



For Restrictions
See vol. 668 page 141
Deed Records Travis
County.

MAP OF
WESTFIELD A
A SUBDIVISION BY R. NILES GRAHAM, ET AL. OF A PART OF SPEAR LEAGUE, TRAVIS COUNTY TEXAS

SCALE 1" = 200'
ENFIELD REALTY & HOME BUILDING COMPANY AUSTIN TEXAS
G. B. LANGE, SURVEYOR,
JULY 1924

[State of Texas] Know all men by these presents: That we, Margaret Graham Cruseman, and husband, Paul Cruseman, of Travis County, Texas, acting herein by and through W.M. Graham of Travis County, Texas, as our duly authorized Agent and Attorney in Fact, and R. Niles Graham also of Travis County, Texas, do hereby subdivide a part of that certain tract of land out of the Spear League in Travis County, Texas, being made up of a part of the 116 acres of the Spear League conveyed by J.B. Shaw to E.M. Pease on July 25, 1852 by Deed Record 1 in Book N, page 376, of the Deed Records of Travis County, Texas, and a part of the 116 acres of the Spear League conveyed by E.M. Pease to Margaret Graham Cruseman by Deed dated January 15, 1924, Recorded in Book 354, pages 583-585 of Deed Records of Travis County, Texas, and a part of the 92 1/2 acres out of the Spear League conveyed by H.N. Duffin to E.M. Pease by deed dated June 13th, 1872, and Recorded in Book M, pages 587-588, of the Deed Records of Travis County, Texas, and the 4 acres of the Spear League conveyed by Thomas Adams to E.M. Pease on May 15, 1870, by Deed recorded in Book T, pages 315-316, Deed Records of Travis County, Texas, - to all of which conveyances reference is here made for all particulars.

Said subdivision is known and designated as "Westfield A", and consists of eighteen (18) blocks, numbered one (1) to eighteen (18), inclusive, subdivided into certain lots numbered according to the map or plat of said subdivision hereto attached, and certain streets and roads, all as shown by the map or plat of said subdivision here to and made a part hereof. And we have dedicated, and do hereby dedicate to the public, all streets or roads shown on said map or plat, excepting those parcels marked "Reserve" as shown on said plat.

Witness our hands, this 10th day of January, A. D. 1925

Margaret Graham Cruseman



MAP OF
WESTFIELD A
 A SUBDIVISION BY R. NILES GRAHAM, ET AL., OF A PART OF SPEAR LEAGUE, TRAVIS COUNTY TEXAS
 SCALE 1/2" = 100'
 ENFIELD REALTY & HOME BUILDING COMPANY AUSTIN TEXAS
 C. S. LANGRISH, SURVEYOR
 JULY 1924

For Restrictions
 see vol. 68 page 141
 Deed Records Travis
 County

The State of Texas }
 County of Travis } Know all men by these presents: That we, Margaret Graham Cruseman, and husband, Paul Cruseman, of Travis County, Texas, acting herein by and through R. Niles Graham
 of Travis County, Texas, as our duly authorized Agent and Attorney in Fact, and R. Niles Graham also of Travis County, Texas, do hereby subdivide a part of that certain tract of land out of the
 Geo. W. Spear League in Travis County, Texas, being made up of a part of the 116 acres of the Geo. W. Spear League, conveyed by J. B. Shaw to E. M. Pease on July 25, 1859 by Deed Record 4
 in Book N, page 396, of the Deed Records of Travis County, Texas; and a part of the 118.6 acres out of the Geo. W. Spear League conveyed by L. V. Garret to Margaret Graham Cruseman
 by Deed dated January 15, 1924, Recorded in Book 357, pages 599-595 of Deed Records of Travis County, Texas, and a part of the 97 1/2 acres out of the Geo. W. Spear League
 conveyed by H. N. DuHe, to E. M. Pease by Deed dated June 13th, 1872, and Recorded in Book N, pages 587-588, of the Deed Records of Travis County, Texas; and the 89 acres of the Geo. W. Spear
 League conveyed by Thomas Adams to E. M. Pease on May 15, 1870, by Deed recorded in Book T, pages 315-316, Deed Records of Travis County, Texas, - to all of which conveyances
 reference is here made for all particulars.

Said subdivision is known and designated as "Westfield A", and consists of eighteen (18) blocks, numbered one (1) to eighteen (18), inclusive, subdivided into certain lots numbered
 according to the map or plat of said subdivision hereto attached, and certain streets and roads; all as shown by the map or plat of said subdivision hereto attached and made a part
 hereof. And we have dedicated, and do hereby dedicate to the public, all streets or roads shown on said map or plat, excepting those parcels marked "Reserved" as shown on said map or plat.
 Witness our hands, this 10th day of January, A. D. 1925.

Margaret Graham Cruseman
 Paul Cruseman
 By R. Niles Graham
 their Agent & Attorney in Fact

The State of Texas }
 County of Travis } Before me, G. H. R. ..., a Notary
 Public in and for Travis County, Texas, on this day personally
 appeared R. Niles Graham, 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 consideration therein expressed and in the capacity therein expressed.
 Given under my hand and seal of office, this 13th day of April, A. D. 1925.

The State of Texas }
 County of Travis } Before me, G. H. R. ..., a Notary Public in and for
 Travis County, Texas, on this day personally appeared R. Niles Graham, 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 consideration therein expressed and in the capacity therein expressed.
 Given under my hand and seal of office, this 13th day of April, A. D. 1925.

FILED 12.00M APRIL 17 1925
 RECORDED 4.00PM APRIL 23 1925

G. H. R. ...
 Notary Public, Travis County, Texas

G. H. R. ...
 Notary Public, Travis County, Texas

ceipt of which is hereby acknowledged, I, Horace E. Burleson, as the Sheriff as aforesaid have sold, and by these presents do grant, and convey unto the said The Elgin National Bank all the estate, right, title and interest and claim of the said Jake Johnson, in and to the following described premises, as described in the said order of sale, viz:

Lots Nos 3 and 4 in Block 1 in the Town of Littig in Travis County, Texas.

TO HAVE AND TO HOLD the above described premises unto the said The Elgin National Bank, its legal representatives, and assigns forever, as fully and as absolutely as I, as Sheriff as aforesaid, can convey by virtue of said Writ.

In testimony whereof I have hereunto set my hand, this x day of January, A. D. 1928

Horace E. Burleson, Sheriff
Travis County, Texas.

THE STATE OF TEXAS #

COUNTY OF TRAVIS #

Before me, the undersigned authority, a Notary Public in and for Travis County, Texas, on this day personally appeared Horace E. Burleson, Sheriff of Travis County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office, this 16 day of January A. D. 1928.

Emilie Limberg.

(NOTARY SEAL)

Notary Public in and for Travis County, Texas.

Filed for record 16 Jan. 1928 at 1:55 P. M. Recorded 17 Jan. 1928 at 8:55 A. M.

STATE OF TEXAS #

COUNTY OF TRAVIS #

KNOW ALL MEN BY THESE PRESENTS:

That the Westenfield Development Company a corporation existing and transacting business under the laws of the State of Texas, and domiciled in Travis County, Texas, acting herein by and through its President, W. M. Graham, thereunto duly authorized for and in consideration of the sum of One Hundred Fifty Dollars (\$150.00) cash to it in hand paid by D. B. Burton Jr., and wife, Anna H. D. Burton, the receipt of which is hereby acknowledged; and the further consideration of the execution and delivery by the said D. B. Burton, Jr., and wife, Anna H. D. Burton, of their one certain promissory note for the sum of One Thousand Eight Hundred Fifty Dollars (\$1,850.00) bearing even date herewith and payable to the order of Westenfield Development Company, at Austin, Travis County, Texas, in monthly installments of Fifty Dollars (\$50.00) each, beginning February 4th, 1928, and a like amount on or before the fourth day of each and every month thereafter until paid in full; bearing interest from date until paid at the rate of eight per cent. per annum, payable monthly in addition to the payments above set out; providing that if interest be not paid when due, same shall be added to the principal and bear the same rate of interest; providing for the usual ten per cent. attorney's fees; and providing that failure to pay any installment of principal or interest thereon when due, shall, at the option of the holder mature all amounts then remaining unpaid thereon; said note reciting that its payment is secured by a vendor's lien on the premises herein after described, which said vendor's lien is hereby

and herein expressly retained upon said premises to secure the payment of said note according to its sand tenor and effect;

HAS GRANTED, SOLD AND CONVEYED, and does by these presents Grant, Sell and Convey, unto the said D. B. Burton, Jr., and wife Anna H. D. Burton, of Travis County, Texas, Lot Number Six (6) in Block Nine (9) of Westfield A, a subdivision of a part of the Geo. W. Spear League in Travis County, Texas, according to Map or Plat recorded at page 107, book 3 of the Plat Records of Travis County, Texas; except that one-sixteenth of the mineral rights is hereby retained.

TO HAVE AND TO HOLD, the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging or appertaining, unto the said D. B. Burton, Jr., and wife, Anna H. D. Burton, their heirs and assigns forever. And said Westfield Development Company does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular, the said premises, unto the said D. B. Burton Jr., and wife, Anna H. D. Burton, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to taxes for the year 1928, which the grantees herein agree to pay.

By the acceptance of this deed, the Grantees agree and bind themselves to pay all taxes which may be levied and assessed against the said premises subsequent to the year 1927. Failure by the grantees to pay said taxes when due, shall give the holder of the above described note the right to pay the same and add such expense to the outstanding indebtedness as part purchase price, and for such amount so expended he shall have a further claim against the said premises until same is paid.

It is provided, however, that the conveyance hereby made is subject forever to the restrictions, covenants and conditions as follows, to wit:

1. No mercantile business of any kind shall ever be carried on, on the premises hereby conveyed; and no commercial signboard shall be erected thereon, it being understood that all improvements to be erected on said premises, shall be built and used for residence purposes only, excepting such improvements as may be proper for use in connection with a residence.
2. No part of the premises hereby conveyed shall ever be owned by, held for or rented to any person of African descent; provided, however, that this clause shall not prevent the employment of such persons as domestic servants and providing customary accommodations for them on said premises.
3. Any residence erected on the premises hereby conveyed shall be of original cost not less than \$3500.00, and such building or any outbuilding erected thereon shall not be closer than 75 feet to the property line fronting on any street adjoining said premises.
4. No subdivision of the premises hereby conveyed shall be made before January 1st, 1930, it being the intention of this paragraph and the agreement between the parties hereto that the premises hereby conveyed shall be held intact in one tract until such date.

The grantees in this conveyance accept same subject to all the foregoing restrictions and conditions, which it is agreed shall be deemed to be covenants running with the land; and the grantees, for themselves, their heirs, legal representatives and assigns, covenant to and with the grantor, its successors and assigns, that they will, and that their heirs legal representatives and assigns, will forever faith-

fully observe all and each of the foregoing restrictions and conditions, whether or not they are repeated in subsequent conveyances of the above described property.

If the grantees, or any person or persons claiming under them, shall at any time violate or attempt to violate, or shall omit to perform or observe, any of the foregoing restrictions or conditions, then it shall be lawful for any person owning land in Westfield A to institute and prosecute appropriate proceedings at law or in equity against the grantees or any person or persons claiming under them, for the wrong done or attempted. Or the grantor herein, its successors or assigns, if they deem it proper- without being, however, compelled to do so- may institute and prosecute such proceedings.

IN WITNESS WHEREOF, Westenfield Development Company has caused these presents to be signed by its President, W. M. Graham, and attested by its common corporate seal, on this the 4th day of January, A. D. 1928.

WESTENFIELD DEVELOPMENT COMPANY

By. W. M. Graham.

Its President.

(CORPORATE SEAL)

STATE OF TEXAS #

COUNTY OF TRAVIS #

Before me, the undersigned authority, on this day personally appeared W. M. Graham, President of Westenfield Development Company, a corporation, 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 consideration therein expressed, in his capacity as President of said corporation, and that same is the act and deed of said corporation.

Given under my hand and seal of office this 9th day of January, A. D. 1928.

A. H. Osburn.

Notary Public Travis County, Texas.

(NOTARY SEAL)

Filed for record 17 Jan. 1928 at 8:30 A. M. Recorded 17 Jan. 1928 at 10:05 A. M

THE STATE OF TEXAS #

COUNTY OF TRAVIS #

KNOW ALL MEN BY THESE PRESENTS:

That we, Caroli Meyer (a feme sole) and Wm. Keye, both of the County of Travis, and State of Texas, in consideration of the sum of Three Hundred and six & 25/100 Dollars, paid and secured to be paid to us, the said Caroline Meyer and Wm. Keye, by Charley Houston as follows: Fifty Dollars cash in hand paid, and the further sum of Two Hundred and fifty six & 25/100 Dollars, to be paid as follows: One Hundred Dollars one year after date hereof: One Hundred Dollars two years after date hereof, and Fifty six & 25/100 Dollars three years after date hereof; for which said deferred payments said Charley Houston has executed this three promissory notes of even date herewith, payable to the order of Wm. Keye, at Austin, Tex. with 8 per centum interest per annum, until paid, failure to pay interest or principal when due shall mature all of said notes at the option of the holder also ten per centum for attorneys fees if placed in hands of Atty after maturity on amount due, for the payment of which said notes the grantor's lien is hereby expressly retained upon the premises herein and hereby conveyed; have Granted, Sold and Conveyed, and by these presents do GRANT, SELL AND CONVEY unto the said Charley Houston, of the County of Travis and State of Texas, all that certain

**DECLARATION OF CONDOMINIUM REGIME FOR
2312 ENFIELD CONDOMINIUMS**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

That Enfield Muse, LLC, a Texas limited liability company, (the "**Declarant**"), the owner of that certain tract of real property situated in Travis County, Texas more particularly described hereinafter together with all improvements thereon, wishes to submit such land and improvements located thereon to a condominium regime pursuant to the provisions of Chapter 82 of the Texas Property Code and does hereby establish and declares a condominium regime covering such land and Improvements in accordance with the provisions and terms hereof.

**ARTICLE I
RECITALS**

1.01 Declarant is the Owner of all of the real property, including the land, all improvements and structures on the property; and all easements, rights and appurtenances belonging to the property (the "**Property**"), consisting of one tract of land, more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference.

1.02 Declarant submits the Property to a condominium regime established by the Texas Uniform Condominium Act ("**TUCA**"), which is codified in Chapter 82 of the Texas Property Code.

1.03 The Property constitutes a condominium project (the "**Project**") within the meaning of TUCA. The formal name of the Project is 2312 Enfield Condominiums.

1.04 Declarant intends and desires to establish by this declaration a plan of ownership for the Project (the "**Plan**"). The Plan consists of individual ownership of residential units (the "**Units**"). The Project shall consist of three buildings with a total of no more than three Units.

1.05 The Declarant intends to impose on the Project mutually beneficial restrictions for the benefit of all Units and the persons who own those Units (the "**Owners**"). The Declarant further intends, in accordance with the terms set forth herein, that the Owners will govern the Project by means of an organization of Owners, which organization is hereinafter referred to as the "**Association**", as more particularly set forth herein. The formal name of the Association is 2312 Enfield Condominium Association, Inc.

1.06 The land, buildings, and other areas of the Project are shown on the Plat or Site Plan ("**the Plat or Site Plan**") attached hereto as **Exhibit "B"** and incorporated herein by reference. The Project shall initially consist of three buildings to be sold as part of the Units. Each Owner shall be entitled to a fractional share of all the Common Elements. The fractional share shall be rounded to the nearest ten-thousandth percent. The allocated interests are set forth

on the Exhibit "C" attached hereto ("**Allocated Interests**" or "**Percentage Interests**") and the Units are set forth on the attached Site Plan. Notwithstanding the above, Declarant has reserved the right to add additional real property to the Property, increase the number of Units, amend the Plat, and adjust the allocation of Percentage Interests among the Units. If any of the foregoing occur, Declarant shall have the right to amend this Declaration and restate the number of Units and the revised Allocated Interests, it being understood that each Unit will have an equal Allocated Interest to the other Units. By way of example only, if there are four Units, each Unit will have a Percentage Interest of 25% and if there are five Units each Unit will have a Percentage Interest of 20%.

1.07 Therefore, the Declarant declares that the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project and every part of the Project. All covenants, conditions, and restrictions, shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in or any part of the Property and shall be for the benefit of each Owner of the Project or any interest in the Project and shall inure to the benefit of and be binding on each successor in interest of the Owners.

ARTICLE II DEFINITIONS

2.01 "**Association**" means 2312 Enfield Condominium Association, Inc., a corporation organized under the Texas Non-Profit Corporation Act for the management of the Project, the membership of which consists of all of the Owners in the Project.

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

2.03 "**Building(s)**" means the structure(s) set forth on attached site plan that are part of the Units.

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

2.05 "**Certificate of Formation**" means the Certificate of Formation of the Association that is or shall be filed in the Office of the Secretary of State of the State of Texas.

2.06 "**Condominium**" means the separate ownership of single units in a structure or structures with common elements.

2.07 "**Common Elements**" means all the elements of the Project except the separately owned Units.

2.08 **“Common Expense Charge”** means the assessment levied for management and operation of the Project and for repairing, maintaining, insuring and operating the Common Elements (including reserves for replacements).

2.09 **“Common Fund”** means any accumulation of the Common Expense Charges collected by the Association for the continued repair, maintenance, insurance, and operation of the Project.

2.10 **“Declarant”** means Enfield Muse, LLC, a Texas limited liability company and its successors and/or assigns.

2.11 **“Declaration”** means this declaration document and all that it contains.

2.12 **“Developer”** means Enfield Muse, LLC.

2.13 **“Governing Instruments”** means the Declaration, the Certificate of Formation, and the Bylaws of the Association.

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

2.15 **“Mortgage”** means a first lien security interest evidenced by a mortgage or deed of trust granted by an Owner in and to, or against, a Unit to secure the repayment of a loan, and duly filed for record in the Office of the County Clerk of Travis County, Texas.

2.16 **“Mortgagee”** means any person(s) who holds a Mortgage as security for repayment of a debt.

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

2.18 **“Percentage Interest”** means the undivided interest in and to the Common Elements associated with the Project.

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

2.20 **“Plat”** means the condominium plat of 2312 Enfield Condominiums attached hereto as Exhibit “B”.

2.21 **“Project”** means the entire parcel or the property as described on **Exhibit “A”** including the land, all improvements and structures on the Property, and all easements, rights, and appurtenances belonging to the Property that are divided or are to be divided into Units to be owned and operated as a Condominium. The Project shall initially consist of three buildings, each building will be part of one Unit.

2.22 **“Rules”** mean the Rules for Owners, Tenants and Occupants and refer to the rules and regulations for the Project adopted by the Board pursuant to this Declaration.

2.23 **“Unit”** means the space designated for separate ownership and occupancy as shown on the Plat.

ARTICLE III THE PROPERTY

3.01 **Property Subject to Declaration.** All the real property described on **Exhibit "A"** attached hereto including the land, all improvements and structures on the Property including, but not limited to, three buildings to be constructed upon the property and all the easements, rights, and appurtenances belonging to the Property shall be subject to this Declaration. Declarant shall retain the right to add additional real property to the Property, increase the number of Units, amend the Plat, and adjust the allocation of Percentage Interests among the Units.

3.02 **Exclusive Ownership and Possession.** Each Owner shall be entitled to the exclusive ownership and possession of the Owner's Unit. Any Unit may be jointly or commonly owned by more than one person. No Unit may be subdivided. The boundaries and identifying number of each Unit are shown on Exhibit "B" attached hereto. The boundaries of each Unit are further described as follows:

- a. **Lower Boundary of the Unit:** The horizontal plane parallel to and fifty feet (50') below the finished grade of the land within the Unit as described and defined on Exhibit "B".
- b. **Upper Boundary of the Unit:** The horizontal plane parallel to and fifty feet (50') above the lower boundary of the Unit.
- c. **Lateral Boundaries of the Unit:** A plane on each side of a Unit perpendicular to the lower and upper horizontal planes, from the lower boundary of the Unit to the upper boundary of the Unit.

Each Unit includes the spaces and improvements within the lower, upper and lateral boundaries as defined above, including without limitation the Building, the roof foundation of the Building, landscaping, driveways, sidewalks, fences, yards, utility lines and meters and all other improvements located within the Unit. In addition, all furnaces, air conditioners, wiring, conduits and plumbing outside the Unit that provide service to only that Unit shall also be the property of the Unit Owner and defined as part of the Unit.

The space contained within the vertical and horizontal boundaries of a Unit is not related to the size of the Building. A Building may only occupy a portion of a Unit.

Not a Typical Condominium Unit

Although a Unit resembles a platted lot: (i) a Unit does not include land; (ii) the conveyance of a Unit is not a metes and bounds conveyance of land; and (iii) the creation of a Unit does not constitute a subdivision of land. Instead, each Unit is the surface of a designated piece of land, and everything above the surface for 50 feet and anything below the surface that serves to support the above-surface improvements.

3.03 Common Elements. Each Owner shall be entitled to an undivided interest in the Common Elements in the percentage expressed in Paragraph 1.06 herein. The percentage of the undivided interest of each Owner in the Common Elements shall have a permanent character and shall not be altered unless either (i) Declarant adds additional real property and additional Units to the Project or (ii) the consent of all Owners is given for such alteration, expressed in an amended, duly recorded Declaration. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it pertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Elements, except the Limited Common Elements, in accordance with the purpose for which they are intended as long as the lawful rights of the other Owners are not hindered or encroached on.

3.04 Limited Common Elements. The Common Elements to be designated as Limited Common Elements are reserved for the exclusive use of the Owners of the respective Units for which they specifically benefit.

3.05 Partition of Common Elements. The Common Elements, both general and limited, shall remain undivided and shall not be the object of an action for partition or division of ownership so long as the Property remains a condominium project. In any event, all mortgages must be paid prior to the bringing of an action for partition or the consent of all mortgagees must be obtained.

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

3.07 Other Easements. The Association may grant to third parties easements in, on, and over the Common Elements for the purpose of constructing, installing, or maintaining necessary utilities and services. Each Owner, in accepting the deed to the Unit, expressly consents to such easements. No such easement may be granted, however, if it would interfere

with any exclusive easement or with any Owner's use, occupancy, or enjoyment of the Owner's Unit.

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

ARTICLE IV THE ASSOCIATION

4.01 Duties. The Association, organized as a nonprofit corporation under the Texas Non-Profit Corporation Act, operating under the name of 2312 Enfield Condominium Association, Inc., is charged with duties and invested with the powers prescribed by law and set forth in this Declaration and in the Association's Certificate of Formation and Bylaws. The affairs of the Association shall be managed and its duties and obligations performed by a Board of Directors. Provisions regulating the number, term, qualifications, manner of election, and conduct of the meetings of the members of the Board of Directors shall be set forth in the Bylaws of the Association.

4.02 Powers. The affairs of the Project shall be administered by the Association that shall have the rights, powers and duties of a "counsel of co-owners" as that term is used in the Act. The Association shall have the power and obligation to provide for the maintenance, repair, replacement, administration, insurance, and operation of the Project in accordance with the terms hereof. The initial Board of Directors of the Association shall serve until the first meeting of the Association as provided for in the Bylaws.

4.03 Membership: Voting. Each Owner, including Developer, shall be a member of the Association so long as he shall be an Owner, and such membership shall automatically terminate when such ownership ceases. Upon the transfer of ownership of a Unit, however achieved, including, without limitation, by foreclosure of a lien upon a Unit, the new Owner thereof shall, concurrently with such transfer, become a member in the Association. Each member, including Developer, shall have a vote or votes in the Association according to Section 1.06 hereof. Developer shall have the right to vote all shares of the unsold Units. In the event Developer declares in writing that no further construction shall occur, the votes shall be reapportioned on the basis of the Units actually built.

4.04 Initial Board. The Initial Board of Directors of the Association shall be the persons named in the Certificate of Formation, who shall serve pursuant to the Bylaws until their successors are qualified. The Board shall meet as set forth in the Bylaws.

ARTICLE V - REGULAR AND SPECIAL ASSESSMENTS

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

5.02 Ad Valorem Taxes for Common Elements. Each Unit shall include the percentage interest of the Common Elements, for all purposes including, but not limited to, assessment of ad valorem taxes. Each Owner shall be solely responsible for payment of all taxes assessed on such Owner's Unit.

5.03 Monthly Assessments. Upon the recordation of this Declaration, the initial Board shall meet and establish a budget for the operation and maintenance of the Project for that portion of the calendar year then remaining, which budget shall set forth the Board's reasonable estimate of all expenses which the Association will incur and such operation and maintenance of the Project for the remainder of such year. Such budget, and all successive budgets, shall include a reasonable allowance for contingencies and shall include reasonable Replacement Reserve Fund for maintenance, repairs, including those that must be replaced on a periodic basis. Such initial budget, and those adopted thereafter, shall provide for ad valorem tax expenses of the Common Elements only in the event that the taxing authorities having jurisdiction thereover will not include the Common Elements in the assessment of individual Units. Thereafter, annually, in the last calendar quarter of each year, the Board shall meet and establish such a budget, for the next succeeding calendar year. Copies of each budget shall be posted at the Project for inspection by the Owners. After each such budget is adopted by the Board, the Board shall determine the Common Expense Charge required for the operation of the Project and the maintenance of the Common Elements and for the allowance for contingencies and the Replacement Reserve Fund for the calendar year in question, and the portion thereof allocable to each Owner and each Owner shall be obligated to pay monthly, in advance, one-twelfth (1/12) of the portion of the Common Expenses Charge so allocated to such Owner. The Common Expense Charge shall be allocated to those Owners obligated by this Declaration to pay same, according to the respective Percentage Interest of such Owners. An Owner's first monthly payment shall begin upon the purchase of such Owner's Unit except for initial Owners whose first monthly payment shall begin upon purchase of the Unit or substantial completion of the Unit finish out, whichever occurs last.

5.04 Special Assessments. If the Board at any time, or from time to time, determines that the Common Expense Charge assessments for any period is insufficient to provide for the continued operation of the Project, then the Board shall have the authority to levy such special assessments as It shall deem necessary to provide for such continued maintenance and operation. Without limiting the generality of the foregoing, such special assessment may be assessed because of casualty, condemnation, or other loss to any part of the Common Elements or to make up for any deficiencies caused by non-payment of Common Expense Charges by Owners. The

Board may make special assessments totaling up to One Thousand & No/100 Dollars (\$1,000.00), in the aggregate, during any one (1) calendar year without the requirement of a vote of the members of the Association; no special assessment which would exceed such One Thousand & No/100 Dollars (\$1,000.00) limit may be made until the same is approved by members holding at least a majority of the votes in the Association. All special assessments shall be payable (and the payment thereof may be enforced) in the manner herein specified for the payment of Common Expense Charge.

5.05 Fines. The Board shall have the power and authority to fine any Owner who repeatedly violates any Rules and Regulations promulgated by the Association. The minimum fine imposed shall be One Hundred & No/100 Dollars (\$100.00) per day for so long as the violation continues. In the event the violating Owner fails or refuses to pay said fine(s) within ten (10) days of written notice of the same, payment of such fines shall be enforced as provided for in Paragraph 5.06 hereof.

5.06 Collection. One-twelfth (1/12) of the portion of the Common Expense Charge assessed against each Owner shall be due and payable, in advance, on the first day of each calendar month during the year for which the Common Expense Charge in question has been assessed. Any such amount not paid and received by the twelfth (12th) day of such month shall be deemed delinquent and the delinquent Owner shall be liable for a late charge of Twenty-Five & No/100 Dollars (\$25.00) in addition to such assessment. In addition, assessments not paid and received by the twelfth (12th) day of the month shall bear interest at the rate often percent (10%) per annum or the highest nonusurious rate allowed by law, whichever is less, from the date originally due until paid. In order to secure payment of the Common Expense Charge, the vendor's lien and superior title to each Unit shall be and is hereby reserved to the Association which lien shall be enforceable through appropriate non-judicial or judicial proceedings, whichever the Association deems to be appropriate. The vendor's lien and superior title reserved herein shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Unit whether pursuant to the remedies provided for in its Mortgage, or procedures in lieu thereof, shall not be liable for the unpaid portion of the Common Expense Charge attributable to the Unit in question that arose prior to such acquisition. In addition to the lien herein retained, in the event of non-payment by an Owner of such Owner's portion of the Common Expense Charge, an repairs made by the Association that are chargeable to the Unit Owners and/or fines imposed upon the Unit Owners by the Association, the Association may, upon ten (10) days prior written notice thereof to such non-paying Owner, in addition to all other rights and remedies available at law or otherwise, restrict the rights of such non-paying Owner to use the Common Elements in such a manner as the Association deems fit or appropriate. If the Association shall incur any legal expense, including attorneys' fees, to enforce any rights of the Association against an Owner, such Owner shall be liable to the Association for such expenses and the Association may recover the same. This Association's lien on a delinquent Owner's Unit for non-payment shall extend to include a lien for the amount owed plus late charges, interest, and attorney's fees.

The Association is granted and retains a power of sale to secure payments of the assessments provided for herein. To enforce the power of sale, the Association may appoint in writing a trustee or substitute or successor trustee, succeeding to all rights and responsibilities of

Trustee. If an Owner defaults in payment of the assessments, the Association may request Trustee to foreclose the lien, in which case the Trustee shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended. The Unit shall be sold to the highest bidder for cash and the Association may purchase the Unit at any foreclosure sale by offering the highest bid and then have the bid credited on the amount owed. If requested by the Association to foreclose this lien, Trustee shall either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code, as then amended; sell and convey all or part of the Unit to the highest bidder for cash with a general warranty binding Owner, subject to prior and superior liens and to other exceptions to conveyance and warranty; and from the proceeds of the sale, pay, in this order: (i) expenses of foreclosure, including a commission to Trustee of 5% of the bid; (ii) to the Association, the full amount of principal, interest, attorney's fees, and other charges due and unpaid; (iii) any amounts required by law to be paid before payment to Owner and (iv) to Owner, any balance. If any of the Unit is sold hereunder, Owner shall immediately surrender possession to the purchaser. If Owner fails to do so, Owner shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer. The recitals in any Trustee's deed conveying the Unit will be presumed to be true. Proceeding under this deed of trust filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

5.07 Common Fund. The Common Expense Charges collected by the Association shall be paid into the Common Fund to be held in trust for the use and benefit, directly or indirectly, of the Project. Such Common Fund may be expended by the Board for the purposes set forth hereinabove and generally to promote the health, benefit, and welfare of the Project and the Owners.

5.08 Statement of Indebtedness. Upon written request of any Owner or Mortgagee or prospective Owner or prospective Mortgagee of a Unit, and upon payment to the Association of a reasonable fee to be determined by the Association, not to exceed One Hundred & No/100 Dollars (\$100.00), the Association shall issue a written statement (the "Statement of Indebtedness") setting forth the unpaid Common Expense Charges, if any, with respect to the subject Unit, the amount and due date of the then current monthly assessment, and any credit for advance payments or prepaid items. Such statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. If a Statement of Indebtedness is not given within twenty (20) days after a request thereof, then (a) any lien for unpaid Common Expense Charges coming due prior to the date of such request shall be subordinate to the lien of any Mortgagee requesting such Statement of Indebtedness; and (b) any purchaser from the Owner of the Unit who requests a Statement of Indebtedness shall acquire the Unit free of any lien for such charges. Except as provided in the immediately preceding sentence, the grantee of any Unit shall be jointly and severally liable with his grantor for all unpaid Common Expense Charges up to the time of the grant or conveyance.

ARTICLE VI INSURANCE, CASUALTY, AND REBUILDING

6.01 Association Insurance. The Board shall obtain insurance on the Common Elements, against loss or damage by fire or by any and all other risks insured by standard

extended coverage policies in use in the State of Texas, with such endorsements as the Board deems advisable in an amount sufficient to prevent the Association from being a co-insured within the terms of such policies, but in any event in an amount not less than the full insurable replacement cost thereof; and such other insurance as the Board shall deem desirable. All costs, charges and premiums for the insurance provided for in this Article VI shall be borne by the Common Fund and all such policies of insurance shall name, as insured, the Association, as trustee for each Owner in accordance with such Owner's Percentage Interest, and all Mortgagees, as their respective interests may appear. All such policies shall be without contribution with regard to any other policies of insurance carried individually by an Owner, and shall provide that such policies shall not be terminated for any cause without at least thirty (30) days' prior written notice to the Association and the Mortgagees. If possible, all policies of insurance of the character described in this Article VI shall contain an endorsement extending coverage to include the payment of Common Expense Charges with respect to Units damaged during the period of reconstruction thereof. Any proceeds paid in respect of any insurance policy obtained by the Board pursuant to this Article VI shall be held and disbursed by the Board, as trustee for the Owners and Mortgagees.

6.02 Owners' Insurance. Each Owner shall be responsible for insuring his Unit, including the improvements, betterments, finish out, contents and furnishings of his Unit. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Owners as above provided. Owners shall carry individual commercial general liability insurance including personal injury and death coverage in an amount of not less than \$500,000.00 per occurrence insuring against liability of such Owners, at their own cost and expense, with the Association named as an additional insured.

6.03 Repairs by Owner. Each Owner shall be responsible for the reconstruction, repair, and replacement of his Unit and his personal and other property in or part of his Unit that is not a General Common Element. Each Owner shall be responsible for any cost not otherwise carried by insurance carried by the Association and caused by such Owner's negligence or misuse or by the negligence or misuse of his agents or employees in the course of their duties, and shall, to the extent not covered by insurance proceeds collected by the Association, indemnify the Association and all other Owners against any such cost.

6.04 Distribution of Insurance Proceeds and Appointment of Attorney-in-Fact. This Declaration hereby makes mandatory the irrevocable appointment of an attorney-in-fact to deal with the Project upon its destruction. Title to each Unit is hereby declared and expressly made subject to the terms and conditions hereof and acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocable constitute and appoint the Association, acting through its Board of Directors, their true and lawful attorney in their name, place and stead, for the purpose of dealing with the Project upon its destruction, upon the terms and conditions herein provided. As attorney-in-fact, the Association, upon resolution of the Board of Directors acting by its President and Secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of an Owner which may be necessary and appropriate to exercise the powers herein granted.

Repair and reconstruction of the improvements as used in this section means restoring the improvements to substantially the same condition in which they existed prior to the damage. The proceeds of any insurance collected shall be made available to the Association for the purpose of repair, restoration or replacement, subject to the terms hereafter set forth.

(a) In the event of damage or destruction due to fire or other disaster, the insurance, if sufficient to reconstruct the improvements, subject to the provisions of Subsection 6.04 (c), shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvements shall be promptly repaired and reconstructed.

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvements of the Common Elements subject to the provisions of Subsection 6.04 (c), such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of a casualty loss assessment, to be made against all of the Owners and their Units as herein provided. Such deficiency assessment shall be common expense made pro rata, according to each time and in the manner specified by the Association. Association shall have the authority to cause the repair or reconstruction of the improvements of the Common Elements using all of the insurance proceeds for such purpose, notwithstanding the failure of the Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his Unit and may be enforced and collected as is provided or monthly and special assessment liens in this Declaration. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the Unit of any Owner refusing or failing to pay such casualty loss assessment within the time provided, and if not so paid the Association shall be entitled to foreclose its lien against the Unit for the delinquent Owner. The proceeds derived from the foreclosure sale of such Unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order:

- (i) For the payment of all sums unpaid on any Mortgage on such Unit;
- (ii) For the payment of all taxes and special assessment liens to the State of Texas or any political subdivision thereof;
- (iii) For the payment of unpaid Common Expense Charges and casualty loss assessments;
- (iv) For the payment of any costs and attorney's fees incurred in connection with foreclosure of the Unit; and
- (v) The balance remaining, if any, shall be paid to the Owner of such Unit.

(c) Notwithstanding any provision of either Subsections Section 6.04 (a) or (b) to the contrary, reconstruction shall not be compulsory if at least sixty-seven percent (67%) of the vote of the Owners, which shall include the vote of each Owner of a Unit that will not be rebuilt or repaired, is cast not to rebuild. If the Owners so vote to not rebuild any Unit, that Unit's allocated interest in the Project shall be automatically reallocated on the vote into a single estate owned in undivided interest by all Owners in said destroyed Building or Buildings as tenants in

common in the percentage interest previously owned by each Owner. The Association shall prepare, execute, and record an amendment to the Declaration reflecting the reallocation. If the entire Project is not repaired or replaced and unless otherwise unanimously agreed to by the Owners, the proceeds shall be delivered pro rata to the Owners or their Mortgagees, as their interest may appear, in accordance with their percentage ownership in the Project.

(d) If the Owners unanimously adopt a plan for reconstruction of the Common Elements which plan has unanimous approval of all Mortgagees, then all of the Owners shall be bound by the terms and other provisions of such plan. Any casualty loss assessment made in connection with such plan shall be made pro rata according to each Owner's interest in the project and shall be due and payable at the time and in the manner specified by the Association. The Association shall have the authority to cause the repair or restoration of the improvements of the Common Elements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The casualty loss assessment provided for herein shall be a debt of each Owner and a lien on each Unit and may be enforced and collected as provided herein for monthly and special assessment liens. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to foreclose the lien against the Unit of any Owner refusing or failing to pay such assessment within the time provided. The proceeds derived from sale of such Unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in Subsections 6.04 (b) (i) through (v).

Thereafter, the Condominium regime established by this Declaration shall terminate as to the Units destroyed. The Units destroyed shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners in said Units as tenants-in-common in the Percentage Interest previously owned by each Owner. In the event all Units are destroyed then and in such event the condominium regime established by this Declaration shall terminate. However, so long as any of the Units are not destroyed, this condominium regime shall remain in effect as to those Unit Owners whose properties were not destroyed.

6.05 Special Assessment for Repairs. If it is determined, as provided herein, that the of the Common Elements shall be repaired and reconstructed, then all proceeds of insurance policies carried by the Association with respect to such fire or casualty shall be paid to and held by the Association in accordance herewith. The Board shall thereupon contract to repair or rebuild the damaged portions of the Common Elements in accordance with the original plans and specifications therefore and the funds held for such purpose shall be disbursed in accordance with the terms of the contract of repair and rebuilding. In the event that such insurance proceeds are insufficient to provide for such repair, restoration, or rebuilding, those costs in excess of the insurance proceeds shall be assessed against all of the Owners, in proportion to their Percentage Interest. Such special assessments shall not require the consent of the members notwithstanding the provisions of Paragraph 5.04 hereof. If any Owner shall fail to pay such assessments when due, the Board may make up the deficiency by payment from the Common Fund. Payment of such assessments shall be enforced as provided for in Section 5.06 hereof.

ARTICLE VII USE AND OCCUPANCY

7.01 Use. All Units shall be used for residential purposes only; provided, however nothing in this Declaration will prohibit an Owner from leasing such Owner's Unit for any period of time.

7.02 Subdivision. No Unit shall be subdivided or partitioned. Owners may own more than one (1) Unit in the Property.

7.03 Parking. Each Unit is entitled to the parking space(s) within such Unit. An Owner of a Unit may not park any vehicle owned by Owner, his invitees and guests in spaces other than those located within such Unit. There shall be no parking in the General Common Elements. Illegally parked vehicles may be removed at the discretion of the Association and towing and storage charges may be assessed against the Owner who is in violation.

7.04 Outside Construction. Construction by an Owner outside of such Owner's Unit is prohibited unless approved by the Board.

7.05 Refuse Disposal. All garbage, refuse and/or rubbish shall be kept in covered containers within the Unit and disposed of in accordance with the rules and regulations of the City of Austin, Texas.

7.06 Nuisance. Owners shall not use or allow use of any Unit for any use which will create or emit any objectionable, offensive or noxious odor, dust gases, fumes, or other material, or which will in any manner violate any zoning or other regulations or laws of local, state, or national governments. Under no circumstances shall an Owner use or allow a Unit to be used for the storage of environmental waste or other toxic materials. Owners shall refrain from making noise or playing radios, televisions or any other electrical or mechanical "device" so loud that it may be heard outside the Unit or by other Owners and shall comply with other Board rules regarding sound nuisances.

7.07 Annoyance. No activity shall be carried on within any Unit which in the judgment of the Board might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities or might be reasonably calculated to reduce the desirability of the Property as a residential building.

7.08 Window Coverings. No aluminum foil, reflective material, or other material objectionable under the rules and regulations of the Board shall be placed in any window.

7.09 Signs. No business sign nor any other kind of sign may be placed on a Unit or on the outside of the Building except to the extent that the location, design and quality complies with the rules and regulations promulgated by the Board. All signs are expressly prohibited and may not be exhibited in the Owner's windows or in any other manner unless approved in writing in advance by the Board. All exterior signage permitted by the Board shall be uniform.

7.10 Nondiscrimination. No action shall at any time be taken by the Association or its Board which in any manner would arbitrarily discriminate against any Owners in favor of the other Owners.

7.11 Insurance hazard. Nothing shall be done on any Unit that will result in the increase of fire or casualty insurance premiums thereon or the cancellation of such insurance.

7.12 Alterations. Each Owner shall have the right to modify, alter, repair, decorate, redecorate, or improve each Owner's Unit provided that such action does not impair the structural integrity, weaken the support, or otherwise adversely affect any other Unit in the Project and provided that all such action is performed in a good womanlike manner.

7.13 Appeal of Board Decision. Any decision of the Board of Directors regarding interpretation or enforcement of the foregoing use and occupancy limitations on the rules and regulations adopted by the Board may be appealed to the Owners and shall be rescinded or nullified by a petition signed by Owners having at least 51% in interest of all of the Association, except to the extent that use and occupancy limitations are governed by plat and/or Declaration of Covenants, Conditions, and Restrictions duly recorded in the Official Public Records of Travis County , Texas.

ARTICLE VII PROTECTION OF MORTGAGEE

8.01 Notice of Association. An Owner who mortgages his Unit shall notify the Board, giving the name and address of his Mortgagee. The Board shall maintain such information in a record entitled "**Mortgagees of Units**".

8.02 Notice of Default. The Association shall notify a Mortgagee in writing, upon request of such Mortgagee, of any default by the Owner in the performance of such Owner's obligations as set forth in this Declaration or the Bylaws which is not cured within thirty (30) days.

8.03 Examination of Books. The Association shall permit Mortgagees to examine the books and records of the Association during normal business hours.

8.04 Reserve Fund. The Association may, but is not required, to establish an adequate reserve fund for replacement and repair of Common Elements and fund the same by regular monthly payments rather than by extraordinary special assessments.

8.05 Notice of Meetings. The Association shall furnish each Mortgagee, upon written request of such Mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such Mortgagee to attend such meetings, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

8.06 Approval for Amendments to Declaration, etc. Notwithstanding any other provision hereof, the prior approval of at least 51% in interest of all members of the Association shall be required for the following:

- (a) Abandonment or termination of the Condominium regime hereby established;
- (b) Any amendment to this Declaration or other action or omission of the Association which would change the percentage interest of the Owners or which would change the pro rata interest or obligations for the purpose of levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation proceeds;
- (c) Any partition or subdivision of any Unit;
- (d) Any act or omission seeking or resulting in the abandonment, subdivision, encumbrance, sale, or transfer of the Common Elements (other than the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements); and
- e) The use of hazard insurance proceeds paid or due to the Association for losses to any property of the Project (whether to Units or to Common Elements) for purposes other than repair, replacement or reconstruction of such property, except as provided by statute in case of substantial loss to the Units;

8.07 Claims for Unpaid Assessments. Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage shall not be liable for such Unit's unpaid dues or charges which accrued prior to the acquisition of title to such Unit by the Mortgagee.

8.08 Taxes, Assessments and Charges. All taxes, assessments any charges which may become liens prior to the Mortgage under local law shall Relate only to the individual Units and not to the Project as a whole.

ARTICLE IX LIMITATIONS OF RESTRICTIONS ON DECLARANT

9.01 Declarant has undertaken the construction of individual Units. The completion of that work and the sale, or other disposal of such Units is essential to the establishment and welfare of the Project. In order that said work may be completed and the Project be established as a fully occupied condominium as rapidly as possible, nothing in this Declaration shall be understood or construed to:

- (a) prevent Declarant, its contractors, or subcontractors from doing on the Project or any Unit whatever is reasonable necessary or advisable in connection with the completion of said work;

(b) prevent Declarant or its representatives from erecting, constructing, or maintaining on any part or parts of the Project such structures which may be reasonable and necessary for the conduct of its business of completing said work and establishing the Project as an condominium and disposing of the same in Units by sale, lease, or otherwise; or

(c) prevent Declarant from maintaining such sign or signs on the Project as may be necessary for the sale, lease, or disposition thereof.

As long as Declarant, its successors and/or assigns, own one (1) or more of the Units described herein, Declarant, its successors and assigns, shall be subject to the provisions of this Declaration.

9.02 Reservation of Development Rights by Declarant. Pursuant to the TUCA, Declarant reserves the right to change the configuration, size, and location of each Building and Unit. Further, Declarant reserves the right to add additional real property to the Project and increase the number of Units and reallocate the Percentage Interests based upon such additional Units. In the event of such changes, Declarant shall amend this Declaration to set forth the revised site plan. Further, as Units are created, built and sold, the Declaration may be amended to set forth such Units. Upon the final completion of the Project, a final condominium plat or plan shall be filed separately setting forth the information required by section 82.059 of the Texas Property Code. Only the Declarant's signature shall be required for any amendment contemplated by this section, as provided by section 82.067 (b)(1) of the Texas Property Code.

ARTICLE X MISCELLANEOUS

10.01 Remedies. The Board, or any Owner shall be entitled to enforce any of the terms and provisions hereof by action at law or in equity, when the Board, after ten (10) days prior written notice to the Owner in question, may pursue any other remedies provided for in Article V above. Failure by the Board or any Owner or Owners to so enforce the terms hereof shall not be deemed a waiver of any breach or failure to adhere to any of the terms or provisions hereof.

10.02 Rules and Regulations. The rules and regulations with respect to the day-to-day maintenance, operation, and enjoyment of the Common Elements and the Project may be amended from time to time by the Board. The rules and regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of this Declaration but in the event of a conflict, this Declaration shall control. Each Owner, by accepting conveyance of a Unit, agrees to comply with and abide by the rules and regulations as the same may be amended from time to time.

10.03 Binding. Subject to change in accordance with Article VIII hereof, the terms and provisions hereof shall be covenants running with the land and shall be binding upon the Developer, all Owners, and their heirs, legal representatives, successors and/or assigns.

10.04 Easement for Utilities. Prior to the completion of the last Building, the Board shall have the right to grant to utility companies and other similar entities such easements, rights-

of-way, and other rights as may be reasonably necessary to service the project and establish, operate, or maintain the same as a viable condominium project.

10.05 Severability. In the event of the invalidity or partial invalidity or unenforceability of any provision or portion of this Declaration, the remainder of this Declaration shall remain in full force and effect.

10.06 Exhibits. Exhibits "A", "B" and "C", attached hereto are hereby incorporated by reference in this Declaration for all purposes, as is set out verbatim herein.

10.07 Non-Waiver of Remedies. Each remedy provided for in this Declaration is separate, distinct, and non-exclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

10.08 Liability of Board Members. The members of the Board and Officers of the Association shall not be liable to any Owner or any person claiming by or through any Owner for any act or omission of such Director or Officer in performance of his duties unless such act or omission is (i) a breach of the Director's duty of loyalty to the Association or its members, (ii) an act or omission not in good faith and that involves intentional misconduct or a knowing violation of law, (iii) a transaction from which a Director receives an improper benefit, whether or no the benefit resulted from an action taken within the scope of the Director's office, or (iv) an act or omission for which the liability of the Director is expressly provided for by a statute. The Association shall indemnify all such Directors and Officers from all claims, demands, actions and proceedings and any expenses in connection therewith, except if such Director or Officer has acted in violation of the foregoing, The Board may purchase (but is not required to purchase) directors and officers liability insurance and other insurance as the Board deems appropriate. Such insurance and any indemnification payment shall be treated as a Common Expense.

10.09 Amendment. (a) This Declaration may be amended only at a meeting of the Owners at which the amendment is approved by the holders of at least seventy percent (70%) of the ownership interests in the Project.

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

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

(d) The amendment procedures of this paragraph 10.09 do not apply to amendments to this Declaration that may be executed by:

(i) Declarant under TUCA Sections 82.051(c), 82.059(f), 82.060 or 82.067
(f);

(ii) the Association under TUCA Sections 82.007, 82.056(d), 82.058(c), 82.062, 82.063 or 82.067 (f); or

(iii) certain Owners under TUCA Sections 82.058(b), 82.062, 82.063(b), or 82.068(b).

[signature on following page]

EXECUTED June 27th, 2018.

DECLARANT

2312 Enfield, LLC
a Texas limited liability company

By: *Bl Cal*
Name: Brooks Calavan
Title:

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on June 27th, 2018 by Brooks Calavan, _____ of 2312 Enfield, LLC, a Texas limited liability company, on behalf of said limited liability company.

Trent Sampson
NOTARY PUBLIC, STATE OF TEXAS

My commission expires: June 17, 2021

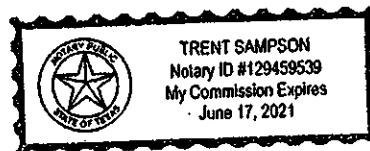


EXHIBIT "A"
Property Description

Being 0.2274 acre of land, called the east 55 feet of the south 180 feet of Lot 6, Block 9, Westfield "A", a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 3, Page 107, Plat Records of Travis County, Texas and being the same tract conveyed by deed in Document Number 2003264702, of the Official Public Records of Travis County, Texas.

EXHIBIT "B"
Condominium Plat/Site Plan

Plat of
2312 ENFIELD ROAD
CONDOMINIUMS
page 1 of 5

SURVEY PLAT OF
0.227 ACRE OF LAND OUT OF LOT 6, BLOCK 9, WESTFIELD "A,"
A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE
MAP OR PLAT THEREOF RECORDED IN VOLUME 3 PAGE 107 OF
THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING
ALL OF THAT CERTAIN TRACT CONVEYED FROM BY D.B. BURTON
TO G.H. KASTNER AND WIFE, MARY S. KASTNER BY DEED
RECORDED IN VOLUME 772 PAGE 496 OF THE DEED RECORDS
OF TRAVIS COUNTY, TEXAS.

SURVEYED: February 6, 2018

THIS PLAT CONTAINS THE INFORMATION
REQUIRED BY SECTION 82.059 OF THE
TEXAS UNIFORM CONDOMINIUM ACT

preliminary 2-16-18
Anne Thayer
Registered Professional Land Surveyor No. 5850

SURVEYOR'S NOTE

There appears to be a conflict between the north line of the subject tract and the south line of the Elton Lane City Homes Condominiums as described in Document No. 2002125772 of the Travis County Official Public Records, although there appears to have been no conflict between the two tracts as originally described.

The lines of the subject tract were originally described by that deed to G.H. Kastner and wife dated February 1946 recorded in Volume 772 Page 496 of the Travis County Deed Records. The parent deed to the Elton Lane City Homes tract conveyed to Robert H. McIntyre recorded in Volume 2698 Page 148 of the Travis County Deed Records indicates that the tract's south line is intended to run with the Kastner north line and continuing with the north line of the tracts to the west (Darrell G. Roe tract in Volume 602 Page 553 and Milton Schley et Ux. tract in Volume 974 Page 136), which are not all in line with each other. Further no bearing and distances are provided in the

Despite the specific instruction that the north line of the Kastner and tracts are to form the south line of the McIntyre tract even though not one continuous straight line, the surveyor of the Elton Lane City Homes Condominiums adopted a south line which runs in a straight line from the northeast corner of the Kastner tract to the northwest corner of the Roe tracts on Elton Lane. This has created a deed description overlap across the subject tract and a gap with the Roe and Schley tracts.

HOLT CARSON, INC.
1904 FORTVIEW ROAD
AUSTIN, TX 78704
(512) 442-0990

1005144

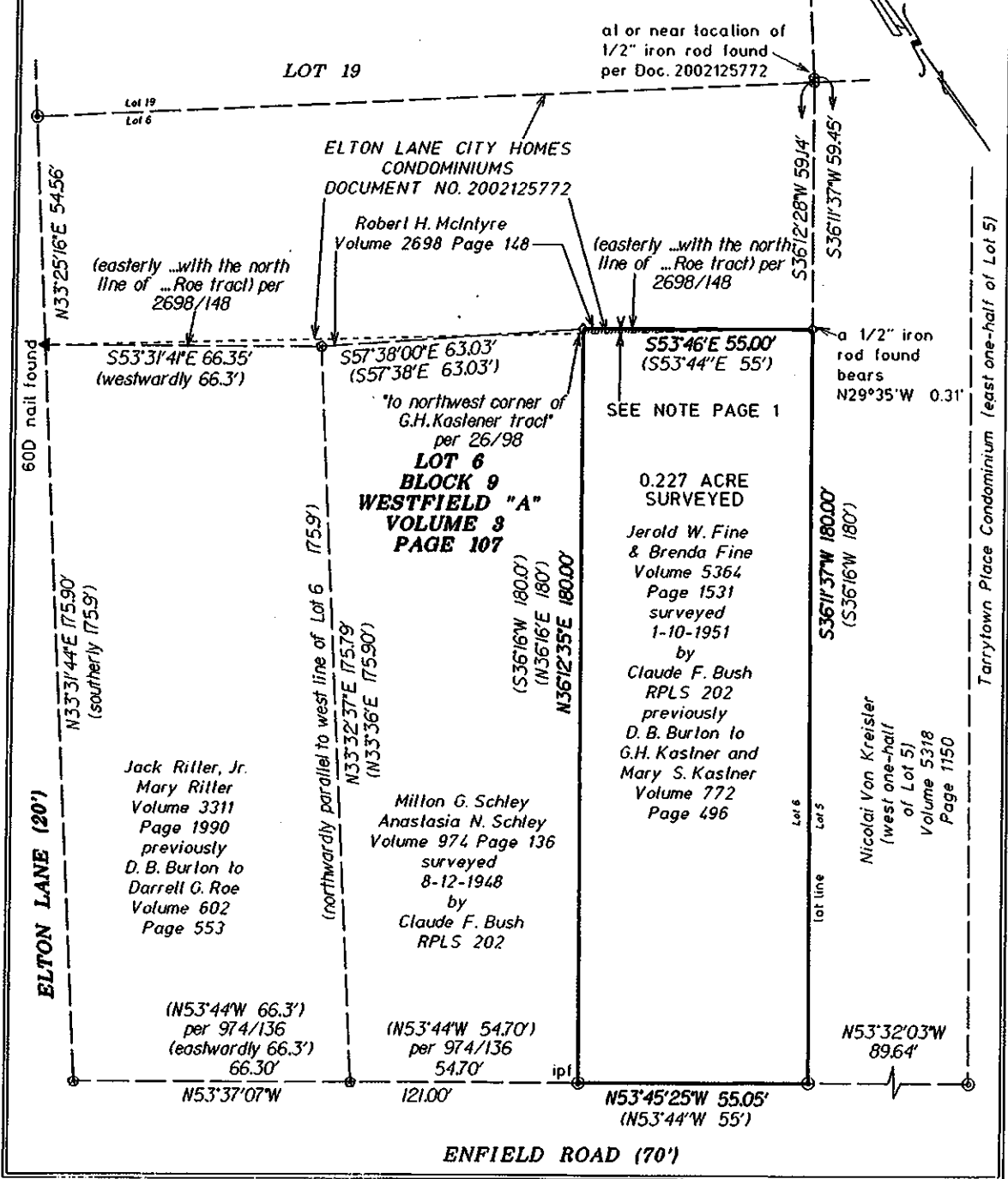
Texas Licensed Surveying Firm No. 10050700

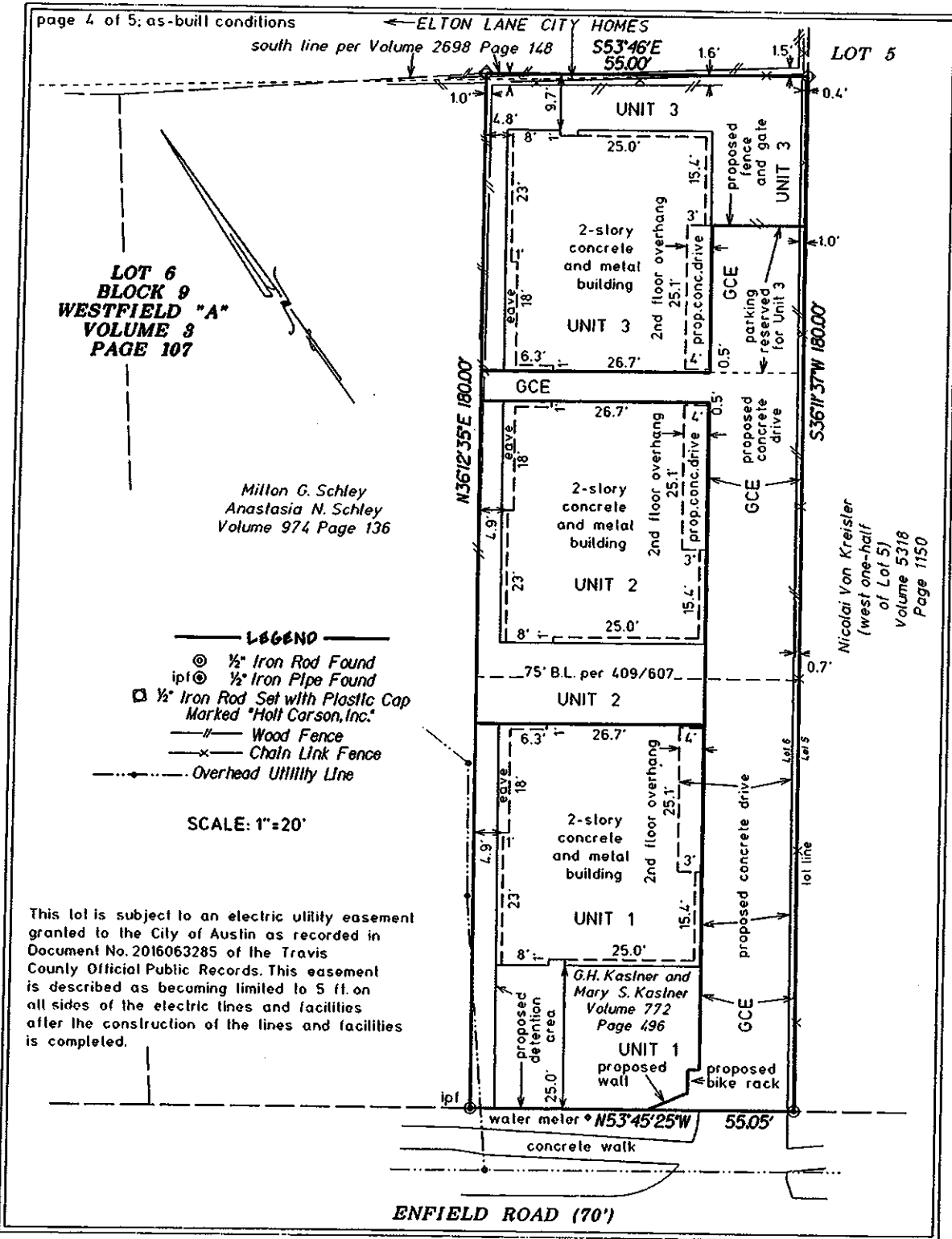
Plat of
2312 ENFIELD ROAD
CONDOMINIUMS

page 3 of 5; boundary survey sheet 2

- LEGEND**
- ⊙ ½" Iron Rod Found
 - ip⊙ ½" Iron Pipe Found
 - ⊙ Calculated Point
 - ⊠ ½" Iron Rod Set with Plastic Cap Marked "Holt Carson, Inc." (Record Bearing and Distance)

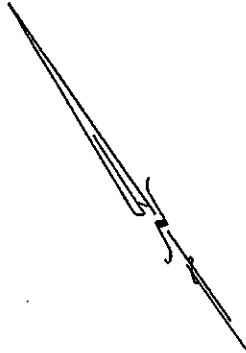
SCALE: 1"=30'





Plat of
2312 ENFIELD ROAD
CONDOMINIUMS

page 5 of 5; UNIT DIMENSIONS



LEGEND

- ⊙ ½" Iron Rod Found
- ipf ⊙ ½" Iron Pipe Found
- ⊙ Calculated Point
- ⊠ ½" Iron Rod Set with Plastic Cap Marked "Holt Carson, Inc."

SCALE: 1"=20'

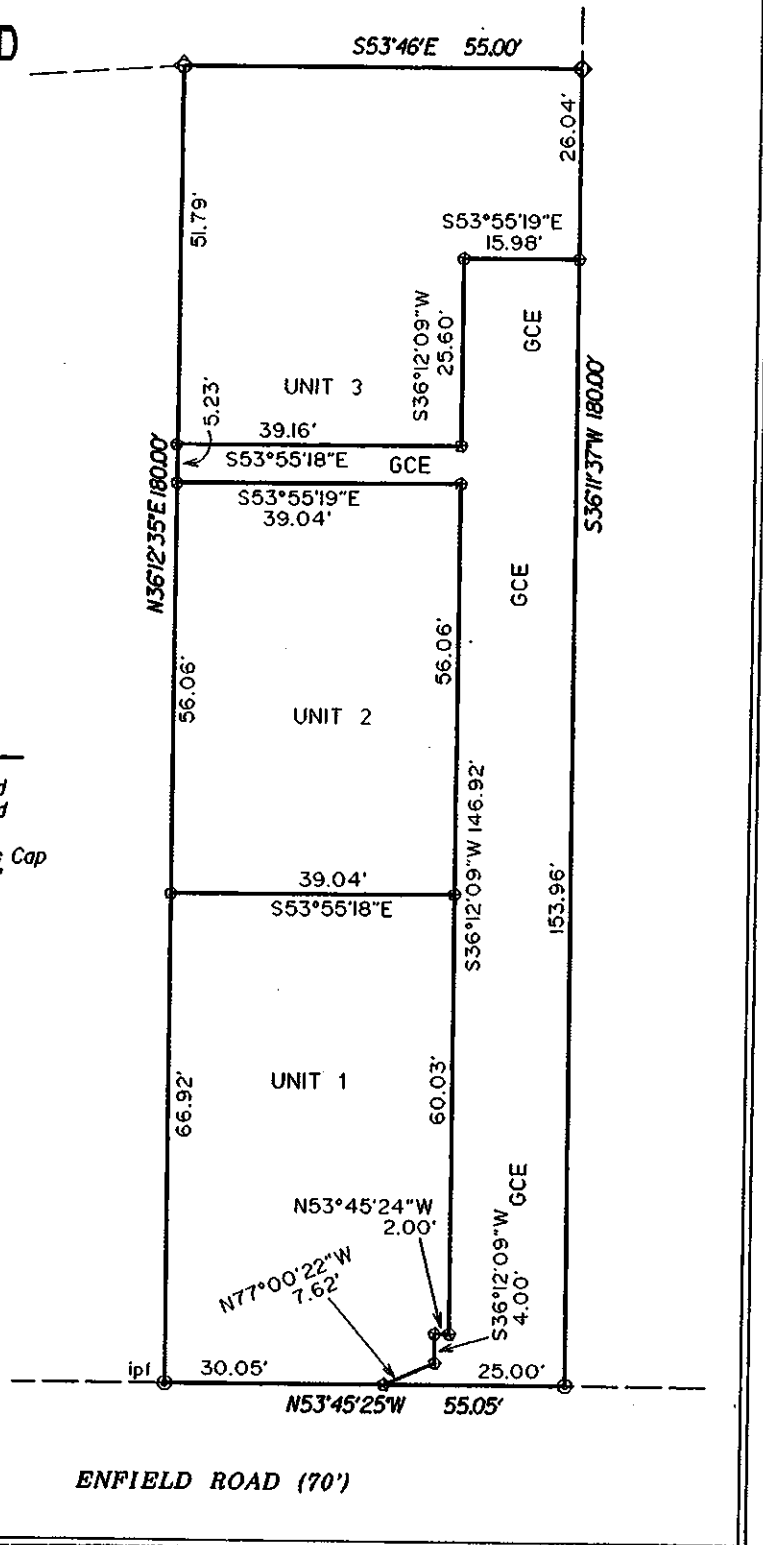


EXHIBIT "C"
Allocated Interests/Percentage Interests

UNIT NUMBER	UNDIVIDED INTEREST IN COMMON ELEMENTS	COMMON EXPENSE LIABILITY	VOTING INTEREST
Unit 1	33 1/3%	33 1/3%	33 1/3%
Unit 2	33 1/3%	33 1/3%	33 1/3%
Unit 3	33 1/3%	33 1/3%	33 1/3%



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
 TRAVIS COUNTY, TEXAS

July 26 2018 03:53 PM

FEE: \$ 126.00 2018117989

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Mar 21, 2023 12:27 PM Fee: \$26.00

2023028691

Electronically Recorded

MANAGEMENT CERTIFICATE

In compliance with the provisions of Section 82.116 of the Texas Property Code, the undersigned entity gives notice that it is managing the herein described Association:

1. **Name of the Condominium/Subdivision:** 2312 Enfield Condominium
2. **Name of the Association:** 2312 Enfield Condominium
3. **Condominium Location:** 2312 Enfield Rd Travis TX 78703
4. **Recording data for the Declaration:**

Documents recorded in 218117989, Official Public Records of Travis County, Texas.

5. **Mailing Address of the Association:** 2312 Enfield Condominium, c/o Goodwin & Company, PO Box 203310, Austin, TX 78720-3310
6. **Designated Representative:** Matt Gibson, PO Box 203310, Austin, TX 78720-3310

Website: <https://aec23.sites.townsq.io/1>
Toll Free: (855)289-6007

This management certificate is filed of record in Travis County, Texas by the entity managing the Association. It shall be valid until a later Management Certificate is filed of record by the Association or a successor manager, or until a termination of this Management Certificate is filed of record, whichever is sooner.



By: Drew Sanders, Managing Agent for 2312 Enfield
Condominium, Duly, Authorized Agent
Signed: February 21, 2023

AFTER RECORDING RETURN TO:

**Goodwin & Company
PO Box 203310
Austin, TX 78720-3310**

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was signed before me on February 21, 2023, and it was acknowledged that this instrument was signed by Drew Sanders for the purposes and intent herein expressed.



Notary Public in and for the State of Texas
Notary Printed Name: Bridget Martin

My Commission Expires: October 24, 2024



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Aug 09, 2024 09:59 AM Fee: \$25.00

2024088110

Electronically Recorded

MANAGEMENT CERTIFICATE

In compliance with the provisions of Section 82.116 of the Texas Property Code, the undersigned entity gives notice that it is managing the herein described Association:

1. **Name of the Condominium/Subdivision:** 2312 Enfield Condominium
2. **Name of the Association:** 2312 Enfield Condominium Owners Association Inc.
3. **Condominium Location:** 2312 Enfield Rd, Austin, TX 78703
4. **Recording data for the Declaration:**

Documents recorded in 218117989, Official Public Records of Travis County, Texas.

5. **Mailing Address of the Association:** 2312 Enfield Condominium Owners Association Inc., c/o Goodwin & Company, PO Box 203310, Austin, TX 78720-3310
6. **Designated Representative:** Goodwin & Company, PO Box 203310, Austin, TX 78720-3310

Website: <https://aec23.sites.townsq.io/>
Toll Free: (855)289-6007

This management certificate is filed of record in Travis County, Texas by the entity managing the Association. It shall be valid until a later Management Certificate is filed of record by the Association or a successor manager, or until a termination of this Management Certificate is filed of record, whichever is sooner.

Kaci Maglich

By: Kaci Maglich, Managing Agent for 2312 Enfield
Condominium Owners Association Inc., Duly, Authorized Agent
Signed: August 6, 2024

AFTER RECORDING RETURN TO:

**Goodwin & Company
PO Box 203310
Austin, TX 78720-3310**

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was signed before me on August 6, 2024, and it was acknowledged that this instrument was signed by Kaci Maglich for the purposes and intent herein expressed.

Bridget Martin
Notary Public in and for the State of Texas
Notary Printed Name: *Bridget Martin*

My Commission Expires: 10/24/2024

