

\$106.00

7/5/01

200100195

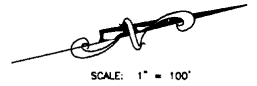
# BELLA VISTA SECTION TWO

### LEGEND

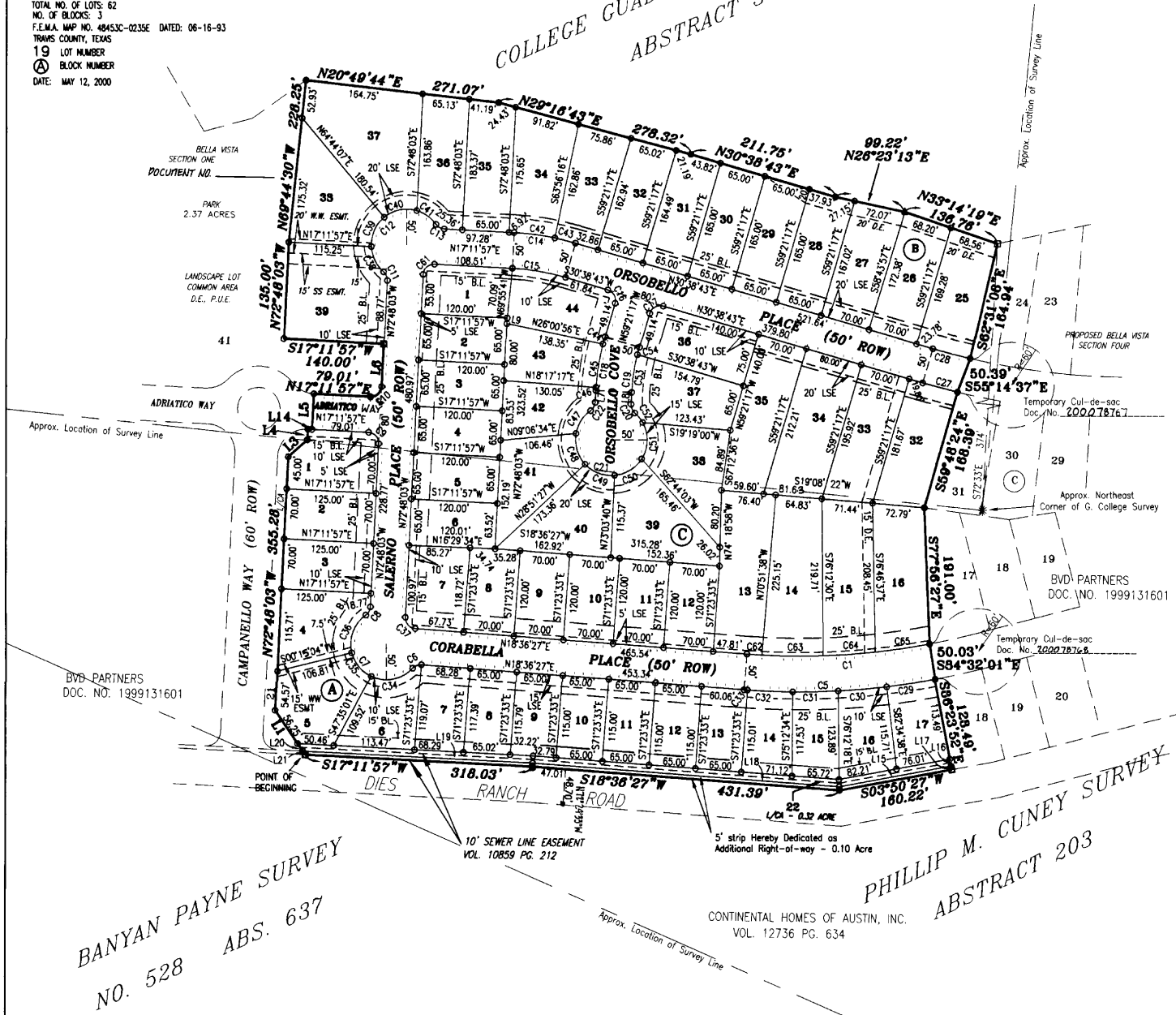
- IRON PIPE FOUND
  - NAIL FOUND
  - ◐ IRON ROD SET
  - ◑ IRON ROD FOUND
  - CONCRETE MONUMENT SET
  - ◼ CONCRETE MONUMENT FOUND
  - L/CA LANDSCAPE/Common Area
  - B.L. BUILDING SETBACK LINE
  - P.U.E. PUBLIC UTILITY EASEMENT
  - D.E. DRAINAGE EASEMENT
  - W.W. WASTE WATER
  - SS STORM SEWER
  - L.S.E. LATERAL SUPPORT EASEMENT
  - SID WALK
- OWNER: BVD PARTNERS, L.P.  
 ACREAGE: 18.49 ACRES  
 SURVEY: P. CUNY ABS. 203 & C. GUADALUPE ABS. 612  
 NO. OF SF LOTS: 61  
 NO. OF LANDSCAPE/Common Area Lots: 1  
 TOTAL NO. OF LOTS: 62  
 NO. OF BLOCKS: 3  
 F.E.M.A. MAP NO. 48453C-0235E DATED: 06-16-93  
 TRANS COUNTY, TEXAS  
 19 LOT NUMBER  
 (A) BLOCK NUMBER  
 DATE: MAY 12, 2000

4620 TOREADOR  
DOC. NO. 1999018631

COLLEGE GUADALUPE SURVEY NO. 612  
ABSTRACT 319



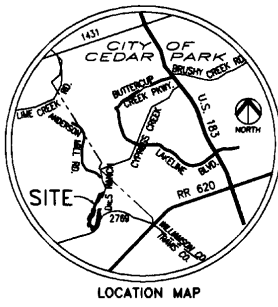
SCALE: 1" = 100'



BANYAN PAYNE SURVEY  
NO. 528 ABS. 637

PHILLIP M. CUNEY SURVEY  
ABSTRACT 203

CONTINENTAL HOMES OF AUSTIN, INC.  
VOL. 12736 PG. 634



- BENCHMARKS:**
1. 1 60D NAIL IN 14" LIVE OAK LOT 36 BLOCK "C". ELEV. 924.19
  2. 1 60D NAIL IN 14" LIVE OAK IN LOT 7 BLOCK "C" ELEV. 946.47

NOTE: A 4' SIDEWALK SHALL BE CONSTRUCTED ADJACENT TO DIES RANCH ROAD RIGHT-OF-WAY.

LINEAR FOOTAGE OF RIGHT-OF-WAY	
CORABELLA PLACE	767.27'
SALERNO PLACE	560.00'
ORSOBELLO PLACE	804.32'
ORSOBELLO COVE	227.51'
ADRIATICO WAY	125.55'
<b>TOTAL</b>	<b>2484.65'</b>

SHEET 1 OF 4

**Carlson, Brigrance & Doering, Inc.**  
 Civil Engineering • Surveying  
 3401 Slaughter Lane West • Austin, Texas 78748  
 PH: (512) 280-5160 • FAX: (512) 280-5165

PATH-G:\PROJ\3769\PLAT-SEC2.DWG JOB NO. 3769

# BELLA VISTA SECTION TWO

LINE	DIRECTION	DISTANCE
L1	S70°19'46" W	75.00'
L3	S27°48'03" E	35.36'
L4	N72°48'03" W	15.00'
L5	S72°48'03" E	50.00'
L6	N72°48'03" W	60.00'
L7	N72°48'03" W	16.73'
L8	N72°48'03" W	16.73'
L9	S72°48'03" E	7.60'
L14	S17°11'57" W	5.98'
L15	S03°50'27" W	159.55'
L16	S86°23'52" E	10.00'
L17	S86°23'52" E	5.00'
L18	S18°36'27" W	430.80'
L19	S17°11'57" W	321.84'
L20	N70°19'46" E	12.50'
L21	N70°19'46" E	6.25'

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	975.00'	256.97'	129.33'	256.23'	N11°03'25" E	15°06'03"
C5	1025.00'	268.44'	134.99'	267.67'	N11°06'17" E	15°00'18"
C6	15.00'	13.62'	7.32'	13.16'	N07°24'10" W	52°01'12"
C7	50.00'	168.10'	45.73'	99.39'	S52°54'12" W	192°37'56"
C8	15.00'	13.62'	7.32'	13.16'	N46°47'27" W	52°01'12"
C9	15.00'	23.56'	15.00'	21.21'	S62°11'57" W	90°00'00"
C10	15.00'	23.56'	15.00'	21.21'	N27°48'03" W	90°00'00"
C11	15.00'	13.62'	7.32'	13.16'	N81°11'21" E	52°01'12"
C12	50.00'	169.33'	406.04'	99.25'	N27°48'03" W	194°02'25"
C13	15.00'	13.62'	7.32'	13.16'	N43°12'33" E	52°01'12"
C14	375.00'	88.00'	44.20'	87.80'	N23°55'20" E	13°26'45"
C15	325.00'	76.27'	38.31'	76.09'	S23°55'20" W	13°26'45"
C16	15.00'	23.56'	15.00'	21.21'	S75°38'43" W	90°00'00"
C17	15.00'	23.56'	15.00'	21.21'	S14°21'17" E	90°00'00"
C18	325.00'	76.27'	38.31'	76.09'	S66°04'40" E	13°26'45"
C19	275.00'	64.54'	32.42'	64.39'	N66°04'40" W	13°26'45"
C20	15.00'	13.62'	7.32'	13.16'	S81°11'21" W	52°01'12"
C21	50.00'	247.67'	39.04'	61.54'	S17°11'57" W	284°02'25"
C22	15.00'	13.62'	7.32'	13.16'	S48°47'27" E	52°01'12"
C23	15.00'	23.56'	15.00'	21.21'	S75°38'43" W	90°00'00"
C24	15.00'	23.56'	15.00'	21.21'	N14°21'17" W	90°00'00"
C27	1025.00'	50.22'	25.12'	50.22'	S29°14'29" W	02°48'27"
C28	975.00'	53.84'	26.93'	53.84'	S29°03'47" W	03°09'51"
C29	1025.00'	68.35'	34.19'	68.33'	N05°30'45" E	03°49'14"
C30	1025.00'	68.35'	34.19'	68.33'	N09°19'58" E	03°49'14"
C31	1025.00'	63.46'	31.74'	63.45'	N13°01'01" E	03°32'51"
C32	1025.00'	63.35'	31.68'	63.33'	N16°33'40" E	03°32'27"
C33	1025.00'	4.94'	2.47'	4.94'	N18°28'10" E	00°16'33"
C34	50.00'	63.79'	37.07'	59.55'	N03°08'18" E	73°06'08"
C35	50.00'	44.12'	23.61'	42.71'	S64°58'13" W	50°33'42"
C36	50.00'	60.19'	34.34'	56.62'	N55°15'53" W	68°58'05"
C37	15.00'	23.19'	14.64'	20.95'	S62°54'12" W	86°35'31"
C38	50.00'	40.39'	21.37'	39.30'	N78°19'10" E	46°16'51"
C39	50.00'	60.49'	25.06'	44.83'	N51°54'08" W	53°16'31"
C40	50.00'	48.76'	26.52'	46.85'	S02°40'21" W	55°52'28"
C41	50.00'	33.69'	17.51'	33.06'	N49°54'52" E	38°36'35"
C42	375.00'	58.01'	29.06'	57.95'	N21°37'50" E	06°51'46"
C43	375.00'	30.00'	15.01'	29.89'	S28°21'13" W	04°43'37"
C44	325.00'	10.09'	5.04'	10.09'	N60°14'38" W	01°46'42"
C45	325.00'	61.72'	30.95'	61.63'	S66°34'26" E	10°52'53"
C46	325.00'	4.46'	2.23'	4.46'	N72°24'28" W	00°47'11"
C47	50.00'	35.03'	20.57'	38.05'	N43°08'39" W	44°43'37"
C48	50.00'	46.56'	25.12'	44.89'	S87°49'03" W	53°21'00"
C49	50.00'	45.72'	24.60'	44.14'	S34°56'47" W	52°23'32"
C50	50.00'	45.59'	24.52'	44.02'	N17°22'07" W	52°14'15"
C51	50.00'	53.68'	29.76'	51.14'	N74°14'48" W	61°31'06"
C52	50.00'	17.29'	8.73'	17.21'	S65°05'12" W	19°48'54"
C53	275.00'	53.67'	26.92'	53.59'	S67°12'34" E	11°10'57"
C54	275.00'	10.86'	5.43'	10.86'	S60°29'12" E	02°15'49"
C61	15.00'	23.56'	15.00'	21.21'	N27°48'03" W	90°00'00"
C62	975.00'	21.08'	10.54'	21.08'	S17°59'17" W	01°14'20"
C63	975.00'	85.58'	42.82'	85.55'	S14°51'14" W	05°01'44"
C64	975.00'	73.36'	36.70'	73.34'	S10°11'03" W	04°18'39"
C65	975.00'	76.95'	38.50'	76.93'	S05°46'04" W	04°31'19"

Carlson, Brigrance & Doering, Inc.  
 Civil Engineering & Surveying  
 3401 Slaughter Lane West • Austin, Texas 78748  
 PH: (512) 280-5160 • FAX: (512) 280-5165

JOB NO. 3769

# BELLA VISTA SECTION TWO

STATE OF TEXAS:

COUNTY OF TRAVIS:

KNOW ALL MEN BY THESE PRESENTS: THAT BVD PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP, HEREIN BY AND THROUGH BVD MANAGEMENT CORPORATION, ITS SOLE GENERAL PARTNER, JOSEPH A. DIQUINZIO, JR., PRESIDENT, HAVING ITS HOME OFFICE IN AUSTIN, TEXAS, BEING OWNERS OF THAT CERTAIN 107.49 ACRE TRACT OF LAND OUT OF AND A PART OF THE COLLEGE GUADALUPE SURVEY NO. 812, ABSTRACT 319, AND THE PHILLIP M. CUNEY SURVEY, ABSTRACT 203, SITUATED IN TRAVIS COUNTY, TEXAS, CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 1999131601 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 18.49 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, TO BE KNOWN AS

## "BELLA VISTA SECTION TWO"

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS, SHOWN HEREON.

WITNESS MY HAND, THIS THE 25th DAY OF May, 2000, A.D.

BVD PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP  
BY: BVD MANAGEMENT CORPORATION

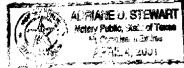
  
JOSEPH A. DIQUINZIO, JR., PRESIDENT  
BVD MANAGEMENT CORPORATION, GENERAL PARTNER  
602 WEST 9TH STREET  
AUSTIN, TEXAS 78768-5229

STATE OF TEXAS:  
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOSEPH A. DIQUINZIO, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, 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 SEAL OF OFFICE, THIS THE 25th DAY OF May, 2000, A.D.

  
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

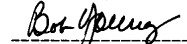


APPROVED THIS THE 26th DAY OF JUNE, 2000, A.D., BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF CEDAR PARK, TEXAS AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF TRAVIS COUNTY, TEXAS.

  
SANDY TRULLILLO, CHAIRPERSON JOHN PATNE, VICE CHAIR  
PLANNING AND ZONING COMMISSION

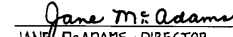
  
MIKE PEREZ, SECRETARY  
PLANNING AND ZONING COMMISSION

I, BOB YOUNG, MAYOR OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZE AND APPROVE THIS PLAT TO BE FILED FOR RECORD BY THE COUNTY CLERK OF TRAVIS COUNTY, TEXAS.

  
BOB YOUNG  
MAYOR, CITY OF CEDAR PARK


  
LEANN M. BARNES  
CITY SECRETARY, CITY OF CEDAR PARK

THIS SUBDIVISION IS IN THE ETJ OF THE CITY OF CEDAR PARK, TEXAS, THIS THE 27th DAY OF MAY, 2001.

  
JANE M. ADAMS - DIRECTOR  
PLANNING DEPARTMENT - CITY OF CEDAR PARK

GENERAL NOTES:

1. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF CEDAR PARK AND TRAVIS COUNTY, PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
2. ALL SUBDIVISION CONSTRUCTION INCLUDING STREETS, DRAINAGE, WATER, WASTEWATER, ETC. SHALL CONFORM TO CITY OF CEDAR PARK CODE OF ORDINANCES AND CONSTRUCTION STANDARDS.
3. ON-SITE OR OFF-SITE DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE TO EXISTING PRE-DEVELOPED PEAK RATES OF DISCHARGE FOR THE 2, 25 AND 100 YEAR STORM EVENTS.
4. 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 CEDAR PARK. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLAITING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
5. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS ARE RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS, WATER SYSTEMS, WASTEWATER SYSTEMS AND OTHER FACILITIES NECESSARY TO SERVE THE LOTS WITHIN THE SUBDIVISION.
6. SITE DEVELOPMENT CONSTRUCTION PLANS SHALL BE REVIEWED AND APPROVED BY THE CITY OF CEDAR PARK PRIOR TO ANY CONSTRUCTION.
7. WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TEXAS NATURAL RESOURCES CONSERVATION COMMISSION AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLAITING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE, IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
8. SUBDIVISION IMPROVEMENTS SHALL BE COMPLETED IN ACCORDANCE WITH CONSTRUCTION PLANS APPROVED BY TRAVIS COUNTY AND THE CITY OF CEDAR PARK OR FISCAL SURETY FOR SUBDIVISION CONSTRUCTION IN A FORM ACCEPTABLE TO TRAVIS COUNTY SHALL BE PROVIDED.
9. TEMPORARY AND PERMANENT OFF-SITE EASEMENTS, AS REQUIRED, WILL BE PROVIDED FOR CONSTRUCTION OF WATER WASTEWATER AND DRAINAGE FACILITIES PRIOR TO CONSTRUCTION PLAN APPROVAL.
10. ALL OFF-SITE WATER AND WASTEWATER FACILITIES NECESSARY TO OBTAIN SERVICE FROM THE CITY SHALL BE PROVIDED BY OWNER OR HIS OR HER SUCCESSORS OR ASSIGNS.
11. THE DEVELOPER IS RESPONSIBLE FOR ALL RELOCATION AND MODIFICATIONS TO EXISTING UTILITIES IDENTIFIED DURING REVIEW OF SUBDIVISION CONSTRUCTION PLANS.
12. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOTS IN THIS SUBDIVISION, BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF CEDAR PARK.
13. THIS SUBDIVISION IS SUBJECT TO THE LAKE TRAVIS NON-POINT SOURCE POLLUTION CONTROL ORDINANCE OF THE CEDAR PARK CITY CODE. A NON-POINT SOURCE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY CONSTRUCTION WITHIN THIS SUBDIVISION.
14. SIDEWALKS SHALL BE INSTALLED ON BOTH SIDES OF ALL STREETS, INCLUDING CORABELLA PLACE, SALERNO PLACE, ORSOBELLO PLACE, ORSOBELLO COVE, AND ADRIATICO WAY. ALSO THE SUBDIVISION SIDE OF DIES RANCH ROAD. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL OR COMMERCIAL LOT SHALL BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED. WHERE THERE ARE DOUBLE FRONTAGE LOTS, SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE ALSO REQUIRED TO BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED.
15. TRAVIS COUNTY DEVELOPMENT PERMIT REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
16. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC SEWER SYSTEM AND AN APPROVED POTABLE WATER SYSTEM.
17. WATER AND WASTEWATER FOR THIS SUBDIVISION SHALL BE PROVIDED BY WILLIAMSON/TRAVIS COUNTIES WCID NO. 1E.
18. NO OBJECT, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE ALLOWED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF CEDAR PARK PUBLIC WORKS DEPARTMENT.
19. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF CEDAR PARK AND TRAVIS COUNTY.
20. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
21. FISCAL SURETY FOR SUBDIVISION CONSTRUCTION, IN A FORM ACCEPTABLE TO TRAVIS COUNTY, SHALL BE PROVIDED.
22. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50 FEET OF 60% OF PARCEL FRONTAGE, WHICHEVER IS LESS, TO THE RIGHT-OF-WAY OF AN INTERSECTING LOCAL OR COLLECTOR STREET.
23. NO BUILDING SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO CITY OF CEDAR PARK WATER AND WASTEWATER SERVICE.
24. ALL INTERIOR LOTS ARE AT LEAST 7,425 SQUARE FEET IN AREA AND ALL CORNER LOTS ARE AT LEAST 8,000 SQUARE FEET IN AREA.
25. DRIVEWAY ACCESS IS PROHIBITED FROM ALL SINGLE FAMILY LOTS TO DIES RANCH ROAD.
26. DRIVEWAY ACCESS IS PROHIBITED FROM LOT 1, BLOCK A TO ADRIATICO WAY.
27. DRAINAGE EASEMENT IS ENCLOSED CONDUIT.
28. COMMUNITY IMPACT FEES FOR INDIVIDUAL LOTS TO BE PAID PRIOR TO ISSUANCE OF ANY BUILDING PERMITS.
29. LOT 22, BLOCK A IS A LANDSCAPE/Common Area/PEDESTRIAN ACCESS EASEMENT AND SHALL BE OWNED AND MAINTAINED BY THE BELLA VISTA HOMEOWNERS ASSOCIATION, INC. OR ITS ASSIGNS.
30. A TEN (10) FOOT WIDE PUE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHTS-OF-WAY ON ALL LOTS. A FIVE (5) FOOT WIDE PUE IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE FROM THE FRONT PROPERTY LINE TO THE FRONT BUILDING LINE. PUE'S SEVEN AND ONE HALF (7.5) FOOT IN WIDTH ARE HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES.
31. THIS SUBDIVISION IS SUBJECT TO A HOMEOWNERS ASSOCIATIONAL AGREEMENT AS RECORDED IN DOCUMENT NUMBER 2001082453 OF THE TRAVIS COUNTY OFFICIAL PUBLIC RECORDS.
32. PRIOR TO GRADING, ANY TYPE OF EARTH MOVING, CONSTRUCTION OF, ON OR UNDER THE LAND IN THIS SUBDIVISION, A DRAINAGE PLAN DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER SHALL BE SUBMITTED FOR THE PROPOSED DEVELOPMENT, AND MODIFICATION THEREOF TO THE CITY OF CEDAR PARK FOR REVIEW AND APPROVAL.
33. THE PLAT RESTRICTIONS WILL BE ENFORCED THROUGH APPROPRIATE LEGAL PROCEDURE TO PROHIBIT THE CONSTRUCTION, CONNECTION OF UTILITIES OR ISSUING PERMITS UNLESS OR UNTIL THE REQUIREMENTS OF THE PLAT RESTRICTIONS HAVE BEEN ACHIEVED.
34. PRIOR TO COUNTY ACCEPTANCE OF STREETS AND DRAINAGE IN BELLA VISTA SECTION TWO, THE STREETS IN BELLA VISTA SECTION ONE, A FINAL PART OF RECORD IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SHALL BE CONSTRUCTED AND ACCEPTED. PRIOR TO COUNTY ACCEPTANCE OF BELLA VISTA SECTION TWO, BELLA VISTA ONE MUST BE ACCEPTED.



Carlson, Brigance & Doering, Inc.  
Civil Engineering • Surveying  
3401 Slaughter Lane West • Austin, Texas 78748

# BELLA VISTA SECTION TWO

## FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE COLLEGE GUADALUPE SURVEY NO. 612, ABSTRACT 319, AND THE PHILLIP M. CUNY SURVEY, ABSTRACT 203, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THAT CERTAIN TRACT OF LAND CONVEYED TO BVD PARTNERS, L.P. IN DOCUMENT NO. 1999131601 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT BEING 18.49 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CONCRETE MONUMENT SET IN THE WEST RIGHT-OF-WAY LINE OF DIES RANCH ROAD, AN EXISTING 60-FOOT WIDE RIGHT-OF-WAY, BEING ALSO THE EAST LINE OF SAID BVD PARTNERS TRACT, FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED 18.49 ACRE TRACT OF LAND,

THENCE, DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID DIES RANCH ROAD, AND CROSSING SAID BVD PARTNERS TRACT, FOR THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES, NUMBERED 1 THROUGH 12:

1. S70°19'46"W, A DISTANCE OF 75.00 FEET TO AN IRON ROD SET,
2. N72°48'03"W, A DISTANCE OF 355.28 FEET TO AN IRON ROD SET,
3. N27°48'03"W, A DISTANCE OF 35.36 FEET TO AN IRON ROD SET,
4. N72°48'03"W, A DISTANCE OF 15.00 FEET TO AN IRON ROD FOUND,
5. N17°11'57"E, A DISTANCE OF 5.99 FEET TO AN IRON ROD SET,
6. N72°48'03"W, A DISTANCE OF 50.00 FEET TO AN IRON ROD SET,
7. N17°11'57"E, A DISTANCE OF 79.01 FEET TO AN IRON ROD SET AT A POINT OF CURVATURE TO THE LEFT,
8. WITH SAID CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, AND WHOSE CHORD BEARS, N27°48'03"W, A DISTANCE OF 21.21 FEET TO AN IRON ROD SET AT THE POINT OF TANGENCY,
9. N72°48'03"W, A DISTANCE OF 60.00 FEET TO A CONCRETE MONUMENT SET,
10. S17°11'57"W, A DISTANCE OF 140.00 FEET TO AN IRON ROD SET,
11. N72°48'03"W, A DISTANCE OF 135.00 FEET TO AN IRON ROD SET, AND
12. N69°44'30"W, A DISTANCE OF 226.25 FEET TO AN IRON ROD FOUND IN THE WEST LINE OF SAID BVD PARTNERS TRACT, BEING ALSO THE EAST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO 4620 TOREADOR IN DOCUMENT NO. 1999018631 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE WEST LINE OF SAID BVD PARTNERS TRACT, BEING ALSO THE EAST LINE OF SAID 4620 TOREADOR TRACT, FOR THE WEST LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES, NUMBERED 1 THROUGH 5,

1. N20°49'44"E, A DISTANCE OF 271.07 FEET TO AN IRON ROD FOUND,
2. N29°18'43"E, A DISTANCE OF 278.32 FEET TO AN IRON ROD FOUND,
3. N30°38'43"E, A DISTANCE OF 211.75 FEET TO AN IRON ROD FOUND,
4. N26°23'13"E, A DISTANCE OF 99.22 FEET TO A NAIL FOUND, AND
5. N33°14'19"E, A DISTANCE OF 136.76 FEET TO A CONCRETE MONUMENT SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, DEPARTING THE EAST LINE OF SAID 4620 TOREADOR TRACT, AND CROSSING SAID BVD PARTNERS TRACT, FOR THE NORTH LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING SIX (6) COURSES AND DISTANCES, NUMBERED 1 THROUGH 6,

1. S62°31'08"E, A DISTANCE OF 164.94 FEET TO AN IRON ROD SET,
2. S55°14'37"E, A DISTANCE OF 50.39 FEET TO AN IRON ROD SET,
3. S59°48'24"E, A DISTANCE OF 168.39 FEET TO AN IRON ROD SET,
4. S77°56'27"E, A DISTANCE OF 191.00 FEET TO AN IRON ROD SET, AND
5. S84°32'01"E, A DISTANCE OF 50.03 FEET TO AN IRON ROD SET, AND
6. S86°23'52"E, A DISTANCE OF 128.49 FEET TO A CONCRETE MONUMENT SET IN THE WEST RIGHT-OF-WAY LINE OF SAID DIES RANCH ROAD, BEING ALSO THE EAST LINE OF SAID BVD PARTNERS TRACT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT

THENCE, WITH THE EAST LINE OF SAID BVD PARTNERS TRACT, BEING ALSO THE WEST RIGHT-OF-WAY LINE OF SAID DIES RANCH ROAD, FOR THE EAST LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

1. S03°50'27"W, A DISTANCE OF 160.22 FEET TO AN IRON ROD FOUND,
2. S18°36'27"W, A DISTANCE OF 431.39 FEET TO AN IRON ROD FOUND, AND
3. S17°11'57"W, A DISTANCE OF 318.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.49 ACRES OF LAND.

FLOOD PLAIN NOTE: THE 100 YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAP NO. 48453C-0235E FOR TRAVIS COUNTY, TEXAS, DATED JUNE 16, 1993.

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, CHARLES R. BRIGANCE, JR., P.E., DO HEREBY CERTIFY THAT THIS PLAT IS NOT WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND THAT NO LOT WITHIN THIS SUBDIVISION IS ENCRACED BY ANY AREA WHICH IS SUBJECT TO A 1% CHANCE OF FLOODING DURING ANY GIVEN YEAR

ENGINEERING BY: Charles R. Brigance, Jr. 5/22/00  
 CHARLES R. BRIGANCE, JR. P.E. NO. 64346 DATE  
 CARLSON, BRIGANCE & DOERING, INC.  
 3401 SLAUGHTER LANE WEST, AUSTIN, TEXAS 78748



STATE OF TEXAS:

COUNTY OF TRAVIS:

I, THOMAS J. DODD, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE CODES AND ORDINANCES OF CITY OF CEDAR PARK, TEXAS.

SURVEYED BY: Thomas J. Dodd 5-22-00  
 THOMAS J. DODD, R.P.L.S. NO. 1882 DATE  
 CARLSON, BRIGANCE & DOERING, INC.  
 3401 SLAUGHTER LANE WEST, AUSTIN, TEXAS 78748



STATE OF TEXAS:

COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 12<sup>th</sup> DAY OF June, 2001, A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT, IN BOOK 6 PAGE(S) 29

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 5<sup>th</sup> DAY OF July, 2001, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: Robert Reemis  
 DEPUTY

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT; OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH; THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 12<sup>th</sup> DAY OF June, 2001, A.D., AT 12:30 O'CLOCK P.M., AND DULY RECORDED ON THE 12<sup>th</sup> DAY OF June, 2001, A.D., AT 12:30 O'CLOCK P.M., IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS DOCUMENT NUMBER 200100195

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT, THIS THE 12<sup>th</sup> DAY OF June, 2001, A.D.

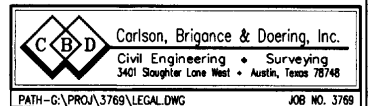
DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: Dana Debeauvoir  
 DEPUTY

FILED FOR RECORD AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: Dana Debeauvoir  
 DEPUTY



**NOTICE**

Prepared by the State Bar of Texas for use by Lawyers only. Reviewed 1-1-76.  
To select the proper form, fill in blank spaces, strike out form provisions or  
insert special terms constitutes the practice of law. No "standard form" can  
meet all requirements.

*Geo*

**WARRANTY DEED WITH VENDOR'S LIEN**

THE STATE OF TEXAS      JUN 19-8625\*    959    \*    9.00      2-31-1970  
COUNTY OF TRAVIS      }      KNOW ALL MEN BY THESE PRESENTS:

That I, KENNETH BOWLIN, Trustee (herein called "grantor"),  
of the County of                      Bexar                                      and State of                      Texas                                      for and in  
consideration of the sum of    TEN AND NO/100-----  
-----(\$10.00)----- DOLLARS

and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which  
is hereby acknowledged, and the further consideration of the execution and delivery by grantees of  
their one certain promissory note (hereinafter called "Wrap Note") of even date herewith,  
in the principal sum of \$27,200.00, payable to the order of grantor in monthly install-  
ments and bearing interest as therein provided, containing the usual clauses providing  
for acceleration of maturity and for attorney's fees,

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed  
of trust of even date herewith to                                      ROBERT GUNN,                                      Trustee,  
have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

FRANK De GROOT and wife, GLORIA ANNE De GROOT, (herein called "Grantee"  
of the County of                      Travis                      whether one or more)                      and State of                      Texas                      , all of the following described real  
property in                      Travis                      County, Texas, to-wit:

9.22 acres of land out of and a part of the Rachel Saul Survey situated in  
Travis County, Texas, said 9.22 acre tract being more fully described by  
metes and bounds in Exhibit "A" attached hereto and incorporated herein for  
all purposes.

**DEED RECORDS**  
Travis County, Texas

7013      764

It is specifically stipulated and understood by both grantor and grantee herein that there is 'of record and unreleased the following prior lien indebtedness' (hereinafter called "Prior Notes") secured by the following liens (hereinafter called "Prior Liens"):

(1) Note dated April 7, 1972, in the original principal sum of \$29,478.00, executed by Mark M. Brauer, Trustee, payable to the order of Walter Yates, secured by a deed of trust of even date therewith to Harry E. Brandt, Trustee, recorded in Volume 4304, Page 2365, Deed of Trust Records of Travis County, Texas; and, 2-31-1971

(2) Note dated March 30, 1974, in the original principal sum of \$56,860.00, executed by Kenneth Bowlin, Trustee, payable to the order of Mark M. Brauer, Trustee, secured by a deed of trust of even date therewith to W. W. Patterson, Trustee, recorded in Volume 4882, Page 1622, Deed of Trust Records of Travis County, Texas.

Grantee is not assuming said Prior Notes but grantor specifically agrees to pay (subject to the payment of the Wrap Note) said Prior Notes as they become due (not later than their maturity date, thereby keeping same current and not in default) and to pay same in full no later than the date when the Wrap Note set out herein is paid in full. In the event there is a default in the payment of said Prior Notes and/or in the terms and conditions of the lien instruments securing same, then the owner of the herein described property may correct said default and the amount of any funds expended in such correction shall be considered a payment on the Wrap Note executed by grantee herein, and any payment so made and expenses incurred and paid shall be credited on the first maturing payment due on said Wrap Note. Any partial prepayments of principal on the Wrap Note executed by grantee herein shall immediately be prepaid by the noteholder on the Prior Notes so as to reduce the balances thereof and grantor shall forthwith arrange to secure a partial release from the liens securing the Prior Notes. The agreement of the grantor herein to pay said Prior Notes is conditioned upon there being no default in the payment of the Wrap Note.

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way and easements, if any, affecting the above described property, that are valid, existing and properly of record and subject, further, to taxes for the year 1980 and subsequent years.

**TO HAVE AND TO HOLD** the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee s, their heirs and assigns forever; and I do hereby bind myself, my assigns, heirs, executors and administrators to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the **VENDOR'S LIEN**, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

No structure of a temporary character, trailer, mobile home, tent, shack, garage, or other outbuilding shall be used on any portion of the herein described property at any time as a residence, either temporarily or permanently.

EXECUTED this 28th day of May, A. D. 1980.

*Kenneth Bowlin*  
KENNETH BOWLIN, Trustee

7013 765

(Acknowledgment)

THE STATE OF TEXAS }  
COUNTY OF ~~DEWITT~~ TRAVIS

2-31-1972

Before me, the undersigned authority, on this day personally appeared KENNETH BOWLIN, Trustee

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 stated.

Given under my hand and seal of office on this the 13<sup>th</sup> day of June, A.D. 19 80

Notary Public in and for ~~DEWITT~~ TRAVIS County, Texas.  
My commission expires 4-19-81, 1981  
RIDGE WILLIAMS  
(Printed or stamped name of notary)

NOTARY SEAL

(Acknowledgment)

THE STATE OF TEXAS }  
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person..... whose name..... subscribed to the foregoing instrument, and acknowledged to me that..... he..... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_

Notary Public in and for \_\_\_\_\_ County, Texas.  
My commission expires \_\_\_\_\_, 19\_\_\_\_\_  
(Printed or stamped name of notary)

(Acknowledgment)

THE STATE OF TEXAS }  
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person..... whose name..... subscribed to the foregoing instrument, and acknowledged to me that..... he..... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_

Notary Public in and for \_\_\_\_\_ County, Texas.  
My commission expires \_\_\_\_\_, 19\_\_\_\_\_  
(Printed or stamped name of notary)

(Corporate Acknowledgment)

THE STATE OF TEXAS }  
COUNTY OF

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ of \_\_\_\_\_

a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_

Notary Public in and for \_\_\_\_\_ County, Texas.  
My commission expires \_\_\_\_\_, 19\_\_\_\_\_  
(Printed or stamped name of notary)

7013 766

EXHIBIT "A"

2-31-1973

BEGINNING at an iron pin found at the most southerly corner of said 34.68 acre tract in the west line of the Anderson Mill - Cedar Park Road and the east line of the P. Cuney Survey for the most southerly corner of the 9.22 acre tract herein described;

THENCE, with the west line of said road, the following four (4) courses:

1. N00°-36'-22"W, 447.56 feet to a steel pin set;
2. N05°-53'-56"E, 233.02 feet to a steel pin set;
3. N16°-29'-39"E, 215.48 feet to a steel pin set;
4. N35°-03'-40"E, 175.98 feet to a steel pin set for the

northeast corner of the 9.22 acre tract herein described;

THENCE, leaving the west line of said road, S72°-11'-39"W 1006.01 feet to an iron pin found in the west line of said 34.68 acre tract for the northwest corner of the 9.22 acre tract herein described;

THENCE, with the west line of said 34.68 acre tract, S47°-03'-44"E 1060.44 feet to the place of BEGINNING containing 9.22 acres of land.

FILED

JUN 19 2 36 PM '80

*Laura R. Hopkins*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this Instrument was FILED on the  
date and at the time stamped hereon by me; and was duly  
RECORDED, in the Volume and Page of the named RECORDS  
of Travis County, Texas, as Stamped hereon by me, on .

JUN 19 1980



*Laura R. Hopkins*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

7013 767



## DECLARATION OF RESIDENTIAL RESTRICTIONS

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

5

BG

BVD PARTNERS, L P , a Texas limited partnership ("Declarant"), does hereby impose the following residential protective covenants, conditions, and restrictions (collectively, the "Restrictions"), which Restrictions shall run with the Subject Property (as hereinafter defined) and which shall be binding upon and inure to the benefit of each owner of the Subject Property, or portion thereof, and upon the respective heirs, legal representatives, successors, and assigns of such owners (hereinafter collectively referred to as "Owners" or singularly as an "Owner") and to the benefit of any holder of any lien encumbering any of the Subject Property, and upon the respective heirs, legal representatives, successors, and assigns of such lenders (hereinafter collectively referred to as "Lienholders" or singularly as a "Lienholder"); provided, however, that this Declaration will be supplanted and replaced by "Restrictions" subsequently filed by Declarant and consented to by First Continental Investment Co , Ltd. which are anticipated to be more expansive in scope.

### ARTICLE I. RECITALS

**WHEREAS**, Declarant is the owner of that certain tract of real property (the "Subject Property") situated in Travis County, Texas, which Subject Property is more particularly described by metes and bounds in the attached **Exhibit "A,"** which **Exhibit "A"** is incorporated herein for all purposes, and

**WHEREAS**, Declarant desires to establish the Restrictions upon the Subject Property, to assure that the Subject Property is used and developed exclusively for residential use,

**NOW, THEREFORE**, in consideration of the premises, Declarant hereby establishes the Restrictions as follows:

### ARTICLE II. RESTRICTIONS

2.1. **Use as Residential Real Property.** The Subject Property shall be used, maintained, developed, operated, and occupied only as "residential real property" as that term is defined in the Depository Institution Deregulation and Monetary Control Act of 1980, as amended (12 U.S.C. § 1735f-7, *et seq*) and the regulations promulgated thereunder, as amended (contained in 12 C.F.R. § 590.1, *et seq*) (hereinafter collectively referred to as "DIDMCA"), and no use, maintenance, development, operation or occupation of the Subject Property or any portion thereof shall be permitted by these Restrictions which would cause the Subject Property to fall outside the definition of "residential real property" as that term is defined in DIDMCA. Portions of the Subject Property may be dedicated for parkland, recreational areas and detention ponds, together with other residential-related activities

2.2. **Prohibition of Offensive Activities.** Without limiting the generality of the foregoing Section 2.1, no activity, whether for profit or not, shall be carried on at the Subject Property which may be or become an annoyance or nuisance, and no noxious or offensive activity shall be permitted at the Subject Property.

### ARTICLE III. GENERAL

3.1. **Enforcement.** The restrictions adopted and established for the Subject Property by these Restrictions are imposed upon and made applicable to the Subject Property and shall run with the Subject Property and shall be binding upon and inure to the benefit of and be enforceable by Declarant, any Owner, and by any Lienholder and each purchaser, grantee, and lessee of the Subject Property or any portion thereof, and the respective heirs, legal representatives, successors and assigns of Declarant, any Owner, and by any Lienholder, and each purchaser, grantee, and lessee of the Subject Property.

3.2. **Strict Compliance.** Each Owner of the Subject Property, or any portion thereof shall strictly comply with the purposes of these Restrictions. Failure to strictly comply with any of these Restrictions shall be grounds for an action to recover sums due for damages, injunctive relief, or both maintainable by Declarant, any Lienholder and each purchaser, grantee, Owner and lessee of the Subject Property or any portion thereof, and the respective heirs, legal representatives, successors and assigns of Declarant, and each purchaser, grantee, Owner and lessee of the Subject Property.

3.3. **Severability.** Invalidation of any one of these Restrictions by judgment, court order, or otherwise shall in no way affect any other provision of these Restrictions, all of which shall remain in full force and effect

3.4. **Amendment.** These Restrictions may not be amended, altered, repealed or modified in any way unless and until: (i) all liens secured by a valid mortgage, deed of trust, or other instrument covering all or any portion of Subject Property are fully discharged and released, and (ii) the approval of the Owners of seventy-five percent (75%) of the Subject Property is obtained as evidenced by a written instrument executed by such Owners and filed in the Real Property Records of Travis County, Texas. Notwithstanding the foregoing, the Owners of seventy-five percent (75%) of the Subject Property, together with the lienholders, may supplement or replace the Restrictions with additional covenants, conditions, easements and restrictions customarily established for residential subdivisions, including the creation of unrestricted reserves or commercial reserves for outparcels whose uses are beneficial to residential subdivisions.

3.5. **Gender and Number.** The singular wherever used herein shall be construed to mean the plural where applicable, the pronouns of any gender shall include the other genders, and the necessary grammatical changes required to make the provisions hereof applicable to individuals, corporations, trusts, partnerships, or other entities shall in all cases be assumed as though in each case fully expressed.

3.6. **Interpretation.** If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible or more than one or conflicting interpretations, then the

interpretation which is most nearly in accord with the general purposes and objectives of this Declaration shall govern.

3.7. **Omissions.** If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference

IN WITNESS WHEREOF, the undersigned have executed this document effective as of this 14 day of October, 1999.

DECLARANT

BVD PARTNERS, L.P., a Texas limited partnership

By: BVD Management Corporation, sole general partner

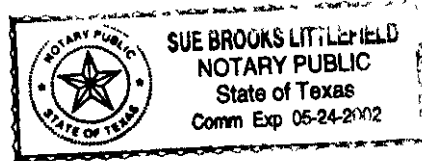
By:   
Joseph A. DiQuinzio, Jr., President

STATE OF TEXAS |  
COUNTY OF TRAVIS |

This instrument was acknowledged before me on October 14 1999, by Joseph A. DiQuinzio, Jr, President of BVD Management Corporation, a Texas corporation, sole general partner of BVD Partners, L P , a Texas limited partnership, on behalf of said limited partnership.

  
Notary Public, State of Texas

After Recording, Return to:



# EXHIBIT "A"

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SAMUEL BLAKEY SURVEY NO. 32, ABSTRACT 49, THE JACK DIES SURVEY NO. 1855, ABSTRACT 2735, THE BANYAN PAYNE SURVEY NO. 528, ABSTRACT 637, THE WILLIAM A. KING SURVEY NO. 434, ABSTRACT 469, THE COLLEGE GUADALUPE SURVEY NO. 612, ABSTRACT 319, THE PHILLIP M. CUNEY SURVEY, ABSTRACT 203, AND THE RACHAEL SAUL SURVEY, ABSTRACT 551 SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THAT CERTAIN TRACT OF LAND CONVEYED TO 4620 TOREADOR, LTD. IN DOCUMENT NO. 1999018631 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT BEING 107.39 ACRES OF LAND AND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a ½-inch iron pipe found at the intersection of the west right-of-way line of Dies Ranch Road, a 60-foot wide right-of-way and the north right-of-way line of F.M. 2769, a 100-foot wide right-of-way, being in the east line of said 4620 Toreador tract, for the POINT OF BEGINNING of the herein described 107.39 acre tract of land,

THENCE, with the north right-of-way line of said F.M. 2769, being also the east line of said 4620 Toreador tract, for the east line of the herein described tract, the following six (6) courses and distances, numbered 1 through 6,

- 1 With a curve to the left having a radius of 1004.93 feet, an arc length of 427.65 feet, and whose chord bears, S21°56'59"W, a distance of 424.43 feet to an iron rod set, from which point an iron rod found across said F.M. 2769 right-of-way bears, S80°14'29"E, a distance of 100.00 feet,
- 2 S09°52'00"W, a distance of 304.00 feet to an iron rod set at a point of curvature to the right, from which point an iron rod found across said F.M. 2769 right-of-way bears, S80°08'49"E, a distance of 100.00 feet,
3. With said curve to the right having a radius of 1095.92, an arc length of 583.26 feet, and whose chord bears, S25°05'59"W, a distance of 576.40 feet to an iron rod set,
- 4 S40°18'58"W, a distance of 233.94 feet to an iron rod set,
- 5 S53°55'58"W, a distance of 42.69 feet to an iron rod set at a point of curvature to the right, and
6. With said curve to the right having a radius of 1085.92, an arc length of 494.37 feet, and whose chord bears, S53°23'58"W, a distance of 490.11 feet to an iron rod set, for the most southerly corner of the herein described tract,

THENCE, departing the south right-of-way line of said F.M. 2769, and crossing said 4620 Toreador tract, for the west line of the herein described tract, the following twenty-five (25) courses and distances, numbered 1 through 25,

- 1 N28°30'17"W, a distance of 418.69 feet to an iron rod set,
- 2 N06°56'14"W, a distance of 324.69 feet to an iron rod set,
3. S84°12'09"W, a distance of 329.61 feet to an iron rod set,
- 4 N11°54'32"W, a distance of 370.75 feet to an iron rod set,
- 5 N42°18'24"E, a distance of 329.85 feet to an iron rod set,
- 6 N29°07'07"W, a distance of 355.90 feet to an iron rod set,
- 7 N25°06'25"E, a distance of 390.86 feet to an iron rod set,
- 8 N33°12'36"E, a distance of 330.81 feet to an iron rod set,
- 9 N72°39'12"E, a distance of 307.45 feet to an iron rod set,
- 10 N43°09'05"W, a distance of 215.08 feet to a PK nail set,
- 11 N05°11'55"E, a distance of 201.38 feet to an iron rod set,
- 12 N23°45'09"E, a distance of 145.70 feet to an iron rod set,

# EXHIBIT "A"

- 13 N46°23'31"E, a distance of 155.65 feet to an iron rod set,
- 14 N74°32'11"E, a distance of 103.32 feet to an iron rod set,
- 15 N00°43'47"W, a distance of 70.01 feet to an iron rod set,
- 16 N21°02'51"W, a distance of 92.29 feet to an iron rod set,
- 17 N20°49'44"E, a distance of 271.07 feet to an iron rod set,
- 18 N29°16'43"E, a distance of 278.32 feet to an iron rod set,
- 19 N30°38'43"E, a distance of 211.75 feet to an iron rod set,
- 20 N26°23'13"E, a distance of 99.22 feet to a PK nail set,
- 21 N33°14'19"E, a distance of 136.76 feet to an iron rod set,
- 22 N02°24'17"E, a distance of 133.22 feet to an iron rod set,
23. N29°21'53"E, a distance of 136.82 feet to an iron rod set,
- 24 N27°57'20"E, a distance of 121.28 feet to an iron rod set, and
25. N18°29'42"E, a distance of 289.16 feet to a PK nail set in the north line of said 4620 Toreador tract, being also the south line of that certain tract of land described in a deed to Wayne Beaty, Trustee, recorded in Volume 13141, Page 1148 of the Real Property Records of Travis County, Texas, for the northwest corner of the herein described tract,

THENCE, with the north line of said 4620 Toreador tract, being also the south line of said Beaty tract, for the north line of the herein described tract, N72°23'34"E, a distance of 699.00 feet to an iron rod found in the west right-of-way line of said Dies Ranch Road, for the northeast corner of the herein described tract,

THENCE, with the west right-of-way line of said Dies Ranch Road, being also the east line of said 4620 Toreador tract, for the east line of the herein described tract, the following ten (10) courses and distances, numbered 1 through 10,

- 1 S35°16'47"W, a distance of 175.80 feet to an iron rod set,
2. S16°42'46"W, a distance of 216.26 feet to an iron rod set,
3. S06°07'03"W, a distance of 232.78 feet to an iron rod set,
- 4 S00°23'15"E, a distance of 447.10 feet to an iron rod set,
5. S03°50'27"W, a distance of 218.56 feet to an iron rod set,
- 6 S18°36'27"W, a distance of 431.39 feet to an iron rod set,
- 7 S17°11'57"W, a distance of 496.34 feet to an iron rod set,
- 8 S16°56'57"W, a distance of 226.69 feet to an iron rod set,
- 9 S06°13'03"E, a distance of 516.49 feet to an iron rod set, and
- 10 S06°54'03"E, a distance of 235.81 feet to the POINT OF BEGINNING and containing 107.39 Acres of Land

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana Debeauvoir*

10-29-1999 03 41 PM 1999131604  
OJEDAB \$17 00  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

**RECORDERS MEMORANDUM**-At the time of recordation this instrument was found to be inadequate for the best photographic reproduction, because of illegibility carbon or photocopy, discolored paper, etc All blockouts, additions and changes were present at the time the instrument was filed and recorded



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

# PLAT

## PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: Bella Vista Section Two

OWNER'S NAME: BVD Partners, L.P., BVD Management Corporation

RESUBDIVISION?(YES/NO) No

### ADDITIONAL RESTRICTIONS/COMMENTS:

NA

RETURN: **TNR**  
**Anna Bowlin**  
**X9383**

**PLAT FILE STAMP**  
**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Dana Debeauvoir*

07-05-2001 12 03 PM 200100195  
GUERRAY \$106 00  
DANA DEBEAUVOIR , COUNTY CLERK  
TRAVIS COUNTY, TEXAS

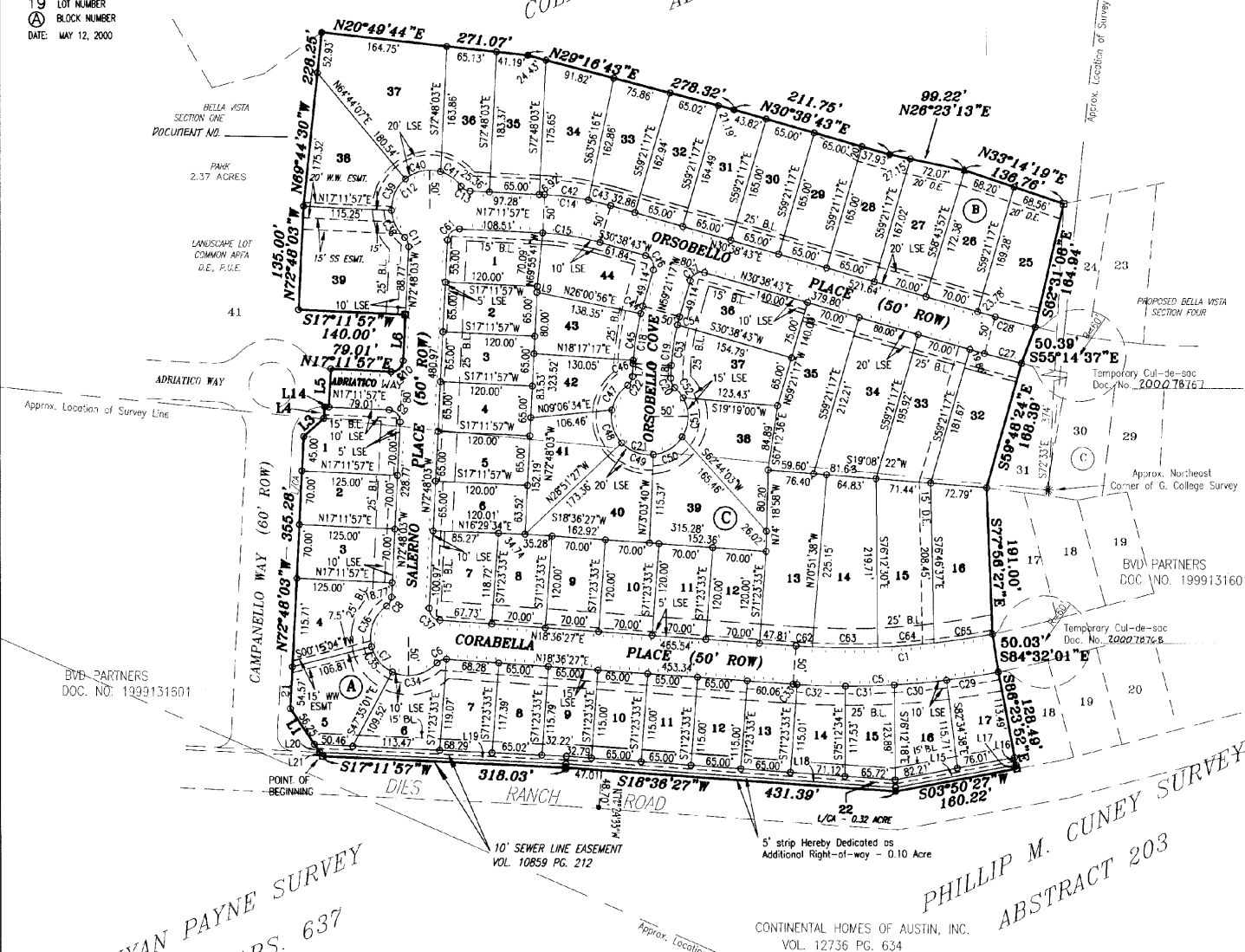
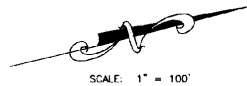
# BELLA VISTA SECTION TWO

### LEGEND

- IRON PIPE FOUND
  - ▲ NAIL FOUND
  - IRON ROD SET
  - IRON ROD FOUND
  - CONCRETE MONUMENT SET
  - CONCRETE MONUMENT FOUND
  - L/CA LANDSCAPE/Common AREA
  - B.L. BUILDING SETBACK LINE
  - P.U.E. PUBLIC UTILITY EASEMENT
  - D.E. DRAINAGE EASEMENT
  - W.W. WASTE WATER
  - SS STORM SEWER
  - L.S.E. LATERAL SUPPORT EASEMENT
  - SEWERK SEWER
- OWNER: BVD PARTNERS, LP.  
 ACREAGE: 18.49 ACRES  
 SURVEY: P. CUNEY ABS. 203 & C. GUADALUPE ABS. 319  
 NO. OF SF LOTS: 61  
 NO. OF LANDSCAPE/Common AREA LOTS: 1  
 TOTAL NO. OF LOTS: 62  
 NO. OF BLOCKS: 3  
 F.E.M.A. MAP NO. 48453C-0235E DATED: 06-16-93  
 TRAVIS COUNTY, TEXAS  
 19 LOT NUMBER  
 (A) BLOCK NUMBER  
 DATE: MAY 12, 2000

4620 TREADOR  
DOC. NO. 1999018631

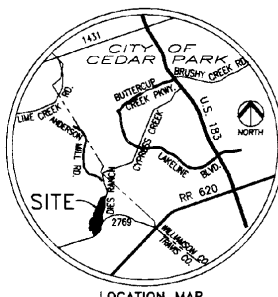
COLLEGE GUADALUPE SURVEY NO. 612  
ABSTRACT 319



BANYAN PAYNE SURVEY  
NO. 528 ABS. 637

PHILLIP M. CUNEY SURVEY  
ABSTRACT 203

CONTINENTAL HOMES OF AUSTIN, INC.  
VOL. 12736 PG. 634



- BENCHMARKS:**
1. 1 60D NAIL IN 14" LIVE OAK  
LOT 36 BLOCK "C". ELEV. 924.19
  2. 1 60D NAIL IN 14" LIVE OAK IN  
LOT 7 BLOCK "C" ELEV. 946.47

NOTE: A 4' SIDEWALK SHALL BE CONSTRUCTED ADJACENT TO  
DIES RANCH ROAD RIGHT-OF-WAY.

LINEAR FOOTAGE OF RIGHT-OF-WAY	
CORABELLA PLACE	767.27'
SALERNO PLACE	560.00'
ORSOBELLO PLACE	804.32'
ORSOBELLO COVE	227.51'
ADRIATICO WAY	125.55'
<b>TOTAL</b>	<b>2484.65'</b>


**Carlson, Brigance & Doering, Inc.**  
 Civil Engineering + Surveying  
 3401 Slaughter Lane West • Austin, Texas 78748  
 PH: (512) 280-5160 • FAX: (512) 280-5165

PATH-G:\PROJ\3769\PLAT-SEC2.DWG      JOB NO. 3769

# BELLA VISTA SECTION TWO

LINE	DIRECTION	DISTANCE
L1	S70°19'46"W	75.00'
L3	S27°48'03"E	35.36'
L4	N72°48'03"W	15.00'
L5	S72°48'03"E	50.00'
L6	N72°48'03"W	60.00'
L7	N72°48'03"W	16.73'
L8	N72°48'03"W	16.73'
L9	S72°48'03"E	7.80'
L14	S17°11'57"W	5.99'
L15	S03°50'27"W	159.55'
L16	S86°23'52"E	10.00'
L17	S86°23'52"E	5.00'
L18	S18°36'27"W	430.80'
L19	S17°11'57"W	321.84'
L20	N70°19'46"E	12.50'
L21	N70°19'46"E	6.25'

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	975.00'	256.97'	129.33'	256.23'	N11°03'25"E	15°06'03"
C5	1025.00'	268.44'	134.99'	267.67'	N11°06'17"E	15°00'18"
C6	15.00'	13.62'	7.32'	13.16'	N07°24'10"W	52°01'12"
C7	50.00'	168.10'	451.73'	99.39'	S62°54'12"W	192°37'56"
C8	15.00'	13.62'	7.32'	13.16'	N46°47'27"W	52°01'12"
C9	15.00'	23.56'	15.00'	21.21'	S62°11'57"W	90°00'00"
C10	15.00'	23.56'	15.00'	21.21'	N27°48'03"W	90°00'00"
C11	15.00'	13.62'	7.32'	13.16'	N81°11'21"E	52°01'12"
C12	50.00'	169.33'	406.04'	99.25'	N27°48'03"W	194°02'25"
C13	15.00'	13.62'	7.32'	13.16'	N43°12'33"E	52°01'12"
C14	375.00'	88.00'	44.20'	87.80'	N23°55'20"E	132°26'45"
C15	325.00'	76.27'	38.31'	76.09'	S23°55'20"W	132°26'45"
C16	15.00'	23.56'	15.00'	21.21'	S75°38'43"W	90°00'00"
C17	15.00'	23.56'	15.00'	21.21'	S14°21'17"E	90°00'00"
C18	325.00'	76.27'	38.31'	76.09'	S66°04'40"E	132°26'45"
C19	275.00'	64.54'	32.42'	64.39'	N66°04'40"W	132°26'45"
C20	15.00'	13.62'	7.32'	13.16'	S81°11'21"W	52°01'12"
C21	50.00'	247.87'	39.04'	61.54'	S17°11'57"W	284°02'25"
C22	15.00'	13.62'	7.32'	13.16'	S46°47'27"E	52°01'12"
C23	15.00'	23.56'	15.00'	21.21'	S75°38'43"W	90°00'00"
C24	15.00'	23.56'	15.00'	21.21'	N14°21'17"W	90°00'00"
C27	1025.00'	50.22'	25.12'	50.22'	S29°14'29"W	02°48'27"
C28	975.00'	53.84'	26.93'	53.84'	S29°03'47"W	03°09'51"
C29	1025.00'	68.35'	34.19'	68.33'	N05°30'45"E	03°49'14"
C30	1025.00'	68.35'	34.19'	68.33'	N09°19'58"E	03°49'14"
C31	1025.00'	63.46'	31.74'	63.45'	N13°01'01"E	03°32'51"
C32	1025.00'	63.35'	31.68'	63.33'	N16°33'40"E	03°32'29"
C33	1025.00'	4.94'	2.47'	4.94'	N18°28'10"E	07°16'33"
C34	50.00'	63.79'	37.07'	59.55'	N03°08'18"E	73°06'08"
C35	50.00'	44.12'	23.61'	42.71'	S64°58'13"W	57°33'42"
C36	50.00'	60.19'	34.34'	56.62'	N55°15'53"W	68°58'05"
C37	15.00'	23.19'	14.64'	20.95'	S62°54'12"W	88°35'31"
C38	50.00'	40.39'	21.37'	39.30'	N78°19'10"E	46°16'51"
C39	50.00'	60.49'	25.08'	44.83'	N51°54'08"W	53°16'31"
C40	50.00'	48.76'	26.52'	46.85'	S02°40'21"W	55°52'28"
C41	50.00'	33.69'	17.51'	33.06'	N49°54'52"E	38°36'35"
C42	375.00'	58.01'	29.06'	57.95'	N21°37'50"E	08°51'46"
C43	375.00'	30.00'	15.01'	29.99'	S28°21'13"W	04°34'59"
C44	325.00'	10.09'	5.04'	10.09'	N60°14'38"W	01°46'42"
C45	325.00'	61.72'	30.95'	61.63'	S66°34'26"E	105°52'53"
C46	325.00'	4.46'	2.23'	4.46'	N72°24'28"W	00°47'11"
C47	50.00'	35.03'	20.57'	38.05'	N43°08'39"W	44°43'37"
C48	50.00'	46.56'	25.12'	44.89'	S87°49'03"W	53°21'00"
C49	50.00'	45.72'	24.60'	44.14'	S34°56'47"W	52°23'32"
C50	50.00'	45.59'	24.52'	44.02'	N17°22'07"W	52°14'15"
C51	50.00'	53.68'	29.76'	51.14'	N74°14'48"W	61°31'06"
C52	50.00'	17.29'	8.73'	17.21'	S65°05'12"W	19°48'54"
C53	275.00'	53.67'	26.92'	53.59'	S67°12'34"E	11°10'57"
C54	275.00'	10.86'	5.43'	10.86'	S60°29'12"E	02°15'49"
C61	15.00'	23.56'	15.00'	21.21'	N27°48'03"W	90°00'00"
C62	975.00'	21.08'	10.54'	21.08'	S17°59'17"W	01°14'20"
C63	975.00'	85.58'	42.82'	85.55'	S14°51'14"W	05°01'44"
C64	975.00'	73.36'	36.70'	73.34'	S10°11'03"W	04°18'39"
C65	975.00'	76.95'	38.50'	76.93'	S05°46'04"W	04°31'19"



Carlson, Brigrance & Doering, Inc.  
 Civil Engineering • Surveying  
 3401 Slaughter Lane West • Austin, Texas 78748  
 Ph: (512) 280-5160 • FAX: (512) 280-5165

# BELLA VISTA SECTION TWO

STATE OF TEXAS:

COUNTY OF TRAVIS:

KNOW ALL MEN BY THESE PRESENTS: THAT BVD PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP, HEREIN BY AND THROUGH BVD MANAGEMENT CORPORATION, ITS SOLE GENERAL PARTNER, JOSEPH A. DIQUINZIO, JR., PRESIDENT, HAVING ITS HOME OFFICE IN AUSTIN, TEXAS, BEING OWNERS OF THAT CERTAIN 107.49 ACRE TRACT OF LAND OUT OF AND A PART OF THE COLLEGE GUADALUPE SURVEY NO. 612, ABSTRACT 319, AND THE PHILLIP M. CUNNEY SURVEY, ABSTRACT 203, SITUATED IN TRAVIS COUNTY, TEXAS, CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 1999131601 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 18.49 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, TO BE KNOWN AS

## "BELLA VISTA SECTION TWO"

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS, SHOWN HEREON.

WITNESS MY HAND, THIS THE 25th DAY OF May, 2000, A.D.

BVD PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP  
BY : BVD MANAGEMENT CORPORATION

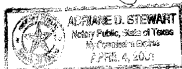
Joseph A. DiQuinzio, Jr.  
JOSEPH A. DIQUINZIO, JR., PRESIDENT  
BVD MANAGEMENT CORPORATION, GENERAL PARTNER  
602 WEST 9th STREET  
AUSTIN, TEXAS 78768-5229

STATE OF TEXAS:  
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOSEPH A. DIQUINZIO, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, 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 SEAL OF OFFICE, THIS THE 25th DAY OF May, 2000, A.D.

Adriane Stewart  
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS



APPROVED THIS THE 20th DAY OF JUNE, 2000, A.D., BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF CEDAR PARK, TEXAS AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF TRAVIS COUNTY, TEXAS.

Sandy Trujillo  
SANDY TRUJILLO, CHAIRPERSON  
PLANNING AND ZONING COMMISSION

Mike Perez  
MIKE PEREZ, SECRETARY  
PLANNING AND ZONING COMMISSION

I, BOB YOUNG, MAYOR OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZE AND APPROVE THIS PLAT TO BE FILED FOR RECORD BY THE COUNTY CLERK OF TRAVIS COUNTY, TEXAS.

Bob Young  
BOB YOUNG  
MAYOR, CITY OF CEDAR PARK

Leann M. Barnes  
LEANN M. BARNES  
CITY SECRETARY, CITY OF CEDAR PARK

THIS SUBDIVISION IS IN THE ETJ OF THE CITY OF CEDAR PARK, TEXAS, THIS THE 20th DAY OF MAY, 2001.

Jane Mc Adams  
JANE MCADAMS - DIRECTOR  
PLANNING DEPARTMENT - CITY OF CEDAR PARK

### GENERAL NOTES:

1. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF CEDAR PARK AND TRAVIS COUNTY, PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
2. ALL SUBDIVISION CONSTRUCTION INCLUDING STREETS, DRAINAGE, WATER, WASTEWATER, ETC. SHALL CONFORM TO CITY OF CEDAR PARK CODE OF ORDINANCES AND CONSTRUCTION STANDARDS.
3. ON-SITE OR OFF-SITE DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE TO EXISTING PRE-DEVELOPED PEAK RATES OF DISCHARGE FOR THE 2, 25 AND 100 YEAR STORM EVENTS.
4. 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 CEDAR PARK. 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.
5. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS ARE RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS, WATER SYSTEMS, WASTEWATER SYSTEMS AND OTHER FACILITIES NECESSARY TO SERVE THE LOTS WITHIN THE SUBDIVISION.
6. SITE DEVELOPMENT CONSTRUCTION PLANS SHALL BE REVIEWED AND APPROVED BY THE CITY OF CEDAR PARK PRIOR TO ANY CONSTRUCTION.
7. WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TEXAS NATURAL RESOURCES CONSERVATION COMMISSION AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE, IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
8. SUBDIVISION IMPROVEMENTS SHALL BE COMPLETED IN ACCORDANCE WITH CONSTRUCTION PLANS APPROVED BY TRAVIS COUNTY AND THE CITY OF CEDAR PARK OR FISCAL SURETY FOR SUBDIVISION CONSTRUCTION IN A FORM ACCEPTABLE TO TRAVIS COUNTY SHALL BE PROVIDED.
9. TEMPORARY AND PERMANENT OFF-SITE EASEMENTS, AS REQUIRED, WILL BE PROVIDED FOR CONSTRUCTION OF WATER WASTEWATER AND DRAINAGE FACILITIES PRIOR TO CONSTRUCTION PLAN APPROVAL.
10. ALL OFF-SITE WATER AND WASTEWATER FACILITIES NECESSARY TO OBTAIN SERVICE FROM THE CITY SHALL BE PROVIDED BY OWNER OR HIS OR HER SUCCESSORS OR ASSIGNS.
11. THE DEVELOPER IS RESPONSIBLE FOR ALL RELOCATION AND MODIFICATIONS TO EXISTING UTILITIES IDENTIFIED DURING REVIEW OF SUBDIVISION CONSTRUCTION PLANS.
12. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOTS IN THIS SUBDIVISION, BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF CEDAR PARK.
13. THIS SUBDIVISION IS SUBJECT TO THE LAKE TRAVIS NON-POINT SOURCE POLLUTION CONTROL ORDINANCE OF THE CEDAR PARK CITY CODE. A NON-POINT SOURCE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY CONSTRUCTION WITHIN THIS SUBDIVISION.
14. SIDEWALKS SHALL BE INSTALLED ON BOTH SIDES OF ALL STREETS, INCLUDING CORABELLA PLACE, SALERNO PLACE, ORSOBELLO PLACE, ORSOBELLO COVE, AND ADRIATICO WAY. ALSO THE SUBDIVISION SIDE OF DIES RANCH ROAD. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL OR COMMERCIAL LOT SHALL BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED. WHERE THERE ARE DOUBLE FRONTAGE LOTS, SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE ALSO REQUIRED TO BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED.
15. TRAVIS COUNTY DEVELOPMENT PERMIT REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
16. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC SEWER SYSTEM AND AN APPROVED POTABLE WATER SYSTEM.
17. WATER AND WASTEWATER FOR THIS SUBDIVISION SHALL BE PROVIDED BY WILLIAMSON/TRAVIS COUNTIES WCID NO. 1E.
18. NO OBJECT, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE ALLOWED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF CEDAR PARK PUBLIC WORKS DEPARTMENT.
19. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF CEDAR PARK AND TRAVIS COUNTY.
20. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
21. FISCAL SURETY FOR SUBDIVISION CONSTRUCTION, IN A FORM ACCEPTABLE TO TRAVIS COUNTY, SHALL BE PROVIDED.
22. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50 FEET OF 60% OF PARCEL FRONTAGE, WHICHEVER IS LESS, TO THE RIGHT-OF-WAY OF AN INTERSECTING LOCAL OR COLLECTOR STREET.
23. NO BUILDING SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO CITY OF CEDAR PARK WATER AND WASTEWATER SERVICE.
24. ALL INTERIOR LOTS ARE AT LEAST 7,425 SQUARE FEET IN AREA AND ALL CORNER LOTS ARE AT LEAST 8,000 SQUARE FEET IN AREA.
25. DRIVEWAY ACCESS IS PROHIBITED FROM ALL SINGLE FAMILY LOTS TO DIES RANCH ROAD.
26. DRIVEWAY ACCESS IS PROHIBITED FROM LOT 1, BLOCK A TO ADRIATICO WAY
27. 15' DRAINAGE EASEMENT IS ENCLOSED CONDUIT.
28. COMMUNITY IMPACT FEES FOR INDIVIDUAL LOTS TO BE PAID PRIOR TO ISSUANCE OF ANY BUILDING PERMITS.
29. LOT 22, BLOCK A IS A LANDSCAPE/Common AREA/PEDESTRIAN ACCESS EASEMENT AND SHALL BE OWNED AND MAINTAINED BY THE BELLA VISTA HOMEOWNERS ASSOCIATION, INC. OR ITS ASSIGNS.
30. A TEN (10) FOOT WIDE PUE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHTS-OF-WAY ON ALL LOTS, A FIVE (5) FOOT WIDE PUE IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE FROM THE FRONT PROPERTY LINE TO THE FRONT BUILDING LINE. PUE'S SEVEN AND ONE HALF (7.5) FOOT IN WIDTH ARE HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES.

31. THIS SUBDIVISION IS SUBJECT TO A HOMEOWNERS ASSOCIATION AGREEMENT AS RECORDED IN DOCUMENT NUMBER 2001022452 OF THE TRAVIS COUNTY OFFICIAL PUBLIC RECORDS.

32. PRIOR TO GRADING, ANY TYPE OF EARTH MOVING, CONSTRUCTION OF, ON OR UNDER THE LAND IN THIS SUBDIVISION, A DRAINAGE PLAN DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER SHALL BE SUBMITTED FOR THE PROPOSED DEVELOPMENT, AND MODIFICATION THEREOF TO THE CITY OF CEDAR PARK FOR REVIEW AND APPROVAL.

33. THE PLAT RESTRICTIONS WILL BE ENFORCED THROUGH APPROPRIATE LEGAL PROCEDURE TO PROHIBIT THE CONSTRUCTION, CONNECTION OF UTILITIES OR ISSUING PERMITS UNLESS OR UNTIL THE REQUIREMENTS OF THE PLAT RESTRICTIONS HAVE BEEN ACHIEVED.

34. PRIOR TO COUNTY ACCEPTANCE OF STREETS AND DRAINAGE IN BELLA VISTA SECTION TWO, THE STREETS IN BELLA VISTA SECTION ONE, A FINAL PLAT OF RECORD IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SHALL BE CONSTRUCTED AND ACCEPTED. PRIOR TO COUNTY ACCEPTANCE OF BELLA VISTA SECTION TWO, BELLA VISTA ONE MUST BE ACCEPTED.

Carlson, Brigrance & Doering, Inc.  
Civil Engineering • Surveying  
3401 Slaughter Lane West • Austin, Texas 78748

# BELLA VISTA SECTION TWO

## FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE COLLEGE GUADALUPE SURVEY NO. 612, ABSTRACT 319, AND THE PHILIP M. CUNY SURVEY, ABSTRACT 203, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THAT CERTAIN TRACT OF LAND CONVEYED TO BVD PARTNERS, L.P. IN DOCUMENT NO. 1999131601 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT BEING 18.49 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CONCRETE MONUMENT SET IN THE WEST RIGHT-OF-WAY LINE OF DIES RANCH ROAD, AN EXISTING 60-FOOT WIDE RIGHT-OF-WAY, BEING ALSO THE EAST LINE OF SAID BVD PARTNERS TRACT, FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED 18.49 ACRE TRACT OF LAND,

THENCE, DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID DIES RANCH ROAD, AND CROSSING SAID BVD PARTNERS TRACT, FOR THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES, NUMBERED 1 THROUGH 12,

1. S70°19'46"W, A DISTANCE OF 75.00 FEET TO AN IRON ROD SET,
2. N72°48'03"W, A DISTANCE OF 355.28 FEET TO AN IRON ROD SET,
3. N27°48'03"W, A DISTANCE OF 35.36 FEET TO AN IRON ROD SET,
4. N72°48'03"W, A DISTANCE OF 15.00 FEET TO AN IRON ROD FOUND,
5. N17°11'57"E, A DISTANCE OF 5.99 FEET TO AN IRON ROD SET,
6. N72°48'03"W, A DISTANCE OF 50.00 FEET TO AN IRON ROD SET,
7. N17°11'57"E, A DISTANCE OF 79.01 FEET TO AN IRON ROD SET AT A POINT OF CURVATURE TO THE LEFT,
8. WITH SAID CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND WHOSE CHORD BEARS, N27°48'03"W, A DISTANCE OF 21.21 FEET TO AN IRON ROD SET AT THE POINT OF TANGENCY,
9. N72°48'03"W, A DISTANCE OF 60.00 FEET TO A CONCRETE MONUMENT SET,
10. S17°11'57"W, A DISTANCE OF 140.00 FEET TO AN IRON ROD SET,
11. N72°48'03"W, A DISTANCE OF 135.00 FEET TO AN IRON ROD SET, AND
12. N69°44'30"W, A DISTANCE OF 228.25 FEET TO AN IRON ROD FOUND IN THE WEST LINE OF SAID BVD PARTNERS TRACT, BEING ALSO THE EAST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO 4620 TOREADOR IN DOCUMENT NO. 1999018631 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE WEST LINE OF SAID BVD PARTNERS TRACT, BEING ALSO THE EAST LINE OF SAID 4620 TOREADOR TRACT, FOR THE WEST LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES, NUMBERED 1 THROUGH 5,

1. N20°49'44"E, A DISTANCE OF 271.07 FEET TO AN IRON ROD FOUND,
2. N29°16'43"E, A DISTANCE OF 278.32 FEET TO AN IRON ROD FOUND,
3. N30°38'43"E, A DISTANCE OF 211.75 FEET TO AN IRON ROD FOUND,
4. N26°23'13"E, A DISTANCE OF 99.22 FEET TO A NAIL FOUND, AND
5. N33°14'19"E, A DISTANCE OF 136.76 FEET TO A CONCRETE MONUMENT SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, DEPARTING THE EAST LINE OF SAID 4620 TOREADOR TRACT, AND CROSSING SAID BVD PARTNERS TRACT, FOR THE NORTH LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING SIX (6) COURSES AND DISTANCES, NUMBERED 1 THROUGH 6,

1. S62°31'08"E, A DISTANCE OF 164.94 FEET TO AN IRON ROD SET,
2. S55°14'37"E, A DISTANCE OF 50.39 FEET TO AN IRON ROD SET,
3. S59°48'24"E, A DISTANCE OF 168.39 FEET TO AN IRON ROD SET,
4. S77°56'22"E, A DISTANCE OF 191.00 FEET TO AN IRON ROD SET,
5. S84°32'01"E, A DISTANCE OF 50.03 FEET TO AN IRON ROD SET, AND
6. S86°23'52"E, A DISTANCE OF 128.49 FEET TO A CONCRETE MONUMENT SET IN THE WEST RIGHT-OF-WAY LINE OF SAID DIES RANCH ROAD, BEING ALSO THE EAST LINE OF SAID BVD PARTNERS TRACT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT

THENCE, WITH THE EAST LINE OF SAID BVD PARTNERS TRACT, BEING ALSO THE WEST RIGHT-OF-WAY LINE OF SAID DIES RANCH ROAD, FOR THE EAST LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

1. S03°50'27"W, A DISTANCE OF 160.22 FEET TO AN IRON ROD FOUND,
2. S18°36'27"W, A DISTANCE OF 431.39 FEET TO AN IRON ROD FOUND, AND
3. S17°11'57"W, A DISTANCE OF 318.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.49 ACRES OF LAND.

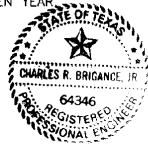
FLOOD PLAIN NOTE: THE 100 YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAP NO. 48453C-0235E FOR TRAVIS COUNTY, TEXAS, DATED JUNE 16, 1993.

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, CHARLES R. BRIGANCE, JR., P.E., DO HEREBY CERTIFY THAT THIS PLAT IS NOT WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND THAT NO LOT WITHIN THIS SUBDIVISION IS ENCRoACHED BY ANY AREA WHICH IS SUBJECT TO A 1% CHANCE OF FLOODING DURING ANY GIVEN YEAR.

ENGINEERING BY: Charles R. Brigance Jr. 5/22/00  
 CHARLES R. BRIGANCE, JR. P.E. NO. 64346 DATE  
 CARLSON, BRIGANCE & DOERING, INC.  
 3401 SLAUGHTER LANE WEST, AUSTIN, TEXAS 78748



STATE OF TEXAS:

COUNTY OF TRAVIS:

I, THOMAS J. DODD, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE CODES AND ORDINANCES OF CITY OF CEDAR PARK, TEXAS.

SURVEYED BY: Thomas J. Dodd 5-22-00  
 THOMAS J. DODD, R.P.L.S. NO. 1882 DATE  
 CARLSON, BRIGANCE & DOERING, INC.  
 3401 SLAUGHTER LANE WEST, AUSTIN, TEXAS 78748



STATE OF TEXAS:

COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 12th DAY OF June, 2001, A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT, IN BOOK 6, PAGE(S) 29.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 5th DAY OF July, 2001, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: DEPUTY Robert Keenish  
 DEPUTY CLERK



IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 5th DAY OF July, 2001, A.D., AT 12:03 O'CLOCK P. M., AND DULY RECORDED ON THE 5th DAY OF July, 2001, A.D., AT 12:03 O'CLOCK P. M., IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS DOCUMENT NUMBER 200100195.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT, THIS THE 5th DAY OF July, 2001, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: DEPUTY 4 M. Quevedo  
 DEPUTY CLERK



FILED FOR RECORD AT 12:03 O'CLOCK P. M., THIS THE 5th DAY OF July, 2001, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: DEPUTY 4 M. Quevedo  
 DEPUTY CLERK



**C B D** Carlson, Brigance & Doering, Inc.  
 Civil Engineering • Surveying  
 3401 Slaughter Lane West • Austin, Texas 78748  
 PATH-G:\PROJ\3789\LEGAL.DWG JOB NO. 3789

**MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR BELLA VISTA**

THE STATE OF TEXAS       §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF TRAVIS       §

This Master Declaration of Covenants, Conditions and Restrictions for Bella Vista (the "Declaration") is made by **BVD Partners, L.P.**, a Texas limited partnership (the "Declarant") and is as follows

21  
aw

WHEREAS, Declarant is the owner of the real property located in Travis County, Texas, more particularly described on the attached Exhibit "A" (the "Property"), and

WHEREAS, Declarant desires to develop the Property as a residential development consisting of (i) Development Areas, as defined below, that will vary, from area to area, as to the types and sizes of improvements, and (ii) Common Areas, as defined below, including open space and other areas improved with aesthetic and/or recreational amenities, and

WHEREAS, Declarant further desires and intends to provide for the maintenance of the Common Areas, as defined below, and

WHEREAS, the Property will be comprised of separate Development Areas which will be governed by and subject to separate Development Area Declarations, as defined below, in addition to this Declaration,

NOW, THEREFORE, it is hereby declared (i) that the Property will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions, which will run with the Property and will be binding upon all parties having right, title, or interest therein or any part thereof, their heirs, successors, and assigns, and will inure to the benefit of each owner thereof, and (ii) that each contract or deed conveying any portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not set out in full or by reference in said contract or deed

**ARTICLE I  
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases, when used in this Declaration, will have the meanings specified below

"Architectural Control Committee" means the committee created under this Declaration to review and approve plans for the construction, placement, modification, alteration or remodeling of any Improvement on a Lot

"Articles" means the Articles of Incorporation of the Association, filed in the Office of the Secretary of State of Texas, as amended from time to time

**“Assessment(s)”** means any assessment or assessments imposed by the Association under this Declaration

**“Assessment Unit”** means each Lot within the Development

**“Association”** means the Texas non-profit corporation created by Declarant to exercise the authority and assume the powers specified in this Declaration

**“Board”** means the board of directors of the Association

**“Bylaws”** means the bylaws of the Association, as adopted and amended from time to time

**“Common Area”** means all real property, including any Improvements, designated by Declarant as common area for the benefit of the Development, and conveyed to the Association or held by Declarant for the benefit of the Owners, including areas that will be or have been dedicated to any governmental entity but have not yet been accepted by such entity for operation and maintenance

**“Declarant”** means BVD Partners, L P , a Texas limited partnership, its successors or assigns, provided that any assignment of the rights of BVD Partners, L P as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without a written assignment of the rights of Declarant will not be sufficient to constitute an assignment of the rights of Declarant hereunder

**“Development Area”** means any part of the Property that is subject to a Development Area Declaration in addition to being subject to this Declaration

**“Development Area Declaration”** means a separate instrument containing covenants, restrictions, conditions, limitations and/or easements, to which the property within a specific Development Area is subjected

**“Improvement”** means every structure and its appurtenances, of every type and kind, whether temporary or permanent in nature, including buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, swimming pools, garages, driveways, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, decks, landscaping, mailboxes, poles, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, as well as poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities

**“Lot”** means a portion of the Property shown as a subdivided lot on a Plat and intended for single-family residential use, exclusive of Common Area

**“Manager”** means a person or firm retained by the Board to manage the Association

**“Master Restrictions”** means the restrictions, covenants, and conditions contained in this Declaration, the Bylaws, and in any rules and regulations promulgated by the Association under this Declaration, as amended from time to time

**“Member(s)”** means any person or entity holding membership privileges in the Association

**“Mortgage”** means any mortgage or deed of trust securing indebtedness and covering any Lot

**“Mortgagee”** means the holder of any Mortgage

**“Owner”** means a person or entity, including Declarant, holding any fee simple interest in a Lot, but not a Mortgagee unless the Mortgagee acquires a fee simple interest in a Lot through foreclosure of the lien of its Mortgage.

**“Plat”** means a subdivision plat of any portion of the Property, recorded in the Official Public Records of Travis County, Texas, and any amendments thereto

**“Property”** means all of the real property described in Exhibit “A”

## **ARTICLE II GENERAL RESTRICTIONS**

2 01 **General** All Lots will be owned, held, encumbered, leased, used, occupied and enjoyed subject to this Declaration and to any applicable conditions, restrictions, reservations, and easements contained in the Development Area Declaration covering the Development Area in which such Lot is located

2 02 **Incorporation of Development Area Declarations** Upon recordation of a Development Area Declaration in the Travis County Official Public Records, that Development Area Declaration will, automatically and without the necessity of further act, be incorporated into, and be deemed to constitute a part of this Declaration to the extent not in conflict with this Declaration, but will apply only to the Development Area described in and covered by such Development Area Declaration

## **ARTICLE III TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC.**

3 01 **Organization** The Association will be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas non-profit corporation Neither the Articles nor Bylaws may be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration

3 02 **Membership**

(a) Any person or entity, upon becoming an Owner, will automatically become a Member of the Association Membership will be appurtenant to and will run with the ownership of the Lot that qualifies the Owner for membership, and membership may not be severed from the ownership of the Lot, or in any way transferred, pledged, mortgaged or alienated except with the title to the Lot

(b) Every Member will have a right and easement of enjoyment in and to all of the Common Area and an access easement by and through any Common Area, which easements will be appurtenant to and will pass with the title to such Member’s Lot, subject to Section 3 02(b) and the following restrictions and reservations

(i) The right of the Association to suspend the Member’s voting rights and right to use the Common Area for any period during which any Assessment against such Member’s Lot remains past due and for any period during which such Member is in violation of any provision of this Declaration,

- (ii) The right of the Association to dedicate or transfer all or any part of the Common Area, or any interest therein, to any public agency, authority or utility for such purpose and subject to such conditions as may be approved by a majority vote of the Members,
- (iii) The right of the Association to borrow money for the purpose of improving the Common Area and, in furtherance thereof, to mortgage the Common Area,
- (iv) The right of the Association to make reasonable rules and regulations regarding the use of the Common Area and any Improvements thereon, and
- (v) The right of the Association to contract for services with any third parties on such terms as the Association may determine

3 03 Voting Rights The right to cast votes and the number of votes which may be cast for election of members to the Board and on all other matters voted on by the Members will be calculated as follows

(a) The Owner of each Lot will have one vote for each Lot owned. If any Lot is re-subdivided into two or more Lots, the number of votes to which that Lot is entitled will be increased as necessary to retain the ratio of one vote for each Lot resulting from the re-subdivision. If two or more Lots are consolidated for the purpose of constructing a single residence, the Owner's voting rights will continue to be determined according to the number of original Lots contained in the consolidated Lot. Nothing herein will be construed as authorization for any re-subdivision or consolidation of Lots, and such actions are subject to the conditions and restrictions of the applicable Development Area Declaration

(b) Prior to the time Lots in any Development Area are conveyed by Declarant to any third party not affiliated with Declarant, Declarant or the Board, as the case may be, may amend or modify this allocation of votes by filing a notice in the Travis County Official Public Records setting forth the amended allocation

(c) In addition to the votes to which Declarant is entitled by reason of Section 3 03(a) and Section 3 03(b), for every one vote outstanding in favor of any other person or entity, Declarant will have four additional votes until such time as Declarant no longer owns any portion of the Property, or until such earlier date as Declarant terminates its rights under this Section by filing written notice of termination in the Official Public Records of Travis County, Texas

(d) If more than one person or entity owns a portion of the fee simple interest in any Lot, all of such persons or entities will be Members. The voting rights relating to the Lot will be exercised by one person designated in writing by all of the persons who own a portion of the fee simple interest in the Lot, and in no event will the vote for a Lot exceed the total votes to which the Lot is otherwise entitled under this Section

(e) The right of any Owner to vote may be suspended by the Association, acting through the Board, for any period during which any Assessment against such Owner's Lot remains past due, or for any period during which such Owner or such Owner's Lot is in violation of this Declaration.

3.04 Powers The Association will have the powers of a Texas nonprofit corporation. It will further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by the laws of Texas or this Declaration. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

(a) Rules and Bylaws To adopt and, in its discretion, to amend or repeal, from time to time, such rules, regulations, and Bylaws not in conflict with this Declaration as it deems proper, covering any and all aspects of the Common Area, the Property and the Association.

(b) Insurance To obtain and maintain in effect policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions. The Association will not be required to maintain insurance on any Improvements, but may obtain such insurance as the Board may deem necessary, including but not limited to policies of liability and property damage insurance. Insurance premiums for such policies will be a common expense to be included in the Assessments levied by the Association.

(c) Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Master Restrictions, available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours.

(d) Assessments To levy and collect assessments, and to determine Assessment Units, as provided in Article V.

(e) Right of Entry and Enforcement To enter upon any Lot and into any Improvement on a Lot at any time after 24 hours written notice or, in the event of an emergency, to enter upon any Lot or Improvement at any time without notice for the purpose of enforcing the Master Restrictions or for the purpose of maintaining or repairing any Lot, Improvement or other facility to conform to this Declaration, without being liable to any Owner. Any expense incurred by the Association in connection with the entry upon any Lot and any maintenance or repair work performed will be a personal obligation of the Owner of the Lot in question, will be deemed a special Assessment against such Lot, will be secured by a lien upon such Lot, and may be collected in the same manner and to the same extent as provided in Article V for Assessments. The Association may, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Master Restrictions. The Association may settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Master Restrictions, however, the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns. Notwithstanding any provision herein to the contrary, the Association may not alter or demolish any Improvements on any Lot other than Common Area to enforce this Declaration without obtaining a judicial order authorizing such action or the written consent of the Owner of the affected Lot. **EACH OWNER IS HEREBY OBLIGATED TO INDEMNIFY THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 3.04(E), INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S OWN NEGLIGENCE, EXCEPT FOR COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT. "GROSS NEGLIGENCE", AS USED**

**HEREIN, DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

(f) Legal and Accounting Services To retain and pay for legal and accounting services necessary or proper to the operation of the Association

(g) Conveyances To grant and convey to any person or entity real property and/or other interests, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area for the purpose of constructing, erecting, operating or maintaining the following

- (i) Parks, parkways or other recreational facilities or structures,
- (ii) Roads, streets, street lights, walks, driveways, trails and paths,
- (iii) Lines, cables, wires, conduits, pipelines or other devices for utility purposes,
- (iv) Sewers, water systems, stormwater drainage systems, sprinkler systems and pipelines, and/or
- (v) Any similar improvements or facilities

The foregoing will not be construed to permit use or occupancy of any Improvement or other facility in a way that would violate applicable use and occupancy restrictions imposed by the Master Restrictions or by any governmental authority

(h) Manager To retain and pay for the services of a Manager to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Board may delegate any other duties, powers and functions to the Manager. The Members hereby release the Association and the Board from liability for any omission or improper exercise by the Manager of any duty, power or function so delegated.

(i) Property Services To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the Common Area, including recreational facilities, to maintain and repair recreational facilities, easements, roads, roadways, rights-of-ways, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes located within the Property, and to maintain and repair other portions of the Property.

(j) Other Services and Properties To obtain and pay for any other property and services, and to pay any taxes or assessments that the Association or the Board is required or permitted to secure or to pay under applicable law, including the Texas Non-Profit Corporation Act, or under the terms of the Master Restrictions or as determined by the Board.

(k) Construction on Association Property To construct new Improvements or additions to any property owned, leased, or licensed by the Association, subject to the approval of the Architectural Control Committee.

(l) Contracts To enter into contracts with Declarant and other persons on terms and provisions determined by the Board, to operate and maintain any Common Area or other property, or to provide any service or perform any function on behalf of Declarant, the Board, the Association or the Members

(m) Property Ownership To acquire, own and dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise

(n) Authority with Respect to Development Area Declaration To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any Development Area Declaration Any decision by the Association to delay or defer the exercise of the power and authority granted by this Section 3 04(n) will not be deemed to subsequently limit, impair or affect ability of the Association to exercise such power and authority

(o) Allocation of Votes To determine votes as provided in Section 3 03

(p) Membership Privileges To establish rules and regulations governing and limiting the use of the Common Area and any Improvements thereon

3 05 Indemnification To the fullest extent permitted by applicable law, but without duplication of and subject to any rights or benefits arising under the Articles or Bylaws, the Association will indemnify any person who was, or is, a party, or is threatened with being made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorney's fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful

The Board may purchase and maintain insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise

#### ARTICLE IV PROVISIONS RELATING TO COMMON AREA

4 01 Eminent Domain If it becomes necessary for any public authority to acquire all or any part of the Common Area for any public purpose during the period this Declaration is in effect, the Board is hereby authorized to negotiate with such public authority for such acquisition and to execute instruments necessary for that purpose Should any acquisition by eminent domain become necessary, only the Board need be made a party to such action, and any proceeds received will be held by the Association for the benefit of the Owners If any proceeds attributable to acquisition of Common Area are paid to Owners, such

payments will be allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of any first Mortgages on the respective Lots

4 02 Damage and Destruction.

(a) Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area that is covered by insurance, the Board, or its duly authorized agent, will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage Repair, as used in this Section 4 02(a), means repairing or restoring the Common Area to substantially the same condition as existed prior to the fire or other casualty

(b) Any damage to or destruction of the Common Area will be repaired unless a majority of the Board decides, within 60 days after the casualty, not to repair If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period will be extended until such information will be made available

(c) If the Board determines that any damage or destruction of the Common Area will not be repaired and no alternative Improvements are authorized, then the affected portion of the Common Area will be restored to its natural state and maintained in a neat and attractive condition as an undeveloped portion of the Common Area.

(d) If any insurance proceeds paid to restore or repair any damaged or destroyed Common Area are not sufficient to defray the cost of such repair or restoration, the Board may levy a special Assessment, as provided in Article V, against all Owners Additional Assessments may be made in like manner at any time during or following the completion of any repair

(e) If any proceeds of insurance policies on the Common Area are paid to Owners as a result of any damage or destruction to any Common Area, such payments will be allocated based on Assessment Units and paid jointly to the Owners and the holders of first Mortgages on their Lots

4 03 No Partition Except as may be permitted in this Declaration or amendments thereto, no physical partition of the Common Area or any part thereof will be permitted, nor will any person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the portion of the Property has been removed from the provisions of this Declaration pursuant to Section 10 03 This Section will not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property that may or may not be subject to this Declaration

**ARTICLE V  
COVENANT FOR ASSESSMENTS**

5 01 Assessments

(a) The total amount of Assessments will be determined by the Board under this Article V, and Assessments will be levied against each Lot in amounts determined pursuant to Section 5 03

(b) Each Assessment, together with interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot against which the Assessment is levied and will be secured by a lien hereby granted and conveyed by the Declarant to the Association against such Lot, and all Improvements thereon. This lien, with respect to any Lot not in existence on the date hereof, will be deemed granted and conveyed at the time that such Lot is created. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

5.02 Maintenance Fund The Board will establish a maintenance fund into which all monies paid to the Association will be deposited and from which disbursements will be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

5.03 Regular Annual Assessments Prior to the beginning of each fiscal year, the Board will estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration, including the cost of all maintenance, the cost of administering and enforcing the covenants and restrictions contained herein, and the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, and will give due consideration to any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses will then be levied as herein provided and the Board's determination will be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Board may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such regular Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

5.04 Special Assessments In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the functions of the Association under this Declaration. The amount of any special Assessments will be at the reasonable discretion of the Board. In addition to the special Assessments authorized above, the Association may, in any fiscal year, levy a special Assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area. Any special Assessment levied for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area will be levied against all Owners based on Assessment Units.

5.05 Amount of Assessment

(a) The Board will levy Assessments pursuant to Sections 5.03 and 5.04 uniformly against each Assessment Unit.

(b) Each Lot will constitute one Assessment Unit. Notwithstanding anything in this Declaration to the contrary, no Assessments will be levied upon Lots owned by Declarant without the consent of Declarant.

5.06 Late Charges If any Assessment is not paid by the date due, the responsible Owner may be charged a late charge in an amount designated by the Board, and the late charge, together with any reasonable handling costs, will be a charge upon the Owner's Lot, collectible in the same manner as an Assessment, including foreclosure of the lien against the Lot created under this Declaration, provided, however, that any late charge and handling fee will never exceed the maximum charge permitted under applicable law

5.07 Owner's Personal Obligation for Payment of Assessments Assessments levied as provided herein will be the personal and individual debt of the Owner of the Lot against which the Assessments are levied. No Owner may exempt himself from liability for any Assessment. In the event of default in the payment of any Assessment, the Owner of the Lot will be obligated to pay interest on the amount of the Assessment at the lesser of (i) the rate of 1-1/2% per month or (ii) the highest rate allowed by applicable usury laws then in effect from the due date until the Assessment is paid in full, together with all costs and expenses of collection, including reasonable attorneys' fees

5.08 Assessment Lien and Foreclosure The payment of all sums assessed in the manner provided in this Article, together with interest as provided in Section 5.07 and all costs of collection, including attorney's fees as herein provided, is secured by a continuing Assessment lien granted to the Association under Section 5.01(b), and this lien will bind each Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. This lien will be superior to all other liens and charges against a Lot, except for tax liens and all sums secured by a first lien Mortgage that secures sums borrowed for the acquisition or improvement of the Lot in question and was recorded in the Official Public Records of Travis County, Texas before the delinquent Assessment was due. The Association will have the power to subordinate its Assessment lien to any other lien, which power will be entirely discretionary with the Board, and any subordination may be signed by an officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of its Assessment lien, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by the lien and a description of the Lot. This notice may be signed by an officer of the Association and recorded in the Travis County Official Public Records. Each Owner, by accepting a deed to or ownership interest in a Lot will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. A lien for payment of Assessments may be enforced by the non-judicial foreclosure of the defaulting Owner's Lot by the Association in like manner as a real property mortgage with power of sale under § 51.002 of the Texas Property Code, or any successor statute, and, for such purpose, Robert D. Burton of Travis County, Texas, is hereby designated as trustee for the benefit of the Association, with the Association retaining the power to remove any trustee with or without cause and to appoint a successor trustee without the consent or joinder of any other person. The Association's Assessment lien and right to foreclosure is in addition to, and not in substitution of, any other rights and remedies the Association may have by law or under this Declaration, including the right of the Association to institute suit against an Owner personally obligated to pay an Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, the Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred by the Association. The Association will have the power to bid, in cash or by credit against the amount secured by the lien, on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association will confirm any unpaid Assessments remaining unpaid for longer than 30 days after the date due. The Association's lien hereunder will not be affected by the sale or transfer of any Lot, however, in the event of foreclosure of any first-lien Mortgage securing indebtedness incurred to acquire a Lot, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that those past-due Assessments are paid out of the proceeds of the foreclosure sale to the extent that funds are available after the satisfaction of the indebtedness secured by the first lien Mortgage. The provisions of the

preceding sentence will not relieve any subsequent Owner, including any Mortgagee or other purchaser at a foreclosure sale, from the obligation to pay Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this Section, the Association will, upon the request of the Owner, execute a release of lien relating to any Assessments described in a notice filed of record as provided above, unless the Association has already foreclosed such lien. Any release may be signed by an officer of the Association.

5 09 Exempt Property The following areas within the Property will be exempt from the Assessments provided for in this Article

(a) All area dedicated to a governmental entity, by the recordation of an appropriate document in the Official Public Records of Travis County, Texas; and

(b) All Common Area

5 10 Fines and Damages Assessment The Board may assess fines against an Owner for violations of any restriction set forth in this Declaration, any Development Area Declaration, or any rules adopted by the Architectural Control Committee pursuant to this Declaration or any Development Area Declaration, whether the violations have been committed by the Owner, an occupant of the Owner's Lot, or the Owner or occupant's family, guests, employees, contractors, agents or invitees. Any fine and/or charge for damage assessed under this Section will be considered an Assessment pursuant to this Declaration. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association arising from damage to or destruction of Common Area or any facilities located thereon caused by the Owner or the Owner's family, guests, agents, occupants, or tenants. The Manager may send notices to any alleged violators, advising them of the alleged violations and requiring them to comply with the applicable rules or restrictions, and informing them of potential fines or damage assessments for such violations. The Board may from time to time adopt a schedule of fines.

The procedure for the assessment of fines and damage charges will be as follows:

(a) the Association, acting through an officer, Board member or Manager, must give the Owner notice of the fine or damage charge within 30 days after the Board assesses the fine or damage charge,

(b) the notice must describe the violation or damage,

(c) the notice must state the amount of the fine or damage charge,

(d) the notice must state that the Owner may, not later than 30 days after the date of the notice, request a hearing before the Board to contest the fine or damage charge, and

(e) the notice of any fine must allow the Owner a reasonable time, by a specified date, to cure the violation to the Board's satisfaction in lieu of the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months.

If no hearing is requested, a fine or damage charge is due and payable immediately after the expiration of the 30-day period provided under 5 10(d) for requesting a hearing. If a hearing is requested, any fine or damage charge confirmed by the Board at the hearing will be due and payable immediately after the hearing.

The payment of any fine and/or damage charge levied by the Board against the Owner of a Lot, together with interest as provided in Section 5 07 and all costs of collection, including attorney's fees as herein provided, is secured by the lien granted to the Association under Section 5 01(b) Unless otherwise provided in this Section, the fine and/or damage charge will be considered an Assessment for the purpose of this Article, and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this Article

## ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE

6 01 Construction of Improvements No Improvement may be erected, placed, constructed, painted, altered, modified or remodeled on any Lot and no Lot may be re-subdivided or consolidated with other Lots or property, by anyone other than the Declarant, without the prior written approval of the Architectural Control Committee

### 6.02 Architectural Control Committee

(a) Composition The Architectural Control Committee will be composed of a minimum of three and a maximum of five persons, who need not be Members or Owners, appointed as provided below, who will review Improvements proposed to be made by any Owner other than Declarant Declarant will have the right to appoint and remove all members of the Architectural Control Committee, with or without cause Declarant may delegate this right to the Board by written instrument, and thereafter, the Board will have the right to appoint and remove all members of the Architectural Control Committee At such time at which Declarant owns no portion of the Property, the power to appoint and remove members of the Architectural Control Committee will automatically be delegated to and vested in the Board

(b) Submission and Approval of Plans and Specifications Two copies of the construction plans and specifications, including exterior views, exterior materials, colors and elevations, a drainage plan, a site plan showing the location of any proposed structure or improvement on the Lot, a landscaping plan, and a driveway construction plan, or, when an Owner desires solely to re-subdivide or consolidate Lots, a proposal in the form required by the Architectural Control Committee, and any other information or documents that may be required by the Architectural Control Committee, will be delivered, together with any review fee imposed in accordance with Section 6 02(c,) to the Architectural Control Committee at the offices of Declarant, at P O Box 685229, Austin, Texas 78768-5229, or such other address as may hereafter be designated by written notice filed in the Official Public Records of Travis County, Texas, at least 30 days prior to the date on which the Owner proposes to commence construction or re-subdivision or consolidation No re-subdivision or consolidation will be made without the written approval of a majority of the members of the Architectural Control Committee No Improvement may be placed or allowed on any Lot until the plans and specifications therefor and the proposed builder have been approved in writing by a majority of the members of the Architectural Control Committee The Architectural Control Committee may, in reviewing any plans and specifications, consider any information that it deems proper, including, any permits, environmental impact statements or percolation tests whether required by the Architectural Control Committee or any other entity, information relating to the question of whether any proposed Improvement would unreasonably obstruct the view from the Property or neighboring Lots, and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevations The Architectural Control Committee may postpone its review of any plans and specifications submitted for approval pending receipt of any additional information or material which the Architectural Control Committee, in its sole discretion, may require Site plans must be approved by the Architectural Control Committee prior to the clearing of any Lot, or the construction of any Improvements thereon The

Architectural Control Committee may refuse to approve plans and specifications for proposed Improvements, or for the re-subdivision or consolidation of any Lot, on any grounds that, in the sole and absolute discretion of the Architectural Control Committee, are deemed sufficient, including purely aesthetic grounds

(c) Adoption of Rules and Regulations The Architectural Control Committee may, in its sole discretion, adopt procedural and substantive rules and guidelines, including requirements for certificates of compliance or completion relating to any Improvement, that are not in conflict with this Declaration, rules and guidelines establishing and describing its review procedures, and principles and criteria used in its review. The Architectural Control Committee may amend or modify or supplement its rules and guidelines from time to time as the Architectural Control Committee deems advisable. In addition, the Architectural Control Committee may impose reasonable charges for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Declaration. Such charges will be held by the Architectural Control Committee and used to defray the administrative expenses incurred by the Architectural Control Committee in performing its duties hereunder, provided, however, that any excess funds held by the Architectural Control Committee will be distributed to the Association at the end of each calendar year.

(d) Actions of the Architectural Control Committee The Architectural Control Committee may, by resolution unanimously adopted in writing, designate one or two of its members, or an agent acting on its behalf, to take any action or perform any duties for and on behalf of the Architectural Control Committee, except the granting of variances as hereinafter provided. In the absence of such designation, the vote of a majority of all of the members of the Architectural Control Committee taken at a duly constituted meeting will constitute an act of the Architectural Control Committee.

(e) Failure to Act In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and the Architectural Control Committee fails either to approve or reject such plans and specifications within 90 days following such submission, no approval by the Architectural Control Committee will be required, and approval of such plans and specifications will be presumed, provided, however, that such 90-day period will not begin to run until all information required to be submitted by the Architectural Control Committee to assist in its review of any plans or specifications has been received by the Architectural Control Committee and provided, further, that no failure of the Architectural Control Committee to act upon a request for a variance hereunder will be deemed a consent to such variance. The Architectural Control Committee's written approval of all requests for variances is expressly required.

(f) Variances The Architectural Control Committee may grant variances from compliance with any of the provisions of this Declaration, any Development Area Declaration or any supplemental declaration hereinafter placed of record, including, but not limited to, restrictions upon height, size, shape, floor areas, land area, placement of structures, set-backs, building envelopes, colors, materials, or land use, when, in the opinion of the Architectural Control Committee, in its sole and absolute discretion, such variance is justified due to visual or aesthetic considerations or unusual circumstances. All variances must be evidenced in writing and must be signed by at least a majority of the members of the Architectural Control Committee. Plans and specifications which have actually been approved by the Architectural Control Committee without conditions or exceptions and which reflect deviations from this Declaration or any Development Area Declaration will constitute a writing for the purpose of the foregoing sentence. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration, any Development Area Declaration, or any supplemental declaration will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance will not operate to waive or amend any of the terms and provisions of this Declaration, any Development Area Declaration, or any supplemental declaration for any purpose except as to the particular property and in the particular instance.

covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions hereof

(g) Duration of Approval The approval of the Architectural Control Committee of any plans and specifications, whether by action or inaction, and any variances granted by the Architectural Control Committee will be valid for a period of 90 days only. If construction in accordance with such plans and specifications or variance is not commenced within such 90-day period and diligently prosecuted to completion thereafter, the Owner will be required to resubmit such plans and specifications or request for a variance to the Architectural Control Committee, and the Architectural Control Committee will have the authority to re-evaluate such plans and specifications in accordance with this Section and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval thereof

(h) No Waiver of Future Approvals The approval of the Architectural Control Committee to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Architectural Control Committee will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the Architectural Control Committee

(i) Non-liability of Committee Members Neither the Architectural Control Committee, nor any member thereof will be liable to any Owner or to any other person for any loss, damage or injury arising out of the performance of the Architectural Control Committee's duties under this Declaration, unless such loss, damage, or injury is due to the willful misconduct or bad faith of the Architectural Control Committee or one or more of its members, as the case may be

## ARTICLE VII MORTGAGE PROTECTION

7 01 Notice to Association An Owner who mortgages such Owner's Lot must notify the Board, giving the name and address of such Owner's Mortgagee. The Board will maintain such information in a book entitled "Mortgages of Owners"

7 02 Examination of Books The Association will permit Mortgagees to examine the books and records of the Association during normal business hours

7 03 Taxes, Assessments and Charges All taxes, assessments and charges that may become liens prior to first lien Mortgages under applicable law will relate only to the individual Lot and not to any other portion of the Property

## ARTICLE VIII GENERAL PROVISIONS

8 01 Term The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Declaration will run with and bind the Property, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded

in the Official Public Records of Travis County, Texas, and continuing through and including January 1, 2050, after which time this Declaration will be automatically extended for successive periods of five years unless, a change (the word "change" meaning a termination, or change of term or renewal term) is approved in a resolution adopted by Members entitled to cast at least 70% of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least 30 days in advance and will set forth the purpose of such meeting, provided, however, that such change will be effective only upon the recording of a certified copy of such resolution in the Official Public Records of Travis County, Texas

8 02 No Warranty of Enforceability Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in this Declaration Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms, or provisions will assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless from any liability or risks related to validity or enforceability

8 03 Amendment This Declaration may be amended or terminated by recording, in the Official Public Records of Travis County, Texas, an instrument executed and acknowledged by (i) Declarant acting alone so long as Declarant owns any portion of the Property, or (ii) the president and secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by either Declarant or Members entitled to cast at least 70% of the number of votes entitled to be cast by Members of the Association.

8 04 Enforcement The Association, Declarant or any Owner will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and other terms now or hereafter imposed by the provisions of this Declaration Failure to enforce any right, provision, covenant, or condition granted by this Declaration will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future

8 05 Severability If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Declaration, or, to the extent permitted by applicable law, the validity of such provision as applied to any other person or entity

8 06 Conflicts If there is any conflict between the provisions of this Declaration, the Articles of Incorporation, the Bylaws, or any rules and regulations adopted pursuant to the terms of such documents, or any Development Area Declaration, the provisions of this Declaration will govern

8 07 Gender Whenever the context will so require, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular

8 08 Acceptance by Grantees Each grantee of a Lot or other real property interest in the Property, by the acceptance of a deed or other conveyance, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration and all rights, benefits and privileges of every character hereby granted, created, reserved or declared All obligations hereby imposed will constitute covenants running with the land within the Property, and will bind any person having at any time any interest or estate in the Property, and will inure to the benefit of each Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance

8 09 Notices Any notice permitted or required to be given to any person by this Declaration must be in writing and may be delivered either personally or by mail. If delivery is made by mail, it will be deemed to have been delivered on the third day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

## **ARTICLE IX EASEMENTS**

9 01 Right of Ingress and Egress Declarant, its agents and employees will have a right of ingress and egress over and the right of access to the Common Area to the extent necessary to use the Common Area and the right to such other temporary uses of the Common Area as may be required or reasonably desirable as determined by Declarant in its sole discretion in connection with the development of the Property.

9 02 Reserved Easements All dedications, limitations, restrictions and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant prior to the Property becoming subject to this Declaration are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and will be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to relocate, make changes in, and additions to said easements, rights-of-way, dedications, limitations, reservations and grants for the purpose of most efficiently and economically developing the Property.

9 03 Roadway and Utility Easements Declarant reserves the right to locate, relocate, construct, erect, and maintain or cause to be located, relocated, constructed, erected, and maintained in and on any streets maintained by the Association, or areas conveyed to the Association, or areas reserved or held as Common Area, roadways, sewer lines, water lines, electrical lines and conduits, and other pipelines, conduits, wires, and any public utility function approved by Declarant beneath or above the surface of the ground with the right of access to the same at any time for the purposes of repair and maintenance.

9 04 Additional Easement Declarant further reserves, on behalf Declarant, its successors and assigns, an easement over, across and under each Lot and all Common Area for the purpose of installing, maintaining, repairing and replacing lines and/or cables to provide combinations of voice, video and data services approved by Declarant, in its sole discretion, including internet, intranet, telephone, television and/or security services, to the residential dwellings to be constructed on each Lot. Any assignment of Declarant's rights in and to this reserved easement must be specific, refer to this Section of this Declaration, be set forth in writing, and be recorded in the Official Public Records of Travis County, Texas.

## **ARTICLE X DEVELOPMENT RIGHTS**

10 01 Development by Declarant It is contemplated that the Property will be developed pursuant to a coordinated plan, which may, from time to time, be amended or modified. Declarant reserves the right, but will not be obligated, to designate Development Areas, to create and/or designate Lots and Common Areas and to subdivide the Property pursuant to the terms of this Section, subject to any limitations imposed on portions of the Property by any applicable Plats. These rights may be exercised with respect to

any portions of the Property at any time and from time to time. As each area is developed or dedicated, Declarant may record one or more Development Area Declarations and designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that area. Any Development Area Declaration may provide its own procedure for the amendment of any provisions thereof. All lands, Improvements, and uses in any Development Area will be subject to both this Declaration and the Development Area Declaration, if any, for that Development Area.

10.02 Special Declarant Rights Notwithstanding any provision of this Declaration to the contrary, during the time that Declarant owns any of the Property, Declarant will have the right and privilege (i) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding in the sale of Lots, (ii) to maintain Improvements upon Lots as sales, management, business and construction offices and model homes, and (iii) to maintain and locate construction trailers and construction tools and equipment within the Property. The development of the Property and the construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance, or a violation of this Declaration, and Declarant hereby reserves the right and privilege for itself to conduct the activities described in this Section until Declarant no longer owns any portion of the Property.

10.03 Withdrawal of Land Declarant may, at any time and from time to time, reduce or withdraw land from the Property and remove and exclude from the burden of this Declaration and the jurisdiction of the Association: (i) any portions of the Property which have not been included in a Plat, (ii) any portion of the Property included in a Plat if Declarant owns all Lots described in such Plat; and (iii) any portions of the Property included in a Plat even if Declarant does not own all Lots described in such Plat, provided that Declarant obtains the written consent of all other Owners of Lots described in such Plat. Upon any such withdrawal, this Declaration and the covenants, conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Property withdrawn. To withdraw lands from the Property hereunder, Declarant will be required only to record in the Official Public Records of Travis County, Texas, a notice of withdrawal of land containing the following provisions:

- (a) A reference to this Declaration, which reference will state the volume and initial page number of the Travis County Official Public Records wherein this Declaration is recorded,
- (b) A statement that the provisions of this Declaration will no longer apply to the withdrawn land, and
- (c) A legal description of the withdrawn land.

## ARTICLE XI EXHIBITS

The following exhibits are attached to this Declaration and incorporated herein for all purposes:


Exhibit A        -        Real Property Description

EXECUTED by the undersigned on the date set forth below

**DECLARANT:**

BVD Partners, L P , a Texas limited partnership

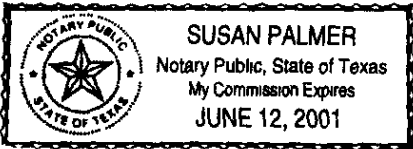
By BVD Management Corporation, Inc , a Texas corporation, Its General partner


By   
 Name JOSEPH A. DIQUINZIO, JR  
 Title PRESIDENT  
 Date: 5-23-01

THE STATE OF TEXAS     §  
   §  
 COUNTY OF TRAVIS       §

BEFORE ME, the undersigned Notary Public, on this day personally appeared, JOSEPH A. DIQUINZIO, JR.  
PRESIDENT of BVD Management Corporation, Inc , a Texas corporation, general partner of BVD  
 Partners, L P , a Texas limited partnership, 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, on behalf of said corporation and limited partnership

Given under my hand and seal of this office this 23<sup>rd</sup> day of May, 2001

(seal) 

  
 Notary Public, State of Texas

AFTER RECORDING, RETURN TO.

Sue Brooks Littlefield  
 Armbrust Brown & Davis, L L P  
 100 Congress Avenue, Suite 1300  
 Austin, Texas 78701

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE SAMUEL BLAKEY SURVEY NO. 32, ABSTRACT 49, THE JACK DIES SURVEY NO. 1855, ABSTRACT 2735, THE BANYAN PAYNE SURVEY NO. 528, ABSTRACT 637, THE WILLIAM A. KING SURVEY NO. 434, ABSTRACT 469, THE COLLEGE GUADALUPE SURVEY NO. 612, ABSTRACT 319, THE PHILLIP M. CUNEY SURVEY, ABSTRACT 203, THE MICHAEL PEVETOE SURVEY, ABSTRACT 622 AND THE RACHAEL SAUL SURVEY, ABSTRACT 551 SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THAT CERTAIN TRACT OF LAND CONVEYED TO 4620 TOREADOR, LTD. IN DOCUMENT NO. 1999018631 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT BEING 107.39 ACRES OF LAND AND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a ½-inch iron pipe found at the intersection of the west right-of-way line of Dies Ranch Road, a 60-foot wide right-of-way and the north right-of-way line of F.M. 2769, a 100-foot wide right-of-way, being in the east line of said 4620 Toreador tract, for the POINT OF BEGINNING of the herein described 107 39 acre tract of land,

THENCE, with the north right-of-way line of said F M 2769, being also the east line of said 4620 Toreador tract, for the east line of the herein described tract, the following six (6) courses and distances, numbered 1 through 6,

- 1 With a curve to the left having a radius of 1004.93 feet, an arc length of 427.65 feet, and whose chord bears, S21°56'59"W, a distance of 424.43 feet to an iron rod set, from which point an iron rod found across said F M 2769 right-of-way bears, S80°14'29"E, a distance of 100.00 feet,
- 2 S09°52'00"W, a distance of 304.00 feet to an iron rod set at a point of curvature to the right, from which point an iron rod found across said F M 2769 right-of-way bears, S80°08'49"E, a distance of 100.00 feet,
- 3 With said curve to the right having a radius of 1095.92, an arc length of 583.26 feet, and whose chord bears, S25°05'59"W, a distance of 576.40 feet to an iron rod set,
- 4 S40°18'58"W, a distance of 233.94 feet to an iron rod set,
- 5 S53°55'58"W, a distance of 42.69 feet to an iron rod set at a point of curvature to the right, and
- 6 With said curve to the right having a radius of 1085.92, an arc length of 494.37 feet, and whose chord bears, S53°23'58"W, a distance of 490.11 feet to an iron rod set, for the most southerly corner of the herein described tract,

THENCE, departing the south right-of-way line of said F M 2769, and crossing said 4620 Toreador tract, for the west line of the herein described tract, the following twenty-five (25) courses and distances, numbered 1 through 25,

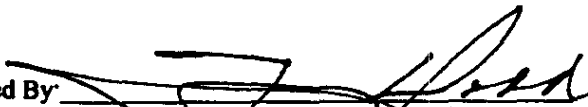
- 1 N28°30'17"W, a distance of 418.69 feet to an iron rod set,
2. N06°56'14"W, a distance of 324.69 feet to an iron rod set,
- 3 S84°12'09"W, a distance of 329.61 feet to an iron rod set,
- 4 N11°54'32"W, a distance of 370.75 feet to an iron rod set,
- 5 N42°18'24"E, a distance of 329.85 feet to an iron rod set,
- 6 N29°07'07"W, a distance of 355.90 feet to an iron rod set,
- 7 N25°06'25"E, a distance of 390.86 feet to an iron rod set,
- 8 N33°12'36"E, a distance of 330.81 feet to an iron rod set,
- 9 N72°39'12"E, a distance of 307.45 feet to an iron rod set,
- 10 N43°09'05"W, a distance of 215.08 feet to a PK nail set,
11. N05°11'55"E, a distance of 201.38 feet to an iron rod set,
12. N23°45'09"E, a distance of 145.70 feet to an iron rod set,

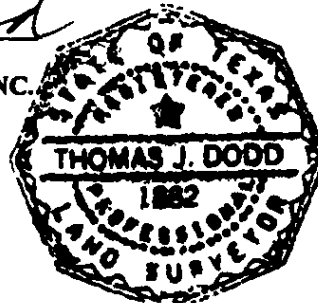
- 13 N46°23'31"E, a distance of 155 65 feet to an iron rod set,
- 14 N74°32'11"E, a distance of 103 32 feet to an iron rod set,
- 15 N00°43'47"W, a distance of 70 01 feet to an iron rod set,
- 16 N21°02'51"W, a distance of 92 29 feet to an iron rod set,
- 17 N20°49'44"E, a distance of 271 07 feet to an iron rod set,
- 18 N29°16'43"E, a distance of 278 32 feet to an iron rod set,
- 19 N30°38'43"E, a distance of 211 75 feet to an iron rod set,
- 20 N26°23'13"E, a distance of 99 22 feet to a PK nail set,
- 21 N33°14'19"E, a distance of 136 76 feet to an iron rod set,
- 22 N02°24'17"E, a distance of 133 22 feet to an iron rod set,
- 23 N29°21'53"E, a distance of 136.82 feet to an iron rod set,
- 24 N27°57'20"E, a distance of 121.28 feet to an iron rod set, and
- 25 N18°29'42"E, a distance of 289 16 feet to a PK nail set in the north line of said 4620 Toreador tract, being also the south line of that certain tract of land described in a deed to Wayne Beaty, Trustee, recorded in Volume 13141, Page 1148 of the Real Property Records of Travis County, Texas, for the northwest corner of the herein described tract,

**THENCE**, with the north line of said 4620 Toreador tract, being also the south line of said Beaty tract, for the north line of the herein described tract, N72°23'34"E, a distance of 699 00 feet to an iron rod found in the west right-of-way line of said Dies Ranch Road, for the northeast corner of the herein described tract,

**THENCE**, with the west right-of-way line of said Dies Ranch Road, being also the east line of said 4620 Toreador tract, for the east line of the herein described tract, the following ten (10) courses and distances, numbered 1 through 10,

- 1 S35°16'47"W, a distance of 175 80 feet to an iron rod set,
2. S16°42'46"W, a distance of 216 26 feet to an iron rod set,
- 3 S06°07'03"W, a distance of 232.78 feet to an iron rod set,
- 4 S00°23'15"E, a distance of 447.10 feet to an iron rod set,
- 5 S03°50'27"W, a distance of 218 56 feet to an iron rod set,
- 6 S18°36'27"W, a distance of 431 39 feet to an iron rod set,
- 7 S17°11'57"W, a distance of 496.34 feet to an iron rod set,
- 8 S16°56'57"W, a distance of 226 69 feet to an iron rod set,
- 9 S06°13'03"E, a distance of 516 49 feet to an iron rod set, and
- 10 S06°54'03"E, a distance of 235 81 feet to the **POINT OF BEGINNING** and containing 107.39 Acres of Land.

Surveyed By:   
 Thomas J. Dodd - R.P.L.S. No. 1882  
**CARLSON, BRIGANCE & DOERING, INC.**  
 3401 Slaughter Lane West  
 Austin, Texas 78748  
 (512) 280-5160 Fax (512) 280-5165



**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

05-23-2001 03 57 PM 2001082453  
KNOWLESR \$49 00  
DANA DEBEAUVOIR , COUNTY CLERK  
TRAVIS COUNTY, TEXAS

**DEVELOPMENT AREA  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR BELLA VISTA, SECTION 2**

This Development Area Declaration of Covenants, Conditions and Restrictions For Bella Vista, Section 2 ("Development Area Declaration") is made by BVD Partners, L P , a Texas limited partnership ("Declarant"), and is as follows

**RECITALS**

**A.** Declarant is the owner of all Lots located within Bella Vista, Section 2, a subdivision in Travis County, Texas, according to the plat recorded under Document No 2001082453, Official Public Records of Travis County, Texas (the "Subdivision")

**B.** The Subdivision is subject to the "Master Declaration of Covenants, Conditions, and Restrictions for Bella Vista" of record under Document No 2001082453 of the Official Public Records of Travis County, Texas (the "Master Declaration")

**C.** The Master Declaration permits Declarant to file Development Area Declarations applicable to specific Development Areas, as such terms are defined in the Master Declaration, in addition to the covenants, conditions, and restrictions of the Master Declaration

**D.** Declarant desires to create a residential community and to carry out a uniform plan for the improvement and development of the Subdivision for the benefit of all present and future owners of all or any portion of the Subdivision

**E.** Declarant desires to provide a mechanism for the preservation of the community and for the maintenance of common areas and, to that end, desires to subject the Subdivision to the covenants, conditions, and restrictions set forth in this Development Area Declaration for the benefit of the Subdivision, and each owner of all or any part thereof, which will be in addition to the covenants, conditions, and restrictions set forth in the Master Declaration

**NOW, THEREFORE,** it is hereby declared (i) that all of the Subdivision will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the land comprising the Subdivision and will be binding upon all parties having right, title, or interest in or to the Subdivision or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof, and (ii) that each contract or deed hereafter executed with regard to the Subdivision, or any portion thereof, will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed, and (iii) that this Development Area Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Master Declaration

**ARTICLE I  
DEFINITIONS; CONSTRUCTION**

**1.01 Defined Terms.** Unless otherwise defined in this Development Area Declaration, or the context otherwise specifies or requires, words and phrases delineated with initial capitalized letters in this Development Area Declaration will have the same meanings as set forth in the Master Declaration

12  
pe

**1.02 Conflict with Master Declaration.** If there is any conflict between any provision of the Master Declaration and the provisions of this Development Area Declaration, the provisions of this Development Area Declaration will control

## **ARTICLE II** **GENERAL RESTRICTIONS**

All of the Subdivision will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions

**2.01 Architectural Control.** All Improvements erected, placed, constructed, painted, altered, modified, installed or remodeled on any Lot within the Subdivision must be approved by the Architectural Control Committee created under the Master Declaration, in accordance with the provisions of the Master Declaration. Any rules or guidelines adopted by the Architectural Control Committee will apply to Improvements constructed within the Subdivision under this Development Area Declaration

### **2.02 General Restrictions.**

(a) Each Lot will be used solely for private single-family residential purposes only. Only one detached single-family residence may be constructed or maintained on any Lot, and each residence must meet the following criteria

- (i) The maximum building height will be 35 feet, measured vertically from the top of the foundation at any point within the structure to the highest ridge, peak, or gable of a roof, excluding chimneys and walk-out basements
- (ii) That portion of the foundation parallel to the front lot line and visible from the exterior of the structure must be concealed by extending the exterior brick, stone or stucco to within 18 inches of the finished grade
- (iii) No roof may have a pitch greater than 10/12 or less than 6/12

(b) The Improvements on each Lot must contain a private, enclosed garage sufficient to house all automobiles to be kept on the Lot. No carports or other open automobile storage units will be permitted. The parking of vehicles in the yard of any Lot is not permitted.

(c) Any residence constructed on any Lot must have a floor area of at least 1,800 square feet and not more than 3,000 square feet, exclusive of open or screened porches, terraces, patios, decks, driveways, and garages.

(d) Unless otherwise expressly approved by the Architectural Control Committee (i) the exterior walls of the first floor of any residence must be constructed of 100% clay brick, natural stone or stucco, and (ii) the exterior walls of the second floor of any residence must be constructed of at least 75% clay brick, natural stone or stucco, provided, however, that no more than 50% of the exterior walls of any residence may consist of stucco. Notwithstanding the previous sentence, any residence constructed on a Lot which shares a common boundary line with all or any portion of the Common Area or is located adjacent to Dies Ranch Road or the main entry road to the Subdivision, and Lots 25-37, inclusive, of Block B of the Subdivision must have the exterior walls, both first floor and, if applicable, second floor constructed of 100% clay brick, natural stone or stucco. Open or screened porches, terraces, patios, driveways, and garages will

be excluded for the purpose of determining compliance with the percentage masonry requirements of this Section. All siding must be manufactured out of fibre-cement.

(e) All roofing material incorporated into any residence or garage must be of a "weathered-wood" color and consist of 25-year dimensional fiberglass composition shingles, unless otherwise approved in advance by the Architectural Control Committee.

(f) The location of all Improvements must comply with the minimum setbacks shown on the Plat. For the purpose of this restriction, eaves, steps, and open porches will not be considered as part of a building, however, this subsection will not be construed to permit any portion of any Improvement on any Lot to encroach upon another Lot or other portion of the Subdivision.

(g) No professional, business, or commercial activity to which the general public is invited may be conducted on any Lot, however, in connection with its development of the Subdivision and the sale of Lots, Declarant may maintain model homes and temporary or permanent sales and marketing centers and offices, and may conduct open houses or other marketing events to which the general public may be invited.

(h) No portion of the Subdivision may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

(i) No Lot may be used as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, or for any similar purpose, but Lots may be leased for single-family residential purposes for a minimum term of six months, provided that any lease must be in writing and be made specifically subject to this Development Area Declaration.

(j) The design, construction materials, and location of all driveways and all culverts incorporated into driveways for ditch or drainage crossings must be approved by the Architectural Control Committee. Driveways must be a minimum of ten feet in width at their narrowest point. Driveways on corner lots abutting a cul-de-sac and another roadway must access off the cul-de-sac. No asphalt driveways will be permitted. The Architectural Control Committee may establish design and materials requirements for all driveway culverts to insure that they are consistent in appearance.

(k) The location, design and materials used for address identification markers on each residence must be approved in advance of installation by the Architectural Control Committee.

(l) All fences must be constructed of materials approved in advance by the Architectural Control Committee, must not exceed six feet in height, and must not be located closer to the street than the front of the residence on the Lot. The height and location of all fences must be approved in advance by the Architectural Control Committee. For Lots located adjacent to Common Area and for Lots 25-37, inclusive, of Block B of the Subdivision, all fencing must be constructed of wrought iron, decorative metal and/or masonry in accordance with design and material criteria established by the Architectural Control Committee, and no open storage or Improvements that have not been approved, in advance, by the Architectural Control Committee will be permitted on the Lot that would be visible from the Common Area or any greenbelt.

(m) The clearing of cedar trees on any Lot will not be permitted from March 1 through August 31 to prevent the disturbance of nesting activities, unless current breeding season surveys, conducted in accordance with Fish and Wildlife Service protocol, indicate that neither the Golden-cheeked Warbler nor the Black-capped Vireo are nesting within 300 feet of the proposed clearing.

(n) No air-conditioning apparatus may be installed on the ground in front of a residence or on the roof of any residence. Installed air-conditioning apparatus and ancillary mechanical equipment located on a Lot must be screened so as not to be visible from any other Lot, any Common Area or any street located within or adjacent to the Subdivision. Screening must consist of a masonry wall, landscaping and/or fencing approved in advance by the Architectural Control Committee. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a residence or at any other location where it would be visible from any street, any other Lot or any Common Area or greenbelt area.

(o) Unless otherwise approved by the Architectural Control Committee due to weather conditions, prior to the occupancy of any single-family residence constructed upon any Lot (i) the area between the front of the residence and the back of the curb of the street immediately adjacent to the front yard and the area between the side of the residence and the immediately adjacent side Lot line must, exclusive of any sidewalk areas, be fully sodded with Saint Augustine grass, Bermuda grass, Prairie Buffalo grass, or an alternative grass approved in advance by the Architectural Control Committee, and (ii) a minimum of 20 five-gallon shrubs or flowering plants and three three-inch caliper hardwood trees must be planted in the front yard of the Lot. In addition to the requirements set forth in the previous sentence, on any corner Lot, one additional three-inch caliper hardwood tree must be planted in the side yard of the corner Lot. The trees and shrubs to be planted must be of types approved by the Architectural Control Committee, which will maintain a list of approved plant materials which will be available to any Owner upon request.

**2.03 Sight Distance at Intersection.** No fence, wall, hedge, or planting that obstructs sight lines at elevations between two feet and nine feet above the roadway may be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point 30 feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines as extended. The same sight-line limitations will apply on any Lot within the triangular area formed by the street line, the driveway or alley line and a line connecting them at a point ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. All tree foliage within such distances of intersections must be maintained to meet the sight-line requirements set forth above. Notwithstanding the foregoing or anything in this Development Area Declaration to the contrary, all sight distances required by any applicable governmental authority must be complied with.

**2.04 Antennae and Solar Systems.** Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc (collectively "Antennae"), nor any solar energy system ("Solar System"), may be erected, maintained or placed on a Lot without the prior written approval of the Architectural Control Committee; provided, however, that one satellite dish or other similar instrument with a diameter no greater than two feet may be affixed to each single-family residence located within the Subdivision, provided that the dish or similar instrument is located in an area not visible from Dies Ranch Road, the main entry road to the Subdivision, or any Common Area, and the location of the device on the residence is approved in advance of installation by the Architectural Control Committee. Prior to the erection of any Antennae or Solar System, plans and specifications and a proposal for screening must be presented to and expressly approved by the Architectural Control Committee, which approval may, except for an Antennae authorized in this Section, be denied for any reason whatsoever. Any Antennae or Solar System, if approved, must be entirely screened from view from adjacent Lots and streets.

**2.05 Insurance Rates.** Nothing may be done or kept within the Subdivision that would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on other Lots, the Common Area, or the Improvements located thereon, without the prior written approval of the Board.

**2.06 Subdividing and Easements.** No Lot may be further divided or subdivided, nor may any easements or other interests covering less than the whole Lot be conveyed by an Owner without the prior written approval of Declarant. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat for the Subdivision. No landscaping, Improvements, fence or other obstruction may be placed in any easement. No utility company, water district, political subdivision, or other authorized entity using any easements within the Subdivision will be liable for any damage done by them or their assigns, agents, employees, or servants to any landscaping, Improvements or other property situated within any easement.

**2.07 Signs.** Except for signs which are a part of Declarant's overall marketing plan for the Subdivision, no sign of any kind may be displayed on any Lot except

(a) A builder who is engaged in construction of a single-family residence upon a Lot may advertise the Lot and residence for sale until such time as the Lot and residence are sold,

(b) Any Owner may display one sign of not more than four square feet on his Lot to advertise the Lot or residence for sale or rent, and

(c) Signs required for legal proceedings

**2.08 Rubbish and Debris.** No rubbish or debris of any kind may be placed or permitted to accumulate within the Subdivision, and no odors will be permitted to arise therefrom so as to render the Subdivision, or any portion thereof, unsanitary, unsightly, offensive, or detrimental to any other portion of the Subdivision or other property or to its occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or otherwise appropriately screened from view from any portion of the Subdivision, other than the Lot on which such containers are properly located. Trash containers may not be left on the street or driveway of any Lot except on the day that is designated for trash collection.

**2.09 Noise.** No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) may be located, used, or placed on any Lot within the Subdivision. No noise or other nuisance will be permitted to exist or operate upon any portion of the Subdivision so as to be offensive or detrimental to any other portion of the Subdivision or the Property or to its occupants. Without limiting the generality of the foregoing, if any noise or nuisance emanates from any Lot or any Improvement on any Lot, the Association may (but will not be obligated to) enter any such Lot or Improvement and take such reasonable actions as may be necessary to terminate such noise (including silencing any burglar or break-in alarm).

**2.10 Construction of Improvements.** No Improvements of any kind may hereafter be placed, maintained, erected or constructed within the Subdivision without the prior written approval of the Architectural Control Committee. The construction of any single-family residence or other Improvement on a Lot must be completed within 18 months of the date that construction is commenced on the Lot.

**2.11 Repair of Buildings.** All Improvements within the Subdivision that are not maintained by the Association must at all times be kept in good condition and repair and adequately maintained by the Owner. The opinion of the Architectural Control Committee as to condition and repair will be final.

**2.12 Alteration or Removal of Improvements.** Any alteration, remodeling, or construction that in any way changes the exterior appearance of any Improvement, as well as the removal of any Improvement within the Subdivision may be performed only with the prior written approval of the Architectural Control Committee. Any alteration, remodeling, or modification of any single-family residence on a Lot must be completed within 18 months of the date that construction is commenced on the Lot.

**2.13 Drainage.** There will be no interference with the established drainage patterns over any of the Subdivision, except by Declarant, unless adequate provision is made for proper drainage and the alteration is approved in writing by the Architectural Control Committee. If the natural grade must be altered on any Lot, the alterations must be approved in advance by the Architectural Control Committee. In conjunction with the alteration of the natural grade of any Lot, the Architectural Control Committee will have the authority to require the construction of retaining walls in a location and utilizing materials approved by the Architectural Control Committee.

**2.14 Hazardous Activities.** No activities may be conducted within the Subdivision and no Improvements may be constructed within the Subdivision that are or might be unsafe or hazardous to any person or to any portion of the Subdivision. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged within the Subdivision, and no open fires may be lighted or permitted except within safe and well-designed interior fireplaces or in contained barbecue units which are attended while in use and used for cooking purposes only.

**2.15 Temporary Structures, Sheds and Outbuildings.** No tent, shack, or other temporary building, improvement, or structure may be placed within the Subdivision without the written approval of the Architectural Control Committee; provided, however, that temporary structures necessary for storage of tools and equipment and for office space for architects, builders, and foremen during actual construction on a Lot or within the Subdivision may be maintained with the prior approval of Architectural Control Committee, such approval to include the nature, size, duration, and location of such structure. No shed, outbuilding, or other storage building may be erected on any Lot without the advance written approval of the Architectural Control Committee, which approval may include requirements regarding placement, design, screening, and construction materials. No shed, outbuilding, or other storage building may be located on Lots adjacent to Dies Ranch Road, the main entry road to the Subdivision, or any Common Area. No mobile homes, modular homes or other homes not constructed in place will be permitted. Anything contained in this Development Area Declaration to the contrary notwithstanding, no structure or Improvement that is not permitted under any ordinance or regulation of the City of Cedar Park, Texas will be permitted within the Subdivision.

**2.16 Mining and Drilling.** No portion of the Subdivision may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

**2.17 Unightly Articles: Vehicles.** No article deemed to be unsightly by the Architectural Control Committee will be permitted to remain on any Lot so as to be visible from adjoining Lots, other portions of the Subdivision, including any Common Area, or any public or private street. Without limiting the generality of the foregoing, trailers, graders, trucks larger than a 3/4 ton pickup, boats, tractors, semi-trailers, campers, wagons, buses, motorcycles, motor scooters, machinery, garden maintenance equipment, recreation vehicles, dune buggies, sports equipment, commercial vehicles, vehicles lacking a current license plate, and inoperable vehicles must be kept at all times, except when in actual use, in enclosed structures or totally screened from view, and no repair or maintenance work may be done on any of the foregoing or on any automobile (other than minor emergency repairs) except in enclosed garages or other structures. Service areas, storage areas, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics

(including, without limitation, clothes lines) must be screened from view from any portion of the Subdivision other than the Lot on which such areas, piles and facilities are properly located. No lumber, building materials, grass, plant waste, shrub or tree clippings, metals, bulk materials, scraps, refuse, or trash of any kind will be kept, stored, or allowed to accumulate on any portion of the Subdivision except within enclosed structures or totally screened from view from any portion of the Subdivision other than the Lot on which such materials are properly located.

**2.18 Animals.** No kennel or other facility for raising or boarding dogs or other animals for commercial purposes will be permitted on any Lot. The keeping of ordinary household pets, such as dogs and cats, not to exceed three in number, is allowed, and the puppies, kittens, or other offspring of any permitted household pets may be kept for a period not in excess of 12 weeks, provided, however, that no commercial breeding of such pets is permitted. No poultry, livestock or exotic animals may be kept on any Lot. All pets must be kept on the Owner's Lot and may not be allowed to roam loose. No pet will be permitted to make an unreasonable amount of noise, or to cause any nuisance to any other resident of the Subdivision or any other Lot.

**2.19 Travel Trailers and Recreational Vehicles.** No travel trailers or recreational vehicles may be parked in any street or on or near any Lot for more than 48 consecutive hours or for more than a total of 72 hours, whether consecutive or not, in any 30-day period, so as to be visible from any other portion of the Subdivision.

**2.20 Owner's Responsibility for Maintenance.** Each Owner must maintain the interior and exterior of all Improvements of any kind or nature that are located upon such Owner's Lot in a good state of repair. An Owner may not change the color or exterior appearance of the Improvements located on his Lot, except with the approval of the Architectural Control Committee. Each Owner will, however, have the exclusive right to paint, plaster, panel, tile, wax, paper, or otherwise refinish and decorate the inner surface of the walls, ceilings, floors, windows, and doors within such Owner's structure. If an Owner fails to maintain the Improvements located on his Lot in a manner that the Architectural Control Committee deems necessary to preserve the appearance and value of the Subdivision, the Architectural Control Committee may notify the Owner of the work required and request that it be done within 30 days from the date of such notice. If the Owner fails to complete the required work or maintenance within this 30-day period, the Architectural Control Committee will notify the Board, and the Board may (but will not be obligated to) cause such work to be done and the Owner will be personally liable to the Association for the cost of such work. If the Owner fails to pay any cost upon demand, such cost (plus interest from the date of demand until paid at the maximum lawful rate or, if there is no such maximum lawful rate, at the rate of one and one-half percent per month) will be added to the Assessment chargeable to the Owner's Lot. Any such amounts added to the Assessments chargeable against a Lot will be secured by the liens reserved in the Master Declaration for Assessments and may be collected by any means provided in the Master Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot.

**2.21 Liability of Owners for Damage to Common Area.** No Owner will in any way alter, modify, add to, or otherwise perform any work whatsoever upon the Common Area. The Owner of each Lot will be liable to the Association for all damages to (i) the Common Area and any Improvements constructed thereon, or (ii) to any Improvements constructed upon any Lot, the maintenance of which has been assumed by the Association, which damage is caused by the neglect, misuse or negligence of such Owner or any tenant or other occupant of such Owner's Lot or such Owner's guest or invitee. The full cost of all repairs of such damage will be an Assessment against the Owner's Lot, secured by a lien against the Owner's Lot and collectible in the same manner as provided in the Master Declaration for the collection of Assessments.

**2.22 Compliance with Restrictions.** Each Owner must comply strictly with the provisions of the Master Declaration and this Development Area Declaration (collectively, the "Restrictions"), as the same may be amended from time to time. Failure to comply with any of the Restrictions will constitute a violation of the Restrictions and will give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Manager or Board on behalf of the Association, by the Architectural Control Committee or by an aggrieved Owner. Without limiting any rights or powers of the Association and the Board set out in this Development Area Declaration or the Master Declaration, the Board may (but will not be obligated to) remedy or attempt to remedy any violation of any of the Restrictions, and the Owner whose violation has been so remedied will be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent per month) will be added to the Assessment chargeable to the Owner's Lot. Any such amounts added to the Assessments chargeable against a Lot will be secured by the liens reserved in the Master Declaration for Assessments and may be collected by any means provided in the Master Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot.

**2.23 Butane and Fuel Tanks.** No butane or fuel tank or other structure or facility for the storage of combustible fuel (other than tanks installed in gas grills) may be placed or maintained within the Subdivision unless approved in writing by the Architectural Control Committee.

**2.24 Swimming Pools.** Any swimming pool constructed on a Lot must be in-ground and enclosed with a fence or other enclosure device completely surrounding the swimming pool which, at a minimum, satisfies all applicable governmental requirements. Nothing in this Section is intended or will be construed to limit or affect an Owner's obligation to comply with any applicable governmental regulations concerning swimming pool enclosure requirements. No above-ground pools will be permitted.

**2.25 Recreational Facilities.** No tennis court, playscape, "sport court", basketball goal, or other recreational facility may be constructed or placed on any Lot without the advance written approval of the Architectural Control Committee. The Architectural Control Committee will have the right to approve in advance the location and materials to be used in the construction of any recreational facility, and may approve or deny the installation of such facility in its sole and absolute discretion. The Architectural Control Committee may condition its approval of any recreational facility based upon the erection or installation of screening. Unless otherwise expressly approved by the Architectural Control Committee, no approved recreational facility may be illuminated. Movable athletic and recreational facilities such as swing sets and basketball goals may not be placed upon any Lot between any roadway within the Subdivision and the front of the single-family residence located upon the Lot. Notwithstanding the foregoing provision, basketball goals will be permitted if (i) attached to a free standing pole, (ii) located on the principal driveway of the single-family residence located upon the Lot, and (iii) positioned no closer than 20 feet from the nearest curb of the roadway adjacent to and intersecting the driveway. Basketball goals may not be located in any street within the Subdivision.

### **ARTICLE III** **INSURANCE AND CONDEMNATION**

**3.01 Insurance.** Each Owner must maintain insurance on the Improvements located upon such Owner's Lot, providing fire and extended coverage and other coverage in the kinds and amounts commonly required by private institutional mortgage investors for Improvements similar in construction, location and use.

**3.02 Restoration.** In the event of any fire or other casualty to any Lot or the Improvements thereon, the Owner must promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction. Such repair, restoration or replacement must be commenced and completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures damaged or destroyed, unless otherwise approved by the Architectural Control Committee. To the extent that an Owner fails to commence such repair, restoration or replacement within 30 days after the occurrence of the damage or destruction, and thereafter to prosecute such work to completion, or if the Owner does not clean up any debris resulting from any damage within 30 days after the occurrence of the damage, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and the Owner will be personally liable to the Association for the cost of the work, provided, however, that if the Owner is prohibited or delayed by law, regulation or any governmental authority from commencing the repair, restoration, replacement or clean-up, the rights of the Association under this Section will not arise until the expiration of 30 days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, then at the rate of one and one-half percent per month) will be added to the Assessment chargeable to the Owner's Lot. Any such amounts added to the Assessments chargeable against a Lot will be secured by the liens reserved in the Master Declaration for Assessments and may be collected by any means provided in the Master Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot.

**3.03 Mechanic's and Materialmen's Lien.** Each Owner whose Improvement is repaired, restored, replaced or cleaned up by the Association pursuant to the rights granted under this Article hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, or replacement of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration or replacement exceeds any insurance proceeds allocable to such repair, restoration or replacement and delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration or replacement, such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

#### **ARTICLE IV GENERAL PROVISIONS**

**4.01 Duration.** This Development Area Declaration and the covenants, conditions, restrictions, easements, charges, and liens set out herein will run with and bind the land within the Subdivision, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Development Area Declaration is recorded in the Official Public Records of Travis County, Texas, and continuing through and including January 1, 2050, after which time this Development Area Declaration will be automatically extended for successive periods of five years unless a termination, or change of term or renewal term is approved by the Owners of at least 70 percent of the Lots in the Subdivision, provided, however, that such change will be effective only upon the recording of an instrument setting forth the change executed and acknowledged by (i) the Declarant, acting alone, or (ii) the President and Secretary of the Association certifying that the change has been approved by either (a) the Declarant or (b) the Owners of at least 70 percent of the Lots and, for so long as Declarant owns any of the Lots, by Declarant, in the Official Public Records of Travis County, Texas.

**4.02 Amendment.** This Development Area Declaration may be amended or terminated by the recording in the Official Public Records of Travis County, Texas, of an instrument setting forth the amendment or termination executed and acknowledged by (i) the Declarant, acting alone, or (ii) the President and Secretary of the Association certifying that such amendment or termination has been approved by either (a) the Declarant, or (b) the Owners of at least 70 percent of the Lots and, for so long as Declarant owns any of the Lots, by Declarant

**4.03 Easements.** Declarant reserves the right to locate, relocate, construct, erect, and maintain or cause to be located, constructed, erected, and maintained in and on any streets maintained by the Association or areas conveyed to the Association or reserved as Common Area, roadways, sewer lines, water lines, cable television and other communication lines, electrical lines and conduits, and other pipelines, conduits, wires, and any public utility function beneath or above the surface of the ground and fences common to the entire Subdivision, with the right of access to the same at any time for the purposes of repair and maintenance

**4.04 Notices.** Any notice permitted or required to be given by this Development Area Declaration will be in writing and may be delivered either personally or by mail. If delivery is made by mail, it will be deemed to have been delivered on the third day (other than a Saturday, Sunday, or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Secretary of the Association for the purpose of service of notices, or to the residence located on the Lot owned by such person if no address has been given to the Secretary of the Association. Such address may be changed from time to time by notice in writing given by such person to the Secretary of the Association

**4.05 Interpretation.** The provision of this Development Area Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Subdivision, provided, however, that the provisions of this Development Area Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Subdivision. This Development Area Declaration will be construed and governed under the laws of the State of Texas

**4.06 Construction Activities.** This Development Area Declaration will not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements upon Lots within the Subdivision, so long as such construction is being performed by Declarant, its agents, contractors, as licensees or pursuant to the approval of the Architectural Control Committee

**4.07 Gender.** Whenever the context will so require, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular

**4.08 Assignment of Declarant.** Notwithstanding any provision in this Development Area Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Development Area Declaration to any person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder

**4.09 Enforcement and Nonwaiver.**

(a) Except as otherwise provided herein, any Owner of a Lot, at such Owner's own expense, Declarant, and the Association will each have the right to enforce all of the provisions of this Development Area Declaration. The Association may initiate, defend or intervene in any action brought to enforce any provision of this Development Area Declaration. This right of enforcement will include both a right to sue for damages for and injunctive relief against the breach of any provision hereof.

(b) Every act or omission whereby any provision of the Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant, or the Association.

(c) Any violation of any federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any portion of the Subdivision is hereby declared to be a violation of this Development Area Declaration and subject to all of the enforcement procedures set forth herein.

(d) The failure to enforce any provision of the Restrictions at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Association Restrictions.

**4.10 Construction.** The provisions of this Development Area Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular, and the masculine, feminine, or neuter will each include the masculine, feminine, and neuter. All captions and titles used in this Development Area Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

**4.11 Indemnity. EACH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER SECTION 2.20, SECTION 2.22, OR SECTION 3.02, INCLUDING ANY COST, FEES, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

**4.12 No Warranty of Enforceability.** Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in the Restrictions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms, or provisions will assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

EXECUTED to be effective the 23<sup>rd</sup> day of May, 2001

**DECLARANT:**

BVD PARTNERS, L P , a Texas limited partnership

By BVD MANAGEMENT CORPORATION, a Texas corporation, general partner

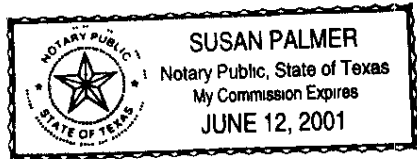
By *[Signature]*  
Name JOSEPH A. DIQUINZIO, JR  
Title PRESIDENT  
Date 5-23-01

THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared JOSEPH A. DIQUINZIO, JR PRESIDENT of BVD Management Corporation, a Texas corporation and general partner of BVD Partners, L P , a Texas limited partnership, 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, on behalf of said corporation and said limited partnership

Given under my hand and seal of this office this 23<sup>rd</sup> day of May, 2001

(seal)



*[Signature]*  
Notary Public, State of Texas

AFTER RECORDING, RETURN TO

Sue Brooks Littlefield  
Armbrust Brown & Davis, L L P.  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*[Signature]*  
05-24-2001 10 41 AM 2001082543  
KNOWLESR \$31 00  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

**FIRST AMENDMENT TO DEVELOPMENT AREA  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BELLA VISTA, SECTION 2**

THE STATE OF TEXAS       §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF TRAVIS       §

This First Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 2 (the "First Amendment") is made by BVD Partners, L P , a Texas limited partnership, as "Declarant", and is as follows

3  
/

**RECITALS:**

A       Declarant previously executed and recorded that certain Development Area Declaration of Covenants, Conditions, and Restrictions for Bella Vista, Section 2, recorded under Document No 2001082543, Official Public Records of Travis County, Texas (the "Development Area Declaration")

B       Section 4 02 of the Development Area Declaration provides that it may be amended by Declarant, acting alone

C       Declarant now wishes to amend the Development Area Declaration as set forth in this First Amendment

NOW, THEREFORE, Declarant hereby amends and modifies the Development Area Declaration as follows

1       Recitals To correct the plat recordation reference, Paragraph A of the Recitals is hereby amended to read as follows

A.       Declarant is the owner of all Lots located within Bella Vista, Section 2, a subdivision in Travis County, Texas, according to the plat recorded under Document No 200100195, Official Public Records of Travis County, Texas (the "Subdivision")

2       Section 2 02, General Restrictions Subsection (c) of Section 2 02, General Restrictions, is hereby amended to read as follows

(c)       Any residence constructed on any Lot must have a floor area of at least 1,800 square feet, exclusive of open or screened porches, terraces, patios, decks, driveways, and garages

3       Section 2 15, Temporary Structures, Sheds and Outbuildings Section 2 15, Temporary Structures, Sheds and Outbuildings, is hereby amended to read as follows

**2.15 Temporary Structures, Sheds and Outbuildings.** No tent, shack, or other temporary building, improvement, or structure may be placed within the Subdivision without the written approval of the Architectural Control Committee, provided, however, that temporary structures necessary for storage of tools and equipment and for office space

for architects, builders, and foremen during actual construction on a Lot or within the Subdivision may be maintained with the prior approval of Architectural Control Committee, such approval to include the nature, size, duration, and location of such structure No shed, outbuilding, or other storage building may be erected on any Lot without the advance written approval of the Architectural Control Committee, which approval may include requirements regarding placement, design, screening, and construction materials No shed, outbuilding, or other storage building may be located on Lots adjacent to Dies Ranch Road, the main entry road to the Subdivision, or any Common Area No mobile homes, modular homes, manufactured homes (as defined by the Texas Manufactured Housing Standards Act, Article 5221f, Civil Statutes, or any successor statute), or other homes not constructed in place will be permitted Anything contained in this Development Area Declaration to the contrary notwithstanding, no structure or Improvement that is not permitted under any ordinance or regulation of the City of Cedar Park, Texas will be permitted within the Subdivision

4 Defined Terms All terms delineated with initial capital letters in this Amendment that are defined in the Development Area Declaration have the same meanings in this Amendment as in the Development Area Declaration Other terms have the meanings commonly ascribed to them

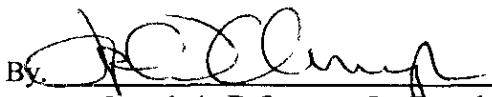
5 Effect of Amendment Except as specifically amended in this First Amendment, all terms of the Development Area Declaration remain in full force and effect

EXECUTED to be effective the 20<sup>th</sup> day of July, 2001

**DECLARANT:**

BVD PARTNERS, L P , a Texas limited partnership

By BVD MANAGEMENT CORPORATION a  
Texas corporation, general partner

By   
Joseph A. DiQuinzio, Jr., President  
Date July 20, 2001

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Joseph A. DiQuinzio, Jr., President of BVD Management Corporation, a Texas corporation and general partner of BVD Partners, L.P., a Texas limited partnership, 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, on behalf of said corporation and said limited partnership

Given under my hand and seal of this office this 20<sup>th</sup> day of July, 2001

(seal)



Susan Palmer  
Notary Public, State of Texas

AFTER RECORDING, RETURN TO

Sue Brooks Littlefield  
Armbrust Brown & Davis, L.L.P.  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Dana Debeauvoir*  
07-20-2001 03 35 PM 2001119879  
BAZANJ \$13 00  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

9  
13010432  
\$11.00

2

**SECOND AMENDMENT TO DEVELOPMENT AREA  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BELLA VISTA, SECTION 2**

THE STATE OF TEXAS       §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF TRAVIS       §

This Second Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 2 (the "Second Amendment") is made by BVD Partners, L P., a Texas limited partnership, as "Declarant", and is as follows

**RECITALS:**

A       Declarant previously executed and recorded that certain Development Area Declaration of Covenants, Conditions, and Restrictions for Bella Vista, Section 2, recorded under Document No 2001082543, Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 2, recorded under Document No 2001119879, Official Public Records of Travis County, Texas (collectively, the "Development Area Declaration")

B       Section 4.02 of the Development Area Declaration provides that it may be amended by Declarant, acting alone

C       Declarant now wishes to amend the Development Area Declaration as set forth in this Second Amendment

NOW, THEREFORE, Declarant hereby amends and modifies the Development Area Declaration as follows

1       Section 2.02, General Restrictions Subsection (d) of Section 2.02, General Restrictions, is hereby amended to read as follows

(d)       Unless otherwise expressly approved by the Architectural Control Committee (i) the exterior walls of the first floor of any residence must be constructed of 75% clay brick, natural stone or stucco, and (ii) the front exterior wall of the second floor of any residence must be constructed of 100% clay brick, natural stone or stucco. Notwithstanding the previous sentence any residence constructed on Lots 1-5, inclusive, of Block A of the Subdivision and Lots 25-39, inclusive, of Block B of the Subdivision must have (i) the exterior walls of the first floor constructed of 100% clay brick, natural stone or stucco, and (ii) if applicable, and to the extent not prohibited by applicable building codes, the front and rear exterior walls of the second floor constructed of 100% clay brick, natural stone or stucco. Additionally, no more than 50% of the residences constructed on Lots 6-17, inclusive, of Block A of the Subdivision may be two story. Open or screened porches, terraces, patios, driveways, and garages will be excluded for the purpose of determining compliance with the percentage masonry requirements of this Section. All siding must be manufactured out of fibre-cement

4. Defined Terms All terms delineated with initial capital letters in this Amendment that are defined in the Development Area Declaration have the same meanings in this Amendment as in the Development Area Declaration Other terms have the meanings commonly ascribed to them


5. Effect of Amendment Except as specifically amended in this Second Amendment, all terms of the Development Area Declaration remain in full force and effect

EXECUTED to be effective the 31<sup>st</sup> day of July, 2001

**DECLARANT:**

BVD PARTNERS, L P , a Texas limited partnership

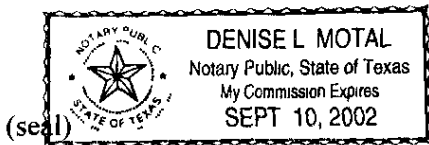
By BVD MANAGEMENT CORPORATION, a Texas corporation, general partner


By   
Joseph A. DiQuinzio, Jr , President  
Date July 31, 2001

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Joseph A DiQuinzio, Jr , President of BVD Management Corporation, a Texas corporation and general partner of BVD Partners, L P , a Texas limited partnership, 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, on behalf of said corporation and said limited partnership

Given under my hand and seal of this office this 31<sup>st</sup> day of July 2001

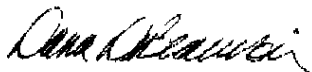


  
Notary Public Signature

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

AFTER RECORDING, RETURN TO

Sue Brooks Littlefield  
Armbrust Brown & Davis, L L P  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701

  
08-02-2001 12 24 PM 2001128133  
FORDL \$11 00  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

**FIRST AMENDMENT TO MASTER  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BELLA VISTA**

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §       KNOW ALL MEN BY THESE PRESENTS

This First Amendment to Master Declaration of Covenants, Conditions and Restrictions for Bella Vista (the "First Amendment") is made by BVD Partners, L P , a Texas limited partnership, as "Declarant", and is as follows

**RECITALS:**

A       Declarant previously executed and recorded that certain Master Declaration of Covenants, Conditions, and Restrictions for Bella Vista, recorded under Document No 2001082453, Official Public Records of Travis County, Texas (the "Master Declaration")

B       Section 8 03 of the Master Declaration provides that it may be amended by Declarant, acting alone, so long as Declarant owns any of the property that is subject to the Master Declaration ("Property")

C       Declarant now wishes to amend the Development Area Declaration as set forth in this First Amendment

NOW, THEREFORE, Declarant hereby amends and modifies the Master Declaration as follows

1       Amendment to Section 3 04 Section 3 04 of the Master Declaration is amended to add the following new subsection (q)

(q)       Transfer Fees To levy and collect a transfer fee, payable by the purchaser of any Lot at the time of closing of its purchase,, which transfer fee will be established by the Board from time to time and will be in addition to any transfer fee charged by the Manager

2       Defined Terms All terms delineated with initial capital letters in this Amendment that are defined in the Development Area Declaration have the same meanings in this Amendment as in the Development Area Declaration Other terms have the meanings commonly ascribed to them

3       Effect of Amendment Except as specifically amended in this First Amendment, all terms of the Development Area Declaration remain in full force and effect

EXECUTED to be effective the 1st day of April, 2002

**DECLARANT:**

BVD PARTNERS, L P , a Texas limited partnership

By BVD MANAGEMENT CORPORATION, a Texas corporation, general partner

By [Signature]  
Joseph A DiQuinzio, Jr , President  
Date 4-1-02

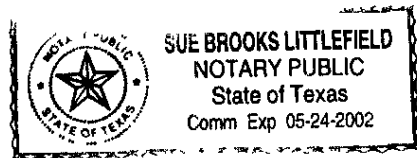
THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Joseph A DiQuinzio, Jr , President of BVD Management Corporation, a Texas corporation and general partner of BVD Partners, L P , a Texas limited partnership, 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, on behalf of said corporation and said limited partnership

Given under my hand and seal of this office this 1st day of April, 2002

(seal)

[Signature]  
Notary Public, State of Texas



AFTER RECORDING, RETURN TO

Sue Brooks Littlefield  
Armbrust & Brown, L L P  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

[Signature]  
04-02-2002 12 46 PM 2002060822  
BAZANJ \$11 00  
DANA DEBEAUVOIR , COUNTY CLERK  
TRAVIS COUNTY, TEXAS

9

When Recorded Return to First American Title  
GF# V09002469 (Polite)

**NOTICE OF MEMBERSHIP IN  
PROPERTY OWNERS' ASSOCIATION**

THE STATE OF TEXAS  
THE COUNTY OF TRAVIS



TRV 2003077752  
1 pg

As purchaser of property in the residential community in which this property is located, you are obligated to be a member of the Bella Vista Homeowners' / Property Owners' association. Restrictive covenants governing the use and occupancy of the property and a dedicatory instrument governing the establishment, maintenance, architectural controls, deed restrictions and operation of this residential community have been or will be recorded in the Real Property Records of Travis County, Texas. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk.

You are obligated to pay assessments to the property owners' association. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

Association Dues will be collected from the date of closing thru the current year and will be payable in full at the time of closing. There will also be a one time reserve fee for \$100 payable to the HOA Reserve Fund and a \$100 transfer fee payable to Liddiard Management Company which will be collected at closing.

Property Address:

2602 Salerno Place, Cedar Park, Tx 78613

Lot 4, Block A, Bella Vista, Section Two.

*we 31 at me*  
Executed 3/14/03

X *Franklin B. Lewis, Jr.*  
Franklin B. Lewis, Jr.

X *Dana R. Avant Lewis*  
Dana R. Avant Lewis

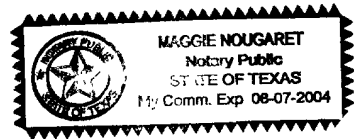
THE STATE OF TEXAS  
THE COUNTY OF TRAVIS

*31 we at me*

This instrument was acknowledged before me on 3/14/03, by

Franklin B. Lewis Jr. & Dana R. Avant Lewis

*Maggie Nougaret*  
Notary Public, State of Texas



AFTER RECORDING RETURN TO:  
First American Title Insurance Company  
3301 Northland Drive, Suite 409  
Austin, Tx 78731

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Dana Debeauvoir*  
04-08-2003 03 31 PM 2003077752  
PAREDEST \$9 00  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS



AMEND 2005051519  
7 PGS

vs 03-08-2005  
Item 19.B  
FILED FOR RECORD

STATE OF TEXAS §  
COUNTY OF TRAVIS §

2005 MAR 18 PM 4: 37  
DANA DEBEAUVOIR  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

FIRST AMENDMENT TO LICENSE AGREEMENT

This is First Amendment to §82.701 License Agreement (Agreement, as recorded on 12-19-2002 at Doc#2002244968 in the Official Public Records of Travis County, Texas, by and between the Bella Vista Homeowner's Association, Inc. (Association), and Travis County, a political subdivision of the State of Texas (County), hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the COUNTY and the ASSOCIATION entered into that certain AGREEMENT for the liability and maintenance of certain landscaping and improvements in portions of the public right-of-ways, in Bella Vista Section 1 & 2 subdivisions; and

WHEREAS, the ASSOCIATION has added certain landscaping and improvements in portions of the public right-of-way, Plaza Bella Way, in Bella Vista Section 5 subdivision as recorded at Doc. #2002 of the Official Public Records of Travis County, Texas, this First Amendment is presented to add those areas to the Agreement; and

NOW, THEREFORE, for and in consideration of the Parties' mutual promises and covenants, a cash Security Deposit of Seven Hundred Forty and No/100 (\$740.00) and of other good and valuable consideration the receipt, sufficiency and adequacy of which the Parties mutually acknowledge, the Parties agree as follows and hereby amend the Agreement as follows:

1. As of the effective date hereof, all terms and conditions of the Agreement shall, except as hereby amended, remain in full force and effect. In the event of any inconsistencies between this Amendment and the Agreement, the terms set forth in this Amendment shall govern and control in all respects.
2. This Amendment may be executed by the Parties in multiple originals, which shall be construed together as one document, and shall be binding on the Parties upon the signature of each of the Parties.
3. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas, except to the extent the laws of the United States of America shall preempt Texas law, in which case such federal law shall govern and control.

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on

MAR 21 2005



Dana DeBeauvoir, County Clerk  
By Deputy:

*Melissa Velasquez*  
Melissa Velasquez

First Amendment to License Agreement, Bella Vista

TERMS AND CONDITIONS ACCEPTED, this the 21<sup>st</sup> day of February, 2005.

THE ASSOCIATION:

Bella Vista Homeowner's Association, Inc.

By: [Signature]  
signature

Name: Joseph A DiQuinzio Jr  
printed name

Title: President  
Authorized Representative

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 21<sup>st</sup> day of February, 2005, by Joseph A. DiQuinzio Jr President of the Bella Vista Homeowner's Association, Inc., a Texas corporation, on behalf of said corporation.



Sandy M. Fleming  
Notary Public in and for the State of Texas

Sandy M. Fleming  
Printed/Typed Name

December 17, 2008  
My commission expires

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on MAR 21 2005



Dana DeBeauvoir, County Clerk  
By Deputy:  
Melissa Velasquez  
Melissa Velasquez

First Amendment to License Agreement, Bella Vista

EXECUTED AS OF THE DATES SET FORTH BELOW:

TRAVIS COUNTY, TEXAS

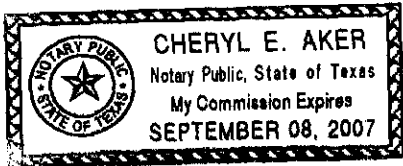
By: Samuel T. Biscoe  
Samuel T. Biscoe, County Judge

Date: 3.8.05

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 14 day of March, 2005, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.



Cheryl E. Aker  
Notary Public in and for the State of Texas

Cheryl E. Aker  
Printed/Typed Name

9/8/07  
My commission expires

ADDRESS OF ASSOCIATION:

BELLA VISTA HOMEOWNERS ASSOC  
602 W 9TH ST

Austin, Texas 78701  
478-0017 478-0436  
phone: fax

ASSOCIATION'S MANAGEMENT CO.

\_\_\_\_\_

Attn: \_\_\_\_\_

phone: fax

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



Dana DeBeauvoir, County Clerk

By Deputy:

Melissa Velasquez  
Melissa Velasquez

MAR 21 2005

First Amendment to License Agreement, Bella Vista

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/11/2005

PRODUCER (512) 421-5705 FAX (512) 421-5708  
Texas Insurance, A Division  
of Compass Insurance Agency, Inc.  
5800 N Mopac  
Austin, TX 78731

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **Bella Vista Homeowner's Association, Inc.**  
12335 Hymeadow Dr Suite 300  
Austin, TX 78750

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **Western World**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NPP922377	10/25/2004	10/25/2005	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> <input type="checkbox"/> MED EXP (Any one person) \$ <b>5,000</b> <input type="checkbox"/> PERSONAL & ADV INJURY \$ <b>1,000,000</b> <input type="checkbox"/> GENERAL AGGREGATE \$ <b>2,000,000</b> <input type="checkbox"/> PRODUCTS - COM/OP AGG \$ <b>Included</b>					
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		<b>OTHER</b> Property, Special, RC, 80% Co-Ins	NPP922377	10/25/2005	10/25/2006	Deductible \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Travis County is named as Additional Insured with respect to General Liability regarding  
 2702 Plaza Bella Way, Cedar Park, Tx 78613.

## CERTIFICATE HOLDER

County of Travis  
Attn: Darla Vasterling  
P. O. Box 1748  
Austin, TX 78761

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office.  
Witness my hand and seal of office on



Dana DeBeauvoir, County Clerk

By Deputy:

Melissa Velasquez

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

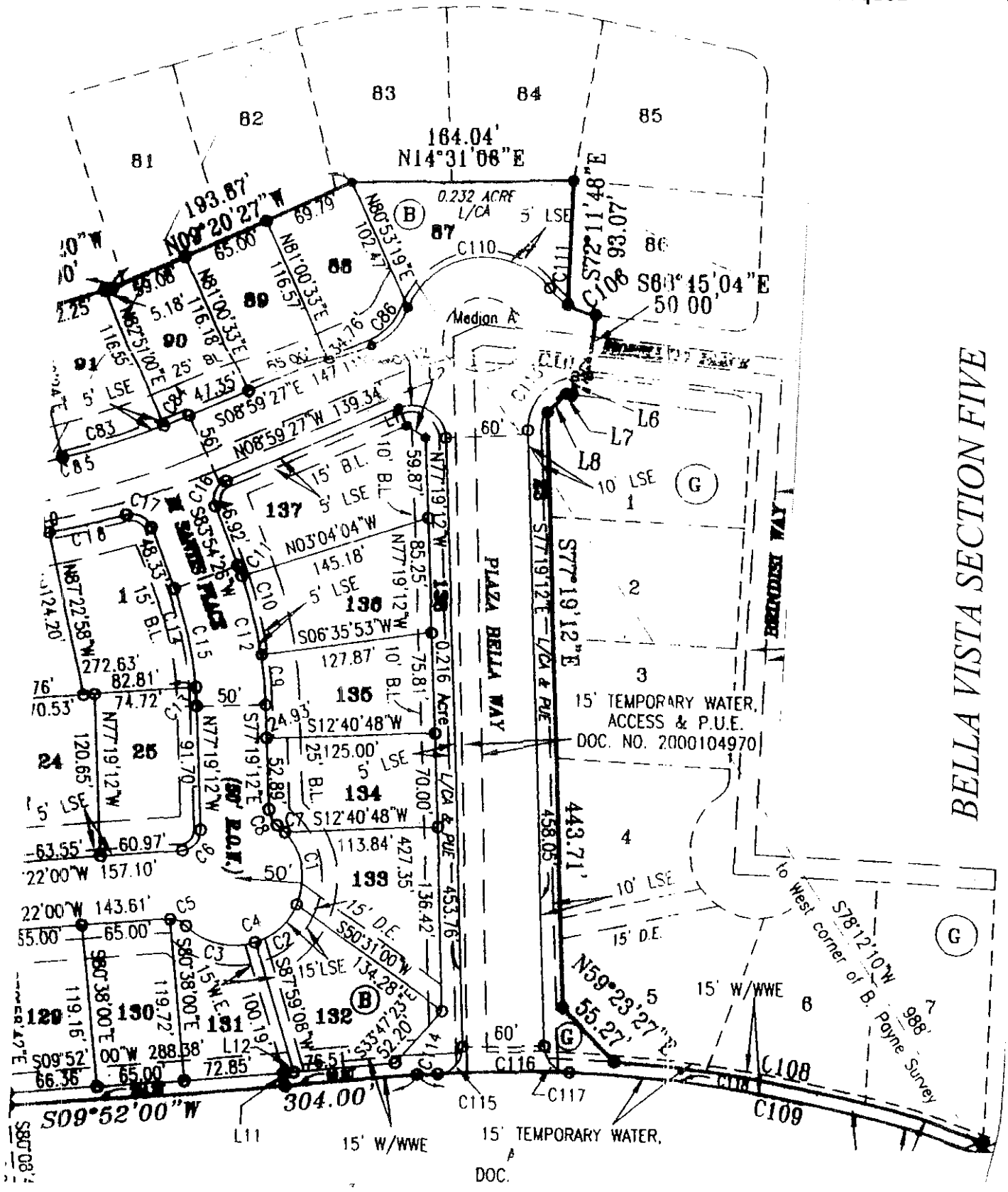
Joseph E. Minihan/WITHJA

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on **MAR 21 2005**

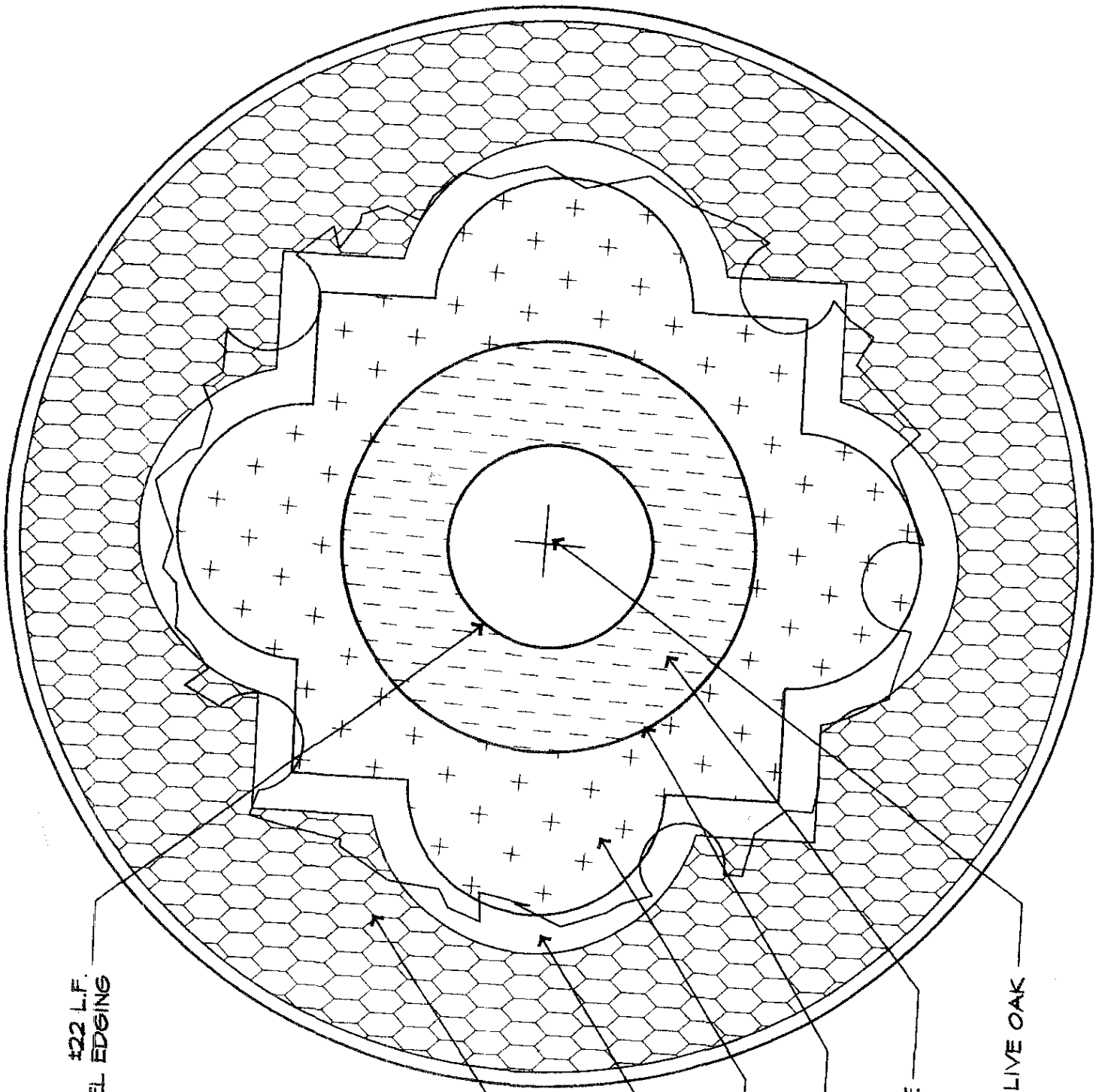


Dana DeBeauvoir, County Clerk

By Deputy: *Melissa Velasquez*  
**Melissa Velasquez**



BELLA VISTA SECTION FIVE



± 22 L.F.  
STEEL EDGING

(180) VERBENA

RUBBLE PLANTER,  
REF. DET. 3/CS-1

(84) LANTANA

± 46 L.F.  
STEEL EDGING

(4) GIANT LIRIOPE

6" SPECIMEN LIVE OAK

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on **MAR 21 2005**



Dana DeBeauvoir, County Clerk  
By Deputy:  
*Melissa Velasquez*  
Melissa Velasquez

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2005 Mar 28 10:19 AM

2005051519

HERRERAR \$0.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

**Recorders Memorandum**-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

**AFTER RECORDING  
RETURN TO:  
TRAVIS Co. TNR  
DARLA VASTERLING**



**TC Bella Vista Homeowners Association, Inc.  
Management Certificate**

**This Management Certificate is recorded pursuant to Chapter 209 of the Texas Property Code, and is as follows:**

**The name of the subdivision is:** Bella Vista

**The name of the Association is:** TC Bella Vista Homeowners Association, Inc.

**The recording data for the subdivision is:**

Plat filed in Document No. 200100165, Official Public Records, Travis County and Plat filed in Document No. 200100195, Official Public Records, Travis County and Plat filed in Document No. 200200208, Official Public Records, Travis County and Plat filed in Document No. 200300292, Official Public Records, Travis County and Plat filed in Document No. 200400045, Official Public Records, Travis County and Plat filed in Document No. 200400082, Official Public Records, Travis County and Plat filed in Document No. 200400083, Official Public Records, Travis County and Plat filed in Document No. 200700199, Official Public Records, Travis County.

**The recording data for the Declaration is:**

Declaration of Residential Restrictions filed in Document No. 1999131604, Official Public Records, Travis County and Master Declaration of Covenants, Conditions and Restrictions for Bella Vista filed in Document No. 2001082453, Official Public Records, Travis County and Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 1 filed in Document No. 2001082542, Official Public Records, Travis County and Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 2 filed in Document No. 2001082543, Official Public Records, Travis County and First Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 2 filed in Document No. 2001119879, Official Public Records, Travis County and Second Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 2 filed in Document No. 2001128133, Official Public Records, Travis County and Correction Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 1 filed in Document No. 2001119880, Official Public Records, Travis County and First Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 1 filed in Document No. 2001137714, Official

Public Records, Travis County and First Amendment to Master Declaration of Covenants, Conditions and Restrictions for Bella Vista filed in Document No. 2002060822, Official Public Records, Travis County and Second Amendment to Master Declaration to Master Declaration of Covenants, Conditions and Restrictions for Bella Vista filed in Document No. 2002109892, Official Public Records, Travis County and Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 4 filed in Document No. 2002155574, Official Public Records, Travis County and Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 3B filed in Document No. 2004046944 and corrected in Document No. 2004065009, Official Public Records, Travis County and Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 3B filed in Document No. 2004046945 and corrected in Document No. 2004065008, Official Public Records, Travis County.

**The following documents have been recorded to incorporate the Association:**

Articles of Incorporation of TC Bella Vista Homeowners Association, Inc. filed in the Office of the Secretary of State on May 24, 2001.

**The following are additional documents that have been filed and recorded with Travis, Texas:**

Notice of Appointment of Architectural Control Committee Members filed in Document No. 2001198635, Official Public Records, Travis County;

License Agreement between Travis County and TC Bella Vista Homeowners Association, Inc. filed in Document No. 2002244968, Official Public Records, Travis County and First Amendment to License Agreement filed in Document No. 2005051519, Official Public Records, Travis County;

Affidavit and Notice of the Dedicatory Instruments of the TC Bella Vista Homeowners Association, Inc. filed in Document No. 2003023009, Official Public Records, Travis County.

**The following documents have been recorded to annex or add land to the Declaration:**

None.

**The mailing address of the Association and the name and mailing address of the person/entity managing the Association is:**

TC Bella Vista Homeowners Association, Inc.  
c/o RealManage  
16200 Addison Rd, Suite 150  
Addison, TX 75001

**Other information the Association considers appropriate is:**

Information may be obtained by calling the Association's Management Company at 866-473-2573;

Resale certificates are requested via the RealManage Closing Portal at [www.realmanage.com/closingportal](http://www.realmanage.com/closingportal).



Cheryl Bleiler Veldman

Managing Agent

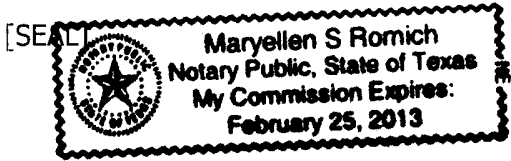
TC Bella Vista Homeowners Association, Inc., RealManage


**ACKNOWLEDGMENT**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF TRAVIS       §**

This instrument was acknowledged before me on 24 September 2009 by Cheryl Bleiler Veldman, managing agent of TC Bella Vista Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public, State of Texas



  
\_\_\_\_\_  
Typed or printed name  
My commission expires: 02-25-13

After Recording Return to:  
RealManage  
10800 Pecan Parkway, Suite 100  
Austin, TX 78750

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS



2009 Sep 24 03:07 PM 2009161725  
GONZALESM \$28.00  
DANA DEBEAUVOIR COUNTY CLERK  
TRAVIS COUNTY TEXAS

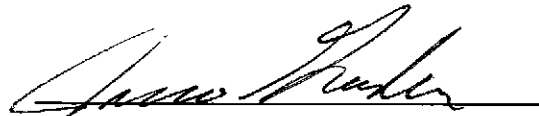


AFTER RECORDING RETURN TO:  
Carey Gunn Helm, Esq.  
Winstead, PC  
401 Congress Ave., Suite 2100  
Austin, Texas 78701  
e-mail: chelm@winstead.com

**BELLA VISTA**  
**COMMUNITY MANUAL**

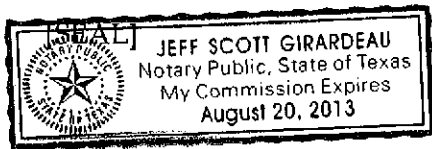
The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of the TC Bella Vista Homeowners Association, Inc., a Texas non-profit corporation (the "Association"), and that this is a true and correct copy of the current Community Manual of the Association adopted by the Board of Directors of the Association.


IN WITNESS WHEREOF, the undersigned has executed this certificate on the 1st\_ day of February, 2012.

  
\_\_\_\_\_  
Jeremie Gordon, Secretary

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me of this 1st day of February, 2012, by Jeremie Gordon, the Secretary of the TC Bella Vista Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.



  
\_\_\_\_\_  
Notary Public Signature

Cross-reference to Master Declaration of Covenants, Conditions and Restrictions for Bella Vista, recorded under Document No. 2001128133 of the Official Public Records of Travis County, Texas, as amended and with any supplements and annexations thereto (the "Declaration").

In the event of a conflict between the terms and provisions of the Restrictions (defined below) or any policies adopted by the Board prior to the effective date of this instrument, the terms and provisions this instrument shall control.

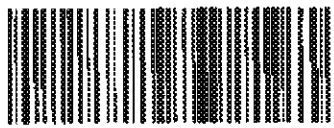
**BELLA VISTA  
COMMUNITY MANUAL**

**TABLE OF CONTENTS**

<b>1.</b>	<b>ARTICLES OF INCORPORATION</b>	<b>ATTACHMENT 1</b>
<b>2.</b>	<b>BYLAWS</b>	<b>ATTACHMENT 2</b>
<b>3.</b>	<b>SOLAR DEVICE AND ENERGY EFFICIENT POLICY</b>	<b>ATTACHMENT 3</b>
<b>4.</b>	<b>RAINWATER HARVESTING SYSTEM POLICY</b>	<b>ATTACHMENT 4</b>
<b>5.</b>	<b>FLAG DISPLAY AND FLAGPOLE INSTALLATION POLICY</b>	<b>ATTACHMENT 5</b>
<b>6.</b>	<b>DISPLAY OF CERTAIN RELIGIOUS ITEMS POLICY</b>	<b>ATTACHMENT 6</b>
<b>7.</b>	<b>POOL RULES</b>	<b>ATTACHMENT 7</b>
<b>8.</b>	<b>FINE AND ENFORCEMENT POLICY</b>	<b>ATTACHMENT 8</b>
<b>9.</b>	<b>ASSESSMENT COLLECTION POLICY</b>	<b>ATTACHMENT 9</b>
<b>10.</b>	<b>RECORDS INSPECTION, COPYING AND RETENTION POLICY</b>	<b>ATTACHMENT 10</b>
<b>11.</b>	<b>STATUTORY NOTICE OF POSTING AND RECORDATION</b>	<b>ATTACHMENT 11</b>
<b>12.</b>	<b>STATUTORY NOTICE OF ANNUAL MEETINGS, ELECTIONS AND VOTING</b>	<b>ATTACHMENT 12</b>
<b>13.</b>	<b>STATUTORY NOTICE OF CONDUCT OF BOARD MEETINGS</b>	<b>ATTACHMENT 13</b>

**ATTACHMENT 1**

**TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC.**  
**ARTICLES OF INCORPORATION**



000007085039 1

**ARTICLES OF INCORPORATION**

FILED  
In the Office of the  
Secretary of State of Texas

MAY 24 2001

OF

Corporations Section

**TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC**

The undersigned natural person being of the age of 18 years or more a citizen of the State of Texas acting as incorporator of a corporation under the Texas Non Profit Corporation Act does hereby adopt the following Articles of Incorporation for such corporation

**ARTICLE I  
NAME**

The name of the corporation is TC Bella Vista Homeowners Association Inc (hereinafter called the Association )

**ARTICLE II  
NONPROFIT CORPORATION**

The Association is a nonprofit corporation

**ARTICLE III  
DURATION**

The Association will exist perpetually

**ARTICLE IV  
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is organized in accordance with and will operate for nonprofit purposes pursuant to the Texas Non Profit Corporation Act and does not contemplate pecuniary gain or profit to its members The Association is formed for the sole purpose of exercising all of the powers and privileges and performing all of the duties and obligations of the Association as set forth in that certain Master Declaration of Covenants Conditions and Restrictions for Bella Vista which is recorded under Document No 2001082453 of the Official Public Records of Travis County Texas as the same may be amended from time to time (the Declaration ) Without limiting the generality of the foregoing the Association is organized for the following general purposes

- (a) to assure the upkeep maintenance improvement and administration of the Common Area and facilities of the Association as provided in the Declaration and all lands improvements security devices and other real or personal property owned by or leased to the Association including all sidewalks and pathways located within the Property as defined in the Declaration

RECORDED  
INDEXED

(b) to assure the upkeep maintenance improvement and administration of any additional property which may in the future be acquired by or placed under the control of the Association pursuant to the Declaration

(c) to enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation management maintenance and administration of the affairs of the Property in accordance with the bylaws of the Association and the Declaration

(d) to promote the health safety and welfare of the residents of the Property in accordance with the Declaration

(e) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising under the Declaration

(f) to enforce applicable provisions of the Declaration the Bylaws and any rules and regulations of the Association and any other instruments for the management and control of the Property including without limitation the power

(i) to fix levy collect and enforce payment by any lawful means of all charges or assessments imposed pursuant to the terms of the Declaration

(ii) to contract for and to pay for water sewer garbage removal landscaping gardening and all other utilities or services to and all maintenance of the Common Area

(iii) to employ personnel reasonably necessary for the administration and operation of the Association and to discharge the powers and duties of the Association arising under the Declaration including the employment of accountants and/or attorneys if appropriate and

(iv) to pay all office and other expenses incident to the conduct of the business of the Association including all insurance expenses licenses taxes and special tax or utility assessments which are or would become a lien on any portion of the Property over which the Association has authority to exercise control

(g) to have and to exercise any and all powers rights and privileges including delegation of powers as permitted by law which the Association may now or hereafter have or exercise in accordance with the Texas Non Profit Corporation Act including without limitation the power

(i) to acquire (by purchase grant or otherwise) annex and merge own hold improve build upon operate maintain convey sell lease transfer dedicate of public use or otherwise dispose of real or personal property in connection with the affairs of the Association

ASSOCIATION • PROPERTY

(ii) to indemnify officers and directors to the fullest extent permitted by applicable law as more particularly described in the Declaration and the Bylaws of the Association

(iii) to borrow money mortgage pledge or assign any or all of its real or personal property as security for money borrowed or debts incurred in accordance with the terms and conditions of the Declaration and

(iv) to act in the capacity of principal agent joint venturer partner or otherwise

The foregoing statement of purposes will be construed as a statement of both purposes and powers and the purposes and powers stated in each of the foregoing clauses will not be limited or restricted by reference to or inference from the terms and provisions of any other such clause but will be broadly construed as independent purposes and powers

#### **ARTICLE V REGISTERED OFFICE, REGISTERED AGENT**

The street address of the initial registered office of the Association is 602 West 9<sup>th</sup> Street Austin Texas 78701 The name of its initial registered agent at such address is Joseph A DiQuinzio Jr

#### **ARTICLE VI MEMBERSHIP**

Membership in the Association will be dependent upon ownership of a qualifying property interest in the Property Any person or entity acquiring such a qualifying property interest will automatically become a member of the Association and such membership will be appurtenant to and will run with the property interest The foregoing will not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation Membership may not be severed from or in any way transferred pledged mortgaged or alienated except together with the title to the qualifying property interest and then only to the transferee of title to said property interest Any attempt to make a prohibited severance transfer pledge mortgage or alienation will be void

#### **ARTICLE VII VOTING RIGHTS**

Voting rights of the members of the Association will be determined as set forth in the Declaration No owner other than the Declarant under the Declaration may vote at any meeting of the Association until such owner has presented to the Association evidence of ownership of a qualifying property interest in the Property The vote of each qualifying owner may be cast by such owner or by proxy given to such owner's duly authorized representative

CONFIDENTIAL - NOT FOR PUBLICATION

**ARTICLE VIII  
INCORPORATOR**

The name and street address of the incorporator is

<u>NAME</u>	<u>ADDRESS</u>
Joseph A DiQuinzio Jr	602 West 9 <sup>th</sup> Street Austin Texas 78701

**ARTICLE IX  
BOARD OF DIRECTORS**

Subject to the terms of the Declaration the affairs of the Association will be managed by a Board of Directors consisting of five individuals. The Board will fulfill all of the functions of and possess all powers granted to Boards of Directors of nonprofit corporations pursuant to the Texas Non Profit Corporation Act. The number of Directors of the Association may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are

<u>NAME</u>	<u>ADDRESS</u>
Bart Swider	823 Nacoma Drive East Suite 101 San Antonio Texas 78216
Joseph A DiQuinzio Jr	P O Box 685229 Austin Texas 7868 5229
Ed Home	8716 North MoPac Suite 100 Austin Texas 78759
Charles H Wallace Jr	8205 Summerwood Austin Texas 78759
Vera Massaro	P O Box 685229 Austin Texas 7868 5229

All of the powers and prerogatives of the Association will be exercised by the initial Board of Directors named above until the first annual meeting of the Association

**ARTICLE X  
LIMITATION OF DIRECTOR LIABILITY**

A director of the Association will not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article will be

CONFIDENTIAL



**ATTACHMENT 2**

**TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC.**  
**BYLAWS**

BYLAWS  
OF  
TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC.

ARTICLE I  
NAME

The name of the corporation is TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE II  
DEFINITIONS

Unless the context otherwise specifies or requires, all terms delineated with initial capital letters in these Bylaws that are defined in the Master Declaration of Covenants, Conditions and Restrictions for Bella Vista of record under Document No. 2001082453, Official Public Records of Travis County, Texas ("Declaration") have the same meanings in these Bylaws as in the Declaration.

ARTICLE III  
OFFICES OF THE ASSOCIATION

Section 3.1. Principal Office. The initial principal office of the Association will be located at 602 West 9<sup>th</sup> Street, Austin, Texas 78701, but meetings of Members and the Board may be held at such place within Travis County, Texas as may be designated by the Board.

Section 3.2. Other Offices. The Association may also have offices at such other places within the State of Texas as the Board may from time to time determine or as the business of the Association may require.

ARTICLE IV  
ASSOCIATION RESPONSIBILITIES  
AND MEETINGS OF MEMBERS

Section 4.1. Association Responsibilities. The Members will constitute the Association, which will be responsible for administering and enforcing the covenants, conditions and restrictions contained in the Declaration, including with respect to the collection and disbursement of Assessments. In the event of any dispute or disagreement between any Members relating to the Property, or any question of interpretation or application of the provisions of the Declaration, the Articles of Incorporation of the Association or these Bylaws, such dispute or disagreement will be submitted to the Board. The resolution of any dispute or disagreement by the Board will be binding on all Members, subject to the right of Members to seek other remedies provided by law.

Section 4.2. Place of Meeting. Meetings of the Association will be held at such suitable place, reasonably convenient to the Members, within Travis County, Texas, as the Board may determine.

**Section 4.3. Annual Meetings.** The first meeting of the Association will be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members will be held on the anniversary date of the initial meeting or at such other reasonable time, not more than 60 days before or after such date, and at such hour and place as the Board may determine. At such meetings, the Members may transact such business of the Association as may properly come before them at such meeting.

**Section 4.4. Special Meetings.** Special meetings of the Members may be called by the president of the Association as directed by resolution of the Board or upon a written request of Members entitled to vote at least one-fourth of all of the votes of the Association. Any such meetings will be held after the first annual meeting and within 45 days after receipt by the president of a request for a special meeting.

**Section 4.5. Notice of Meetings.** Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, will be delivered by the secretary or assistant secretary of the Association not less than 15 nor more than 30 days before the date of the meeting, either personally or by mail, to each Member of record entitled to vote at such meeting. If mailed, notice will be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the Member at his address as it appears on the books of the Association. Business transacted at any special meeting will be confined to the purposes stated in the notice.

**Section 4.6. Quorum.** The holders of one-tenth of the votes of the Association, represented in person or by proxy, will constitute a quorum for any meetings of Members. If a quorum is not present or represented at any meeting of the Members, the Members present, or represented by proxy, may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented. At any adjourned meeting at which a quorum is present or represented, any business may be transacted which could have been transacted at the original meeting.

**Section 4.7. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies must be in writing and be filed with the secretary of the Association. Every proxy will be revocable and automatically cease upon conveyance by a Member of his Lot.

**Section 4.8. Voting by Association and Members.** The Association will not have any vote by virtue of its ownership of any Lot. Each Member may vote the number of votes and in the manner set forth in the Declaration.

**Section 4.9. Order of Business.** The order of business at all meetings of Members will be as follows:

- (a) Roll call and certification of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of unapproved minutes of prior meetings;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of directors;

- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

**Section 4.10. Membership List.** The officer or agent having charge of the membership books will, at least five days before each meeting of Members, make a complete list of Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and number of votes held by each, which list will be kept on file at the principal office of the Association, and be subject to inspection by any Member at any time prior to the meeting during usual business hours. This list will also be produced and kept open at the time and place of the meeting, and will be subject to the inspection of any Member during the meeting.

## ARTICLE V BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

**Section 5.1. Number.** The affairs of this Association will be managed by a Board of five directors. The number of members of the Board may be changed by resolution of the Board; provided, however, the minimum number of directors will be three.

**Section 5.2. Term of Office.** The term of office of three directors will be fixed at two years and the term of office for two directors will be fixed at one year. At the expiration of the initial term of office of each respective director, his successor will be elected to serve a term of two years.

**Section 5.3. Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the Members. In the event of death, resignation, or removal of a director, his successor will be selected by the remaining members of the Board and will serve until the next annual meeting of the Members.

**Section 5.4. Compensation.** No director will receive compensation for any service he may render to the Association; however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

## ARTICLE VI MEETINGS OF DIRECTORS

**Section 6.1. Regular Meetings.** Regular meetings of the Board will be held annually or such other frequency as determined by the Board, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. If any meeting date falls upon a legal holiday, then that meeting will be held at the same time on the next day which is not a legal holiday.

**Section 6.2. Special Meetings.** Special meetings of the Board may be held when called by the president of the Association, or by any two directors, after not less than three days' notice to each director.

**Section 6.3. Quorum.** A majority of the number of directors will constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present will be regarded as the act of the Board.

**Section 6.4. Action Taken Without a Meeting.** The directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved will have the same effect as though taken at a meeting of the Board.

**Section 6.5. Meeting by Telephonic Means.** Members of the Board may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section will constitute presence in person at the meeting.

## ARTICLE VII POWERS AND DUTIES OF THE BOARD

**Section 7.1. Powers.** The Board will have the power to undertake any of the following actions to the extent and only to the extent that such actions are undertaken in furtherance of the purposes of the Association:

- (a) To exercise for the Association all powers, duties and authority vested in or related to the Association and not reserved to the Members;
- (b) To declare the office of a member of the Board to be vacant if that member is absent from three consecutive regular meetings of the Board; and
- (c) To exercise such other and further powers as the Board may deem necessary.

**Section 7.2. Duties.** It will be the duty of the Board:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members who are entitled to cast fifty-one percent of all outstanding votes; and
- (b) To supervise all officers and agents of the Association, and to see that their duties are properly performed.

## ARTICLE VIII OFFICERS AND THEIR DUTIES

**Section 8.1. Enumeration of Offices.** The officers of the Association will be a president and one or more vice-presidents, who will at all times be members of the Board, a secretary and a treasurer, and such other officers as the Board may from time to time create by resolution.

**Section 8.2. Election of Officers.** The election of officers will take place at the first meeting of the Board following each election.

**Section 8.3. Term.** The officers of the Association will be elected annually by the Board and each will hold office for one year unless he resigns sooner, or is removed, or otherwise disqualified to serve.



**Section 8.4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 8.5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board. Any resignation will take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

**Section 8.6. Vacancies.** A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy will serve for the remainder of the term of the officer he replaces.

**Section 8.7. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person may simultaneously hold more than one of any of the other offices, except in the case of special offices created under Section 8.4.

**Section 8.8. Duties.** The duties of the officers are as follows:

(a) **President.** The president will preside at all meetings of the Board; see that orders and resolutions of the Board are carried out and sign all other written instruments.

(b) **Vice-President.** Each vice-president will generally assist the president and will have such powers and perform such duties and services as may from time to time be prescribed or delegated to him by the president or the Board.

(c) **Secretary.** The secretary will record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and will perform such other duties as required by the Board.

(d) **Assistant Secretaries.** Each assistant secretary will generally assist the secretary and have such powers and perform such duties and services as may from time to time be prescribed or delegated to him by the secretary, the president, the Board, or any committee established by the Board.

(e) **Treasurer.** The treasurer will receive and deposit in appropriate bank accounts all monies of the Association and will disburse such funds as directed by resolution of the Board; will co-sign all checks and promissory notes of the Association and will keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the Members.

## ARTICLE IX OTHER COMMITTEES OF THE BOARD OF DIRECTORS

The Board may, by resolution adopted by affirmative vote of a majority of the directors, designate two or more directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees will have and may exercise only the power of recommending action to the Board and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

**ARTICLE X  
BOOKS AND RECORDS**

The books, records and papers of the Association will at all times, during reasonable business hours, be subject to inspection by any Member at the office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XII  
CORPORATE SEAL**

The Association may, but will have no obligation to, have a seal in a form adopted by the Board.

**ARTICLE XIII  
AMENDMENTS**

These Bylaws may be amended, at a regular or special meeting of the Members, by majority vote of the Members of the Association.

### ATTACHMENT 3

#### TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC. SOLAR DEVICE POLICY ENERGY EFFICIENT ROOFING POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Master Declaration of Covenants, Conditions and Restrictions for Bella Vista, recorded under Document No. 2001128133 of the Official Public Records of Travis County, Texas, as amended and with any supplements and annexations thereto (the "Declaration").

Note: Texas statutes presently render null and void any restriction in the Declaration which prohibits the installation of solar devices or energy efficient roofing on a residential lot. The Board and/or the architectural approval authority under the Declaration has adopted this policy in lieu of any express prohibition against solar devices or energy efficient roofing, or any provision regulating such matters which conflict with Texas law.

#### **A. DEFINITIONS AND GENERAL PROVISIONS**

1. Solar Energy Device Defined. A "Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

2. Energy Efficiency Roofing Defined. As used in this Policy, "Energy Efficiency Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.

3. Architectural Review Approval Required. Approval by the architectural review authority under the Declaration (the "ACC") is required prior to installing a Solar Energy Device or Energy Efficient Roofing. The ACC is not responsible for: (i) errors in or omissions in the any application submitted to the ACC for approval; (ii) supervising the installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

#### **B. SOLAR ENERGY DEVICE PROCEDURES AND REQUIREMENTS**

1. Approval Application. To obtain ACC approval of a Solar Energy Device, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "Solar Application"). A Solar Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Solar Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the Declaration. The ACC will approve a Solar Energy Device if the Solar Application complies with Section B.3 below **UNLESS** the ACC makes a written determination that placement of the Solar Energy Device, despite compliance with Section B.3, will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ACC's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of property immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Notwithstanding the foregoing provision, a Solar Application submitted to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association will not be approved despite compliance with Section B.3. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Solar Application is approved by the ACC, installation of the Solar Energy Device must: (i) strictly comply with the Solar Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Solar Energy Device to be installed in accordance with the approved Solar Application, the ACC may require the Owner to: (i) modify the Solar Application to accurately reflect the Solar Energy Device installed on the property; or (ii) remove the Solar Energy Device and reinstall the device in accordance with the approved Solar Application. Failure to install a Solar Energy Device in accordance with the approved Solar Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Solar Application or remove and relocate a Solar Energy Device in accordance with the approved Solar Application shall be at the Owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's lot, entirely within a fenced area of the Owner's lot, or entirely within a fenced patio located on the Owner's lot. If the Solar Energy Device will be located on the roof of the residence, the ACC may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the ACC. If the Owner desires to contest the alternate location proposed by the ACC, the Owner should submit information to the ACC which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must

be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

**C. ENERGY EFFICIENT ROOFING**

The ACC will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property.

An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in the Declaration. In conjunction with any such approval process, the Owner should submit information which will enable the ACC to confirm the criteria set forth in the previous paragraph.

## ATTACHMENT 4

### TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC. RAINWATER HARVESTING SYSTEM POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Master Declaration of Covenants, Conditions and Restrictions for Bella Vista, recorded under Document No. 2001128133 of the Official Public Records of Travis County, Texas, as amended and with any supplements and annexations thereto (the "Declaration").

Note: Texas statutes presently render null and void any restriction in the Declaration which prohibits the installation of rain barrels or a rainwater harvesting system on a residential lot. The Board and/or the architectural approval authority under the Declaration has adopted this policy in lieu of any express prohibition against rain barrels or rainwater harvesting systems, or any provision regulating such matters which conflict with Texas law, as set forth in the Declaration

#### **A. ARCHITECTURAL REVIEW APPROVAL REQUIRED.**

Approval by architectural review authority under the Declaration or the Board of Directors (the "ACC") is required prior to installing rain barrels or rainwater harvesting system on a residential lot (a "Rainwater Harvesting System"). Neither the ACC is responsible for: (i) errors in or omissions in the any application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

#### **B. RAINWATER HARVESTING SYSTEM PROCEDURES AND REQUIREMENTS**

1. Approval Application. To obtain ACC approval of a Rainwater Harvesting System, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Rain System Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Rain System Application submitted to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Rain System Application is approved by the ACC, installation of the Rainwater Harvesting System must: (i) strictly comply with the Rain System Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the

Owner fails to cause the Rain System Application to be installed in accordance with the approved Rain System Application, the ACC may require the Owner to: (i) modify the Rain System Application to accurately reflect the Rain System Device installed on the property; or (ii) remove the Rain System Device and reinstall the device in accordance with the approved Rain System Application. Failure to install a Rain System Device in accordance with the approved Rain System Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Rain System Application or remove and relocate a Rain System Device in accordance with the approved Rain System shall be at the Owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Rain System Application and each Rain System Device to be installed in accordance therewith must comply with the following:

(i) The Rain System Device must be consistent with the color scheme of the residence constructed on the Owner's lot, as reasonably determined by the ACC.

(ii) The Rain System Device does not include any language or other content that is not typically displayed on such a device.

(iii) The Rain System Device is in no event located between the front of the residence constructed on the Owner's lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's lot to install the Rain System Device, as reasonably determined by the ACC.

(v) If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. See Section B. 4 for additional guidance.

4. Guidelines for Certain Rain System Devices. If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. Accordingly, when submitting a Rain Device Application, the application should describe methods proposed by the Owner to shield the Rain System Device from the view of any street, common area, or another Owner's property. When reviewing a Rain System Application for a Rain System Device that will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, any additional regulations imposed by the ACC to regulate the size, type, shielding of, and materials used in the construction of the Rain System Device, may not prohibit the economic installation of the Rain System Device, as reasonably determined by the ACC.

## ATTACHMENT 5

### TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC. FLAG DISPLAY AND FLAGPOLE INSTALLATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Master Declaration of Covenants, Conditions and Restrictions for Bella Vista, recorded under Document No. 2001128133 of the Official Public Records of Travis County, Texas, as amended and with any supplements and annexations thereto (the "Declaration").

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits the display of certain flags or the installation of certain flagpoles on a residential lot in violation of the controlling provisions of Section 202.011 of the Texas Property Code or any federal or other applicable state law. The Board and/or the architectural approval authority under the Declaration has adopted this policy in lieu of any express prohibition against certain flags and flagpoles, or any provision regulating such matters which conflict with Texas law.

#### **A. ARCHITECTURAL REVIEW APPROVAL.**

1. Approval Not Required. In accordance with the general guidelines set forth in this policy, an Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one (1) flag with the insignia of a college or university ("**Permitted Flag**") and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry affixed to the rear of a residence ("**Permitted Flagpole**"). Reasonable holiday flags and decorations do not need prior approval and are allowed up to 30 days prior to a holiday or religious observance and 14 days thereafter. Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flat or Permitted Flagpole need not be approved in advance by the architectural review authority under the Declaration (the "ACC").

2. Approval Required. Approval by the ACC is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any residential lot ("**Freestanding Flagpole**"). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

#### **B. PROCEDURES AND REQUIREMENTS**

1. Approval Application. To obtain ACC approval of any Freestanding Flagpole, the Owner shall provide the ACC with the following information: (a) the location of the flagpole to be installed on the property; (b) the type of flagpole to be installed; (c) the dimensions of the flagpole; and (d) the proposed materials of the flagpole (the "**Flagpole Application**"). A Flagpole Application may only be submitted by an Owner UNLESS the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Flagpole Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the Declaration. A Flagpole Application submitted to install a Freestanding Flagpole on property owned by the Association or property owned in common by

members of the Association will not be approved. Any proposal to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Flagpole Application is approved by the ACC, installation of the Freestanding Flagpole must: (i) strictly comply with the Flagpole Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Freestanding Flagpole to be installed in accordance with the approved Flagpole Application, the ACC may require the Owner to: (i) modify the Flagpole Application to accurately reflect the Freestanding Flagpole installed on the property; or (ii) remove the Freestanding Flagpole and reinstall the flagpole in accordance with the approved Flagpole Application. Failure to install a Freestanding Flagpole in accordance with the approved Flagpole Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Flagpole Application or remove and relocate a Freestanding Flagpole in accordance with the approved Flagpole Application shall be at the Owner's sole cost and expense.

3. Installation, Display and Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, Permitted Flags, Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

- (a) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per residential lot, on which only Permitted Flags may be displayed;
- (b) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;
- (c) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');
- (d) With the exception of flags displayed on common area owned and/or maintained by the Association, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
- (e) The display of a flag, or the location and construction of the flagpole must comply with all applicable zoning ordinances, easements and setbacks of record;
- (f) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
- (g) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;
- (h) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and

(i) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

## ATTACHMENT 6

### TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC. DISPLAY OF CERTAIN RELIGIOUS ITEMS POLICY

1. **Display of Certain Religious Items Permitted.** An Owner or resident is permitted to display or affix to the entry of the Owner's or resident's dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief. This Policy outlines the standards which shall apply with respect to the display or affixing of certain religious items on the entry to the Owner's or resident's dwelling.

2. **General Guidelines.** Religious items may be displayed or affixed to an Owner's or resident's entry door or door frame of the Owner's or resident's dwelling; provided, however, that individually or in combination with each other, the total size of the display is no greater than twenty-five square inches (5"x5" = 25 square inches).

3. **Prohibitions.** No religious item may be displayed or affixed to an Owner's or resident's dwelling that: (a) threatens the public health or safety; (b) violates applicable law; or (c) contains language, graphics or any display that is patently offensive. No religious item may be displayed or affixed in any location other than the entry door or door frame and in no event may extend past the outer edge of the door frame of the Owner's or resident's dwelling. Nothing in this Policy may be construed in any manner to authorize an Owner or resident to use a material or color for an entry door or door frame of the Owner's or resident's dwelling or make an alteration to the entry door or door frame that is not otherwise permitted pursuant to the Association's governing documents.

5. **Removal.** The Association may remove any item which is in violation of the terms and provisions of this Policy.

6. **Covenants in Conflict with Statutes.** To the extent that any provision of the Association's recorded covenants restrict or prohibit an Owner or resident from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions and the provisions of this Policy shall hereafter control.

**ATTACHMENT 7**

**TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC.**  
**POOL RULES**

# TC BELLA VISTA HOMEOWNERS ASSOCIATION POOL RULES

2709 Benevento Way  
Cedar Park, TX 78613  
Phone 258-1436

## IDENTIFICATION

- Swimmers must have a pool key with them to enter pool area. The pool is for the use of TC Bella Vista Homeowners Association members and their invited guest(s)/appointed guardian(s) only. It is recommended that you write your name on your key so it does not get confused with others at the pool.
- Parents must provide written authorization naming a specific guardian to attend to their children 15 years of age and under while at the pool. Written permission from an adult member for a guardian to accompany a minor must be available for inspection upon request of an adult member at all times while at the pool facility. Authorized guardian must be 18 years of age or older. Children age 16 and 17 are not required to have a note specifying a guardian, but must be accompanied by an adult age 18 or older at all times.

## GENERAL REQUIREMENTS & CONDUCT

Any individual(s) who are reported to be/or found to be in violation of any of these following pool rules will be reported to the TC Bella Vista Homeowners Association Board and possibly the Cedar Park Police Department and/or County Constable (as applicable). The nature of the situation will be considered and action(s) toward resolution will be at the Board's discretion.

1. USE OF ANY FACILITY AND EQUIPMENT PROVIDED IN THIS AMENITY CENTER IS AT YOUR DISCRETION. PLEASE USE CAUTION. SWIM AT YOUR OWN RISK
2. **There is NO lifeguard on duty! Children age 17 and under must be accompanied by an adult age 18 or older that is a TC Bella Vista Homeowners Association member or an appointed guardian.**
3. Children under age 12 must demonstrate the ability to swim the length of the pool in order to be allowed in the water without an adult at hand.
4. If your child is found to be responsible for a closure due to fecal matter, all costs to clean and reopen the pool may be assigned to your family.
5. Parents must check swim diapers AT LEAST 3 times per hour. **Children under the age of 3 are not allowed in the pools without a swim diaper.**
6. Proper swim attire is required. No "cut-offs" are allowed. Children who are under the age of 3 and children who are not toilet trained **MUST** wear a swim diaper.
7. Conduct by any person deemed to be dangerous, unreasonable, or offensive (including "horseplay") is not allowed and should be reported to RealManage at 866-473-2573. Any individual disciplined repeatedly, or for serious infractions, will lose all pool privileges for the rest of the season.
8. Running, hopping, skipping or speed walking within the pool area is prohibited.

9. Under no circumstances shall pets, bicycles, skateboards, scooters or motorized cycles be permitted within the pool fences. Roller-skates and/or Rollerblades may be carried into the pool area and stored with personal belongings but may not be worn within the pool fences.
10. Diving from the side of the pool is not permitted.
11. No glass containers of any type are allowed in the pool area.
12. Food shall only be consumed either in the covered area away from the pool or in other sitting areas at least six feet away from the pool.
13. All trash generated by swimmers must be placed in garbage containers or otherwise properly disposed of.
14. Swimmers are encouraged to shower before entering the pool. Persons with open sores, wounds and bandages or communicable diseases are encouraged to refrain from swimming in the pool. **DO NOT USE THE POOL IF YOU OR YOUR CHILD HAS HAD DIARRHEA IN THE PREVIOUS TWO WEEKS. IF A FECAL ACCIDENT OCCURS: All swimmers must exit the pool immediately, and the pool will be closed for a minimum of two (2) hours** from the time the pool has been chemically treated. The pool will be cleaned, disinfected and tested, and proven to be free from contamination before the pool will be reopened. If your child is found to be responsible for a closure due to fecal matter, all costs to clean and reopen the pool may be assigned to your family. Incidents should be reported to RealManage at 866-473-2573, immediately.
15. Floation devices are permitted as long as there are less than 20 people in the pool. All air-inflatable crafts used must be a maximum 2-person carrier. Exceptions are arm-floaties and toddler carriers/life preservers.
16. Any items lost will be your responsibility. If the loss or find is of great value, please contact RealManage at 866-473-2573. Lost and found items will be donated to a local charity every two weeks.
17. **The gates are to remain locked at all times. The pool can be accessed with a pool key and under no circumstances should the gates be propped open. The fence and gate that surround the pool area are for resident protection.**
18. Swim safely and treat others, as you would like to be treated. Do not throw items when others are nearby. Parents are responsible for the behavior of their children. Please respect teachers and students involved in approved swim lessons.
19. In the event of inclement weather, swimmers are to clear the pool during the storm and for at least thirty (30) minutes after lightning and/or thunder has ceased. Patrons are welcome to stay in the pool area during this time, but are cautioned to stay a safe distance from the water.

**UNDER NO CIRCUMSTANCES WILL ALCOHOL, TOBACCO FIREARMS OR DRUGS BE PERMITTED IN THE AMENITY CENTER OR SURROUNDING AREAS AND ANYONE SEEN ENGAGING IN THE USE WILL BE SUBJECT TO LOSS OF PRIVILEGES FOR A PERIOD OF TIME TO BE DETERMINED BY THE ASSOCIATION BOARD, AND OTHER LEGAL ACTIONS MAY BE TAKEN IN CONJUNCTION WITH THE CEDAR PARK POLICE DEPARTMENT AND THE COUNTY CONSTABLE.**

## MISCELLANEOUS

### Guest Policies

A TC Bella Vista Homeowners Association member must accompany a guest. Guests are limited to two per family. If you need to entertain more than two guests, please call RealManage at 219-1927 to make arrangements. Members are allowed to appoint a guardian for their needs as applicable. (Baby-sitters, relatives, family friends and neighbors are allowable.) Parents must provide written authorization naming a specific guardian to attend to their children 15 years of age and under while at the pool. Written permission from an adult member for a guardian to accompany a minor must be available for inspection upon request of an adult member at all times while at the pool facility. Authorized guardian must be 18 years of age or older. Individuals who may have been involved in misconduct or vandalism to the pool area who are found on the premises may be asked to leave immediately regardless of guest status if the Board has given previous approval of such action. Individual(s) who are NOT TC Bella Vista Homeowners Association members, may only be invited under guest status four (4) times per year. Individual(s) who are on the premises without permission or who are under the appointed age should be/can be asked to leave by any TC Bella Vista Homeowners Association member or appointed guardian who is an adult and on the premises. If the individual(s) will not leave please contact the police from the pay phone located at the pool, then contact RealManage.

### Pool keys

Pool keys will be issued to adults (age 18 years and older), after an Acknowledgment & Waiver form is signed. A total of two pool keys will initially be issued per household. If your key is lost or stolen, you will be provided with a replacement key AT A COST OF \$25.00 TO YOU. To obtain keys, please sign (execute) the current Acknowledgment & Waiver form and send it to RealManage. Upon receipt of the signed key waiver, and pending assessment evaluation that the residence is in good standing, the key will then be mailed. By signing the Acknowledgment and Waiver Form, members are agreeing not to distribute keys to anyone outside their immediate family.

### Restrooms

The restroom fixtures are sanitized and cleaned by a private janitorial service on a weekly basis. The designated maintenance person(s) are responsible for cleaning mirrors, counters, stocking hand towels, emptying trash and hosing down the floors. Please be mindful of the other Association members by cleaning up after yourself when using the restrooms.

### Pay Phone

The number for the pay phone is 258-1436. 911 services are available at the pay phone.

### Pool Parties

Non-private parties (i.e. children's birthday parties, Boy/Girl Scout troops, etc.) may be held at the pool between the hours of 11:00 a.m. and 6:00 p.m. on Mondays, Tuesdays, Wednesdays, and Fridays (holidays excluded) or between 12:00 p.m. – 4:00 p.m. on Saturdays. There shall be no more than 15 guests per party. Non-private parties must be requested by a TC TC BELLA VISTA homeowner (18 years or older) at least 2 weeks in advance on a first come, first served basis. Please call RealManage at 866-473-25737 to schedule. A Recreational Use Agreement must be executed at the time the party is scheduled. The sponsoring member will be responsible for the party, associated clean up and any damages caused by the attendees that occur during the party. Private parties are not permitted.

## LOSS OF POOL PRIVILEGES

**Again, PLEASE NOTE: Pool privileges will ONLY be granted to residents in good standing with the Association. To be in good standing, you must:**

- Be current on your assessments within 30 days of the due date;
  - Be in compliance with the Deed Restrictions (no more than one notice letter regarding a specific violation)
  - AND have a current key waiver form on file with RealManage
- Any individual(s) using the pool after hours (see pool rules), could lose all pool privileges for the season. The Board will consider individual events.
  - Any individual(s) committing acts of vandalism to the pool, pool house, equipment and/or surrounding area will lose all pool privileges for a period of time to be determined by the Association Board, and be held responsible for cleaning and/or repair of damaged items. In the event the individual(s) are juveniles, the parents shall assume full responsibility for their child's actions. The Board will consider individual events.

### ADDITIONAL RULES WHICH MAY BE POSTED AT SWIMMING POOL WILL ALSO APPLY

<b>TC BELLA VISTA POOL HOURS</b>
----------------------------------

- The pool is closed from 11:00 p.m. until 5:00 a.m.
- The pool is CLOSED on Thursday, when chemicals are being adjusted.

**Schedule of operation (No lifeguards on Duty)**

Open Swimming (Adult supervision <u>required</u> – access with pool key*)		
April through October (weather permitting)	5:00 a.m. – 8:00 a.m. (Adults Swim- 18 years and older only)	Pool may be additionally closed for occasional regular or emergency maintenance
	8:00 a.m.- 9:00 p.m. (Open Swim)	
	9:00 p.m.- 11:00 p.m. (Adult Swim- 18 years and older only)	

The swimming pool is CLOSED November through early April.  
Annual Pool Opening Dates are determined by your Board of Directors.

## ATTACHMENT 8

### TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC. FINE AND ENFORCEMENT POLICY

1. Background. Bella Vista is subject to that certain Master Declaration of Covenants, Conditions and Restrictions for Bella Vista, recorded under Document No. 2001128133 of the Official Public Records of Travis County, Texas, as amended and with any supplements and annexations thereto ("**Declaration**"). In accordance with the Declaration, the TC Bella Vista Homeowners Association, Inc., a Texas non-profit corporation (the "**Association**") was created to administer the terms and provisions of the Declaration. Unless the Declaration or applicable law expressly provides otherwise, the Association acts through a majority of its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Bylaws and any rules and regulations of the Association (collectively, the "**Restrictions**"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Restrictions and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Restrictions.

The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "**Act**"). To the extent any provision within this policy is in conflict the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

Words and phrases used in this policy have the same meanings given to them by the Restrictions.

2. Policy. The Association uses fines to discourage violations of the Restrictions, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Restrictions. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.
3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Restrictions by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.
4. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Restrictions. If the Association allows fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.

5. Violation Notice. Before levying a fine, the Association will give the Owner a written violation notice and an opportunity to be heard. This requirement may not be waived. The Association's written violation notice will contain the following items: (1) the date the violation notice is prepared or mailed; (2) a description of the violation; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation; (5) the timeframe in which the violation is required to be cured; (6) the amount of the fine; (7) a statement that not later than the thirtieth (30<sup>th</sup>) day after the date of the violation notice, the Owner may request a hearing before the Board to contest the violation; and (8) the date the fine attaches or begins accruing, subject to the following:
  - a. New Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the notice will state a specific timeframe by which the violation must be cured to avoid the fine. The notice must state that any future violation of the same rule may result in the levy of a fine.
  - b. Repeat Violation. In the case of a repeat of the same or similar violation of which the Owner was previously notified and the violation was cured within the preceding six (6) month time period, the notice will state that, because the Owner was given notice and a reasonable opportunity to cure the same or similar violation but the violation has occurred again, the fine attaches from the date of the expiration of the cure period in the preceding violation notice.
  - c. Continuous Violation. If an Owner has been notified of either a new violation or a repeat violation in the manner and for the fine amounts as set forth in the Schedule of Fines below and the Owner has never cured the violation in response to either the notices or the fines, in its sole discretion, the Board may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board. The fine shall begin accruing upon the expiration of the cure period in the final violation notice informing the Owner of the Board's decision and amount of fine and the Owner's failure and/or refusal to cure as requested.
6. Violation Hearing. An Owner may request in writing a hearing by the Board to contest the fine. To request a hearing before the Board, the Owner must submit a written request to the Association's manager (or the Board if there is no manager) within thirty (30) days after the date of the violation notice. Within fifteen (15) days after the Owner's request for a hearing, the Association will give the Owner at least fifteen (15) days advance notice of the date, time, and place of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine. The hearing will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner may attend the hearing in person, or may be represented by another person or written communication. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The

minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit A.

7. Levy of Fine. Within thirty (30) days after levying the fine, the Board must give the Owner notice of the levied fine. If the fine is levied at the hearing at which the Owner is actually present, the notice requirement will be satisfied if the Board announces its decision to the Owner at the hearing. Otherwise, the notice must be in writing. In addition to the initial levy notice, the Association will give the Owner periodic written notices of an accruing fine or the application of an Owner's payments to reduce the fine. The periodic notices may be in the form of monthly statements or delinquency notices.
8. Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines.
9. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's Real Property Records. The notice may be published and distributed in an Association newsletter or other community-wide publication.

---

#### Schedule of Fines

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Restrictions. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

**FINES:**

**New Violation:**

**Fine Amount:**

1 <sup>st</sup> Notice	<b>Warning</b>
2 <sup>nd</sup> Notice	<b>\$25.00</b>
3 <sup>rd</sup> Notice	<b>\$50.00</b>
4 <sup>th</sup> Notice	<b>\$100.00</b>
Each Subsequent Notice:	<b>\$125.00</b>

**Repeat Violation:**

1 <sup>st</sup> Notice	\$50.00
2 <sup>nd</sup> Notice	\$75.00
3 <sup>rd</sup> Notice	\$100.00
4 <sup>th</sup> Notice	\$125.00
Each Subsequent Notice:	\$150.00

**Continuous Violation:**

Final Notice	Amount TBD
--------------	------------

## EXHIBIT A

### HEARING BEFORE THE BOARD

**Note:** An individual will act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

#### I. Introduction:

**Hearing Officer.** The Board has convened for the purpose of hearing an appeal by \_\_\_\_\_ from the penalties imposed by the Association for violation of the Restrictions.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code, and is an opportunity for the appealing party to discuss, verify facts, and resolve the matter at issue. The Board would like to resolve the dispute at this hearing. However, the Board may elect to take the appeal under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days.

#### II. Presentation of Facts:

**Hearing Officer.** This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines or penalties. After the Association's representative has finished his presentation, the Owner or its representative will be given the opportunity to present photographs or other material relevant to the violation, fines or penalties. The Board may ask questions during either party's presentation. It is requested that questions by the appealing party be held until completion of the presentation by the Association's representative.

[Presentations]

#### III. Discussion:

**Hearing Officer.** This portion of the hearing is to permit the Board and the Owner to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, an acceptable resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

**IV. Resolution:**

**Hearing Officer.** This portion of the hearing is to permit discussion between the Board and the appealing party regarding the final terms of the settlement if a resolution was agreed upon during the discussion phase of the hearing.

If no settlement was agreed upon, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing.

## ATTACHMENT 9

### TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC. ASSESSMENT COLLECTION POLICY

Bella Vista is a community (the "**Community**") created by and subject to the Master Declaration of Covenants, Conditions and Restrictions for Bella Vista, recorded under Document No. 2001128133 of the Official Public Records of Travis County, Texas, as amended and with any supplements and annexations thereto ("**Declaration**"). The operation of the Community is vested in the TC Bella Vista Homeowners Association, Inc. (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, the Bylaws and rules of the Association (collectively, the "**Restrictions**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Declaration.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Declaration. Words and phrases used in this policy have the same meanings given to them by the Declaration.

#### **Section 1. DELINQUENCIES, LATE CHARGES & INTEREST**

- 1-A. Due Date. An Owner will timely and fully pay Regular Assessments and Special Assessments. Regular Assessments are assessed annually and are due and payable on the 10th calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.
- 1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full – including collection costs, interest and late fees.
- 1-C. Late Fees & Interest. If the Association does not receive full payment of a Regular Assessment by 5:00 p.m. after the due date established by the Board, the Association may levy a late fee of \$10 per month and/or interest, pursuant to the Declaration, if stated therein, or at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefore (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 1-E. Insufficient Funds. The Association may levy a charge of \$25 for any check returned to the Association marked "not sufficient funds" or the equivalent.
- 1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a majority of the Board.

## Section 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

## Section 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

- |  |                           |
|--|---------------------------|
| (1) Delinquent assessments   | (4) Other attorney's fees |
| (2) Current assessments  | (5) Fines                 |
| (3) Attorney fees and costs associated with delinquent assessments | (6) Any other amount      |

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months and a maximum term of eighteen (18) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. If an Owner fails to comply with the terms and provisions of a payment plan between the Owner and the Association, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

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

3-D. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of

delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

- 3-E. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.
- 3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

#### **Section 4. LIABILITY FOR COLLECTION COSTS**

- 4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

#### **Section 5. COLLECTION PROCEDURES**

- 5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.
- 5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.
- 5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.
- 5-D. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.
- 5-E. Notification of Mortgage Lender. The Association may notify the mortgage lender of the default obligations.
- 5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.
- 5-G. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney

will provide the following notices and take the following actions unless otherwise directed by the manager of the Association:

- (1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within 30 days (unless such notice has previously been provided by the Association, then
- (2) First Notice: Preparation of the Notice of Demand for Payment Letter. If the account is not paid in full within 30 days, then
- (3) Lien Notice: Preparation of the Lien Notice of Demand for Payment Letter and record a Notice of Unpaid Assessment Lien. If the account is not paid in full within 30 days, then
- (4) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose. If the account is not paid in full within 30 days, then
- (5) Notice of Intent to Foreclose Notice to Lender: Preparation of Notice of Intent to Foreclose Letter to Owner's Lender. If account not paid in full within 30 days, then
- (6) Foreclosure of Lien: Only upon specific approval by a majority of the Board.

5-H. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to the Owner's mortgagee.

5-I. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

5-J. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.

## **Section 6. GENERAL PROVISIONS**

6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.

6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Association's Restrictions and the laws of the State of Texas.

6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions or any other document or agreement executed or

made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Special Assessments and Regular Assessments, or reimbursed to the Owner if those Assessments are paid in full.

6-D. Notices. Unless the Restrictions, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

## ATTACHMENT 10

### **TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC. RECORDS INSPECTION, COPYING AND RETENTION POLICY**

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Master Declaration of Covenants, Conditions and Restrictions for Bella Vista, recorded under Document No. 2001128133 of the Official Public Records of Travis County, Texas, as amended and with any supplements and annexations thereto (the "Declaration").

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits the inspection, copying and/or retention of association records and files in violation of the controlling provisions of the Texas Property Code or any other applicable state law. The Board has adopted this policy in lieu of any express prohibition or any provision regulating such matters which conflict with Texas law.

1. **Written Form.** The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

2. **Request in Writing; Pay Estimated Costs In Advance.** An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the Owner.

3. **Period of Inspection.** Within ten (10) business days from receipt of the written request, the Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the ten (10) days along with either: (i) another date within an additional fifteen (15) days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) after a diligent search, the requested records are missing and cannot be located.

4. **Records Retention.** The Association shall keep the following records for at least the times periods stated below:

- a. **PERMANENT:** The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Declaration, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto recorded in the property records to be effective against any Owner and/or member of the Association.
- b. **FOUR (4) YEARS:** Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.
- c. **FIVE (5) YEARS:** Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association, and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.
- d. **SEVEN (7) YEARS:** Minutes of all meetings of the Board and the Owners.
- e. **SEVEN (7) YEARS:** Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.
- f. **GENERAL RETENTION INSTRUCTIONS:** "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b. above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2012, and the retention period is five (5) years, the retention period begins on December 31, 2012 and ends on December 31, 2017. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

5. **Confidential Records.** As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.

6. **Attorney Files.** Attorney's files and records relating to the Association (excluding invoices requested by a Owner pursuant to Texas Property Code Section 209.008(d)), are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

7. **Presence of a Board member or Manager; No Removal.** At the discretion of the Board or the Association's manager, certain records may only be inspected in the presence of a Board member or employee of the Association's manager. No original records may be removed from the office without the express written consent of the Board.

**TEXAS ADMINISTRATIVE CODE**  
**TITLE 1, PART 3, CHAPTER 70**  
**RULE §70.3 - CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION**

(a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).

(b) Copy charge.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette--\$1.00;

(B) Magnetic tape--actual cost

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--\$1.00;

(F) Non-rewritable CD (CD-R)--\$1.00;

(G) Digital video disc (DVD)--\$3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--\$2.50;

(K) Audio cassette--\$1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

(c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

(1) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.

(2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

(d) Labor charge for locating, compiling, manipulating data, and reproducing public information.

(1) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

- (A) Two or more separate buildings that are not physically connected with each other; or
- (B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

- (A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or
- (B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(e) Overhead charge.

(1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing,  $\$15.00 \times .20 = \$3.00$ ; or Programming labor charge,  $\$28.50 \times .20 = \$5.70$ . If a request requires one hour of labor charge for locating, compiling, and reproducing information ( $\$15.00$  per hour); and one hour of programming labor charge ( $\$28.50$  per hour), the combined overhead would be:  $\$15.00 + \$28.50 = \$43.50 \times .20 = \$8.70$ .

(f) Microfiche and microfilm charge.

(1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(2) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

(g) Remote document retrieval charge.

(1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(h) Computer resource charge.

(1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10 per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.

(4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU

clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows:  $\$10 / 3 = \$3.33$ ; or  $\$10 / 60 \times 20 = \$3.33$ .

(5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

(i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).

(l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(m) These charges are subject to periodic reevaluation and update.

**Source Note:** The provisions of this §70.3 adopted to be effective September 18, 1996, 21 TexReg 8587; amended to be effective February 20, 1997, 22 TexReg 1625; amended to be effective December 3, 1997, 22 TexReg 11651; amended to be effective December 21, 1999, 24 TexReg 11255; amended to be effective January 16, 2003, 28 TexReg 439; amended to be effective February 11, 2004, 29 TexReg 1189; transferred effective September 1, 2005, as published in the Texas Register September 29, 2006, 31 TexReg 8251; amended to be effective February 22, 2007, 32 TexReg 614

**ATTACHMENT 11**

**TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC.**  
**STATUTORY NOTICE OF POSTING AND RECORDATION OF**  
**ASSOCIATION GOVERNING DOCUMENTS**

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Master Declaration of Covenants, Conditions and Restrictions for Bella Vista, recorded under Document No. 2001128133 of the Official Public Records of Travis County, Texas, as amended and with any supplements and annexations thereto (the "Declaration").

1. **Dedicatory Instruments.** As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the declaration or similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property Owners association; (b) properly adopted rules and regulations of the property Owners association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations, or as otherwise referred to in this notice as the "Governing Documents."

2. **Recordation of All Governing Documents.** The Association shall file all of the Governing Documents in the real property records of each county in which the property to which the documents relate is located. Any dedicatory instrument comprising one of the Governing Documents of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.

3. **Online Posting of Governing Documents.** The Association shall make all of the Governing Documents relating to the Association or subdivision and filed in the county deed records available on a website if the Association has, or a management company on behalf of the Association maintains, a publicly accessible website.

## ATTACHMENT 12

### TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC. STATUTORY NOTICE OF ANNUAL MEETING, ELECTIONS AND VOTING

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Master Declaration of Covenants, Conditions and Restrictions for Bella Vista, recorded under Document No. 2001128133 of the Official Public Records of Travis County, Texas, as amended and with any supplements and annexations thereto (the "Declaration").

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits annual meetings, certain election requirements and voting processes and other conduct related to annual meetings, elections and voting in violation of the controlling provisions of the Texas Property Code or any other applicable state law.

1. **Annual Meetings Mandatory.** As set forth in Texas Property Code Section 209.014, the Association is required to call an annual meeting of the members of the Association.

2. **Notice of Election or Association Vote.** Not later than the tenth (10<sup>th</sup>) day or earlier than the sixtieth (60<sup>th</sup>) day before the date of an election or vote, the Association must give written notice of the election or vote to: (a) each Owner in the Association for purposes of an Association-wide election or vote; or (b) each Owner in the Association entitled to vote to elect Board members.

3. **Election of Board members.** Any Board member whose term has expired must be elected by Owners in the Association. A Board member may be appointed by the Board only to fill a vacancy caused by a resignation, death, or disability. A Board member appointed to fill a vacant position shall serve the unexpired term of the predecessor board member.

4. **Eligibility for Board membership.** The Association may not restrict an Owner's right to run for a position on the Board. If the Board is presented with written and documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board member has been convicted of a felony or crime involving moral turpitude, the Board member is then immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

5. **Right to Vote.** Any provision in the Association's governing documents that would disqualify an Owner from voting in an Association election of Board members or on any matter concerning the rights or responsibilities of the Owner is void.

6. **Voting; Quorum.** The voting rights of an Owner may be cast or given: (a) in person or by proxy at a meeting of the Association; (b) by absentee ballot; (c) by electronic ballot; or (d) by any method of representative or delegated voting provided by the Association's governing documents.

7. **Written Ballots.** Any vote cast in an election or vote by a member of the Association must be in writing and signed by the member. Electronic votes constitute written and signed ballots. In an Association-wide election, written and signed ballots are not required for uncontested races.

8. **Absentee or Electronic Ballots.** An absentee or electronic ballot: (a) may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (b) may not be counted, even if properly delivered, if the Owner attends any meeting to vote in person, so that any vote cast at a meeting by an Owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (c) may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

a. **Meaning of Electronic Ballot.** Notwithstanding any contrary provision in the governing document of the Association, "electronic ballot" means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of Owner submitting the ballot can be confirmed; and (c) for which the Owner may receive a receipt of the electronic transmission and receipt of the Owner's ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the website.

b. **Solicitation of Votes by Absentee Ballot.** Any solicitation for votes by absentee ballot must include: (a) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action; (b) instructions for delivery of the completed absentee ballot, including the delivery location; and (c) the following language: *"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."*

9. **Tabulation of and Access to Ballots.** A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election or vote. A person tabulating votes in an Association election or vote may not disclose to any other person how an individual voted.

10. **Recount of Votes.** Any Owner may, not later than the fifteenth (15<sup>th</sup>) day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing either: (a) by certified mail, return receipt requested, or by delivery by the U.S. Postal Service with signature confirmation service to the Association's mailing address as reflected on the latest management certificate; or (b) in person to the Association's managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are mailed. The Owner requesting the recount will be required to pay, in advance, expenses associated with the recount as estimated by the Association. Any recount must be performed on or before the thirtieth (30<sup>th</sup>) day after the date of receipt of a request and payment for a recount is submitted to the Association for a vote tabulator as set forth below.

a. **Vote Tabulator.** At the expense of the Owner requesting the recount, the Association shall retain for the purpose of performing the recount, the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who: (a) is not a member of the Association or related to a member of the Association Board within the third degree by consanguinity or affinity; and (b) is either a person agreed on by the Associations and any person requesting a recount or is a current or

former county judge, county elections administrator, justice of the peace or county voter registrar.

- b. Reimbursement for Recount Expenses. If the recount changes the results of the election, the Association shall reimburse the requesting Owner for the cost of the recount to the extent such costs were previously paid by the Owner to the Association. The Association shall provide the results of the recount to each Owner who requested the recount.
- c. Board Action. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

**ATTACHMENT 13**

**TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC.**  
**STATUTORY NOTICE OF CONDUCT OF BOARD MEETINGS**

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain **Master Declaration of Covenants, Conditions and Restrictions for Bella Vista**, recorded under Document No. 2001128133 of the Official Public Records of Travis County, Texas, as amended and with any supplements and annexations thereto (the "Declaration").

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits open board meetings and other conduct related to board meetings in violation of the controlling provisions of the Texas Property Code or any other applicable state law.

1. **Definition of Board Meetings.** As set forth in Texas Property Code Section 209.0051, "board meeting" means: (a) a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action; but does not include: (b) the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

2. **Open Board Meetings.** All regular and special Board meetings must be open to Owners. However, the Board has the right to adjourn a meeting and reconvene in closed executive session to consider actions involving: (a) personnel; (b) pending or threatened litigation; (c) contract negotiations; (d) enforcement actions; (e) confidential communications with the Association's attorney; (f) matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed in the minutes, without breaching the privacy of individual Owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

3. **Location.** Except if otherwise held by electronic or telephonic means, a Board meeting must be held in the county in which all or a party of the property in the subdivision is located or in a county adjacent to that county, as determined in the discretion of the Board.

4. **Record; Minutes.** The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a member for inspection and copying on the member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

5. **Notices.** members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for

deliberation in executive session. The notice shall be: (a) mailed to each property owner not later than the tenth (10<sup>th</sup>) day or earlier than the sixtieth (60<sup>th</sup>) day before the date of the meeting; or (b) provided at least seventy-two (72) hours before the start of the meeting by: (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Association members in a place located on the Association's common area property or on any website maintained by the Association; and (ii) sending the notice by e-mail to each Owner who has registered an e-mail address with the Association. It is an Owner's duty to keep an updated e-mail address registered with the Association. The Board may establish a procedure for registration of email addresses, which procedure may be required for the purpose of receiving notice of Board meetings. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner as set forth above within two (2) hours after adjourning the meeting being continued.

6. **Meeting without Prior Notice.** A Board may meet by any method of communication, including electronic and telephonic, without prior notice to Owners if each director may hear and be heard or may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to Owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, without prior notice to Owners under Paragraph 5 above consider or vote on:

- (a) fines;
- (b) damage assessments;
- (c) initiation of foreclosure actions;
- (d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (e) increases in assessments;
- (f) levying of special assessments;
- (g) appeals from a denial of architectural control approval; or
- (h) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue.



**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Dana DeBeauvoir*

**DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS**

February 15 2012 03:53 PM

FEE: \$ 0.00 2012023503

AMENDED MANAGEMENT CERTIFICATE OF TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC.

The undersigned, being an officer of TC Bella Vista Homeowners Association, Inc., and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

- 1. The name of the subdivision: Bella Vista.
2. The name of the association: TC Bella Vista Homeowners Association, Inc., a Texas non-profit corporation.
3. The recording data for the subdivision: Bella Vista, a subdivision, according to the map or plat thereof recorded in Document Nos. 200100165, 200100195, 200200208, 200300175, 200400082, 200400083, Plat Records, Travis County, Texas
4. The recording data for the declaration: Master Declaration of Covenants, Conditions and Restrictions for Bella Vista, recorded under Document No. 2001082453, Official Public Records of Travis County, Texas, as amended by that Correction Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 1, recorded under Document No. 2001119880, Official Public Records of Travis County, Texas, as amended by that Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 2, recorded under Document No. 2001082543, Official Public Records of Travis County, Texas, as amended by that Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 4, recorded under Document No. 2002155574, Official Public Records of Travis County, Texas,
5. The name and mailing address of the association: TC Bella Vista Homeowners Association, Inc.; c/o RealManage, P.O. Box 803555, Dallas, Texas 75380.
6. The mailing address of the person managing the association: RealManage, Manager: William Brooks, 10800 Pecan Park Blvd., Suite 100, Austin, Texas 78750.

This Certificate is effective as of the 18 day of November, 2013.

TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: Veronica Frederick
Name: Veronica Frederick
Title: President

THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on 18 day of November 2013, by Veronica Frederick the President of TC Bella Vista Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

[SEAL]



*Denise Renee Mosley*  
Notary Public Signature

**AFTER RECORDING RETURN TO:**

Robert D. Burton, Esq.

Winstead, PC

401 Congress Avenue, Suite 2100

Austin, Texas 78701

Email: [rburton@winstead.com](mailto:rburton@winstead.com)



**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Dana DeBeauvoir*

**DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS**

November 26 2013 08:41 AM

FEE: \$ 34.00 2013210922

**FIRST AMENDMENT TO**  
**AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS**  
**(Circle C: Tract 110)**

This First Amendment to Amended and Restated Declaration of Restrictive Covenants (Circle C: Tract 110) (the "*First Amendment*") dated effective April 21, 2017, is made by and among Circle C Land, L.P., a Texas limited partnership ("*Circle C*"), and Circle C Homeowners Association, Inc., a Texas non-profit corporation (the "*Association*").

**RECITALS**

A. Circle C Land, L.P., a Texas limited partnership, fka Circle C Land Corp., a Texas corporation, and the Association executed and recorded that certain Amended and Restated Declaration of Restrictive Covenants (Circle C: Tract 110) dated September 9, 2011 and recorded under Document No. 2011132004 of the Official Public Records of Travis County, Texas (the "*Declaration*").

B. The Declaration imposes restrictions on, among other property, Lot 2, Circle C Ranch Phase B, Section 19, a subdivision located in Travis County, Texas, according to the map or plat recorded in Volume 98, Page 371, Plat Records of Travis County, Texas (the "*Original Plat*"). The Original Plat was vacated by instrument recorded under Document No. 2003272500 of the Official Public Records of Travis County, Texas and Lot 2 of the Original Plat has been replatted as Lot 2, Block "Y" of the subdivision named LOT 2, BLOCK Y, CIRCLE C RANCH, PHASE B, SECTION NINETEEN, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201200195 of the Official Public Records of Travis County, Texas ("*Lot 2*").

C. Circle C and the Association desire to amend the Declaration in order to delete certain restrictions on Lot 2.

D. Paragraph 7.B. of the Declaration provides that the Declaration may not be amended except with the consent of the owners of 75% of the aggregate of the Property and the Association.

E. Circle C is the owner of at least 75% of the aggregate Property, and thus, Circle C and the Association are the proper parties to enter into this First Amendment.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the premises set forth above, Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, Circle C and the Association hereby amend the Declaration as follows:

1. Retail Use Category. With respect to Lot 2, the term "Day Care Services (Commercial, General & Limited)" on Exhibit "C" to the Declaration is hereby deleted.

2. Defined Terms. All terms defined in the Declaration shall have the same meanings herein as are prescribed to them in the Declaration, except to the extent that the meaning of any such term is specifically modified by the provisions herein. In addition, other terms not defined in the Declaration but defined herein will have the meanings subscribed to them in this First Amendment.

3. Effect of Amendment. Except as specifically amended by the provisions hereof, the terms and provisions stated in the Declaration shall continue, and all provisions and covenants in the Declaration as amended hereby, shall remain in full force and effect. In the event of any inconsistency, the terms and provisions of this First Amendment shall control over and modify the terms and provisions of the Declaration.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their respective, duly authorized officers or representatives as of the day and year written next to their respective signatures below.

[SIGNATURE PAGES FOLLOW]

**CIRCLE C:**

CIRCLE C LAND, L.P., a Texas limited partnership

By: Circle C GP, L.L.C., a Delaware limited liability company, General Partner

By: Stratus Properties Inc., a Delaware corporation, Sole Member

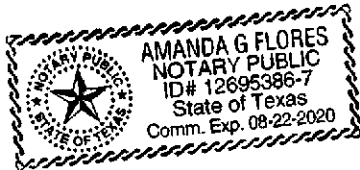
By: Erin D. Pickens  
Erin D. Pickens,  
Senior Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 17 day of March, 2017 by Erin D. Pickens, Senior Vice President, Stratus Properties Inc., a Delaware corporation, Sole Member of Circle C GP, L.L.C., a Delaware limited liability company, General Partner of Circle C Land, L.P., a Texas limited partnership, on behalf of said entities.

(SEAL)



Amanda G. Flores  
Notary Public Signature

**ASSOCIATION:**

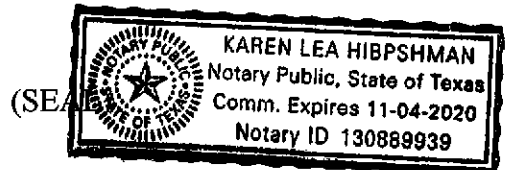
CIRCLE C HOMEOWNERS ASSOCIATION,  
INC., a Texas non-profit corporation

By: [Signature]  
Name: Natalie Placer McClure  
Title: Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 20 day of March, 2017 by  
Natalie Placer McClure, Vice President of Circle  
C Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



[Signature]  
Notary Public Signature

11-GF# 201708558 ALF  
RETURN TO: HERITAGE TITLE  
401 CONGRESS AVE., STE.1500  
AUSTIN, TEXAS 78701

{W0730534.6}



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

[Signature]  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

April 21 2017 04:07 PM

FEE: \$ 38.00 2017063911

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



*Dana DeBeauvoir*

Dana DeBeauvoir, County Clerk  
Travis County, Texas

Sep 09, 2021 01:15 PM Fee: \$34.00

**2021201618**

\*Electronically Recorded\*

This page is  
intentionally added for  
electronic file stamp.

MANAGEMENT CERTIFICATE FOR  
BELVEDERE HOMEOWNERS' ASSOCIATION, INC.  
TRAVIS COUNTY

STATE OF TEXAS §  
COUNTY OF TRAVIS §

- 1. **Name of Subdivision:** Belvedere
- 2. **Name of Association:** Belvedere Homeowners Association, Inc.
- 3. **Recording Data for Subdivision:** See Exhibit "A"
- 4. **Recording Data for Declaration:** See Exhibit "A"
- 5. **Name and mailing address of Association:** Belvedere Homeowners Association, Inc., 5316 W Hwy 290 Service Road, Suite 100, Austin, TX 78735.
- 6. **The Association's designated representative is:** FirstService Residential Austin, LLC, 5316 W Hwy 290 Service Road, Suite 100, Austin, TX 78735; 512-266-6771 Office; Email: [Austin@fsresidential.com](mailto:Austin@fsresidential.com) Community Website: <https://belvedereaustinhwa.connectresident.com>
- 3
- 7. **Transfer Fee:** There is a transfer fee in the amount of **\$350.00** and a resale disclosure package fee in the amount of **\$375.00** collected at closing from the buyer.
- 8. **Other information the Association considers appropriate for the governing, administration or operation of the subdivision and Association:** See Exhibit "A"

*Prospective purchasers are advised to independently examine all dedicatory instruments and governing documents for the Belvedere Homeowners Association, Inc., as well as performing a physical inspection of the property and common areas, prior to purchase. This Management Certificate does not purport to identify every publicly recorded document affecting the Subdivision. No person should rely on this Management Certificate for anything other than for identifying and contacting the Association.*

BELVEDERE HOMEOWNERS ASSOCIATION, INC.

By:  \_\_\_\_\_

Print Name: Gerry Poe

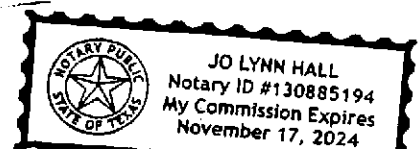
Print Title: Managing Agent

STATE OF TEXAS §  
COUNTY OF TRAVIS §

20 21 This instrument was acknowledged and signed before me on this the 1 day of September by Gerry Poe, the Managing Agent of the Belvedere Homeowners Association, Inc., on behalf of the Association.

\_\_\_\_\_  
Notary Public - State of Texas

**After Recording Return To:**  
FirstService Residential Austin, LLC  
5316 W US HWY 290 Service Road, Ste 100  
Austin, TX 78735



## EXHIBIT "A"

**Belvedere Homeowners Association, Inc.**, a subdivision located in Travis County, Texas, and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of the Belvedere Homeowners Association, Inc., which sections were originally encumbered by dedicatory instruments filed of record in Travis County, Texas as follows:

<b>Recording Date</b>	<b>Filed Document</b>	<b>Recording Information</b>
02/23/2006	Plats	200600055
03/11/2016	Consolidation, Amendment & Restatement of Declaration of Covenants, Conditions & Restrictions	2016036296
10/25/2017	Amended and Restated Bylaws	2017170422
09/19/2018	Amended and Restated Bylaws	2018148661



*Dana DeBeauvoir*

Dana DeBeauvoir, County Clerk  
Travis County, Texas

Nov 12, 2021 04:19 PM Fee: \$38.00

**2021250947**

\*Electronically Recorded\*

**AMENDED AND RESTATED MANAGEMENT CERTIFICATE  
OF  
TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC.**

The undersigned, being an officer of TC Bella Vista Homeowners, Inc. (the "Association") and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

**THIS CERTIFICATE AMENDS, RESTATES AND REPLACES IN ITS ENTIRETY THAT CERTAIN MANAGEMENT CERTIFICATE OF TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC., RECORDED AS DOCUMENT NO. 2013210922, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.**

1. The name of the subdivision: Bella Vista
2. The name of the association: TC Bella Vista Homeowners Association, Inc., a Texas non-profit corporation.
3. The recording data for the subdivision: All that certain real property in Travis County, Texas, made subject to that certain Master Declaration of Covenants, Conditions and Restrictions for Bella Vista, recorded under Document No. 2001082453, Official Public Records of Travis County, Texas (the "Master Declaration").
4. The recording data for the Declaration with any amendments and/or supplements to the Declaration: The recording data for the declaration and any amendments and supplements thereto, are particularly described on Exhibit "A" attached hereto and incorporated herein by reference.
5. The name and mailing address of the association: TC Bella Vista Homeowners Association, Inc., c/o RealManage, 9601 Amberglen Boulevard, Ste. 150, Austin, TX 78729.
6. The name, mailing address, telephone number, and email address of the person managing the association:  

Name:	RealManage
Attn:	Beatriz Loera
Mailing Address:	9601 Amberglen Boulevard, Ste. 150, Austin, TX 78729
Telephone Number:	866.473.2573
Email Address:	BELLVIST@CiraMail.com; realservice@ciramail.com
7. Website to access the association's dedicatory instruments: [www.realmanage.com](http://www.realmanage.com)
8. Amount and description of fees related to property transfer in the subdivision: The association fees are in the following amounts:

Transfer Fee - \$325.00

TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC. AMENDED AND RESTATED  
MANAGEMENT CERTIFICATE

Resale Certificate Fee - \$285.00

Statement of Account Fee - \$250.00

Conveyance Processing Fee - \$375.00

Refinance Fee - \$250.00

Resale Certificate Fulfillment Fee - \$310.00

Resale Certificate Fulfillment Fee [Condominium w/ Questionnaire] - \$485.00

Closing Document Rush Fee - \$200.00

Conveyance Fee Surcharge for Delinquent Accounts - \$150.00

Request Fee Update - \$90.00

The association fees cover all costs that the association incurs related to a property transfer in the subdivision.

EXECUTED to be effective on the date this instrument is Recorded.

*[SIGNATURE PAGE FOLLOWS]*

TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC. AMENDED AND RESTATED  
MANAGEMENT CERTIFICATE

TC BELLA VISTA HOMEOWNERS ASSOCIATION,  
INC.,

a Texas non-profit corporation

By: Beatriz Loera  
Name: Beatriz Loera  
Title: Community Association Manager

STATE OF TEXAS §  
COUNTY OF TARRANT §

This instrument was acknowledged before me this 14<sup>th</sup> day of November, 2021 by Beatriz Loera Manager of TC Bella Vista Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.



Christine Gamache  
Notary Public Signature

**AFTER RECORDING RETURN TO:**  
**ALEX S. VALDES, ESQ.**  
**WINSTEAD PC**  
**401 CONGRESS AVENUE, SUITE 2100**  
**AUSTIN, TEXAS 78701**  
**AVALDES@WINSTEAD.COM**

EXHIBIT "A"**RECORDING DATA FOR THE DECLARATION AND RELATED DOCUMENTS**

<b>Document</b>	<b>Recording Information</b>
Master Declaration of Covenants, Conditions and Restrictions for Bella Vista	Document No. 2001082453
Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 2	Document No. 2001082543
First Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 2	Document No. 2001119879
Correction Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 1	Document No. 2001119880
Second Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 2	Document No. 2001128133
First Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 1	Document No. 2001137714
First Amendment to Master Declaration of Covenants, Conditions and Restrictions for Bella Vista	Document No. 2002060822
Second Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 1	Document No. 2002109892
Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 4	Document No. 2002155574
Community Manual for TC Bella Vista Homeowners Association	Document No. 2012023503
Bella Vista Supplement to Community Manual	Document No. 2014137194

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



*Dyana Limon-Mercado*

Dyana Limon-Mercado, County Clerk  
Travis County, Texas

Nov 20, 2024 02:15 PM Fee: \$41.00

**2024128935**

\*Electronically Recorded\*

This page is  
intentionally added for  
electronic file stamp.

**PROPERTY OWNERS' ASSOCIATION  
MANAGEMENT CERTIFICATE  
for  
TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

The undersigned, being the Managing Agent for TC Bella Vista Homeowners Association, Inc., a non-profit corporation (the "Association") organized and existing under the laws of the State of Texas, submits the following information pursuant to Section 209.004 of the Texas Property Code, which supersedes any Management Certificate previously filed by the Association:

1. Name of Subdivision: The name of the subdivision is Bella Vista.
2. Name of Association: The name of the Association is TC Bella Vista Homeowners Association, Inc.
3. Recording Data for the Subdivision:
  - a. Bella Vista, Section 1, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 200100165 of the Plat Records of Travis County, Texas and all amendments to or replats of said maps, if any.
  - b. Bella Vista, Section 2, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 200100195 of the Plat Records of Travis County, Texas and all amendments to or replats of said maps, if any.
  - c. Bella Vista, Section 3A, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 200400083 of the Plat Records of Travis County, Texas and all amendments to or replats of said maps, if any.
  - d. Bella Vista, Section 3B, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 200400082 of the Plat Records of Travis County, Texas and all amendments to or replats of said maps, if any.
  - e. Bella Vista, Section 4, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 200200208 of the Plat Records of Travis County, Texas and all amendments to or replats of said maps, if any.

- f. Bella Vista, Section 5, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 200300175 of the Plat Records of Travis County, Texas and all amendments to or replats of said maps, if any.

4. Recording Data for the Declaration\*:

a. Documents:

- (1) Master Declaration of Covenants, Conditions and Restrictions for Bella Vista.
- (2) First Amendment to Master Declaration of Covenants, Conditions and Restrictions for Bella Vista.
- (3) Correction Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 1.
- (4) First Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 1.
- (5) Second Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 1.
- (6) Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 2.
- (7) First Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 2.
- (8) Second Amendment to Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 2.
- (9) Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 3A.
- (10) Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 3B.
- (11) Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 4.
- (12) Development Area Declaration of Covenants, Conditions and Restrictions for Bella Vista, Section 5.

b. Recording Information:

- (1) Travis County Clerk's File No. 2001082453.
- (2) Travis County Clerk's File No. 2002060822.
- (3) Travis County Clerk's File No. 2001119880.
- (4) Travis County Clerk's File No. 2001137714.
- (5) Travis County Clerk's File No. 2002109892.
- (6) Travis County Clerk's File No. 2001082543.
- (7) Travis County Clerk's File No. 2001119879.
- (8) Travis County Clerk's File No. 2001128133.
- (9) Travis County Clerk's File No. 2004046945 and re-recorded under Clerk's File No. 2004065008.
- (10) Travis County Clerk's File No. 2004046944 and re-recorded under Clerk's File No. 2004065009.

- (11) Travis County Clerk's File No. 2002155574.  
 (12) Travis County Clerk's File No. 2003157214.

5. Name and Mailing Address of the Association: The name and mailing address of the Association is TC Bella Vista Homeowners Association, Inc. c/o RealManage, P.O. Box 803555, Dallas, Texas 75380-3555.
6. The Contact Information for the Association's Designated Representative: The contact information of the designated representative of the Association is:

RealManage Closing Portal  
 P.O. Box 803555  
 Dallas, Texas 75380-3555.  
 866.473.2573  
 BELLVIST@CiraMail.com

7. The Association's Dedicatory Instruments are available to Members online at:  
[www.ciranet.com/residentportal](http://www.ciranet.com/residentportal).
8. The Amount and Description of the Fees and Other Charges Charged by the Association in Connection with a Property Transfer:

Description	Fee
Resale Certificate	\$ 375.00
Resale Certificate Update	\$ 75.00
Rush Resale Certificate Fee	\$ 200.00
Managing Agent Transfer Fee	\$ 325.00
Refinance Fee	\$ 250.00
Inquiry Statement of Account Fee	\$ 25.00

Resale certificates are requested via the RealManage Closing Portal at [www.realmanage.com/closingportal](http://www.realmanage.com/closingportal).

Executed on this 20 day of November, 2024.

TC BELLA VISTA HOMEOWNERS ASSOCIATION, INC.

By: RealManage, Managing Agent

By: [Signature]

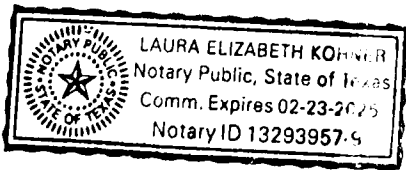
Printed: Samantha Dominguez

Its: Community Association manager

\*This Management Certificate does not purport to identify every publicly recorded document affecting the Subdivision, or to report every piece of information pertinent to the Subdivision. Rather, the purpose of this Management Certificate is to provide information sufficient for a title company or others to correctly identify the Subdivision and to contact the Association. No person should rely on this Management Certificate for anything other than instructions for identifying and contacting the Association.

THE STATE OF TEXAS §  
COUNTY OF Williamson §

BEFORE ME, the undersigned notary public, on this 20 day of November, 2024 personally appeared Samantha Dominguez Community Assoc. Mgr. of RealManage, Managing Agent for TC Bella Vista Homeowners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



[Signature]  
Notary Public in and for the State of Texas