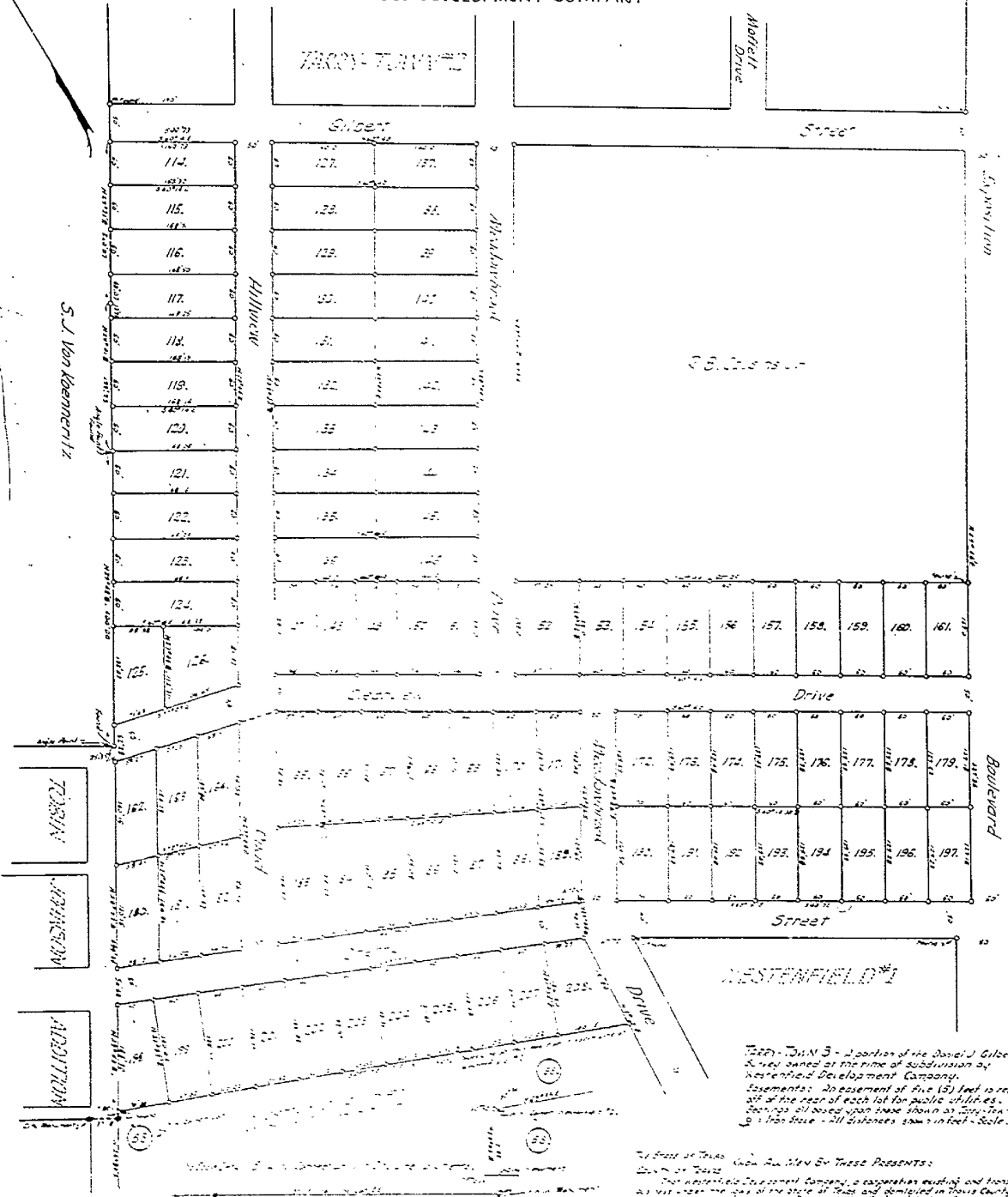


# TARRY-TOWN

## - 3 -

### LOTS 114 - 208

OWNED BY  
WESTENFIELD DEVELOPMENT COMPANY



S. J. Von Kaennertz

WESTFIELD #4

1927, JUN 3 - Location of the Daniel J. Gilbert Survey owned at the time of subdivision by Westenfield Development Company.  
 Easements: An easement of five (5) feet is reserved at the rear of each lot for public utilities.  
 Bearings all based upon those shown as correct on Section 12 to 13 on Page - All Distances shown in feet - Scale 1"=100'

Know All Men By These Presents:  
 That Westenfield Development Company, a corporation existing and transacting all its business in and through the State of Texas and domiciled in Travis County, Texas, do hereby certify and represent that the Westernfield Development Company, a corporation existing and transacting all its business in and through the State of Texas, has conveyed to Allen Thomas, of the County of Travis, State of Texas, certain lots, to-wit: Lots 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

APPROVED FOR ACCEPTANCE  
 Date: 10-21-27  
*[Signature]*

APPROVED BY CITY PLANNING COMMISSION  
 Date: 10-21-27  
*[Signature]*

Filed for Record: Oct  
 Recorded: Oct

WESTENFIELD DEVELOPMENT COMPANY  
 By: *[Signature]*  
 President



deliver unto the said Mrs Louise Spreen, that one certain promissory vendor's lien note here-  
inbefore mentioned and described; and the said vendor's lien herein retained on said prop-  
erty to secure the payment of said note, together with the superior title to said land re-  
maining in us by virtue of the express lien retained on said property, and together with all  
and singular the contract lien, vendor's lien, rights, equities, titles and interest in said  
land which we have by virtue of being the vendors herein, are also expressly conveyed.

EXECUTED this the 1st day of October A. D. 1935.

M. E. Chernosky

50¢ U. S. Int. Rev. Stamps Can.

Ellen M. Chernosky

THE STATE OF TEXAS )

COUNTY OF TRAVIS. )

BEFORE ME, the undersigned authority, on this day personally ap-  
peared M. E. Chernosky, known to me to be the person whose name is subscribed to the forego-  
ing instrument, and acknowledged to me that he executed the same for the purposes and con-  
sideration therein expressed. And also, before me, on this day personally appeared Ellen M.  
Chernosky, wife of the said M. E. Chernosky, known to me to be the person whose name is  
subscribed to the foregoing instrument, and having been examined by me privily and apart  
from her husband, and having the same fully explained to her, she, the said Ellen M. Chernosky,  
acknowledged such instrument to be her act and deed, and declared that she had willingly  
signed the same for the purposes and consideration therein expressed, and that she did not  
wish to retract it.

GIVEN under my hand and seal of office, this the 2st day of October A. D. 1935.

W. M. Kendall

(Notary Seal)

Notary Public, Travis County, Texas.

Filed for record Nov. 1, 1935 at 3:45 P. M. Recorded Nov. 2, 1935 at 1:30 P. M.

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STATE OF TEXAS )

COUNTY OF TRAVIS. )

The Westenfield Development Company does hereby agree with purchasers  
of Lots or Parcels of ground in Tarry-Town No. Three (3), a residential subdivision near  
the City of Austin in Travis County, Texas, that all the land in said subdivision as same  
is described in the plat thereof filed or recorded in the records of Travis County, Texas,  
to which reference is made for description, will be held and owned hereafter, subject to  
the following covenants, limitations and restrictions:

1. No mercantile business of any kind shall ever be carried on, on the  
premises hereby conveyed, and no commercial signboard shall be erected thereon, it being

understood that all improvements to be erected on said premises shall be built and used for residence purposes only, excepting such improvements as may be proper for use in connection with a residence.

2. No part of the premises hereby conveyed shall ever be owned by, held for or rented to any person of African descent; provided, however, that this clause shall not prevent the employment of such persons as domestic servants and providing customary accommodations for them on said premises.

3. Any residence erected on the premises hereby conveyed shall be of original cost not less than \$3000.00, if one story, and not less than \$5000.00 if two stories, and such building or any outbuildings erected thereon shall not be closer than 30 feet to the front property line.

4. No garage or garage bungalows shall be built and used for residential purposes on said premises, until such time as the residence proper has been built and occupied.

It is furthermore agreed that these covenants, restrictions and limitations shall be binding upon the grantors herein with respect to all the land in said subdivision so long as grantors shall own same, and upon its successors, grantees or assigns under any instrument of writing or operation of law; such covenants, agreements and limitations being declared and deemed to be covenants running with the land; and grantor and all its grantees will faithfully observe same, whether they shall be repeated in future conveyances or not. Any person now or hereafter owning land in the said Tarry-Town No. 3, may institute and prosecute appropriate proceedings at law or in equity against the grantor or any other person owning land in said subdivision to prevent the violation or attempted violation of the said conditions, covenants and limitations, and to obtain redress for such wrong done or attempted.

IN WITNESS WHEREOF, Westenfield Development Company has caused these presents to be signed by its President, Margaret Graham Crusemann, and attested by its common corporate seal, on this the 22 day of October, 1935.

(Cor. Seal)

WESTENFIELD DEVELOPMENT COMPANY

By Margaret Graham Crusemann

President

STATE OF TEXAS )

COUNTY OF TRAVIS. )

BEFORE ME, the undersigned authority, on this day personally appeared Margaret Graham Crusemann, President of Westenfield Development Company, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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, this the 22 day of October A. D. 1935.

Marion Darwin

(Notary Seal)

Notary Public, Travis Co. Tex.

Filed for record Nov. 1, 1935 at 8 A. M. Recorded Nov. 2, 1935 at 2 P. M.

STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

That Westernfield Development Company, a corporation existing and transacting business under the laws of the State of Texas, and domiciled in Travis County, Texas, acting herein by and through its President, Margaret Graham Crusemann, therunto duly authorized for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable cash considerations to it in hand paid by P. O. Wilhite, Jr., of Travis County, Texas, receipt of all of which is hereby acknowledged; and the further consideration of the execution and delivery by the said P. O. Wilhite, Jr., of his one certain promissory note of even date herewith, payable to the order of Westernfield Development Company, at Austin, Texas; said note being for the sum of Five Hundred Fifty Dollars (\$550.00), payable in monthly installments of Ten Dollars (\$10.00) each, or more, at the option of the maker of said note, beginning September 9, 1939, said note bearing interest from date until paid at the rate of seven per cent per annum, interest to be included in the monthly installments above set out, and said note containing the usual maturation and attorney's fee clauses;

HAS GRANTED, SOLD AND CONVERTED, and does by these presents Grant, Sell and Convert unto the said P. O. Wilhite, Jr., all that certain lot, tract or parcel of land, lying

12  
being situated in the City of Austin, Travis County, Texas, known and described as Lot Two Hundred Two (202) of Tarry-Town No. Three (3), a subdivision of a part of the Daniel J. Gilbert Survey, according to the plat of said subdivision recorded in Vol. 3, Page 231, of the Travis County Plat Records.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging or appertaining, unto the said P. O. Wilhite, Jr., his heirs and assigns, forever.

And said Westernfield Development Company does hereby bind itself, its successors and assigns to warrant and forever defend all and singular, the said premises, unto the said P. O. Wilhite, Jr., his heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to any and all taxes assessed against the said premises subsequent to the year 1938.

But it is expressly agreed and stipulated that the vendor's lien is retained against the above described property, premises, and improvements until the above described note and all interest thereon is fully paid according to its face and tenor, effect and reading when this deed shall become absolute.

By the acceptance of this deed, the grantee agrees and binds himself to pay all taxes which may be levied and assessed against the said premises subsequent to the year 1938. Failure by the grantee to pay said taxes when due shall give the holder of the above described note the right to pay the same and add such expense to the outstanding indebtedness as part purchase price, and for such amount so expended the holder of the note shall have a further claim against the said premises until same is paid.

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

1. No mercantile business of any kind shall ever be carried on, on the premises hereby conveyed; and no commercial signboard shall be erected thereon, it being understood that all improvements to be erected on said premises shall be built and used for residence purposes only, excepting such improvements as may be proper for use in connection with a residence.
2. No part of the premises hereby conveyed shall ever be owned by, held for or rented to any person of African descent; provided, however, that this clause shall not prevent the employment of such persons as domestic servants and providing customary accommodations for them on said premises.
3. Any residence erected on the premises hereby conveyed shall be of original cost not less than \$3000.00, if one story, and not less than \$5000.00 if two stories, and such building or any outbuildings erected thereon shall not be closer than 30 feet to the front property line.
4. No garage or garage bungalow shall be built and used for residential purposes on said premises, until such time as the residence proper has been built and occupied.

The grantee in this conveyance accepts same subject to all the foregoing restrictions and conditions, which it is agreed shall be deemed to be covenants running with the land; and the grantee for himself, his heirs, legal representatives, and assigns, covenants to and with the grantor, its successors and assigns, that he will, and that his heirs, legal representatives and assigns, shall forever faithfully observe all and each of the foregoing restrictions and conditions, whether or not they are repeated in subsequent conveyances of the above described property.

If the grantee, or any person or persons claiming under him shall at any time violate or attempt to violate, or shall omit to perform or observe any of the foregoing restrictions or conditions, then it shall be lawful for any person owning land in Tarry-Town No. 3, to

institute and prosecute appropriate proceedings at law or in equity against the grantee or any person or persons claiming under him, for the wrong done or attempted. Or the grantor herein, its successors and assigns, if they deem it proper--without being, however compelled to do so--may institute and prosecute such proceedings.

In Witness Whereof, Westenfield Development Company has caused these presents to be signed by its President, Margaret Graham Crusemann, and attested by its common corporate seal, on this the 9th day of August, A. D. 1939.

(Corp. Seal)

WESTENFIELD DEVELOPMENT COMPANY

\$1.00 U. S. Int. Rev. Stamp Can.

By Margaret Graham Crusemann  
Its President.

40¢ State Note Stamps Can.

STATE OF TEXAS

COUNTY OF TRAVIS | Before me, the undersigned authority, on this day personally appeared Margaret Graham Crusemann, President of Westenfield Development Company, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose 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 this the 9th day of August, A. D. 1939.

(Notary Seal)

Marion Darwin  
Notary Public, Travis County, Texas.

Filed for Record Aug. 14, 1939 at 12:00 M. Recorded Aug. 17, 1939 at 1:15 P. M.

O-----O

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That we, Howard Bouldin and wife, Grace Bouldin, of Travis County, in the State of Texas, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration to us cash in hand paid by the grantee hereinafter named, for which no lien, either express or implied, is retained the receipt of which is hereby acknowledged and confessed, and the further sum of Fifteen Hundred and No/100 (\$1500.00) Dollars, evidenced by one certain promissory note, bearing even date herewith, executed by C. R. Flournoy and described as follows, to-wit:

Payable to the order of J. E. Harrison and C. D. Wilson, at Austin, Travis County, Texas, in installments as follows, to-wit: The first of such installments being in the sum of Ten and No/100 (\$10.00) Dollars, or more to become due and payable on the 10th day of September A. D. 1939 and a like installment in the same sum to become due and payable on the 10th day of each and every month thereafter until said note is paid in full. Said note bearing interest at the rate of six (6%) per cent per annum, to be payable monthly and to be included in the monthly installments hereinabove provided for. And upon the payment of each of said installments the same shall be applied first to the payment of interest accrued, and the balance to the principal of said note. And the said note providing for ten per cent additional on the amount of principal and interest then due as attorney's fees, if said note is placed in the hands of an attorney for collection, or in case suit is brought on the same, and failure to pay said note or any installment on the same, or the interest thereon when due, shall at the option of the holders, mature the above described note.

Have GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto C. R. Flournoy, of Travis County, in the State of Texas, all that certain lot, tract or parcel of land lying and being situate in the City of Austin, County of Travis



**DECLARATION  
OF  
CHERRY LANE CITY HOMES CONDOMINIUMS**

**ARTICLE 1.  
SUBMISSION: DEFINED TERMS**

Section 1.1 Submission of Real Estate. SPRING BRANCH INVESTMENTS, INC., a Texas corporation ("**Declarant**"), the owner in fee simple of the real estate described in Section 2.2 located in Travis County, Texas, hereby submits the real estate, together with all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the "**Property**") to the provisions of Chapter 82 of the Texas Property Code, known as the Texas Uniform Condominium Act (the "**Act**").

Section 1.2 Defined Terms. Each capitalized term not otherwise defined in this Declaration, the Plat (as herein defined) and the Plans (as herein defined) shall have the meanings specified or used in the Act.

**ARTICLE 2.  
NAMES: DESCRIPTION OF REAL ESTATE**

Section 2.1 Names.

2.1.1 Condominiums. The name of the Condominiums is **CHERRY LANE CITY HOMES CONDOMINIUMS**.

2.1.2 Association. The name of the Association is CHERRY LANE CITY HOMES CONDOMINIUMS OWNERS ASSOCIATION, INC., a Texas non-profit corporation.

Section 2.2 Property. The Condominiums are located in Travis County, Texas. The real estate of the Condominiums is described as follows:

Lot 202, TARRY-TOWN 3, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume 3, Page 231 of the Plat Records of Travis County, Texas.

**ARTICLE 3.**  
**THE ASSOCIATION**

Section 3.1 Authority. The affairs of the Condominiums shall be managed and administered by the Association. Each Owner of a Unit, upon becoming a Unit Owner, shall be a member of the Association and shall remain a member for the period of such Unit Owner's ownership of a Unit. The Association shall have all rights, powers and duties of, and shall constitute and be, the "Association," as that term is used in the Texas Uniform Condominium Act. The Association shall have the right, power, and obligation to provide for the maintenance, repair and replacement of the General Common Elements, to the degree and in the manner as provided in the Act, except as and to the extent otherwise provided in this Declaration, the Bylaws and the rules and regulations of the Association. The Association shall not be responsible for the maintenance, repair and replacement of the Units or for any maintenance obligations of the Unit Owners as provided herein. The business and affairs of the Association shall be managed by its board of directors (the "**Board**").

Section 3.2 Powers.

3.2.1 The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Condominiums.

3.2.2 The Association may assign its future income, including its rights to receive Common Expense assessments, only by the affirmative vote of all of the Unit Owners of both of the Units at a meeting of the Association called for that purpose, or by written instrument executed by all of the Unit Owners of both of the Units.

Section 3.3 Election of Directors. The bylaws of the Association shall provide that two members of the Board shall be the Unit Owners of Unit "A" (as designated herein) or such Unit Owner's or Owners' designee; and that the other two members of the Board shall be the Unit Owners of Unit "B" (as designated herein) or such Unit Owner's or Owners' designee.

**ARTICLE 4.**  
**UNITS**

Section 4.1 Definition of Units. A "Unit" shall mean one of the enclosed spaces that consists of one or more rooms in the Building and that has a direct exit to a Common Element as shown on the Plat. The individual ownership of each Unit shall further include the interior construction, appliances, fixtures, and improvements that are intended to serve exclusively such Unit, such as floor coverings or finish, closets, cabinets, shelving, individual bathroom and kitchen fixtures, plumbing and appliances, individual lighting and electrical fixtures, and other separate items of personal property exclusively serving such Unit, any of which may be removed, replaced,

disposed of, or otherwise treated without affecting any other Unit or the ownership, use or enjoyment thereof. The individual ownership of each Unit shall further include the air conditioning compressor with respect to such Unit, together with all pipes, ducts, electrical wiring, conduits, and any other equipment connected thereto constructed on a pad or slab installed or constructed outside the Building for the purpose of supporting such air conditioning compressor, together with such pad or slab. A Unit Owner shall not be deemed to own the perimeter walls, interior room walls, partitions, structural components, floors, ceilings, and roof located within the perimeter boundaries of the Unit Owner's Unit or surrounding the Unit Owner's Unit, nor shall such Unit Owner be deemed to own the utilities running through the Unit which are utilized for, or serve, more than one Unit, except as a tenant in common with the other Unit Owner.

Section 4.2 Number of Units. The number of Units in the Condominiums is two (2). The Declarant reserves no right to create additional Units.

Section 4.3 Identification of Units. The identification letter of each Unit is shown on the Plat or Plans or both.

Section 4.4 Unit Boundaries. The boundaries of each Unit are located as shown on the Plat and Plans. The interior of the exterior walls, the interior of the party wall dividing the Units within the Building, the floors and the ceilings are designated as the perimeter boundaries of a Unit. Each Unit includes a garage. The actual physical boundaries of said Unit shall be conclusively presumed to be its proper boundaries, regardless of settling, rising or lateral movement of the Building in which such Unit is located and regardless of variances between boundaries shown on the Plat and the actual boundaries of the Building.

## **ARTICLE 5.**

### **LIMITED COMMON ELEMENTS**

Section 5.1 Limited Common Elements.

5.1.1 "**Limited Common Element**" means a portion of the Common Elements designated in this Declaration and the Plat and/or the Plans for the exclusive use by one of the Units.

5.1.2 The portions of the Property described on the Plat and/or Plans; porches; the fenced side or rear yards; the unfenced side and front yards; and the sidewalks to each Unit as reflected thereon, in addition to any shutters, awnings, window boxes, doorsteps, stoops, exterior doors and windows or other fixtures designed to serve a single unit, but located outside the Unit's boundaries (including the air conditioning equipment, compressors and pads as provided in Section 4.1) are designated as Limited Common Elements.

Section 5.2 Allocation of Reserved Limited Common Elements. The Declarant does not reserve the right to allocate specified areas which constitute a part of the Common Elements as Limited Common Elements for the exclusive use of the owners of Units to which these specified areas shall become appurtenant.

Section 5.3 Allocation of Specified Common Elements. Neither Declarant nor the Board may designate parts of the Common Elements from time to time for the exclusive use of one of the Unit Owners or by nonowners.

## **ARTICLE 6. ALLOCATED INTERESTS**

Section 6.1 Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association allocated to each Unit are set forth in Exhibit "A".

Section 6.2 Determination of Allocated Interests. The interests allocated to each Unit have been calculated as follows:

6.2.1 with respect to the undivided interest in Common Elements, on the basis of the number of Units;

6.2.2 with respect to the percentage of liability for Common Expenses, on the basis of the number of Units; and

6.2.3 with respect to the number of votes in the Association, on the basis of the number of Units.

Section 6.3 Co-Owned Units. If a Unit is owned by more than one Unit Owner, any one of such Unit Owners shall be entitled to vote or act on behalf of all of the Unit Owners of such Unit, without the joinder of the other Unit Owners and which vote or action shall be deemed to be the unanimous vote or action of all such Unit Owners, unless all of the Unit Owners of such Unit shall have designated in writing prior to such vote or action one or more of such Unit Owners, or a third party by proxy, who shall be authorized to vote or act on behalf of such Unit Owners. A copy of such written designation or proxy shall be filed with the Board before any such vote may be cast. Absent such written designation or proxy, if only one of the Unit Owners of a Unit is present at a meeting of the Association, that person may cast the vote or votes allocated to that Unit, and if more than one of the Unit Owners of a Unit is present, the vote allocated to that Unit may, at the request of any of such Unit Owners, or in the event of disagreement among such Unit Owners shall, be divided in equal parts among such Unit Owners. Multiple Unit Owners are deemed to be in unanimous agreement if one of the multiple Unit Owners casts the vote(s) allocated to a Unit and none of the other Unit Owners makes a prompt protest to the person presiding over the meeting.

**ARTICLE 7.**  
**RESTRICTIONS ON USE, ALIENATION, AND OCCUPANCY**

Section 7.1. Residential Use and Occupancy Only. Subject to the Special Declarant Rights reserved by the Declarant, all Units and the Common Elements shall be used for residential purposes only. The foregoing restriction as to use for residential purposes shall not, however, be construed in such manner as to prohibit a Unit Owner from (i) maintaining the Unit Owner's personal, professional library, (ii) keeping the Unit Owner's personal business or professional records or accounts, (iii) handling the Unit Owner's personal business or professional telephone calls or correspondence, or (iv) renting or leasing the Unit Owner's Unit in compliance with this Declaration, the Bylaws of the Association and the Rules.

Section 7.2. Restrictions on Alienation. A Unit may not be leased or rented for a term of less than sixty (60) days. All lease agreements shall be in writing, shall be subject to the reasonable requirements of the Board, and a fully executed copy of any lease agreement shall be provided to the Board prior to the occupancy by a tenant of a Unit.

Section 7.3. Rules. The use, occupancy, leasing, sale, maintenance, repair, replacement, modification and appearance of all Units and the Common Elements shall be subject to regulation in accordance with the rules and regulations (the "Rules") as adopted by the Board from time to time.

Section 7.4. Common Elements. The Common Elements are intended for use for the purposes of: affording pedestrian access to the Units, and providing for the beautification of the Property through landscaping and such other means as shall be deemed appropriate. No part of the Common Elements shall be obstructed or damaged so as to interfere with its intended use or for its maintenance and operations; no part of the Common Elements shall be used for general storage purposes, nor shall anything be done on the Common Elements in any manner which shall increase the rate for hazard and liability insurance covering said area and improvements situated thereon.

Section 7.5. Use Restrictions. The use of the Property by the Unit Owners shall be subject to the following restrictions:

7.5.1 No unsafe, noxious, offensive, or illegal activity, or odor is permitted on the Property. No activity shall be conducted on the Property which in the judgment of the Board might reasonably be considered as annoying to neighbors of ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the Property for quality of living. No flashing lights shall be allowed. No person may do anything that will increase insurance rates for the Condominiums without the prior written consent of the Board or which may cause such improvements to be uninsurable or which may cause any policy to be canceled, or suspended or materially modified by the issuing company.

7.5.2 Except for barbecue grills, no exterior fires are permitted. Barbecue grills may not be operated on any balcony, patio or otherwise within 5 feet of any Building.

7.5.3 Unit Owners and occupants of Units shall refrain from playing radios, televisions, stereos, and other electrical or mechanical devices so loud that they may be heard outside their Unit or through the party walls separating the Units. Doors and windows must be shut when playing televisions, stereos and similar sound equipment at sound levels objected to by any Unit Owner, tenant, or management representative. Yelling or loud talking outside is prohibited. The volume of any exterior speakers and any radios, televisions and stereos played outside a Unit shall be kept to a reasonable level.

7.5.4 Dogs, cats, fish, birds and other household pets may be kept in Units only in strict compliance with the Rules. Except for birds and fish, no more than two animals may be kept in a Unit. Animals may not exceed 75 pounds in weight, except for guide animals for disabled persons. Animals may not make excessive noise. Animals may not be bred for commercial purposes. Animals must not be left alone in a Unit between 12:00 a.m. and 6:00 a.m. Dogs must be kept on a leash when outside a Unit. Leashes may not be tied to objects and must be held by a person who can control the dog at all times. Animals may not be left alone outside a Unit in an unfenced area. Unit Owners of Units where an animal is housed have the responsibility to immediately clean up after such animals have defecated within the General Common Elements, or outside balconies, patios, or enclosed portions of the Units. If an animal or Unit Owner is in violation of these restrictions, the Declarant or Board may remove the animal from the Property and place the animal with the local humane society.

7.5.5 The Unit Owner of a Unit and the pet owner are both jointly liable to all other Unit Owners and their respective families, guests, tenants and invitees for injury and all damage caused by any animals brought on the Property or kept in a Unit by a Unit Owner or members of the Unit Owner's family, tenants or guests -- with or without permission of the Board. Neither the Board nor the Association shall have any liability for any injury or damage caused by any animal brought upon the Property or kept in a Unit, with or without the permission of the Board, by a Unit Owner or the Unit Owner's family, tenants or guests.

7.5.6 Signs, other than "for sale" or "for rent" signs, are absolutely prohibited and may not be exhibited anywhere on the Property, including from the interiors of the Units.

7.5.7 No foil or other material objectionable in the reasonable judgment of the Board shall be placed in or next to any window or sliding glass door. Burglar bars that may be seen from the outside are prohibited.

7.5.8 No property may be stored temporarily or permanently on balconies, patios, sidewalks, walkways, or parking areas or other General Common Elements. Garage sales and estate sales are not allowed.

7.5.9 Garage doors shall remain closed at all times except when opened for vehicle entry or exit or for working in the garage. At all times, garages must have working garage doors and door openers.

7.5.10 Except in an emergency when a vehicle is inoperable, no vehicle may be worked on outside of a garage or in a garage that has the garage door open. Otherwise, vehicles must be serviced or repaired off the Property. Vehicles which have expired license

plates, expired inspection stickers, flat tires or which are obviously inoperable due to missing parts are prohibited and shall be removed from the Property at the Unit Owner's expense.

7.5.11 Parking of vehicles and motorcycles in grass areas, dirt areas, flower beds or sidewalks is prohibited. Unit Owners and occupants shall park vehicles in their respective garages and/or parking spaces whenever possible. No Unit Owner or occupant shall park, store, operate or keep within or adjoining the Property any commercial-type vehicle, truck, van, motorcycle, motorbike, motor scooter, recreational vehicle (e.g. camper unit, motor home, trailer, boat, mobile home, golf cart), or other similar vehicle unless same is kept solely within the garage of such Unit Owner's Unit and such vehicle physically will be fully enclosed in the garage so that the garage door can close.

7.5.12 No vehicles may be parked or unattended in such a manner as to block the passage of other vehicles on the streets or fire lanes or in driveways to Units. No vehicle shall be left parked and unattended, in the street, along the curb, or in driveway areas in such a manner as to prevent the ingress and/or egress of emergency vehicles (i.e., fire, EMS) or service vehicles (i.e., refuse trucks). No inoperable vehicle may be stored on the Property except within a garage.

7.5.13 The Board may adopt parking regulations and restrictions to resolve unanticipated parking problems, provided they are not in conflict with the Declaration.

7.5.14 Unit Owners and occupants who have vehicles with anti-theft systems shall not allow the alarms or horns to go off and disturb other persons in the Property for more than three minutes; and any vehicle violating the three-minute rule shall be deemed to be illegally parked and subject to immediate towing, without prior notice to the vehicle owner or operator, by the Association under the Texas towing statutes. The Association may, without liability to the owner or operator of the vehicle, cut or disconnect any power source to such alarm or horn to avoid having to tow the vehicle.

7.5.15 Vehicles parked in violation of Association rules may be removed and stored without permission of the vehicle's owner or operator. Notice and removal shall be in accordance with statutory requirements. A Unit Owner is liable for all costs of towing illegally parked vehicles of the Unit Owner, and the Unit Owner's family, guests or tenants.

7.5.16 The Association does not have responsibility for providing dumpsters or garbage or trash collection. Each Unit Owner shall provide for its garbage and trash collection.

7.5.17 The Association does not have responsibilities for pest control inside Units. However, the Association shall have the right to enter and exterminate a Unit, at the expense of the Unit Owner of such Unit, if the Unit Owner's failure to control pests inside such Unit Owner's Unit is adversely affecting other Units.

7.5.18 Only satellite dishes less than thirty inches (30") in diameter located on the rear one-third (1/3) of the Building will be installed anywhere on the Project unless

applicable law requires otherwise and then only in strict accordance with rules and regulations promulgated by the Board.

7.5.19 Except with the written consent of the other Unit Owner, no Unit Owner or other person shall make any alteration, modification, or improvement to the General Common Elements, including additional lighting, awnings, covers, or other devices may be added to the General Common Elements; and no structure, equipment, or object may be removed from the General Common Elements by any Unit Owner or other person. Each Unit Owner shall be entitled to construct or place such improvements, including without limitation, patio covers, decks, pools, gardens and recreational equipment, within the fenced yards comprising the Limited Common Elements allocated to such Unit Owner's Unit without the consent of the other Unit Owner, but the Unit Owner of Unit A shall not be entitled to construct or place such improvements, including without limitation, patio covers, decks, pools, gardens and recreational equipment, within the front yard comprising one of the Limited Common Elements of Unit A without the consent of the Unit Owner of Unit B.

7.5.20 A Unit Owner who is having a Unit or other structure worked on, repaired, or remodeled shall take reasonable and necessary precautions to prevent damage to the Common Elements caused by construction companies, workmen, suppliers, or service companies working on or delivering materials to or removing materials from the work site in the Unit Owner's Unit. Such Unit Owner shall be liable to the Association for any damages to the Common Elements and for costs of cleaning up or replacing property in the Common Elements destroyed or damaged by such construction companies, workmen, suppliers, or service companies. Such Unit Owner shall be liable to the respective Unit Owners for any damage to another Unit Owner's Unit and for any costs of cleaning up or replacing property which may be destroyed or damaged by such construction companies, workmen, suppliers, or service companies and the Association shall have the right to repair such damage at the Association's expense, in which event the cost of repair shall be owed to the Association by the Unit Owner who caused the damage or whose construction company, workmen, suppliers, or service company caused the damage.

7.5.21 While on the Property, no person may violate any criminal laws, health codes or other applicable laws. No tampering with water, lighting, sprinklers, or other Common Elements equipment is allowed.

7.5.22 The General Common Elements may only be used by Declarant (during construction of Units), Unit Owners, and their tenants, family, and guests.

7.5.23 Leasing of units is allowed only if: (i) all leases are in writing and are subject to the provisions of this Declaration and the Rules, (ii) a copy of the then-current Rules is provided by the Unit Owner to the Unit Owner's tenant at the beginning of the lease term, and (iii) the Unit is not leased for hotel or transient purposes or for less than 30 days.

**ARTICLE 8.**  
**EASEMENTS AND LICENSES**

The easements or licenses of record to which the Condominiums are presently subject are as set forth on **Exhibit B** attached hereto. The Condominiums are subject to any matters that are apparent on the Property, and may be subject to other easements or licenses hereafter granted by the Declarant pursuant to this Declaration. In addition, Declarant hereby imposes upon, and grants to the Owner of Unit A, as well as the electric service provider, the right of access in and across the side and rear yard comprising one of the Limited Common Areas allocated to Unit B to the electric meters and panels located on the side of Unit B, and to the extent necessary, imposes upon, and grants to the Owner of Unit B, as well as the water service provider, the right of access in and across the front yard comprising one of the Limited Common Areas allocated to Unit A to the water meter located in or near said front yard.

**ARTICLE 9.**  
**AMENDMENT OF DECLARATION**

Section 9.1 **Permitted Methods**. Except as otherwise provided in this Declaration, in addition to the methods permitted in the Act, an amendment to this Declaration must be adopted by written agreement executed by the all of the Unit Owners of both of the Units.

Section 9.2 **Required Approval by Unit Owner or First Mortgagee**. Notwithstanding anything contained herein to the contrary, no amendment to this Declaration may be made which materially and adversely affects the interest of any Unit Owner or the holder of a first lien mortgage or deed of trust on a Unit, without the written consent of such Unit Owner or the holder of a first lien mortgage or deed of trust on such Unit. Such material and adverse amendments include, but are not limited to, affect the following:

- voting rights;
- increases in assessments, assessment liens, or the priority of assessment liens;
- reductions in reserves for maintenance, repair, and replacement of Common Elements;
- responsibility for maintenance and repairs;
- reallocation of interests in the General or Limited Common Elements, or rights to their use;
- redefinition of Unit boundaries, or subdivision of Units;
- convertibility of Units into Common Elements or vice versa;
- expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium;
- hazard or fidelity insurance requirement;
- restrictions on the leasing of Units;
- restrictions on a Unit Owner's right to sell or transfer his or her Unit;

- a decision by the Association to establish self-management;
- restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in this Declaration;
- procedures for amendment or termination of this Declaration;
- any provisions that expressly benefit mortgage holders, insurers, or guarantors.

Section 9.3 The Declarant, until both of the Units are conveyed to third parties, and thereafter the Board, may amend this Declaration by instrument duly signed, acknowledged and filed for record, for the sole purpose of having this Declaration comply with financing eligibility requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Federal Housing Administration, or comparable federal or state agencies.

## **ARTICLE 10**

### **ADDITIONAL POWERS OF BOARD**

Section 10.1 Eviction of Tenant. The Board may bring an action to evict a tenant of a Unit Owner of a Unit (i) when the tenant violates this Declaration, or the Bylaws of the Association, or the Rules, or (ii) when the Unit Owner fails to pay the Association for the costs of repairs to any Common Elements that are substantially damaged by such Unit Owner's tenant.

Section 10.2 Board May Collect Rent. The Board may collect rents from a tenant of a Unit Owner who is at least sixty (60) days' delinquent in the payment of any amount due to the Association.

## **ARTICLE 11**

### **PLAT AND PLANS**

Attached to this Declaration as Exhibit "C" and Exhibit "D," respectively, are the plat of the Condominiums (the "**Plat**") and the plans for the Condominiums (the "**Plans**").

## **ARTICLE 12**

### **RECONSTRUCTION AFTER LOSS**

In the event of a casualty to the Condominiums, the Association shall rebuild or repair the Condominiums in accordance with Section 82.111(i) of the Act.

**ARTICLE 13**  
**SPECIAL DECLARANT RIGHTS AND DEVELOPMENT RIGHTS**

Section 13.1 Special Declarant Rights. The Declarant reserves the following Special Declarant Rights:

13.1.1 the right to maintain sales offices, management offices, leasing offices, and models in any of the Units owned by the Declarant;

13.1.2 the right to maintain signs on the Condominiums to advertise Units in the Condominiums for sale; and

13.1.3 the right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration.

Section 13.2 Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument signed by the Declarant, any Special Declarant Right may be exercised by the Declarant at any time prior to the date on which the last of the Units has been conveyed by Declarant to a third party.

**ARTICLE 14**  
**INTEREST RATE**

Section 14.1 Interest on Delinquent Assessments. In the event of default in the payment of any monetary obligation to the Association, a Unit Owner shall be obligated to pay interest on the principal amount, from the due date, at a rate to be determined, from time to time, by the Board, not to exceed the maximum permitted by law.

Section 14.2 Default Interest Rate. If the Board shall refuse or fail, from time to time, to determine a rate of interest, the rate of interest shall be twelve percent (12%) per annum.

**ARTICLE 15**  
**MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON ELEMENTS**

Section 15.1 Limited Common Elements. The Unit Owner of a Unit to which any Limited Common Elements described herein and in the Plat and/or Plans are allocated shall be responsible for the maintenance, repair and replacement of those Limited Common Elements, at such Unit Owner's sole cost and expense. The Unit Owners of a Unit shall be entitled, at such Unit Owner's sole cost and expense, to install such improvements, including without limitation, patio covers, decks, pools, gardens, storage buildings, recreational equipment, landscaping and lighting, within the fenced side or rear yards comprising a portion of the Limited Common Elements allocated to

such Unit Owner's Unit as such Unit Owner may determine, but the Unit Owner of Unit A shall not be entitled to install such improvements within the front yard comprising a portion of the Limited Common Elements allocated to such Unit Owner's Unit without the prior written consent of the other Unit Owner. The Unit Owners shall each be obligated for the maintenance, repair and utility costs for such lighting or landscaping, including the obligation for the costs associated with the irrigation system and the costs of water, within both the fenced side and rear yards and the unfenced side and front yards comprising portions of the Limited Common Elements allocated to each Unit Owner's Unit, and shall be responsible for the cost of the mowing of grass within all such yards. Without limiting the generality of the foregoing, the Unit Owner of Unit A shall be responsible for maintaining all plants, grass, ground cover and other landscaping in the front yard in a neat and attractive condition and in substantially the same or better condition as it was initially installed, including without limitation, trimming, pruning, mowing, removal of leaves, trash and other debris and replacement of diseased or dead plants. All landscaping shall be regularly watered and maintained, and grass must be mowed on a regular basis.

Section 15.2 General Common Elements. Each Unit Owner shall be responsible for the cost of the routine maintenance, upkeep (including painting) and repairs as and when appropriate of the exterior walls, windows, doors and other exterior elements of the portion of the Building located immediately outside and forming the boundary of such Owner's Unit. The Association shall be responsible for all maintenance, repairs and replacements of the roof, foundation and structural elements of the Building (other than the exterior walls) and all other General Common Elements, including without limitation, maintaining and repairing the fences enclosing the rear yard and a portion of the side yard of the Limited Common Elements allocated to each of the Units, as common expenses; and shall further be responsible for all non-routine, major repairs and replacements of exterior walls, windows, doors and other exterior elements of the Building.

Section 15.3 Units. Each Unit Owner shall maintain and keep in repair the interior of such Unit Owner's Unit and the features thereof, including sheetrock and paneling, of the perimeter walls, floors and ceilings, windows, and other such elements consisting of paint, wallpaper, and other such finishing material. All lines, fixtures and equipment, including, without limitation, the electrical, plumbing, heating and air conditioning systems, water heater and built-in or free standing appliances installed within the Unit shall be maintained and kept in repair by the Unit Owner thereof. Without limitation on the generality of the foregoing, a Unit Owner shall maintain and keep in good repair (and replace, if so required) any fire or smoke alarms or security system, the electrical and plumbing lines, the air conditioning compressor, fans, ductwork, heating unit and cooling coils, utilized in and for his Unit, as well as other fixtures appurtenant to such Unit which are situated within or installed into or on the Limited Common Element such as an air conditioning compressor, together with all pipes, wiring, ducts, and other equipment appurtenant thereto. Each Unit Owner shall have an easement and right of access to such systems, lines, air conditioning compressor, pipes, ducts, electrical wiring, conduits, and any other equipment installed or constructed outside such Owner's Unit for the purpose of performing such maintenance, repair or replacement. A Unit Owner shall be obligated to repair and replace promptly any broken or cracked exterior windows, doors, or glass forming a boundary of such Unit, subject to the other Unit Owner's right to control the exterior finish and color of the doors. Pipe leaks which are due to breaks, faulty connections, freeze damage, overflows, nails, or protrusions into pipes or appliances

which exclusively serve the Unit Owner's Unit and which are the maintenance responsibility of the Unit Owner shall be repaired by the Unit Owner. Such Unit Owner shall be responsible for any damages and cost of repairs to other Units or Common Elements due to such leaks only if such Unit Owner or Unit Owner's family, guests, tenants, agents, or contractors are negligent or otherwise at fault in causing the leak. Notwithstanding anything to the contrary contained in this Section, a Unit Owner when exercising his right and responsibility of repair, maintenance, replacement, or remodeling shall never alter in any manner whatsoever, the exterior appearance of the Condominiums or a Unit without the consent of the Association or other Unit Owner as required herein.

Section 15.4 Alterations. No Unit owner shall construct, alter, modify, add to, or otherwise perform any work whatever to or upon any of the General Common Elements, including the Building, without the prior written approval of the other Unit Owner, except for routine maintenance, repairs, replacements and/or repainting of the exterior walls that do not change the color of exterior paint or the color or type of materials of the roof or other exterior components of the Building. No Unit Owner shall construct, alter, modify, add to, repair, maintain or otherwise perform any work whatever on the exterior of the Building if said work changes the color or type of materials of the roof or exterior components of the Building or the color of paint, without the express prior written approval by the other Unit Owner. Any proposed construction, alteration, or modification shall be in harmony with the external design and location of the surrounding structures and topography. The Unit Owner proposing such work shall submit to the other Unit Owner a complete description, including plans and specifications if appropriate, showing the nature, kind, shape, size, materials, color, location, and any other information reasonably requested by the other Unit Owner for all proposed work. The Unit Owner receiving such description, or plans and specifications, shall have a period of thirty (30) days after receipt of such description, or plans and specifications, to give the Unit Owner desiring to perform such work written notice of approval of the proposed construction, alteration or modification that changes the color of exterior paint or the color or type of materials of the roof or other exterior components of the Building. If the Unit Owner receiving such description, or plans and specifications, does not give the Unit Owner desiring to perform such work written notice approving the proposed work, then the proposed construction, alteration or modification shall be deemed to have been disapproved, except repainting with the same color of exterior paint or repair or replacement of the same color or same type of materials of the roof or other exterior components of the Building. A Unit Owner shall not do any act or any work that will impair the structural soundness or integrity of the Units, the Building or Common Elements, without express prior written approval of the other Unit Owner, or in any event shall a Unit Owner impair any easement or appurtenance.

Section 15.5. Liability for Negligent Acts. If the need for maintenance or repair to any portion of the Condominiums, the Building, or other Common Elements is caused through the willful or negligent act of a Unit Owner, or the Unit Owner's family, guests, tenants or invitees and is not covered or paid for by insurance either on such Unit Owner's Unit or the Common Elements, the Unit Owner shall be responsible for the cost of such maintenance or repair and the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject.

Section 15.6 Right of Entry and Access. The Association and each Unit Owner shall have the right to have access to the Units from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the Common Elements, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to one or both of the Units, or for the performance of the obligations of the Association or a Unit Owner or the exercise of any right or remedy provided herein. The Association and each Unit Owner shall further have the right to enter either Unit for purposes of (1) inspection for utility leaks and frozen pipes, (2) prevention of water pipe freezing (by turning on heat or dripping faucets), and (3) protection of property rights and quiet enjoyment of the Unit Owners. If the Unit is unoccupied at the time such entry is needed for such purposes, only a locksmith may be used for gaining entry except in case of extreme emergency such as a fire. Emergency utility leaks may be repaired by the Association at the Unit Owner's expense without prior notice.

## ARTICLE 16

### LIEN FOR FAILURE TO MAINTAIN UNIT AND/OR COMMON ELEMENTS

Section 16.1 Unit Owner's Failure to Maintain. In the event a Unit Owner fails to maintain, repair or replace the Limited Common Elements allocated to such Unit Owner's Unit as provided in Section 15.1 above, or maintain, repair or repaint the portion of the exterior of the Building for which such Unit Owner is responsible under Section 15.2 above, or maintain or repair any damage for which the Unit Owner is responsible under Section 15.5 above, the Association may enter any Unit or Limited Common Elements as may be necessary, after giving at least three (3) days prior written notice to the Unit Owner and occupant of the Unit, to perform such maintenance, repair or replacement, and the expenses incurred by the Association in connection with such maintenance and repair work conducted thereon shall be a personal obligation of the Unit Owner of the affected Unit; shall constitute a lien upon such Unit; and shall be enforced in the same manner and to the same extent as provided under Section 82.113 of the Act.

Section 16.2 Association's Failure to Act. In the event the Association fails:

16.2.1 to enter and repair the Limited Common Elements allocated to a Unit, to maintain, repair or repaint the exterior of the Building or maintain or repair damage after the Unit Owner fails to maintain, repair or replace such Limited Common Elements as provided in Section 16.1 above, the other Unit Owner may (but shall have no obligation to), after giving notice to defaulting owner, perform such maintenance, repair or replacement, and the expenses incurred by the repairing owner in connection with such maintenance and repair work conducted thereon shall be a personal obligation of the defaulting Unit Owner, shall constitute a lien upon such Owner's Unit in favor of the repairing Unit Owner, and may be enforced by the repairing Unit Owner in the same manner and to the same extent as provided under Section 82.113 of the Act and Section 51.002 of the Texas Property Code, as if such lien and foreclosure rights were granted to such repairing Unit Owner thereunder; and

16.2.2 to maintain, repair or replace the General Common Elements, either Unit Owner may (but shall have no obligation to), after giving notice to other Unit Owner, perform

such maintenance, repair or replacement, and one-half (1/2) of the expenses incurred by the repairing Unit Owner in connection with such maintenance and repair work conducted thereon shall be a personal obligation of the other Unit Owner, shall constitute a lien upon such Owner's Unit in favor of the repairing Unit Owner, and may be enforced by the repairing Unit Owner in the same manner and to the same extent as provided under Section 82.113 of the Act and Section 51.002 of the Texas Property Code, as if such lien and foreclosure rights were granted to such repairing Unit Owner thereunder.

## **ARTICLE 17** **INSURANCE**

Section 17.1 Purchase of Insurance. Commencing upon the first conveyance of any Unit to a Unit Owner other than the Declarant, the Association shall obtain and maintain, as a Common Expense assessment, insurance coverage required pursuant to and in accordance with Section 82.111 of the Act and such additional coverage as the Association deems appropriate; provided, that both Unit Owners may agree that the Unit Owners shall provide the insurance coverage required by said Section 82.111 of the Act with respect to the Building and other Common Elements, in which event, the Association shall be named as an additional insured and each Owner shall be designated as the "insurance trustee" for the Association with respect to such Owner's policy.

Section 17.2 Insurance Policies. Insurance policies shall provide:

17.2.1 each Unit Owner, and the Association, if applicable, is an insured person under the policies with respect to liability arising out of the Unit Owner's ownership of an undivided interest in the Common Elements or membership in the Association;

17.2.2 any right of subrogation of the issuer of the insurance against individual Unit Owners and the Association is waived;

17.2.3 such policy is primary insurance if at the time of a loss under the policy any Unit Owner has other insurance covering the same property covered by the policy; and

17.2.4 no action or omission by any Unit Owner, unless validly exercised on behalf of the Association, will void the policy or be a condition to recovery under the policy.

Section 17.3 Unit Owner's Insurance. A Unit Owner shall be responsible for obtaining and maintaining, at such Owner's sole cost and expense, insurance covering all alterations, betterments and improvements to such Owner's Unit and all other personal property located therein and not being part of the Common Elements or the Building. Nothing herein shall be deemed or construed as prohibiting a Unit Owner, at such Owner's sole cost and expense, from obtaining and maintaining such further and supplementary insurance coverages as the Owner may deem necessary or appropriate.

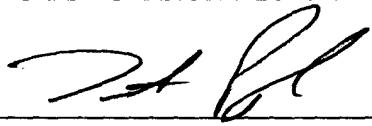
**ARTICLE 18**  
**DISPUTE RESOLUTION; MEDIATION**

Section 18.1 Negotiation. Subject to the provisions hereof and the Act, in the event of any controversy, dispute, claim, question or disagreement arising out of or relating to this Declaration or the breach thereof, the parties to such controversy, dispute, claim, question or disagreement shall use their best efforts to settle such controversy, dispute, claim, question or disagreement. Towards that end, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all parties.

Section 18.2 Mediation. To the extent allowed by the Act and applicable Texas law, if the parties to any controversy, dispute, claim, question or disagreement do not reach a negotiated solution within a period of thirty (30) days after the dispute arises, then upon notice by any party to the other parties, such controversy, dispute, claim, question or disagreement shall be submitted to mediation before resort to binding litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute, who shall share the cost of the mediation services equally.


7<sup>th</sup> IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this day of December, 2006.

**SPRING BRANCH INVESTMENTS, INC.**

By:   
Tim Pugh, President

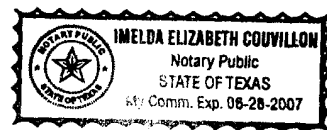
THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on the 7<sup>th</sup> day of December, 2006, by Tim Pugh, as President of SPRING BRANCH INVESTMENTS, INC., a Texas corporation, on behalf of said corporation.

  
NOTARY PUBLIC, State of Texas

**AFTER RECORDING, PLEASE RETURN TO:**

**R. Alan Haywood**  
**Graves, Dougherty, Hearon & Moody**  
**P.O. Box 98**  
**Austin, Texas 78767**



**EXHIBIT "A"**

**TABLE OF INTERESTS**

	<b>Undivided Interest in Common Elements</b>	<b>Common Expense Percentage</b>	<b>Number of Votes</b>
<b>BUILDING 1, UNIT A</b>	<b>50.0%</b>	<b>50.0%</b>	<b>1</b>
<b>BUILDING 1, UNIT B</b>	<b><u>50.0%</u></b>	<b><u>50.0%</u></b>	<b><u>1</u></b>
<b>TOTAL</b>	<b>100.0%</b>	<b>100.0%</b>	<b>2</b>

## **EXHIBIT "B"**

The Condominiums are subject to all matters that are apparent on the Property, and the following, to the extent the same are still in force and effect and applicable to the Property:

1. Restrictions, setbacks, easements and other matters reflected on the plat recorded in Volume 3, Page 231 of the Plat Records of Travis County, Texas.
2. Restrictive covenants and other matters set out in instruments recorded in Volume 529, Page 596 and Volume 623, Page 71, respectively, of the Deed Records of Travis County, Texas.
3. Public Utility Easement five (5) feet in width along the rear property line as shown on the Plat recorded in Volume 3, Page 231 of the Plat Records of Travis County, Texas.
4. Building setback requirements of thirty (30) feet along the front property line as set out in instruments recorded in Volume 529, Page 596 and Volume 623, Page 71, respectively, of the Deed Records of Travis County, Texas.



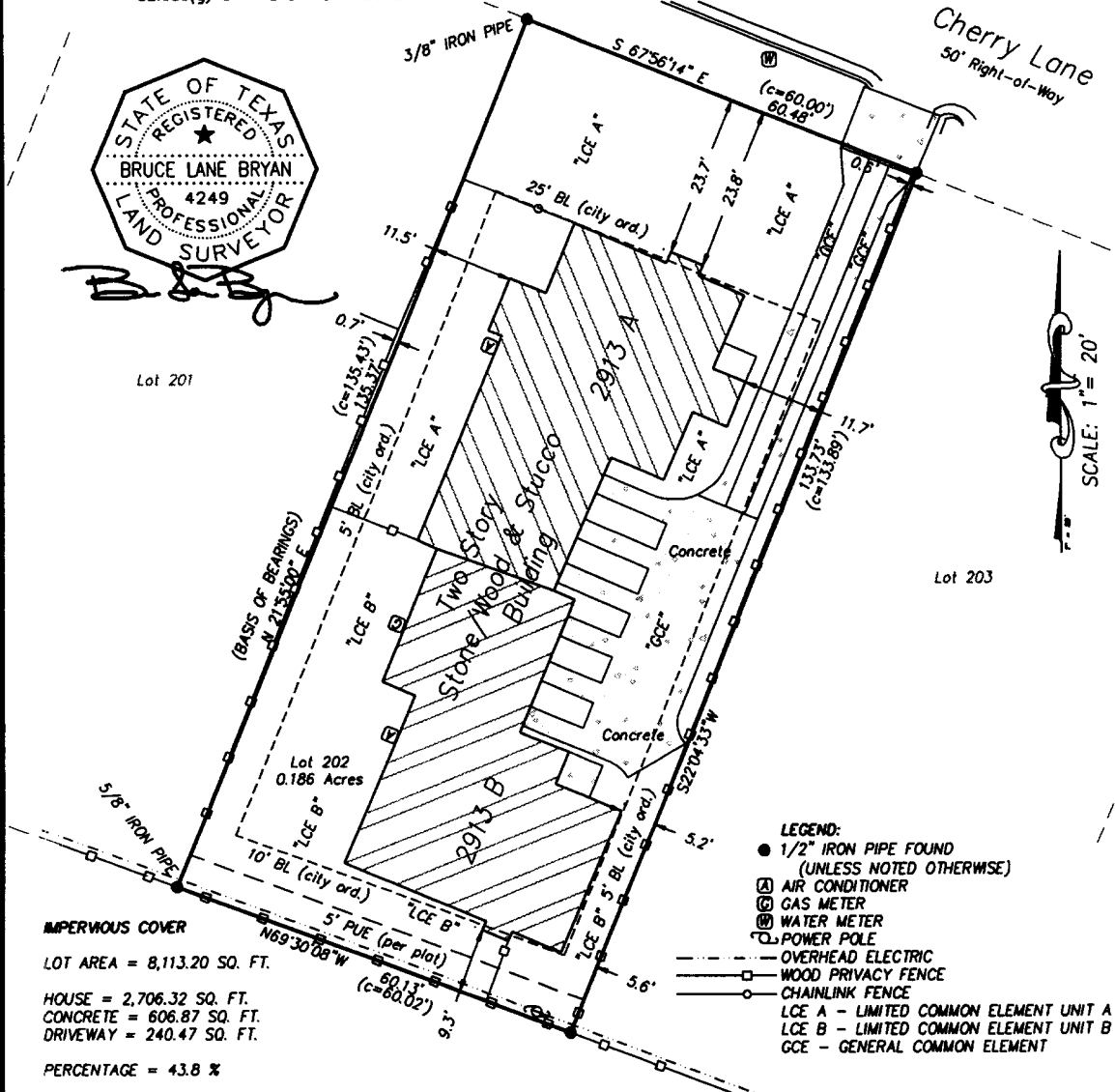
# CHERRY LANE CITY HOME CONDOMINIUMS

THIS SURVEY IS INTENDED TO SERVE AS THE PLAT OF THE CHERRY LANE CITY HOME CONDOMINIUMS, LOCATED ON LOT 202, TARRY TOWN 3, A SUBDIVISION IN TRAVIS COUNTY, TEXAS ACCORDING TO THE MAP OF PLAT THEREOF RECORDED IN VOLUME 3, PAGE 231, OF THE PLAT RECORDS OF TRAVIS COUNTY TEXAS, AND CONTAINS ALL OF THE INFORMATION REQUIRED FOR THE PURPOSE OF COMPLIANCE WITH CHAPTER 82.059(b), 82.059(c) AND 82.059(g) OF THE UNIFORM CONDOMINIUM ACT OF THE TEXAS PROPERTY CODE.



*B. L. Bryan*

Lot 201



IMPERVIOUS COVER  
 LOT AREA = 8,113.20 SQ. FT.  
 HOUSE = 2,706.32 SQ. FT.  
 CONCRETE = 606.87 SQ. FT.  
 DRIVEWAY = 240.47 SQ. FT.  
 PERCENTAGE = 43.8 %

THIS IS TO CERTIFY THAT, ON THIS DATE, A TRUE AND ACCURATE SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION OF PROPERTY LOCATED AT NO. 2913A & 2913B CHERRY LANE IN TRAVIS COUNTY, TEXAS, DESCRIBED AS FOLLOWS: LOT 202, TARRY TOWN 3, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 3, PAGE 231 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

**FLOOD NOTE:**

THE PROPERTY DEPICTED HEREON IS / IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE FLOOD AREA BEING IDENTIFIED ON F. I. R. M. PANEL NO. 48453 C0295E EFFECTIVE 6-16-93 LOCATED IN ZONE "X".

**NOTE:**

THIS TRACT IS SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RIGHT TO CREATE ADDITIONAL PUBLIC UTILITY EASEMENTS, IF ANY, ACROSS SUBJECT PROPERTY AS SHOWN IN 3/231, PRTC, 529/596, 623/71, DRTC.

RE: SPRING BRANCH INVESTMENT, GF# 002502254, PROJ. NO. 05-477

**SURVEYORS CERTIFICATE**

THE PLAT SHOWN HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN, ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

DATE: OCTOBER 25, 2006

N:\AUTOCAD\PROJECT DRAWINGS\2005 DRAWINGS\2005\05-477 FINAL\_2.dwg 11/22/2006 11:00:19 AM CST

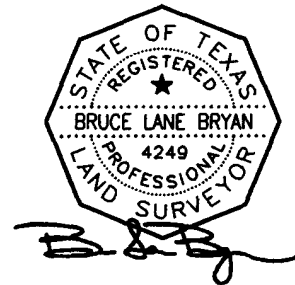
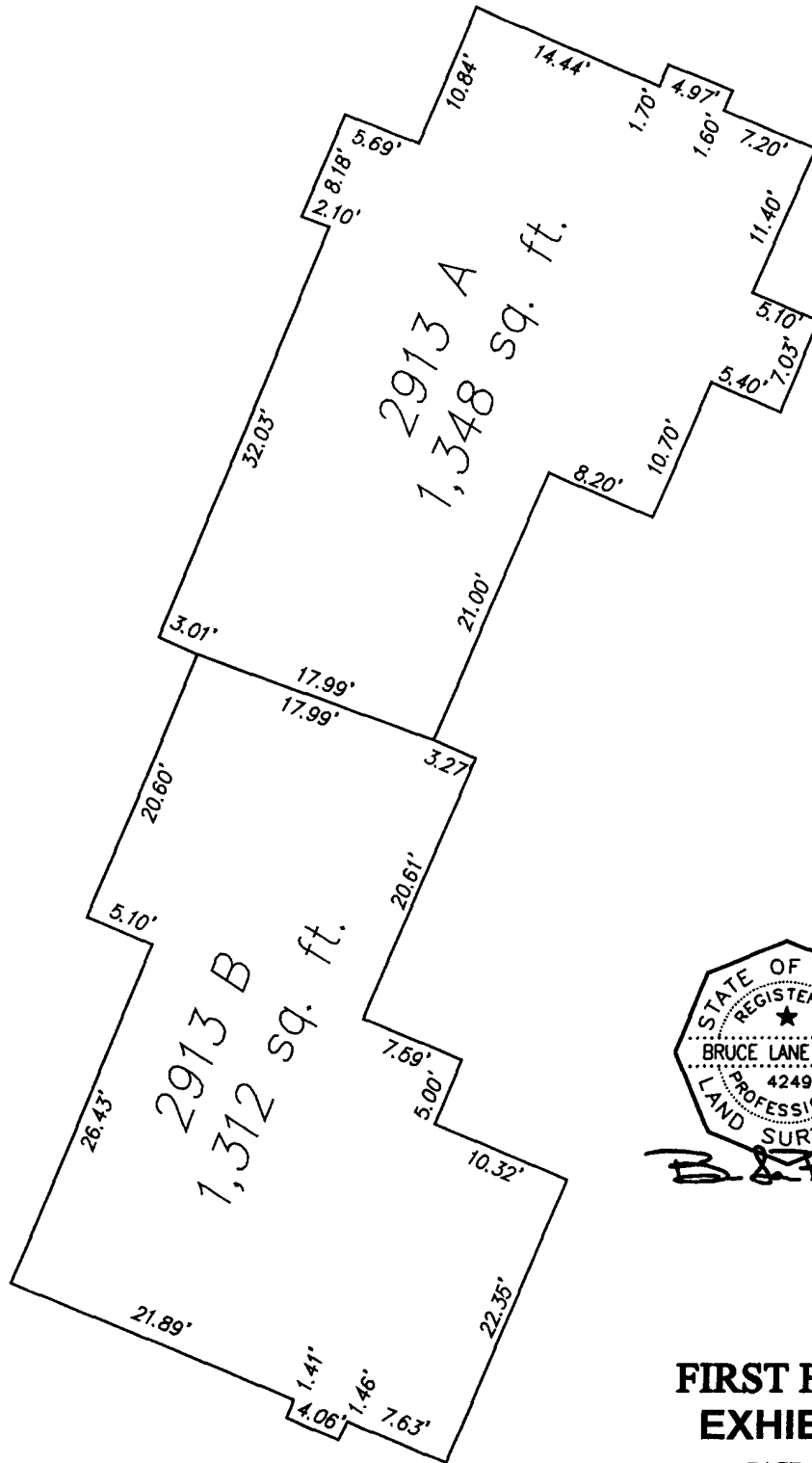
## EXHIBIT C

**BRYAN TECHNICAL SERVICES, INC.**  
 P. O. BOX 1371  
 TAYLOR, TEXAS 76784  
 512-365-2524  
 512-365-2526 (Fax)  
 surveying@btsia.tx.com



# CHERRY LANE CITY HOME CONDOMINIUMS

THIS PAGE IS INTENDED TO SERVE AS PART OF THE PLANS OF THE CHERRY LANE CITY HOME CONDOMINIUMS, LOCATED ON LOT 202, TARRY TOWN 3, A SUBDIVISION IN TRAVIS COUNTY, TEXAS ACCORDING TO THE MAP OF PLAT THEREOF RECORDED IN VOLUME 3, PAGE 231, OF THE PLAT RECORDS OF TRAVIS COUNTY TEXAS, AND CONTAINS ALL OF THE INFORMATION REQUIRED FOR THE PURPOSE OF COMPLIANCE WITH CHAPTER 82.059(b), 82.059(c) AND 82.059(g) OF THE UNIFORM CONDOMINIUM ACT OF THE TEXAS PROPERTY CODE.



## FIRST FLOOR EXHIBIT D

PAGE 1 OF 2



( IN FEET )  
1 inch = 10 ft.

**BRYAN TECHNICAL SERVICES, INC.**  
 P. O. BOX 1371  
 TAYLOR, TEXAS 76374  
 512-365-2524  
 512-365-2526 (Fax)  
 surveying@mstn.tx.com



**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2006 Dec 07 10:56 AM 2006234262

BENAVIDESV \$100.00

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.

CONDOMINIUM MANAGEMENT CERTIFICATE

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

2



CERTIF 2006243961  
2 PGS

- Name of Condominium Property:** Cherry Lane City Homes Condominiums.
- Name of Condominium Association:** Cherry Lane City Homes Condominiums Owners' Association, Inc., a Texas non-profit corporation
- The location of the Condominium:** 2913 Cherry Lane, Austin, Texas 78703.
- The recording data for the Declaration:** Declaration of Cherry Lane City Homes Condominiums, a Condominium, recorded on November \_\_\_, 2006, under Document No. 2006 \_\_\_ in the Official Public Records of Travis County, Texas.
- The mailing address of the Association:** 1804 West 36th Street, Austin, Texas 78731.
- Other information the Association considers appropriate:** None.

Signed this 13<sup>th</sup> day of ~~November~~, 2006  
December 13

**CHERRY LANE CITY HOMES CONDOMINIUMS OWNERS' ASSOCIATION, INC.,**

By: [Signature]  
Tim Pugh, President

THE STATE OF TEXAS §

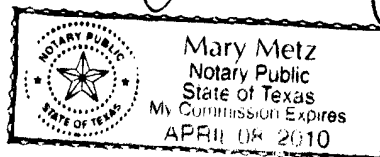
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 13<sup>th</sup> day of ~~November~~, December 2006, by Tim Pugh, President of CHERRY LANE CITY HOMES CONDOMINIUMS OWNERS' ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.

NOTARY PUBLIC State of Texas

**AFTER RECORDING, PLEASE RETURN TO:**

**R. Alan Haywood  
Graves, Dougherty, Hearon & Moody  
401 Congress Avenue, Suite 2200  
Austin, Texas 78701**



**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2006 Dec 21 03:43 PM 2006243961

GUERREROR \$20.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS



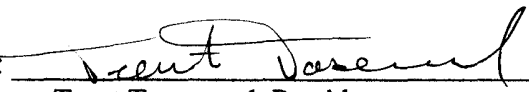
**STATEMENT OF CHANGE TO  
CONDOMINIUM MANAGEMENT CERTIFICATE**

THE STATE OF TEXAS :  
:  
COUNTY OF TRAVIS :

1. The name of condominium property is CHERRY LANE CITY HOMES CONDOMINIUMS.
2. The name of Condominium Association is CHERRY LANE CITY HOMES CONDOMINIUMS OWNERS' ASSOCIATION, INC.
3. The Condominium Management Certificate for the Cherry Lane City Homes Condominiums is recorded under Document No. 2006243961 in the Official Public Records of Travis County, Texas.
4. The mailing address of the Association as reflected in the Condominium Management Certificate is 1804 West 36<sup>th</sup> Street, Austin, Texas 78731.
5. The mailing address of the Association is hereby changed to **2913A Cherry Lane, Austin, Texas 78703.**

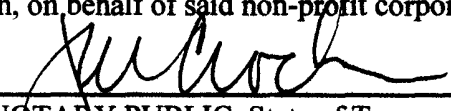
Signed this 31 day of August, 2007.

**CHERRY LANE CITY HOMES CONDOMINIUMS  
OWNERS' ASSOCIATION, INC.**

By:   
Trent Townsend, President

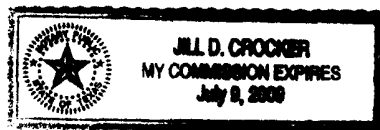
THE STATE OF TEXAS :  
:  
COUNTY OF TRAVIS :

This instrument was acknowledged before me on the 31<sup>st</sup> day of August, 2007, by Trent Townsend, President of CHERRY LANE CITY HOMES CONDOMINIUMS OWNERS' ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.

  
NOTARY PUBLIC, State of Texas

**AFTER RECORDING RETURN TO:**

R. Alan Haywood  
Graves, Dougherty, Hearon & Moody  
P.O. Box 98  
Austin, Texas 78767-0098  
rahaywood\A21585.1\Change Managemt Certif.1.doc 08/13/07



**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2007 Sep 14 04:46 PM 2007172162

FERGUSONLL \$20.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

