ST JOHN'S COLLEGE ADDITION

A SUBDIVISION OF A 44.08 AC TRACT OF LAND BEING A PART OF THE JAMES P WALLACE LEAGUE IN TRAVIS COUNTY, TEXAS, AND BEING LOT NO. 14 OF THE FITZHUGH SUBDIVISION OF THE WALLACE LEAGUE, THE JOHN APPLEGATE SURVEY, AND OF THE WILLIAM WILKS LABOR, AS RECORDED IN PLAT BOOK "I" PAGE 108, OF TRAVIS COUNTY PLAT RECORDS.

STATE OF TEXAS } KNOW ALL MEN BY
COUNTY OF TRAVIS } THESE PRESENTS
That I Sophia [illegible] respective owner of the tract described in Plat Book I, Page 108 of Travis Co [illegible] above plat as my subdivision of [illegible] acres in Plat 14 tract of land of the [illegible] John Applegate survey and of [illegible] being lot No 14 of the Fitzhughs Subdivi[illegible] and set apart for public use as streets [illegible] as far as my interest may appear. Witness my hand this [illegible] day of A[illegible]

Sophia [illegible]
Sophia

STATE OF TEXAS } Before me, the [illegible]
COUNTY OF TRAVIS } [illegible] in and for said [illegible] day personally appeared Sophia [illegible] to me to be the person whose name [illegible] going instrument, and acknowledged [illegible] the same for the purposes and con[illegible] Given under my hand and seal of [illegible] May, A. D. 1939

(Notary Seal) Chas [illegible]
Notary Public in [illegible]

APPROVED BY CITY PLAN

Date 6/23/39 [illegible]

Date 6/23/39 [illegible]

Date 6/23/39 [illegible]

APPROVED FOR ACCEPT[illegible]

Date 5-5-39 [illegible]
J E Motheral, [illegible]

Scale 1" - 200 Ft. Su[illegible]
O = I.P. Corners (C[illegible]

EASEMENTS
An easement of 7 ft is reserved for Public Utilities on the back side of all lots of St. John's College Addition

ROY SLAUGHTER
Vol 456, Page 144

A B DEEN
Vol 13e Page 507

J C. ATKINSON
Vol 247 Page 13

BETHUNE AVENUE
CARVER AVENUE
BENNETT AVENUE
WHEATLEY AVENUE
DELMAR AVENUE
STACKSON AVENUE
WILKS AVENUE
ST JOHN'S AVENUE
BOOKER AVENUE
ATKINSON ROAD

BLOCK 28 · BLOCK 27 · BLOCK 22 · BLOCK 21 · BLOCK 20 · BLOCK 19 · BLOCK 14 · BLOCK 13 · BLOCK 12 · BLOCK 11 · BLOCK 6 · BLOCK 5 · BLOCK 4
BLOCK 26 · BLOCK 23 · BLOCK 18 · BLOCK 15 · BLOCK 10 · BLOCK 7 · BLOCK 2
BLOCK 25 · BLOCK 24 · BLOCK 17 · BLOCK 16 · BLOCK 9 · BLOCK 8 · BLOCK 1

MIDDLE FISKVILLE ROAD
TO AUSTIN
DELMAN AVENUE
STACKSON AVENUE
COUNTY RD 15

Filed for record June 29 A. D 1939, at 11 A. M
Recorded July 3 A. D. 1939, at 5:30 P. M.

ST. JOHN'S COLLEGE ADDITION

ON OF A 44.08 AC. TRACT OF LAND BEING A PART OF THE JAMES P. WALLACE LEAGUE IN NTY, TEXAS, AND BEING LOT NO. 14 OF THE FITZHUGH SUBDIVISION OF THE WALLACE ST. JOHN APPLEGATE SURVEY, AND OF THE WILLIAM WILKS LABOR, AS RECORDED IN 1 PAGE 108, OF TRAVIS COUNTY PLAT RECORDS.

ROY SLAUGHTER
Vol. 936, Page 141

J. C. ATKINSON
Vol. 247, Page 93

BETHUNE AVENUE
CARVER AVENUE
BENNETT AVENUE
DELMAR AVENUE
BLACKSON AVENUE
WILKS AVENUE
ST. JOHN'S AVENUE
BOOKER AVENUE
ATKINSON ROAD
BLOCK
MIDDLE FISKVILLE ROAD TO AUSTIN
DELMAR AVENUE
BLACKSON AVENUE
COUNTY ROAD

STATE OF TEXAS }
COUNTY OF TRAVIS }

KNOW ALL MEN BY THESE PRESENTS:
That I, Sophie Wendlandt, a widow, and real active owner of the above described tract of land, recorded in Plat Book 1, Page 108 of Travis County Plat Records, hereby adopt this plat as my subdivision of ST. JOHN'S COLLEGE ADDITION, being a 44.08 Ac. tract of land of the James P. Wallace League, the John Applegate Survey, and of the William Wilks Labor, and being lot 14 of the Fitzhugh Subdivision, and I hereby designate and set apart for public use as streets, the streets shown thereon, as far as my interest may appear.
Witness my hand this — day of April, A. D. 1939.

Sophie Wendlandt
Sophie Wendlandt

STATE OF TEXAS }
COUNTY OF TRAVIS }

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Sophie Wendlandt, a widow, 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.
Given under my hand and seal of office this 1st. day of May, A. D. 1939.

(Notary Seal) Chas. Wendlandt
Notary Public in and for Travis County, Texas

APPROVED BY CITY PLAN COMMISSION.

Date: 6/23/39 W. T. Fuessling
Date: 6/23/39 B. J. Rupert
Date: 6/23/39 C. A. Schutze

APPROVED FOR ACCEPTANCE

Date: 5-5-39 J. E. Motheral
J. E. Motheral, City Engineer

Scale 1" = 200 ft.
⊙ = I. P. Corners.

Surveyed 1939 by
(Seal) C. Howard
Licensed Civil Engineer

EASEMENTS
An easement of 3 ft. is reserved for Public Utilities, on the back side of all lots of St. John's College Addition.

Filed for record June 29, A. D. 1939, at 11 A. M.
Recorded July 3, A. D. 1939, at 5:30 P. M.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Jan 10, 2020 12:59 PM Fee: $ 158.00
2020004541
Electronically Recorded

Prepared in the Office of:
Julie Alexander Law, PC
www.AustinCondoLaw.com

DECLARATION OF CONDOMINIUM REGIME

7208 Bethune Condominiums
7208 Bethune Avenue, Austin, Texas 78752

STATE OF TEXAS
COUNTY OF TRAVIS

Preamble

This Declaration of Condominium Regime for the 7208 Bethune Condominiums ("Declaration") is dated to be effective on January 10, 2020, in Travis County, Texas, by Greater Austin Builders, LLC, a Texas limited liability company ("Declarant"), whose mailing address is 6249 West State Highway 29, Bertram, Texas 78605.

Recitals

1. Declarant is the owner of all of the real property, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property that is located at **7208 Bethune Avenue, Austin, Texas 78752,** in Travis County (the "Property"), more particularly described in **Exhibit A**, which is attached and incorporated by reference.

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

3. The Property constitutes a condominium project (the "Project") within the meaning of TUCA. The formal name of the Project is "**7208 Bethune Condominiums.**"

4. Declarant intends and desires to establish by this Declaration a plan of ownership for the Project. The plan consists of individual ownership of residential condominium units (the "Units"), and an interest in the real property on which the Units are located. The Project shall be divided into no more than two (2) Units.

5. The Declarant intends to impose on the Project mutually beneficial restrictions for the benefit of all Units and the persons who own those Units (the "Owners"). The Declarant further intends, in accordance with the terms set forth herein, that the Owners will govern the Project by means of an organization of Owners (herein the "Association"), as more particularly set forth herein. The formal name of the Association is the "**7208 Bethune Condominium Association**."

6. The Units and other areas of the Project are more particularly described in **Exhibit B**, which are attached and incorporated by reference. The Owners each have an undivided interest in the remaining property of the Project (referred to as the "Common Elements"), which is also more particularly described in **Exhibit B**. **Exhibit B** sets forth the Limited Common Elements of each Unit and the allocation to each Unit of: (a) a percentage of undivided interests in the Common Elements, (b) a percentage of responsibility for the Common Expenses of the Association, (c) a percentage of votes in the Association, (d) a percentage that each Unit is of the entire Project, and (e) a percentage of responsibility for any property taxes assessed against the Project in its entirety, including but not limited to assessments made in the year in which this Declaration is recorded.

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

Article 1 - Definitions

1.01. **Association.** *Association* means the **7208 Bethune Condominium Association**, a non-profit corporation organized under the Texas Business Organizations Code for the management of the Project, the membership of which consists of all of the Owners in the Project.
1.02. **Bylaws.** *Bylaws* mean the Bylaws of the Association and amendments to the Bylaws that are or shall be adopted by the Members of the Association.
1.03. **Certificate.** *Certificate* means the Certificate of Formation of the Association that is or shall be filed in the Office of the Secretary of State of the State of Texas.
1.04. **Common Elements.** *Common Elements* mean all elements of the Project except the separately owned Units, and includes both General and Limited Common Elements.
1.05. **Common Expenses.** *Common Expenses* means and excludes the following:

a) all reasonable expenses incurred by the Association for promoting the health, safety, welfare and recreation of the Owners of the Units and in particular for the administration and management, ownership, maintenance, operation, repair,

replacement, or improvement of and addition to agreed upon Common Elements, if any;

b) all reasonable expenses for the shared fence on the dividing line of the Limited Common Elements of the Units, if any, shall be an expense of the Unit Owners to be shared equally by the Units (each Unit shall pay fifty-percent (50%)), and shall not be considered a Common Expense. Any fencing, perimeter walls, retaining walls, rock walls, or other walls on the perimeter of a Unit's Limited Common Elements or within a Unit's Limited Common Elements, with the exception of the shared fencing described above, shall be considered a part of a Unit's Limited Common Elements and as such the sole responsibility of the Unit Owner, and shall **not** be considered a Common Expense of the Association;

c) all reasonable expenses arising from the shared liability insurance policy in the name of the Association as described in 3.08 below, shall be paid by the Owners as set forth in Section 3.10 below, shall be an expense of the Unit Owners to be shared equally by the Units (each Unit shall pay fifty-percent (50%)), and shall **not** be considered a Common Expense of the Association;

d) all reasonable expenses arising from or associated with any utility service installations that are located on the Property and serve both Units, if any; and

e) all other reasonable expenses declared to be Common Expenses by provisions of this Declaration or by the other Documents.

1.06. **Condominium.** *Condominium* means the **7208 Bethune Condominiums**.

1.07. **Declarant.** *Declarant* means owner of the Project and its successors and assigns.

1.08. **Declarant Control Period.** *Declarant Control Period* means the period until the Declarant initially sells one Unit.

1.09. **Declaration.** *Declaration* means this Declaration of Condominium Regime for the **7208 Bethune Condominiums** and all that it contains.

1.10. **Development Period.** *Development Period* means the period lasting until the Declarant initially sells both Units.

1.11. **Documents.** *Documents* means the Declaration, the Certificate of Formation, Bylaws of the Association and Rules of the Association.

1.12. **General Common Elements.** *General Common Elements* mean all the Common Elements except the Limited Common Elements.

1.13. **Limited Common Elements.** *Limited Common Elements* mean the Common Elements allocated for the exclusive use of one or more but less than all of the Units.

1.14. **Majority.** *Majority* means fifty-one percent (51%) or more.

1.15. **Manager.** *Manager* means the person or corporation, if any, appointed by the Members to manage the Project.

1.16. **Member(s).** *Member(s)* means any person that is an Owner of a Unit within the Project and therefore is also a member of the Association.

1.17. **Owner(s).** *Owner(s)* means any person that owns a Unit within the Project. Ownership shall be determined by the grantee(s) as set forth on the recorded warranty deed conveying any Unit.

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

1.19. **Project or Property.** *Project or Property* means the entire parcel or the Property described in **Exhibit A**, including the land, all improvements and structures on the Property, and all easements, rights, and appurtenances belonging to the Property that are divided or are to be divided into Units to be owned and operated as a Condominium. The Project shall be divided into no more than two (2) Units.

1.20. **Rules.** *Rules* mean and refer to the Rules and Regulations for the Project adopted by the Members pursuant to this Declaration.

1.21. **Unit.** *Unit* means an individual condominium unit, as described below in Section 2.02. Each Unit shall consist of all improvements within the allocated areas, which are shown on the survey of the Property attached hereto as **Exhibit E**. The actual physical boundaries of a 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 survey and the actual boundaries of any building.

In the Documents, the Units shall be described as follows: Unit 1 with a City of Austin address of 7208 Bethune Avenue, Austin, Texas 78752, and such Unit may be referred to in the Documents and other sources as Unit 1, Unit A, Building 1, or the Property address; Unit 2 with a City of Austin address of 7208 Bethune Avenue, Austin, Texas 78752, Building 2, and such Unit may be referred to in the Documents and other sources as Unit 2, Unit B, or Building 2.

Article 2 – The Property

2.01. **Property Subject to Declaration.** All the real property described in **Exhibit A** to this Declaration, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property (referred to as the "Property") shall be subject to this Declaration.

2.02. **Exclusive Ownership and Possession; Description of Unit.** Each Owner shall be entitled to the exclusive ownership and possession of the Owner's Unit, as further set forth in **Exhibit E**. Any Unit may be jointly or commonly owned by more than one Person. No Unit may be subdivided. The boundaries of each Unit shall be and are the exterior surfaces of the perimeter walls, bearing walls and columns, exterior doors and windows, foundation and roof. The underlying foundation, exterior halls, stairways, walkways, entrances and exits, shutters, awnings, doorsteps, porches, balconies, patios, decks, terraces, garages, carports, exterior doors, exterior windows, sheds and outbuildings are specifically made a part of each Unit. Any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture that is partially within and partially outside the designated boundaries of a Unit, but serves that Unit is specifically made a part of that Unit. Each Unit shall additionally include all interior floors, and interior walls and ceilings. All lath, furring, sheetrock, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting part of the finished surfaces are a part of each Unit. **Declarant does not warrant or guaranty that the Units are soundproof or that sounds and/or vibrations may not be transmitted between the Units**. An Owner shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior and exterior surfaces of the walls, floors, ceilings, windows, and doors bounding the Owner's Unit, and any other changes allowed in this Declaration or the Rules and Regulations.

2.03. **Changes to a Unit or Common Elements.** During the Development Period, Declarant shall have the right to make any changes to the General Common Elements, if any, the interior or exterior of a Unit owned by Declarant, including but not limited to changes to the style, design, size or color, and/or the Limited Common Elements of a Unit owned by Declarant. After the expiration of the Development Period, changes to a Unit or Unit's Limited Common Elements not specifically allowed in this Declaration may be made by a Unit Owner with written consent of the other Unit Owner. All changes to a Unit or Unit's Limited Common Elements are subject to the restrictions in this Section, Section 5.01, and as otherwise set forth in this Declaration.

(a) **Changes to Interior of Unit and Limited Common Elements**. Each Unit Owner shall have the exclusive right to change the interior of his or her Unit and shall be entitled to make changes to his or her Unit's Limited Common Elements as allowed in this Section, Section 5.01 and otherwise set forth in this Declaration.

(b) **Changes to Exterior of Units**. Subject to the restrictions of Sections 2.04, 5.01, 5.02 below, and as otherwise contained herein, each Owner shall be entitled to the exclusive right to change the interior and exterior style, size, shape, color or design of his or her Unit, including but not limited to changes to the Unit, Limited Common Elements of a Unit, decks, porches, walkways, driveways, and/or landscaping. Such change to a Unit or Limited Common Elements may be done through remodeling to increase the square footage of a Unit, remodeling of the existing space of a Unit, tearing down and constructing a new Unit, or other allowable means. Any addition of square footage to a Unit shall not alter a Unit Owner's percentage ownership or voting rights as otherwise set forth in this Declaration or other Documents.

(c) **Compliance with City of Austin Ordinances and Prohibition Against Interference with Water Flow and Drainage.** Any change to a Unit or Common Element shall be in compliance with all applicable city, county, state or other laws, ordinances and/or codes, and the Unit Owner or Association is required to obtain a City of Austin permit for any change to a Unit or Common Element that requires a permit. Furthermore, any alteration or improvement to a Unit or a Unit's Limited Common Elements shall not interfere with the drainage systems and drainage design of the Project, and they shall not impede or alter the natural flow of drainage and/or surface run-off water on the Project. Declarant shall not be responsible for damages, including but not limited to flooding, pooling of water, and/or erosion resulting from any Owner's alterations, changes and/or improvements to a Unit or a Common Element.

(d) **Shared Fencing.** If one does not exist, any Unit Owner may erect a fence on the dividing line of any Limited Common Elements, or within their Limited Common Elements, as set forth in Exhibit E. Declarant discourages the installation of fencing in drainage areas, and any fencing in drainage areas shall have a minimum of 24 inches of open wire at the bottom, which is regularly cleaned and cleared of debris. If on the dividing line of a Limited Common Element, each Unit Owner must agree on the style and/or type of fence to be erected, and such agreement must not be unreasonably withheld. If the Unit Owners are unable to agree on a style and/or type of fence, any style or type of fence currently existing on the Property shall be considered reasonable and shall be allowed. If the Unit Owners agree to erect a fence on a dividing line of the Limited Common Elements, the costs and expenses of the

construction of such a fence shall be borne equally by each Unit. If the Unit Owners do not agree to erect a fence, the Unit Owner desiring to erect the fence shall bear the costs and expenses of the construction of such a fence, however, the Unit Owner erecting the fence shall have the exclusive right to construct the fence so that he or she receives the benefit of the construction and has the most preferable side of the fence facing his or her Unit.

(e) **Access.** A Unit Owner shall be allowed reasonable access to the other Unit's Limited Common Elements for access to any utility controls or meters, and any purpose reasonably related to construction of fencing, a remodel, alteration or addition to a Unit or Limited Common Element, including but not limited to access for permitting, surveying, inspections, access to utilities, and /or the drafting of plans.

2.04. **Allocation of Remaining Impervious Cover, Building Coverage, FAR and Building Size.** The Unit Owners understand that the total amount of impervious cover, building coverage, floor area ratio ("FAR"), and building size on the Property ("Allocations") is limited by the ordinances and regulations of the City of Austin in place at the time of permitting, and that the total percentage of allowable Allocations may increase or decrease over time. The total amount of Allocations allowed on the Property under City of Austin Codes and ordinances at any time (the "Allocated Remaining Coverage and Size") is hereby allocated between the Units as follows:

Unit 1: Fifty Percent (50%)
Unit 2: Fifty Percent (50%)

Declarant makes no representations, warranties, promises or guaranties about the amount of impervious cover, building coverage, FAR and/or building size used or remaining, if any, on the Property. Each Unit Owner is responsible for making an independent determination as to existing and remaining Allocations prior to or at the time of requesting any permit on the Property. Each Unit shall be allowed to utilize up to the above percentages of Allocated Remaining Coverage and Size of the total allowed remaining Allocations, if any, at the time of any permitting relating to alterations, additions, improvements and/or construction to a Unit or a Unit's Limited Common Elements by a Unit Owner, provided that any such alteration, addition, improvement and/or construction shall be subject to the terms, conditions and approvals as provided in Section 2.03 above.

2.05. **Disclosure Regarding Future Permitting.** Each Owner understands that the permitting of remodels, improvements, reconstruction, repairs and other similar activities on the Units as allowed or required in the Documents, will likely require the cooperation of the Owners of both Units, and as such the Owners of both Units specifically agree to use their best efforts of cooperation related to the obtaining of such permits. The City of Austin will likely consider the Property one lot for future permitting purposes, as a condominium regime is not a re-subdivision of the Property into two or more lots. The City of Austin may have permitted the structures and improvements differently from their use and/or Unit designations in this Declaration. If an Owner desires or needs to obtain a permit from the City of Austin or other governing agency for remodels, improvements, reconstruction, repairs and/or other similar activities on his or her Unit,

the Owners shall use their best efforts to cooperate in the preparation (to the extent information about a Unit and/or approval by an Owner is needed by the other Unit Owner for the permit) and execution of any documentation required to obtain such permits, and each Unit Owner specifically agrees to consent and execute any documents evidencing such consent if consent of a Unit Owner is required for any work to a Unit allowed under these Documents. The cost and expense of the permits and any related documentation shall be the sole responsibility of the Owner seeking the permit. Any Owner obtaining a permit from the City of Austin shall provide a copy of such permit to the other Owners.

2.06. **Common Elements.** Each Owner shall be entitled to an undivided interest in the Common Elements, and obligated for the Common Expenses of the Association, in the percentages expressed in **Exhibit B**. The percentage of the undivided interest of each Owner in the Common Elements, as expressed in **Exhibit B**, shall have a permanent character and shall not be altered without the consent of all Owners, expressed in an amended, duly recorded Declaration. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it pertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though the interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Elements in accordance with the purpose for which they are intended as long as the lawful rights of the other Owners are not hindered or encroached upon.

2.07. **Exclusive Use of Limited Common Elements.** Each Owner shall be entitled to the exclusive use of the Common Elements designated as Limited Common Elements and assigned to his or her Unit, as further set forth in **Exhibits B and E**.

2.08. **Partition of Common Elements.** The Common Elements, both General and Limited, shall remain undivided and shall not be the object of an action for partition or division of ownership so long as the Property remains a Condominium Project. In any event, all mortgages must be paid prior to the bringing of an action for partition or the consent of all mortgagees must be obtained.

2.09. **No Parking in Common Elements.** No vehicle may be parked, even temporarily, in another Unit's Limited Common Elements.

2.10. **Nonexclusive Easements.** The easements in this Article shall be appurtenant to and shall pass with the title to each Unit and shall be subordinate to the exclusive easements granted elsewhere in this Declaration, as well as to any rights reserved to the Association to regulate time and manner of use, and to perform its obligations under this Declaration.

2.11. **Access Easement.** The Association hereby grants to every Owner, an easement in, on, and over the Common Elements (including the Limited Common Elements of any Unit) for the purpose of constructing, installing, repairing, replacing, or maintaining necessary utilities, meters, lines, services, fixtures, equipment and maintenance of portions of the exterior of any Unit not accessible through its own Limited Common Elements. Each Owner, in accepting the deed to a Unit, expressly consents to such easement. Additionally, present easements and/or restrictions exist on the Property, as more fully described in **Exhibits D and E**.

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

2.13. **Allocation of Reserved General Common Elements.** As indicated on the **Exhibit E,** all of the Common Elements have been allocated as either General Common Elements or Limited Common Elements to a Unit. Therefore, there are currently no reserved General Common Elements, and no portion of the Condominium is reserved or may be further allocated as Limited Common Elements.

2.14. **Condemnation**. If any Unit or part of a Unit, or any portion of a Common Element is acquired by condemnation, the Section 82.007 of the Texas Property Code shall control.

Article 3 – Unit Owners' Association

3.01. **Association.** The Association, organized as a nonprofit corporation under the Texas Business Organizations Code, operating under the name **7208 Bethune Condominium Association**, is charged with the duties and vested with the powers prescribed by law and set forth in this Declaration and in the Association's Certificate of Formation and Bylaws.

3.02. **Membership.** Membership in the Association is automatically granted to the Owner or Owners of each Unit in the Project. On the transfer of title to any Unit, the membership of the transferor automatically ceases and each new Owner becomes a Member.

3.03. **Voting Rights.** Each Unit in the Condominium is entitled to the following percentage of votes in the Association:
Unit 1: Fifty Percent (50%)
Unit 2: Fifty Percent (50%)
Each Owner within a Unit is entitled to an equal percentage of the Unit's voting percentage. For example, in the situation where each Unit is owned by an individual, each Owner shall be entitled to fifty percent (50%) of the vote; and in the situation where Unit 1 has one Owner and Unit 2 has two Owners, the Owner of Unit 1 has fifty percent (50%) of the vote and each Owner of Unit 2 has twenty-five percent (25%) of the vote. The votes cast by a Majority of the Owners shall control.

3.04. **Membership Meetings.** Meetings of the Members shall be called, held, and conducted in accordance with the requirements and procedure set forth in the Bylaws.

3.05. **General Powers and Authority.** The affairs of the Condominium shall be managed and administered by the Association. The Association shall have all of the rights, powers and duties established by the Texas Uniform Condominium Act ("TUCA"), which is codified in Chapter 82 of the Texas Property Code, as may be amended from time to time, as well as the powers of a

nonprofit corporation established under Texas law, subject only to the limitations contained in this Declaration and in the other Documents. The Association shall have the right, power, and obligation to provide for the maintenance, repair and replacement of the General Common Elements, if any, to the degree and in the manner as provided in the Texas Property Code, except as and to the extent otherwise provided in this Declaration and the other Documents. The Association shall not be responsible for the maintenance, repair and replacement of the Units or the Limited Common Elements allocated to a Unit, or for any maintenance obligations of the Unit Owners as provided herein. The Association may perform all acts that may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by this Declaration. The powers of the Association shall include, but are not limited to, the following:

(a) The power to establish, fix, and levy assessments against Owners in accordance with the procedures and subject to the limitations set forth in this Declaration and the Documents.

(b) The right to discipline Owners for violation of any of the provisions of the Documents or Association Rules by suspension of the violator's voting rights or privileges for use of the Common Elements or by imposition of monetary penalties, subject to the following limitations:

i) The accused Owner must be given written notice of the violation or property damage, stating the amount of any proposed fine or damage charge and that the Owner may request a written hearing before the Members within thirty (30) days of the notice.

ii) The accused Owner must be given a reasonable time, by a date specified in the notice, to cure the violation and avoid the fine, unless the Owner was given notice and reasonable opportunity to cure a similar violation within the preceding twelve (12) months.

iii) The accused Owner must be given written notice of a levied fine or damage charge within thirty (30) days after the date of levy.

iv) Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Owner's violation.

3.06. **Members and Officers of the Association.** The affairs of the Association shall be managed by the Members. Provisions regulating the Members shall be set forth in the Bylaws of the Association. The Members shall appoint officers, who shall include a President, Secretary, and Treasurer, and such other officers as the Members may deem proper. Provisions regulating the officers shall be set forth in the Bylaws of the Association.

3.07. **Consent of Members.** Any provisions herein requiring the consent of the Members require the Majority consent of the Members, unless set forth specifically otherwise in the Declaration or Documents.

3.08. **Duties of the Association.** In addition to the duties delegated to the Association or its agents and employees elsewhere in these Documents, the Association shall be responsible for the following:

(a) The repair, maintenance or replacement of the items listed below and all General Common Elements, including but not limited to the following:

i) The shared fence on the dividing line of the Limited Common Elements of the Units, if any, subject to Section 1.05; and
ii) Utility service installations that are located on the Property and serve both Units, if any.

(b) Operation and maintenance of any General Common Elements. This duty shall include, but shall not be limited to, maintenance, repair, replacement and landscaping of General Common Elements, if any, as the Members shall determine are necessary and proper. In the event that there are no General Common Elements, the Association shall have no duty under this provision.

(c) Acquisition of and payment from the maintenance fund for the following:
i) Each Unit shall be responsible for reimbursing the Association for the cost of any water, sewage, garbage, gas, or other utility service incurred as a result of usage in a Unit or on the Limited Common Elements assigned to a Unit, if the Association is billed for any such service.
ii) Each Unit shall be responsible for reimbursing the Association for their portion of the cost of any Common Expense defined as such herein, or otherwise approved as such.
iii) If determined by the Members under Article 6 that the Association shall have a master insurance policy, a policy or policies of property insurance with extended coverage endorsement for the full insurable replacement value of the Units and insurable Common Elements insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage, payable as provided in Article 6 of this Declaration, or such other fire and casualty insurance policy or policies as the Members shall determine gives substantially equal or greater protection to the Owners and their mortgagees, as their respective interests may appear.
iv) As determined by the Members, a policy or policies insuring the Members, the officers of the Association, the Owners and/or the Association against any liability to the public or to the Owners and their tenants and invitees, incident to the ownership and/or use of the Project, including but not limited to a commercial general liability insurance policy, including medical payments insurance, in an amount not less than $1,000,000.00 per occurrence, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements or Units, covering the Units, all Limited Common Elements, and all General Common Elements. The limits and coverage shall be reviewed at least annually by the Members and varied at their discretion. The policy or policies shall be issued on a comprehensive liability basis and shall provide under the policy or policies that a Unit Owner shall not be prejudiced as respects his, her or their action against another named insured.
v) The services of personnel that the Members shall determine to be necessary or proper for the operation and maintenance of the Common Elements.

vi) Legal and accounting services necessary or proper for the operation of the Association or Common Elements or the enforcement of this Declaration or Documents.

(d) Drafting and recording of a Management Certificate not later than the 30th day after the date the Association has notice of a change in any information in a recorded certificate. Each Management Certificate must include:

i) the name of the Condominium;
ii) the name of the Association;
iii) the location of the Condominium;
iv) the recording data for the Declaration;
v) the mailing address of the Association, or the name and mailing address of the person or entity managing the Association.

3.09. **Property Taxes**. **Each Unit Owner understands that the taxing authorities may have already made appraisals and/or sent property tax bills for the year in which this Declaration is recorded, and as such there may be a delay in time prior to each Unit receiving a separate appraisal and/or property tax bill. Therefore, each Unit Owner shall be responsible for the payment of any and all property taxes that accrue for his or her Unit for his or her period of ownership that are billed to the Project, the Association, the Declarant or another Unit Owner.** If any tax bill is sent without individual Unit appraisals, then each Unit's obligation shall be the percentages as set forth in **Exhibit B**. If any Unit Owner fails to make timely payment of any property taxes for which he or she is obligated, that Unit Owner additionally has the responsibility and obligation to reimburse any third party, the Association or any other Owner who pays property taxes assessed to a Unit for a time period in which such Unit Owner owned the Unit, including but not limited to any penalties, late fees and/or interest assessed by a taxing authority. If the mortgage holder of any Unit mistakenly pays property taxes on an entire lot, and the other Unit Owner has not yet paid his or her property taxes for that year, then the Unit Owner who has not yet paid taxes shall pay his or her share of taxes directly to the Unit Owner who has overpaid.

3.10. **Cost of Insurance in the name of the Association.** All expenses arising from the liability insurance policy in the name of the Association, as described in 3.08 above, shall be an expense of the Unit Owners. The cost of this insurance policy shall be shared equally by the Units (each Unit shall pay fifty-percent (50%)), and shall be paid directly to the insurance provider by the Unit Owners within ten (10) days of the Association's receipt of a bill from the insurance provider. The cost of this insurance shall **not** be considered a Common Expense.

3.11. **Powers and Duties of the Members.** The Members shall act in all instances on behalf of the Association, unless otherwise provided by the Declaration. The Members shall have all of the powers, authority and duties permitted pursuant to the Texas Property Code necessary and proper to manage the business and affairs of the Association and Condominium, including specifically, but not limited to enforcement of the applicable provisions of this Declaration, the Bylaws, and any Rules of the Association.

3.12. **Limitations on Powers of Members.** Notwithstanding the powers set forth in Section 3.08 of this Declaration, the Members shall be prohibited from taking any of the following actions except with unanimous approval of the Members:

(a) Entering into: (i) a contract with a third person under which the third person will furnish goods or services for a term longer than one (1) year, except for a management contract approved by the Federal Housing Administration or Veteran's Administration; (ii) a contract with a public utility if the rates charged are regulated by the Public Utilities Commission, provided that the term shall not exceed the shortest term for which the utility will contract at the regulated rate; or (iii) prepaid casualty and/or liability insurance of not more than three (3) years duration, provided that the policy provides for short-rate cancellation by the insured.

(b) Paying compensation to officers of the Association for services rendered in the conduct of the Association's business, provided, however, that the Members may cause an officer to be reimbursed for expenses incurred in carrying out the business of the Association with a Majority vote of the Members.

Article 4 - Assessments

4.01. **Covenant to Pay.** Each Owner by the acceptance of the deed to such Owner's Unit is deemed to covenant and agree to pay to the Association the Regular and Special Assessments levied pursuant to the provisions of this Declaration. All moneys collected shall be put into a maintenance and/or reserve fund to be used to defray expenses attributable to the ownership, operation, and maintenance of the Common Elements incurred by the Association. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Elements or by abandonment of the Owner's Unit.

4.02. **Declarant's Covenant to Pay.** After the initial sale of a Unit, Declarant shall pay dues on any Declarant owned Unit.

4.03. **Payment of Assessments on Conveyance of Unit.** On the sale or conveyance of a Unit, all unpaid assessments against an Owner for the Owner's share in the expenses to which Sections 4.05 and 4.06 of this Declaration refer shall first be paid out of the sale price by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

(a) Assessments, liens, and charges in favor of the State of Texas and any political subdivisions of the State of Texas for taxes past due and unpaid on the Unit; and

(b) Amounts due under mortgage instruments duly recorded.

4.04. **Lien and Foreclosure for Delinquent Assessments.** The Association shall have a lien on each Unit for any delinquent assessments attributable to that Unit. The Association is authorized to enforce the lien through any available remedy, including non-judicial foreclosure pursuant to Texas Property Code Section 51.002. The Owners expressly grant to the Association a power of sale, through a trustee designated in writing by the Association, in connection with any such liens. The lien for the assessments provided for herein shall be subordinate to the lien of any recorded mortgage or mortgages granted or created by the Owner of any Condominium Unit to

secure the payment of monies advanced and used for the purpose of purchasing, repairing, reconstructing, and/or improving such Unit.

4.05. **Regular Assessments.** Regular Assessments shall be made in accordance with the following: Within sixty (60) days prior to the beginning of each calendar year, the Members shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements with adjustments to be made for any expected income and surplus from the prior years' fund. This estimated cash requirement shall be assessed to each Owner or Owners according to **Exhibit B**. Each Owner is obligated to pay assessments to the Association in equal monthly installments, on or before the first day of each month, unless otherwise decided by the Members.

4.06. **Special Assessments.** Special Assessments shall be made in accordance with the following: If the Members determine that the amount to be collected from the Regular Assessments will be inadequate to defray the Common Expenses for the year because of the cost of any construction, unexpected repairs, or for any other reason, it shall make a Special Assessment for the additional amount needed. Such Special Assessments shall be levied and collected in the same manner as Regular Assessments.

4.07. **Limitations on Assessments.** The Members may not, without the approval of a Majority of the voting power of the Association residing in Owners other than Declarant, impose a Regular Assessment per Unit that is more than twenty (20) percent greater than the Regular Assessment for the preceding year. These limitations shall not apply to a Special Assessment levied against an Owner to reimburse the Association for that year. These limitations shall not apply to a Special Assessment levied against an Owner to reimburse the Association for funds expended in order to bring an Owner or Unit into compliance with the provisions of the Association's Documents.

4.08. **Dispute Regarding Repair and/or Maintenance.** If the Owners cannot informally agree upon repair and/or maintenance issues of Common Expense as defined further in Section 1.05, upon the written request of an Owner of a Unit, repair and/or maintenance issues shall be placed on the agenda of a special meeting of the Members. The special meeting shall be convened not less than fifteen (15) days after receipt of the written request for repair and/or maintenance. If the Members are not able to agree upon a course of action to resolve the repair and/or maintenance issues on the agenda, the Owners of each affected Unit shall retain a licensed professional inspection company to inspect the Unit or Units alleged to require repair and/or maintenance, who shall work together to determine needed repairs and/or maintenance. If these inspection companies cannot agree upon all repair and/or maintenance issues, they shall collectively name another inspection company, who shall make a final decision as to all repair and/or maintenance issues necessary at that time. The Members shall immediately implement this decision, provided the Association has sufficient funds on hand to pay for required repair and/or maintenance, if such is not the responsibility of any Unit Owner(s). If there is found to be an Association expense, and if sufficient funds are not on hand, the Members shall approve a Special Assessment based on the estimate obtained under this provision to pay for the required repair and/or maintenance. If the required repair and/or maintenance is required to ensure the safety of

the Owners and their invitees or to preserve a Unit or Units from immediate additional damage, the Special Assessment shall be due and payable not less than sixty (60) days from the date approved by the Members.

4.09. **Conflict in Documents**. If there is any conflict between the terms of this Article and any entity documents creating or regulating the Association or Project, the provisions of this Article shall control.

4.10. **Commencement of Assessments.** Regular Assessments shall commence on the first day of the month following the date of the closing of the first sale of a Unit in the Project, with the month of purchase being pro-rated.

4.11. **Liability for Assessments.** Each monthly portion of a Regular Assessment and each Special Assessment shall be a separate, distinct, and personal debt and obligation of the Owner against whom all assessments are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent.

Article 5 – Restrictions and Covenants

5.01. **General Restrictions on Use.** The right of an Owner and the Owner's guest to occupy or use the Owner's Unit or to use the Limited Common Elements assigned to that Unit is subject to the following restrictions, in addition to those in the Rules and Regulations:

(a) **Storage in Common Elements.** Nothing shall be stored in the Limited Common Elements without the prior consent of the other Unit Owner, except as expressly provided for in the Declaration or as follows: (1) items may be stored in storage sheds, or (2) items may be stored in the Limited Common Elements if they are substantially behind fencing or an enclosure, so such stored items are substantially blocked from view from the street.

(b) **Rules Governing Common Elements.** There shall be no violation of the Rules adopted by the Members and furnished in writing to the Owners pertaining to the use of the Common Elements. The Members are authorized to adopt such Rules.

(c) **Temporary Structures and Storage Sheds.** No structure of a temporary character, trailer, shack, or other outbuilding shall be permitted on the Property at any time, temporarily or permanently, except with prior written consent of the other Unit Owners; provided, however, any Unit Owner may install a storage shed in accordance with City of Austin regulations, in his or her Limited Common Elements in an area behind fencing and temporary structures may be erected for use in connection with the repair or rebuilding of the buildings or structures or any portion thereof.

(d) **Alterations to Limited Common Elements.** Any additions to Limited Common Elements shall be completed in compliance with local building codes and ordinances.

(e) **No Change to Exterior of Units or Limited Common Elements.** Any alterations to the exterior of the Units, including but not limited to alterations necessary for repairs, reconstruction or updating, shall be completed in a reasonable manner so that such alterations are substantially similar to the existing style or design of the Units, except by the written consent of the other Unit Owner(s) and except as otherwise specifically

allowed in this Declaration, with Unit Owners understanding that reasonable alterations from the existing Units will likely be necessary when replacing, repairing or reconstructing portions of the Units.

(f) **No Change of Exterior Color.** No Unit shall be allowed to substantially change the exterior paint color of the Units, roofs, or fences, without the written consent of the other Unit Owner(s), with the exception of Declarant to a Declarant owned Unit, during the Development Period.

5.02. **Maintenance of Unit and Common Elements.**

(a) **Maintenance of Units and Limited Common Elements.** Each Unit Owner shall, at the Owner's sole cost and expense, reasonably maintain, repair and replace his or her Unit and Limited Common Elements so as to keep them in good condition and repair, including, but not limited to, all fixtures, appliances, equipment, pipes, lines, wires, computer cables, cable wires, and conduits used in the production, heating, cooling and/or transmission of air, gas, water, electricity, communications, waste, water, sewage, and audio and video signals that serve only or are a part of the Unit Owner's Unit, and all interior and exterior walls, the roof, foundation and structural components of the Unit in a clean, safe and good condition. Without limitation on the generality of the foregoing, a Unit Owner shall reasonably maintain and keep in good repair 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 the Unit, as well as other fixtures appurtenant to such Unit which are situated within or installed into or on the Unit or Limited Common Element such as an air conditioning compressor, together with all pipes, wiring, ducts and other equipment appurtenant thereto.

(b) **Repair of Windows and Doors.** A Unit Owner shall be obligated to reasonably 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.

(c) **Repair of Damage Caused by Unit Owner.** A Unit Owner shall be obligated to repair and replace promptly any damage to a Unit or Common Element, if such damage was caused by the Unit Owner, or an agent, guest, or invitee of such Unit Owner.

(d) **Repair of Plumbing Leaks.** Pipe leaks which are due to breaks, faulty connections, freeze damage, overflows, nails, or protrusions into pipes or appliances which exclusively serve another Unit and which are the maintenance responsibility of the Unit Owner shall be repaired by the Unit Owner, unless such damage was caused by another Unit Owner or an agent of such Unit Owner and then the maintenance responsibility shall be the responsible Unit Owner. Such Unit Owner shall be responsible for any reasonable damages and reasonable cost of repairs to other Units or Common Elements due to such leaks.

(e) **Pest Control.** Each Owner shall be reasonably responsible for eliminating any insects, termites, vermin, rodents, squirrels, birds or other animals (excluding pets) from his or her Unit, and for repairing any damage caused by such insects or animals.

(f) **Maintenance of Exterior Appearance and Limited Common Elements.** Notwithstanding anything to the contrary contained in herein, a Unit Owner when exercising his right and responsibility of repair, maintenance, replacement, or remodeling shall use reasonable efforts to substantially maintain the exterior appearance of the Units, except as otherwise allowed herein, without the consent of the other Unit Owners as required herein. Each Owner shall also reasonably maintain, repair and replace the Limited Common Elements associated with his or her Unit, including but not limited to maintaining all lawns, landscaping, trees, shrubs and fencing in a neat and clean condition, and those portions of the Common Elements subject to an exclusive easement appurtenant to his or her Unit.

(g) **Maintenance of General Common Elements.** The Association shall reasonably maintain, repair and replace all portions of any General Common Elements, if any, and items or improvements defined herein as Common Expenses, unless otherwise determined by the Members.

(h) **Access for Shared Utilities and Maintenance.** In such cases where utilities, equipment, meters, sewer lines, water lines, gas lines, electric lines, or other utility infrastructure passes through a Unit, or a Unit's Limited Common Elements, but serve another Unit, each Owner shall allow access, not to be unreasonably withheld, in order to allow the other Owner access to such utilities, equipment, meters, sewer lines, water lines, or other utility infrastructure, in order that such utility infrastructure may be repaired, maintained, upgraded, expanded and/or serviced. When such access is granted, the Unit Owner needing access shall use reasonable efforts to not substantially alter the Unit or Unit's Limited Common Elements to which access is granted, and shall at his or her sole cost and expense, promptly upon completion of such work return the accessed Unit or Unit's Limited Common Elements to substantially the same condition as when any such work commenced.

(i) **Tree Maintenance.** Each Owner shall be responsible for the maintenance, trimming and/or removal, and all associated costs and expenses, of any trees located in the Limited Common Elements associated with his or her Unit. Unit Owners shall be allowed reasonable access to the Limited Common Elements of the other Unit for the purpose of tree trimming and tree maintenance or removal, as further set forth herein.

(j) **Irrigation.** Each Unit Owner shall be responsible for the maintenance, repair and replacement of sprinkler heads, piping, and other components of the irrigation system that serves his or her Unit, if any. Any Unit which supplies electricity to an irrigation system control shall be solely responsible for the cost of such electricity.

(k) **Moisture.** A Unit may trap humidity created by general use and occupancy. As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left unattended and not property maintained by Owners and residents, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially, mildew and/or mold. Mold and/or mildew can grow in any portion of the Property that is exposed to elevated levels of moisture.

5.03. **Unit Owner's Failure to Maintain.** In the event a Unit Owner fails to reasonably maintain such his or her Unit or the Limited Common Elements allocated to his or her Unit in accordance with Section 5.02 above or fails to reasonably repair any damage for which the Unit Owner is responsible under Section 5.04 below, and such maintenance and/or repair is reasonably necessary to preserve another Unit, the other Unit Owner may access the exterior of a Unit or the Limited Common Elements of a Unit as may be reasonably 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. The expense incurred by that Unit Owner 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 Texas Property Code Section 82.113.

5.04. **Damage Liability.** Each Owner shall be liable to the Association for all damage to the Common Elements or to other Association property that is sustained by reason of the negligence or willful misconduct of that Owner or the Owner's family, guests, or tenants.

5.05. **Exemption.** Declarant shall be exempt from the restrictions of Section 5.01 of this Declaration to the extent reasonably necessary for completion of construction, sales, or additions to the Project. Such exemption includes, but is not limited to, maintaining Units as model homes, placing advertising signs on Project property, and generally making use of the Project lot and Common Elements as is reasonable necessary to carry on construction and sales activities.

Article 6 – Damage or Destruction

The Unit Owners shall cooperate with each other and the Association and shall obtain any modification to required insurance and/or additional insurance required by a lender in a purchase or refinance of a Unit order to make the Project warrantable or in order to comply with current governmental lending regulations. If such additional insurance benefits both Units, it shall be considered a Common Expense.

6.01. **Insurance Requirement – Separate Hazard Policies on the Units with a Liability Policy in the Name of the Association.**

(a) Unless otherwise determined by the Members:

(i) Each Unit Owner is required to maintain an individual policy or policies of property insurance, insuring against all risks of direct physical loss commonly insured against, including fire insurance with extended coverage endorsement for the full insurable replacement value (as of the effective date and at each renewal date of the policy) of his or her Unit and any Limited Common Elements assigned to his or her Unit; and

(ii) The Association is required to maintain a commercial general liability insurance policy, including medical payments insurance, in an amount not less than $1,000,000.00 per occurrence, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common

Elements or Units, covering the Units, all Limited Common Elements, and all General Common Elements, which shall be paid according to Section 3.10.

(iii) The Members may elect to have such other fire and casualty insurance policy or policies as the Members shall determine gives substantially equal or greater protection to the Owners and their mortgagees, as their respective interests may appear. Such policy or policies shall be payable as provided in Paragraph 3.08 and Article 6 of this Declaration, if applicable.

(b) **Rebuilding, Insufficient Insurance Proceeds.** If the Project is damaged or destroyed by fire or any other disaster, each Unit Owner shall use any of his or her insurance proceeds, to reconstruct, repair or replace: (1) his or her Unit, (2) any portions of the Limited Common Elements assigned to him or her, (3) his or her percentage of any General Common Elements, and (4) any other portion of the Project owned or assigned to his or her use, unless the Condominium is terminated, repair or replacement would be illegal under any state or local health or safety statute or ordinance, or at least one-hundred (100) percent of the Unit Owners vote not to rebuild. A vote not to rebuild does not increase an insurer's liability to loss payment obligation under a policy, and the vote does not cause a presumption of total loss. The cost of repair or replacement of a Unit or a structure or fixture in a Common Element in excess of the insurance proceeds is an expense of the Unit Owner to which such is assigned (or if referring to a General Common Element, an expense of the Unit Owner in the same percentage as his or her ownership).

(c) If the Owners so vote as to not rebuild any Unit, that Unit's allocated interests as set forth in **Exhibit C**, shall be automatically reallocated to the other Unit, and the Association shall prepare, execute, and record an amendment to **Exhibit C** of the Declaration reflecting the reallocation.

6.02. **Insurance Requirement if Members determine to have a Master Policy.** If so determined by the Members, in place of the insurance as described in Paragraph 6.01 above, the Association shall be required to maintain a master insurance policy pursuant to Paragraph 3.08, which must provide that:

(a) Each Unit Owner is an insured person under the policy with respect to liability arising out of the person's ownership of an undivided interest in the Common Elements or membership in the Association;

(b) The insurer waives its right to subrogation under the policy against a Unit Owner;

(c) No act or omission of a Unit Owner, unless within the scope of the Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

(d) If at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association's policy provides primary insurance.

6.03. **Application of Master Insurance Policy Proceeds.** If the Members have determined to provide a master insurance policy as described in Paragraphs 3.08 and 6.02, then the following provisions shall apply:

(a) **Rights of Owners.** If any element of a Unit or Unit's Limited Common Elements is damaged and is insured under the master insurance policy, the owner of such Unit shall have the right to make a claim under the master insurance policy for repair and/or replacement of any such element. If an insurance claim is made for damage to a Unit or Limited Common Element and the damage is limited to a particular Unit or Limited Common Element, then the Owner of that Unit or Limited Common Element is responsible for payment of the deductible for that claim. If an insurance claim is made for damage to more than one Unit or Limited Common Element from the same event, if such event was not the fault of an Owner, then the Owners of the affected Units or Limited Common Elements are responsible for payment of the deductible in the percent the damage to his or her Unit or Limited Common Element is related to the total damage. If the damage was the fault of an Owner, then that Owner is responsible for payment of the deductible.

(b) **Obligations of Reconstruction**. If the Project is damaged or destroyed by fire or any other disaster, the Association shall use the master insurance proceeds, except as provided in Section 6.01 of this Declaration, to finance the Unit Owners' reconstruction, repair or replacement the Units and Project, unless the Condominium is terminated, repair or replacement would be illegal under any state or local health or safety statute or ordinance, or one-hundred (100) percent of the Unit Owners, including each owner of a Unit or assigned Limited Common Element that will not be rebuilt or repaired, vote not to rebuild. The master insurance proceeds from any event shall be allocated to the Units according to the percent the damage to any Unit and any Unit's Limited Common Elements is related to the total damage to the Project. A vote not to rebuild does not increase an insurer's liability to loss payment obligation under a policy, and the vote does not cause a presumption of total loss. The cost of repair or replacement in excess of the insurance proceeds and reserves is a Common Expense if such pertains to General Common Elements, and is an expense of the Unit Owner as pertains to any Unit. If the entire Project is not repaired or replaced, any insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Project, the insurance proceeds attributable to the Units and Limited Common Elements that are not rebuilt shall be distributed to the Unit Owners of those Units and to which those Limited Common Elements are assigned.

(c) **Vote Not to Rebuild.** If the Owners so vote as to not rebuild any Unit, that Unit's allocated interests as set forth in **Exhibit C** shall be automatically reallocated to the other Unit, and the Association shall prepare, execute, and record an amendment to **Exhibit C** of the Declaration reflecting the reallocation. If the entire Project is not repaired or replaced and unless otherwise unanimously agreed to by the Owners, the master insurance proceeds, if any, shall be delivered pro rata to the Owners or their mortgagees, as their interest may appear, in accordance with the percentages or fractions set forth in **Exhibit C** of this Declaration.

(d) **Insufficient Insurance Proceeds.** When reconstruction is required by the terms of Section 6.02 of this Declaration, but the master insurance proceeds are insufficient to cover the cost of reconstruction of any General Common Element, the costs in excess of the master insurance proceeds and reserves shall be considered a Common

Expense (pro-rated by costs per Unit to rebuild) that is subject to the Association's lien rights. When the master insurance proceeds are insufficient to cover the cost of the reconstruction of any Unit, the costs in excess of the master insurance proceeds shall be the responsibility of such Unit Owner.

(e) **Members Obtaining Bids for Reconstruction.** If the Project is damaged by fire or any other disaster, the Members shall obtain firm bids for the repair of any General Common Element, including the obligation to obtain a performance bond, from two or more responsible contractors to rebuild the General Common Elements in accordance with its original plans and specifications. The Members shall also, as soon as possible after obtaining the bids, call a special meeting of the Owners to consider the bids. If the Members fail to do so within thirty (30) days after the causality occurs, any Owner may obtain bids and call and conduct a meeting. At such meeting, the Owners may, by a vote of not less than fifty (50) percent of the votes present, elect to reject all of the bids, or, by not less than fifty (50) percent of the votes present, elect to reject all the bids requiring amounts more than five hundred dollars ($500) in excess of available insurance proceeds. If all bids are rejected, the Members shall obtain additional bids for presentation to the Owners. Failure to reject all bids shall authorize the Members to accept the unrejected bid it considers most favorable. The Members shall commence permitting and construction of any General Common Elements within one-hundred twenty (120) days after the casualty occurs.

(f) **Unit Owners Obtaining Bids.** The Unit Owners shall obtain firm bids for the repair of any Unit and Limited Common Elements of a Unit within thirty (30) days after the casualty occurs. Any Unit Owner of a damaged Unit shall commence permitting and construction of his or her Unit within one-hundred and twenty (120) days after the casualty occurs.

Article 7 – Rights to Beneficiaries Under Deeds of Trust

7.01. **Consent of Mortgagee.** Consent of Mortgagee is attached hereto as **Exhibit F**, and incorporated herein for all purposes.

7.02. **Rights to Beneficiaries Under Deeds of Trust.** Beneficiaries under deeds of trust to Units in the Project shall be entitled to the following rights and guaranties:

(a) Should any of the Association's Documents provide for a "right of first refusal," such rights shall not impair the rights of a beneficiary under a deed of trust to the following:
   i) To exercise the power of sale, foreclosure, or take title to a Unit pursuant to the remedies provided in the deed of trust.
   ii) To accept a deed or assignment in lieu of sale or foreclosure in the event of default by a grantor.
   iii) To interfere with a subsequent sale or lease of a Unit so acquired by a beneficiary.

(b) A beneficiary under a deed of trust is entitled, on request, to written notification from the Association of any default in the performance by the grantor of any obligation under the Association's Documents that is not cured within sixty (60) days.

(c) A beneficiary under a deed of trust is entitled, within ten (10) days, to written notification from the Association of any condemnation or casualty loss that affects either a material portion of the Project or the unit securing its mortgage;

(d) A beneficiary under a deed of trust is entitled, within ten (10) days, to written notification from the Association of a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

(e) A beneficiary under a deed of trust is entitled, on request, to written notification from the Association of any proposed action that requires the consent of a specified percentage of mortgagees.

(f) Any beneficiary under a deed of trust who obtains title to a Unit pursuant to the remedies provided in the deed of trust will not be liable for such Unit's unpaid assessments that accrue prior to the acquisition of title to the Unit by the beneficiary.

(g) Unless fifty-one percent (51%) or more of the beneficiaries under deeds of trust (based on one (1) vote for each deed of trust owned) or Owners other than Declarant give their prior written approval, the Association shall not be entitled to the following:

i) By act or omission, to seek to abandon or terminate the Project.

ii) To change the pro rata interest or obligations of any individual Unit for the purpose of: (1) Levying assessments or charges; (2) Allocating distributions of hazard insurance proceeds or condemnation awards, or (3) Determining the pro rata share of ownership of each Unit in the Common Elements and in the improvements in the Common Elements.

iii) To partition or subdivide any Unit.

iv) By act or omission, to seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements. The granting of easements for utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause.

v) In case of loss to a Unit and/or Common Elements of the Project, to use hazard insurance proceeds for losses to any Project property (whether to Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such property, except as provided by statute.

(h) All taxes, assessments, and charges that may become liens prior to the mortgage under local law shall relate only to the individual Units and not to the Project as a whole.

(i) No provision of the Documents gives any Owner, or any other party, priority over any rights of a beneficiary under a deed of trust to a Unit pursuant to its deed of trust in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Units and/or the Common Elements or portions of the Common Elements.

(j) Association assessments shall be large enough to provide for an adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis. The reserve fund will be funded through the regular monthly assessments rather than by special assessments.

Article 8 – General Provisions

8.01. **Amendment.**

(a) During the Development Period, this Declaration may be amended by Declarant, acting alone, in any way that does not diminish the rights of any non-Declarant Owner.

(b) After the Development Period ends, this Declaration may be amended only at a meeting of the Unit Owners at which the amendment is approved by the holders of a Majority of the ownership interests in the Project.

(c) An amendment of the Declaration may not alter or destroy a Unit or a Limited Common Element without the consent of the affected Owner and the Owner's mortgagee.

(d) Any amendment shall be evidenced by a writing that is prepared, signed, and acknowledged by Declarant, if executed during the Development Period, or by a Majority of Owners. The amendment shall be effective on filing in the office of the county clerk of Travis County, Texas.

8.02. **Dispute Resolution.**

(a) Subject to the provisions hereof and the Texas Property Code, in the event of any controversy, dispute, claim, question, non-payment or disagreement arising out of or relating to this Declaration, or the Documents of the Association, or the breach thereof, the parties to such controversy, dispute, claim, question, non-payment, 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 interest, attempt to reach a just and equitable solution satisfactory to all parties.

(b) To the extent allowed by the Texas Property Code and applicable Texas law, if the parties to any controversy, dispute, claim, question, non-payment 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, non-payment, or disagreement shall be submitted to mediation before resort to binding arbitration. The consent or approval of the Association, Members or Owners shall not be required to permit an Owner to require mediation and any subsequent arbitration.

(c) Any party shall initiate mediation, by notifying the other parties, in writing, of his or her intent to mediate a dispute. Such notification shall set forth the nature of the dispute, the amount involved, if any, and the remedy sought. The date that the written notice is received is the Notification Date. Mediation shall be held not later than thirty (30) days from the Notification Date. A Mediator shall be jointly agreed upon between the parties, within five (5) days of the Notification Date. If the parties are unable to agree upon a Mediator, then each party shall appoint a Mediator, and those Mediators will select a disinterested Mediator who shall mediate the dispute. The fees of the Mediator and all costs of Mediation shall be shared equally by the parties.

(d) If the parties are unable to resolve all of their disputes through mediation, then any and all remaining disputes shall immediately be submitted to arbitration. The parties

shall proceed with arbitration under the rules and guidelines set forth by the American Arbitration Association. Any court with competent jurisdiction may enter any judgment resulting from arbitration.

(e) If the need for arbitration arises, any party shall initiate arbitration, by notifying the other parties, in writing, of his or her intent to arbitrate the dispute. Such notification shall set forth the nature of the dispute, the amount involved, if any, and the remedy sought. The date that the written notice is received by the other party is the Notification Date. Arbitration shall be held not later than thirty (30) days from the Notification Date. An arbitrator shall be jointly agreed upon by the parties, within five (5) days of the Notification Date. If the parties are unable to agree upon an arbitrator, then each party shall appoint a disinterested arbitrator, and those arbitrators will select an arbitrator who shall arbitrate the dispute. The arbitration award shall include a determination as to which party or parties should incur all or a portion of the cost of arbitration, and any related fees and expenses.

(f) Each Mediator and Arbitrator appointed hereunder shall be an unbiased, third party, with no personal interest in the outcome of the dispute.

(g) Each party shall continue performance of its obligations under the Documents pending resolution of the dispute. Nothing herein shall be construed as limiting a party's right to seek injunctive relief to prevent a breach or anticipated breach of the Documents, pending a resolution of the controversy pursuant to the provisions of this Section.

8.03. **Nonwaiver of Remedies.** Each remedy provided for in this Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

8.04. **Severability.** The provisions of this Declaration and the Documents shall be deemed independent and severable. The invalidity, partial invalidity, or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

8.05. **Binding.** This Declaration, as well as any amendment to this Declaration, and any valid action or directive made pursuant to it shall be binding on the Declarant and the Owners and their heirs, grantees, tenants, successors, and assigns.

8.06. **Interpretation.** The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce the provision or any other provision of this Declaration.

8.07. **Limitation of Liability.** The liability of any Owner for performance of any of the provisions of this Declaration shall terminate on sale, transfer, assignment, or other divestment of the Owner's entire interest in the Owner's Unit with respect to obligations arising from and after the date of such divestment.

8.08. **Fair Housing.** Neither Declarant nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Unit to any person on the basis of race, color, sex, religion, ancestry, sexual orientation, or national origin.

8.09. **Notices.**

(a) Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given when delivered personally at the appropriate address, or seventy-two (72) hours after deposit in any United States Postal Service post office box, postage prepaid, certified mail, return receipt requested, addressed to appropriate address.

(b) Any notice to an Owner required under this Declaration shall be addressed to the Owner at the last address for the Owner appearing in the records of the Association or, if there is none, at the address of the Owner's Unit in the Project. Notice to the Association shall be addressed to the address designated by the Association and in a written notice to all Owners. Notices to the Manager shall be addressed to the address designated by the Manager, if any. Notices to Declarant shall be addressed to the address for Declarant set forth above.

8.10. **Number, Gender, and Headings.** As used in this Declaration, the singular shall include the plural and the masculine shall include the feminine, unless the context requires the contrary. All headings are not a part of this Declaration and shall not affect the interpretation of any provision.

[Signatures appear on following pages.]

DECLARANT'S SIGNATURE:

Greater Austin Builders, LLC

CRW Consulting, LLC, Member
By: Chester Wilson, Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 17 day of December, 2019, by Chester Wilson, as Manager of CRW Consulting, LLC, Member of Greater Austin Builders, LLC.

Notary in and for the State of Texas

ANDREA KURTZ
Notary Public, State of Texas
Notary ID# 12416507?
My Commission Expires
MARCH 26, 2022

By: Keith Howard, Member

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 17 day of December, 20 19, by Keith Howard, as Member of Greater Austin Builders, LLC.

ANDREA KURTZ
Notary Public, State of Texas
Notary ID# 124165072
My Commission Expires
MARCH 26, 2022

Notary in and for the State of Texas

By: Macon Foster, Member

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 17 day of December, 2019, by Macon Fosrer, as Member of Greater Austin Builders, LLC.

Notary in and for the State of Texas

ANDREA KURTZ
Notary Public, State of Texas
Notary ID# 124165072
My Commission Expires
MARCH 26, 2022

Exhibit A

7208 Bethune Avenue, Austin, Texas 78752, otherwise known as,

Lot 14, Block 11, St. John's College Addition, according to the map or plat thereof, recorded in Volume 4, Page 71, Plat Records, Travis County, Texas.

Exhibit B

Limited Common Elements of Unit 1

The Limited Common Elements of Unit 1 consist of:

(a) the land on which Unit 1 is located, as set forth in **Exhibit E**;

(b) the mail receptacles, yards, gardens, fences, driveways, and walks assigned to Unit 1, as set forth in **Exhibit E**; and

(c) the installations consisting of the equipment and materials making up the central services such as water, gas, electricity, central air conditioning and central heat, water tanks, heaters, pumps and the like, to the extent that such equipment and materials exclusively serve Unit 1.

Limited Common Elements of Unit 2

The Limited Common Elements of Unit 2 consist of:

(a) the land on which Unit 2 is located, as set forth in **Exhibit E**;

(b) the mail receptacles, yards, gardens, fences, driveways, and walks assigned to Unit 2, as set forth in **Exhibit E**; and

(c) the installations consisting of the equipment and materials making up the central services such as water, gas, electricity, central air conditioning and central heat, water tanks, heaters, pumps and the like, to the extent that such equipment and materials exclusively serve Unit 2.

General Common Elements

The General Common Elements, if any, are as set forth in **Exhibit E** and this Declaration.

Percentage Interests

Each Unit Owner's percentage of undivided interest in the Common Elements is:
Unit 1: Forty-Three Percent (43%)
Unit 2: Fifty-Seven Percent (57%)

Each Unit Owner's percentage of responsibility for the Common Expenses of the Association is:
Unit 1: Fifty Percent (50%)
Unit 2: Fifty Percent (50%)

Each Unit Owner's percentage of votes in the Association is:
Unit 1: Fifty Percent (50%)
Unit 2: Fifty Percent (50%)

Each Owner's Unit is the following percent of the entire Project:
Unit 1: Fifty Percent (50%)
Unit 2: Fifty Percent (50%)

Until the taxing authorities (Travis Central Appraisal District) have issued separate appraisals and tax bills for the Units, each Unit Owner's percentage of responsibility for any property taxes assessed against the Project in its entirety, including but not limited to assessments made in the year in which this Declaration is recorded, shall be paid as follows:
Unit 1: Fifty-Nine Percent (59%)
Unit 2: Forty-One Percent (41%)

Exhibit C

Unit 1: Fifty Percent (50%)
Unit 2: Fifty Percent (50%)

Exhibit D

The Property is subject to the easements and restrictive covenants of record in Travis County, Texas, according to the commitment for title insurance issued by Fidelity National Title Insurance Company, dated to be effective November 29, 2019, including but not limited to the following:

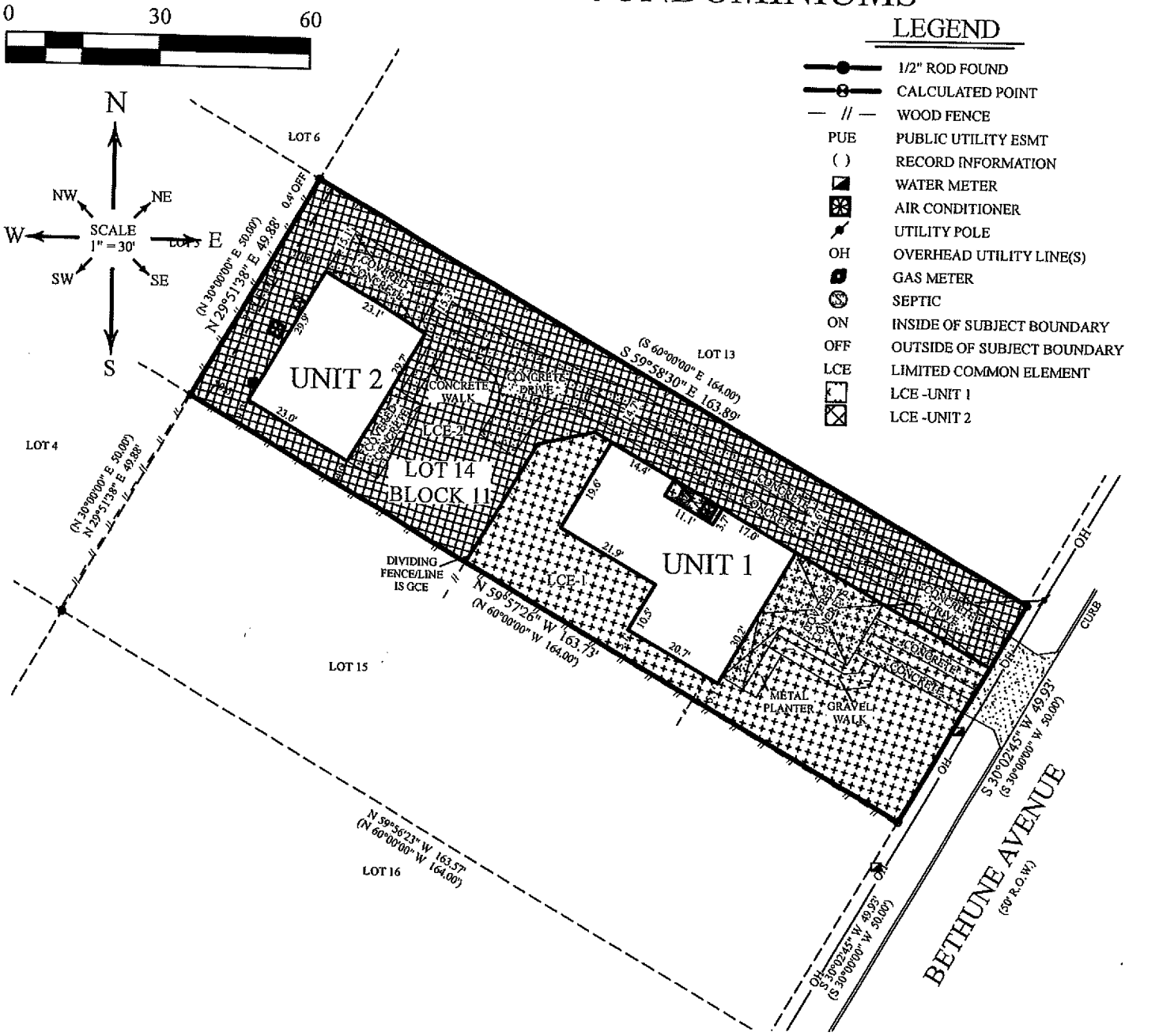
Volume 4, Page 71, Plat Records of Travis County, Texas.

Exhibit E

Condominium Plat

[on following page]

7208 BETHUNE CONDOMINIUMS



THIS SURVEY IS INTENDED TO SERVE AS A PLAT OF 7208 BETHUNE CONDOMINIUMS, BEING LOT 14, BLOCK 11, ST. JOHN'S COLLEGE ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 4, PAGE 71, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING THAT CERTAIN 0.1895 ACRE TRACT GRANTED TO GREATER AUSTIN BUILERS, LLC IN WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018160219, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS AND CONTAINS ALL THE INFORMATION REQUIRED FOR THE PURPOSE OF COMPLIANCE WITH CHAPTER 82.059 OF THE UNIFORM CONDOMINIUM ACT OF TEXAS PROPERTY CODE.

THE UNDERSIGNED SURVEYOR CERTIFIES THAT THIS PLAT CONFORMS TO SECTION 82.059 OF THE PROPERTY CODE.

SURVEY DATE:	DECEMBER 16, 2019	
JOB NO.:	A1204519	
DRAWN BY:	SEAN SUTTON	12/16/2019
RPLS CHECK:	EDWARD RUMSEY	12/16/2019

ALLSTAR Land Surveying
9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX
TBPLS FIRM NO. 10135000

STATE OF TEXAS
REGISTERED
EDWARD RUMSEY
5729
PROFESSIONAL
LAND SURVEYOR

12/16/2019
EDWARD RUMSEY, R.P.L.S. 5729 DATE

LEGEND

- 1/2" ROD FOUND
- CALCULATED POINT
- — // — WOOD FENCE
- PUE PUBLIC UTILITY ESMT
- ( ) RECORD INFORMATION
- WATER METER
- AIR CONDITIONER
- UTILITY POLE
- OH OVERHEAD UTILITY LINE(S)
- GAS METER
- SEPTIC
- ON INSIDE OF SUBJECT BOUNDARY
- OFF OUTSIDE OF SUBJECT BOUNDARY

IMPERVIOUS COVERAGE CALCULATIONS

UNIT 1:
RESIDENCE: 1014.78 SQ. FT.
COVERED AREAS: 393.24 SQ. FT.
DRIVEWAY: 149.94 SQ. FT.

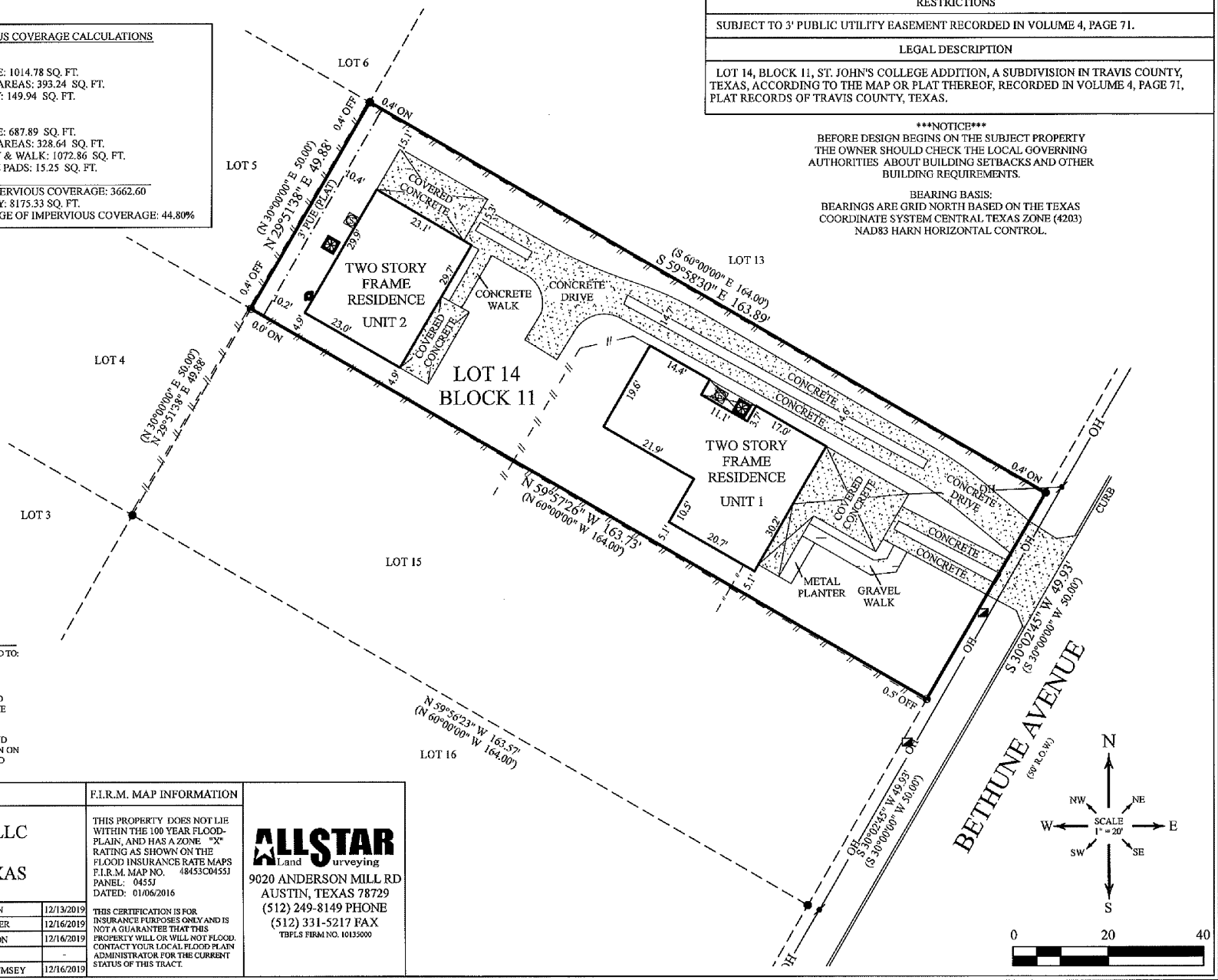
UNIT 2:
RESIDENCE: 687.89 SQ. FT.
COVERED AREAS: 328.64 SQ. FT.
DRIVEWAY & WALK: 1072.86 SQ. FT.
CONCRETE PADS: 15.25 SQ. FT.

TOTAL IMPERVIOUS COVERAGE: 3662.60
BOUNDARY: 8175.33 SQ. FT.
PERCENTAGE OF IMPERVIOUS COVERAGE: 44.80%

RESTRICTIONS
SUBJECT TO 3' PUBLIC UTILITY EASEMENT RECORDED IN VOLUME 4, PAGE 71.
LEGAL DESCRIPTION
LOT 14, BLOCK 11, ST. JOHN'S COLLEGE ADDITION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 4, PAGE 71, PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

NOTICE
BEFORE DESIGN BEGINS ON THE SUBJECT PROPERTY THE OWNER SHOULD CHECK THE LOCAL GOVERNING AUTHORITIES ABOUT BUILDING SETBACKS AND OTHER BUILDING REQUIREMENTS.

BEARING BASIS:
BEARINGS ARE GRID NORTH BASED ON THE TEXAS COORDINATE SYSTEM CENTRAL TEXAS ZONE (4203) NAD83 HARN HORIZONTAL CONTROL.



TO THE LIEN HOLDER AND / OR OWNERS OF THE PREMISES SURVEYED AND TO:
AUSTIN TITLE COMPANY
PROSPERITY BANK

I DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO BOUNDARY LINE CONFLICTS, ENCROACHMENTS OVERLAPPING OF IMPROVEMENTS, OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND CERTIFIES ONLY TO THE LEGAL DESCRIPTION AND EASEMENTS SHOWN ON THE REFERENCED TITLE COMMITMENT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

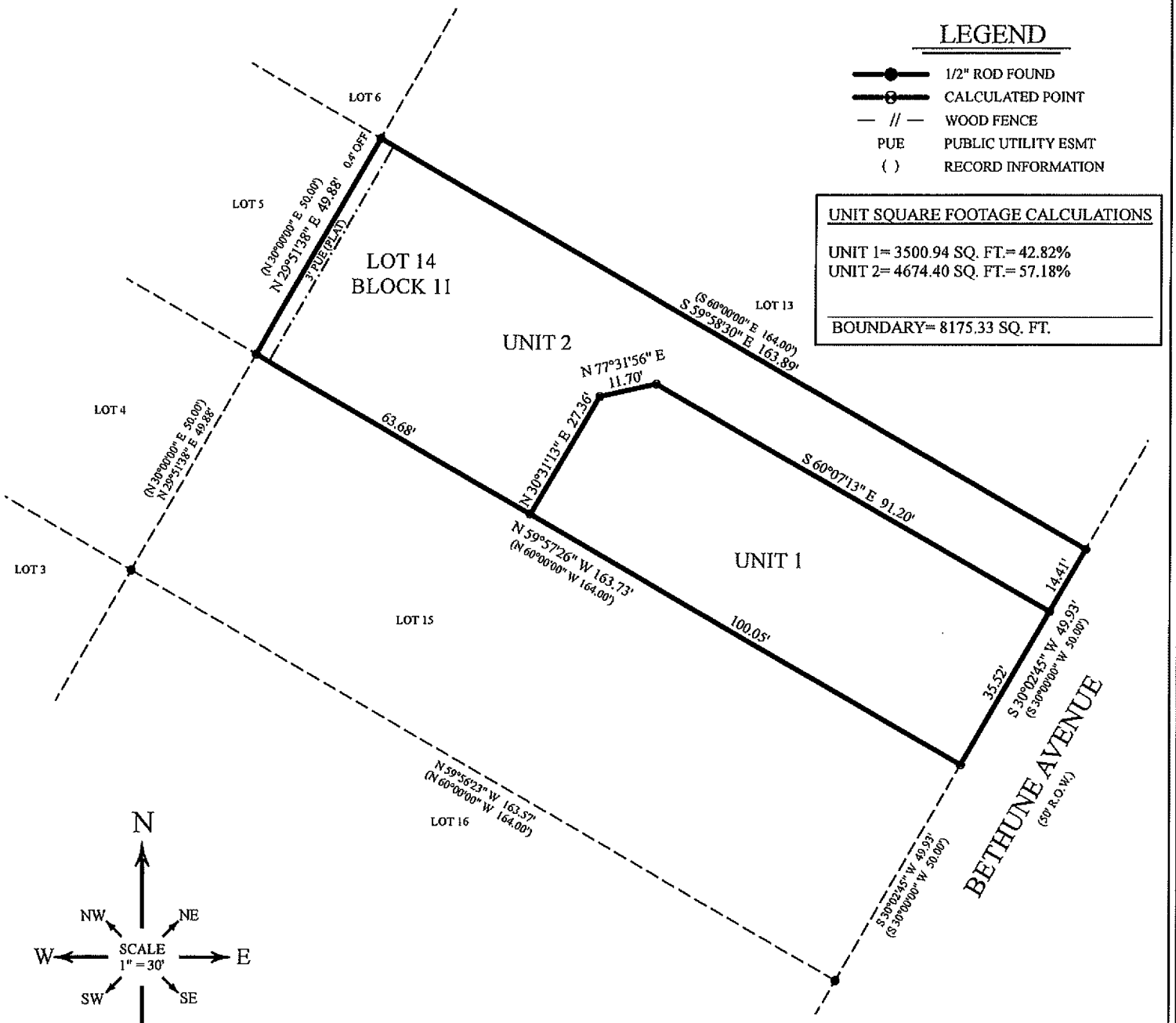
STATE OF TEXAS REGISTERED EDWARD RUMSEY 5729 PROFESSIONAL LAND SURVEYOR

ADDRESS	F.I.R.M. MAP INFORMATION
GREATER AUSTIN BUILDERS, LLC 7208 BETHUNE AVENUE AUSTIN, TRAVIS COUNTY, TEXAS	THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD-PLAIN, AND HAS A ZONE "X" RATING AS SHOWN ON THE FLOOD INSURANCE RATE MAPS F.I.R.M. MAP NO. 48453C0455J PANEL: 0455J DATED: 01/06/2016 THIS CERTIFICATION IS FOR INSURANCE PURPOSES ONLY AND IS NOT A GUARANTEE THAT THIS PROPERTY WILL OR WILL NOT FLOOD. CONTACT YOUR LOCAL FLOOD PLAIN ADMINISTRATOR FOR THE CURRENT STATUS OF THIS TRACT.

SURVEY DATE:	DECEMBER 16, 2019	FIELDED BY:	REX NOWLIN	12/13/2019
TITLE CO.:	AUSTIN TITLE COMPANY	CALC. BY:	CHRIS ZOTTER	12/16/2019
G.F. NO.:	AUT-13-087-AUT19001280RENE	DRAWN BY:	SEAN SUTTON	12/16/2019
JOB NO.:	A1204519 -	UPDATE BY:	-	-
	A0300719 - A0907618 - A0619315	RPLS CHECK:	EDWARD RUMSEY	12/16/2019

ALLSTAR Land Surveying
9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX
TBPLS FIRM NO. 10135000

7208 BETHUNE AVENUE CONDOMINIUMS



THIS SURVEY IS INTENDED TO SERVE AS A PLAT OF 7208 BETHUNE AVENUE CONDOMINIUMS, BEING LOT 14, BLOCK 11, ST. JOHN'S COLLEGE ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 4, PAGE 71, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING THAT CERTAIN 0.1895 ACRE TRACT GRANTED TO GREATER AUSTIN BUILERS, LLC IN WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018160219, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS AND CONTAINS ALL THE INFORMATION REQUIRED FOR THE PURPOSE OF COMPLIANCE WITH CHAPTER 82.059 OF THE UNIFORM CONDOMINIUM ACT OF TEXAS PROPERTY CODE.

THE UNDERSIGNED SURVEYOR CERTIFIES THAT THIS PLAT CONFORMS TO SECTION 82.059 OF THE PROPERTY CODE.

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STATE OF TEXAS
REGISTERED
EDWARD RUMSEY
5729
PROFESSIONAL
LAND SURVEYOR

12/16/2019

EDWARD RUMSEY, R.P.L.S. 5729 DATE

Exhibit F

CONSENT OF MORTGAGEE

STATE OF TEXAS §
COUNTY OF TRAVIS §

The undersigned, being the sole owner and holder of a Deed of Trust lien dated May 1, 2019, recorded under Document No. 2019063184 of the Official Public Records of Travis County, Texas, securing a note of even date therewith in the amount of $487,908.00, executes this Consent of Mortgagee solely for the purpose of evidencing its consent to recordation of this Declaration of Condominium Regime for the 7208 Bethune Condominiums, a condominium to be filed and recorded in the Official Public Records of Travis County, Texas, and makes no representation or warranty, express or implied, of any nature whatsoever, to any Owner with respect to any Unit or the effect of the terms and provisions of this condominium regime, provided however, this Consent: (i) shall not be construed to operate as a release of the lien and security interests of the Deed of Trust, (ii) shall not release, subordinate or impair or otherwise affect any and all rights the Lender has under the Deed of Trust to succeed to the rights, powers and authority of Declarant under the Declaration in the event of a foreclosure of the lien and security interests of the Deed of Trust; and (iii) shall not modify or amend the terms and provisions of the Deed of Trust.

MORTGAGEE:

Prosperity Bank

By: _____ [signature]

Printed Name: JUSTIN UERTMORELAND [printed name of person signing]

Title: SVP

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 12 day of DECEMBER, 2019, by JUSTIN UERTMORELAND [name], as SVP [title] of PROSPERITY BANK [Mortgagee name], on behalf of said association.

JENNIFER COMER DEMAREST
Notary Public, State of Texas
Comm. Expires 03-31-2022
Notary ID 12564131-3

Notary in and for the State of Texas