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CONDOMINIUM INFORMATION STATEMENT

ISSUED DECEMBER 27, 2018

CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM INFORMATION STATEMENT

NOTICE TO PURCHASER
READ THIS DOCUMENT FOR YOUR OWN PROTECTION.
IT CONTAINS INFORMATION REQUIRED BY STATUTE FOR ALL TEXAS
CONDOMINIUMS CREATED AFTER JANUARY 1, 1994.

NAME OF REGIME: Clawson Ridge Condominiums

LOCATION OF REGIME: 3700 Clawson Road, Austin, Texas 78704

LOCATION OF CONDOMINIUM: A 0.478 acre portion of Lot 41 of the Theodore Low Heights Subdivision in the deed recorded on June 15, 2007, in Document No. 2007110118, Official Public Records of Travis County, Texas and the south .83 acres of Lot 40 of the Theodore Low Heights Subdivision in the deed recorded on April 30, 2007, in Document No. 2007076670, Official Public Records of Travis County, Texas, and Lot 2 of Mecey Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 73, Page 76 of the Plat Records of Travis County, Texas (the "**Property**").

NAME OF DECLARANT: 3700 CLAWSON, LP, a Texas limited partnership

NAME OF SELLER: 3700 ROOSTER, LTD., a Texas limited partnership

ADDRESS OF SELLER: 3616 Far West Blvd., Suite 117-153 Austin, Texas 78731

EFFECTIVE DATE: December 27, 2018

This Condominium Information Statement presents certain information regarding the condominium regime and the Units being offered for sale by **3700 ROOSTER, LTD.** It consists of two parts, a narrative portion and an exhibits portion. The exhibits include legal documents that will be required for the creation and operation of the condominium. The exhibits will control in the event of any inconsistency between the exhibits and the narrative.

This Condominium Information Statement is not intended to be all-inclusive or to address every significant feature of the condominium. Because purchasing real property is an important decision, the purchaser is encouraged to review this Condominium Information Statement with an attorney and to consult other sources for information not covered by this Condominium Information Statement.

Under limited circumstances, a purchaser has a six day period after receiving the Condominium Information Statement during which the purchaser may cancel the contract of sale and obtain a full refund of any money deposited in connection with the contract. This right to cancel does not apply if the purchaser received the Condominium Information Statement before signing the contract or if the contract contains an underlined or bold-print provision acknowledging the purchaser's receipt of the Condominium Information Statement and recommending that the purchaser read the Condominium Information Statement before signing the contract. If the purchaser has such right to cancel and elects to cancel, notice of cancellation must be given pursuant to Section 82.156 of the Texas Uniform Condominium Act.

Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Amended and Restated Declaration of Condominium Regime for Clawson Ridge Condominiums, recorded in the Official Public Records of Travis County, Texas.

CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM INFORMATION STATEMENT

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LIST OF ATTACHMENTS:

ATTACHMENT 1	Amended and Restated Declaration of Condominium Regime for Clawson Ridge Condominiums, recorded in the Official Public Records of Travis County, Texas and amendments thereto
ATTACHMENT 2	Community Manual of Clawson Ridge Condominiums recorded in the Official Public Records of Travis County, Texas
ATTACHMENT 3	Proposed Budget for Clawson Ridge Condominium Community, Inc.
ATTACHMENT 4	Limited Warranty
ATTACHMENT 5	Unit Numbers, Common Interest Allocations, and Estimated Regular Assessments

CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM INFORMATION STATEMENT

1. INTRODUCTION

3700 CLAWSON, LP, a Texas limited partnership ("**Declarant**"), is the developer of the Clawson Ridge Condominiums (the "**Regime**") and Declarant under Declaration. Seller also holds certain rights as a Declarant under the Declaration pursuant to a Partial Assignment of Declarant's Rights, recorded in the Official Public Records of Travis County, Texas (the "**Partial Assignment**"), for the purpose of delivering this Condominium Information Statement. Unless otherwise set forth below, the term Declarant means and refers to 3700 Clawson, LP.

This Condominium Information Statement only relates to the Units in Clawson Ridge Condominiums being offered for sale by Seller.

House Resolution 2600, passed as Public Law No. 113-167 on September 26, 2014, and effective on March 25, 2015, exempts the Units (as defined below) from registration under the Interstate Land Sales Full Disclosure Act, 15 USC §1701 et seq. (the "**Act**"); accordingly, the Units are not registered under the Act and a prospective purchaser will not receive a Property Report as contemplated thereunder.

2. CONDOMINIUM OWNERSHIP

The Regime will utilize the condominium form of ownership and is established pursuant to the Amended and Restated Declaration of Condominium Regime for the Clawson Ridge Condominiums, recorded in the Official Public Records of Travis County, Texas (the "**Declaration**").

By acquiring a Unit, you will be under the jurisdiction of a residential owners association, known as Clawson Ridge Condominium Community, Inc. (the "**Association**") that will administer Clawson Ridge Condominiums. During the "Declarant Control Period", as defined in the Declaration, Declarant will retain certain rights regarding operation and administration of the Association, namely the right to appoint and remove all directors and officers of the Association. The Declaration and the Texas Uniform Condominium Act provide for a two-step transition process to resident control of the Association. The first step occurs within one-hundred twenty (120) days after fifty percent (50%) of the Units that may be created under the Declaration have been conveyed by Declarant. Within this one-hundred twenty (120) day period, the current Board of the Association will call a meeting of all Unit Owners. At this meeting the Owners, excluding the Declarant, will elect one Board member out of a three person Board. Declarant will retain the right to appoint and remove two Board members. The second step occurs within one-hundred twenty (120) days after seventy-five percent (75%) of the Units that may be created under the Declaration have been conveyed by Declarant. Within this one-hundred twenty (120) day period, the current Board of the Association will call a meeting of all Unit Owners. At this meeting the Owners, including Declarant, will elect the entire Board. The Declarant Control Period is described in Appendix A of the Declaration attached to this Condominium Information Statement.

Each Owner of a Unit will own its individual unit in its entirety. All other portions of the Regime will be designated as either "**Limited Common Elements**" or "**General Common Elements**" of the Regime. Limited Common Elements and General Common Elements are sometimes referred to herein collectively as "**Common Elements**". Limited Common Elements are common elements allocated for the exclusive use of one or more owners of Units, e.g., a unit balcony. Certain Common Elements established by the Declaration will be maintained by the Association, with the maintenance costs, capital repairs, reserve funds, insurance premiums, and administrative costs allocated to each Unit. These regular and

recurring expenses will be collected by the Association as “**Regular Assessments.**” Regular Assessments are allocated to each Unit based on the size of Unit.

Each purchaser of a Unit will own an undivided interest in the Common Elements. The undivided interest in the Common Elements owned and appurtenant to each Unit is expressed as a percentage on Attachment 3 to the Declaration.

3. PROPERTY; UNITS

The property submitted to the terms of the Declaration consists of a 0.478 acre portion of Lot 41 of the Theodore Low Heights Subdivision in the deed recorded on June 15, 2007, in Document No. 2007110118, Official Public Records of Travis County, Texas and the south .83 acres of Lot 40 of the Theodore Low Heights Subdivision in the deed recorded on April 30, 2007, in Document No. 2007076670, Official Public Records of Travis County, Texas, and Lot 2 of Meccey Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 73, Page 76 of the Plat Records of Travis County, Texas (the “**Property**”). The Declaration establishes individual Units (each a “**Unit**”) on the Property. The Units are restricted to residential use as set forth more fully in the Declaration.

Clawson Ridge condominiums will include “Stacked Units” and “Townhome Units”, as more particularly described in the Declaration. A Stacked Unit is a Unit within the Regime located directly above or below another Unit, i.e., the Units are “stacked” on top of one another. A Townhome Unit is a Unit within the Regime which does not share horizontal boundaries with another Unit, i.e., the Units are not “stacked” on top of one another.

The condominium established by the Declaration presently includes (28) Townhome Units and eleven (11) Stacked Units. The Declarant has reserved the right to create up to thirty-nine (39) Units upon full buildout of all phases of the Regime which may include land added by the Declarant or through the conversion of general common elements to units in accordance with the Declaration. The total number of additional Units which Declarant has reserved the right to create by amendment is equal to zero (0).

4. THE ASSOCIATION

The Declarant, as permitted by Texas Uniform Condominium Act, has retained the right to control the operation and administration of the Association by the appointment of the board members and officers. The period of time the Declarant is allowed to retain control of the association through the appointment of board members and officers is limited by the Texas Uniform Condominium Act, which limitations are described below.

Until fifty percent (50%) of the number of Units have been conveyed to owners other than Declarant, or earlier if Declarant so determines, Declarant may appoint and remove all board members and officers of the Association. Within one-hundred twenty (120) days after fifty percent (50%) of the number of Units have been conveyed to owners other than Declarant, at least one-third of the board members of the Association (the “**Board**”) will be elected by owners of Units other than Declarant. Within one-hundred twenty (120) days after seventy-five percent (75%) of the Units have been conveyed to owners other than Declarant, the owners of Units, including the Declarant, will elect the Board, and the Board will appoint the officers of the Association.

5. DESCRIPTION OF UNITS

The Units are described on Attachment 1 to the Declaration.

Each purchaser is advised that Attachment 1 to the Declaration includes a description of the Units prior to construction and the size of Units may change during construction. Section 82.153(c) of the Texas Uniform Condominium Act requires that the Declarant promptly amend this Condominium Information Statement to reflect a material and substantial change in its contents, and to furnish a copy of the amendment to the purchaser if the change adversely affects the purchaser. All references to square footage sizes on any website maintained by the Seller or a broker, or on any marketing material provided to the purchaser is an estimate only. Purchasers should rely solely on Attachment 1 attached to the Declaration for a description of a Unit.

Unit Measurements

The size of a Unit may be measured in different ways for different purposes, such as for tax purposes, appraisal purposes, sales purposes, and for purposes of carpeting and paint. Measurements may be of the area under roof, or the air conditioned space, or the area within the Unit's legal boundaries. The legal boundaries of each Unit are established in the Declaration.

6. ESTIMATED MONTHLY ASSESSMENTS AND FEES PAYABLE TO THE ASSOCIATION AT CLOSING

The Declaration requires that each purchaser of a Unit contribute two (2) months of estimated regular assessments to the Association's reserve fund and two (2) months of monthly regular assessments to the Association's working capital fund. This amount will be paid when the purchaser acquires title to the Unit and will be a part of the purchaser's closing costs. Attachment 5 to this Condominium Information Statement includes an estimate of monthly assessments for each Unit. To determine the total amounts payable at closing, multiply the estimated monthly assessment by 4. Contributions to the reserve fund and working capital fund are not advance payments of Assessments and are not refundable. Declarant cannot use working capital fund to pay the Association's operational expenses while the Declarant controls the Association.

Also at closing, the purchaser will also pay 2 months of the estimated assessments to the Association. This payment of assessments is an advance payment; hence the purchaser will receive a credit against the monthly assessments for the first two months after closing. The purchaser may also be required to pay a prorated amount of monthly assessments if the closing occurs in a partial month. This prorated charge is in addition to the 4 months of assessments that are paid in advance.

7. ENCUMBRANCES

Title to each Unit and all Common Elements will be subject to all easements, restrictions, liens, leases and encumbrances recorded against the Property and easements established by the Declaration. The recorded easements, restrictions, liens, leases and encumbrances are listed on Attachment 2 to the Declaration. When you receive a title commitment for the Unit, these items will be listed on Schedule B

of the title commitment. There may be additional items listed on Schedule B that are not included on Attachment 2 to the Declaration. Each purchaser is advised to review Schedule B of the title commitment and to request copies of any items listed on Schedule B from the title company handling the closing.

8. LIMITED WARRANTY

The Limited Warranty for a Unit is attached to this Condominium Information Statement as Attachment 4. The purchaser should review the limited warranty carefully since there are procedures that must be followed by the purchaser after acquiring their Unit to maintain the validity of the warranty and to properly present claims under the warranty. The limited warranty is of limited duration. Warranty services may be provided by a third-party not affiliated with the Seller, and those services may require access to the Unit.

DECLARANT WILL NOT PROVIDE THE OWNER OF ANY UNIT WITH A WARRANTY FOR THE UNIT OR ANY IMPROVEMENTS CONSTRUCTED THEREON, OR ANY IMPROVEMENTS CONSTRUCTED WITHIN THE COMMON ELEMENTS.

9. NO JUDGMENTS OR SUITS

Seller has no actual knowledge of any unsatisfied judgments against the Property nor of any pending suits to which the Association is a party, or which are material to land title and construction of the project.

10. COMMUNITY RULES; FEES FOR USE OF COMMON ELEMENTS

The bylaws, rules and policies for the Association are included in the Community Manual, attached hereto as Attachment 2. The Association may, from time to time, adopt modifications or amendments to the bylaws, rules and policies, and may adopt additional rules and policies from time to time, but any modification or amendment must be approved by the Declarant during the Development Period. The Certificate of Formation of the Association is included in the Community Manual. The Association may, from time to time, charge owners, occupants, and/or guests for the use of certain General Common Elements and amenities within the Property. Examples of these fees include, but are not limited to, fees for special activities or the reservation of the General Common Elements and/or amenities.

11. INSURANCE

The Association will obtain insurance coverage required pursuant to Section 82.111 of the Texas Uniform Condominium Act. The insurance will cover the Units as originally constructed by Declarant, and Common Elements established under the Declaration. The property insurance on the Units will exclude improvements or betterments installed by the purchaser after closing. In other words, if a purchaser installs upgrades or features after closing, those items are not covered. It is possible that additional lines of insurance will be obtained by the Association. In any event, the Declarant will cause the Association to obtain insurance for the Property in accordance with Section 82.111 of the Texas Uniform Condominium Act, and such insurance will be in place prior to the first closing of a Unit.

The Association will obtain commercial general liability insurance, including medical payments, which insurance will cover 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. Each property and commercial liability insurance policy carried by the Association will provide that: (i) 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; (ii) the insurer waives its right to subrogation under the policy against each Unit owner; (iii) no action or omission of a Unit owner, unless within the scope of such owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and (iv) if, at the time of a loss under the policy, there is other insurance in the name of an owner covering the same property covered by the policies obtained by the Association, the Association's policy provides primary insurance.

The insurance obtained by the Association will not cover or provide protection for an owner's personal property (including vehicles) or liability coverage for accidents that occur within a Unit. Each owner should obtain a separate policy for personal property within the owner's Unit; any additions to the Unit installed or caused to be installed by the owner after closing, and for accidents that may occur in the owner's Unit.

12. BUDGET

The estimated and proposed budget for the first fiscal year of the Association is attached to this Condominium Information Statement as Attachment 3, and was prepared by FirstService Residential, 7 Lakeway Centre Court, Ste. 102, Austin, Texas 78734, (512)-620-7071. There were several assumptions made when preparing the budget, namely: (i) 100% occupancy of the Units; (ii) a 100% net collection rate; and (iii) no adjustment for inflation. In addition, the reserves shown on the budget are comprised of a portion of the monthly assessments to be collected from the owners of Units and the reserve payments to be remitted by each purchaser at closing. The budget attached to this Condominium Information Statement may go up or down based on many factors and are presently only estimates. The Declarant is not and will not fund reserves. Reserves will be accumulated over time through assessments or fees paid by the owners of Units.

13. DECLARANT RIGHTS

Declarant has reserved rights to complete the project and market and sale Units. These rights are specifically set forth in the Declaration and Appendix A attached to the Declaration. Certain of those rights have been assigned to Seller. Many of these rights expire upon expiration of the Development Period. The "**Development Period**", as specifically defined in the Declaration, means the seven (7) year period beginning on the date the Declaration is recorded in the Official Public Records of Travis County, Texas. What follows is a brief summary of those rights. For a complete description, please refer to the Declaration. In addition, see Section 4 of this Condominium Information Statement which describes Declarant control of the Association.

- (i). Annexation. During the Development Period, Declarant may annex additional property into the Regime.
- (ii). Creation of Units. The Regime contains twenty-eight (28) Townhome Units and (11) Stacked Units.
- (iii). Architectural Control. During the Development Period, Declarant has the right to review and approve all improvements.
- (iv). Transfer Fees. During the Development Period, Declarant will not pay transfer-related and resale certificate fees. Additionally, during the Development Period, Seller, through

its Partial Assignment, will not pay transfer-related and resale certificate fees pertaining to the Units.

- (v). Statutory Development Rights. As permitted by the Texas Uniform Condominium Act, Declarant has reserved the right under the Declaration (during the Development Period): (i) to add real property to the Regime; (ii) to create units, general common elements, and limited common elements; (iii) to subdivide units and convert units into common elements; and (iv) to withdraw any portion of the real property marked on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights," provided that no Unit in the portion to be withdrawn has been conveyed to an owner other than Declarant.
- (vi). Amendment. Declarant has reserved the right to amend the Declaration under certain circumstances. For example: (a) to exercise any of the rights described in item (vi) above; (b) to meet the requirements, standards, or recommended guidelines of an underwriting lender to enable an institutional or governmental lender to make or purchase mortgage loans; (c) to correct any defects in the execution of the Declaration or the other related documents; and (d) to resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Declaration or the other related documents.
- (vii). Additional Rights. Declarant has reserved the following rights: (i) to complete all improvements anticipated to be constructed within the Property; (ii) to exercise any development right as defined in Section 82.003(a)(12) of the Texas Uniform Condominium Act; (iii) to make the Regime part of a larger condominium or planned community; (iv) to maintain sales, management, and leasing offices, signs, and models within the Regime; and (v) to use easements through the common areas for the purpose of making improvements within the Regime or within real property that may be added to the Regime. Seller, acting as Declarant, through its Partial Assignment has also reserved the following rights: (i) the right to complete Improvements on the Property; and (ii) the right to place or install signs, banners and flags on the Property for the purpose of promoting, identifying and marketing Units established or to be established within the Regime, which are approved in advance by the Declarant; (iii) the right to sponsor marketing events – such as open houses, MLS tours, and broker parties, within the Regime, which are approved in advance by Declarant, to promote the sales of Units; and (iv) the right to have all claims pertaining to the residential improvements constructed within the Property resolved by binding arbitration in accordance with the provisions set forth in Article 20 of the Declaration
- (viii). Additional Easements and Rights. The Declarant has reserved additional rights including: (i) an easement and right to erect, construct, and maintain on and in the common elements and units owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, and marketing of the Property; (ii) the right to sell or lease any unit owned by Declarant; (iii) the right of entry and access to all units to perform warranty-related work, if any, for the benefit of the unit being entered, other units, or common elements; (iv) an easement and right to make structural changes and alterations on common elements and units used by Declarant as models and offices, as may be necessary to adapt them to the uses permitted herein; and (v) an easement over the

Property to inspect the common elements and all improvements thereon and related thereto to evaluate the maintenance and condition of the improvements. Seller, acting as Declarant, through its Partial Assignment has also reserved the right of entry and access to all Units to perform warranty-related work, if any, for the benefit of the Unit being entered, adjoining Units, or Common Elements.

14. EXHIBITS

The exhibits include documents that will be recorded or filed. Because this Condominium Information Statement is issued before those documents have been recorded, unexecuted copies may be included as exhibits. The following exhibits are included with this Condominium Information Statement and are incorporated by reference:

ATTACHMENT 1	Amended and Restated Declaration of Condominium Regime for Clawson Ridge Condominiums and amendments thereto.
ATTACHMENT 2	Community Manual
ATTACHMENT 3	Budget
ATTACHMENT 4	Limited Warranty
ATTACHMENT 5	Unit Numbers, Common Interest Allocations, and Estimated Regular Assessments

15. DOCUMENTS TO BE SIGNED AT CLOSING

Except for the items listed below, at closing Seller does not require purchasers to sign documents other than loan-related documents if the purchase is financed.

- Limited Warranty
- Assignment of Parking (if applicable)
- Acknowledgement of Receipt of Condominium Information Statement

16. DISCLOSURES

THE DECLARATION CONTAINS IMPORTANT DISCLOSURES AND DISCLAIMERS THAT OWNER SHOULD CLOSELY REVIEW, INCLUDING THE FOLLOWING:

- (i). Dispute Resolution. PURCHASER ACKNOWLEDGES AND AGREES THAT A "CLAIM", FOR THE PURPOSE OF THIS PARAGRAPH, INCLUDES: (1) CLAIMS UNDER THE DECLARATION OR THE TEXAS UNIFORM CONDOMINIUM ACT RELATING TO THE RIGHTS AND/OR DUTIES OF THE DECLARANT, THE ASSOCIATION, AND ANY OWNER OF A UNIT; (2) CLAIMS RELATING TO THE ACTS OR OMISSIONS OF THE DECLARANT, THE ASSOCIATION, THE ARCHITECTURAL REVIEW AUTHORITY UNDER THE DECLARATION, AND A PERSON SERVING AS A BOARD MEMBER, OR OFFICER OF THE ASSOCIATION; AND (3) CLAIMS RELATING TO THE DESIGN OR CONSTRUCTION OF THE UNITS OR COMMON ELEMENTS OR ANY IMPROVEMENT IN THE REGIME. ANY CLAIM MUST BE RESOLVED IN ACCORDANCE WITH THE DISPUTE RESOLUTION

PROCEDURES SET FORTH IN THE DECLARATION. THE DISPUTE RESOLUTION PROCEDURES IN THE DECLARATION REQUIRE BINDING ARBITRATION AND FURTHER REQUIRE THAT CERTAIN STEPS BE TAKEN AS A PRECONDITION TO THE INITIATION OF BINDING ARBITRATION.

Seller certifies that it is the preparer of the narrative portion of this Condominium Information Statement within the meaning of Section 82.152 of the Act. Seller has no actual knowledge of any false or misleading statement or any omission of material fact in any portion of this Condominium Information Statement, including the exhibits attached hereto.

CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM INFORMATION STATEMENT

ATTACHMENT 1

DECLARATION

AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
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401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
E-MAIL: RBURTON@WINSTEAD.COM

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME FOR CLAWSON RIDGE CONDOMINIUMS

(A Residential Condominium Project located in Travis County, Texas)

Declarant: 3700 CLAWSON, LP, a Texas limited partnership

THIS DOCUMENT AMENDS AND RESTATES IN ITS ENTIRETY THAT CERTAIN THE DECLARATION OF CONDOMINIUM REGIME FOR CLAWSON RIDGE CONDOMINIUMS, RECORDED AS DOCUMENT NO. 2017098359, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME
FOR
CLAWSON RIDGE CONDOMINIUMS**

This Amended and Restated Declaration of Condominium Regime for Clawson Ridge Condominiums (the “**Declaration**”) is made and established effective as of August 9th, 2017, by **3700 CLAWSON, LP**, a Texas limited partnership (the “**Declarant**”).

RECITALS:

A. Declarant previously recorded that certain Declaration of Condominium Regime for Clawson Ridge Condominiums as Document No. 2017098359, in the Official Public Records of Travis County, Texas (the “**Original Declaration**”), thereby submitting that certain tract or parcel of land in Travis County, Texas, as more particularly described on Exhibit “A” thereto and incorporated therein (the “**Land**”), together with all Improvements thereon and all easements, rights, and appurtenances thereto (collectively, the “**Property**”) to the terms and provisions of the Texas Condominium Act, Chapter 82 of the Texas Property Code, for the purpose of creating Clawson Ridge Condominiums.

B. Declarant has sold the fourteen (14) Townhome Units established by the Original Declaration to 3700 Rooster, Ltd., a Texas limited partnership (“**Rooster**”). Rooster executes this Declaration to evidence its consent to the recording of the Declaration as shown herein below.

C. Declarant and Rooster now desire to amend and restate in its entirety the Original Declaration as set forth herein below.

**ARTICLE 1
DEFINITIONS**

Unless otherwise defined in this Declaration, terms defined in Section 82.003 of the Act have the same meaning when used in this Declaration. The following words and phrases, whether or not capitalized, have specified meanings when used in the Documents, unless a different meaning is apparent from the context in which the word or phrase is used.

1.1 “**Act**” means Chapter 82 of the Texas Property Code, the Texas Uniform Condominium Act, as it may be amended from time to time.

1.2 “**Applicable Law**” means the statutes and public laws and ordinances in effect at the time a provision of the Documents is applied, and pertaining to the subject matter of the Document provision. Statutes and ordinances specifically referenced in the Documents are “**Applicable Law**” on the date of the Document, and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

CLAWSON RIDGE CONDOMINIUMS
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME

1.3 “**Architectural Reviewer**” means Declarant during the Development Period. After expiration of the Development Period, the rights of the Architectural Reviewer will automatically be transferred to the Board.

1.4 “**Assessment**” means any charge levied against a Unit or Owner by the Association, pursuant to the Documents, the Act, or Applicable Law, including but not limited to Regular Assessments, Building LCE Assessments, Special Assessments, Utility Assessments, Individual Assessments, and Deficiency Assessments as defined in *Article 6* of this Declaration.

1.5 “**Association**” means Clawson Ridge Condominium Community, Inc., a Texas non-profit corporation, the Members of which shall be the Owners of Units within the Regime. The term “Association” shall have the same meaning as the term “property owners association” in Section 202.001(2) of the Texas Property Code. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Declaration, the Certificate, the Bylaws, the Act, and Applicable Law.

1.6 “**Attached Unit**” means any Unit within the Regime located within a Building which contains more than two (2) Units.

1.7 “**Board**” means the Board of Directors of the Association.

1.8 “**Building**” means the building(s) described on the Plat and Plans, now existing or hereafter placed on the Property.

1.9 “**Building LCE**” means the Structure of a Building and other facilities within the Building which serve more than one (1) Unit within the Building. Building LCE may also include more than one (1) Building, e.g., all Attached Units may be assigned Building LCE consisting of all Buildings. For the purpose of Building LCE, the term as used in this Declaration does not convey exclusive use rights to a Building. Instead, the term is used to segregate costs associated with the maintenance and repair of a Building to permit those costs to be allocated to an Attached Unit. As set forth in *Section 5.6*, Building LCE may be allocated by the Declarant to Attached Units to permit the Association to separately allocate and charge Owners of Attached Units for the costs of: (i) maintaining, repairing, and replacing, as necessary the Building LCE; (ii) utilities billed to the Association and attributable to particular Buildings; (iii) services billed to the Association and serving Attached Units; (iv) insurance premiums and deductibles attributable to Buildings with Attached Units; and (v) contributions to the reserve funds attributable to Buildings with Attached Units. If Building LCE is designated by the Declarant, the expenses incurred by the Association in connection with administration, maintenance and repair of Building LCE will be defrayed through the levy of Building LCE Assessments.

1.10 “**Bylaws**” mean the bylaws of the Association, as they may be amended from time to time.

1.11 **"Certificate"** means the Certificate of Formation of the Association filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

1.12 **"Common Element"** means all portions of the Property save and except the Units. All Common Elements are **"General Common Elements"** except if such Common Elements have been allocated as **"Limited Common Elements"** by this Declaration for the exclusive use of one or more but less than all of the Units.

1.13 **"Community Manual"** means the community manual, if any, which may be initially adopted and Recorded by the Declarant as part of the initial project documentation for the Regime. The Community Manual may include the Bylaws and Rules and policies governing the Association as the Board determines to be in the best interest of the Association, in its sole and absolute discretion. The Community Manual may be amended, from time to time, by a Majority of the Board; provided, however, that during the Development Period, any amendment to the Community Manual must be approved in advance and in writing by the Declarant.

1.14 **"Declarant"** means **3700 CLAWSON, LP**, a Texas limited partnership. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights and duties under this Declaration to any Person. Declarant may also, by Recorded written instrument, permit any other Person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant's privileges, exemptions, rights and duties under this Declaration.

1.15 **"Declarant Control Period"** means that period of time during which Declarant controls the operation and management of the Association, pursuant to Appendix "A" of this Declaration. The duration of Declarant Control Period expires one hundred and twenty (120) days after title to seventy-five percent (75%) of the maximum Units that may be created hereunder have been conveyed to Owners other than Declarant.

1.16 **"Declaration"** means this document, as it may be amended from time to time.

1.17 **"Development Period"** means the seven (7) year period beginning on the date this Declaration is Recorded, during which Declarant has certain rights as more particularly described on Appendix "A", attached hereto, including rights related to development, construction, expansion, and marketing of the Property. The Development Period is for a term of years and does not require that Declarant own any portion of the Property. Declarant may terminate the Development Period by Recording a notice of termination, provided Declarant obtains the written consent of any Mortgagee on the Development Unit.

During the Development Period, Appendix "A" has priority over the terms and provisions of this Declaration.

1.18 **"Development Unit"** means the Unit described on the Plat and Plans attached hereto as Attachment 1 as "Unit DU".

1.19 **"Documents"** mean, singly or collectively as the case may be, this Declaration, the Plat and Plans, attached hereto as Attachment 1, the Certificate, Bylaws, the Community Manual, and the Rules of the Association, as each may be amended from time to time. An appendix, attachment, exhibit, schedule, or certification accompanying a Document is a part of that Document.

The Documents are subject to amendment or modification from time to time. By acquiring a Unit in Clawson Ridge Condominiums, you agree to comply with the terms and provisions of the Documents, as amended or modified.

1.20 **"General Common Elements"** mean Common Elements which are not Limited Common Elements. General Common Elements refer to those portions of the Property that are designated as "GCE", "General Common Element", "General Common Area", "Common Area", or by the notation "General Common Elements", "GCE", "General Common Area", "Common Area", or "Common Areas" on Attachment 1, attached hereto.

1.21 **"Improvement"** means every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, within the Property.

1.22 **"Limited Common Elements"**, if any, mean those portions of the Property reserved for the exclusive use of one or more Owners to the exclusion of other Owners. Limited Common Elements are designated as "LCE", "Limited Common Elements", or "Limited Common Areas" on Attachment 1, attached hereto and/or as provided in *Section 5.7* and *Section 5.8* of this Declaration.

1.23 **"Majority"** means more than half.

1.24 **"Member"** means a member of the Association, each Member being an Owner of a Unit, unless the context indicates that member means a member of the Board or a member of a committee of the Association.

1.25 **"Mortgagee"** means a holder, insurer, or guarantor of a purchase money mortgage secured by a Recorded senior or first deed of trust lien against a Unit.

1.26 **"Occupant"** means any Person, including any Owner, tenant or otherwise having a right to occupy or use all or any portion of a Unit for any period of time.

1.27 **"Owner"** means a holder of Recorded fee simple title to a Unit. Declarant is the initial Owner of all Units. Mortgagees who acquire title to a Unit through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners. Every Owner is a Member of the Association.

1.28 **"Person"** means any individual or entity having the legal right to hold title to real property.

1.29 **"Plat and Plans"** means the plat and plans attached hereto as Attachment 1, as changed, modified, or amended in accordance with this Declaration.

1.30 **"Property"** means the tract of land in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto, together with all Improvements thereon and all easements, rights, and appurtenances thereto, and includes every Unit and Common Element thereon.

1.31 **"Record, Recordation, Recorded and Recording"** means filing the referenced instrument or document in the Official Public Records of Travis County, Texas.

1.32 **"Regime"** means the Property, Units, General Common Elements, and Limited Common Elements that comprise the condominium regime established by this Declaration.

1.33 **"Rules"** means rules and regulations of the Association adopted in accordance with the Documents or the Act. The initial Rules may be adopted by Declarant (as part of the Community Manual, or otherwise) for the benefit of the Association.

1.34 **"Stacked Unit"** means any Unit within the Regime located directly above or below another Unit, i.e. the Units are "stacked" on top of one another and share a horizontal boundary.

1.35 **"Townhome Unit"** means any attached Unit within the Regime which does not share horizontal boundaries with another Unit, i.e. the Units are not "stacked" on top of one another.

1.36 **"Underwriting Lender"** means a national institutional mortgage lender, insurer, underwriter, guarantor, or purchaser on the secondary market, such as Federal Home Administration (FHA) Federal Home Loan Mortgage Corporation (Freddie Mac), Federal National Mortgage Association (Fannie Mae), the Veterans Administration, or Government National Mortgage Association (Ginnie Mae), singularly or collectively. Use of the term "Underwriting Lender" in this Declaration, and the specific instructions listed in this definition,

may not be construed as a limitation on an Owner's financing options or as a representation that the Property is approved by any specific institution.

1.37 **"Unit"** means a physical portion of the Property designated by this Declaration for separate ownership, the boundaries of which are shown on the Plat and Plans attached hereto as Attachment 1, as further described in *Section 5.2* of this Declaration. The term Unit includes Stacked Units, Townhome Units and the Development Unit.

ARTICLE 2

PROPERTY SUBJECT TO DOCUMENTS

2.1. **Subject To Documents.** The Property is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration, including Declarant's representations and reservations as set forth on Appendix "A", attached hereto, which run with the Property, bind all Persons having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each Owner of the Property.

2.2. **Adjacent Land Use.** Declarant makes no representation of any kind as to current or future uses, actual or permitted, of any land that is adjacent to or near the Property.

2.3. **Additional Property.** Additional real property may be annexed into the Regime and subjected to the Declaration and the jurisdiction of the Association with the approval of Owners holding at least sixty-seven percent (67%) of the total votes in the Association, or, during the Development Period, unilaterally by Declarant as permitted in Appendix "A". Annexation of additional property is accomplished by the Recording of a declaration of annexation, which will include a description of the additional real property. The declaration of annexation may include a description of the Units added to the Regime.

2.4. **Recorded Easements and Licenses.** In addition to the easements and restrictions contained in this Declaration, the Property is subject to all easements, licenses, leases, and encumbrances of record, including those described in the attached Attachment 2, and as shown on a Recorded plat, each of which is incorporated herein by reference. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by prior-recorded easements, licenses, leases, and encumbrances. Each Owner further agrees to maintain any easement that crosses the Owner's Unit and for which the Association does not have express responsibility.

2.5. **Common Elements.** The Common Elements of the Regime consist of all portions of the Regime, SAVE AND EXCEPT the Units.

2.5.1. **Ownership & Maintenance.** The designation of Common Elements is determined by this Declaration. Declarant may install, construct, or authorize Improvements on Common Elements in connection with the development of the

Property, and the cost thereof is not a Common Expense. Thereafter, all costs attributable to Common Elements, including maintenance, insurance, and enhancements, are automatically the responsibility of the Association, unless this Declaration, provides for a different allocation for a specific Common Element.

2.5.2. Acceptance. By accepting an interest in or title to a Unit, each Owner is deemed: (i) to accept the Common Elements, and any Improvement thereon, in their then-existing condition; (ii) to acknowledge the authority of the Association, acting through its Boards of Directors, for all decisions pertaining to the Common Elements; (iii) to acknowledge that transfer of a Common Element's title (if any) to the Association by or through Declarant is a ministerial task that does not require acceptance by the Association; and (iv) to acknowledge the continuity of maintenance of the Common Elements, regardless of changes in the Association's management

ARTICLE 3 PROPERTY EASEMENTS, RIGHTS AND RESTRICTIONS

3.1. General. In addition to other easements, rights and restrictions established by the Documents, the Property is subject to the easements, rights and restrictions contained in this Article.

3.2. Owner's Easement of Enjoyment. Every Owner is granted a right and easement of enjoyment over the General Common Elements and use of Improvements therein, subject to other limitations, rights and easements contained in the Documents. An Owner who does not occupy a Unit delegates this right of enjoyment to the Occupants of his Unit, and is not entitled to use the General Common Elements. In addition, every Owner is granted an easement over the General Common Elements, to the extent necessary, to provide access to an Owner's Unit and for utilities serving the Owner's Unit. The right of access for necessary ingress and egress to an Owner's Unit cannot be suspended by the Board for violations of the Documents or nonpayment of Assessments.

3.3. Owner's Maintenance Easement. Each Owner is hereby granted an easement over and across any adjoining Unit and Common Elements to the extent reasonably necessary to maintain or reconstruct such Owner's Unit, subject to the consent of the Board and the consent of the Owner of the adjoining Unit, or the consent of the Board in the case of Common Elements, and provided that the Owner's use of the easement granted hereunder does not damage or materially interfere with the use of the adjoining Unit or Common Element. Requests for entry into an adjoining Unit must be made to the Board and the Owner of such Unit in advance. The consent of the adjoining Unit Owner will not be unreasonably withheld; however, the adjoining Unit Owner may require that access to its Unit be limited to Monday through Friday, between the hours of 8 a.m. until 6 p.m., and then only in conjunction with actual maintenance or reconstruction activities. Access to the Common Elements for the purpose of maintaining or reconstructing any Unit must be approved in advance and in writing

by the Board. The Board may require that access to the Common Elements be limited to Monday through Friday, between the hours of 8 a.m. until 6 p.m., and then only in conjunction with actual maintenance or reconstruction activities. The Board may require that the Owner abide by additional reasonable rules with respect to use and protection of Units and the Common Elements during any such maintenance or reconstruction. If an Owner damages an adjoining Unit or Common Element in exercising the easement granted hereunder, the Owner will be required to restore the Unit or Common Element to the condition which existed prior to any such damage, at such Owner's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Owner is notified in writing of the damage by the Board or the Owner of the damaged Unit.

Prior to commencing any work upon a Unit which requires access to, over or through the Common Elements or other Units, the Person performing such work must deliver to the Board, in form satisfactory to the Board:

- (i) releases of the Board and the Association for all claims that such Person may assert in connection with such work;
- (ii) indemnities of the Board and the Association, holding each and all of them harmless from and against any claims asserted for loss or damage to persons or property, including, but not limited to, Common Elements or other Units;
- (iii) certificates of insurance, including liability and workmen's compensation coverage, in amounts and with companies reasonably acceptable to the Board; and
- (iv) all other information and assurances which the Board may reasonably require.

3.4. **Owner's Ingress/Egress Easement.** Each Owner is hereby granted a perpetual easement over the Property, as may be reasonably required, for vehicular and pedestrian ingress to and egress from his Unit or the Limited Common Elements assigned thereto.

3.5. **Owner's Encroachment Easement.** Every Owner is granted an easement for the existence and continuance of any encroachment by his Unit on any adjoining Unit or Common Element now existing or which may come into existence hereafter, as a result of construction, repair, shifting, settlement, or movement of any portion of a Building, or as a result of condemnation or eminent domain proceedings, so that the encroachment may remain undisturbed so long as the Improvement stands. The easement granted herein is not intended to permit the continuance of any Improvement installed by an Owner not otherwise approved in advance by the Architectural Reviewer.

3.6. **Easement Of Cooperative Support.** Each Owner is granted an easement of cooperative support over each adjoining Unit and Limited Common Element assigned thereto (if any) as needed for the common benefit of the Property, or for the benefit of Units in a Building, or Units that share any aspect of the Property that requires cooperation. By accepting an interest in or title to a Unit, each Owner: (i) acknowledges the necessity for cooperation in a condominium; (ii) agrees to try to be responsive and civil in communications pertaining to the Property and to the Association; (iii) agrees to provide access to his Unit and Limited Common Elements when needed by the Association to fulfill its duties; and (iv) agrees to refrain from actions that interfere with the Association's maintenance and operation of the Property.

3.7. **Association's Access Easement.** Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, grants to the Association an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Areas and the Owner's Unit and all Improvements thereon for the following purposes:

(i) To perform inspections and/or maintenance that is permitted or required of the Association by the Documents or by Applicable Law.

(ii) To perform maintenance that is permitted or required of the Owner by the Documents or by Applicable Law, if the Owner fails or refuses to perform such maintenance.

(iii) To enforce the Documents.

(iv) To exercise self-help remedies permitted by the Documents or by Applicable Law.

(v) To grant easements to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.

(vi) To respond to emergencies.

(vii) To perform any and all functions or duties of the Association as permitted or required by the Documents or by Applicable Law.

3.8. **Utility Easement.** Declarant, during the Development Period, and the Association thereafter, may grant permits, licenses, and easements over the Common Elements for utilities, and other purposes reasonably necessary for the proper operation of the Regime. Declarant, during the Development Period, and the Association thereafter, may grant easements over and across the Units and Common Elements to the extent necessary or required to provide utilities to Units; provided, however, that such easements will not unreasonably interfere with the use of any Unit for residential purposes. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines

and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property; provided, however, this easement may not be exercised without prior notice to the Board and may not unreasonably interfere with the use of a Unit for residential purposes. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, master or cable television, and security.

3.9. **Greenbelt Easement.** It is anticipated that the Association will be assigned the rights and obligations of the "Grantee" under that certain Greenbelt Access and Use Easement, recorded as Document No. 2010070731 in the Official Public Records of Travis County, Texas (the "**Greenbelt Easement**") at which time the Association will be responsible for all of Grantee's obligations under the Greenbelt Easement, including the obligation to maintain, landscape and irrigate the "Easement Property" as defined in Greenbelt Easement and the obligation to maintain insurance as required by the Greenbelt Easement.

3.10. **Joint Use Access Easement.** The Property is subject to a Joint Use Access Easement recorded as Document No. 2011049988 of the Official Public Records of Travis County, Texas, which provides joint access to and from the Property and an adjoining tract (the "**JUA Easement**"). The Association is responsible for all of the obligations of the "Owner of Tract Two" as defined and pursuant to the JUA Easement, including the obligation to pay all costs to repair and maintain the access improvements until the current "Owner of Tract One", William Lance Corsbie, Jr., conveys Tract One (as defined in the JUA Easement) to a subsequent owner at which time the owners of each tract shall each pay 50% of all costs to repair and maintain the access improvements.

NOTICE

PLEASE READ CAREFULLY THE FOLLOWING PROVISIONS ENTITLED "SECURITY" AND "INJURY TO PERSON OR PROPERTY". THE PROVISIONS LIMIT THE RESPONSIBILITY OF DECLARANT AND THE ASSOCIATION FOR CERTAIN CONDITIONS AND ACTIVITIES.

3.11. **Security.** The Association may, but is not obligated to, maintain or support certain activities within the Property designed, either directly or indirectly, to improve safety in or on the Property. Each Owner and Occupant acknowledges and agrees that Declarant, the Association, and their respective directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of security within the Property. Each Owner and Occupant acknowledges and accepts that it is the sole responsibility of the Owner or Occupant to provide security for their own person and property, and each Owner and Occupant assumes all risks for loss or damage to same. Each Owner and Occupant further acknowledges that Declarant, the Association, and their respective directors, officers, committees, agents, and employees have made no representations or warranties, nor has the Owner or Occupant relied on any representation or warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglary, and/or intrusion systems

recommended or installed, or any security measures undertaken within the Property. **Each Owner and Occupant acknowledges and agrees that Declarant, the Association, and their respective directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of any failure to provide adequate security or the ineffectiveness of security measures undertaken.**

3.12. **Injury to Person or Property.** Neither the Association nor Declarant, or their respective directors, officers, committees, agents, and employees have a duty or obligation to any Owner, Occupant or their guests: (a) to supervise minor children or any other Person; (b) to fence or otherwise enclose any Limited Common Element, General Common Element, or other Improvement; or (c) to provide security or protection to any Owner, Occupant, or their guests, employees, contractors, and invitees from harm or loss. By accepting title to a Unit, each Owner agrees that the limitations set forth in this Section are reasonable and constitute the exercise of ordinary care by the Association and Declarant. **Each Owner agrees to indemnify and hold harmless the Association and Declarant, and Declarant's agents from any claim of damages, to Person or property arising out of an accident or injury in or about the Regime to the extent and only to the extent caused by the acts or omissions of such Owner, his tenant, his guests, employees, contractors, or invitees to the extent such claim is not covered by insurance maintained by the Association at the time of such accident or injury.**

3.13. **Easement to Inspect and Right To Correct.** During the Development Period, Declarant reserves for itself and for Declarant's architect, engineer, other design professionals, builder, and general contractor the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, Improvement, or condition that may exist on any portion of the Property, including the Units, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. The party exercising the easement reserved hereunder, will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of a utility panel may be warranted by a change of circumstance, imprecise siting, or desire to comply more fully with Applicable Law. This Section may not be construed to create a duty for Declarant or the Association, and may not be amended without Declarant's written and acknowledged consent. In support of this reservation, each Owner, by accepting an interest in or title to a Unit, hereby grants to Declarant, and the Declarant's architect, engineer, other design professionals, builder, and general contractor an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Elements and each Unit for the purposes contained in this Section.

3.14. **Assignment of Parking.** Declarant reserves the right, to designate and assign portions of the Common Elements as parking spaces for the exclusive use of any Owner. Each assignment of parking space(s) to a Unit will be memorialized by a written instrument, executed by Declarant and Recorded, which shall identify the parking space(s) and the Unit assigned thereto. The assignment shall be made a part of the corporate records of the Association, will be considered an agreement between the Association and such Owner with

regard to use of the parking spaces so assigned, and may not be terminated or modified without the consent of Declarant during the Development Period, the Association, and the Owner of the Unit to which the parking space(s) was assigned. Parking spaces not specifically assigned by Declarant for the exclusive use of an Owner of a Unit will be under the exclusive control and administration of the Association after expiration of the Development Period.

3.15. **Assignment of Storage.** Declarant reserves the right to designate and assign portions of the Common Elements as storage for the exclusive use of any Owner. Each assignment of storage to a Unit will be memorialized by a written instrument, executed by Declarant and Recorded, which shall identify the storage space(s) and the Unit assigned thereto. The assignment shall be made a part of the corporate records of the Association, will be considered an agreement between the Association and such Owner with regard to use of the storage spaces so assigned, and may not be terminated or modified without the consent of Declarant during the Development Period, the Association, and the Owner of the Unit to which the storage space(s) was assigned. Storage space not specifically assigned by Declarant for the exclusive use of an Owner of a Unit will be under the exclusive control and administration of the Association after expiration of the Development Period. The Board reserves the right to adopt specific rules and regulations regarding the use and access of the storage units.

ARTICLE 4 **DISCLOSURES**

This Article discloses selective features of the Regime that may not be obvious to potential Owners and Occupants. Because features may change over time, no disclosure in this Article should be relied upon without independent confirmation.

4.1. **Service Contracts.** In connection with construction of the Unit, the Unit may have been wired or fitted for one or more services to be provided by vendors to the Owner on a contract basis, such as intrusion monitoring and cable television. In exchange for such installations, Declarant may have contracted on behalf of the Owner for a period of service to the Owner's Unit. In that event, whether or not an Owner chooses to use the service, the Owner may be required to pay the Unit's share of the contract for the contract period. The Association may serve as the conduit for the service fees and payments, which may be considered Regular Assessments, Building LCE Assessments (if applicable) or Individual Assessments. **However, the Association is not the service provider and has no responsibility or liability for the availability or quality of the service, or for the maintenance, repair, or replacement of the wires, conduits, equipment, or other fittings relating to the contract service.**

4.2. **Fire Sprinklers.** One or more Buildings within the Regime may be constructed with a fire sprinkler system. This means that water lines and sprinkler heads may be in the ceilings above rooms in certain Units. Damage to, or a malfunction of, a water line or sprinkler head may harm or destroy real and personal property. Notwithstanding any provision in this Declaration to the contrary, the fire sprinkler system, if any, will be maintained by the Association with the costs of maintenance, operation and repair levied through Regular

Assessments. However, each Owner is solely responsible for: (i) preserving the integrity and functionality of the building's fire sprinkler system located in the Owner's Unit; (ii) instructing the Occupants, invitees, and contractors and other Persons working in and on the Owner's Unit about the care and protection of the sprinkler system, including any applicable Rules; and (iii) any damage to the Owner's Unit, an adjoining Unit, a Common Element, or any personal property (such as furnishings and clothing) caused by the Owner, or the Owner's Occupants, invitees, and contractors and other Person's, abuse or negligent acts which cause a malfunction of any component of the sprinkler system. Additionally, each Owner is hereby advised that the local municipal or fire authorities may periodically access the Unit for the purpose of conducting inspections of the fire sprinkler system. Inspection may include drainage and recharge of the lines. Any such inspection will be coordinated through the Association, who will contact the Owners to ensure orderly access to the Units. Any expenses incurred in connection with the inspection will be a common expense of the Association.

4.3. **Adjacent Thoroughfares.** The Property is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

4.4. **Zoning.** No representations are made regarding the zoning of adjacent property. The zoning and use of adjacent property may change in the future.

4.5. **Outside Conditions.** Since in every neighborhood there are conditions that different people may find objectionable, it is acknowledged that there may be conditions outside of the Property that an Owner or Occupant may find objectionable, and it shall be the sole responsibility of an Owner or Occupant to become acquainted with neighborhood conditions that could affect the Property and Unit.

4.6. **Concrete.**

(i) **Cracks.** Minor cracks in poured concrete, including foundations, sidewalks, driveways and patios, are inevitable as a result of the natural movement of soil (expansion and contraction), shrinkage during the curing of the concrete, and movement of a Building.

(ii) **Exposed Floors.** This Section applies to Units with exposed concrete floors. This notice is given because some Owners are inexperienced with concrete flooring. In deciding whether, when, and how to fill cracks in exposed concrete floors, an Owner is hereby made aware that the color and texture of the fill material may not match the rest of the concrete floor. On some exposed concrete floors, fill materials make minor cracks more noticeable than if the cracks had been left in their natural state. In addition, an Owner is hereby made aware that any specification for polished concrete does not mean an Owner will be able to actually see his reflection in the floor.

4.7. **Construction Activities.** Declarant will be constructing portions of the Regime and engaging in other construction activities related to the construction of Units and Common Elements. Such construction activities may, from time to time, produce certain conditions on the Regime, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) noxious, toxic or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) unusual fire or explosion hazards; (vii) temporary interruption of utilities; and/or (viii) other conditions that may threaten the security or safety of Persons on the Regime. Notwithstanding the foregoing, all Owners and Residents agree that such conditions on the Regime resulting from construction activities shall not be deemed a nuisance and shall not cause Declarant and its agents to be deemed in violation of any provision of the Declaration.

4.8. **Moisture.** The 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 properly maintained by Owners and Occupants, 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.** (See *Section 9.6* for certain duties of an Owner with respect to mold).

4.9. **Encroachments.** Improvements may have been constructed on adjoining lands that encroach onto the Property. Declarant gives no representations or warranties as to property rights, if any, created by any such encroachments.

4.10. **Budgets.** Any budget prepared by or on behalf of the Association is based on estimated expenses only without consideration for the effects of inflation. The estimated expenses reflected on a budget may increase or decrease significantly when the actual expenses become known.

4.11. **Light and Views.** The natural light available to and views from a Unit can change over time due to among other things, additional development and the removal or addition of landscaping. **NATURAL LIGHT AND VIEWS ARE NOT PROTECTED.**

4.12. **Schools.** No representations are being made regarding which schools may now or in the future serve the Unit.

4.13. **Sounds.** No representations are made that the Unit is or will be soundproof or that sound and/or vibrations may not be transmitted from one Unit to another or from the Common Elements (including, but not limited to, any amenity areas) to a Unit. Sound transmissions and/or vibrations between Units and Common Elements are inherent in attached condominium construction and are not construction defects. The plumbing and concrete, tile,

and hardwood surfaces and other uncovered surfaces within a Unit may transmit noise from one Unit to another.

4.14. **Urban Environment.** The Property is located in an urban environment. Land adjacent or near the Property may contain or may be developed to contain residential and commercial uses. Sound and vibrations may be audible and felt from such things as sirens, whistles, horns, the playing of music, people speaking loudly, trash being picked up, deliveries being made, equipment being operated, dogs barking, construction activity, building and grounds maintenance being performed, automobiles, buses, trucks, ambulances, airplanes, trains and other generators of sound and vibrations typically found in an urban area. In addition to sound and vibration, there may be odors (from restaurants, food being prepared and dumpsters) and light (from signs, streetlights, other buildings, car headlights and other similar items) in urban areas and these things are part of the reality and vibrancy of urban living.

4.15. **Unit Plans and Dimensions.** Any advertising materials, brochures, renderings, drawings, and the like, furnished by Declarant to Owner which purport to depict the Unit to be constructed or any portion thereof, are merely approximations and do not necessarily reflect the actual as-built conditions of the same. Room dimensions, Unit size and elevations may vary due to the nature of the construction process and site conditions. If the Owner is concerned about any representations regarding room dimensions, Unit size and elevations, the Owner should conduct its own investigation of such matters prior to contracting for the purchase of a Unit.

4.16. **Water Runoff.** The Property may be subject to erosion and/or flooding during unusually intense or prolonged periods of rain. In addition, water may pond on various portions of the Property having impervious surfaces, such as the parking area, terraces, and balconies, as applicable.

4.17. **Unit Systems.** No representations are made that the systems in the Unit including, by way of example only, heating and air conditioning and electrical systems will operate or perform at a level or standard greater than the minimum specifications of the manufacturer. In addition, the performance and methods and practices of operating heating and cooling systems can be directly affected by the orientation and location of a room or Unit in relation to the sun.

4.18. **Upgrades.** The cost of upgrades may not necessarily result in a commensurate increase in the value of the Unit.

4.19. **Dryer Vents.** Certain Units in the Building may require long vents for the dryer. Each Owner is responsible for determining whether such a vent is required for any dryer to be located in the Owner's Unit. The failure to utilize the appropriate dryer vent may create a fire hazard for which the Owner shall be responsible.

4.20. **Location of Utilities.** Declarant makes no representation as to the location of mailboxes, utility boxes, street lights, fire hydrants or storm drain inlets or basins.

4.21. **Wood.** Natural wood has considerable variation due to its organic nature. There may be shades of white, red, black or even green in areas. In addition, mineral streaks may also be visible. Grain pattern or texture will vary from consistent to completely irregular; wood from different areas of the same tree can also have variations in pattern or texture. These variations in grain will in turn accept stain in varying amounts, which will show throughout the wood products from one door to the next, one panel to the next or one piece of wood to the next. Also, cabinet finishes (including gloss and/or matte finishes) will not be entirely consistent and some irregularities will be apparent. Additionally, wood and wood products may be subject to warping, splitting, swelling and/or delamination. Wood floors may require more maintenance than some man-made materials. Owners of Units with wood floors should educate themselves about wood floor care.

4.22. **Stone.** Veins and colors of any marble, slate or other stone in the Unit, if any, may vary drastically from one piece of stone to another. Each piece is different. Marble, granite, slate and other stone can also have chips and shattering veins, which look like scratches. The thickness of the joints between marble, granite, slate and other stone and/or other materials against which they have been laid will vary and there will be irregularities in surface smoothness. Marble and other stone finishes may be dangerously slippery and Declarant assumes no responsibility for injuries sustained as a result of exposure to or use of such materials. Periodic use of professionally approved and applied sealant is needed to ensure proper maintenance of the marble, granite, slate and other stone and it is the Owner's responsibility to properly maintain these materials. Marble, granite and other stone surfaces may scratch, chip or stain easily. Such substances, as part of their desirable noise attenuating properties, may flex or move slightly in order to absorb impacts. Such movement may in turn cause grout to crack or loosen or cause some cracking in the stone flooring which may need to be repaired as part of normal home maintenance.

4.23. **Chemicals.** The Building and Units contain products that have water, powders, solids and industrial chemicals used in construction. The water, powders, solids and industrial chemicals will and do contain mold, mildew, fungus, spores and chemicals that may cause allergic or other bodily reactions in certain individuals. Leaks, wet flooring and moisture will contribute to the growth of molds, mildew, fungus or spores. Declarant is not responsible for any illness or allergic reactions that a person may experience as a result of mold, mildew, fungus or spores. It is the responsibility of the Owner and/or Occupant to keep the Unit clean, dry, well ventilated and free of contamination.

4.24. **Paint.** Due to the large quantity of paint used in the Building and Units, Owner should be aware that slight variations in paint shade may exist. Due to the properties within today's paints, Owner should expect paint to yellow or fade with time. This is a normal occurrence and is neither a construction defect nor a warrantable item. Avoid washing or

scrubbing painted walls. Lightly soiled areas may be cleaned using a sponge with water and lightly wiping over the soiled areas.

4.25. **Fixtures.** Certain materials used for fixtures in the Unit (including, but not limited to, brass/chrome plumbing fixtures, brass/chrome bathroom accessories and brass/chrome light fixtures) are subject to discoloration and/or corrosion over time. This is a normal occurrence and this is neither a construction defect nor a warrantable item.

4.26. **Marketing.** Declarant's use of a sales center and/or model Units or reference to other construction by Declarant is intended only to demonstrate the quality of possible finish details, the basic floor plans, and styles of Units available for purchase. The Unit may not conform to any model Unit in any respect, or contain some or all of the amenities featured, such as furnishings and appliances. Likewise, any model Unit is intended only to demonstrate the size and basic architectural features of the project. The project or an individual Unit, may not conform to the models displayed by Declarant. Declarant may have shown prospective purchasers model homes, floorplans, sketches, drawings, and scale models of Units or the project (collectively "**Promotional Aids**"). Owner understands and agrees that the Promotional Aids are conceptual, subject to change, for display purposes only, and may not be incorporated into the project or a Unit. Declarant retains the right to obtain and use photography of the Property (including any Unit) for publication and advertising purposes.

4.27. **Parking Rules and Regulations.** The parking area and driveways located within the Regime will be operated and maintained by the Association. By acquiring a Unit in the Regime, each Owner acknowledges and agrees that use of the parking areas or driveways will be subject to all applicable Rules. The Association, acting through the Board, has the express authority to adopt, amend, repeal, and enforce Rules for use of driveways and parking areas, including but not limited to:

- (i) Identification of vehicles used by Owners and Occupants and their guests.
- (ii) Designation of no-parking areas and loading/unloading zones.
- (iii) Limitations or prohibitions on driveway parking.
- (iv) Removal or prohibition of vehicles that violate applicable Rules.
- (v) Fines for violations of applicable Rules.

Location, alignment and striping of parking spaces assigned to the Unit may vary from the depiction on any parking plan shown to a prospective purchaser. Any parking plan prepared by the Declarant or the Association is approximate and may not precisely conform to as-built conditions. Trucks, sports utility vehicles, vans, minivans, large sedans, or any other vehicles other than compact passenger vehicles may not fit into parking spaces. Declarant makes no representations or warranties that any trucks, sports utility vehicles, vans, minivans,

large sedans, or any other vehicles other than compact passenger vehicles will actually fit into **any parking spaces, including any parking space(s) to be assigned to a Unit.**

4.28. **Unified Development Agreement.** The Property is subject to the terms and provisions of that certain Declaration of Easements and Restrictive Covenant Regarding Unified Development and Maintenance of Drainage Facilities, recorded as Document No. 2011049990 in the Official Public Records of Travis County, Texas (the "**Unified Development Agreement**"). The Association is responsible for all of the obligations of the "Owners" pursuant to the Unified Development Agreement, including the obligation to maintain the "Facilities", as such term is defined in the Unified Development Agreement, as described therein.

ARTICLE 5

UNITS, LIMITED COMMON ELEMENTS & ALLOCATIONS

5.1. **Initial Submitted Units and Maximum Number of Units.** The Regime will consist of fourteen (14) Townhome Units and one (1) Development Unit. During the Development Period, Declarant, as permitted in Appendix "A", has reserved the right to create a maximum of thirty-nine (39) Units on the Property and additional property added to the Regime. To add Units to the Regime, Declarant during the Development Period may, from time to time, file an amendment to this Declaration creating such additional Units. To add additional Units to the Regime established by the Declaration, Declarant shall prepare, execute, and record an amendment to this Declaration and the Plat and Plans which amendment will: (i) assign an identifying number to each new Unit; (ii) reallocate the Common Interest Allocation among all Units then existing within the Regime; (iii) describe any Limited Common Elements; if any, created or designated to each new Unit; and (iv) with respect to new Units, include the information required by Section 82.055 and Section 82.059(b) of the Texas Uniform Condominium Act. To add additional property to the Regime, Declarant will record a declaration of annexation in the Official Public Records of Travis County, Texas, which will include a description of the additional real property. The declaration of annexation may also include a description of the Units added to the Regime if the Declarant elects to create Units upon recordation of the declaration of annexation OR Declarant may elect to create additional Units or Common Elements on the additional property subsequent to the recordation of the declaration of annexation. No assurance is given as to the dispersion of new Units, total number of new Units, or size of such Units.

5.2. **Unit Boundaries.** The boundaries and identifying number of each Unit are shown on the Plat and Plans attached as Attachment 1. The boundaries are further described as follows:

5.2.1. **Stacked Units.**

(i) **Horizontal (Upper and Lower) Boundaries.** The upper horizontal boundary of each Stacked Unit is the horizontal plane formed by outside facing

surface of the material which comprises the permanent ceiling in the Stacked Unit. The lower horizontal boundary of each Stacked Unit is the horizontal plane formed by the uppermost surface of the unfinished concrete (in the case of ground floor Stacked Units) or the uppermost surface of the material which comprises the permanent floor (in the case Stacked Units not on the ground floor). The actual concrete slab foundation is a General Common Element. Anything on or affixed to the top of unfinished concrete or the material which comprises the permanent floor in the case of Stacked Units not on the ground floor is part of the Stacked Unit. If a Unit comprises multiple floors, the horizontal boundary of each portion of the Unit is defined pursuant to this *Section 5.2.1* independently of the portion of the same Unit located on a different floor.

(ii) uppermost surface of the material comprising the sub-floor is part of the Stacked Unit.

(iii) Vertical (Perimeter) Boundaries. The vertical or perimeter boundaries of each Stacked Unit are as follows:

(A) For portions of the Stacked Unit which adjoin an exterior wall of the Building, the lateral boundaries are the planes which extend from the lower horizontal boundary of the Stacked Unit to the upper horizontal boundary of the Stacked Unit defined by the inside-facing surfaces of each stud wall forming the exterior wall and by the outside-facing surfaces of the outermost component of doors and windows in the perimeter walls.

(B) For portions of the Stacked Unit which adjoin a wall separating the Stacked Unit from another Stacked Unit, the vertical plane created by the centerline of such wall, extending from the lower horizontal boundary of the Stacked Unit to the upper horizontal boundary of the Stacked Unit.

(C) For portions of the Stacked Unit which adjoin a Common Element corridor, hallway or stairway, the inside-facing surfaces of each stud wall forming the exterior wall and by the outside-facing surfaces of the outermost component of doors and windows, extending from the lower horizontal boundary of the Stacked Unit to the upper horizontal boundary of the Stacked Unit.

(iv) Balconies and Patios. Any balcony or patio that is attached to the living area of a Stacked Unit and which is accessed via the Stacked Unit's living area is part of the Stacked Unit. The boundaries of the balcony or patio portion of a Stacked Unit are the outermost construction materials of the walls, floors,

railings, and ceilings (if any) of the balcony or patio area, including, for example, metal railings.

5.2.2. Townhome Units.

(i) Horizontal (Upper and Lower) Boundaries. The upper horizontal boundary of each Townhome Unit is the horizontal plane formed by outside facing surface of the material which comprises the permanent ceiling in the Townhome Unit. The lower horizontal boundary of each Townhome Unit is the horizontal plane formed by the uppermost surface of the unfinished concrete on the ground floor of the Townhome Unit. The actual concrete slab foundation is a General Common Element. Anything on or affixed to the top of unfinished concrete is part of the Townhome Unit.

(ii) Vertical (Perimeter) Boundaries. The vertical or perimeter boundaries of each Townhome Unit are as follows:

(A) For portions of the Townhome Unit which adjoin an exterior wall of the Building, the lateral boundaries are the planes which extend from the lower horizontal boundary of the Townhome Unit to the upper horizontal boundary of the Townhome Unit defined by the inside-facing surfaces of each stud wall forming the exterior wall and by the outside-facing surfaces of the outermost component of doors and windows. All doors and windows servicing a single Townhome Unit are part of that Townhome Unit.

(B) For portions of the Townhome Unit which adjoin a wall separating the Townhome Unit from another Townhome Unit, the vertical plane created by the centerline of such wall, extending from the lower horizontal boundary of the Townhome Unit to the upper horizontal boundary of the Townhome Unit.

(iii) Balconies and Patios. Any balcony or patio that is attached to the living area of a Townhome Unit and which is accessed via the Townhome Unit's living area is part of the Townhome Unit. The boundaries of the balcony or patio portion of a Townhome Unit are the outermost construction materials of the walls, floors, railings, and ceilings (if any) of the balcony or patio area, including, for example, metal railings.

5.2.3. Development Unit. The boundaries and identifying number of the Development Unit is shown on the Plat and Plans attached hereto as Attachment 1. The boundaries of the Development Unit is further described as follows:

(i) Lower Boundary of the Unit. The horizontal plane corresponding to the finished grade of the land within the Development Unit as described and defined on Attachment 1.

(ii) Upper Boundary of the Unit. The horizontal plane parallel to and fifty feet (50') above the lower boundary of the Development Unit.

(iii) Lateral Boundaries of the Unit. A plane located on each side of the Development Unit perpendicular to the lower and upper horizontal planes, from the lower boundary of the Development Unit to the upper boundary of the Development Unit.

5.3. **No Relation to Living Areas.** The space contained within the Unit's vertical and horizontal boundaries is not related to the size of the Unit's living areas. Similarly, the Units are initially marketed on the basis of representational floorplans, each of which is marked with an estimated size taken from architectural drawings. Those marketing sizes may vary from the size of the actual space contained within the Unit's vertical and horizontal boundaries.

5.4. **Units Generally.** If the foregoing description of Unit boundaries is inconsistent with the Plat and Plans, then *Section 5.2* hereof will control. It is the express intent of the Declarant that the property described as being part of a Unit shall for all purposes herein be treated as and constitutes a lawfully described "Unit" as that term is defined in the Act. In the event that there is a final judicial determination by a court of competent jurisdiction that the boundaries of a Unit or any portion thereof are so indefinite and vague so as to not create a legally constituted "Unit" within the meaning of the Act, then that portion of the Unit that has not been adequately described shall be severed from the property deemed a part of the Unit (if the remainder of the Unit, excluding the severed portion thereof, constitutes a properly described "Unit" under the Act) and shall thereafter be deemed a Limited Common Elements reserved to the exclusive use of said Unit, subject to the rights and obligations of other Owners with respect to said property.

5.5. **What the Unit Includes.** Each Unit includes the spaces and Improvements within the above-described vertical and horizontal boundaries, including without limitation, any windows, window screens and frames, exterior doors, door hardware, or garage doors (if applicable). Each Unit also includes improvements, fixtures, and equipment serving the Unit exclusively, whether located inside or outside the Unit, whether or not attached to or contiguous with the Unit, including but not limited to, the following (if any): water heaters, solar systems, air conditioners, utility meters, fuse boxes, electrical switches, wiring, pipes, ducts, conduits, smoke detectors, security systems, television antennas, lighting fixtures, telephone and electrical receptacles, and skylights. Except as specifically included above, each Unit excludes the spaces and improvements lying outside of the vertical and horizontal boundaries. Each Unit also excludes any chute, pipe, flue, duct, wire, or conduit running through a Unit for the purpose of furnishing utility and similar services to other Units and/or Common Elements.

SIZE OF UNIT

The size of a Unit may be measured different ways for different purposes, such as for tax purposes, appraisal purposes, sales purposes, and for purposes of carpeting and paint. No single measurement is definitive for all purposes. Measurements may be of the area under roof, or the air conditioned space, or the area within the Unit's legal boundaries. The Unit's partition wall cavities and/or its perimeter wall cavities may or may not be included.

5.6. **Designation of Building LCE.** Building 5 that includes Units 500, 501, 502, 503, 504, 505, 506, 507 and 508 and Building 6 that includes Units 600, 601, 602, 603 and 604 is hereby designated as Building LCE for such Units. During the Development Period, the Declarant reserves the right to designate additional Building LCE to Attached Units to permit the Association to separately allocate and charge Owners of Attached Units for the costs of: (i) maintaining, repairing, and replacing, as necessary the Building LCE; (ii) utilities billed to the Association and attributable to particular Buildings; (iii) services billed to the Association and serving Attached Units; (iv) insurance premiums and deductibles attributable to Buildings with Attached Units; and (v) contributions to the reserve funds attributable to Buildings with Attached Units. The expenses incurred by the Association in connection with administration, maintenance and repair of Building LCE will be defrayed through the levy of Building LCE Assessments. Declarant, during the Development Period, reserves the right to: (i) terminate Building LCE previously designated or assigned to Units, if the Development Unit is subdivided into Attached Units and Declarant determines that there will be no Development Unit within the Regime; or (ii) assign Building LCE to Attached Units created as a result of re-subdivision of the Development Unit.

5.7. **Initial Designations Of Limited Common Elements.** Portions of the Common Elements may be allocated as Limited Common Elements on the Plats and Plans, attached hereto as Attachment 1, by use of "LCE" and the identifying number of the Unit to which the Limited Common Element is appurtenant, or by use of a comparable method of designation.

5.8. **Subsequent Allocation Of Limited Common Elements.** A Common Element not allocated by this Declaration as a Limited Common Element may be so allocated only in accordance with the Act or the provisions of this Declaration. Declarant has reserved the right as set forth in Appendix "A" of this Declaration, to create and assign Limited Common Elements within the Property.

5.9. **Common Interest Allocation.**

5.9.1. The percentage of interest in the Common Elements (the "**Common Interest Allocation**") allocated to each Unit is set forth on Attachment 3. In the event additional Units are added to the Regime, and whether through the conversion of General Common Elements, subdivision of Units (including the Development Unit), combination of Units, or the addition of land, the Common Interest Allocation will be reallocated among the Units created by plan type. In the event Units are combined into

a single unit or units with a configuration which differs from the original combined Units, the Common Interest Allocation originally assigned to such Units will be reallocated among the combined or re-configured Units pro-rata based on square footage.

5.9.2. Declarant has reserved the right to subdivide the Development Unit into Townhome Units or Stacked Units, which right may be terminated by Declarant by providing written notice to the Association. Notwithstanding anything contained herein to the contrary, at such time as Declarant provides notice to the Association terminating its right to create additional Townhome Units or Stacked Units by subdividing the Development Unit, unless otherwise expressly provided in such notice, any remaining portion of the Development Unit not previously subdivided into Townhome Units or Stacked Units shall be automatically converted into General Common Element, and the Common Interest Allocation assigned to the Development Unit shall be automatically allocated to each Townhome Unit and Stacked Unit created based on the plan type of each Townhome Unit and Stacked Unit.

5.9.3. As indicated on Attachment 3, each Unit has been assigned to a plan type group and the Common Interest Allocation is based on whether the Unit falls within the estimated square footage range assigned to the plan types within a plan type group. Declarant reserves the right to create different plan types in conjunction with the creation of additional Units and further reserves the right to re-assign a Unit to a different plan type group if the Unit configuration is altered and provided Declarant is the Owner of the Unit on the date the amendment re-assigning the Unit to an alternate plan type group is Recorded. In the event an amendment to this Declaration is filed which reallocates the Common Interest Allocation as a result of any modification of Units or any increase or decrease in the number of Units, the reallocation will be effective on the date such amendment is Recorded.

The square footage used to assign a Common Interest Allocation to a Unit excludes square footage contained within a balcony or patio of a Unit and is an estimate and may differ from the square footage contained within the legal boundaries of the Unit established pursuant to *Section 5.2* and the living area within a Unit.

5.10. **Building LCE Allocation.** The percentage of liability for Building LCE Assessments ("**Building LCE Allocation**") is set forth on Attachment 3. The Building LCE Allocation attributable to an Attached Unit will change if additional Attached Units are added to the Regime and assigned the same Building LCE as the Attached Units which were created prior to the additional Units, whereupon the allocation will be determined based on the Common Interest Allocation assigned to the Attached Units sharing the same Building LCE. In the event Attached Units in a Building are combined into a single unit or units with a configuration which differs from the original combined Attached Units, the Building LCE Allocation originally assigned to such Attached Units will be reallocated among the combined or re-configured Attached Units pro-rata based on the Common Interest Allocation attributable

to the Attached Units. For the purpose of Building LCE, the term as used in this Declaration does not convey exclusive use rights to a Building. Instead, the term is used to segregate costs associated with the maintenance and repair of a Building to permit those costs to be allocated to an Attached Unit.

5.11. **Common Expense Liabilities.** The percentage of liability for common expenses allocated to each Unit (the “**Common Expense Liability**”) and levied pursuant to Article 6 allocated to each Unit is set forth on Attachment 3. In the event additional Units are added to the Regime, and whether through the conversion of General Common Elements, subdivision of Units (including the Development Unit), combination of Units, or the addition of land, the Common Expense Liability will be reallocated among the Units created by plan type.

5.12. **Votes.** One (1) vote is allocated to each Attached Unit and twenty-five (25) votes are allocated to the Development Unit. Declarant has reserved the right to subdivide the Development Unit into Townhome Units or Stacked Units, which right may be terminated by Declarant by providing written notice to the Association. In the event Declarant subdivides the Development Unit for the purpose of creating any Stacked Units or Townhome Units, each Stacked Unit or Townhome Unit so created shall be allocated one (1) vote and the amount of votes previously allocated to the Development Unit shall be reduced by the number of Stacked Units or Townhome Units so created. At such time as Declarant provides notice to the Association terminating its right to create additional Townhome Units or Stacked Units by subdividing the Development Unit, unless otherwise expressly provided in such notice, any remaining portion of the Development Unit not previously subdivided into Townhome Units or Stacked Units shall automatically be converted into General Common Element.

ARTICLE 6 **COVENANT FOR ASSESSMENTS**

6.1. **Purpose of Assessments.** The Association will use Assessments for the general purposes of preserving and enhancing the Regime, and for the benefit of Owners and Occupants, including but not limited to maintenance of the Regime, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the Board’s decision with respect to the use of Assessments is final.

6.2. **Personal Obligation.** An Owner is obligated to pay Assessments levied by the Board against the Owner or the Owner’s Unit. Payments are made to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other person or entity regarding any matter to which the Documents pertain. No Owner may exempt himself from his Assessment liability by waiver of the use or enjoyment of the Common Elements or by abandonment of his Unit. An Owner’s obligation for Assessments is not subject to offset by the Owner, nor is it contingent on the Association’s performance or lack thereof.

Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Unit.

6.3. **Types of Assessments.** There are six (6) types of Assessments: Regular, Special, Utility, Building LCE, Individual, and Deficiency Assessments.

6.4. **Regular Assessments.**

6.4.1. Purpose of Regular Assessments. Regular assessments are used for common expenses related to the recurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

(i) Maintenance, repair, and replacement, as necessary, of the General Common Elements, Limited Common Elements serving more than one (1) Unit, and Improvements, equipment, signage, and property owned by the Association not otherwise assessed as a Building LCE Assessment.

(ii) Maintenance examination and report, as described in *Section 9.3*.

(iii) Utilities billed to the Association.

(iv) Pest control and other services obtained by the Association.

(v) Taxes on property owned by the Association and the Association's income taxes.

(vi) Management, legal, accounting, auditing, and professional fees for services to the Association.

(vii) Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association.

(viii) Insurance premiums and deductibles.

(ix) Contributions to the reserves.

(x) Any other expense which the Association is required by Applicable Law or the Documents to pay, or which, in the opinion of the Board, is necessary or proper for the operation and maintenance of the Regime or for enforcement of the Documents.

6.4.2. **Annual Budget-Regular.** The Board will prepare and approve an annual budget with the estimated expenses to be incurred by the Association for each fiscal year. The budget will take into account the estimated income and common expenses of the Association for the year, contributions to reserve funds, and a projection

for uncollected receivables. The Board will make the budget or a summary of the budget available to each Owner, although failure to receive a budget or budget summary will not affect an Owner's liability for Assessments. The Board will provide copies of the budget to Owners who make written request and pay a reasonable copy charge.

6.4.3. **Basis of Regular Assessments.** Regular Assessments will be based on the annual budget, minus estimated income from sources other than Regular Assessments. Each Unit will be liable for the Unit's share of the annual budget based on the Common Expense Liability allocated to such Unit. If the Board does not approve an annual budget or fails to determine new Regular Assessments for any year, or delays in doing so, Owners will continue to pay the Regular Assessment as last determined.

6.5. **Supplemental Increases.** If, during the course of a year, the Board determines that Regular Assessments are insufficient to cover the estimated common expenses of the Association for the remainder of the year, the Board may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Supplemental Increases will be apportioned among the Units in the same manner as Regular Assessments.

6.6. **Special Assessments.** The Board may levy one or more Special Assessments against all Units for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds. Special Assessments may be used for the same purposes as Regular Assessments. Special Assessments do not require the approval of the Owners, except that Special Assessments for the acquisition of real property must be approved by Owners representing at least a Majority of the votes in the Association. Special Assessments will be apportioned among the Units in the same manner as Regular Assessments.

6.7. **Utility Assessments.** This Section applies to utilities serving the Units and consumed by the Owner and/or Occupants that are billed to the Association by the utility provider, and which may or may not be sub-metered by or through the Association. The Board may levy a Utility Assessment against each Unit. The Board may allocate the Association's utility charges among the Units by any conventional and reasonable method. The levy of a Utility Assessment may include a share of the utilities for the Common Elements, as well as administrative and processing fees, and an allocation of any other charges that are typically incurred in connection with utility or sub-metering services. The Board may, from time to time, change the method of utility allocation, provided the method of allocation is reasonable.

6.8. **Building LCE Assessments.**

6.8.1. **Purpose of Building LCE Assessments.** Building LCE Assessments are used for expenses related to the recurring, periodic, and anticipated responsibilities of the Association with respect to administration, maintenance and repair of the Building LCE, including but not limited to the costs of: (i) maintaining, repairing, and replacing, as necessary the Building LCE; (ii) utilities billed to the Association and

attributable to particular Buildings; (iii) services billed to the Association and serving Attached Units; (iv) insurance premiums and deductibles attributable to Buildings with Attached Units; and (v) contributions to the reserve funds attributable to Buildings with Attached Units.

6.8.2. Annual Budget-Building LCE Assessments. The Board will prepare and approve an annual budget with the estimated expenses to be incurred by the Association pursuant to *Section 6.8.1* above. The budget will take into account the estimated income and expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The Board will make the budget or a summary of the budget available to each Owner, although failure to receive a budget or budget summary will not affect an Owner's liability for Building LCE Assessments.

6.8.3. Basis of Building LCE Assessments. Each Unit will be liable for Building LCE Assessments based on such Unit's Building LCE Allocation and established pursuant to *Section 5.10*. If the Board does not approve an annual budget or fails to determine new Building LCE Assessments for any year, or delays in doing so, Owners will continue to pay the applicable Building LCE Assessments as last determined.

6.8.4. Supplemental Increases. If during the course of a year the Board determines that Building LCE Assessments are insufficient to cover the estimated expenses for the remainder of the year, the Board may increase Building LCE Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Supplemental increases will be apportioned among the Units in the same manner as Building LCE Assessments.

6.9. Individual Assessments. The Board may levy an Individual Assessment against an Owner and the Owner's Unit. Individual Assessments may include, but are not limited to: (i) interest, late charges, and collection costs on delinquent Assessments; (ii) reimbursement for costs incurred in bringing an Owner or the Owner's Unit into compliance with the Documents; (iii) fines for violations of the Documents; (iv) transfer-related fees and resale certificate fees; (v) fees for estoppel letters and copies of the Documents; (vi) insurance deductibles; (vii) reimbursement for damage or waste caused by willful or negligent acts of the Owner, Occupant, or their agents; (viii) Common Expenses that benefit fewer than all of the Units, which may be assessed according to benefit received as reasonably determined by the Board; (ix) fees or charges levied against the Association on a per-Unit basis; and (x) "pass through" expenses for services to Units provided through the Association and to be paid by each Unit according to benefit received as reasonably determined by the Board.

6.10. Deficiency Assessments. The Board may levy a Deficiency Assessment against all Units for the purpose of defraying, in whole or in part, the cost of maintenance, repair, and replacement, as necessary, performed by the Association or its permittees if insurance proceeds

or condemnation awards prove insufficient. Deficiency Assessments will be apportioned among the Units in the same manner as Regular Assessments.

6.11. **Working Capital Fund.** Upon the transfer of a Unit (including both transfers from Declarant to the initial Owner, and transfers from one Owner of a Unit to a subsequent Owner of the Unit), a working capital fee in an amount equal to two (2) months of Regular Assessments will be paid by the transferee of the Unit to the Association for the Association's working capital fund. Each working capital contribution will be collected from the transferee of a Unit upon the conveyance of the Unit from one Owner (including Declarant) to another (expressly including any re-conveyances of the Unit upon resale or transfer thereof). Notwithstanding the foregoing provision, the following transfers of a Unit will not be subject to the working capital contribution: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent; (iv) any grantee who is the domestic partner or former spouse of the grantor; (v) any grantee that is a wholly-owned entity of the grantor; and (vi) any grantee to whom a Unit is conveyed by a will or through the law of intestacy. Contributions to the fund are not advance payments of Regular Assessments and are not refundable. Declarant may not use working capital fees collected hereunder to pay the operational expenses of the Association until the Declarant Control Period terminates. The Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any working capital fund contribution attributable to a Unit (or all Units) by the Recordation of a waiver notice, which waiver may be temporary or permanent.

6.12. **Reserve Fund Contribution.** Upon the transfer of a Unit (including both transfers from Declarant to the initial Owner, and transfers from one Owner of a Unit to a subsequent Owner of the Unit), a reserve fund contribution in an amount equal to two (2) months of Regular Assessments will be paid from the transferee of the Unit to the Association for the Association's replacement reserve funds. Each reserve fund contribution will be collected from the transferee of a Unit upon the conveyance of the Unit from one Owner (including Declarant) to another (expressly including any re-conveyances of the Unit upon resale or transfer thereof). Notwithstanding the foregoing provision, the following transfers of a Unit will not be subject to the reserve fund contribution: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent; (iv) any grantee who is the domestic partner or former spouse of the grantor; (v) any grantee that is a wholly-owned entity of the grantor; and (vi) any grantee to whom a Unit is conveyed by a will or through the law of intestacy. Contributions to the fund are not advance payments of Regular Assessments and are not refundable. Declarant may not use the reserve fund contribution collected hereunder to pay the operational expenses of the Association until the Declarant Control Period terminates. The Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any reserve fund

contribution attributable to a Unit (or all Units) by the Recordation of a waiver notice, which waiver may be temporary or permanent.

6.13. **Due Date.** Regular Assessments and Building LCE Assessments are due annually, with monthly installments of the total annual Regular Assessments and Building LCE Assessments to be paid on the first calendar day of each month or on such other date or frequency as the Board may designate in its sole and absolute discretion, and are delinquent if not received on or before such date. Utility, Special, Individual, and Deficiency Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within ten (10) days after notice of the Utility, Special, Individual, or Deficiency Assessment is given.

6.14. **Reserve Funds.** The Association may establish, maintain, and accumulate reserves for operations and for replacement and repair.

(a) **Operations Reserves.** The Association may maintain operations reserves at a level determined by the Board to be sufficient to cover the cost of operational or maintenance emergencies or contingencies, including deductibles on insurance policies maintained by the Association. Reserves for operations may be funded from Regular Assessments or Special Assessments.

(b) **Replacement & Repair Reserves – Common Elements (Excluding Building LCE).** The Association may maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the Common Elements, excluding Building LCE. Reserves for the replacement and repair of Common Elements, excluding Building LCE, may be funded from Regular Assessments or Special Assessments.

(c) **Replacement & Repair Reserves – Building LCE.** The Association may maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the Building LCE. Reserves will be funded from Building LCE Assessments

6.15. **Declarant's Right To Inspect And Correct Accounts.** For a period of seven (7) years after termination or expiration of the Declarant Control Period, Declarant reserves for itself and for Declarant's accountants and attorneys, the right, but not the duty, to inspect, correct, and adjust the Association financial records and accounts established during the Declarant Control Period. The Association may not refuse to accept an adjusting or correcting payment made by or for the benefit of Declarant. By way of illustration but not limitation, Declarant may find it necessary to re-characterize an expense or payment to conform to Declarant's obligations under the Documents or Applicable Law. This Section may not be construed to create a duty for Declarant or a right for the Association, and may not be amended without Declarant's written and acknowledged consent. In support of this reservation, each Owner, by accepting an interest in or title to a Unit, hereby grants to Declarant a right of access

to the Association's books and records that is independent of Declarant's rights during the Declarant Control and Development Periods.

6.16. **Association's Right To Borrow Money.** The Association is granted the right to borrow money, subject to the ability of the Association to repay the borrowed funds from Assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, or pledge any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder.

6.17. **Limitations of Interest.** The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to Applicable Law. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with the Association's collection of Assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by Applicable Law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by Applicable Law, the excess amount will be applied to the reduction of applicable Assessments, or reimbursed to the Owner if those Assessments are paid in full.

6.18. **Audited Financial Statements.** The Association shall have an audited financial statement for the preceding full fiscal year of the Association prepared and made available within one hundred and twenty (120) days after the Association's fiscal year-end.

ARTICLE 7

ASSESSMENT LIEN

7.1. **Assessment Lien.** Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Regular Assessments, Building LCE Assessments, Special Assessments, Utility Assessments, Individual Assessments, and Deficiency Assessments to the Association. Each Assessment is a charge on the Unit and is secured by a continuing lien on the Unit. Each Owner, and each prospective Owner, is placed on notice that title to such Owner's Unit may be subject to the continuing lien for Assessments attributable to a period prior to the date the Owner purchased its Unit. An express lien on each Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of Regular Assessments, Building LCE Assessments, Special Assessments, Utility Assessments, Individual Assessments, and Deficiency Assessments.

7.2. **Superiority of Assessment Lien.** The Assessment lien is superior to all other liens and encumbrances on a Unit, except only for: (i) real property taxes and assessments levied by governmental and taxing authorities; (ii) a Recorded deed of trust lien securing a loan for the initial construction of any Building and the Units therein; (iii) a deed of trust or vendor's lien Recorded before this Declaration; or (iv) a first or senior purchase money vendor's lien or

deed of trust lien Recorded before the date on which the delinquent Assessment became due. The Assessment lien is superior to any Recorded assignment of the rights to insurance proceeds on the Unit unless the assignment is part of a superior deed of trust lien.

7.3. **Effect of Mortgagee's Foreclosure.** Foreclosure of a superior lien extinguishes the Association's claim against the Unit for unpaid Assessments that became due before the sale, but does not extinguish the Association's claim against the former Owner. The purchaser at the foreclosure sale of a superior lien is liable for Assessments coming due from and after the date of the sale.

**IF YOU FAIL TO PAY ASSESSMENTS TO THE ASSOCIATION, YOU MAY
LOSE TITLE TO YOUR UNIT IF THE ASSOCIATION FORECLOSES ITS
ASSESSMENT LIEN AGAINST YOUR UNIT.**

7.4. **Notice and Release of Notice.** The lien established hereby for Assessments is created by Recordation of this Declaration, which constitutes record notice and perfection of the lien. No other Recordation of a lien or notice of lien is required. However, in the exercise of its lien rights, the Association may, at its option, cause a notice of the lien to be Recorded. Each lien filed by the Association must be prepared and filed by an attorney licensed to practice law in the State of Texas. If the debt is cured after a notice has been Recorded, the Association will Record a release of the notice at the expense of the curing Owner. The Association may require reimbursement of its costs of preparing and Recording the notice before granting the release.

7.5. **Power of Sale.** By accepting an interest in or title to a Unit, each Owner grants to the Association a private power of sale in connection with its Assessment lien. The Board may appoint, from time to time, any Person, including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. Any such appointment must be in writing and may be in the form of a resolution duly adopted by the Board.

7.6. **Foreclosure of Lien.** The Assessment lien may be enforced by judicial or non-judicial foreclosure. A non-judicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any manner permitted by Applicable Law. In any foreclosure, the Owner will be required to pay all costs and expenses for the proceedings, including reasonable attorneys' fees. The Association has the power to bid on the Unit at a foreclosure sale initiated by it and to acquire, hold, lease, mortgage, and convey same.

ARTICLE 8

EFFECT OF NONPAYMENT OF ASSESSMENTS

8.1. **Generally.** An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date. The Association, acting through the Board, is

responsible for taking action to collect all delinquent Assessments. From time to time, the Association may delegate some or all of its collection procedures and remedies, as it in its sole discretion deems appropriate, to a manager, attorney or a debt collector. Neither the Association nor the Board, however, is liable to an Owner or other Person for its failure or inability to collect or attempt to collect an Assessment. The following remedies are in addition to and not in substitution for all other rights and remedies which the Association may have pursuant to the Documents or Applicable Law.

8.2. **Interest.** Delinquent Assessments are subject to interest from the due date until paid, at a rate to be determined by the Board from time to time, not to exceed the lesser of eighteen percent (18%) per annum or the maximum permitted by law. If the Board fails to establish a rate, the rate is ten percent (10%) per annum.

8.3. **Late Fees.** Delinquent Assessments are subject to reasonable late fees, at a rate to be determined by the Board.

8.4. **Collection Expenses.** The Owner of a Unit against which Assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, including attorneys' fees and processing fees charged by the manager.

8.5. **Suspension of Vote.** Subject to the below-described limitations, if an Owner's account has been delinquent for at least 30 days, the Association may suspend the right to vote appurtenant to the Unit during the period of delinquency. Suspension does not constitute a waiver or discharge of the Owner's obligation to pay Assessments. When the Association suspends an Owner's right to vote, the suspended Owner may nevertheless participate as a Member of the Association for the following activities: (i) be counted towards a quorum; (ii) attend meetings of the Association; (iii) participate in discussion at Association meetings; (iv) be counted as a petitioner for a special meeting of the Association; and (v) vote to remove a Director and for the replacement of the removed Director. If the number of suspended Members exceeds twenty percent (20%) of the total Members (Co-Owners of a Unit constituting one member), all Members are eligible to vote. These limitations are imposed to prevent a Board from disenfranchising a large segment of the membership and to preserve the membership's right to remove and replace Directors.

8.6. **Assignment Of Rents.** Every Owner hereby grants to the Association a continuing assignment of rents to secure the payment of assessments to the Association. If a Unit's account become delinquent during a period in which the Unit is leased, the Association may direct the tenant to deliver rent to the Association for application to the delinquent account, provided the Association gives the Owner notice of the delinquency, a reasonable opportunity to cure the debt, and notice of the Owner's right to a hearing before the Board. The Association must account for all monies received from a tenant and must remit to the Owner any rents received in excess of the past-due amount. A tenant's delivery of rent to the

Association under the authority hereby granted is not a breach of the tenant's lease with the Owner and does not subject the tenant to penalties from the Owner.

8.7. **Acceleration.** If an Owner defaults in paying any Assessment that is payable in installments, the Association may accelerate the remaining installments on ten (10) days' written notice to the defaulting Owner. The entire unpaid balance of the Assessment becomes due on the date stated in the notice.

8.8. **Money Judgment.** The Association may file suit seeking a money judgment against an Owner delinquent in the payment of Assessments, without foreclosing or waiving the Association lien for Assessments.

8.9. **Notice to Mortgagee.** The Association may notify and communicate with any holder of a lien against a Unit regarding the Owner's default in the payment of Assessments.

8.10. **Application of Payments.** The Association may adopt and amend policies regarding the application of payments. After the Association notifies the Owner of a delinquency, any payment received by the Association may be applied in the following order: Individual Assessments, Deficiency Assessments, Special Assessments, Utility Assessments, Building LCE Assessments, and (lastly) Regular Assessments. The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the Owner attaches conditions or directions contrary to the Association's policy for applying payments. The policies of the Association may provide that endorsement and deposit of a payment does not constitute acceptance, and that acceptance occurs when payment is posted to the Owner's account.

ARTICLE 9

MAINTENANCE AND REPAIR OBLIGATIONS

9.1. **Overview.** Generally, the Association maintains the Common Elements, and the Owner maintains the Owner's Unit. If any Owner fails to maintain its Unit, the Association may perform the work at the Owner's expense. The respective maintenance obligations of the Association and each Owner are set forth in this *Article 9* and are summarized on Attachment 4; however, to the extent of any conflict between the provisions of this *Article 9* and the summary set forth on Attachment 4, the provisions of this *Article 9* will control.

9.2. **Association Maintains.** Unless otherwise provided in this Declaration, the Association maintains, repairs and replaces, as a common expense, the portions of the Property listed below, regardless of whether the portions are on Units or Common Elements:

- (i) the General Common Elements and Limited Common Elements serving more than one Unit;

(ii) Building LCE;

(iii) glass in all windows and doors within a Building, including those which are part of a Unit; provided, however, that expenses associated with maintenance, repair and replacement of glass surfaces of windows or doors which are part of a Unit are the responsibility of the Unit's Owner, which shall be due and payable as an Individual Assessment to the Association upon demand;

(iv) except for routine cleaning, which is the Owner's responsibility pursuant to *Section 9.4*, the Association is responsible for the maintenance, repair, and replacement of balconies and patios (if any) for a Unit;

(v) any real and personal property owned by the Association but which is not a Common Element; and

(vi) any area, item, easement or service the maintenance of which is assigned to the Association by this Declaration or by the plat.

The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that: (i) such maintenance responsibility is assigned to an Owner under this Declaration; (ii) such maintenance responsibility is assumed by an Owner and such assumption is approved by the Board; or (iii) such property is dedicated to any local, state or federal government or quasi-governmental entity; provided, however, that in connection with any such assumption as provided in (ii) or (iii), the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or Occupant that is the responsibility of the Association hereunder shall be performed at the sole expense of such Owner or Occupant and the Owner and Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair. If the Association assigns any portion of its maintenance responsibilities to an Owner as permitted by the Documents, the Association will perform any such assigned obligations if not timely performed by the Owner.

The Association shall not be liable for injury or damage to Person or property caused by the elements or by the Owner or Occupant of any Unit or any other Person or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, except for injuries or damages arising after the Owner or Occupant of a Unit has put the Association on written notice of a specific leak or flow from any portion of the Common Elements and the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter. The Association shall not be liable to any Owner or Occupant of any Unit for loss or damage, by theft or otherwise, of any property, which may be

stored in or upon any of the Common Elements or any Unit. The Association shall not be liable to any Owner or Occupant, for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association or from any action taken by the Association to comply with any law ordinance or with any order or directive of any municipal or other governmental authority.

9.3. **Inspection Obligations.**

9.3.1. **Contract for Services.** In addition to the Association's maintenance obligations set forth in this Declaration, the Association may contract with or otherwise retain the services of independent, qualified, licensed individuals or entities to provide the Association with inspection services relative to the maintenance, repair and physical condition of the Regime.

9.3.2. **Schedule of Inspections.** Inspections will take place in accordance with prudent business practices. A Guide to Association's Examination of Common Elements is attached to this Declaration as Attachment 5. The inspectors shall provide written reports of their inspections to the Association promptly following completion thereof. The written reports shall identify any items of maintenance or repair that either require current action by the Association or will need further review and analysis. The Board shall report the contents of such written reports to the Members of the Association at the next meeting of the Members following receipt of such written reports or as soon thereafter as reasonably practicable and shall include such written reports in the minutes of the Association. Subject to the provisions of the Declaration below, the Board shall promptly cause all matters identified as requiring attention to be maintained, repaired, or otherwise pursued in accordance with prudent business practices and the recommendations of the inspectors.

9.3.3. **Notice to Declarant.** During the Development Period, the Association shall, if requested by Declarant, deliver to the Declarant ten (10) days advance written notice of all such inspections (and an opportunity to be present during such inspection, personally or through an agent) and shall provide Declarant (or its designee) with a copy of all written reports prepared by the inspectors.

9.3.4. **Limitation.** The provisions of this Section shall not apply during the Declarant Control Period unless otherwise directed by the Declarant.

9.4. **Owner Responsibility.** Every Owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property:

(i) To maintain, repair, and replace the Owner's Unit and any and all Limited Common Elements exclusively serving the Owner's Unit, except for components expressly assigned to the Association by this Declaration.

(ii) The routine cleaning of any balcony and/or patio of the Owner's Unit, if any, keeping same in a neat, clean, odorless, orderly, and attractive condition.

(iii) To maintain, repair, and replace all portions of the Property for which the Owner is responsible under this Declaration or by agreement with the Association.

(iv) To not do any work or to fail to do any work which, in the reasonable opinion of the Board, would materially jeopardize the soundness and safety of the Property, reduce the value thereof, or impair any easement or real property right thereto.

(v) To be responsible for such Owner's own willful or negligent acts and those of the Owner or Occupant's family, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement of Common Elements, the property of another Owner, or any component of the Property for which the Association has maintenance or insurance responsibility.

9.5. **Disputes.** If a dispute arises regarding the allocation of maintenance responsibilities by the Documents, the dispute will be resolved by the Board. Unit maintenance responsibilities that are allocated to the Association are intended to be interpreted narrowly to limit and confine the scope of Association responsibility. It is the intent of this Article that all components and areas not expressly delegated to the Association are the responsibility of the individual Owners unless otherwise approved by the Board.

9.6. **Mold.** In the era in which this Declaration is written, the public and the insurance industry have a heightened awareness of and sensitivity to anything pertaining to mold. This Section addresses that environment. For more information about mold and mold prevention, an Owner should consult a reliable source, such as the U.S. Environmental Protection Agency.

9.6.1. **Owner's Duties.** To reduce the risks associated with concentrations of mold, Owners should be proactive in preventing circumstances conducive to mold, identifying mold, and eliminating mold. Towards that end, each Owner is responsible for:

- (i) regularly inspecting the Unit for evidence of water leaks or penetrations or other conditions which may lead to mold growth;
- (ii) repairing promptly any water leaks, breaks, or malfunctions of any kind in the Unit that may cause damage to another Unit or Common Element;
- (iii) regularly inspecting the entire Unit for visible surface mold and promptly removing same using appropriate procedures; and
- (iv) reporting promptly to the Association any water leak, penetration, break, or malfunction in any portion of the Unit or any adjacent Common Elements for which the Association may have maintenance responsibility.

9.6.2. Insurance. Many insurance policies do not cover damages related to mold. An Owner who wants insurance coverage with respect to mold and mold-related damages is advised to separately purchase such insurance coverage.

9.7. **Balconies and Patios.** Except for routine cleaning, which is the Owner's responsibility pursuant to *Section 9.4*, the Association is responsible for the maintenance, repair, and replacement of balconies and patios (if any) which are part of a Unit. If the outside components of the Unit are most easily accessed through the Unit, the Owner will cooperate in providing access to the outside components for the Association's agents and contractors. If requested by the Association, the Owner will remove all personal property from the outside components of his Unit to facilitate the required maintenance, repair, or replacement. The Owner is liable to the Association for any additional expense incurred by the Association due to an Owner's failure or refusal to cooperate with reasonable requests for access or removal. This Section may not be construed to prevent an Owner at the Owner's sole expense, without right of reimbursement from the Association, from maintaining, repairing, and replacing components of the Unit's balcony or patio (if any), subject to compliance with *Article 10* below.

9.8. **Warranty Claims.** If the Owner is the beneficiary of a warranty against defects of the Common Elements, the Owner irrevocably appoints the Association, acting through the Board, as his attorney-in-fact to file, negotiate, receive, administer, and distribute the proceeds of any claim against the warranty that pertains to Common Elements.

9.9. **Owner's Default In Maintenance.** If the Board determines that an Owner has failed to properly discharge such Owner's obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at the Owner's expense, which will be considered an Individual Assessment against the Owner and the Owner's Unit. In case of an emergency,

however, the Board's responsibility to give the Owner written notice may be waived and the Board may take any action it deems necessary to protect persons or property, the cost of the action being the Owner's expense.

ARTICLE 10

ARCHITECTURAL COVENANTS AND CONTROL

10.1. **Purpose.** Because the Units are part of a single, unified community, the Architectural Reviewer has the right to regulate the appearance of all Improvements in order to preserve and enhance the Property's value and architectural harmony. The Architectural Reviewer has the right to regulate every aspect of proposed or existing Improvements on the Property, including replacements or modifications of original construction or installation. During the Development Period, the primary purpose of this Article is to reserve and preserve Declarant's right of architectural control. Notwithstanding anything to the contrary stated herein, Improvements constructed on the Property and all architectural modifications made thereto that are made by the Declarant or its designee shall not be subject to approval pursuant to this Article.

10.2. **Architectural Reviewer.** Until expiration or termination of the Development Period, the Architectural Reviewer shall mean Declarant or its designee. Upon expiration of the Development Period, the rights of the Architectural Reviewer will automatically be transferred to the Board or a committee appointed by the Board.

10.3. **Architectural Control by Declarant.**

10.3.1. Declarant as Architectural Reviewer. During the Development Period, the Architectural Reviewer shall mean Declarant or its designee, and neither the Association or the Board, nor a committee appointed by the Association or the Board (no matter how the committee is named) may involve itself with the approval of any Improvements. Declarant may designate one or more Persons from time to time to act on its behalf as Architectural Reviewer in reviewing and responding to applications pursuant to this Article.

10.3.2. Declarant's Rights Reserved. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that Declarant has a substantial interest in ensuring that the Improvements within the Property do not impair Declarant's ability to market Units in the Regime. Accordingly, each Owner agrees that during the Development Period, no Improvements will be started or progressed without the prior written approval of the Architectural Reviewer, which approval may be granted or withheld at the Architectural Reviewer's sole discretion. In reviewing and acting on an application for approval, the Architectural Reviewer may act solely in its self-interest and owes no duty to any other Person or any organization.

10.3.3. **Delegation by Declarant.** During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its rights as Architectural Reviewer to the Board or a committee appointed by the Board comprised of Persons who may or may not be members of the Association. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral right of Declarant to: (a) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (b) veto any decision which Declarant, in its sole discretion, determines to be inappropriate or inadvisable for any reason.

10.4. **Architectural Control by Association.** Upon Declarant's delegation, in writing, of all or a portion of its reserved rights as Architectural Reviewer to the Board, or upon the expiration or termination of the Development Period, the Association will assume jurisdiction over architectural control and will have the powers of the Architectural Reviewer hereunder and the Board, or a committee appointed by the Board, is the Architectural Reviewer and shall exercise all architectural control over the Property.

10.5. **Limits on Liability.** Neither the Declarant, nor the Board, or their directors, officers, committee members, employees or agents will have any liability for decisions made as Architectural Reviewer in good faith, and which are not arbitrary or capricious. Neither the Declarant, nor the Board, or their directors, officers, committee members, employees or agents are responsible for: (i) errors in or omissions from the plans and specifications submitted to the Board; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws. Approval of a modification or Improvement may not be deemed to constitute a waiver of the right to withhold approval of similar proposals, plans or specifications that are subsequently submitted.

10.6. **Prohibition of Construction, Alteration and Improvement.** Without the Architectural Reviewer's prior written approval, no Person may commence or continue any construction, alteration, addition, Improvement, installation, modification, redecoration, or reconstruction of or to the Property, or do anything that affects the appearance, use, or structural integrity of the Property.

**YOU CANNOT CHANGE THE EXTERIOR OF ANY IMPROVEMENTS WITHIN YOUR
UNIT UNLESS YOU HAVE THE SIGNED CONSENT OF THE ARCHITECTURAL
REVIEWER.**

10.7. **No Deemed or Verbal Approval.** Approval by the Architectural Reviewer may not be deemed, construed, or implied from an action, a lack of action, or a verbal statement by the Declarant, Declarant's representative or designee or the Association, an Association director or officer, a member or chair of the Declarant or Board-appointed architectural control committee, the Association's manager, or any other representative of the Association. To be valid, approval of the Architectural Reviewer must be: (i) in writing; (ii) on a form or letterhead

issued by the Architectural Reviewer; (iii) signed and dated by a duly authorized representative of the Architectural Reviewer, designated for that purpose; (iv) specific to a Unit; and (v) accompanied by detailed plans and specifications showing the proposed change. If the Architectural Reviewer fails to respond in writing – negatively, affirmatively, or requesting information – within sixty (60) days after the Architectural Reviewer’s actual receipt of the Owner’s application, **the application is deemed denied. Under no circumstance may approval of the Architectural Reviewer be deemed, implied or presumed.** If the Architectural Reviewer approves a change, the Owner or the Architectural Reviewer may require that the architectural approval be Recorded, with the cost of Recordation borne by the Owner. Architectural Reviewer approval of an architectural change automatically terminates if work on the approved Improvement has not started by the commencement date stated in the Architectural Reviewer’s approval or, if no commencement date is stated, within ninety (90) days after the date of Architectural Reviewer approval.

10.8. **Application.** To request Architectural Reviewer approval, an Owner must make written application and submit two (2) identical sets of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. The application must clearly identify any requirement of this Declaration for which a variance is sought. If the application is for work that requires a building permit from a municipality or other regulatory authority, the Owner must obtain such permit and provide a copy to the Architectural Reviewer in conjunction with the application. The Architectural Reviewer may return one set of plans and specifications to the applicant marked with the Architectural Reviewer’s response, such as “Approved,” “Denied,” or “Submit Additional Information.” The Architectural Reviewer will retain the other set of plans and specifications, together with the application, for the Association’s files. The Architectural Reviewer has the right, but not the duty, to evaluate every aspect of construction and property use that may alter or adversely affect the general value of appearance of the Property.

10.9. **Owner’s Duties.** If the Architectural Reviewer approves an Owner’s application, the Owner may proceed with the Improvement, provided:

- (i) The Owner complies with *Section 3.3*.
- (ii) The Owner must adhere strictly to the plans and specifications which accompanied his application.
- (iii) The Owner must initiate and complete the Improvement in a timely manner.
- (iv) If the approved application is for work that requires a building permit from the city, the Owner must obtain the appropriate permit. The Architectural Reviewer’s approval of plans and specifications does not mean that they comply with the city’s requirements. Alternatively, approval by the city does not ensure Architectural Reviewer approval.

ARTICLE 11
USE RESTRICTIONS

11.1. **Variance.** The use of the Regime is subject to the restrictions contained in this Article, and subject to Rules. The Declarant may grant a variance or waiver of a restriction or Rule during the Development Period. The Board, with the Declarant's written consent during the Development Period, may grant a variance or waiver of a restriction or Rule on a case-by-case basis when unique circumstances dictate, and may limit or condition its grant. To be effective, a variance must be in writing and executed by the Declarant and/or a Majority of the Board, as applicable. The grant of a variance shall not constitute a waiver or estoppel of the right to deny a variance in other circumstances.

11.2. **Declarant Privileges.** In connection with the development and marketing of Units, Declarant has reserved a number of rights and privileges to use the Regime in ways that are not available to other Owners or Occupants. Declarant's exercise of a right that appears to violate the Documents does not constitute waiver or abandonment of applicable provision of the Documents.

11.3. **Association's Right to Promulgate Rules and Amend Community Manual.** The Association, acting through the Board, is granted the right to adopt, amend, repeal, and enforce reasonable Rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. The Association, acting through a Majority of the Board, is further granted the right to amend, repeal, and enforce the Community Manual, setting forth therein such policies governing the Association as the Board determines to be in the best interest of the Association, in its sole and absolute discretion; provided, however, that during the Development Period, any amendment to the Community Manual must be approved in advance and in writing by the Declarant.

EVERY OCCUPANT IS EXPECTED TO COMPLY WITH RULES ADOPTED BY THE BOARD OF DIRECTORS.

11.4. **Rules and Regulations.** In addition to the restrictions contained in this Article, each Unit is owned and occupied subject to the right of the Board to establish Rules, and penalties for infractions thereof, governing:

- (i) Use of Common Elements.
- (ii) Hazardous, illegal, or annoying materials or activities on the Property.
- (iii) The use of Property-wide services provided through the Association.
- (iv) The consumption of utilities billed to the Association.

(v) The use, maintenance, and appearance of anything visible from the street, Common Elements, or other Units.

(vi) The occupancy and leasing of Units.

(vii) Animals.

(viii) Vehicles.

(ix) Disposition of trash and control of vermin, termites, and pests.

(x) Anything that interferes with maintenance of the Property, operation of the Association, administration of the Documents, or the quality of life for Occupants.

11.5. **Animals - Household Pets.** No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for anywhere on the Property (as used in this paragraph, the term “domestic household pet” shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotic animals). Customary domesticated household pets may be kept subject to the Rules. The Board may adopt, amend, and repeal Rules regulating the types, sizes, numbers, locations, and behavior of animals on the Property. If the Rules fail to establish animal occupancy quotas, an Owner or Occupant shall be allowed no more than two cats, or two dogs, or one cat and one dog. Permission to maintain other types or additional numbers of household pets must be obtained in writing from the Board. The Board may require or effect the removal of any animal determined to be in violation of the Rules. Notwithstanding the foregoing, prior to the installation of a fish tank exceeding forty (40) gallons in a Stacked Unit, a Stacked Unit Owner must deliver plans for such tank to the Architectural Reviewer for its written approval. The Architectural Reviewer may require a review by a structural engineer at the sole expense of the Stacked Unit Owner prior to the approval or disapproval of such plans.

11.6. **Annoyance.** No Unit or Limited Common Element may be used in any way that: (i) may reasonably be considered annoying to neighbors; (ii) may be calculated to reduce the desirability of the Property; (iii) may endanger the health or safety of Occupants; (iv) may result in the cancellation of insurance on any portion of the Property; (v) violates any Applicable Law; or (vi) creates noise or odor pollution. The Board has the sole authority to determine what constitutes an annoyance.

11.7. **Appearance.** Both the exterior and the interior of the Units must be maintained in a manner so as not be unsightly when viewed from the street, Common Elements, or neighboring Units. The Board will be the arbitrator of acceptable appearance standards.

11.8. **Declarant Privileges.** In connection with the development and marketing of the Property, Declarant has reserved a number of rights and privileges to use the Property in ways that are not available to other Occupants, as provided in Appendix A of this Declaration. Declarant's exercise of a Development Period right that appears to violate a Rule or a Use Restriction of this Article does not constitute waiver or abandonment of the restriction by the Association.

11.9. **Drainage.** No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the Board.

11.10. **Garages.** Garages may not be enclosed or used for any purpose that would prohibit the parking of operable vehicles therein, without the Board's written authorization.

11.11. **Driveways.** Sidewalks, driveways, and other passageways may not be used for any purpose that interferes with their ongoing use as routes of vehicular or pedestrian access.

11.12. **Fire Safety.** No person may use, misuse, cover, disconnect, tamper with, or modify the fire and safety equipment of the Property, including the sprinkler heads and water lines in and above the ceilings of the Unit, or interfere with the maintenance and/or testing of same by persons authorized by the Association or by public officials.

11.13. **Landscaping.** No person may perform landscaping, planting, or gardening anywhere upon the Property without the Board's prior written authorization.

11.14. **Noise And Odor.** An Occupant must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy Occupants of neighboring Units. The Rules may limit, discourage, or prohibit noise-producing activities and items in the Units and on the Common Element.

11.15. **Residential Use.** The use of a Unit is limited exclusively to residential purposes or any other use permitted by this Declaration. This residential restriction does not, however, prohibit an Occupant from using the Unit for personal business or professional pursuits provided that: (i) the uses are incidental to the use of the Unit as a residential dwelling; (ii) the uses conform to Applicable Law; (iii) there is no external evidence of the use; (iv) the use does not entail visits to the Unit by employees or the public; and (v) the uses do not interfere with the use and enjoyment of other Units. Other than the air conditioned part of a Unit, no thing or structure on the Property may be occupied as residence at any time by any Person.

11.16. **Signs.** No sign of any kind, including signs advertising Units for sale, for rent or for lease, may be erected, placed, or permitted to remain on the Property or to be visible from windows in the Units unless approved in advance by the Architectural Reviewer. As used in this Section, "sign" includes, without limitation, lettering, images, symbols, pictures, shapes, lights, banners, and any other representation or medium that conveys a message. The

Architectural Reviewer may, but is not required to, authorize a sign, and such authorization may specify the location, nature, dimensions, number, and time period of a sign. This prohibition against signs also applies to any object visible from a street or driveway which the Architectural Reviewer or Board deems to be unsightly or inappropriate. The Association may effect the immediate removal of any sign or object that violates this Section or which the Architectural Reviewer or Board deems inconsistent with Property standards without liability for trespass or any other liability connected with the removal. As provided in Appendix A, Declarant has reserved the right to maintain signs and other items on the Property for the purpose of promoting, identifying and marketing the Property and off-site developments of Declarant or its assigns.

Notwithstanding the foregoing, a religious item on the entry door or door frame of a Unit (which may not extend beyond the outer edge of the door frame) is permitted, provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the residence, does not exceed twenty-five (25) square inches.

11.17. **Energy Efficient Roofing.** The roof components of each Building located in the Regime are Common Elements and the Owner of a Unit is not authorized to cause to be constructed or replaced any Improvements (including roofing) on Common Elements without the advance written consent of the Architectural Reviewer.

11.18. **Rainwater Harvesting Systems.** No rain barrel may be installed on any portion of the Common Elements without the advance written approval of the Architectural Reviewer.

11.19. **Flag Display and Flagpole Installation.** No flag or flagpole may be installed on any portion of the Common Elements without the advance written approval of the Architectural Reviewer.

11.20. **Structural Integrity.** No person may directly or indirectly impair the structural soundness or integrity of a Building or other Unit, nor do any work or modification that will impair an easement or real property right.

11.21. **Antenna.** Except as expressly provided below, no exterior radio, television or communications antenna or aerial or satellite dish or disc, nor any solar energy system (collectively, an “**Antenna/Dish**”), shall be erected, maintained, or placed on a Unit without the prior written approval of the Board.

11.21.1. Dishes Over One Meter Prohibited. Unless otherwise approved by the Board, an Antenna/Dish which is over one meter in diameter is prohibited within the Regime.

11.21.2. Notification. An Owner or Occupant who wishes to install an Antenna/Dish one meter or less in diameter (a “**Permitted Antenna**”) must submit a

written notice to the Board or its designee, which notice must include the Owner or Occupant's installation plans for the satellite dish.

11.21.3. **One Dish Limitation.** Unless otherwise approved by the Board, only one Permitted Antenna per Unit is permitted. In the event an acceptable quality signal for video programming or wireless communications cannot be received from one satellite dish, the Owner must provide written notification to the Board or its designee. Upon notification, the Owner will be permitted to install an additional Permitted Antenna if a single Permitted Antenna is not sufficient for the reception of an acceptable quality signal and the use of an additional Permitted Antenna results in the reception of an acceptable quality signal.

11.21.4. **Permitted Installation Locations.** An Owner or Occupant may erect a Permitted Antenna (after written notification has been provided to the Board or its designee) if the Owner or Occupant has an exclusive use area in which to install the antenna. An "exclusive use area" of a Unit is an area in which only the Owner or Occupant may enter and use to the exclusion of all other Owners and Occupants. Unless otherwise approved by the Board or its designee, the Permitted Antenna must be entirely within the exclusive use area of the Owner's Unit. For example, if a Permitted Antenna is erected on a balcony, the Permitted Antenna may not protrude or extend outside of a balcony. **UNLESS EXPRESSLY APPROVED IN ADVANCE AND IN WRITING BY THE BOARD, NO OWNER MAY INSTALL OR ERECT A SATELLITE DISH ON THE EXTERIOR WALL OF ANY UNIT OR THE BUILDING.**

A Permitted Antenna or the use of a Permitted Antenna may not interfere with satellite or broadcast reception to other Units or the Common Elements, or otherwise be a nuisance to Occupants of other Units or to the Association. A Permitted Antenna exists at the sole risk of the Owner and/or occupant of the Unit. The Association does not insure the Permitted Antenna and is not liable to the Owner or any other person for any loss or damage to the Permitted Antenna from any cause. The Owner will defend and indemnify the Association, its directors, officers, and Members, individually and collectively, against losses due to any and all claims for damages or lawsuits, by anyone, arising from his Permitted Antenna. The Board of Directors may determine what constitutes a nuisance to the Association. The Board may, from time to time, modify, amend, or supplement the rules regarding installation and placement of a Permitted Antenna.

11.21.5. **Cable Conduit.** The Property is designed with a conduit for use with cable television lines. Each Owner may use the conduit for its intended purpose and for no other purpose. The draping of cable wires on the exteriors of buildings or the installation of additional conduits are prohibited without the Board's prior written consent.

11.21.6. **Prohibited Act.** Other than the proper use of the cable conduit, any other installation pertaining to an Antenna/Dish is prohibited without the prior written consent of the Board.

11.22. **Vehicles.** All vehicles on the Property are subject to this Section and any Rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. The Board may prohibit any vehicle which the Board deems to be a nuisance, unsightly, or inappropriate. The Board may prohibit sales, storage, washing, repairs, or restorations of vehicles on the Property. Vehicles that transport inflammatory or explosive cargo are prohibited from the Property at all times. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Property. The Association may effect the removal of any vehicle in violation of this Section or the Rules without liability to the owner or operator of the vehicle.

11.23. **Window Treatments.** The color and condition of all window panes, window screens, and window treatments must conform to the Building standard as established from time to time by the Board. All window treatments within the Unit that are visible from the street or another Unit must maintained in good condition and must not detract from the appearance of the Property. The Board may require an Owner to change or remove a window treatment, window film, window screen, or window decoration that the Board determines to be inappropriate, unattractive, or inconsistent with the Property's uniform window standard. The Board may prohibit the use of certain colors or materials for window treatments.

11.24. **Door Locks.** Owners must allow representatives of the Association and other emergency personnel access to their Units in case of emergencies. In the case of any emergency originating in, or threatening, any Unit, regardless of whether the Owner is present at the time of such emergency, the Board, the manager or any other person authorized by the Board or Manager shall have the right to enter into such Unit for the purpose of remedying or abating the cause of such emergency and such right of entry shall be immediate.

11.25. **No Piercing of Walls.** In addition to and without limiting the provisions set forth in *Article 10* of this Declaration, an Owner or other Person authorized by such Owner shall not pierce any of the Unit walls with any type of nail, screw, drill bit or other similar item in excess of ¾ inch in length without first obtaining the consent of the Architectural Reviewer as set forth in *Article 10*.

11.26. **Balconies and Patios.** No linens, cloths, clothing, towels, bathing suits or swimwear, curtains, rugs, mops or laundry of any kind, bicycles or other articles, shall be stored, shaken or hung from or on any of the windows, doors, decks or balconies, or other portions of the Regime. Certain types of furniture, lamps, and container gardens are allowed on balconies and patios if approved in advance by the Board, such approval to be made in the Board's sole and absolute discretion. The Board will have the authority to require an Owner or Occupant to remove any article from a window, door, balcony, or patio, if in the sole and exclusive discretion of the Board, the article is unsightly, offensive, or constitutes an annoyance.

11.27. **Wireless Internet Systems.** A wireless Internet communication network (“WiFi System”) may be installed or otherwise used in a Unit provided precautions are taken to insure against interfering with, disturbing, or intercepting computer, communications, or other permitted electronic signals, networks, or systems installed in other portions of the Regime. The Association may establish reasonable requirements relating to the installation of WiFi Systems that must be complied with, including, without limitation, requiring assurance from the installation of the system that proper precautions are being taken. Notwithstanding the foregoing, compliance with requirements relating to the installation of WiFi Systems is not a guarantee that any WiFi System installed or otherwise used in a Unit will not interfere with, disturb, or intercept other signals, networks, or systems within the Regime. The Association may require that any WiFi System found to cause such problems be terminated. **The Association, Declarant, and their respective current and former partners, members, directors, officers agents employees, affiliates, and committee members, shall not in any way be considered insurers or guarantors of the proper operation or use of any WiFi Systems in the Regime, nor shall the Association, Declarant, and their respective current and former partners, members, directors, officers agents employees, affiliates, and committee members be held liable for any loss or damage relating to the use or operation of WiFi Systems in the Regime.**

ARTICLE 12

UNIT LEASING

12.1. **Lease Conditions.** The leasing of Units is subject to the following conditions: (i) no Unit may be rented for transient or hotel purposes or for a period less than one hundred and eighty (180) days, but in no event may a Unit be leased for less than thirty (30) days; (ii) unless otherwise permitted by the Rules, not less than an entire Unit may be leased; (iii) all leases must be in writing and must be made subject to the Documents; (iv) an Owner is responsible for providing the Owner’s tenant with copies of the Documents and notifying the tenant of changes thereto; and (v) each tenant is subject to and must comply with all provisions of the Documents and Applicable Law.

12.2. **Provisions Incorporated By Reference Into Lease.** Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the tenant, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

12.2.1. **Compliance with Documents.** The tenant shall comply with all provisions of the Documents and shall control the conduct of all other Occupants and guests of the leased Unit, as applicable, in order to ensure such compliance. The Owner shall cause all Occupants of the Owner’s Unit to comply with the Documents and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the tenant or Occupant violates the Documents or a Rule for which a fine is imposed,

notice of the violation shall be given to the Owner and the tenant, and such fine may be assessed against the Owner or the tenant. Unpaid fines shall constitute a lien against the Unit.

12.2.2. Assignment of Rents. If the Owner fails to pay any Assessment or any other charge against the Unit for a period of more than thirty (30) days after it is due and payable, then the Owner hereby consents to the assignment of any rent received from the tenant during the period of delinquency, and, upon request by the Board, tenant shall pay directly to the Association all unpaid Assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by tenant. The tenant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by tenant shall reduce, by the same amount, tenant's obligation to make monthly rental payments to the Owner.

12.2.3. Violation Constitutes Default. Failure by the tenant or the tenant's guests to comply with the Documents or Applicable Law is deemed to be a default under the lease. When the Association notifies an Owner of such violation, the Owner will promptly obtain compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or Applicable Law for the default, including eviction of the tenant.

12.2.4. Association as Attorney-in-Fact. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Documents by the Association, each Owner appoints the Association as the Owner's attorney-in-fact, with full authority to act in the Owner's place in all respects, for the purpose of enforcing the Documents against the Owner's tenants, including but not limited to the authority to institute forcible detainer proceedings, provided the Association gives the Owner at least 10 days' notice, by certified mail, of its intent to so enforce the Documents.

12.2.5. Association Not Liable for Damages. The Owner of a leased Unit is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against the Owner's tenant. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Documents against the Owner's tenant.

ARTICLE 13 ASSOCIATION OPERATIONS

13.1. **Board.** Unless the Documents expressly reserve a right, action, or decision to the Owners, Declarant, or another party, the Board acts in all instances on behalf of the Association.

Unless the context indicates otherwise, references in the Documents to the "Association" may be construed to mean "the Association acting through a Majority of its Board of Directors."

13.2. **The Association.** The duties and powers of the Association are those set forth in the Documents, together with the general and implied powers of a condominium association and a nonprofit corporation organized under Applicable Law, but expressly subject to any limitations on such powers set forth in the Documents. The Association comes into existence on issuance of its corporate charter. The Association will continue to exist at least as long as the Declaration is effective against the Property, regardless of whether its corporate charter lapses from time to time.

13.3. **Name.** A name is not the defining feature of the Association. Although the initial name of the Association is Clawson Ridge Condominium Community, Inc., the Association may operate under any name that is approved by the Board and: (i) filed with the Travis County Clerk as an assumed name, or (ii) filed with the Secretary of State of Texas as the name of the filing entity. The Association may also change its name by amending the Documents, except in the event the corporate charter has been revoked and the name "Clawson Ridge Condominium Community, Inc." is no longer available. In such event, the Board will cause a notice to be Recorded stating the current name of the Association. Another legal entity with the same name as the Association, or with a name based on the name of the Property, is not the Association, which derives its authority from this Declaration. The name "Clawson Ridge Condominiums" is not a trade name.

13.4. **Duration.** The Association was formed on as of the date the Certificate was filed with the Secretary of State of Texas. The Association will continue to exist at least as long as this Declaration, as it may be amended, is effective against all or part of the Property.

13.5. **Governance.** The Association will be governed by a board of directors elected by the Members. Unless the Bylaws or Certificate provide otherwise, the Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for that purpose. The Association will be administered in accordance with the Bylaws. Unless the Documents provide otherwise, any action requiring approval of the Members may be approved in writing by Owners representing at least a Majority of the total votes in the Association, or at a meeting by Owners' representing at least a Majority of the votes in the Association that are represented at the meeting.

13.6. **Merger.** Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. The amendment must be approved by the Owners holding at least two-thirds (2/3) of the votes allocated to Units and the Secretary of Veterans Affairs or its authorized agent. On the merger or consolidation of the Association with another association, the property, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Documents within the Property, together with the covenants

and restrictions established on any other property under its jurisdiction. No merger or consolidation, however, will effect a revocation, change, or addition to the covenants established by this Declaration within the Property.

13.7. **Membership.** Each Owner is a Member of the Association, ownership of a Unit being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the Unit. The Board may require satisfactory evidence of transfer of ownership before a purported Owner is entitled to vote at meetings of the Association. If a Unit is owned by more than one person or entity, each co-owner is a Member of the Association and may exercise the membership rights appurtenant to the Unit.

13.8. **Manager.** The Board may delegate the performance of certain functions to one or more managers or managing agents of the Association. To assist the Board in determining whether to delegate a function, a Guide to Association's Major Management & Governance Functions is attached to this Declaration as Attachment 6. The Guide lists several of the major management and governance functions of a typical residential development with a mandatory owners association. The Guide, however, may not be construed to create legal duties for the Association and its officers, directors, members, employees, and agents that are not justified by the needs of the Association. Rather, the Guide is intended as a tool or an initial checklist for the Board to use periodically when considering a delegation of its functions. As a list of functions that owners associations commonly delegate to a manager, the Guide should not be considered as a complete list of the Board's duties, responsibilities, or functions. Notwithstanding any delegation of its functions, the Board is ultimately responsible to the Members for governance of the Association.

13.9. **Books and Records.** The Association will maintain copies of the Documents and the Association's books, records, and financial statements. Books and records of the Association will be made available for inspection and copying pursuant to the requirements of Chapter 22 of the Texas Business Organizations Code and the Act. The Association, upon the request of a prospective purchaser of a Unit, will provide the prospective purchaser with a copy of the Documents and the most recent audited financial statements of the Association. The Association will be permitted to charge a reasonable fee for copies of such Documents and statements in accordance with *Section 13.12.3*.

13.10. **Indemnification.** The Association indemnifies every officer, director, and committee member (for purposes of this Section, "**Leaders**") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with any threatened or pending action, suit, or proceeding to which the Leader is a party or respondent by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment. A Leader is liable for his willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. As a common expense, the Association may maintain general liability and directors' and officers' liability insurance to fund this obligation.

13.11. **Obligations of Owners.** Without limiting the obligations of Owners under the Documents, each Owner has the following obligations:

13.11.1. **Information.** Within thirty (30) days after acquiring an interest in a Unit, within thirty (30) days after the Owner has notice of a change in any information required by this Subsection, and on request by the Association from time to time, an Owner will provide the Association with the following information: (i) a copy of the Recorded deed by which Owner has acquired title to the Unit; (ii) the Owner's address, phone number, and driver's license number, if any; (iii) any Mortgagee's name, address, and loan number; (iv) the name and phone number of any Occupant other than the Owner; and (v) the name, address, and phone number of Owner's managing agent, if any.

13.11.2. **Pay Assessments.** Each Owner will pay Assessments properly levied by the Association against the Owner or such Owner's Unit and will pay Regular Assessments and Building LCE Assessments, as applicable, without demand by the Association.

13.11.3. **Compliance with Documents.** Each Owner will comply with the Documents as amended from time to time.

13.11.4. **Reimburse for Damages.** Each Owner will pay for damage to the Property caused by the negligence or willful misconduct of the Owner, an Occupant of the Owner's Unit, or the Owner or Occupant's family, guests, employees, contractors, agents, or invitees.

13.11.5. **Liability for Violations.** Each Owner is liable to the Association for violations of the Documents by the Owner, an Occupant of the Owner's Unit, or the Owner or Occupant's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney's fees whether or not suit is filed.

13.12. **Unit Resales.** This Section applies to every sale or conveyance of a Unit or an interest in a Unit by an Owner other than Declarant:

13.12.1. **Resale Certificate.** An Owner intending to sell his Unit will notify the Association and will request a condominium resale certificate from the Association.

13.12.2. **No Right of First Refusal.** The Association does not have a right of first refusal and may not compel a selling Owner to convey the Owner's Unit to the Association.

13.12.3. **Other Transfer-Related Fees.** A number of independent fees may be charged in relation to the transfer of title to a Unit, including but not limited to, fees for resale certificates, estoppel certificates, copies of Documents, compliance inspections,

ownership record changes, and priority processing, provided the fees are customary in amount, kind and number for the local marketplace. Transfer-related fees are not refundable and may not be regarded as a prepayment of or credit against regular or special assessments. Transfer-related fees may be charged by the Association or by the Association's managing agent, provided there is no duplication of fees. Transfer-related fees charged by or paid to a managing agent must have the prior written approval of the Association, are not subject to the Association's assessment lien, and are not payable by the Association. This Section does not obligate the Board or the manager to levy transfer-related fees. This exclusion may be waived by a party to a conveyance who requests transfer-related services or documentation for which fees are charged.

13.12.4. Exclusions. The requirements of this Section do not apply to the following transfers: (i) foreclosure of a mortgagee's deed of trust lien, a tax lien, or the Association's Assessment lien; (ii) conveyance by a mortgagee who acquires title by foreclosure or deed in lieu of foreclosure; (iii) transfer to, from, or by the Association; or (iv) voluntary transfer by an Owner to one or more Co-Owners, or to the Owner's spouse, child, or parent; a transfer by a fiduciary in the course of administering a decedent's estate, guardianship, conservatorship, or trust; a conveyance pursuant to a court's order, including a transfer by a bankruptcy trustee; or (v) a disposition by a government or governmental agency. The requirements of this Section do not apply to the initial conveyance of a Unit from the Declarant to a third-party.

ARTICLE 14

ENFORCING THE DOCUMENTS

14.1. Notice And Hearing. Before levying a fine for violation of the Documents (other than nonpayment of Assessments), or before levying an Individual Assessment for property damage, the Association will give the Owner written notice of the levy and an opportunity to be heard, to the extent required by Applicable Law. The Association's written notice must contain a description of the violation or property damage; the amount of the proposed fine or damage charge; a statement that not later than the thirtieth (30th) day after the date of the notice, the Owner may request a hearing before the Board to contest the fine or charge; and a stated date by which the Owner may cure the violation to avoid the fine – unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months. The Association may also give a copy of the notice to the Occupant. Pending the hearing, the Association may continue to exercise other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine or damage charge. The Owner may attend the hearing in person, or may be represented by another Person or by a written communication. The Board may adopt additional or alternative procedures and requirements for notices and hearings, provided they are consistent with the requirements of Applicable Law.

14.2. Remedies. The remedies provided in this Article for breach of the Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the

Documents and by Applicable Law, the Association has the following rights to enforce the Documents:

14.2.1. Nuisance. The result of every act or omission that violates any provision of the Documents is a nuisance, and any remedy allowed by Applicable Law against a nuisance, either public or private, is applicable against the violation.

14.2.2. Fine. The Association may levy reasonable charges, as an Individual Assessment, against an Owner and the Owner's Unit if the Owner or Occupant, or the Owner or Occupant's family, guests, employees, agents, or contractors violate a provision of the Documents. Fines may be levied for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the Owner's obligations under the Documents.

14.2.3. Suspension. The Association may suspend the right of Owners and Occupants to use General Common Elements (provided that the rights of ingress and egress and utility services are not impaired) for any period during which the Owner or Occupant, or the Owner or Occupant's family, guests, employees, agents, or contractors violate the Documents for a period not to exceed sixty (60) days, unless such rights are suspended for failure to pay Assessments, in which case such rights may be suspended until the Assessments are fully paid. A suspension does not constitute a waiver or discharge of the Owner's obligations under the Documents.

14.2.4. Self-Help. The Association has the right to enter a Common Element or Unit to abate or remove, using force as may reasonably be necessary, any erection, thing, animal, person, vehicle, or condition that violates the Documents. In exercising this right, the Board is not trespassing and is not liable for damages related to the abatement. The Board may levy its costs of abatement against the Unit and Owner as an Individual Assessment. Unless an emergency situation exists in the good faith opinion of the Board, the Board will give the violating Owner fifteen (15) days' notice of its intent to exercise self-help. Notwithstanding the foregoing, the Association may not alter or demolish an item of construction on a Unit without judicial proceedings.

14.2.5. Suit. Failure to comply with the Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, the Association will give the defaulting party reasonable notice and an opportunity to cure the violation.

14.3. **Board Discretion**. The Board may use its sole discretion in determining whether to pursue a violation of the Documents, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the particular circumstances: (i) the Association's position is not sufficiently strong to justify taking any or further action; (ii) the provision being enforced is or may be construed as inconsistent with Applicable Law; (iii) although a technical violation may exist, it is not of such

a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (iv) that enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

14.4. **No Waiver.** The Association and every Owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Documents. Failure by the Association or by any Owner to enforce a provision of the Documents is not a waiver of the right to do so thereafter.

14.5. **Recovery of Costs.** The costs of curing or abating a violation are the expense of the Owner or other Person responsible for the violation. If legal assistance is obtained to enforce any provision of the Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Documents or the restraint of violations of the Documents, the prevailing party is entitled to recover from the non-prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

14.6. **Right of Action by Owners; Release.** The Owners, acting collectively or individually, shall have the right to maintain actions against the Association for its willful failure to comply with the provisions of the Act, this Declaration or the Bylaws or its willful failure to perform its duties and responsibilities hereunder; provided, however, except as otherwise provided by the Documents, no other action shall be brought against the Association or its affiliates, parents, subsidiaries, officers, directors, agents, employees, predecessors, successors, contractors, consultants, insurers, sureties, by the Owners, or the Association. Subject to the Association's obligations under this Declaration, except as otherwise provided by the Documents, each Owner hereby releases, acquits and forever discharges the Association, and its affiliates, parents, members, subsidiaries, officers, directors, agents, employees, predecessors, successors, contractors, consultants, insurers, sureties and assigns and agrees to hold such Persons harmless of and from any and all claims, damages, liabilities, costs and/or expenses (including reasonable attorneys' fees) relating to the construction of, repair or restoration of, or the sale to the Owners of the Units, or the Common Elements. This release shall release and forever discharge the Association and its affiliates, parents, members, subsidiaries, officers, directors, agents, employees, predecessors, successors, contractors, consultants, insurers, sureties and assigns, from all claims and causes of action, whether statutory or under the common law, known or unknown, now accrued, or that arise in the future.

14.7. **Right of Action by Association.** The Association shall not have the power to institute, defend, intervene in, settle or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Unit Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 20.1.1* below, relating to the design or construction of a Unit (whether one or more). The foregoing sentence is expressly intended to remove from the power of the Association the right, under Section 82.102 of the Act, to institute, defend, intervene in, settle, or compromise litigation or administrative proceedings on behalf of two (2) or more Unit

Owners on matters affecting the Regime. This *Section 14.7* may not be amended or modified without Declarant's written and acknowledged consent, which must be part of the Recorded amendment instrument.

ARTICLE 15

INSURANCE

15.1. **General Provisions.** The broad purpose of this Article is to require that the Property be insured with the types and amounts of coverage that are customary for similar types of properties and that are acceptable to mortgage lenders, guarantors, or insurers that finance the purchase or improvement of Units. Because the insurance requirements of mortgage underwriters are subject to change, as are State-promulgated insurance regulations and policies, this Article tries to balance the need for certain minimum insurance requirements with the desire to adapt to a periodically changing insurance environment. The Board will make every reasonable effort to comply with the requirements of this Article.

15.1.1. **Unavailability.** The Association, and its directors, officers, and managers, will not be liable for failure to obtain any coverage required by this Article or for any loss or damage resulting from such failure if the failure is due to the unavailability of a particular coverage from reputable insurance companies, or if the coverage is available only at demonstrably unreasonable cost.

15.1.2. **No Coverage.** Even if the Association and the Owner have adequate amounts of recommended and required insurance coverage, the Property may experience a loss that is not covered by insurance. In such event, the Association is responsible for restoring the Common Elements as a common expense, and the Owner is responsible for restoring the Owner's Unit at such Owner's sole expense. This provision does not apply to the deductible portion of an insurance policy.

15.1.3. **Requirements.** The cost of insurance coverage and bonds maintained by the Association is a common expense. Insurance policies and bonds obtained and maintained by the Association must be issued by responsible insurance companies authorized to do business in the State of Texas. The Association must be the named insured on all policies obtained by the Association. The Association's policies should contain the standard mortgage clause naming either the Mortgagee or its servicer followed by "its successors and assigns." The loss payee clause should show the Association as trustee for each Owner and Mortgagee. Policies of property and general liability insurance maintained by the Association must provide that the insurer waives its rights to subrogation under the policy against an Owner. The Association's insurance policies will not be prejudiced by the act or omission of any Owner or Occupant who is not under the Association's control.

15.1.4. **Association as Trustee.** Each Owner irrevocably appoints the Association, acting through its Board, as such Owner's trustee to negotiate, receive,

administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association.

15.1.5. Notice of Cancellation or Modification. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give prior written notice, as provided by the Act, to the Board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured. The Board will give to Mortgagees at least ten (10) days prior notice of cancellation, termination, expiration, or material modification.

15.1.6. Deductibles. An insurance policy obtained by the Association may contain a reasonable deductible, and the amount thereof may not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the coverage limits required by this Declaration or an Underwriting Lender. In the event of an insured loss, the deductible is treated as a common expense of the Association in the same manner as the insurance premium. However, if the Board reasonably determines that the loss is the result of the negligence or willful misconduct of an Owner or Occupant or their invitee, then the Board may levy an Individual Assessment against the Owner and the Owner's Unit for the amount of the deductible that is attributable to the act or omission, provided the Owner is given notice and an opportunity to be heard in accordance with *Section 14.1* of this Declaration.

15.2. Property Insurance. The Association will obtain property insurance in accordance with Section 82.111(a) of the Act. The insurance must be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. All hazard and flood insurance policies which include any Units must also have the standard mortgagee clause.

15.2.1. Common Property Insured. The Association will insure: (i) General Common Elements; (ii) Limited Common Elements; (iii) Building LCE; and (iv) property owned by the Association including, if any, records, furniture, fixtures, equipment, and supplies.

15.2.2. Units Insured by Association. In addition to insuring the Common Elements against casualty loss, the Association will maintain property insurance on the Stacked and Townhome Units as originally constructed. The Association may insure betterments and Improvements installed by current or previous Owners, but will have no obligation to insure such items. In insuring Units, the Association may be guided by types of policies customarily available for similar types of properties.

15.2.3. Endorsements. To the extent reasonably available, the Association will obtain endorsements to its property insurance policy if required by an Underwriting Lender.

15.3. **Liability Insurance.** The Association will maintain a commercial general liability insurance policy over the Common Elements – expressly excluding the liability of each Owner and Occupant within his Unit – for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Elements. The amount of coverage should be at least that required by an Underwriting Lender, to the extent reasonably available. The purpose of this requirement is, in part, to assure mortgage companies that the Association maintains at least minimum levels of insurance coverage. If the policy does not contain a severability of interest provision, it should contain an endorsement to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or other Owners.

15.4. **Worker's Compensation.** The Association may maintain worker's compensation insurance if and to the extent necessary to meet the requirements of Applicable Law or if the Board so chooses.

15.5. **Fidelity Coverage.** The Association may maintain blanket fidelity coverage for any person who handles or is responsible for funds held or administered by the Association, whether or not the person is paid for his services. The policy should be for an amount that exceeds the greater of: (i) the estimated maximum funds, including reserve funds, in the Association's custody while the policy is in force; or (ii) an amount equal to 3 months of Regular Assessments on all Units. A management agent that handles Association funds should be covered by a separate fidelity insurance policy with the same coverages. If the Property has more than twenty (20) Units, the Association must maintain fidelity coverage to the extent reasonably available.

15.6. **Directors' and Officers' Liability.** The Association may maintain directors' and officers' liability insurance, errors and omissions insurance, indemnity bonds, or other insurance the Board deems advisable to insure the Association's directors, officers, committee members, and managers against liability for an act or omission in carrying out their duties in those capacities.

15.7. **Other Policies.** The Association may maintain any insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association.

15.8. **Owner's Responsibility for Insurance.**

15.8.1. **Insurance by Owners.** The Board may establish minimum insurance requirements, including types and minimum amounts of coverage, to be individually obtained and maintained by Owners if the insurance is deemed necessary or desirable by the Board to reduce potential risks to the Association or other Owners. If an Owner fails to maintain required insurance, the Board may obtain it on behalf of the Owner who will be obligated for the cost as an Individual Assessment.

15.8.2. **HO-6 Policy.** Notwithstanding any provision in this Declaration to the contrary, if required by any Underwriting Lender, each Owner of a Unit will be

required to procure insurance covering the interior of the Unit, including replacement of interior improvements and betterment coverage to insure improvements the Owner may make to the Unit, commonly referred to as HO-6 insurance.

15.8.3. Owners' Responsibilities. The Owner will give the Board written notification of any and all structural changes, additions, betterments, or Improvements to his Unit, and any other information the Board may require to maintain adequate levels of insurance coverage. Each Owner will comply with reasonable requests by the Board for periodic inspection of the Unit for purposes of insurance appraisal. Each Owner, at such Owner's expense, will maintain any insurance coverages required by the Association pursuant to this Article.

15.8.4. Association Does Not Insure. The Association does not insure an Owner or Occupant's personal property. **THE ASSOCIATION STRONGLY RECOMMENDS THAT EACH OWNER AND OCCUPANT PURCHASE AND MAINTAIN INSURANCE ON PERSONAL BELONGINGS.**

ARTICLE 16 **RECONSTRUCTION OR REPAIR AFTER LOSS**

16.1. **Subject To Act.** The Association's response to damage or destruction of the Property will be governed by Section 82.111(i) of the Act. The following provisions apply to the extent the Act is silent.

16.2. **Restoration Funds.** For purposes of this Article, "**Restoration Funds**" include insurance proceeds, condemnation awards, Deficiency Assessments, Individual Assessments, and other funds received on account of or arising out of injury or damage to the Property. All funds paid to the Association for purposes of repair or restoration will be deposited in a financial institution in which accounts are insured by a federal agency. Withdrawal of Restoration Funds requires the signatures of at least two (2) Association directors or that of an agent duly authorized by the Board.

16.2.1. **Sufficient Proceeds.** If Restoration Funds obtained from insurance proceeds or condemnation awards are sufficient to repair or restore the damaged or destroyed Property, the Association, as trustee for the Owners, will promptly apply the funds to the repair or restoration.

16.2.2. **Insufficient Proceeds.** If Restoration Funds are not sufficient to pay the estimated or actual costs of restoration as determined by the Board, the Board may levy a Deficiency Assessment against the Owners to fund the difference.

16.2.3. **Surplus Funds.** If the Association has a surplus of Restoration Funds after payment of all costs of repair and restoration, the surplus will be applied as follows: If Deficiency Assessments were a source of Restoration Funds, the surplus will

be paid to Owners in proportion to their contributions resulting from the Deficiency Assessment levied against them; provided that no Owner may receive a sum greater than that actually contributed by him, and further provided that any Delinquent Assessments owed by the Owner to the Association will first be deducted from the surplus. Any surplus remaining after the disbursement described in the foregoing paragraph will be common funds of the Association to be used as directed by the Board in the Board's sole and absolute discretion.

16.3. Costs And Plans.

16.3.1. Cost Estimates. Promptly after the loss, the Board will obtain estimates of the cost of restoring the damaged Property. Costs may include premiums for bonds and fees for the services of professionals, as the Board deems necessary, to assist in estimating and supervising the repair.

16.3.2. Plans and Specifications. Unless otherwise approved by the Board, Common Elements will be repaired and restored substantially as they existed immediately prior to the damage or destruction. Unless otherwise approved by the Board, Units will be repaired and restored substantially in accordance with original construction plans and specifications, unless the Association insures betterments and Improvements made by Owners, in which case the Units will be repaired and restored substantially as they existed immediately prior to the damage or destruction. Alternate plans and specifications for repair and restoration of either Common Elements or Units must be approved by the Board and by certain Mortgagees if so required by the Mortgagee Protection article of this Declaration.

16.4. Owner's Duty to Repair.

16.4.1. Uninsured Loss. Within sixty (60) days after the date of damage, the Owner will begin repair or reconstruction of any portion of his Unit not covered by the Association's blanket insurance policy, subject to the right of the Association to supervise, approve, or disapprove repair or restoration during the course thereof.

16.4.2. Insured Loss. If the loss to a Unit is covered by the Association's insurance policy, the Owner will begin repair or restoration of damage on receipt of the insurance proceeds or any portion thereof from the Association, subject to the rights of the Association to supervise, approve, or disapprove the repair or restoration during the course thereof.

16.4.3. Failure to Repair. If an Owner fails to repair or restore damage as required by this Section, the Association may effect the necessary repairs and levy an Individual Assessment against the Owner and Unit for the cost thereof, after giving an Owner of the Unit reasonable notice of the Association's intent to do so.

16.5. **Owner's Liability For Insurance Deductible.** If repair or restoration of Common Elements or Units is required as a result of an insured loss, the Board may levy an Individual Assessment, in the amount of the insurance deductible, against the Owner or Owners who would be responsible for the cost of the repair or reconstruction in the absence of insurance.

ARTICLE 17

TERMINATION AND CONDEMNATION

17.1. **Association As Trustee.** Each Owner hereby irrevocably appoints the Association, acting through the Board, as trustee to deal with the Property in the event of damage, destruction, obsolescence, condemnation, or termination of all or any part of the Property. As trustee, the Association will have full and complete authority, right, and power to do all things reasonable and necessary to effect the provisions of this Declaration and the Act, including, without limitation, the right to receive, administer, and distribute funds, awards, and insurance proceeds; to effect the sale of the Property as permitted by this Declaration or by the Act; and to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner.

17.2. **Termination.** Termination of the terms of this Declaration and the Regime will be governed by Section 82.068 of the Act and *Section 18.4* below.

17.3. **Condemnation.** The Association's response to condemnation of any part of the Property will be governed by Section 82.007 of the Act. On behalf of Owners, but without their consent, the Board may execute and Record an amendment of this Declaration to reallocate allocated interests following condemnation and to describe the altered parameters of the Property. If the Association replaces or restores Common Elements taken by condemnation by obtaining other land or constructing additional Improvements, the Board may, to the extent permitted by Applicable Law, execute and Record an amendment without the prior consent of Owners to describe the altered parameters of the Property and any corresponding change of facilities or Improvements.

ARTICLE 18

MORTGAGEE PROTECTION

18.1. **Introduction.** This Article is supplemental to, not a substitution for, any other provision of the Documents. In case of conflict, this Article controls. A provision of the Documents requiring the approval of a specified percentage of Mortgagees will be based on the number of Units subject to mortgages held by Mortgagees. For example, "51 percent of Mortgagees" means Mortgagees of fifty-one percent (51%) of the Units that are subject to mortgages held by Mortgagees.

18.2. **Notice of Mortgagee.** As provided in this *Article 18*, the Association is required to provide each Mortgagee with written notice upon the occurrence of certain actions as

described in *Section 18.8*, or to obtain the approval of Mortgagees in the event of certain amendments to this Declaration as described in *Section 18.9* or the termination of this Declaration as described in *Section 18.4*. To enable the Association to provide the notices and obtain such approval, each Owner must provide to the Association the complete name and address of such Owner's Mortgagee, including the loan number and such additional information concerning the Owner's Mortgagee as the Association may reasonably require. In the event an Owner fails to provide the Association with the information required by this *Section 18.2* after the expiration of thirty (30) days after the Association's written request, the Owner's failure to provide such information will be considered a violation of the terms and provisions of this Declaration.

18.3. **Amendment.** This Article establishes certain standards for the benefit of Underwriting Lenders, and is written to comply with their requirements and guidelines in effect at the time of drafting. If an Underwriting Lender subsequently changes its requirements, the Board, without approval of Owners or mortgagees, may amend this Article and other provisions of the Documents, as necessary, to meet the requirements of the Underwriting Lender.

18.4. **Termination.** Termination of the terms of this Declaration and the condominium status of the Regime will be governed by Section 82.068 of the Act, subject to the following provisions. In the event of condemnation of the entire Regime, an amendment to terminate may be executed by the Board without a vote of Owners or Mortgagees. Any election to terminate this Declaration and the condominium status of the Regime under circumstances other than condemnation of the entire Regime shall require the consent of: (i) Owners representing at least eighty percent (80%) of the total votes in the Association; (ii) Declarant during the Development Period; and (iii) sixty-seven percent (67%) of Mortgagees.

18.5. **Implied Approval.** The approval of a Mortgagee is implied when the Mortgagee fails to respond within sixty (60) days after receiving the Association's written request for approval of a proposed amendment, provided the Association's request was delivered by certified or registered mail, return receipt requested.

18.6. **Other Mortgagee Rights.**

18.6.1. **Inspection of Books.** The Association will maintain current copies of the Documents and the Association's books, records, and financial statements. Mortgagees may inspect the Documents and records, by appointment, during normal business hours.

18.6.2. **Financial Statements.** A Mortgagee may have an audited statement prepared at its own expense.

18.6.3. **Attendance at Meetings.** A representative of a Mortgagee may attend and address any meeting which an Owner may attend.

18.6.4. Right of First Refusal. The Association does not have a right of first refusal and may not compel a selling Owner to convey the Owner's Unit to the Association. Any right of first refusal imposed by the Association with respect to a lease, sale, or transfer of a Unit does not apply to a lease, sale, or transfer by a Mortgagee, including transfer by deed in lieu of foreclosure or foreclosure of a deed of trust lien..

18.6.5. Management Contract. If professional management of the Association is required by this Article, the contract for professional management may not require more than ninety (90) days' notice to terminate the contract, nor payment of a termination penalty.

18.6.6. Audit. A majority of Mortgagees shall be entitled to demand an audit of the Association's financial records

18.7. Insurance Policies. If an Underwriting Lender that holds a mortgage on a Unit or desires to finance a Unit has requirements for insurance of condominiums, the Association must try to obtain and maintain the required coverage, to the extent reasonably available, and must try to comply with any notifications or processes required by the Underwriting Lender. Because underwriting requirements are subject to change, they are not recited here.

18.8. Notice of Actions. The Association will send timely written notice to Mortgagees of the following actions:

(i) Any condemnation or casualty loss that affects a material portion of the Property or the mortgaged Unit and any eminent domain proceeding affecting the General Common Elements which would result in a loss of more than ten percent (10%) of the estimated operational and reserve expenses as reflected on the then-current annual budget of the Association.

(ii) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of the mortgaged Unit.

(iii) A lapse, cancellation, or material modification of any insurance policy maintained by the Association.

(iv) Any proposed action that requires the consent of a specified percentage of Mortgagees.

(v) Any proposed amendment of a material nature, as provided in this Article.

(vi) Any proposed termination of the condominium status of the property or dissolution of the Association at least thirty (30) days prior to the proposed termination or dissolution, as applicable.

18.9. **Amendments of a Material Nature.** A Document amendment of a material nature must be approved by owners representing at least sixty-seven percent (67%) of the votes in the Association, and by at least fifty-one percent (51%) of Mortgagees. **THIS APPROVAL REQUIREMENT DOES NOT APPLY TO AMENDMENTS FILED BY THE DECLARANT AS PERMITTED IN APPENDIX "A" ATTACHED HERETO.** A change to any of the provisions governing the following would be considered material:

- (i) Voting rights.
- (ii) Assessment liens or the priority of assessment liens.
- (iii) Reductions in reserves for maintenance, repair, and replacement of Common Elements.
- (iv) Responsibility for maintenance and repairs.
- (v) Reallocation of interests in the General Common Elements or Limited Common Elements, or rights to their use; except that when Limited Common Elements are reallocated by Declarant pursuant to any rights reserved by Declarant pursuant to Appendix "A", by agreement between Owners (only those Owners and only the Mortgagees holding mortgages against those Units need approve the action).
- (vi) Redefinitions of boundaries of Units, except that when boundaries of only adjoining Units are involved, then only those owners and the Mortgagees holding mortgages against the Unit or Units need approve the action.
- (vii) Convertibility of Units into Common Elements or Common Elements into Units.
- (viii) Expansion or contraction of the Property, or the addition, annexation, or withdrawal of property to or from the Property.
- (ix) Property or fidelity insurance requirements.
- (x) Imposition of any restrictions on the leasing of Units.
- (xi) Imposition of any restrictions on Owners' right to sell or transfer their Units.
- (xii) Restoration or repair of the Regime, in a manner other than that specified in the Documents, after hazard damage or partial condemnation.
- (xiii) Any provision that expressly benefits mortgage holders, insurers, or guarantors.

ARTICLE 19
AMENDMENTS

19.1. **Consents Required.** As permitted by the Act or by this Declaration, certain amendments of this Declaration may be executed by Declarant acting alone, or by certain owners acting alone, or by the Board acting alone. Otherwise, amendments to this Declaration must be approved by Owners representing at least sixty-seven percent (67%) of the votes in the Association. Notice of any amendment to the Declaration which must be approved by Owners representing at least sixty-seven percent (67%) of the votes in the Association shall be delivered to each Member in accordance with the Bylaws. All amendments made to the Declaration, Bylaws or Certificate during the Development Period must be approved by the Secretary of Veterans Affairs or its authorized agent prior to Recording, except for amendments adding additional Units to the Regime pursuant to *Section 5.1* of the Declaration.

In addition, a change to any provision in the Declaration governing the following items must be approved by Owners representing at least sixty-seven percent (67%) of the votes in the Association:

- (i) Merging or consolidating the Association (other than with another non-profit entity formed for purposes similar to the Association pursuant to *Section 13.6*).
- (ii) Any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of Improvements on Units.
- (iii) The addition of land to the Declaration if the addition would increase the overall land area then subject to the Declaration by more than ten percent (10%).
- (iv) Abandoning, partitioning, encumbering, mortgaging, conveying selling or otherwise transferring or relocating the boundaries of Common Elements with the exception of: (i) granting easements over and across the Common Elements otherwise permitted by this Declaration or the Act; (ii) dedicating all or any portion of a Common Element to the extent required by any governing authority or regulatory authority; (iii) adjustments to the boundary line of Common Elements if made in accordance with the provisions of this Declaration; or (iv) transferring Common Elements pursuant to a merger or consolidation with another entity.
- (v) Any capital expenditure, other than for the maintenance, operation, repair or replacement of any then existing Improvement, if the capital

expenditure exceeds more than twenty percent (20%) of the annual operating budget during any period of twelve (12) consecutive months.

19.2. **Method of Amendment.** This Declaration may be amended by any method selected by the Board from time to time, pursuant to the Bylaws, provided the method gives the Owner of each Unit the substance if not exact wording of the proposed amendment, a description in layman's terms of the effect of the proposed amendment, and an opportunity to vote for or against the proposed amendment. For amendments requiring the consent of Mortgagees, the Association will send each Mortgagee a detailed description, if not the exact wording, of any proposed amendment.

19.3. **Effective.** To be effective, an amendment must be in the form of a written instrument: (i) referencing the name of the Property, the name of the Association, and the Recording data of this Declaration and any amendments hereto; (ii) signed and acknowledged by an officer of the Association, certifying the requisite approval of Owners and, if required, Mortgagees; provided, however, this subsection (ii) will not apply for amendments which may be unilaterally prosecuted by Declarant pursuant to any rights reserved by Declarant under this Declaration or Appendix "A"; and (iii) Recorded.

19.4. **Declarant Provisions.** An amendment that may be executed by Declarant alone is not required to name the Association or to be signed by an officer of the Association. No amendment may affect Declarant's rights under this Declaration or the Act without Declarant's written and acknowledged consent, which must be part of the Recorded amendment instrument. Because Appendix "A" of this Declaration is destined to become obsolete, beginning seven (7) years after the date this Declaration is first Recorded, the Board may restate, rerecord, or publish this Declaration without Appendix "A". The automatic expiration and subsequent deletion of Appendix "A" does not constitute an amendment of this Declaration. This Section may not be amended without Declarant's written and acknowledged consent. Notwithstanding anything to the contrary contained herein, all amendments made to the Declaration, Bylaws or Certificate during the Development Period must be approved by the Secretary of Veterans Affairs or its authorized agent prior to Recording, except for amendments adding additional Units to the Regime pursuant to *Section 5.1* of the Declaration.

ARTICLE 20 **DISPUTE RESOLUTION**

20.1. **Introduction and Definitions; Amendment.** The Association, the Owners, Declarant, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "**Parties**") agree to encourage the amicable resolution of disputes involving the Property (including any Unit) and to avoid the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all Claims as hereafter defined. This *Article 20* may only be amended with the prior written approval of the Declarant, the Association (acting through a Majority of the Board), and Owners holding 100% of the votes in

the Association. As used in this Article only, the following words, when capitalized, have the following specified meanings:

20.1.1. **“Claim”** means:

(i) Claims relating to the rights and/or duties of Declarant, the Association, or an Owner, under the Documents or the Act.

(ii) Claims relating to the acts or omissions of the Declarant or the Association, during its control and administration of the Association, any claim asserted against the Architectural Reviewer, and any claims asserted against the Board or a Person serving as a Board member or officer of the Association, or the Architectural Review Committee.

(iii) Claims relating to the design or construction of the Property, Units, Common Elements, or any Improvement located within the Regime.

20.1.2. **“Claimant”** means any Party having a Claim against any other Party.

20.1.3. **“Respondent”** means any Party against which a Claim has been asserted by a Claimant.

20.2. **Mandatory Procedures.** Claimant may not initiate any proceeding before any administrative tribunal seeking redress of resolution of its Claim until Claimant has complied with the procedures of this Article. As provided in *Section 20.9* below, a Claim will be resolved by binding arbitration.

20.3. **Claim by the Association – Common Elements.** In accordance with *Section 14.7* of this Declaration, the Association does not have the power or right to institute, defend, intervene in, settle, or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Unit Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 20.1.1* above, relating to the design or construction of a Unit (whether one or more). In the event the Association asserts a Claim related only to the Common Elements, as a precondition to providing the Notice defined in *Section 20.5*, initiating the mandatory dispute resolution procedures set forth in this *Article 20*, or taking any other action to prosecute a Claim, the Association must:

20.3.1. **Independent Report on the Condition of the Common Elements.** Obtain an independent third-party report (the **“Common Area Report”**) from a licensed professional engineer which: (i) identifies the Common Elements subject to the Claim (ii) describes the present physical condition of the Common Elements subject to the Claim; (iii) describes any modification, maintenance, or repairs to the Common Elements performed by the Association; and (iv) provides specific and detailed recommendations regarding remediation and/or repair of the Common Elements subject to the Claim. For the purposes of this Section, an independent third-party report is a report obtained

directly by the Association and paid for by the Association and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Association in the Claim. The Association, as a precondition to providing the Notice described in *Section 20.5*, must have provided at least ten (10) days prior written notice of the date on which the inspection will occur to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Common Area Report, the specific Common Elements to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Common Area Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in *Section 20.5*, the Association shall have permitted each party subject to a Claim the right, for a period of at least ninety (90) days, to inspect and correct, any condition identified in the Common Area Report.

20.3.2. Owner Meeting and Approval. Obtain approval from Members holding sixty-seven percent (67%) of the votes in the Association to provide the Notice described in *Section 20.5*, initiate the mandatory dispute resolution procedures set forth in this *Article 20*, or take any other action to prosecute a Claim, which approval from Members must be obtained at a meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (i) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (ii) a copy of the Common Area Report; (iii) a copy of any proposed engagement letter, between the Association and an attorney to be selected by the Association to assert or provide assistance with the Claim (the “**Engagement Letter**”); (iv) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which the Association may be liable as a result of prosecuting the Claim; (v) a summary of the steps previously taken by the Association to resolve the Claim; (vi) a statement that initiating the lawsuit or arbitration proceeding to resolve the Claim may affect the market value, marketability, or refinancing of a Unit while the Claim is prosecuted; and (vii) a description of the manner in which the Association proposes to fund the cost of prosecuting the Claim. The notice required by this paragraph must be prepared and signed by a person who is not (a) the attorney who represents or will represent the Association in the Claim; or (b) a member of the law firm of the attorney who represents or will represent the Association in the Claim; or (c) employed by or otherwise affiliated with the law firm of the attorney who represents or will represent the Association in the Claim. In the event Members approve providing the Notice described in *Section 20.5*, or taking any other action to prosecute a Claim, the Members holding a Majority of the votes in the Association, at a special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

20.4. **Claim by Owners – Units and Common Elements.** In the event an Owner asserts a Claim related to the Units or Common Elements, as a precondition to providing the Notice defined in *Section 20.5*, initiating the mandatory dispute resolution procedures set forth in this *Article 20*, or taking any other action to prosecute a Claim, the Owner must obtain an independent third-party report (the “**Owner Common Area Report**”) from a licensed professional engineer which: (i) identifies the specific Units or Common Elements subject to the Claim; (ii) describes the present physical condition of the Units or Common Elements subject to the Claim; (iii) describes any modification, maintenance or repairs to the Units or Common Elements performed by the Unit Owner(s) and/or the Association; and (iv) provides specific and detailed recommendations regarding remediation and/or repair of the Units or Common Elements subject to the Claim. The Owner Common Area Report must be prepared by a person unaffiliated with the attorney or law firm that represents or will represent the Owner in the Claim. The Owner, as a precondition to providing the Notice described in *Section 20.5*, must have provided at least ten (10) days prior written notice of the date on which the inspection will occur to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Owner Common Area Report, the specific Units or Common Elements to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Owner Common Area Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in *Section 20.5*, the Owner shall have permitted each party subject to a Claim the right, for a period of at least ninety (90) days, to inspect and correct, any condition identified in the Owner Common Area Report.

20.5. **Notice.** Claimant must notify Respondent in writing of the Claim (the “**Notice**”), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons involved, and Respondent’s role in the Claim; (ii) the basis of the Claim (i.e., the provision of the Documents or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this Section. For Claims governed by Chapter 27 of the Texas Property Code, the time period for negotiation in *Section 20.6* below, is equivalent to the sixty (60) day period under Section 27.004 of the Texas Property Code. If a Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with *Section 20.6*, to comply with the terms and provisions of Section 27.004 during such sixty (60) day period. *Section 20.6* does not modify or extend the time period set forth in Section 27.004 of the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 could affect a Claim if the Claim is subject to Chapter 27 of the Texas Property Code. The one hundred and twenty (120) day period for mediation set forth in *Section 20.7* below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to *Section 20.7* is required without regard to the monetary amount of the Claim.

If the Claimant is the Association, the Notice will also include: (i) a true and correct copy of the Common Area Report; (ii) a copy of the Engagement Letter; (iii) copies of all reports, studies, analyses, and recommendations obtained by the Association related to the Common Elements which forms the basis of the Claim; (iv) a true and correct copy of the special meeting notice provided to Members in accordance with *Section 20.3.2* above; and (v) and reasonable and credible evidence confirming that Members holding sixty-seven percent (67%) of the votes in the Association approved providing the Notice. If the Claimant is not the Association, the Notice will also include a true and correct copy of the Owner Common Area Report.

20.6. **Negotiation.** Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (60) days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually-acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Property, then at such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the Property to take and complete corrective action.

20.7. **Mediation.** If the parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Respondent will submit the Claim to mediation in accordance with this *Section 20.7*.

20.8. **Termination Of Mediation.** If the Parties do not settle the Claim within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate arbitration proceedings on the Claim, as appropriate and permitted by this Article.

20.9. **Binding Arbitration-Claims.** All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (*e.g.*, a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this *Section 20.9*.

20.9.1. **Governing Rules.** If a Claim has not been resolved after Mediation as required by *Section 20.7*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 20.9* and the rules and procedures of the American

Arbitration Association ("AAA") or, if the AAA is unable or unwilling to act as the arbitrator, then the arbitration shall be conducted by another neutral reputable arbitration service selected by Respondent in Travis County, Texas. Regardless of what entity or person is acting as the arbitrator, the arbitration shall be conducted in accordance with the AAA's "Construction Industry Dispute Resolution Procedures" and, if they apply to the disagreement, the rules contained in the Supplementary Procedures for Consumer-Related Disputes. If such Rules have changed or been renamed by the time a disagreement arises, then the successor rules will apply. Also, despite the choice of rules governing the arbitration of any Claim, if the AAA has, by the time of Claim, identified different rules that would specifically apply to the Claim, then those rules will apply instead of the rules identified above. In the event of any inconsistency between any such applicable rules and this *Section 20.9*, this *Section 20.9* will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal, but may be reduced to judgment in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:

- (1) one arbitrator shall be selected by the Respondent Party, in its sole and absolute discretion;
- (2) one arbitrator shall be selected by the Claimant, in its sole and absolute discretion; and
- (3) one arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

20.9.2. Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this *Section 20.9* will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

20.9.3. Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this *Section 20.9*.

20.9.4. Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with the applicable substantive law. The arbitrator may grant any remedy or relief that the arbitrator deem just and equitable and within the scope of this *Section 20.9* and subject to *Section 20.10* (attorney's fees and cost may not be awarded by the arbitrator); provided, however, that for a Claim, or any portion of a Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages which exceed the damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code, except that in no event may attorney's fees or costs be awarded to a Party. In all arbitration proceedings the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Texas law; (ii) conclusions of law that are erroneous; (iii) an error of federal or state law; or (iv) a cause of action or remedy not expressly provided under existing state or federal law. In no event may an arbitrator award speculative, consequential, or punitive damages for any Claim.

20.9.5. Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in Travis County, Texas. The arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and Applicable law. Each party agrees to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law or regulation. In no event shall any party discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

20.10. Allocation Of Costs. Notwithstanding any provision in this Declaration to the contrary, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Arbitration sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

20.11. General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

20.12. Period of Limitation.

20.12.1. For Actions by an Owner or Occupant of a Unit. The exclusive period of limitation for any of the Parties to bring any Claim, including, but not limited to, a Claim of construction defect or defective design of a Unit or Common Elements, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Owner or Occupant discovered or reasonably should have discovered evidence of the Claim; or (ii) for Claims other than those alleging construction defect or defective design, four (4) years and one (1) day from the date that the Owner or Occupant discovered or reasonably should have discovered evidence of the Claim.

20.12.2. For Actions by the Association. The exclusive period of limitation for the Association to bring any Claim, including, but not limited to, a Claim of construction defect or defective design of the Common Elements, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Association or its agents discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design of the Common Elements, four (4) years and one (1) day from the date that the Association discovered or reasonably should have discovered evidence of the Claim.

20.13. Funding Arbitration and Litigation. The Association must levy a Special Assessment to fund the estimated costs of arbitration conducted pursuant to this *Article 20* or any judicial action initiated by the Association. The Association may not use its annual operating income or reserve funds or savings to fund arbitration or litigation, unless the Association's annual budget or a savings account was established and funded from its inception as an arbitration and litigation reserve fund.

ARTICLE 21 GENERAL PROVISIONS

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

21.2. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Regime and of promoting and effectuating the fundamental concepts of the Regime set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

21.3. **Duration.** Unless terminated or amended by Owners as permitted herein, the provisions of this Declaration run with and bind the Property, and will remain in effect perpetually to the extent permitted by Applicable Law.

21.4. **Captions.** In all Documents, the captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer.

21.5. **Construction.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections, or articles hereof. Throughout this Declaration there appears text enclosed by a box. These boxed notices are used to aid in the reader's comprehension of certain provisions of this Declaration and are not to be construed as defining or modifying the text. In the event of a conflict between the text enclosed by a box and any provision of this Declaration, the provision of the Declaration will control.

21.6. **Declarant as Attorney in Fact and Proxy.** To secure and facilitate Declarant's exercise of the rights reserved by Declarant pursuant to Appendix "A" and elsewhere in this Declaration, each Owner, by accepting a deed to a Unit and each Mortgagee, by accepting the benefits of a Mortgage against a Unit within the Regime, and any other Person, by acceptance of the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien and/or any other security interest against any Unit in the Regime, shall thereby be deemed to have appointed Declarant such Owner's, Mortgagee's, and Person's irrevocable attorney-in-fact, with full power of substitution, to do and perform, each and every act permitted or required to be performed by Declarant pursuant to Appendix "A" or elsewhere in this Declaration. The power thereby vested in Declarant as attorney-in-fact for each Owner, Mortgagee, and/or Person, shall be deemed, conclusively, to be coupled with an interest and shall survive the dissolution, termination, insolvency, bankruptcy, incompetency, and death of an Owner, Mortgagee, and/or Person and shall be binding upon the legal representatives, administrators, executors, successors, heirs, and assigns of each such party. In addition, each Owner, by accepting a deed to a Unit, and each Mortgagee, by accepting the benefits of a Mortgage against a Unit in the Regime, and any Person, by accepting the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien, and/or any other security interest against any Unit in the Regime, shall thereby appoint Declarant the proxy of such Owner, Mortgagee, or Person, with full power of substitution in the premises, to do and perform each and every act permitted or required pursuant to Appendix "A" or elsewhere in this Declaration, and which may otherwise be reasonably necessary in connection therewith, including without limitation, to cast a vote for such Owner, Mortgagee, or Person at any

meeting of the Members for the purpose of approving or consenting to any amendment to this Declaration in order to effect and perfect any such act permitted or required pursuant to Appendix "A" or elsewhere in this Declaration and to execute and record amendments on their behalf to such effect; and the power hereby reposed in Declarant, as the attorney-in-fact for each such Owner, Mortgagee, or Person includes, without limitation, the authority to execute a proxy as the act and deed of any Owner, Mortgagee, or Person and, upon termination or revocation of any Owner's proxy as permitted by the Texas Non-profit Corporation Act the authority to execute successive proxies as the act and deed of any Owner, Mortgagee, or Person authorizing Declarant, or any substitute or successor Declarant appointed thereby, to cast a like vote for such Owner at any meeting of the Members of the Association. Furthermore, each Owner, Mortgagee, and Person upon request by Declarant, will execute and deliver a written proxy pursuant to Section 82.110(b) of the Act, including a successive written proxy upon the termination or revocation as permitted by the Act of any earlier proxy, authorizing Declarant, or any substitute or successor Declarant appointed thereby, to cast a like vote for such Owner at any meeting of the Members of the Association. All such appointments and successive proxies shall expire as to power reserved by Declarant pursuant to Appendix "A" or elsewhere in this Declaration on the date Declarant no longer has the right to exercise such rights. All such proxies shall be non-revocable for the maximum lawful time and upon the expiration of non-revocable period, new proxies shall again be executed for the maximum non-revocable time until Declarant's right to require such successive proxies expires.

21.7. **Appendix/ Attachments.** The following appendixes, attachments and exhibits are attached to this Declaration and are incorporated herein by reference:

Attachment 1	Plats and Plans
Attachment 2	Encumbrances
Attachment 3	Schedule of Allocated Interests/Schedule of Building LCE Allocated Interests
Attachment 4	Maintenance Responsibility Chart
Attachment 5	Guide to Association's Examination of Common Elements
Attachment 6	Guide to Association's Major Management and Governance Functions
Appendix "A"	Declarant Representations and Reservations

[SIGNATURE PAGE FOLLOWS]

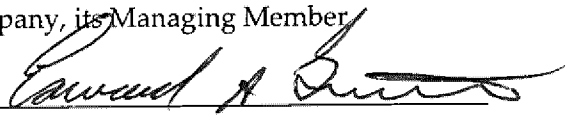
EXECUTED on this 9th day of August, 2017.

DECLARANT:

3700 CLAWSON, LP,
a Texas limited partnership

By: 3700 CLAWSON GP, LLC, a Texas limited liability
company, General Partner

By: BCP GP, LLC, a Texas limited liability
company, its Managing Member

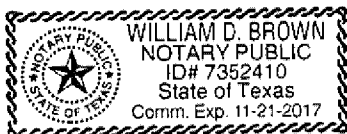
By: 
Edward S. Butler, Sole Member

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 9th day of August, 2017
by Edward S. Butler, Sole Member of BCP GP, LLC, a Texas limited liability company,
Managing Member of 3700 Clawson GP, LLC, a Texas limited liability company, General
Partner of 3700 Clawson, LP, a Texas limited partnership, on behalf of said companies and
partnership.



Notary Public, State of Texas



ACKNOWLEDGED AND AGREED:

3700 ROOSTER, LTD., a Texas limited partnership

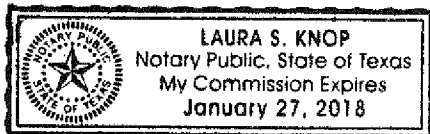
By: 3700 Rooster GP LLC,
a Texas limited liability company,
its general partner

By: [Signature]
Printed Name: Paul A Schultz
Title: President

STATE OF TEXAS §
COUNTY OF TX §

This instrument was acknowledged before me on the 7th day of August, 2017, by Paul A Schultz, president of 3700 Rooster GP LLC, a Texas limited liability company, general partner of 3700 Rooster, Ltd., a Texas limited partnership, on behalf of such limited liability company and limited partnership.

[seal]



Laura S. Knop
Notary Public, State of Texas

Exhibit A

A 0.478 acre portion of Lot 41 of the Theodore Low Heights Subdivision in the deed recorded on June 15, 2007, in Document No. 2007110118, Official Public Records of Travis County, Texas and the south .83 acres of Lot 40 of the Theodore Low Heights Subdivision in the deed recorded on April 30, 2007, in Document No. 2007076670, Official Public Records of Travis County, Texas, and Lot 2 of Mecey Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 73, Page 76 of the Plat Records of Travis County, Texas, together with all improvements thereon and all easements, rights, and appurtenances thereto.

ATTACHMENT 1

[CONDOMINIUM PLATS AND PLANS]

The plats and plans, attached hereto as Attachment 1 contains the information required by the Texas Uniform Condominium Act.

Printed Name: _____
RPLS or License No. _____

BOUNDARIES OF UNIT

The legal boundaries of each Unit are established by the Declarant and the plats and plans attached hereto. However, each Owner acknowledges that the Unit may be measured and depicted in a manner which differs from the legal boundaries of a Unit. For example, the Unit may be measured or depicted differently for tax purposes, appraisal purposes, sales purposes, and for purposes of carpeting and paint. No single measurement is definitive for all purposes. Measurements may be of the area under roof, or the air conditioned space, or the area within the Unit's legal boundaries. The Unit's partition wall cavities and/or its perimeter wall cavities may or may not be included.

SEE PAGE 1 FOR ORIGINAL CERTIFICATION

CLAWSON RIDGE CONDOMINIUMS
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME

ATTACHMENT 1

CLAWSON RIDGE CONDOMINIUMS

EXHIBIT "A" CLAWSON RIDGE CONDOMINIUMS

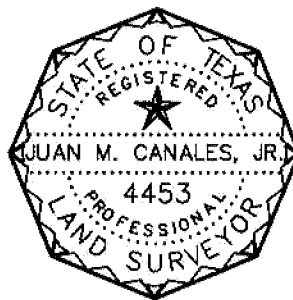
[PLATS AND PLAN]
[CERTIFICATION OF SURVEYOR]

THE ATTACHED PLATS AND PLANS, ATTACHED HERETO AS "ATTACHMENT 1" CONTAIN THE INFORMATION REQUIRED BY SECTION 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT, AS APPLICABLE.

AS SURVEYED AND MAPPED BY
LANDMARK SURVEYING, LP
TEXAS FIRM REGISTRATION NO. 100727-00

Juan M. Canales, Jr.

JUAN M. CANALES, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4453
DATE: AUGUST 7, 2017



REVIEWED BY

JMC
Initials

8-7-17
Date

REPRODUCTION OF THIS SURVEY
IS EXPRESSLY FORBIDDEN.
COPIES WITHOUT ORIGINAL
SIGNATURES ARE VOID.


Landmark
SURVEYING, LP

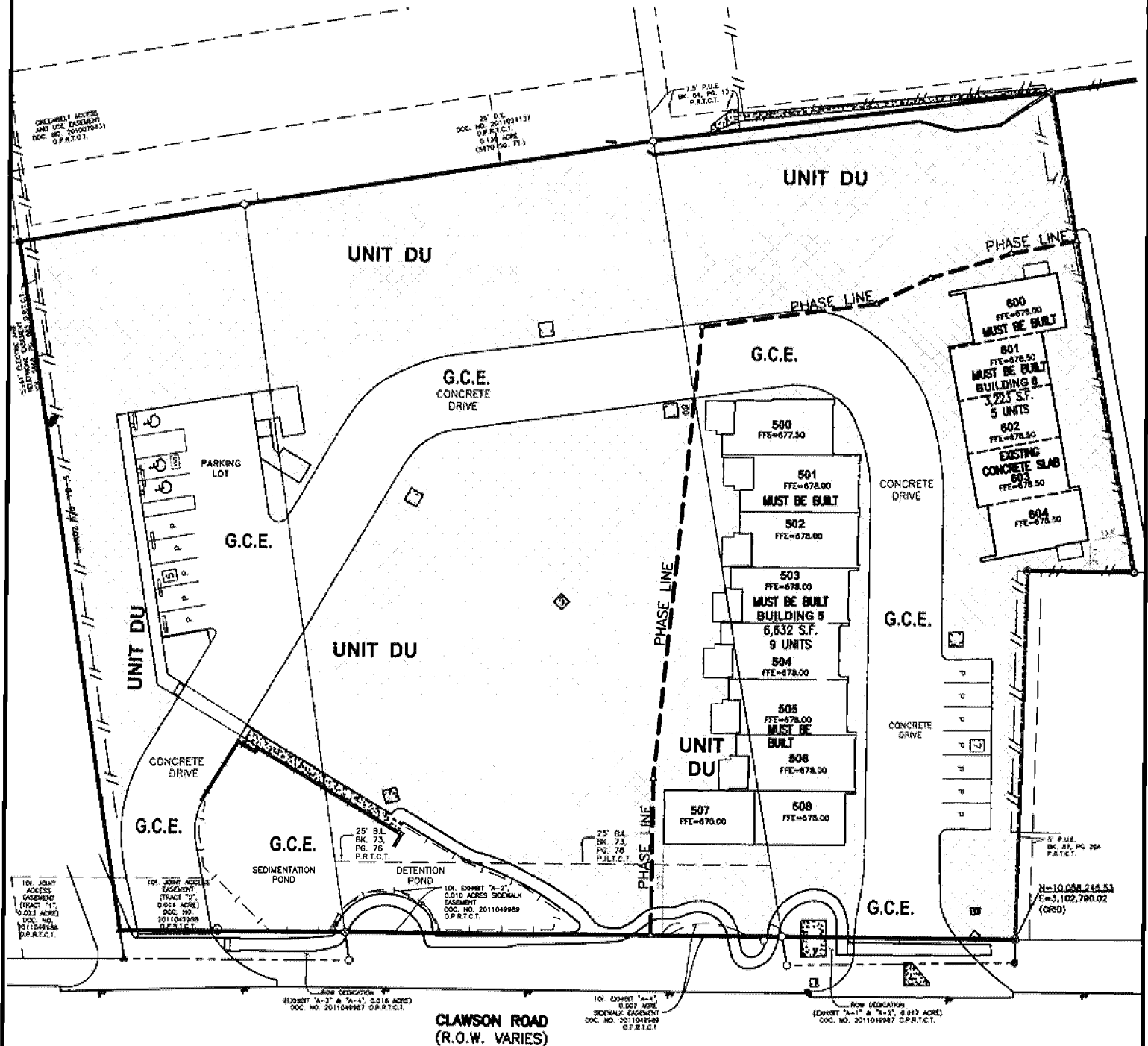
TEXAS FIRM REGISTRATION NO. 100727-00
2205 East 5th STREET
AUSTIN, TEXAS 78702
PH: (512)328-7411 FAX: (512)328-7413

CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP
DATE: AUGUST 07, 2017
OFFICE: M.BOUADI
CREW: S.SHREIDER, K.DUNN, A.SILVA
F.B.: 1553/40-44
JOB #: 1309-01-01
DISK: T:\WINSTEAD\Clawson Ridge Condo\Land. Draw\Grid-Staff\CONDO PHASE 1-EXTENSION\Clawson Ridge Condo-Phase 1-Final-Add1.dwg

CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 21 FOR LEGAL DESCRIPTION)

SCALE: 1"=50'



NOTE

SEE SHEET 10 OF 21 FOR:

- LEGEND
- HORIZONTAL DATUM
- LINE TABLE

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PAGE 2 OF 21


Landmark
SURVEYING, LP

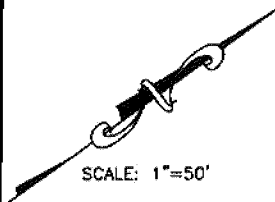
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**CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM PLAT
2.210 ACRES**

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 21 FOR LEGAL DESCRIPTION)



SCALE: 1"=50'

LIMITED COMMON AREA (L.C.E.):

THE DECKS ATTACHED TO EACH UNIT ARE ASSIGNED TO THE UNITS AS NUMBERED AND SHOWN HEREIN.

GENERAL NOTES:

1. THE CONFIGURATION REPRESENTED IN THE DRAWINGS OF THE FLOOR PLANS AND BUILDING ELEVATIONS ARE BASED UPON THE CONSTRUCTION DOCUMENTS PREPARED BY EILEEN MERRITT'S ATS ENGINEERS INSPECTORS AND SURVEYORS, RELEASE DATE JAN. 21, 2010, AND ARE NOT BASED UPON ACTUAL ON-SITE OBSERVATIONS OR FIELD MEASUREMENTS.
2. ALL IMPROVEMENTS AND LAND REFLECTED ON THE PLAT/PLAN ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS: (i) IN THE DECLARATION OF CONDOMINIUM REGIME FOR CLAWSON RIDGE CONDOMINIUMS (THE "DECLARATION") OR (ii) ON THE PLATS OF THE REGIME.
3. OWNERSHIP AND USE OF THE CONDOMINIUM UNITS ARE SUBJECT TO THE RIGHTS AND RESTRICTIONS CONTAINED IN THE DECLARATION.
4. EACH UNIT, BUILDING, LIMITED COMMON ELEMENT AND GENERAL COMMON ELEMENT IS SUBJECT TO SPECIAL RIGHTS RESERVED BY THE DECLARANT AS PROVIDED FOR IN THE DECLARATION. PURSUANT TO SUCH PROVISIONS, AMONG OTHER THINGS, DECLARANT HAS RESERVED THE RIGHT TO (i) COMPLETE OR MAKE IMPROVEMENTS INDICATED ON THE PLAT AND PLANS; (ii) EXERCISE ANY DEVELOPMENT RIGHT AS DEFINED IN SECTION 82.003(12) OF THE ACT, INCLUDING THE RIGHT(S): TO ADD REAL PROPERTY TO THE CONDOMINIUM; TO CREATE UNITS, GENERAL COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS; TO SUBDIVIDE UNITS OF CONVERT UNITS INTO COMMON ELEMENTS; AND TO WITHDRAW PROPERTY FROM THE CONDOMINIUM; (iii) MAKE THE CONDOMINIUM ESTABLISHED HEREBY PART OF A LARGER CONDOMINIUM OR PLANNED COMMUNITY; (iv) MAINTAIN SALES, MANAGEMENT, AND LEASING OFFICES AND SIGNS ADVERTISING UNITS OF THE REGIME; (v) USE EASEMENTS THROUGH THE COMMON ELEMENTS FOR THE PURPOSE OF MAKING IMPROVEMENTS WITHIN THE REGIME; AND (vi) APPOINT AND REMOVE ALL OFFICERS AND BOARD MEMBERS DURING THE DECLARANT CONTROL PERIOD AS MORE PARTICULARLY DESCRIBED IN THIS DECLARATION. FOR PURPOSES OF PROMOTING IDENTIFYING, AND MARKETING THE PROPERTY, DECLARANT HAS RESERVED AN EASEMENT AND RIGHT TO PLACE OR INSTALL SIGNS, BANNERS, FLAGS, DISPLAY LIGHTING, POTTED PLANTS, EXTERIOR DECORATIVE ITEMS, SEASONAL DECORATIONS, TEMPORARY WINDOW TREATMENTS, AND SEASONAL LANDSCAPING ON THE PROPERTY, INCLUDING ITEMS AND LOCATIONS THAT ARE PROHIBITED TO OTHER OWNERS. DECLARANT HAS ALSO RESERVED AND EASEMENT AND RIGHT TO MAINTAIN, RELOCATE, REPLACE, OR REMOVE THE ITEMS, LISTED IN THE FOREGOING SENTENCE FROM TIME TO TIME. DECLARANT HAS RESERVED AN EASEMENT AND RIGHT OF INGRESS AND EGRESS IN AND THROUGH THE COMMON ELEMENTS (AS DEFINED IN THE DECLARATION) AND UNITS OWNED OR LEASED BY DECLARANT FOR PURPOSES OF CONSTRUCTING, MAINTAINING, MANAGING, AND MARKETING THE PROPERTY, AND FOR DISCHARGING DECLARANT'S OBLIGATIONS UNDER THE ACT AND THE DECLARATION.



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**Landmark
SURVEYING, LP**
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CLAWSON RIDGE CONDOMINIUMS

CONDOMINIUM PLAT

2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS FURTHER DESCRIBED AS

(TRACT 1, 0.48 ACRE, PART OF LOT 41, THEODORE LOW HEIGHTS SUBDIVISION VOL. 445, PG. 581 D.R.T.C.T.)

(TRACT 2, LOT 2, MECEY SUBDIVISION, BOOK 73, PG. 76 P.R.T.C.T.)

(TRACT 3, 0.83 ACRE, PART OF LOT 40, THEODORE LOW HEIGHTS SUBDIVISION VOL. 445, PG. 581 D.R.T.C.T.)

A. RESTRICTIVE COVENANTS AND EASEMENTS NOTE:

ALL EASEMENTS OF WHICH I HAVE KNOWLEDGE AND THOSE RECORDED EASEMENTS FURNISHED BY STEWART TITLE GUARANTY COMPANY ACCORDING TO FILE NO. 126472, DATED MAY 8, 2017; AND RESTRICTIVE COVENANTS AND EASEMENTS LISTED IN RECORDED IN DOCUMENT NO. 2013182710, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS ARE SHOWN OR DEPICTED HEREON. OTHER THAN VISIBLE EASEMENTS, NO UNRECORDED OR UNWRITTEN EASEMENTS WHICH MAY EXIST ARE SHOWN HEREON.

FILE NO. 126472:

1. RESTRICTIVE COVENANTS OF RECORD DO AFFECT THE TRACTS AS ITEMIZED BELOW:

- A. TRACTS 1 AND 3: VOLUME 445, PAGE 581, DEED RECORDS, TRAVIS COUNTY, TEXAS.
 - B. TRACT 2: VOLUME 73, PAGE 76, PLAT RECORDS, TRAVIS COUNTY, TEXAS;
 - C. TRACTS 1, 2 & 3: DOCUMENT NO. 2008121746, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
 - D. TRACT 4: VOLUME 445, PAGE 581, DEED RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
 - E. TRACT 5: VOLUME 73, PAGE 76, PLAT RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10b. AN ELECTRIC AND TELEPHONE EASEMENT TO THE CITY OF AUSTIN RECORDED IN VOLUME 454, PAGE 372, VOLUME 454, PAGE 374, VOLUME 570, PAGE 347, VOLUME 570, PAGE 353, MAY APPLY BUT LOCATION UNDETERMINED, THOSE RECORDED IN VOLUME 622, PAGE 349; VOLUME 629, PAGE 47 DEED RECORDS, TRAVIS COUNTY, TEXAS DO NOT APPLY.
- 10c. A RIGHT OF REVERSION AS SET OUT IN THE DEED RECORDED IN VOLUME 794, PAGE 469, DEED RECORDS, TRAVIS COUNTY, TEXAS DOES APPLY TO TRACTS 1 AND 2 ONLY.
- 10d. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT FOR ELECTRIC LINES AND SYSTEMS AND TELEPHONE LINES, GRANTED TO CITY OF AUSTIN RECORDED IN VOLUME 5468, PAGE 885, DEED RECORDS, TRAVIS COUNTY, TEXAS (TRACT 1) DOES APPLY.
- 10e. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT FOR DRAINAGE CHANNEL AND RELATED FACILITIES, GRANTED TO CITY OF AUSTIN, RECORDED IN DOCUMENT NO. 2011021137, OFFICIAL RECORDS, TRAVIS COUNTY, TEXAS. (TRACT 5) DOES NOT APPLY.
- 10f. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT FOR SIDEWALK, GRANTED TO CTY OF AUSTIN, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2011049989, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. (TRACTS 1 AND 2) DOES APPLY.
- 10g. ELECTRIC UTILITY EASEMENT, RIGHT OF WAY AND/OR AGREEMENT GRANTED TO CITY OF AUSTIN, RECORDED IN DOCUMENT NO. 2014023557, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. (TRACTS 1, 2, AND 3) DOES APPLY.
- 10h. VARIANCE GRANT FOR TEMPORARY TYPE III PERMIT, RECORDED IN DOCUMENT NO. 2015112003, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (TRACTS 1, 2, AND 3) DOES APPLY.
- 10i. 25' BUILDING SETBACK LINE RECORDED IN VOLUME 73, PAGE 76, PLAT RECORDS OF TRAVIS COUNTY, TEXAS. (TRACT 2) DOES APPLY.
- 10j. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN OPERATING LEASE, RECORDED IN DOCUMENT NO. 2004144396, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (TRACT 5) DO NOT APPLY.
- 10k. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN GREENBELT ACCESS & USE EASEMENT, RECORDED IN DOCUMENT NO. 2010070731, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (TRACTS 1, 2, 3, AND 5) DO APPLY FOR TRACTS 1, 2 AND 3 ONLY.
- 10l. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN JOINT USE ACCESS EASEMENT RECORDED IN DOCUMENT NO. 2011049988, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (TRACTS 1, AND 4) DO APPLY.
- 10m. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANT REGARDING UNIFIED DEVELOPMENT AND MAINTENANCE OF DRAINAGE FACILITIES, RECORDED IN DOCUMENT NO. 2011049990, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (TRACTS 1, 2, AND 3) DO APPLY.
- 10n. MINERAL DEED, RECORDED IN DOCUMENT NO. 2013182712, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST (TRACTS 1, 2 AND 3).
- 10o. SURFACE RIGHTS WAIVED BY INSTRUMENT RECORDED IN DOCUMENT NO. 2017068462, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (TRACTS 1, 2 AND 3).

NOTE

SEE SHEET 10 OF 21 FOR:

- a. LEGEND
- b. HORIZONTAL DATUM
- c. LINE TABLE

CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP

DATE: AUGUST 07, 2017

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CREW: S.SHREIDER, K.DUNN, A.SILVA

F.B.: 1553/40-44

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TEXAS FIRM REGISTRATION NO. 100727-00

2205 East 5th STREET

AUSTIN, TEXAS 78702

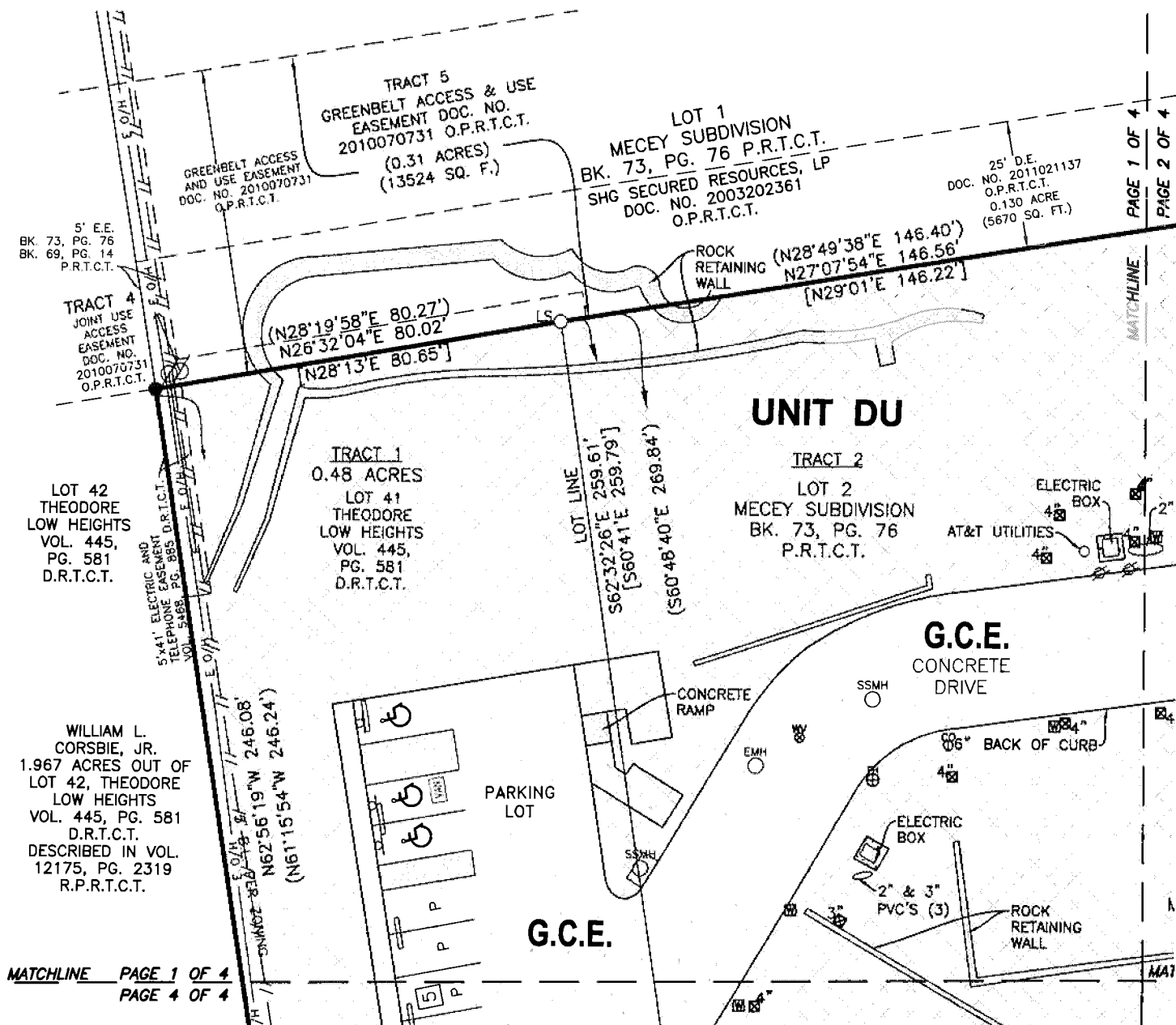
PH: (512)328-7411 FAX: (512)328-7413

CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT

2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 21 FOR LEGAL DESCRIPTION)

SCALE: 1"=30'



NOTE

SEE SHEET 10 OF 21 FOR:

- LEGEND
- HORIZONTAL DATUM
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Landmark
SURVEYING, LP

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SCALE: 1"=30'



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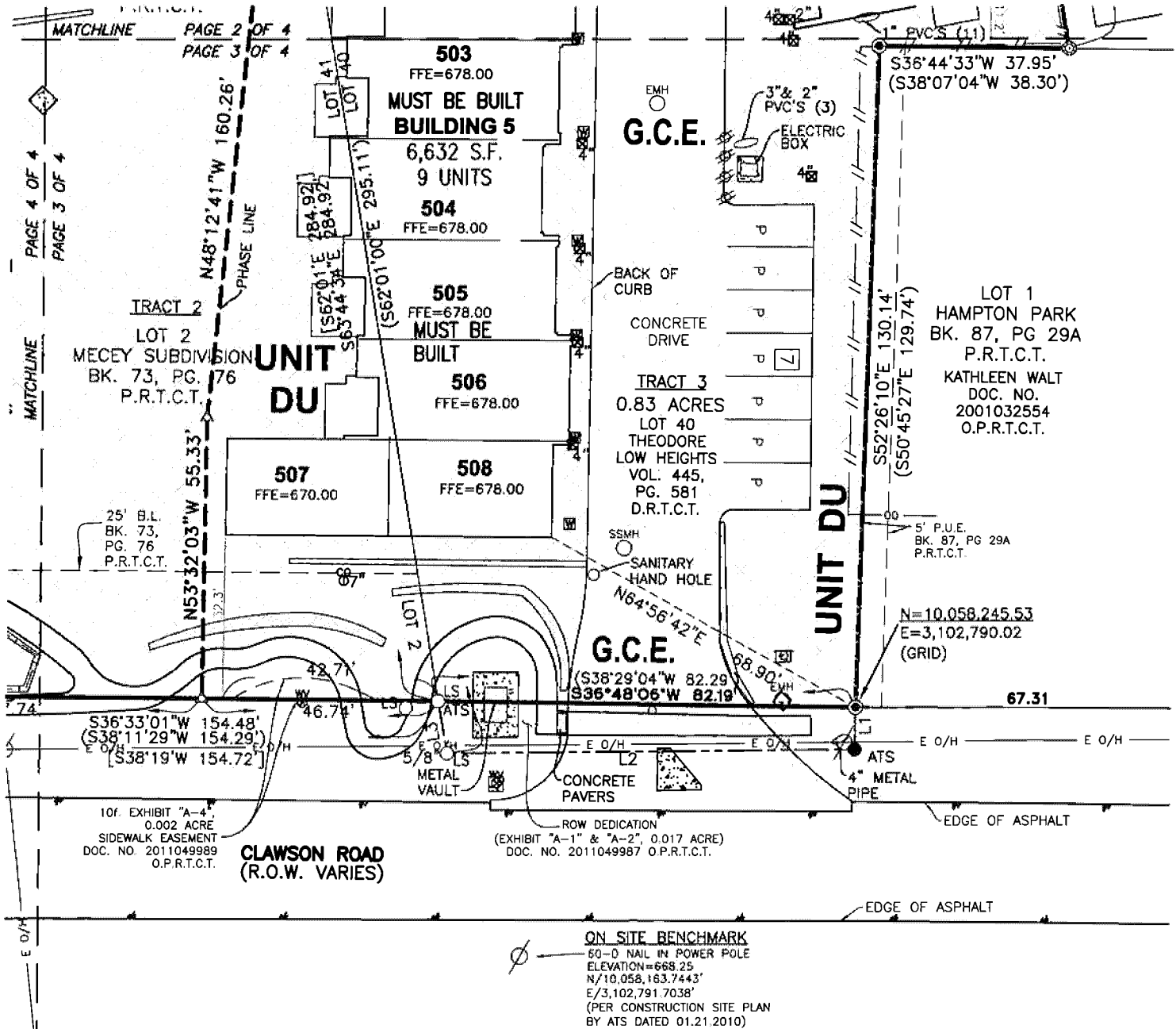
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OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 21 FOR LEGAL DESCRIPTION)

SCALE: 1"=30'



ON SITE BENCHMARK
60-0 NAIL IN POWER POLE
ELEVATION=668.25
N/10,058,163.7443'
E/3,102,791.7038'
(PER CONSTRUCTION SITE PLAN
BY ATS DATED 01.21.2010)

NOTE

SEE SHEET 10 OF 21 FOR:

- LEGEND
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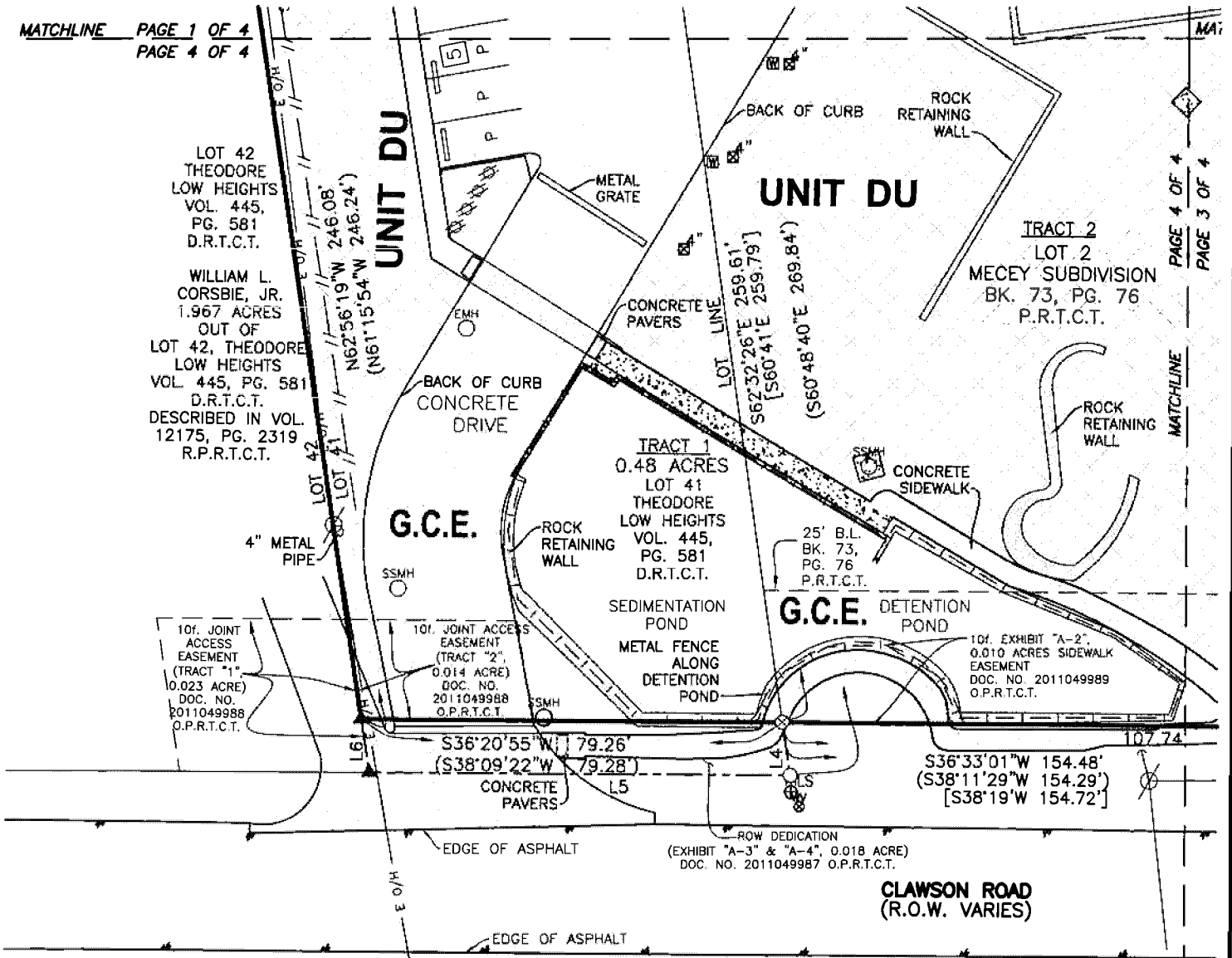
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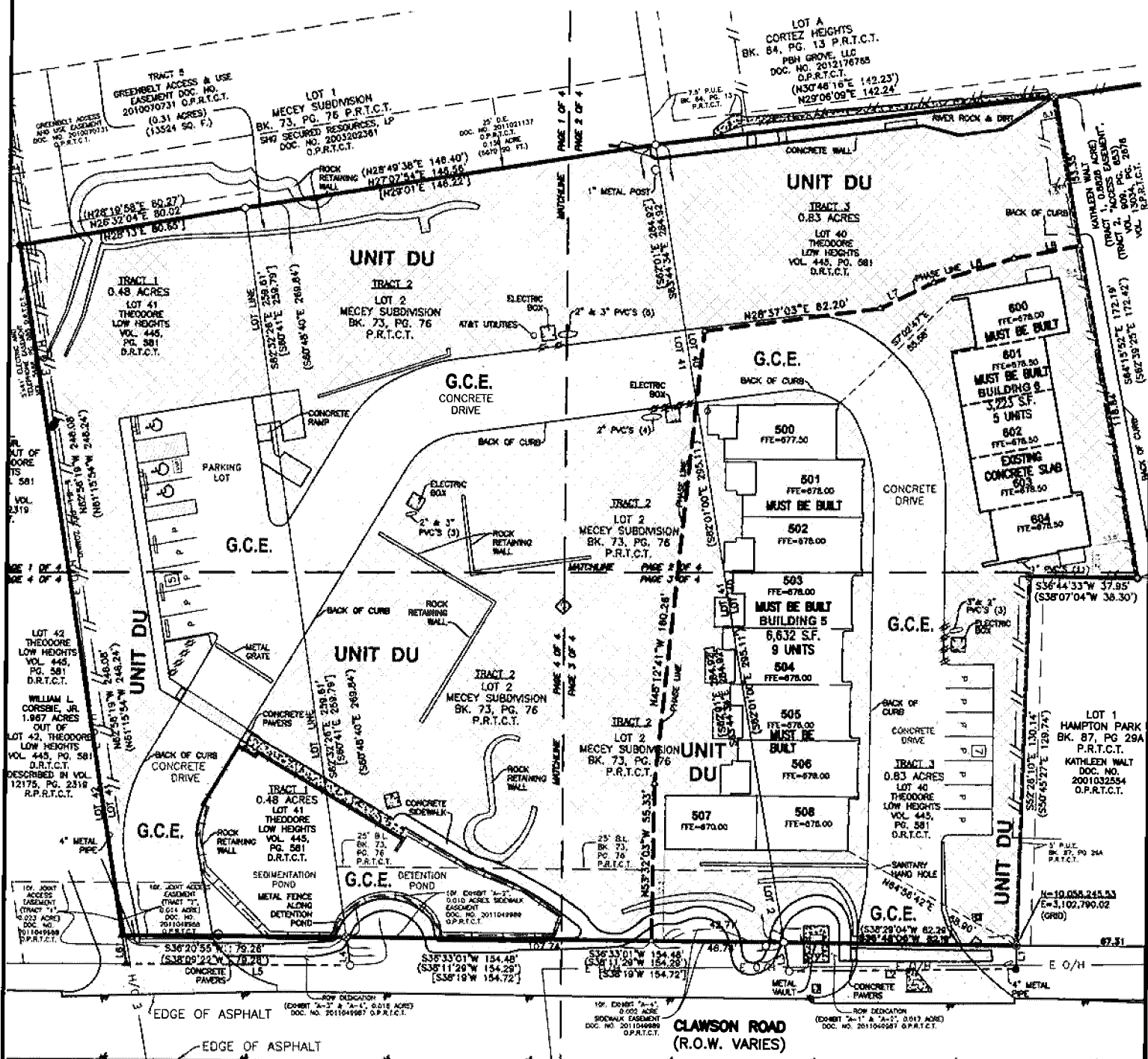
SCALE: 1"=30'



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NOTE

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PAGE 9 OF 21

Landmark
SURVEYING, LP

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OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 21 FOR LEGAL DESCRIPTION)

LEGEND

	CALCULATED POINT (NOT ESTABLISHED ON THE GROUND)
	"X" CUT ON CONCRETE
	1/2" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "LANDMARK SURVEYING"
	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
	1/2" IRON ROD FOUND WITH YELLOW CAP MARKED "ATS ENGINEERING"
	1/2" IRON PIPE FOUND
	COTTON SPINDLE FOUND
	MAG NAIL FOUND
	RECORD INFORMATION
	BK. 73, PG. 76 P.R.T.C.T.
	CONCRETE IMPROVEMENTS
	CONCRETE PAVERS
	ROCK IMPROVEMENTS
	UNIT DU
	WOOD PRIVACY FENCE
	CHAINLINK FENCE
	OVERHEAD ELECTRIC/TELEPHONE LINE POWER POLE WITH GUY WIRE AND ANCHOR
	PARKING SPACE
	WATER VALVE
	WATER METER
	CLEAN OUT (SIZE NOTED)
	PVC (SIZE NOTED)
	HANDICAPPED PARKING SPACE
	UNDERGROUND CABLE MARKER
	FIRE HYDRANT
	STREET LIGHT POLE
	STREET SIGN
	BOLLARD
	ELECTRICAL MANHOLE
	STORM SEWER MANHOLE
	POLYVINYL CHLORIDE PIPE
	GENERAL COMMON ELEMENT
	ASPHALT
	R.O.W.
	VOL./PG.
	DOC. NO.
	B.L.
	D.E.
	E.E.
	W.W.E.
	P.U.E.
	J.A.L.C.E.
	P.R.T.C.T.
	D.R.T.C.T.
	R.P.R.T.C.T.
	O.P.R.T.C.T.

LINE TABLE		
Line #	DIRECTION	LENGTH
L1	N52°58'50"W (N50°55'57"W)	8.27 (8.39)
L2	N35°25'52"E (N37°19'41"E)	80.22 (80.36)
L3	S64°06'09"E (S62°01'00"E)	10.38 (10.19)
L4	N63°00'26"W (N60°48'40"W)	10.09 (10.05)
L5	N36°18'54"E (N38°09'22"E)	79.26 (79.20)
L6	S62°56'19"E (S61°15'54"E)	10.14 (10.11)
L7	S10°25'08"W	21.09'
L8	S19°25'08"W	29.83'
L9	S24°56'48"W	23.77'

HORIZONTAL DATUM

GRID BEARINGS OF THE TEXAS COORDINATE SYSTEM
OF 1983 (CENTRAL ZONE-4203), U.S. SURVEY FEET
GEOID MODEL 12A (CONUS)
COMBINED SCALE FACTOR 0.999994224
PROJECT CONTROL POINTS WERE ESTABLISHED USING
THE WESTERN DATA SYSTEM COOPERATIVE NETWORK.
DISTANCES SHOWN ARE BASED ON GRID DISTANCES.

ON SITE BENCHMARK

SEE SHEET 7 OF 21

Landmark
SURVEYING, LP

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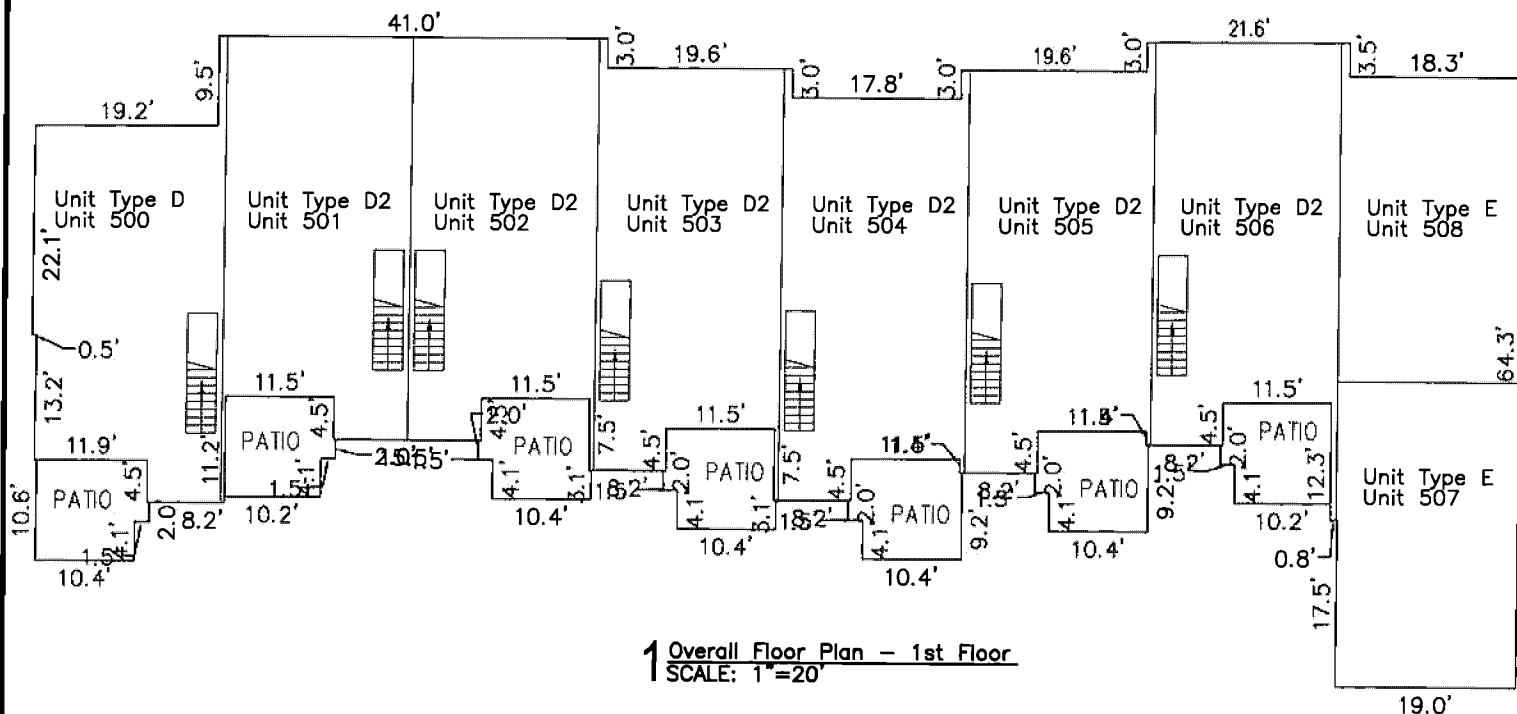
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OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 21 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

BUILDING 5 6,632 S.F. - 9 UNITS



ARCHITECTURAL PLANS

ALL ARCHITECTURAL PLANS INCLUDING FLOOR PLANS,
UNITS AND ELEVATION PLANS WERE PROVIDED BY:
"J. SQUARE ARCHITECTURE"
OFFICE: 818 MORROW STREET, AUSTIN
PHONE: 512 879 4150
INFO@JSQUAREARCH.COM

NOTE

SEE SHEET 10 OF 21 FOR:

- LEGEND
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Landmark
SURVEYING, LP

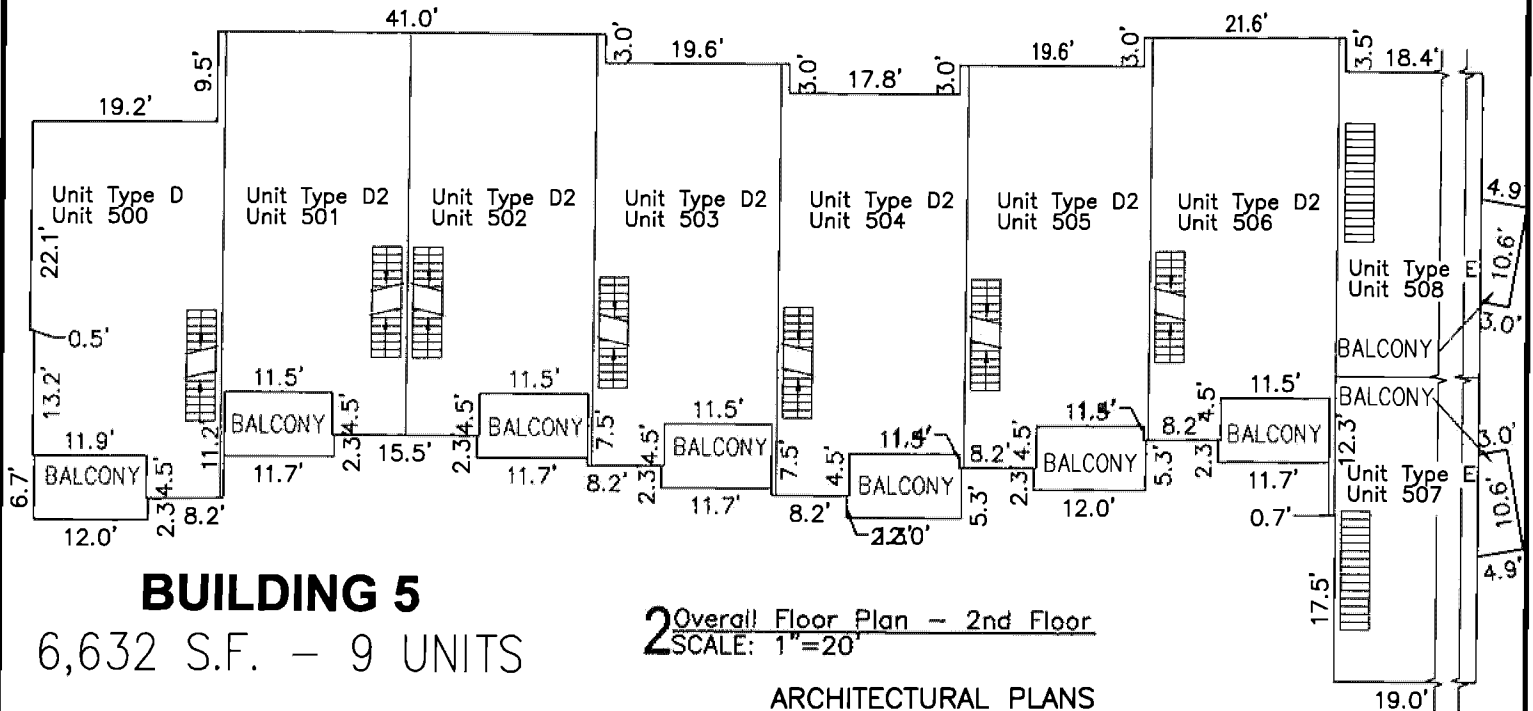
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(SEE PAGE 4 OF 21 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'



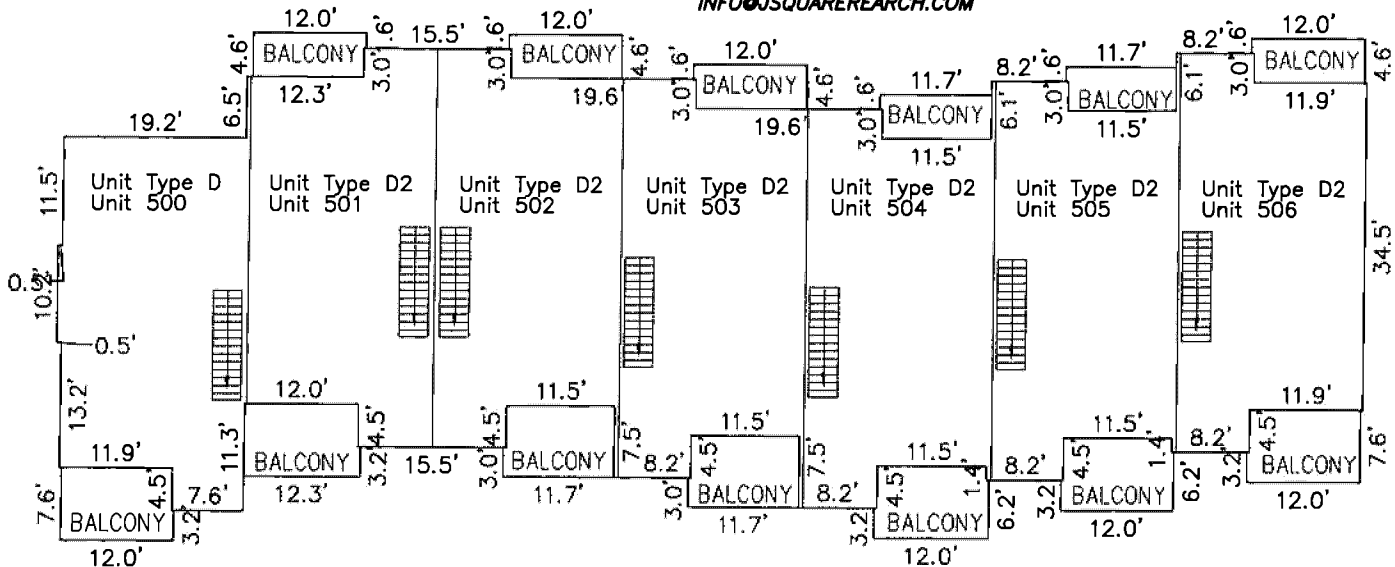
BUILDING 5

6,632 S.F. - 9 UNITS

2 Overall Floor Plan - 2nd Floor
SCALE: 1"=20'

ARCHITECTURAL PLANS

ALL ARCHITECTURAL PLANS INCLUDING FLOOR PLANS,
UNITS AND ELEVATION PLANS WERE PROVIDED BY:
"J. SQUARE ARCHITECTURE"
OFFICE: 818 MORROW STREET, AUSTIN
PHONE: 512 879 4150
INFO@JSQUAREARCH.COM



3 Overall Floor Plan - 3rd Floor
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 21 FOR:

- LEGEND
- HORIZONTAL DATUM
- LINE TABLE

CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP
DATE: AUGUST 07, 2017
OFFICE: M.BOUADI
CREW: S.SHREIDER, K.DUNN, A.SILVA
F.B.: 1553/40-44
JOB #: 1309-01-01
DISK: T:\WINSTEAD\Clawson Ridge Condo\Land. Draw\Grid-Staff\CONDO PHASE 1-EXTENSION\Clawson Ridge Condo-Phase 1-Final-Add1.dwg

Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00
2205 East 5th STREET
AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

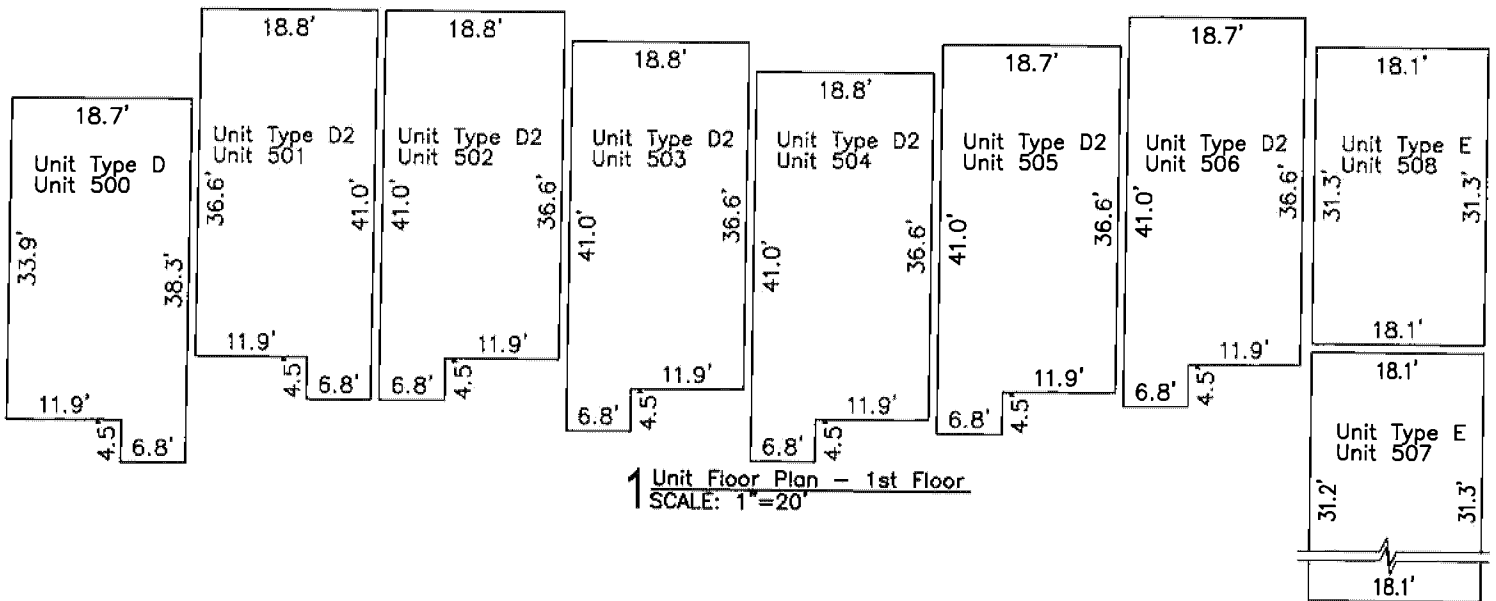
**CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM PLAT
2.210 ACRES**

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 21 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

BUILDING 5

6,632 S.F. – 9 UNITS



ARCHITECTURAL PLANS

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INFO@JSQUAREARCH.COM

NOTE

- SEE SHEET 10 OF 21 FOR:
- LEGEND
 - HORIZONTAL DATUM
 - LINE TABLE

CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP
DATE: AUGUST 07, 2017
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JOB #: 1309-01-01
DISK: T:\WINSTEAD\Clawson Ridge Condo\Land. Draw\Grid-Staff\CONDO PHASE 1-EXTENSION\Clawson Ridge Condo-Phase 1-Final-Add1.dwg


Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00
2205 East 5th STREET
AUSTIN, TEXAS 78702
PH: (512)328-7411 FAX: (512)328-7413

SCALE: 1"=20'

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 21 FOR LEGAL DESCRIPTION)

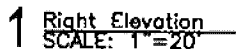


6,632 S.F. - 9 UNITS

ARCHITECTURAL PLANS

"J. SQUARE ARCHITECTURE"

OFFICE: 818 MORROW STREET, AUSTIN
PHONE: 512 879 4150
INFO@JSQUARERESEARCH.COM



SEE SHEET 10 OF 21 FOR:

- LEGEND
- HORIZONTAL DATUM
- LINE TABLE

Condo-Phase 1-Final-Add1.dwg

CLAWSON RIDGE CONDOMINIUMS

CONDOMINIUM PLAT

2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 21 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

ARCHITECTURAL PLANS

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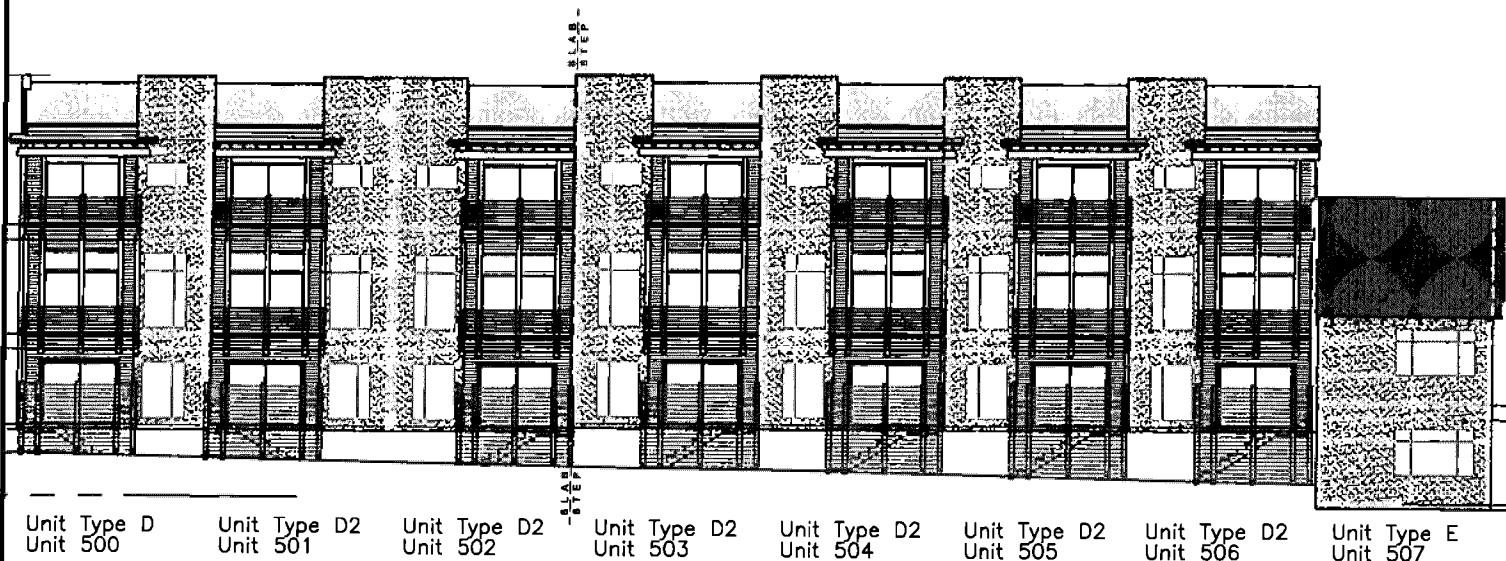
OFFICE: 818 MORROW STREET, AUSTIN

PHONE: 512 879 4150

INFO@JSQUAREARCH.COM

BUILDING 5

6,632 S.F. - 9 UNITS



1 Front Elevation
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 21 FOR:

- LEGEND
- HORIZONTAL DATUM
- LINE TABLE

CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP

DATE: AUGUST 07, 2017

OFFICE: M.BOUADI

CREW: S.SHREIDER, K.DUNN, A.SILVA

F.B.: 1553/40-44

JOB #: 1309-01-01

DISK: T:\WINSTEAD\Clawson Ridge Condo\Land. Draw\Grid-Staff\CONDO PHASE 1-EXTENSION\Clawson Ridge Condo-Phase 1-Final-Add1.dwg


Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00

2205 East 5th STREET

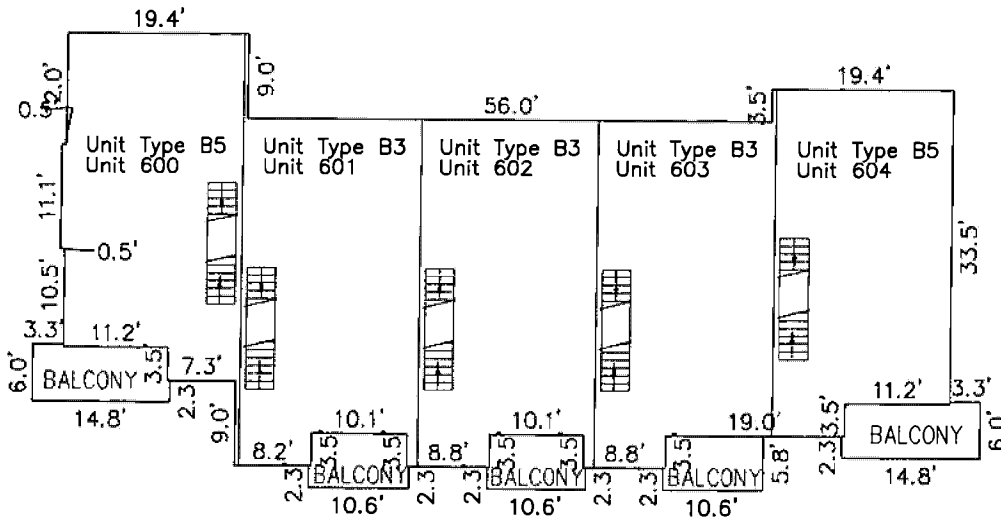
AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 21 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'



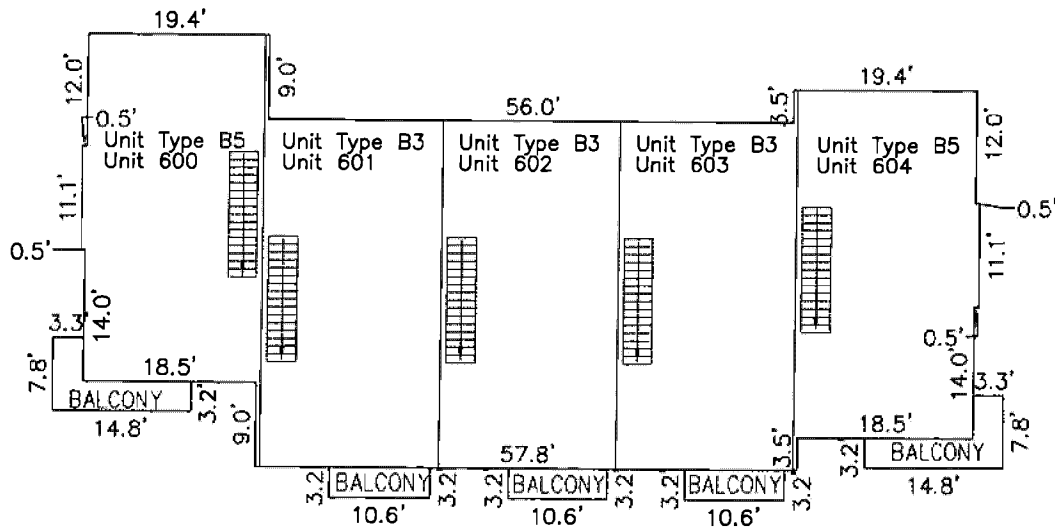
2 Overall Floor Plan - 2nd Floor
SCALE: 1"=20'

ARCHITECTURAL PLANS

ALL ARCHITECTURAL PLANS INCLUDING FLOOR PLANS,
UNITS AND ELEVATION PLANS WERE PROVIDED BY:
"J. SQUARE ARCHITECTURE"
OFFICE: 818 MORROW STREET, AUSTIN
PHONE: 512 879 4150
INFO@JSQUAREARCH.COM

BUILDING 6

3,223 S.F. - 5 UNITS



3 Overall Floor Plan - 3rd Floor
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 21 FOR:

- LEGEND
- HORIZONTAL DATUM
- LINE TABLE

CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP

DATE: AUGUST 07, 2017

OFFICE: M.BOUADI

CREW: S.SHREIDER, K.DUNN, A.SILVA

F.B.: 1553/40-44

JOB #: 1309-01-01

DISK: T:\WINSTEAD\Clawson Ridge Condo\Land. Draw\Grid-Staff\CONDO PHASE 1-EXTENSION\Clawson Ridge Condo-Phase 1-Final-Add1.dwg

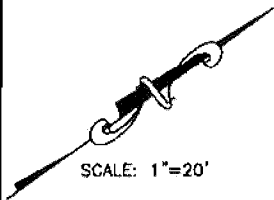

Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-06

2205 East 5th STREET

AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413



CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

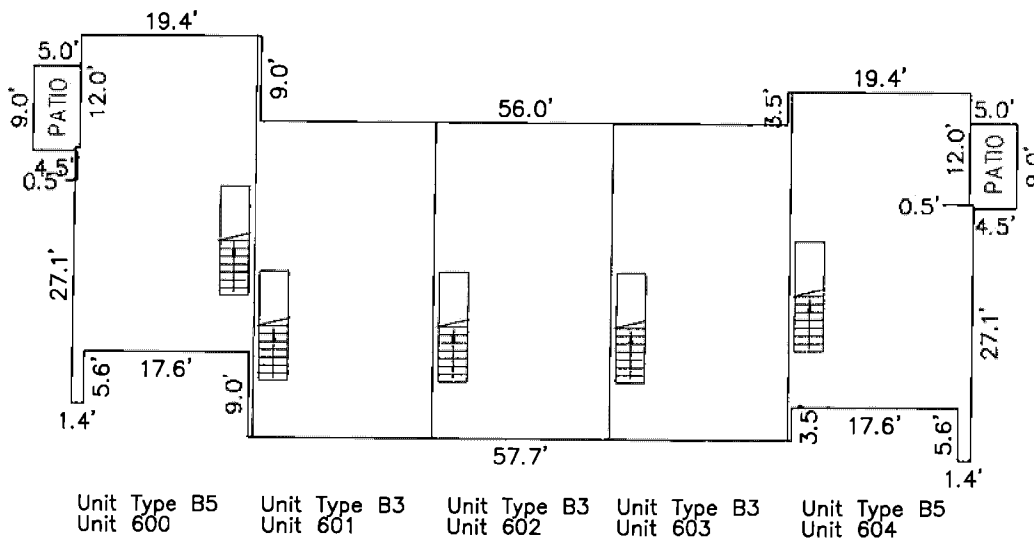
OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 21 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

ARCHITECTURAL PLANS

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PHONE: 512 879 4150
INFO@JSQUAREARCH.COM

BUILDING 6 3,223 S.F. – 5 UNITS



1 Overall Floor Plan - 1st Floor
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 21 FOR:

- a. LEGEND
- b. HORIZONTAL DATUM
- c. LINE TABLE

CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP
DATE: AUGUST 07, 2017
OFFICE: M.BOUADI
CREW: S.SHREIDER, K.DUNN, A.SILVA
F.B.: 1553/40-44
JOB #: 1309-01-01
DISK: T:\WINSTEAD\Clawson Ridge Condo\Land. Draw\Grid-Staff\CONDO PHASE 1-EXTENSION\Clawson Ridge Condo-Phase 1-Final-Add1.dwg


Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00
2205 East 5th STREET
AUSTIN, TEXAS 78702
PH: (512)328-7411 FAX: (512)328-7413

CLAWSON RIDGE CONDOMINIUMS

CONDOMINIUM PLAT

2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 21 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

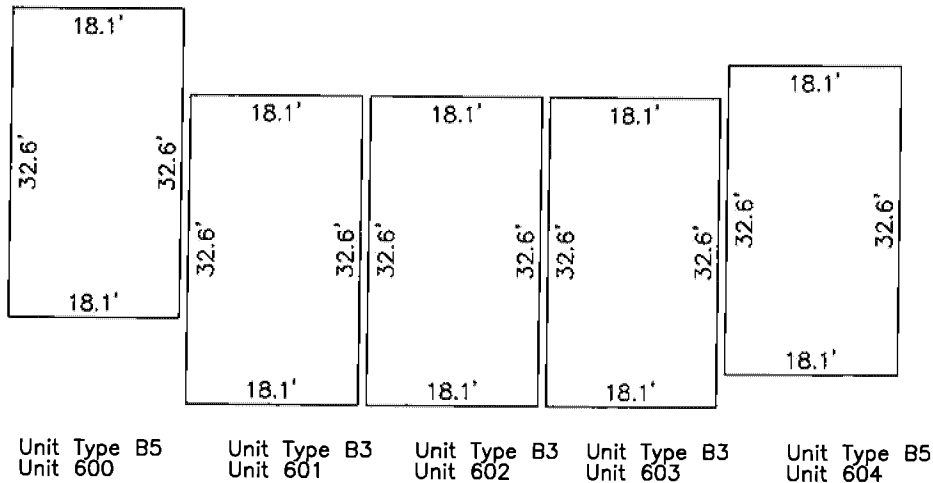
ARCHITECTURAL PLANS

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PHONE: 512 879 4150
INFO@JSQUAREARCH.COM

BUILDING 6

3,223 S.F. – 5 UNITS



1 Unit Floor Plan – 1st Floor
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 21 FOR:

- a. LEGEND
- b. HORIZONTAL DATUM
- c. LINE TABLE

CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP

DATE: AUGUST 07, 2017

OFFICE: M.BOUADI

CREW: S.SHREIDER, K.DUNN, A.SILVA

F.B.: 1553/40-44

JOB #: 1309-01-01

DISK: T:\WINSTEAD\Clawson Ridge Condo\Land. Draw\Grid-Staff\CONDO PHASE 1-EXTENSION\Clawson Ridge Condo-Phase 1-Final-Add1.dwg


Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-04

2205 East 5th STREET

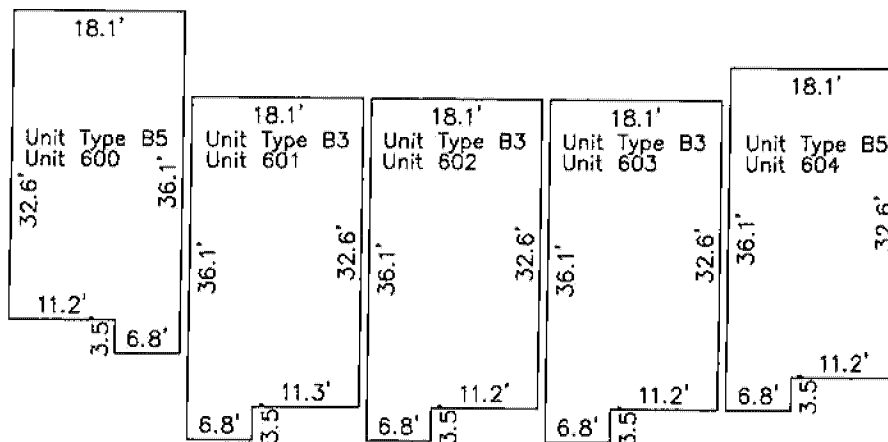
AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 21 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'



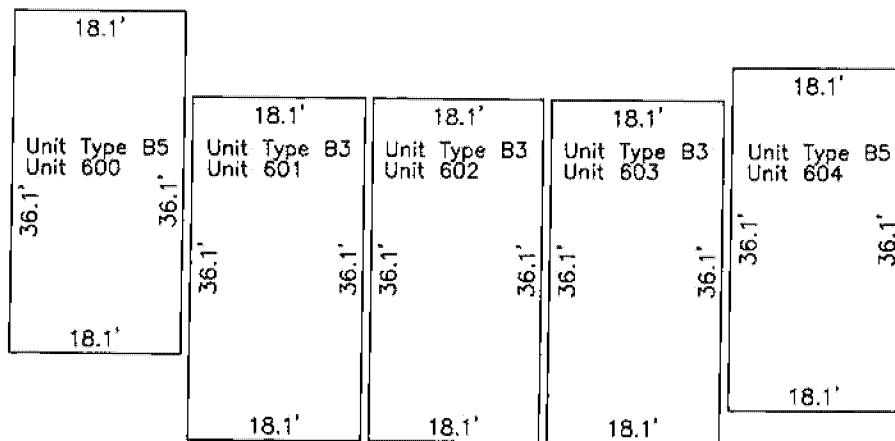
2 Unit Floor Plans - 2nd Floor
SCALE: 1"=20'

ARCHITECTURAL PLANS

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BUILDING 6

3,223 S.F. - 5 UNITS



3 Unit Floor Plans - 3rd Floor
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 21 FOR:

- LEGEND
- HORIZONTAL DATUM
- LINE TABLE

CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP

DATE: AUGUST 07, 2017

OFFICE: M.BOUADI

CREW: S.SHREIDER, K.DUNN, A.SILVA

F.B.: 1553/40-44

JOB #: 1309-01-01

DISK: T:\WINSTEAD\Clawson Ridge Condo\Land. Draw\Grid-Staff\CONDO PHASE 1-EXTENSION\Clawson Ridge Condo-Phase 1-Final-Add1.dwg

Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00

2205 East 5th STREET

AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

**CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM PLAT
2.210 ACRES**

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 21 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

ARCHITECTURAL PLANS

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OFFICE: 818 MORROW STREET, AUSTIN

PHONE: 512 879 4150

INFO@JSQUAREARCH.COM

BUILDING 6

3,223 S.F. – 5 UNITS



1 Front Elevation
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 21 FOR:

- a. LEGEND
- b. HORIZONTAL DATUM
- c. LINE TABLE

CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP

DATE: AUGUST 07, 2017

OFFICE: M.BOUADI

CREW: S.SHREIDER, K.DUNN, A.SILVA

F.B.: 1553/40-44

JOB #: 1309-01-01

DISK: T:\WINSTEAD\Clawson Ridge Condo\Land. Draw\Grid-Staff\CONDO PHASE 1-EXTENSION\Clawson Ridge Condo-Phase 1-Final-Add1.dwg


Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00

2205 East 5th STREET

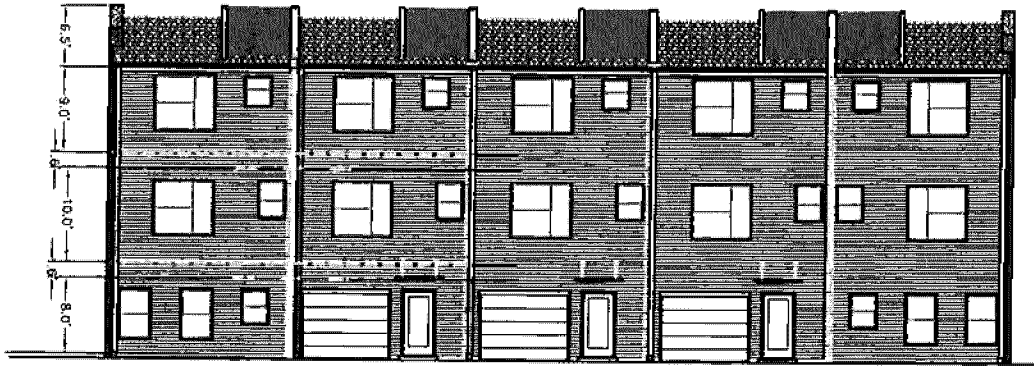
AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 21 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'



Unit Type B5
Unit 604

Unit Type B3
Unit 603

Unit Type B3
Unit 602

Unit Type B3
Unit 601

Unit Type B5
Unit 600

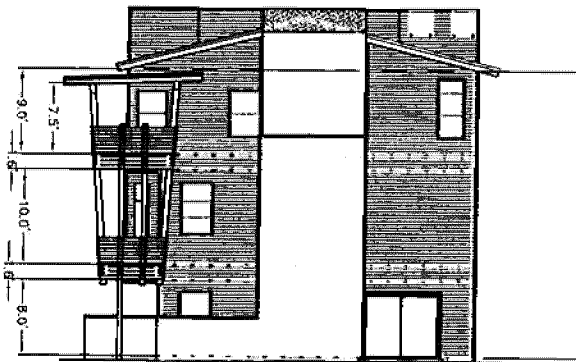
2 Rear Elevation
SCALE: 1"=20'

ARCHITECTURAL PLANS

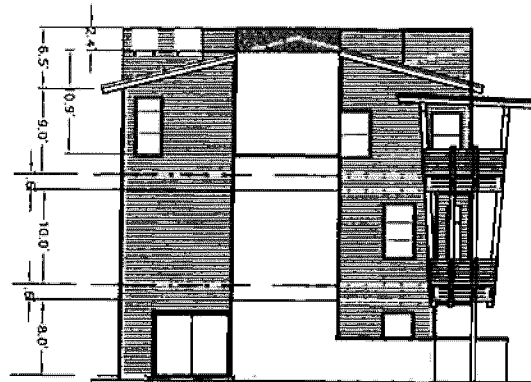
ALL ARCHITECTURAL PLANS INCLUDING FLOOR PLANS,
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OFFICE: 818 MORROW STREET, AUSTIN
PHONE: 512 879 4150
INFO@JSQUAREARCH.COM

BUILDING 6

3,223 S.F. - 5 UNITS



1 Right Elevation
SCALE: 1"=20'



2 Left Elevation
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 21 FOR:

- a. LEGEND
- b. HORIZONTAL DATUM
- c. LINE TABLE

CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP
DATE: AUGUST 07, 2017
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F.B.: 1553/40-44
JOB #: 1309-01-01
DISK: T:\WINSTEAD\Clawson Ridge Condo\Land. Draw\Grid-Staff\CONDO PHASE 1-EXTENSION\Clawson Ridge Condo-Phase 1-Final-Add1.dwg

PAGE 21 OF 21


Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00

2205 East 5th STREET

AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

FEE \$48.00

TAX CERTIFICATE**TEJAS TAX DATA**

8704 CAPEHART COVE

AUSTIN~ TEXAS 78733

CUST: TEJAS TAX DATA

BRANCH:

ORDER: 126472

CLOSER: DH

ORDER TYPE: A

SUBTYPE: R

DATE: 05/10/2017

CAD ACCOUNT NUMBER SUMMARY

04-0409-0149-0000

04-0610-0253-0000

04-0610-0257-0000

SUMMARY OF ALL ACCOUNT(S)

	SUMMARY OF CURRENT YEAR		SUMMARY OF ALL TAXES DUE	
	TAX YEAR	BASE TAX	DUE 05/17	DUE 06/17
TRAVIS COUNTY	2016	3,884.06	0.00	0.00
CITY OF AUSTIN (TRAVIS CO	2016	4,471.02	0.00	0.00
ISD - AUSTIN	2016	12,063.04	0.00	0.00
TRAVIS COUNTY HOSPITAL	2016	1,118.68	0.00	0.00
AUSTIN COMMUNITY COLLEGE	2016	1,032.24	0.00	0.00
TOTAL TAX		22,569.04	0.00	0.00

******* COMMENTS ***** CAUTION ***** READ BEFORE CLOSING *******

TRAVIS COUNTY	- EXEMPTS: HS-20%/5,000; O65-70,000; DIS-70,000
CITY OF AUSTIN (TRAVIS COU	- EXEMPTS: HS-; O65-70,000; DIS-70,000
ISD - AUSTIN	- EXEMPTS: HS-0; O65-25,000; DIS-15,000
TRAVIS COUNTY HOSPITAL	- EXEMPTS: HS-20%/5,000; O65-65,000; DIS-65,000
AUSTIN COMMUNITY COLLEGE C	- EXEMPTS: HS-1%/5,000; O65-85,000; DIS-85,000

01 02 03 2J 68

CAD# 04-0409-0149-0000

GR6/GR2

DESC 0.8177 ACR OF LOT 40 LOW THEODORE HEIGHTS ABST/SUB ID S08345

ACREAGE 0.817

SITUS 3608 CLAWSON RD 02

MAIL 10700 PECAN PARK BLVD STE 400 AUSTIN TX 78750

ASSESSED OWNER(S)

CONTINENTAL HOMES OF TEXAS LP

2016 ASSESSED VALUES

LAND 345,000

IMPROVEMENT 0

TOTAL VALUE 345,000

CLASS CODE C1 - VACANT LOT

ASSESSED AS LAND ONLY

TAX ENTITY INFORMATION

TRAVIS COUNTY		PAYMENTS AS OF		05/08/2017
PO BOX 149328 AUSTIN, TX 78714-9328		16 TAX RATE		0.3838000
PHONE 512-854-9473		W/O EXEMPT		1,324.11
EXEMPTIONS NONE		YR	BASE TAX	BASE DUE
AC# 159128		16	1,324.11	0.00
		SUBTOTAL	1,324.11	0.00
				DUE 05/17
				DUE 06/17
				*** PAID 01/30/17 ***
				0.00
				0.00

TAX CERTIFICATE**TEJAS TAX DATA**8704 CAPEHART COVE
AUSTIN- TEXAS 78733**CUST: TEJAS TAX DATA****BRANCH:****ORDER: 126472****CLOSER: DH****ORDER TYPE: A****SUBTYPE: R****DATE: 05/10/2017****CITY OF AUSTIN (TRAVIS COUNTY)****PAYMENTS AS OF****05/08/2017**

COLLECTED BY TRAVIS CO

16 TAX RATE 0.4418000

PHONE 512-854-9473

W/O EXEMPT 1,524.21**EXEMPTIONS NONE**

AC# 159128

YR	BASE TAX	BASE DUE	DUE 05/17	DUE 06/17
16	1,524.21	0.00	*** PAID 01/30/17 ***	
SUBTOTAL	1,524.21	0.00	0.00	0.00

ISD - AUSTIN**PAYMENTS AS OF****05/08/2017**

COLL BY TRAVIS COUNTY

16 TAX RATE 1.1920000

PHONE 512-854-9473

W/O EXEMPT 4,112.40**EXEMPTIONS NONE**

AC# 159128

YR	BASE TAX	BASE DUE	DUE 05/17	DUE 06/17
16	4,112.40	0.00	*** PAID 01/30/17 ***	
SUBTOTAL	4,112.40	0.00	0.00	0.00

TRAVIS COUNTY HOSPITAL**PAYMENTS AS OF****05/08/2017**

COLL BY TRAVIS COUNTY

16 TAX RATE 0.1105410

PHONE 512-854-9473

W/O EXEMPT 381.37**EXEMPTIONS NONE**

AC# 159128

YR	BASE TAX	BASE DUE	DUE 05/17	DUE 06/17
16	381.37	0.00	*** PAID 01/30/17 ***	
SUBTOTAL	381.37	0.00	0.00	0.00

AUSTIN COMMUNITY COLLEGE COLL BY TRAVIS**PAYMENTS AS OF****05/08/2017**

COLL BY TRAVIS COUNTY

16 TAX RATE 0.1020000

PHONE 512-854-9473

W/O EXEMPT 351.90**EXEMPTIONS NONE**

AC# 159128

YR	BASE TAX	BASE DUE	DUE 05/17	DUE 06/17
16	351.90	0.00	*** PAID 01/30/17 ***	
SUBTOTAL	351.90	0.00	0.00	0.00

SUMMARY OF ACCOUNT 04-0409-0149-0000

	TAX YEAR	BASE TAX	DUE 05/17	DUE 06/17
TRAVIS COUNTY	2016	1,324.11	0.00	0.00
CITY OF AUSTIN (TRAVIS CO	2016	1,524.21	0.00	0.00
ISD - AUSTIN	2016	4,112.40	0.00	0.00
TRAVIS COUNTY HOSPITAL	2016	381.37	0.00	0.00
AUSTIN COMMUNITY COLLEGE	2016	351.90	0.00	0.00
TOTAL TAX		7,693.99	0.00	0.00

TAX CERTIFICATE**TEJAS TAX DATA**8704 CAPEHART COVE
AUSTIN~ TEXAS 78733

CUST: TEJAS TAX DATA

BRANCH:

ORDER: 126472

CLOSER: DH

ORDER TYPE: A

SUBTYPE: R

DATE: 05/10/2017

01 02 03 2J 68

CAD# 04-0610-0253-0000

GR6/GR2

DESC 0.4604 ACR OF LOT 41 LOW THEODORE HEIGHTS ABST/SUB ID S08345

ACREAGE 0.460

SITUS 3706 CLAWSON RD 02

MAIL 10700 PECAN PARK BLVD STE 400 AUSTIN TX 78750

ASSESSED OWNER(S)

2016 ASSESSED VALUES

CONTINENTAL HOMES OF TEXAS LP

LAND 322,000

IMPROVEMENT 0

CLASS CODE C1 - VACANT LOT

TOTAL VALUE 322,000

ASSESSED AS LAND ONLY

TAX ENTITY INFORMATION**TRAVIS COUNTY****PAYMENTS AS OF**

05/08/2017

PO BOX 149328 AUSTIN, TX 78714-9328

16 TAX RATE 0.3838000

PHONE 512-854-9473

W/O EXEMPT 1,235.84

EXEMPTIONS NONE

AC# 161191

YR

BASE TAX

BASE DUE

DUE 05/17

DUE 06/17

16

1,235.84

0.00

*** PAID 01/30/17 ***

SUBTOTAL

1,235.84

0.00

0.00

0.00

CITY OF AUSTIN (TRAVIS COUNTY)**PAYMENTS AS OF**

05/08/2017

COLLECTED BY TRAVIS CO

16 TAX RATE 0.4418000

PHONE 512-854-9473

W/O EXEMPT 1,422.60

EXEMPTIONS NONE

AC# 161191

YR

BASE TAX

BASE DUE

DUE 05/17

DUE 06/17

16

1,422.60

0.00

*** PAID 01/30/17 ***

SUBTOTAL

1,422.60

0.00

0.00

0.00

ISD - AUSTIN**PAYMENTS AS OF**

05/08/2017

COLL BY TRAVIS COUNTY

16 TAX RATE 1.1920000

PHONE 512-854-9473

W/O EXEMPT 3,838.24

EXEMPTIONS NONE

AC# 161191

YR

BASE TAX

BASE DUE

DUE 05/17

DUE 06/17

16

3,838.24

0.00

*** PAID 01/30/17 ***

SUBTOTAL

3,838.24

0.00

0.00

0.00

TRAVIS COUNTY HOSPITAL**PAYMENTS AS OF**

05/08/2017

COLL BY TRAVIS COUNTY

16 TAX RATE 0.1105410

PHONE 512-854-9473

W/O EXEMPT 355.94

EXEMPTIONS NONE

AC# 161191

YR

BASE TAX

BASE DUE

DUE 05/17

DUE 06/17

16

355.94

0.00

*** PAID 01/30/17 ***

SUBTOTAL

355.94

0.00

0.00

0.00

AUSTIN COMMUNITY COLLEGE COLL BY TRAVIS**PAYMENTS AS OF**

05/08/2017

COLL BY TRAVIS COUNTY

16 TAX RATE 0.1020000

PHONE 512-854-9473

W/O EXEMPT 328.44

EXEMPTIONS NONE

AC# 161191

YR

BASE TAX

BASE DUE

DUE 05/17

DUE 06/17

16

328.44

0.00

*** PAID 01/30/17 ***

SUBTOTAL

328.44

0.00

0.00

0.00

TAX CERTIFICATE**TEJAS TAX DATA**8704 CAPEHART COVE
AUSTIN~ TEXAS 78733

CUST: TEJAS TAX DATA

BRANCH:

ORDER: 126472

CLOSER: DH

ORDER TYPE: A

SUBTYPE: R

DATE: 05/10/2017

SUMMARY OF ACCOUNT 04-0610-0253-0000

	TAX YEAR	BASE TAX	DUE 05/17	DUE 06/17
TRAVIS COUNTY	2016	1,235.84	0.00	0.00
CITY OF AUSTIN (TRAVIS CO	2016	1,422.60	0.00	0.00
ISD - AUSTIN	2016	3,838.24	0.00	0.00
TRAVIS COUNTY HOSPITAL	2016	355.94	0.00	0.00
AUSTIN COMMUNITY COLLEGE	2016	328.44	0.00	0.00
TOTAL TAX		7,181.06	0.00	0.00

01 02 03 2J 68

CAD# 04-0610-0257-0000

GR6/GR2

DESC LOT 2 MECEY SUBD ABST/SUB ID S08857

ACREAGE 0.910

SITUS CLAWSON RD 02

MAIL 10700 PECAN PARK BLVD #400 AUSTIN TX 78750

ASSESSED OWNER(S)

CONTINENTAL HOMES OF TEXAS LP

2016 ASSESSED VALUES

LAND 345,000

IMPROVEMENT 0

TOTAL VALUE 345,000

CLASS CODE C1 - VACANT LOT

ASSESSED AS LAND ONLY

TAX ENTITY INFORMATION

TRAVIS COUNTY		PAYMENTS AS OF		05/08/2017
PO BOX 149328 AUSTIN, TX 78714-9328		16 TAX RATE		0.3838000
PHONE 512-854-9473		W/O EXEMPT		1,324.11
EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 05/17 DUE 06/17
AC# 161195	16	1,324.11	0.00	*** PAID 01/30/17 ***
	SUBTOTAL	1,324.11	0.00	0.00 0.00
CITY OF AUSTIN (TRAVIS COUNTY)		PAYMENTS AS OF		05/08/2017
COLLECTED BY TRAVIS CO		16 TAX RATE		0.4418000
PHONE 512-854-9473		W/O EXEMPT		1,524.21
EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 05/17 DUE 06/17
AC# 161195	16	1,524.21	0.00	*** PAID 01/30/17 ***
	SUBTOTAL	1,524.21	0.00	0.00 0.00
ISD - AUSTIN		PAYMENTS AS OF		05/08/2017
COLL BY TRAVIS COUNTY		16 TAX RATE		1.1920000
PHONE 512-854-9473		W/O EXEMPT		4,112.40
EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 05/17 DUE 06/17
AC# 161195	16	4,112.40	0.00	*** PAID 01/30/17 ***
	SUBTOTAL	4,112.40	0.00	0.00 0.00

TAX CERTIFICATE**TEJAS TAX DATA**8704 CAPEHART COVE
AUSTIN- TEXAS 78733**CUST: TEJAS TAX DATA****BRANCH:****ORDER: 126472****CLOSER: DH****ORDER TYPE: A****SUBTYPE: R****DATE: 05/10/2017****TRAVIS COUNTY HOSPITAL****PAYMENTS AS OF****05/08/2017**

COLL BY TRAVIS COUNTY

16 TAX RATE 0.1105410

PHONE 512-854-9473

W/O EXEMPT 381.37**EXEMPTIONS NONE**

AC# 161195

YR	BASE TAX	BASE DUE	DUE 05/17	DUE 06/17
16	381.37	0.00	*** PAID 01/30/17 ***	
SUBTOTAL	381.37	0.00	0.00	0.00

AUSTIN COMMUNITY COLLEGE COLL BY TRAVIS**PAYMENTS AS OF****05/08/2017**

COLL BY TRAVIS COUNTY

16 TAX RATE 0.1020000

PHONE 512-854-9473

W/O EXEMPT 351.90**EXEMPTIONS NONE**

AC# 161195

YR	BASE TAX	BASE DUE	DUE 05/17	DUE 06/17
16	351.90	0.00	*** PAID 01/30/17 ***	
SUBTOTAL	351.90	0.00	0.00	0.00

SUMMARY OF ACCOUNT 04-0610-0257-0000

	TAX YEAR	BASE TAX	DUE 05/17	DUE 06/17
TRAVIS COUNTY	2016	1,324.11	0.00	0.00
CITY OF AUSTIN (TRAVIS CO	2016	1,524.21	0.00	0.00
ISD - AUSTIN	2016	4,112.40	0.00	0.00
TRAVIS COUNTY HOSPITAL	2016	381.37	0.00	0.00
AUSTIN COMMUNITY COLLEGE	2016	351.90	0.00	0.00
TOTAL TAX		7,693.99	0.00	0.00

CERTIFICATION, CONDITIONS AND EXCLUSIONS

THIS CERTIFIES THAT ALL AD VALOREM TAXES APPLICABLE TO THE ABOVE REFERENCED PROPERTY HAVE BEEN CHECKED AND FOUND TO HAVE THE STATUS INDICATED.

(1) THIS CERTIFICATION DOES NOT COVER ANY CHANGES MADE TO THE TAX ROLL OR RECORDS AFTER THE "PAYMENT AS OF" DATES LISTED ABOVE. (2) THIS DOCUMENT DOES NOT CONSTITUTE A REPORT ON OR CERTIFICATION OF MINERAL (PRODUCTIVE AND NON-PRODUCTIVE) TAXES, LEASES, PERSONAL PROPERTY TAXES OR OTHER NON AD VALOREM TAXES (SUCH AS PAVING LIENS, STAND-BY CHARGES OR MAINTENANCE ASSESSMENTS). THESE ITEMS MAY BE INCLUDED FOR CONVENIENCE PURPOSES ONLY. (3) THIS CERTIFICATE IS NOT TRANSFERRABLE AND IS ENFORCEABLE ONLY BY THE PARTY TO WHICH IT HAS BEEN ISSUED.

PRINTED BY GR6/GR2

HOA CERTIFICATE**TEJAS TAX DATA**8704 CAPEHART COVE
AUSTIN~ TEXAS 78733**CUST: TEJAS TAX DATA****BRANCH:****ORDER: 126472****CLOSER: DH****ORDER TYPE: A****SUBTYPE: R****DATE: 05/10/2017****SELLER**

*

BUYER

MTAT MANAGEMENT

COUNTY

TRAVIS

SUBD NAME / BLK LOW THEODORE HEIGHTS**NO MAINTENANCE ASSESSED******* THIS SUBDIVISION IS NOT ASSESSED BY AN HOA *******SUMMARY OF ACCOUNT 04-0409-0149-0000****DESC**

0.8177 ACR OF LOT 40 LOW THEODORE HEIGHTS ABST/SUB ID S08345

SITUS

3608 CLAWSON RD 02

SUMMARY OF ACCOUNT 04-0610-0253-0000**DESC**

0.4604 ACR OF LOT 41 LOW THEODORE HEIGHTS ABST/SUB ID S08345

SITUS

3706 CLAWSON RD 02

SUBD NAME / BLK MCEY SUB**NO MAINTENANCE ASSESSED******* THIS SUBDIVISION IS NOT ASSESSED BY AN HOA *******SUMMARY OF ACCOUNT 04-0610-0257-0000****DESC**

LOT 2 MCEY SUBD ABST/SUB ID S08857

SITUS

CLAWSON RD 02

CONDITIONS, DISCLAIMERS AND EXCLUSIONS

This HOA Certificate does not constitute a report on or certification of: (1) mineral (productive and/or non-productive) taxes or leases; (2) personal property taxes; or (3) other non ad valorem taxes (such as paving liens, stand-by charges or maintenance assessments).

Data Trace Information Services LLC ("Data Trace") may have warranted the accuracy of this HOA Certificate to its customer (the "Data Trace Customer") pursuant to the terms and conditions of a written tax service agreement between Data Trace and said Data Trace Customer (the "Tax Service Agreement"). Any such warranty (hereinafter, "Data Trace Customer Warranty") does not: (a) extend to a third party bearer of this HOA Certificate; (b) cover any changes made to the records of the association or other assessment authority after the "payments as of," "paid," or "payment" dates delineated above; and (c) cover any invalid assessment information shown on the records of the association or other assessment authority or resulting from an error by the Data Trace Customer (including, without limitation, submission of incorrect property information by said Data Trace Customer). DATA TRACE MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THIS HOA CERTIFICATE OTHER THAN (WHERE APPLICABLE) THE DATA TRACE CUSTOMER WARRANTY. Any and all claims under a Data Trace Customer Warranty must be submitted to Data Trace by the corresponding Data Trace Customer and are subject to the terms and conditions set forth in the pertinent Tax Service Agreement (including, without limitation, the filing deadlines applicable to such claims). In some jurisdictions Data Trace's validation of a HOA Certificate is required to activate a Data Trace Customer Warranty.

ATTACHMENT 2

[ENCUMBRANCES]

1. Restrictive Covenants of Record located at Volume 794, Page 469, of the Deed Record of Travis County, Texas and under Document No. 2008121746 of the Official Public Records of Travis County, Texas.
2. Easements granted to Texas Power and Light Company, by instruments recorded in/under Volume 454, Page 372, Volume 454, Page 374, Volume 570, Page 347, Volume 570, Page 353, Volume 622, Page 349, and Volume 629, Page 47 of the Deed Records, Travis County, Texas.
3. Rights of reversion, as set out in Deed, recorded in Volume 794, Page 469 of the Deed Records of Travis County, Texas.
4. Easement, Right of Way and/or Agreement for electric lines and systems and telephone lines, granted to City of Austin, by instrument, recorded in/under Volume 5468, Page 885 of the Deed Records, Travis County, Texas.
5. Easement, Right of Way and/or Agreement for drainage channel and related facilities, granted to City of Austin, by instrument, recorded in/under Document No. 2011021137 of the Official Records, Travis County, Texas.
6. Easement, Right of Way and/or Agreement for sidewalk, granted to City of Austin, by instrument, recorded in/under 2011049989 of the Official Public Records, Travis County, Texas.
7. Electric Utility Easement, Right of Way and/or Agreement granted to City of Austin, by instrument, recorded in/under Document No. 2014023557 of the Official Public Records, Travis County, Texas.
8. Variance Grant for Temporary Type III Permit, recorded in/under Document No. 2015112003 of the Official Public Records of Travis County, Texas.
9. Building setback line, 25 feet in width, as recorded in/under Volume 73, Page 76 of the Plat Records of Travis County, Texas.
10. All terms, conditions, and provisions of that certain Operating Lease, recorded in/under Document No. 2004144396 of the Official Public Records of Travis County, Texas.
11. All terms, conditions, and provisions of that certain Greenbelt Access & Use Easement, recorded in/under Document No. 2010070731 of the Official Public Records of Travis County, Texas.
12. All terms, conditions, and provisions of that certain Joint Use Access Easement, recorded in/under Document No. 2011049988 of the Official Public Records of Travis County, Texas.

13. All terms, conditions, and provisions of that certain Declaration of Easements and Restrictive Covenant Regarding Unified Development and Maintenance of Drainage Facilities, recorded in/under Document No. 2011049990 of the Official Public Records of Travis County, Texas.
14. Mineral Deed, recorded in/under Document No. 2013182712 of the Official Public Records of Travis County, Texas.
15. Surface rights waived by instrument recorded in/under Document No. 2017068462 of the Official Public Records of Travis County, Texas.

ATTACHMENT 3

**SCHEDULE OF ALLOCATED INTERESTS COMMON INTEREST ALLOCATION
AND COMMON EXPENSE LIABILITY**

<u>Plan Type Groups</u>	<u>Units</u>	<u>Common Interest Allocation (Per Each Unit Assigned to Plan Type Group)</u>	<u>Common Expense Liability Allocation</u>
A	507, 508	4.5%	4.5868%
B	601, 602, 603	6.6%	6.7138%
C	500, 501, 502, 503, 504, 505, 506, 600, 604	7.8%	7.8539%
D	Development Unit	1.00%	0.00%

General Notes to Development Unit Common Expense Liability

Because the Development Unit is an unbuilt unit with no improvements, it has been determined that the Development Unit should not be allocated a portion of the Common Expense Liability.

THE COMMON INTEREST ALLOCATION ASSIGNED TO A PARTICULAR UNIT WILL DECREASE IF ADDITIONAL UNITS ARE CREATED AND ADDED TO THE REGIME BY THE DECLARANT.

BUILDING LCE ALLOCATION

<u>BUILDING LCE ALLOCATION – BUILDING 5</u>	
<u>Units</u>	<u>Building LCE Allocation</u>
500	11.76%
501	12.33%
502	12.33%
503	12.33%
504	12.33%
505	12.33%
506	12.33%
507	7.13%
508	7.13%

Total 100%

<u>BUILDING LCE ALLOCATION – BUILDING 6</u>	
<u>Units</u>	<u>Building LCE Allocation</u>
600	21.77%
601	18.82%
602	18.82%
603	18.82%
604	21.77%

Total 100%

THE BUILDING LCE ASSIGNED TO A PARTICULAR UNIT WILL NOT CHANGE IF ADDITIONAL UNITS ARE CREATED AND ADDED TO THE REGIME BY THE DECLARANT.

ATTACHMENT 4

**MAINTENANCE RESPONSIBILITY CHART FOR STACKED AND TOWNHOME UNITS
ONLY**

“All aspects” includes maintenance, repair, and replacement, as needed.

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Fences, screening walls, and retaining walls around perimeter of property	All aspects.	None.
Exterior lighting	All aspects.	None.
Sidewalks	All aspects.	None.
Mailboxes & exterior street addresses or Unit numbers	All aspects.	None.
Exterior Landscaping	All aspects of maintaining landscaping on General Common Elements.	All aspects of maintaining landscaping on such Owner's Limited Common Element yard area.
Roofs and roof facilities	All aspects.	None.
Exterior Building components	All aspects, other than routine cleaning of patio and/or balconies.	None, other than routine cleaning of patios and/or balconies.
Building Foundation	All aspects.	None.
Unit interior, including improvements, fixtures, partition walls and floors within Unit	None.	All aspects.
Sheetrock within Unit & treatments on walls	None.	All aspects.

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Exterior Unit doors	All aspects, except the cost of associated with the repair or replacement shall be a Unit Owner expense.	The cost of repair and/or replacement which shall be levied as an Individual Assessment.
Windows	All aspects, except the cost of associated with the repair or replacement shall be a Unit Owner expense.	The cost of repair and/or replacement which shall be levied as an Individual Assessment.
Garage Doors, if applicable	All aspects excluding any electronic garage door or garage door opening system.	Any electronic garage door or garage door opening system
Water, wastewater, electrical lines & systems.	All aspects of common lines & systems serving more than one Unit, none for those serving an individual Unit.	All aspects of lines, pipes, fixtures, and appliances serving only that Owner's Unit.
HVAC System	All aspects if serving more than one Unit, otherwise none.	All aspects if serving the Owner's Unit exclusively, otherwise none.
Intrusion alarms smoke/heat detectors, monitoring equipment.	None for those exclusively serving an individual Unit.	All aspects for those exclusively serving an individual Unit.

NOTE 1: The components listed in the first column are applicable only if they exist, and may not be construed to create a requirement to have such a component.

NOTE 2: If an Owner fails or refuses to perform necessary maintenance, repair, or replacement, the Association may perform the work after giving required notices to the Owner.

NOTE 3: Set forth above is a summary of the maintenance obligations imposed upon the Association and the Owners generally as described more fully in this Declaration. Please note that the information set forth in this Attachment 4 is a summary **only** and is not intended to modify any of the provisions of this Declaration. Accordingly, in the event of a conflict between the summary set forth in this Attachment 4 and any provision set forth in the Declaration above, the provision set forth in the Declaration above will control.

ATTACHMENT 5

GUIDE TO THE ASSOCIATION'S EXAMINATION OF COMMON ELEMENTS

This Guide provides information to assist the Board in conducting an annual examination of the Common Elements for the purpose maintaining replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the General Common Elements maintained by the Association. The examination is required by *Section 9.3* of the Declaration and is a necessary prerequisite to establishing sufficient reserves as required by *Section 6.14* of the Declaration. Additional information on conducting the examination may be obtained from the Community Associations Institute and their publication, *The National Reserve Study Standards of the Community Associations Institute*. See www.caionline.org. In addition, the Community Associations Institute provides certification for qualified preparers of reserve studies, known as a "Reserve Professionals Designation" (R.S.). Neither this Declaration nor current law requires that the Board engage an individual holding a Reserve Professional Designation for the purpose of conducting the annual examination of the Common Elements. Because laws and practices change over time, the Board should not use this Guide without taking into account applicable changes in law and practice.

Developing a Plan

In developing a plan, the age and condition of Common Elements maintained by the Association must be considered. The possibility that new types of material, equipment, or maintenance processes associated with the repair and/or maintenance of Common Elements should also be taken into account. The individual or company who prepares the examination calculates a suggested annual funding amount and, in doing so, may consider such factors as which components are included, estimated replacement costs of the components, useful lives of the components, inflation, and interest on reserve account balances or other earnings rates. Annual contributions to the replacement fund from annual assessments are based on this examination or reserve study. A reserve study generally includes the following:

- Identification and analysis of each major component of Common Elements maintained by the Association
- Estimates of the remaining useful lives of the components
- Estimates of the costs of replacements or repairs
- A cash flow projection showing anticipated changes in expenditures and contributions over a time period generally ranging between 20 and 30 years
- The "Funding Goal" which is generally one of the following:
 - Component Full Funding: Attaining, over a period of time, and maintaining, once the initial goal is achieved, a cumulative reserve

account cash balance necessary to discharge anticipated expenditures at or near 100 percent; or

- Threshold Funding: Maintaining the reserve account cash balance above a specified dollar or percent funded amount.

Note that Threshold Funding will increase the likelihood that special assessments will be required to fund major repairs and replacements. For example, one study has shown that a Threshold Funding goal of 40 to 50% results in a 11.2% chance that the Association will be unable to fund repairs and replacement projects in the next funding year. See “Measuring the Adequacy of Reserves”, *Common Ground*, July/August 1997. The same study found that Component Full Funding reduces this likelihood to between .09 and 1.4%.

Finding Common Element Component Replacement Information

Common Element component replacement information may be obtained from contractors, suppliers, technical specialists (IT, cable, fiber optics, etc), a “Reserve Study” specialist or from using tables in technical manuals on useful lives of various components. As provided in *Section 9.5* of the Declaration, the Board must reevaluate its funding level each year based upon changes to the Common Elements as well as changes to replacement costs and component conditions. The specific components of Common Elements include, but are not limited to, roofing, electrical systems, plumbing, information technology equipment, floor coverings, air conditioning systems, heating and hot water equipment, roads, recreational facilities, and furniture and equipment owned or maintained by the Association. Components covered by maintenance contracts may be excluded if the contracts include maintenance and replacement of the components. The Board must also include within their overall budget a deferred maintenance account for those components requiring periodic maintenance which does not occur annually. Typically, the deferred maintenance account would include such components as painting, staining, and caulking.

ATTACHMENT 6

GUIDE TO ASSOCIATION'S MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS

This Guide lists several of the major management and governance functions of a typical residential development with a mandatory owners association. The Association's Board of Directors may, from time to time, use this Guide to consider what functions, if any, to delegate to one or more managers, managing agents, employees, or volunteers. Because laws and practices change over time, the Association and/or the Board should not use this Guide without taking account of applicable changes in law and practices.

MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS	PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS	DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT
<p><u>FINANCIAL MANAGEMENT</u></p> <p>To adopt annual budget and levy assessments, per Declaration.</p> <p>Prepare annual operating budget, periodic operating statements, and year-end statement.</p> <p>Identify components of the property the Association is required to maintain. Estimate remaining useful life of each component. Estimate costs and schedule of major repairs and replacements, and develop replacement reserve schedule for 5, 10, and 20-year periods. Annually update same.</p> <p>Collect assessments and maintain Association accounts.</p> <p>Pay Association's expenses and taxes.</p> <p>Obtain annual audit and income tax filing.</p> <p>Maintain fidelity bond on whomever handles Association funds.</p> <p>Report annually to members on financial status of</p>		

MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS	PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS	DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT
Association.		
<p><u>PHYSICAL MANAGEMENT</u></p> <p>Inspect, maintain, repair, and replace, as needed, all components of the property for which the Association has maintenance responsibility.</p> <p>Contract for services, as needed to operate or maintain the property.</p> <p>Prepare specifications and call for bids for major projects.</p> <p>Coordinate and supervise work on the property, as warranted.</p>		
<p><u>ADMINISTRATIVE MANAGEMENT</u></p> <p>Receive and respond to correspondence from owners, and assist in resolving owners' problems related to the Association.</p> <p>Conduct hearings with owners to resolve disputes or to enforce the governing documents.</p> <p>Obtain and supervise personnel and/or contracts needed to fulfill Association's functions.</p> <p>Schedule Association meetings and give owners timely notice of same.</p> <p>Schedule board meetings and give directors timely notice of same.</p> <p>Enforce the governing documents.</p> <p>Maintain insurance and bonds as required by the governing documents or state law, or as customary</p>		

MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS	PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS	DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT
<p>for similar types of property in the same geographic area.</p> <p>Maintain Association books, records, and files.</p> <p>Maintain Association's corporate charter and registered agent & address.</p>		
<p><u>OVERALL FUNCTIONS</u></p> <p>Promote harmonious relationships within the community.</p> <p>Protect and enhance property values in the community.</p> <p>Encourage compliance with governing documents and Applicable Law and ordinances.</p> <p>Act as liaison between the community of owners and governmental, taxing, or regulatory bodies.</p> <p>Protect the Association and the property from loss and damage by lawsuit or otherwise.</p>		

APPENDIX "A"

DECLARANT RESERVATIONS

A.1. General Provisions.

A.1.1. Introduction. Declarant intends the Declaration to be perpetual and understands that provisions pertaining to the initial development, construction, marketing, and control of the Property will become obsolete when Declarant's role is complete. As a courtesy to future users of the Declaration, who may be frustrated by then-obsolete terms, Declarant is compiling certain Declarant-related provisions in this Appendix.

A.1.2. General Reservation and Construction. Notwithstanding other provisions of the Documents to the contrary, nothing contained therein may be construed to, nor may any mortgagee, other Owner, or the Association, prevent or interfere with the rights contained in this Appendix which Declarant hereby reserves exclusively unto itself and its successors and assigns. In case of a conflict between this Appendix "A" and any other Document, this Appendix "A" controls. This Appendix may not be amended without the prior written consent of Declarant. The terms and provisions of this Appendix must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property.

A.1.3. Purpose of Development and Declarant Control Periods. This Appendix gives Declarant certain rights during the Development Period and Declarant Control Period to ensure a complete and orderly sellout of the Property, which is ultimately for the benefit and protection of Owners and mortgagees. The "**Development Period**", as specifically defined in the *Section 1.17* of the Declaration, means the seven (7) year period beginning on the date this Declaration is Recorded, unless such period is earlier terminated by Declarant's Recordation of a notice of termination. Declarant Control Period is defined in *Section 1.15* of the Declaration.

A.2. Declarant Control Period Reservations. For the benefit and protection of Owners and mortgagees, and for the purpose of ensuring a complete and orderly build-out and sellout of the Property, Declarant will retain control of the Association, subject to the following:

A.2.1. Appointment of Board and Officers. Declarant may appoint, remove, and replace any officer or director of the Association, none of whom need be members or Owners, and each of whom is indemnified by the Association as a "Leader," subject to the following limitations: (i) within one hundred and twenty (120) days after fifty percent (50%) of the total number of Units that may be created have been conveyed to Owners other than Declarant, at least one-third of the Board must be elected by the Owners other than Declarant; and (ii) within one hundred and twenty (120) days after

seventy-five percent (75%) of the total number of Units that may be created have been conveyed to Owners other than Declarant, all Board members must be elected by all Owners, including the Declarant.

A.2.2. Obligation for Assessments. For each Unit owned by Declarant, Declarant is liable for Special Assessments, Utility Assessments, Individual Assessments, Building LCE Assessments, and Deficiency Assessments in the same manner as any Owner. Regarding Regular Assessments, Declarant at Declarant's option may support the Association's budget by either of the following methods: (i) Declarant will pay Regular Assessments on each Declarant owned Unit in the same manner as any Owner; or (ii) Declarant will assume responsibility for the difference between the Association's actual operational expenses as they are paid and the Regular Assessments received from Owners other than Declarant. **On the earlier to occur of three (3) years after the first conveyance of a Unit by the Declarant or termination of the Declarant Control Period, Declarant must begin paying Assessments on each Declarant owned Unit.**

A.2.3. Obligation for Reserves. During the Declarant Control Period, neither the Association nor Declarant may use the Association working capital or reserve funds to pay operational expenses of the Association.

A.2.4. Common Elements. At or prior to termination of the Declarant Control Period, if title or ownership to any Common Element is capable of being transferred, Declarant will convey title or ownership to the Association. At the time of conveyance, the Common Element will be free of encumbrance except for the property taxes, if any, accruing for the year of conveyance. Declarant's conveyance of title or ownership is a ministerial task that does not require and is not subject to acceptance by the Association or the Owners.

A.3. Development Period Rights. Declarant reserves the following rights during the Development Period:

A.3.1. Annexation. The Property is subject to expansion by phasing for up to seven (7) years from the date this Declaration is recorded. During the Development Period, Declarant may annex additional property into the Regime, and subject such property to this Declaration and the jurisdiction of the Association by recording an amendment or supplement of this Declaration, executed by Declarant, in the Official Public Records of Travis County, Texas.

A.3.2. Creation of Units. When created, the Property contains fourteen (14) Townhome Units and one (1) Development Unit; however, Declarant reserves the right to create up to and including thirty-nine (39) Units upon full buildout of all phases of the project which may include land added by the Declarant in accordance with *Section 2.3* of

the Declaration. Declarant's right to create Units is for a term of years and does not require that Declarant own a Unit in the Property at the time or times Declarant exercises its right of creation. The instrument creating additional units must include a revised schedule of allocated interests.

A.3.3. Changes in Development Plan. Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Modifications may include, without limitation, the subdivision or combination of Units, changes in the sizes, styles, configurations, materials, and appearances of Units, and Common Elements.

A.3.4. Architectural Control. Declarant has the absolute right of architectural control.

A.3.5. Transfer Fees; Fines and Penalties. Declarant will not pay transfer-related and resale certificate fees. Declarant will not pay to the Association any late fees, fines, administrative charges, or any other charge that may be considered a penalty.

A.3.6. Website & Property Name. Declarant has the unilateral right to approve or disapprove uses of any website purporting to serve the Property or the Association, all information available on or through the Property website, if any, and all uses of the property name by the Association.

A.3.7. Statutory Development Rights. As permitted by the Act, Declarant reserves the following Development Rights which may be exercised during the Development Period: (i) to add real property to the Regime; (ii) to create Units, General Common Elements, Limited Common Elements, and designate and assign Building LCE within the Property; (iii) to subdivide Units or convert Units into Common Elements; and (iv) to withdraw from the Property any portion of the real property marked on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights," provided that no Unit in the portion to be withdrawn has been conveyed to an Owner other than Declarant. Regarding portions of the real property shown on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights," if any, Declarant makes no assurances as to whether Declarant will exercise its Development Rights, the order in which portions will be developed, or whether all portions will be developed. The exercise of Development Rights as to some portions will not obligate Declarant to exercise them as to other portions.

A.3.8. Amendment. During the Development Period, Declarant may amend this Declaration and the other Documents, without consent of other Owners or any mortgagee, for the following purposes:

(i) To meet the requirements, standards, or recommended guidelines of an Underwriting Lender to enable an institutional or governmental lender to make or purchase mortgage loans on the Units.

(ii) To correct any defects in the execution of this Declaration or the other Documents.

(iii) To add real property to the Property, in the exercise of statutory Development Rights.

(iv) To create Units, General Common Elements, Limited Common Elements, and designate and assign Building LCE within the Property, in the exercise of statutory Development Rights.

(v) To subdivide, combine, or reconfigure Units or convert Units into Common Elements, in the exercise of statutory Development Rights.

(vi) To withdraw from the Property any portion of the real property marked on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights" in the exercise of statutory Development Rights.

(vii) To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents.

(viii) To change the name or entity of Declarant.

(ix) For any other purpose, provided the amendment has no material adverse effect on any right of any owner.

A.4. Special Declarant Rights. As permitted by the Act, Declarant reserves the following described Special Declarant Rights, to the maximum extent permitted by Applicable Law, which may be exercised, where applicable, anywhere within the Property during the Development Period:

(i) The right to complete or make Improvements indicated on the Plat and Plans.

(ii) The right to exercise any Development Right permitted by the Act and this Declaration.

(iii) The right to make the Property part of a larger condominium or planned community.

(iv) The right to use Units owned or leased by Declarant as models, storage areas, and offices for the marketing, management, maintenance,

customer service, construction, and leasing of the Property and off-site developments of Declarant or its assignee. Declarant may use up to four (4) Units as models and up to two (2) Units for sales and marketing offices.

(v) For purposes of promoting, identifying, and marketing the Property, Declarant reserves an easement and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including items and locations that are prohibited to other Owners and Occupants. Declarant reserves an easement and right to maintain, relocate, replace, or remove the same from time to time within the Property. Declarant also reserves the right to sponsor marketing events – such as open houses, MLS tours, and broker parties – at the Property to promote the sale of Units.

(vi) Declarant has an easement and right of ingress and egress in and through the Common Elements and Units owned or leased by Declarant for purposes of constructing, maintaining, managing, and marketing the Property, and for discharging Declarant's obligations under the Act and this Declaration.

(vii) The right to appoint or remove any Declarant-appointed officer or director of the Association during Declarant Control Period consistent with the Act.

A.5 Additional Easements and Rights. Declarant reserves the following easements and rights, exercisable at Declarant's sole discretion, for the duration of the Development Period:

(i) An easement and right to erect, construct, and maintain on and in the Common Elements and Units owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, and marketing of the Property.

(ii) The right to sell or lease any Unit owned by Declarant. Units owned by Declarant are not subject to leasing or occupancy restrictions or prohibitions contained in the Documents.

(iii) The right of entry and access to all Units to perform warranty-related work, if any, for the benefit of the Unit being entered, adjoining Units, or Common Elements. Requests for entry must be made in advance for a time reasonably convenient for the Owner who may not unreasonably withhold consent.

(iv) An easement and right to make structural changes and alterations on Common Elements and Units used by Declarant as models and offices, as

may be necessary to adapt them to the uses permitted herein. Declarant, at Declarant's sole expense, will restore altered Common Elements and Units to conform to the architectural standards of the Property. The restoration will be done no later than one hundred and twenty (120) days after termination of the Development Period.

(v) An easement over the entire Property, including the Units, to inspect the Common Elements and all Improvements thereon and related thereto to evaluate the maintenance and condition of the Common Elements.

(vi) The right to provide a reasonable means of access and parking for prospective Unit purchasers in connection with the active marketing of Units by Declarant.

A.6. **Common Elements.** Because the Common Elements are owned by the Owners, collectively and in undivided interest, the Common Elements are not capable of being separately conveyed. The transfer of control of the Association at the end of the Declarant Control Period is not a transfer of the ownership of the Common Elements. Because ownership of the Common Elements is not conveyed by Declarant to the Association, there is no basis for the popular misconception that Owners may "accept" or "refuse" the Common Elements.

CLAWSON RIDGE CONDOMINIUMS
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME
Appendix "A", Page 6

4825-6877-3708v.4 53781-4



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

August 10 2017 08:49 AM

FEE: \$ 542.00 **2017128504**

NON-MATERIAL CORRECTION INSTRUMENT

(Pursuant to Section 5.028, Texas Property Code)

CLAWSON RIDGE CONDOMINIUMS**AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME FOR
CLAWSON RIDGE CONDOMINIUMS****TO THE COUNTY CLERK:****PLEASE INDEX THIS INSTRUMENT UNDER THE NAMES OF THE PARTIES TO THE
INSTRUMENT BEING CORRECTED:****DECLARANT:** CW-AVERY, LLC, a Texas limited liability company

State of Texas §

County of Travis §

"Original Instrument"

Document Type: Third Amendment to Amended and Restated Declaration of
Condominium Regime for Clawson Ridge Condominiums

Recording Date: July 12, 2018

Recording Information: Document No. 2018109871

CW-AVERY, LLC, a Texas limited liability company ("CW-AVERY"), is the Declarant
for Clawson Ridge Condominiums (the "**Regime**").

CW-AVERY caused to be filed that certain Third Amendment to Amended and Restated
Declaration Condominium Regime for Clawson Ridge Condominiums, recorded under
Document No. 2018109871 in the Official Public Records of Travis County, Texas (the
"**Amendment**"), with a recording date of July 12, 2018.

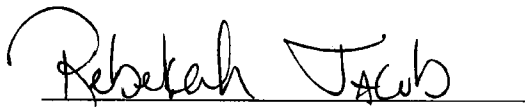
This instrument is made as a correction to the Amendment as originally recorded.

1. The reference to Unit number "303" in Section 1 shall be replaced with Unit
number "302".

Rebekah Jacob, as evidenced by her signature below, is an employee of Winstead PC, which firm is retained to represent CW-AVERY. She has personal knowledge of the relevant facts and has examined the Amendment and has determined that a nonmaterial errors exist that can be properly corrected through the recordation of this instrument. By the recordation of this instrument, the reference to Unit 303 in the Amendment in Section 1, shall be replaced as set forth in Paragraph 1 hereinabove.

Other than the stated correction above, this instrument is intended to restate in all aspects the Amendment and the Effective Date of this instrument relates back to the effective date of the Amendment.

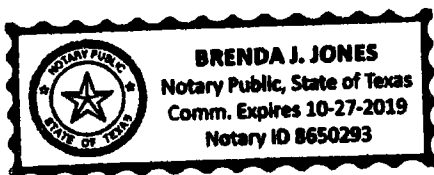
Upon execution, a copy of this instrument shall be sent via U.S. First Class Mail to each party to the original Amendment in accordance with the provisions of Sections 5.028(d)(2) of the Texas Property Code.

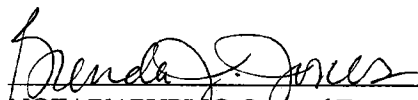

Rebekah Jacob

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on July 18, 2018, by Rebekah Jacob, known personally to me.

[SEAL]




NOTARY PUBLIC, State of Texas
My Commission Expires: 10-27-19
Printed Name: Brenda J. Jones

4825-6429-2205v.2

53781-4 7/18/2018



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS


DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

July 18 2018 01:03 PM

FEE: \$ 30.00 2018112925



AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

**FIRST AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF
CONDOMINIUM REGIME
FOR CLAWSON RIDGE CONDOMINIUMS
(A Residential Condominium Project in Travis County, Texas)**

ADDING UNITS 400, 401, 402, 403, 404, 405, AND 406

DECLARANT: CW-AVERY, LLC, a Texas limited liability company

Cross reference to that certain Amended and Restated Declaration of Condominium Regime for Clawson Ridge Condominiums recorded under Document No. 2017128504, Official Public Records of Travis County, Texas.

**FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM REGIME FOR CLAWSON RIDGE CONDOMINIUMS**

This First Amendment to Amended and Restated Declaration of Condominium Regime for Clawson Ridge Condominiums (the “**Amendment**”) is made by CW-AVERY, LLC, a Texas limited liability company (“CW-Avery”), and is as follows:

RECITALS:

A. The Clawson Ridge Condominiums, a residential condominium project (the “**Regime**”), located in Travis County, Texas, was established pursuant to that certain Amended and Restated Declaration of Condominium Regime for Clawson Ridge Condominiums recorded under Document No. 2017128504, Official Public Records of Travis County, Texas (the “**Declaration**”).

B. Pursuant to the terms and provision of that certain Partial Assignment of Declarant’s Rights [Clawson Ridge Condominiums], recorded as Document No. 2017133930, Official Public Records of Travis County, Texas (the “**Partial Assignment**”), CW-Avery presently holds certain rights as “**Declarant**” under the Declaration. For the purposes of this Amendment, all references herein to the Declarant shall mean and refer to CW-Avery acting in such capacity.

C. Pursuant to *Provisions A.3.7(ii) and (iii) and A.3.8(iv) and (v)* of Appendix “A” to the Declaration, during the Development Period, Declarant may amend the Declaration unilaterally and without the consent of other Owners or any mortgagee to create Units, General Common Elements and Limited Common Elements within the Property, and to subdivide Units, in the exercise of statutory Development Rights.

D. The “**Development Period**”, as such term is defined in the Declaration, is a seven (7) year period commencing on the date the Declaration was recorded in the Official Public Records of Travis County, Texas. The Declaration was recorded in the Official Public Records of Travis County, Texas, on August 10, 2017; therefore, the Development Period is still in effect.

E. Declarant now desires to amend the Declaration as provided herein.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. **Subdivision of the Development Unit and Creation of Units.** In accordance with the rights reserved by the Declarant pursuant to *Section 5.1* of the Declaration and

Provisions A.3.7 and A.3.8 of Appendix "A" to the Declaration, Declarant hereby subdivides a portion of the Development Unit and creates seven (7) Townhome Units in Building 4, which are designated as Units 400, 401, 402, 403, 404, 405, and 406 (collectively, the "New Units"). The New Units are hereby classified as Units which MUST BE BUILT. The total number of Units in the Regime after giving effect to this Amendment is twenty-one (21) Townhome Units and one (1) Development Unit. The total number of additional Units which Declarant has reserved the right to create by amendment is equal to seventeen (17).

2. Replacement Attachment 1. Attachment 1 to the Declaration is hereby deleted in its entirety and the Plat and Plans attached hereto as Exhibit "A" (the "**New Plat and Plans**") are substituted in their place. The New Plat and Plans: (i) assign an identifying number to all Units and the New Units; and (ii) include the information required by Section 82.059 of the Texas Uniform Condominium Act.

3. Replacement of Attachment "3". The Schedule of Allocated Interests and Building LCE Allocation allocated to all Units within the Regime, after the addition of the New Units, is set forth on Exhibit "B", attached hereto. Exhibit "B", attached hereto, will supersede and replace Attachment "3" attached to the Declaration.

4. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

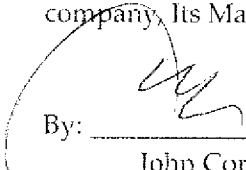
[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this Amendment is recorded in the Official Public Records of Travis County, Texas.

DECLARANT:

CW-AVERY, LLC, a Texas limited liability company

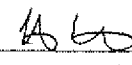
By: CW-LT Management, LLC, a Texas limited liability company, Its Manager

By:  _____
John Cork President

ARIZONA
STATE OF ~~TEXAS~~ §
COUNTY OF MARICOPA §

This instrument was acknowledged before me on the 10 day of January, 2018, by John Cork President of CW-LT Management, LLC, a Texas limited liability company, Manager of CW-AVERY, LLC, a Texas limited liability company, on behalf of such limited liability company.

[seal]

 _____
Notary Public, State of ~~Texas~~ ARIZONA

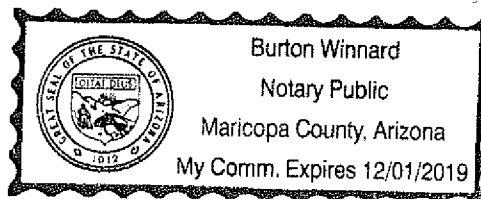


EXHIBIT A

ATTACHMENT 1

[CONDOMINIUM PLAT AND PLANS]

The plats and plans, attached hereto as Attachment 1 contains the information required by the Texas Uniform Condominium Act.

Printed Name: Juan M. Canales, Jr.
RPLS or License No. 4453

SEE NEXT PAGE FOR ORIGINAL CERTIFICATION

FIRST AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF CONDOMINIUM REGIME
FOR CLAWSON RIDGE CONDOMINIUMS

ATTACHMENT 1

CLAWSON RIDGE CONDOMINIUMS

EXHIBIT "A" CLAWSON RIDGE CONDOMINIUMS

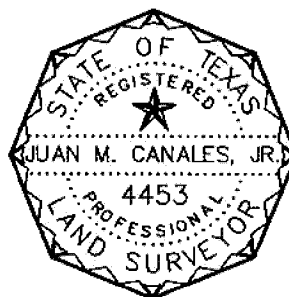
[PLATS AND PLAN]
[CERTIFICATION OF SURVEYOR]

THE ATTACHED PLATS AND PLANS, ATTACHED HERETO AS "ATTACHMENT 1" CONTAIN THE INFORMATION REQUIRED BY SECTION 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT, AS APPLICABLE.

AS SURVEYED AND MAPPED BY
LANDMARK SURVEYING, LP
TEXAS FIRM REGISTRATION NO. 100727-00

Juan M. Canales, Jr.

JUAN M. CANALES, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4453
DATE: DECEMBER 27, 2017



REVIEWED BY

JMC
Initials

1-8-18
Date

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SIGNATURES ARE VOID.


Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00

2205 East 5th STREET

AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP

DATE: JANUARY 8, 2018

OFFICE: M.BOUADI

CREW: S.SHREIDER, K.DUNN, A.SILVA

F.B.: 1553/40-44

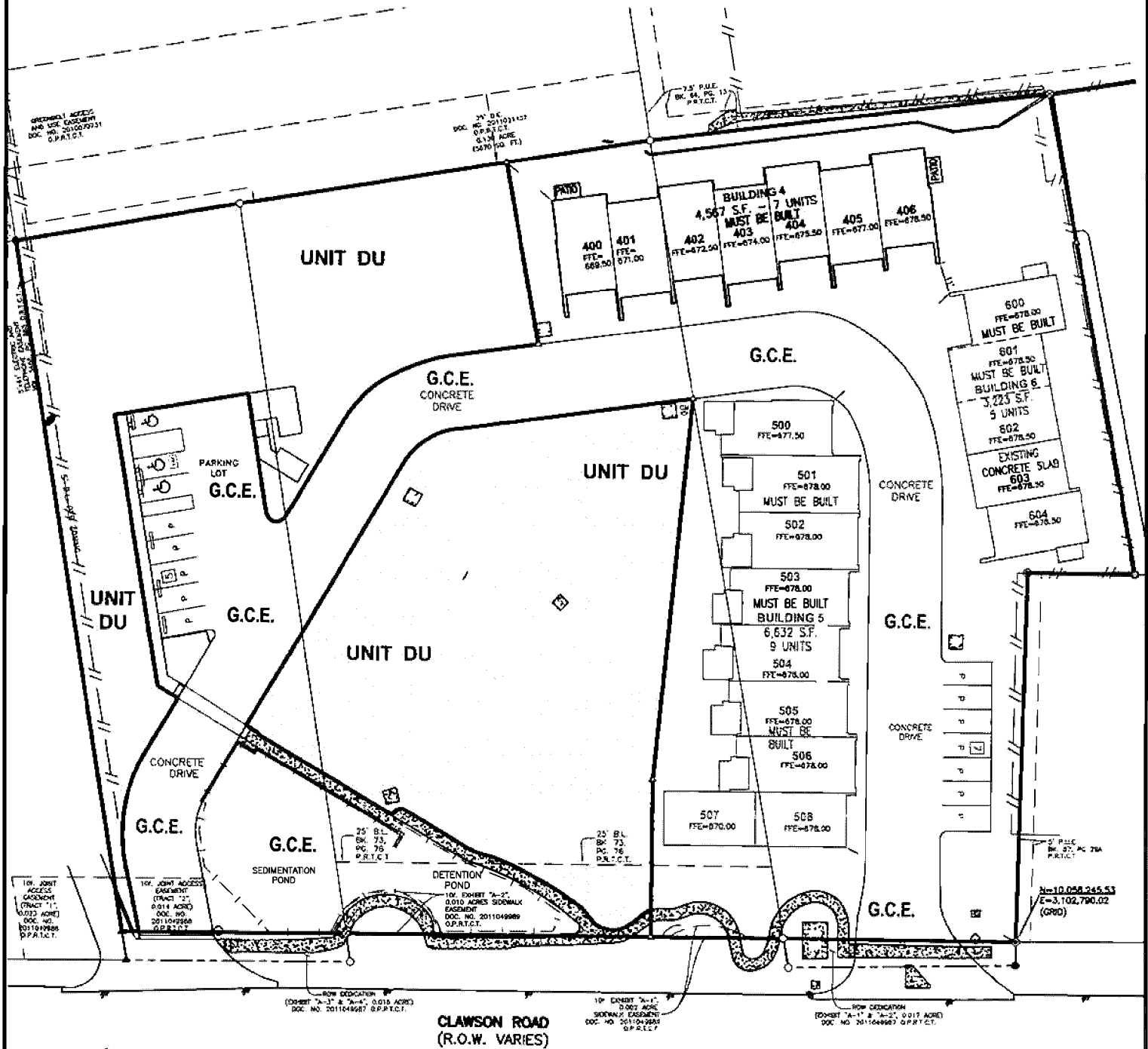
JOB #: 1309-01-02

DISK: T:\WINSTEAD\Clawson Ridge C.\Lan. Draw.\Grid-Staff\CONDO 1-EXTENSION\Claw. Ridge Condo-Final-Add1-BLDG 4.dwg

CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=50'



NOTE

SEE SHEET 10 OF 28 FOR:

- LEGEND
- HORIZONTAL DATUM
- LINE AND CURVE TABLES

CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP
DATE: JANUARY 8, 2018
OFFICE: M.BOUADI
CREW: S.SHREIDER, K.DUNN, A.SILVA
F.B.: 1553/40-44
JOB #: 1309-01-02
DISK: T:\WINSTEAD\Clawson Ridge C.\Lan. Draw.\Grid-Staff\CONDO 1-EXTENSION\Claw. Ridge Condo-Final-Add1-BLDG 4.dwg

PAGE 2 OF 28

Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00

2205 East 5th STREET
AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

**CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM PLAT
2.210 ACRES**

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=50'

LIMITED COMMON AREA (L.C.E.):

THE DECKS ATTACHED TO EACH UNIT ARE ASSIGNED TO THE UNITS AS NUMBERED AND SHOWN HEREIN.

GENERAL NOTES:

1. THE CONFIGURATION REPRESENTED IN THE DRAWINGS OF THE FLOOR PLANS AND BUILDING ELEVATIONS ARE BASED UPON THE CONSTRUCTION DOCUMENTS PREPARED BY EILEEN MERRITT'S ATS ENGINEERS INSPECTORS AND SURVEYORS, RELEASE DATE JAN. 21, 2010, AND ARE NOT BASED UPON ACTUAL ON-SITE OBSERVATIONS OR FIELD MEASUREMENTS.
2. ALL IMPROVEMENTS AND LAND REFLECTED ON THE PLAT/PLAN ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS: (i) IN THE DECLARATION OF CONDOMINIUM REGIME FOR CLAWSON RIDGE CONDOMINIUMS (THE "DECLARATION") OR (ii) ON THE PLATS OF THE REGIME.
3. OWNERSHIP AND USE OF THE CONDOMINIUM UNITS ARE SUBJECT TO THE RIGHTS AND RESTRICTIONS CONTAINED IN THE DECLARATION.
4. EACH UNIT, BUILDING, LIMITED COMMON ELEMENT AND GENERAL COMMON ELEMENT IS SUBJECT TO SPECIAL RIGHTS RESERVED BY THE DECLARANT AS PROVIDED FOR IN THE DECLARATION. PURSUANT TO SUCH PROVISIONS, AMONG OTHER THINGS, DECLARANT HAS RESERVED THE RIGHT TO (i) COMPLETE OR MAKE IMPROVEMENTS INDICATED ON THE PLAT AND PLANS; (ii) EXERCISE ANY DEVELOPMENT RIGHT AS DEFINED IN SECTION 82.003(12) OF THE ACT, INCLUDING THE RIGHT(S): TO ADD REAL PROPERTY TO THE CONDOMINIUM; TO CREATE UNITS, GENERAL COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS; TO SUBDIVIDE UNITS OF CONVERT UNITS INTO COMMON ELEMENTS; AND TO WITHDRAW PROPERTY FROM THE CONDOMINIUM; (iii) MAKE THE CONDOMINIUM ESTABLISHED HEREBY PART OF A LARGER CONDOMINIUM OR PLANNED COMMUNITY; (iv) MAINTAIN SALES, MANAGEMENT, AND LEASING OFFICES AND SIGNS ADVERTISING UNITS OF THE REGIME; (v) USE EASEMENTS THROUGH THE COMMON ELEMENTS FOR THE PURPOSE OF MAKING IMPROVEMENTS WITHIN THE REGIME; AND (vi) APPOINT AND REMOVE ALL OFFICERS AND BOARD MEMBERS DURING THE DECLARANT CONTROL PERIOD AS MORE PARTICULARLY DESCRIBED IN THIS DECLARATION. FOR PURPOSES OF PROMOTING IDENTIFYING, AND MARKETING THE PROPERTY, DECLARANT HAS RESERVED AN EASEMENT AND RIGHT TO PLACE OR INSTALL SIGNS, BANNERS, FLAGS, DISPLAY LIGHTING, POTTED PLANTS, EXTERIOR DECORATIVE ITEMS, SEASONAL DECORATIONS, TEMPORARY WINDOW TREATMENTS, AND SEASONAL LANDSCAPING ON THE PROPERTY, INCLUDING ITEMS AND LOCATIONS THAT ARE PROHIBITED TO OTHER OWNERS. DECLARANT HAS ALSO RESERVED AND EASEMENT AND RIGHT TO MAINTAIN, RELOCATE, REPLACE, OR REMOVE THE ITEMS, LISTED IN THE FOREGOING SENTENCE FROM TIME TO TIME. DECLARANT HAS RESERVED AN EASEMENT AND RIGHT OF INGRESS AND EGRESS IN AND THROUGH THE COMMON ELEMENTS (AS DEFINED IN THE DECLARATION) AND UNITS OWNED OR LEASED BY DECLARANT FOR PURPOSES OF CONSTRUCTING, MAINTAINING, MANAGING, AND MARKETING THE PROPERTY, AND FOR DISCHARGING DECLARANT'S OBLIGATIONS UNDER THE ACT AND THE DECLARATION.


Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-06

2205 East 5th STREET
AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP

DATE: JANUARY 8, 2018

OFFICE: M.BOUADI

CREW: S.SHREIDER, K.DUNN, A.SILVA

F.B.: 1553/40-44

JOB #: 1309-01-02

DISK: T:\WINSTEAD\Clawson Ridge C.\Lan. Draw.\Grid-Staff\CONDO 1-EXTENSION\Claw. Ridge Condo-Final-Add1-BLDG 4.dwg

CLAWSON RIDGE CONDOMINIUMS

CONDOMINIUM PLAT

2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS FURTHER DESCRIBED AS
(TRACT 1, 0.48 ACRE, PART OF LOT 41, THEODORE LOW HEIGHTS SUBDIVISION VOL. 445, PG. 581 D.R.T.C.T.)
(TRACT 2, LOT 2, MECEY SUBDIVISION, BOOK 73, PG. 76 P.R.T.C.T.)
(TRACT 3, 0.83 ACRE, PART OF LOT 40, THEODORE LOW HEIGHTS SUBDIVISION VOL. 445, PG. 581 D.R.T.C.T.)

A. RESTRICTIVE COVENANTS AND EASEMENTS NOTE:

ALL EASEMENTS OF WHICH I HAVE KNOWLEDGE AND THOSE RECORDED EASEMENTS FURNISHED BY STEWART TITLE GUARANTY COMPANY ACCORDING TO FILE NO. 126472, DATED MAY 8, 2017; AND RESTRICTIVE COVENANTS AND EASEMENTS LISTED IN RECORDED IN DOCUMENT NO. 2013182710, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS ARE SHOWN OR DEPICTED HEREON. OTHER THAN VISIBLE EASEMENTS, NO UNRECORDED OR UNWRITTEN EASEMENTS WHICH MAY EXIST ARE SHOWN HEREON.

FILE NO. 126472:

1. RESTRICTIVE COVENANTS OF RECORD DO AFFECT THE TRACTS AS ITEMIZED BELOW:
 - A. TRACTS 1 AND 3: VOLUME 445, PAGE 581, DEED RECORDS, TRAVIS COUNTY, TEXAS.
 - B. TRACT 2: VOLUME 73, PAGE 76, PLAT RECORDS, TRAVIS COUNTY, TEXAS;
 - C. TRACTS 1, 2 & 3: DOCUMENT NO. 2008121746, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
 - D. TRACT 4: VOLUME 445, PAGE 581, DEED RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
 - E. TRACT 5: VOLUME 73, PAGE 76, PLAT RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10b. AN ELECTRIC AND TELEPHONE EASEMENT TO THE CITY OF AUSTIN RECORDED IN VOLUME 454, PAGE 372, VOLUME 454, PAGE 374, VOLUME 570, PAGE 347, VOLUME 570, PAGE 353, MAY APPLY BUT LOCATION UNDETERMINED, THOSE RECORDED IN VOLUME 622, PAGE 349; VOLUME 629, PAGE 47 DEED RECORDS, TRAVIS COUNTY, TEXAS DO NOT APPLY.
- 10c. A RIGHT OF REVERSION AS SET OUT IN THE DEED RECORDED IN VOLUME 794, PAGE 469, DEED RECORDS, TRAVIS COUNTY, TEXAS DOES APPLY TO TRACTS 1 AND 2 ONLY.
- 10d. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT FOR ELECTRIC LINES AND SYSTEMS AND TELEPHONE LINES, GRANTED TO CITY OF AUSTIN RECORDED IN VOLUME 5468, PAGE 885, DEED RECORDS, TRAVIS COUNTY, TEXAS (TRACT 1) DOES APPLY.
- 10e. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT FOR DRAINAGE CHANNEL AND RELATED FACILITIES, GRANTED TO CITY OF AUSTIN, RECORDED IN DOCUMENT NO. 2011021137, OFFICIAL RECORDS, TRAVIS COUNTY, TEXAS. (TRACT 5) DOES NOT APPLY.
- 10f. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT FOR SIDEWALK, GRANTED TO CTY OF AUSTIN, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2011049989, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. (TRACTS 1 AND 2) DOES APPLY.
- 10g. ELECTRIC UTILITY EASEMENT, RIGHT OF WAY AND/OR AGREEMENT GRANTED TO CITY OF AUSTIN, RECORDED IN DOCUMENT NO. 2014023557, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. (TRACTS 1, 2, AND 3) DOES APPLY.
- 10h. VARIANCE GRANT FOR TEMPORARY TYPE III PERMIT, RECORDED IN DOCUMENT NO. 2015112003, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (TRACTS 1, 2, AND 3) DOES APPLY.
- 10i. 25' BUILDING SETBACK LINE RECORDED IN VOLUME 73, PAGE 76, PLAT RECORDS OF TRAVIS COUNTY, TEXAS. (TRACT 2) DOES APPLY.
- 10j. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN OPERATING LEASE, RECORDED IN DOCUMENT NO. 2004144396, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (TRACT 5) DO NOT APPLY.
- 10k. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN GREENBELT ACCESS & USE EASEMENT, RECORDED IN DOCUMENT NO. 2010070731, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (TRACTS 1, 2, 3, AND 5) DO APPLY FOR TRACTS 1, 2 AND 3 ONLY.
- 10l. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN JOINT USE ACCESS EASEMENT RECORDED IN DOCUMENT NO. 2011049988, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (TRACTS 1, AND 4) DO APPLY.
- 10m. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANT REGARDING UNIFIED DEVELOPMENT AND MAINTENANCE OF DRAINAGE FACILITIES, RECORDED IN DOCUMENT NO. 2011049990, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (TRACTS 1, 2, AND 3) DO APPLY.
- 10n. MINERAL DEED, RECORDED IN DOCUMENT NO. 2013182712, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST (TRACTS 1, 2 AND 3).
- 10o. SURFACE RIGHTS WAIVED BY INSTRUMENT RECORDED IN DOCUMENT NO. 2017068462, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (TRACTS 1, 2 AND 3).

NOTE

SEE SHEET 10 OF 28 FOR:

- a. LEGEND
- b. HORIZONTAL DATUM
- c. LINE AND CURVE TABLES

CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP

DATE: JANUARY 8, 2018

OFFICE: M.BOUADI

CREW: S.SHREIDER, K.DUNN, A.SILVA

F.B.: 1553/40-44

JOB #: 1309-01-02

DISK: T:\WINSTEAD\Clawson Ridge C.\Lon. Draw.\Grid-Staff\CONDO 1-EXTENSION\Claw. Ridge Condo-Final-Add1-BLDG 4.dwg



TEXAS FIRM REGISTRATION NO. 100727-00

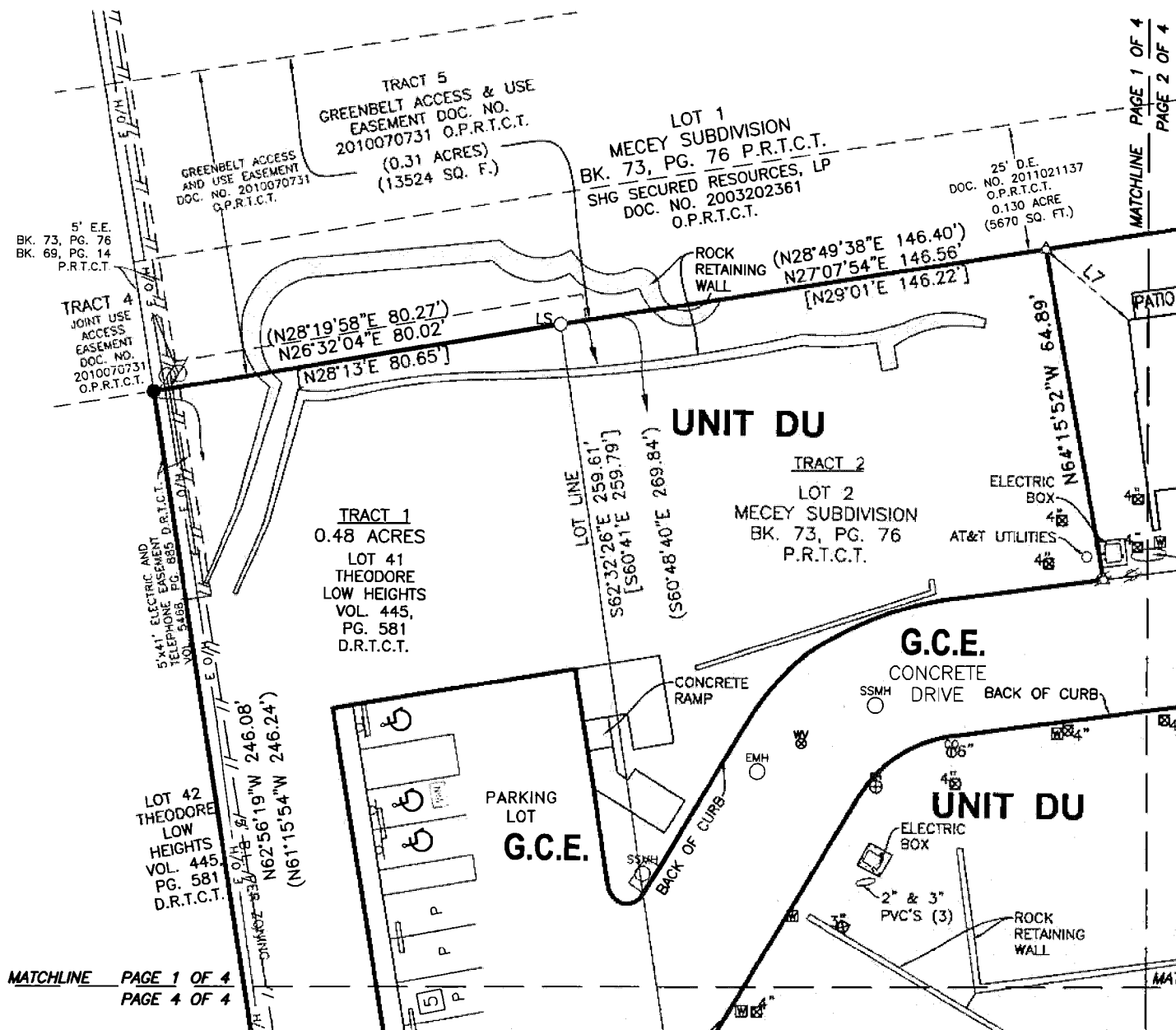
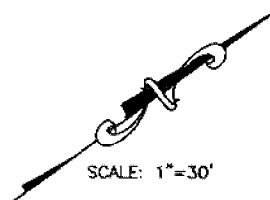
2205 East 5th STREET

AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)



NOTE

SEE SHEET 10 OF 28 FOR:

- LEGEND
- HORIZONTAL DATUM
- LINE AND CURVE TABLES

CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP
DATE: JANUARY 8, 2018
OFFICE: M.BOUADI
CREW: S.SHREIDER, K.DUNN, A.SILVA
F.B.: 1553/40-44
JOB #: 1309-01-02
DISK: T:\WINSTEAD\Clawson Ridge C.\Lan. Draw.\Grid-Staff\CONDO 1-EXTENSION\Claw. Ridge Condo-Final-Add1-BLDG 4.dwg

PAGE 5 OF 28

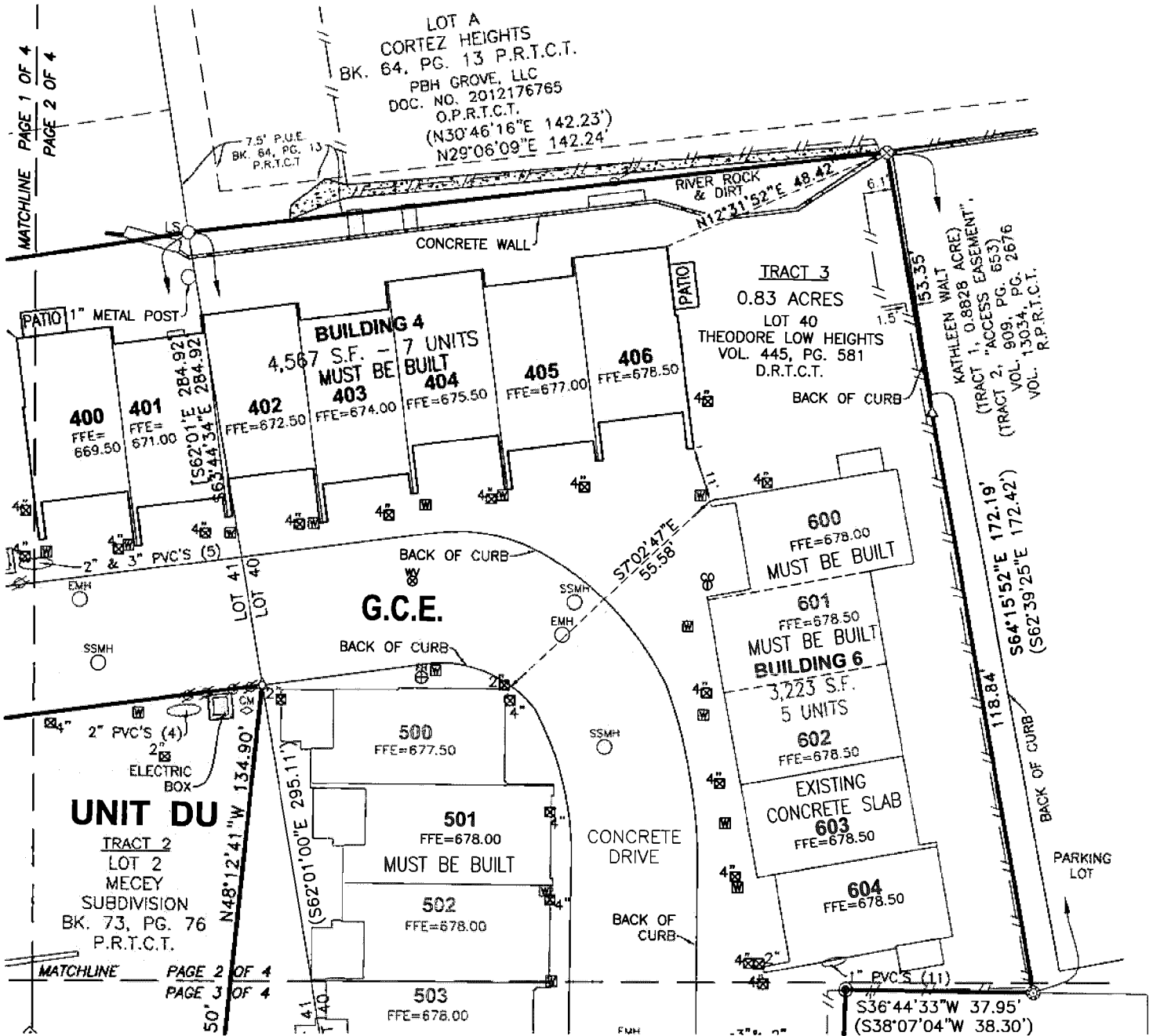
Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00
2205 East 5th STREET
AUSTIN, TEXAS 78702
PH: (512)328-7411 FAX: (512)328-7413

CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=30'



NOTE

SEE SHEET 10 OF 28 FOR:

- LEGEND
- HORIZONTAL DATUM
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CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP
DATE: JANUARY 8, 2018
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PAGE 6 OF 28

Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00

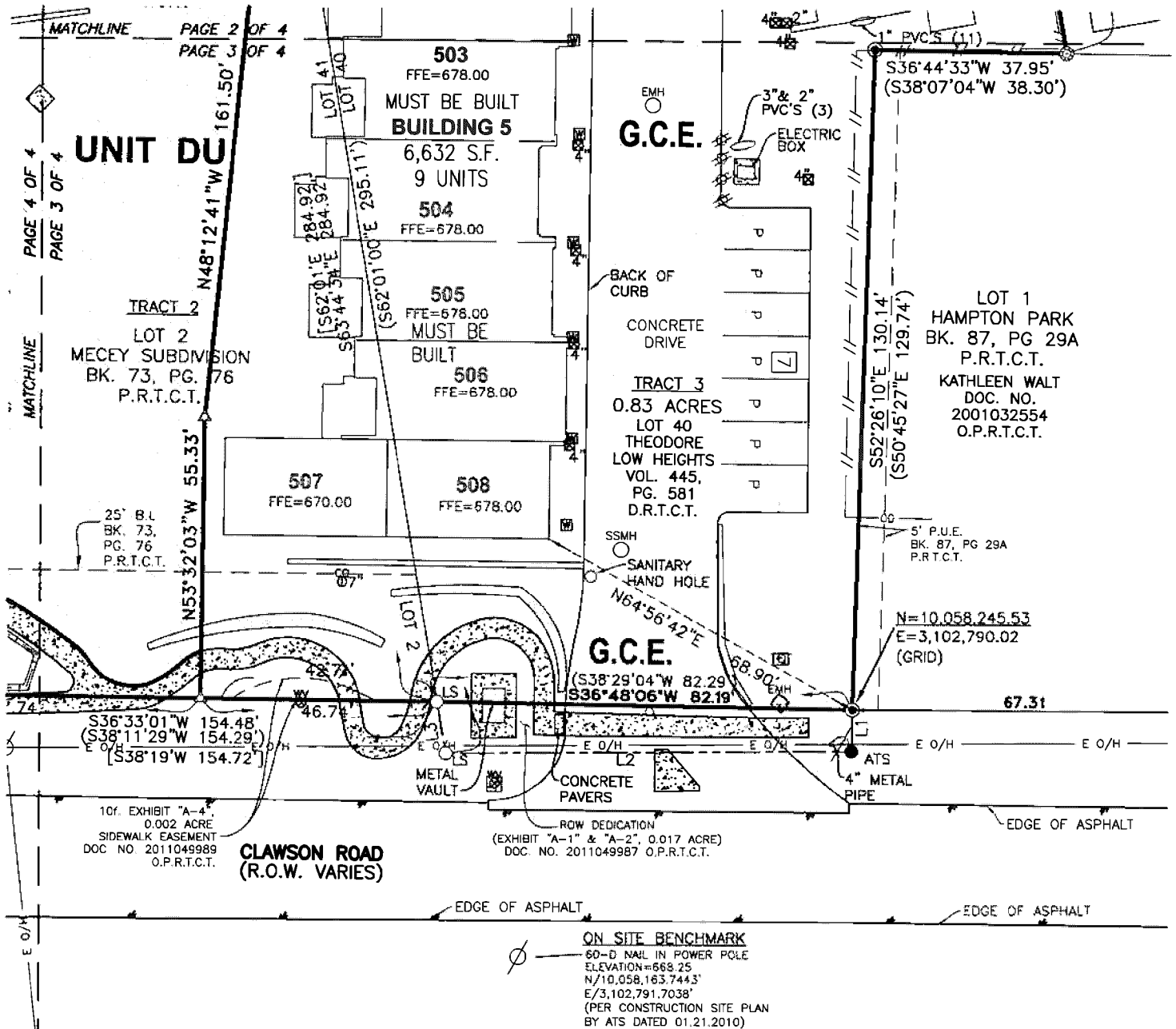
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AUSTIN, TEXAS 78702

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CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=30'



NOTE

SEE SHEET 10 OF 28 FOR:

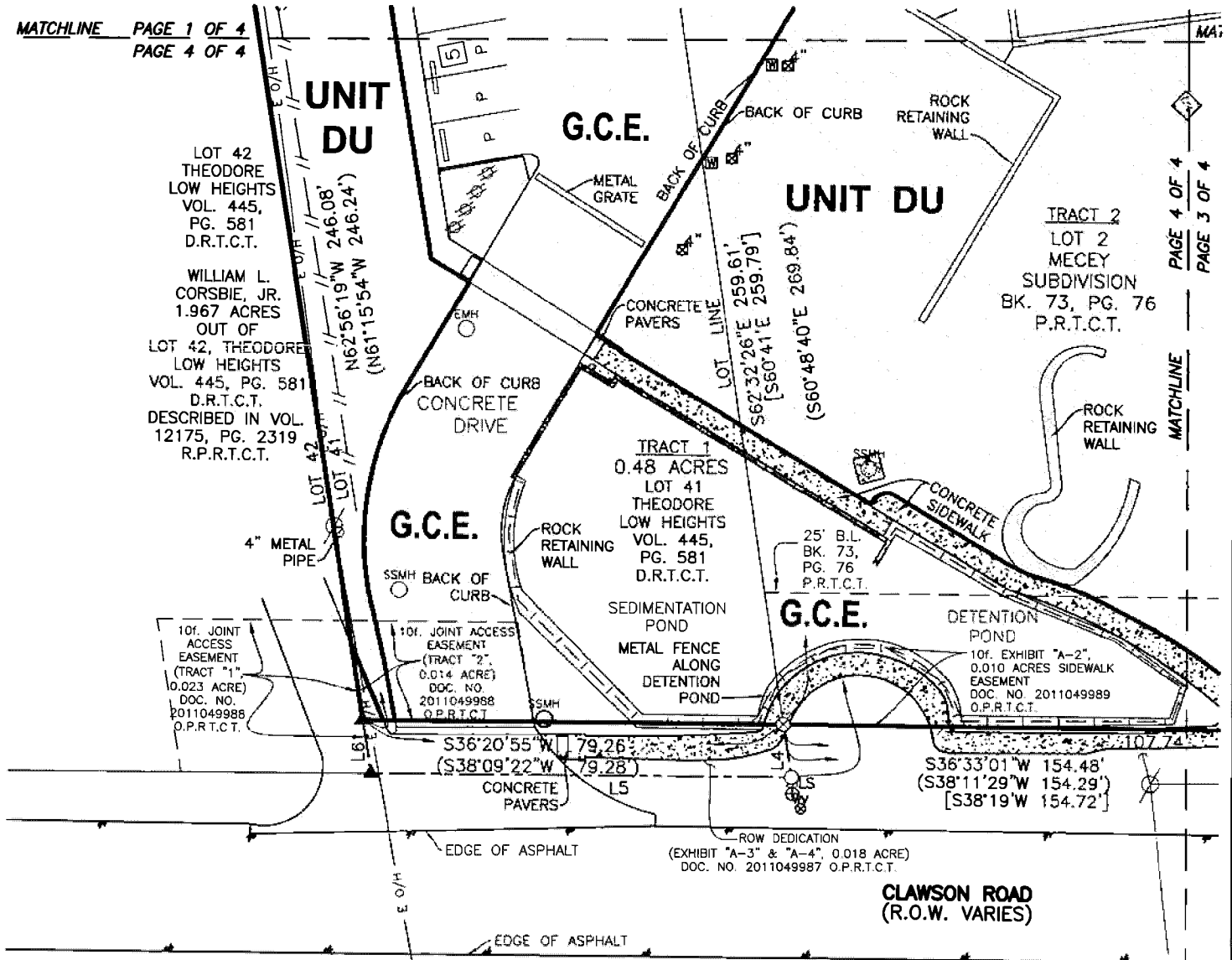
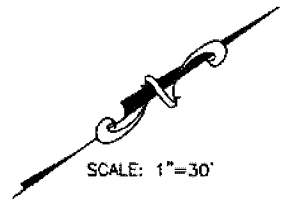
- LEGEND
- HORIZONTAL DATUM
- LINE AND CURVE TABLES

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OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)



NOTE

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Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00

2205 East 5th STREET

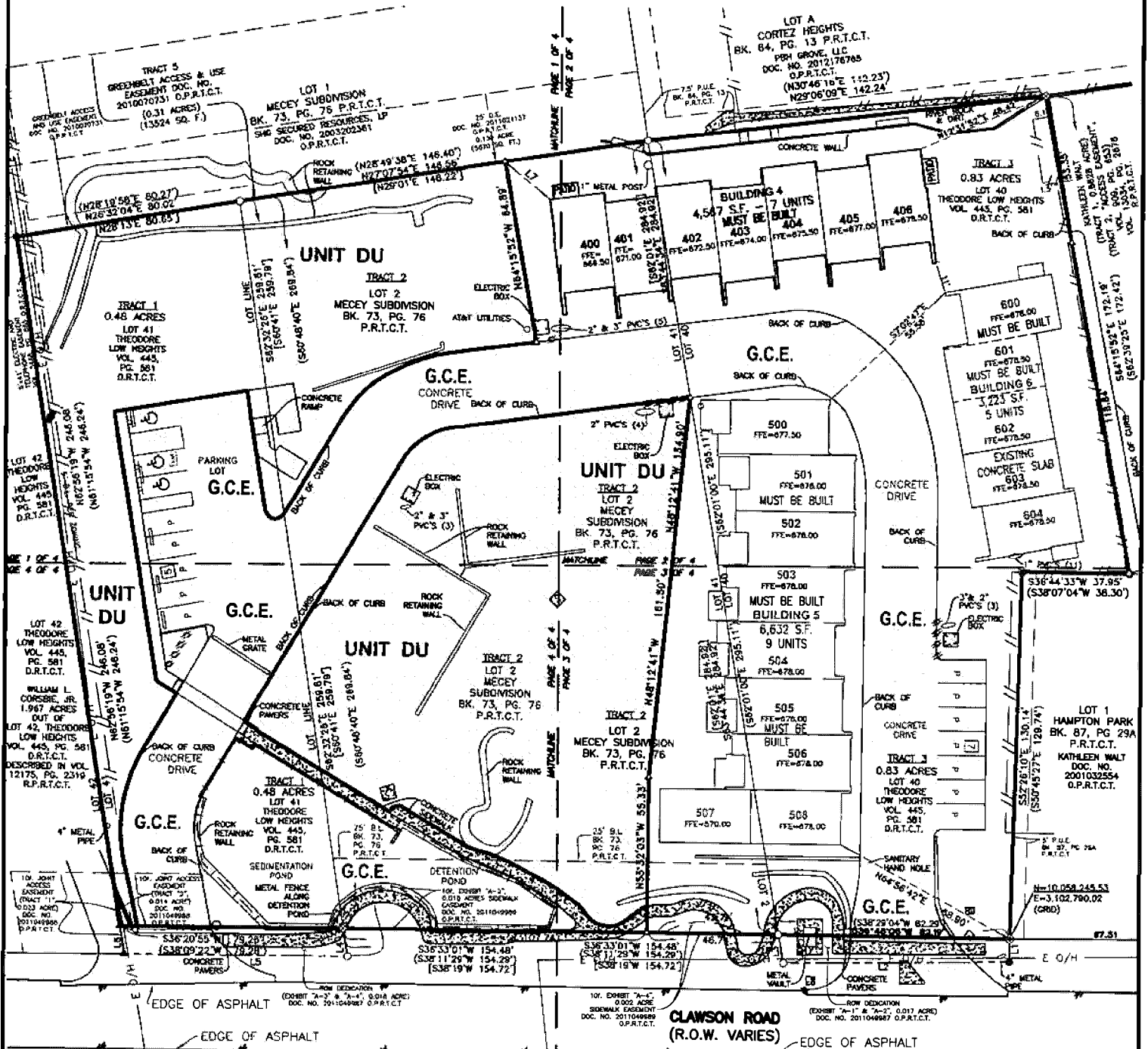
AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=50'



NOTE

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PAGE 9 OF 28

Landmark
SURVEYING, LP

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CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT

2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

LEGEND

△	CALCULATED POINT (NOT ESTABLISHED ON THE GROUND)
⊗	"X" CUT ON CONCRETE
LS	1/2" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "LANDMARK SURVEYING"
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
ATS ●	1/2" IRON ROD FOUND WITH YELLOW CAP MARKED "ATS ENGINEERING"
⊙	1/2" IRON PIPE FOUND
⊗	COTTON SPINDLE FOUND
▲	MAG NAIL FOUND
()	RECORD INFORMATION
[]	BK. 73, PG. 76 P.R.T.C.T.
▨	CONCRETE IMPROVEMENTS
▩	CONCRETE PAVERS
▧	ROCK IMPROVEMENTS
▦	UNIT DU
—//—//—	WOOD PRIVACY FENCE
—00—00—	CHAINLINK FENCE
—E O/H—	OVERHEAD ELECTRIC/TELEPHONE LINE
⊙	POWER POLE WITH GUY WIRE AND ANCHOR
P	PARKING SPACE
⊙	WATER VALVE
⊙	WATER METER
⊙	CLEAN OUT (SIZE NOTED)
⊙	PVC (SIZE NOTED)
♿	HANDICAPPED PARKING SPACE
⊙	UNDERGROUND CABLE MARKER
⊙	FIRE HYDRANT
⊙	STREET LIGHT POLE
⊙	STREET SIGN
⊙	BOLLARD
⊙	ELECTRICAL MANHOLE
⊙	STORM SEWER MANHOLE
⊙	ASPHALT
PVC	POLYVINYL CHLORIDE PIPE
DU	DETACHED UNIT
GCE	GENERAL COMMON ELEMENT
R.O.W.	RIGHT-OF-WAY
VOL./PG.	VOLUME AND PAGE
DOC. NO.	DOCUMENT NUMBER
B.L.	BUILDING LINE
D.E.	DRAINAGE EASEMENT
E.E.	ELECTRIC EASEMENT
W.W.E.	WASTEWATER EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
J.A.L.C.E.	JOINT ACCESS LIMITED COMMON ELEMENT
P.R.T.C.T.	PLAT RECORDS TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS TRAVIS COUNTY, TEXAS
R.P.R.T.C.T.	REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS

LINE TABLE		
Line #	DIRECTION	LENGTH
L1	N52°58'50"W (N50°55'57"W)	8.27 (8.39)
L2	N35°25'52"E (N37°19'41"E)	80.22 (80.36)
L3	S64°06'09"E (S62°01'00"E)	10.38 (10.19)
L4	N63°00'26"W (N60°48'40"W)	10.09 (10.05)
L5	N36°18'54"E (N38°09'22"E)	79.26 (79.20)
L6	S62°56'19"E (S61°15'54"E)	10.14 (10.11)
L7	S75°45'25"W	20.97'

HORIZONTAL DATUM

GRID BEARINGS OF THE TEXAS COORDINATE SYSTEM
OF 1983 (CENTRAL ZONE-4203), U.S. SURVEY FEET
GEOID MODEL 12A (CONUS)
COMBINED SCALE FACTOR 0.99994224
PROJECT CONTROL POINTS WERE ESTABLISHED USING
THE WESTERN DATA SYSTEM COOPERATIVE NETWORK.
DISTANCES SHOWN ARE BASED ON GRID DISTANCES.

ON SITE BENCHMARK

SEE SHEET 7 OF 28



SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00

2205 East 5th STREET

AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP

DATE: JANUARY 8, 2018

OFFICE: M.BOUADI

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F.B.: 1553/40-44

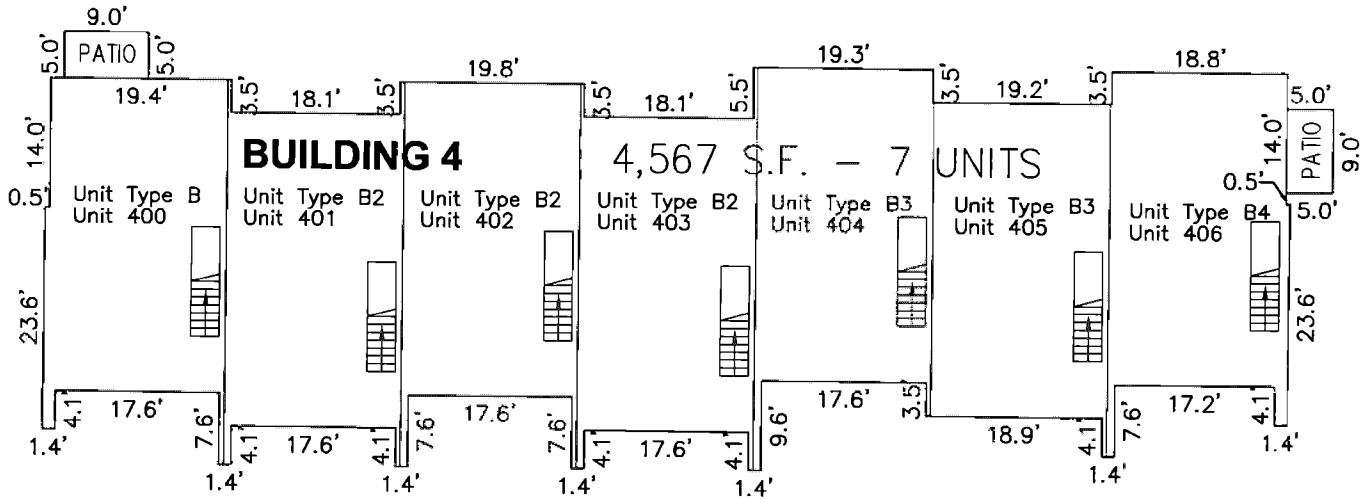
JOB #: 1309-01-02

DISK: T:\WINSTEAD\Clawson Ridge C.\Lan. Draw.\Grid-Staff\CONDO 1-EXTENSION\Claw. Ridge Condo-Final-Add1-BLDG 4.dwg

CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'



1 Overall Floor Plan - 1st Floor
SCALE: 1"=20'

ARCHITECTURAL PLANS

ALL ARCHITECTURAL PLANS INCLUDING FLOOR PLANS,
UNITS AND ELEVATION PLANS WERE PROVIDED BY:
"J. SQUARE ARCHITECTURE"
OFFICE: 818 MORROW STREET, AUSTIN
PHONE: 512 879 4150
INFO@JSQUAREARCH.COM

NOTE

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- LEGEND
- HORIZONTAL DATUM
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Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-06

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AUSTIN, TEXAS 78702

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JOB #: 1309-01-02

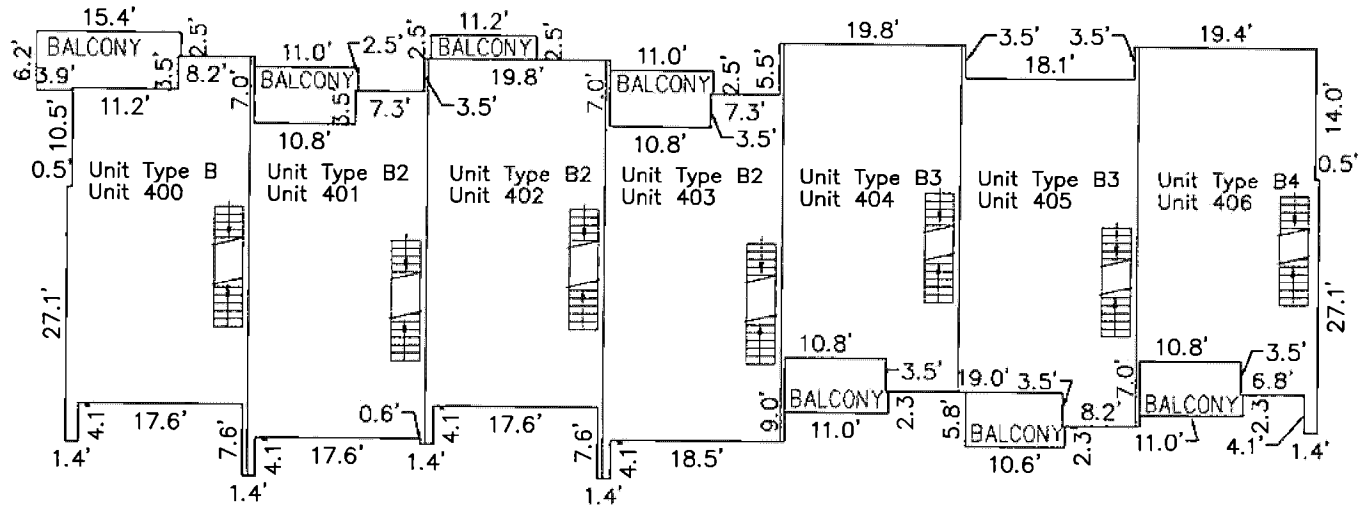
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OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
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SCALE: 1"=20'

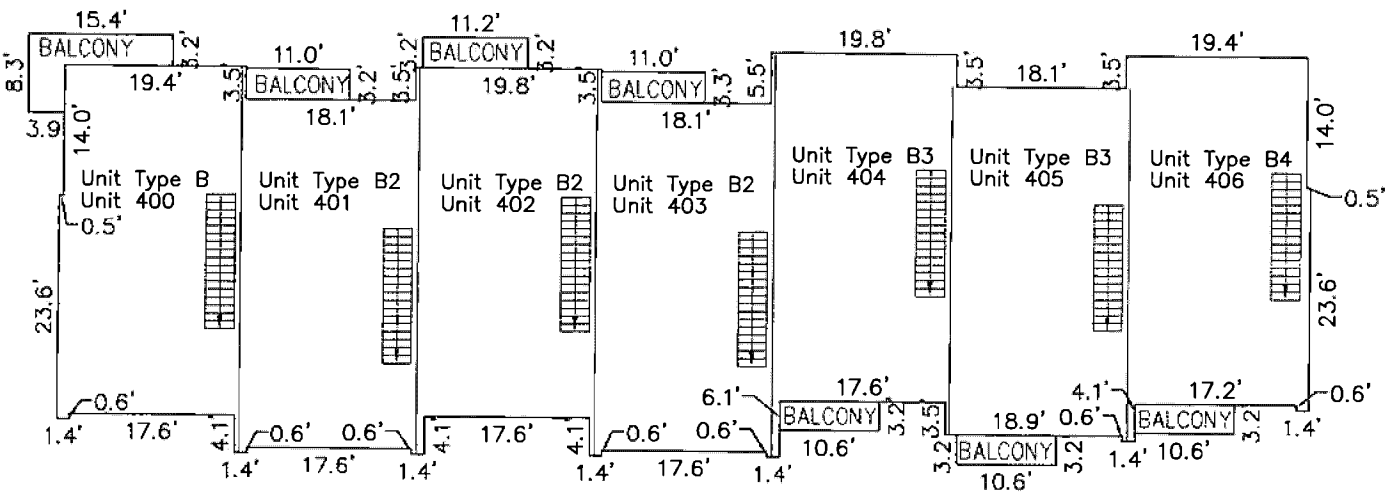
BUILDING 4



2 Overall Floor Plan - 2nd Floor
SCALE: 1"=20'

ARCHITECTURAL PLANS

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3 Overall Floor Plan - 3rd Floor
SCALE: 1"=20'

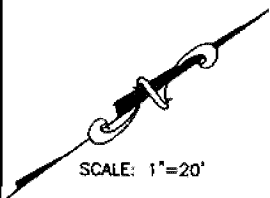
NOTE

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Landmark
SURVEYING, LP
TEXAS FIRM REGISTRATION NO. 100727-00
2205 East 5th STREET
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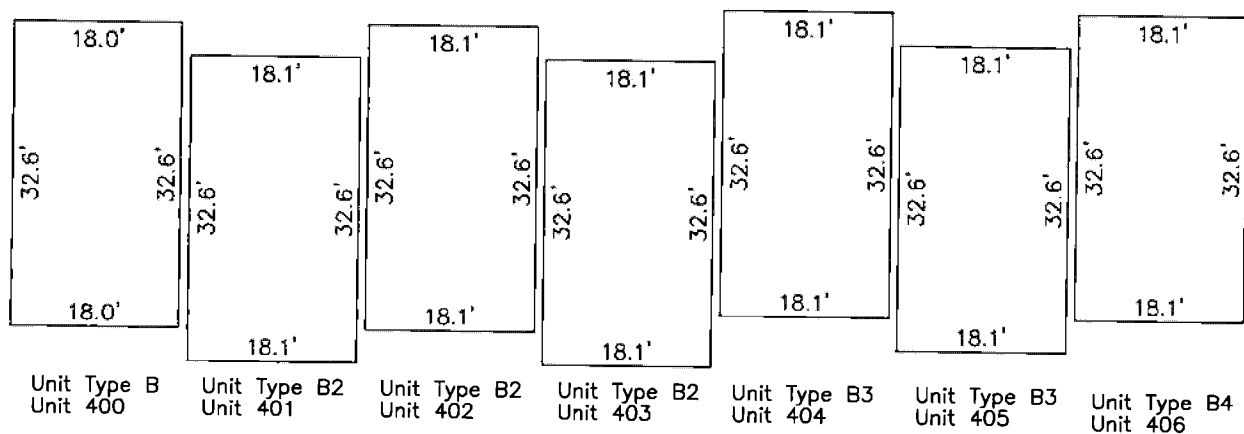
CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM PLAT
2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

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BUILDING 4



1 Unit Floor Plan - 1st Floor
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 28 FOR:

- a. LEGEND
- b. HORIZONTAL DATUM
- c. LINE AND CURVE TABLES

CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP
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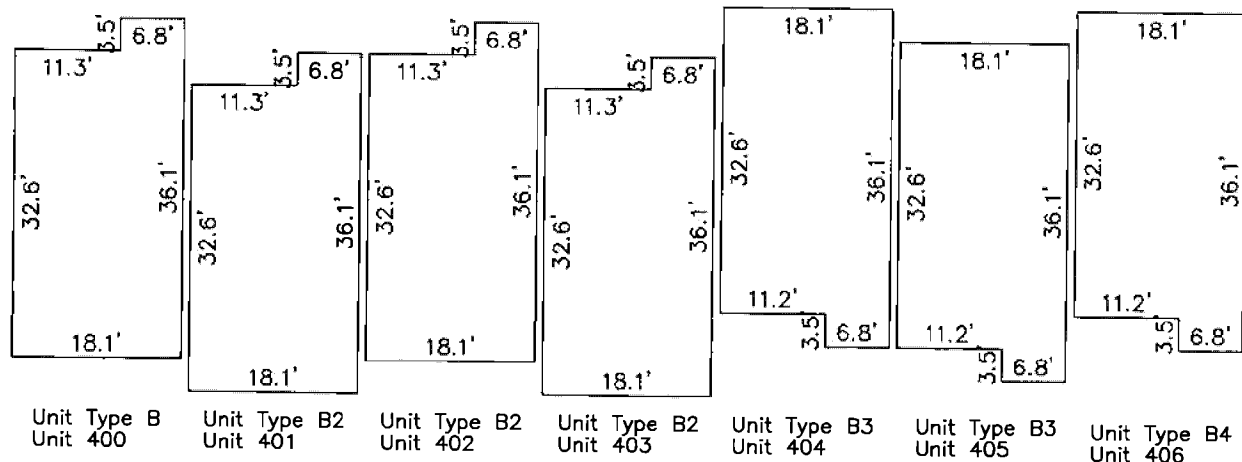
Landmark
SURVEYING, LP
TEXAS FIRM REGISTRATION NO. 100727-00
2205 East 5th STREET
AUSTIN, TEXAS 78702
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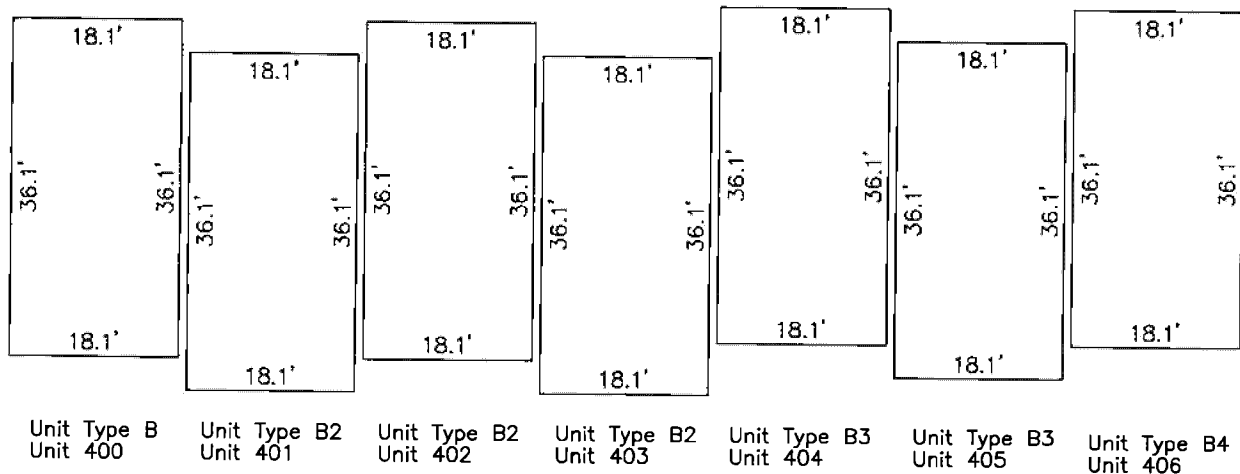
BUILDING 4



2 Unit Floor Plans - 2nd Floor
SCALE: 1"=20'

ARCHITECTURAL PLANS

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3 Unit Floor Plans - 3rd Floor
SCALE: 1"=20'

NOTE

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CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP

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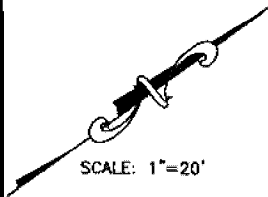
Landmark
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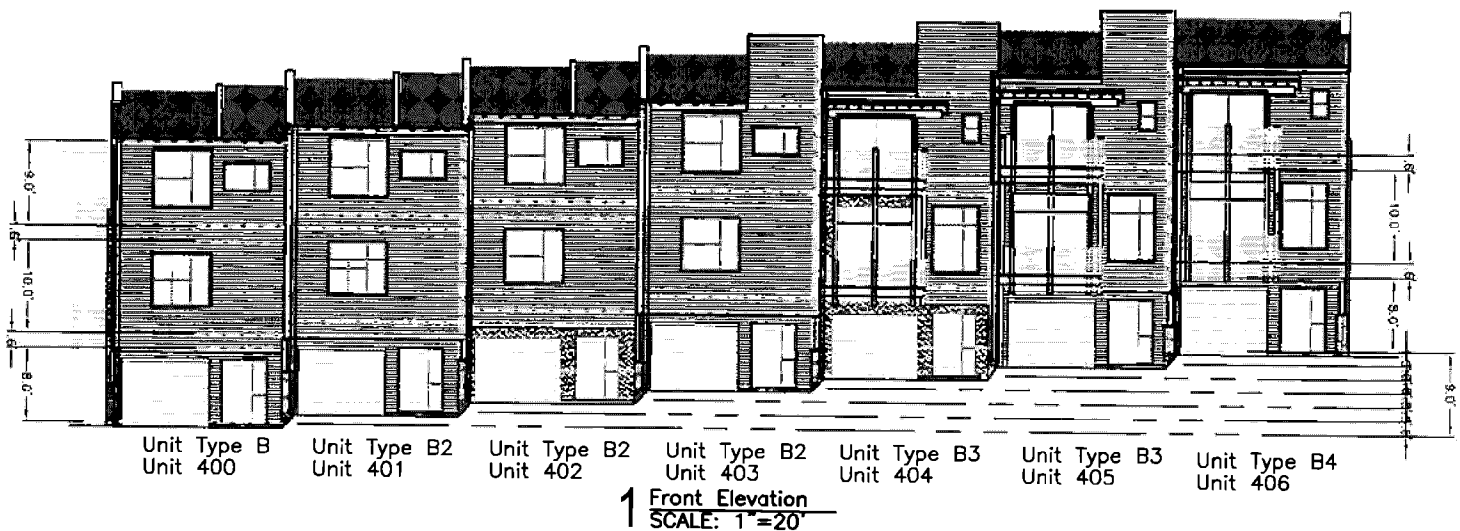
**CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM PLAT
2.210 ACRES**

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
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BUILDING 4



NOTE

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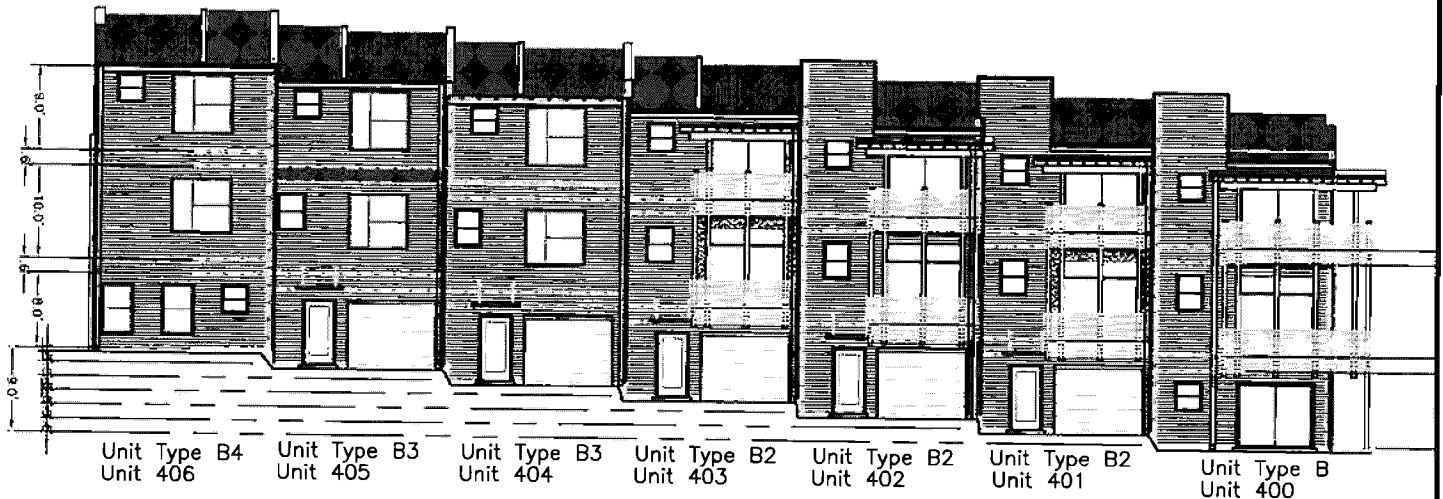

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SCALE: 1"=20'

BUILDING 4

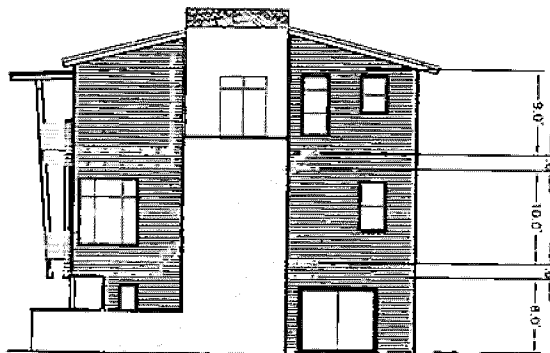


2 Rear Elevation
SCALE: 1"=20'

ARCHITECTURAL PLANS

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BUILDING 4



1 Right Elevation
SCALE: 1"=20'

NOTE

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2 Left Elevation
SCALE: 1"=20'


Landmark
SURVEYING, LP

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CLAWSON RIDGE CONDOMINIUMS

CONDOMINIUM PLAT

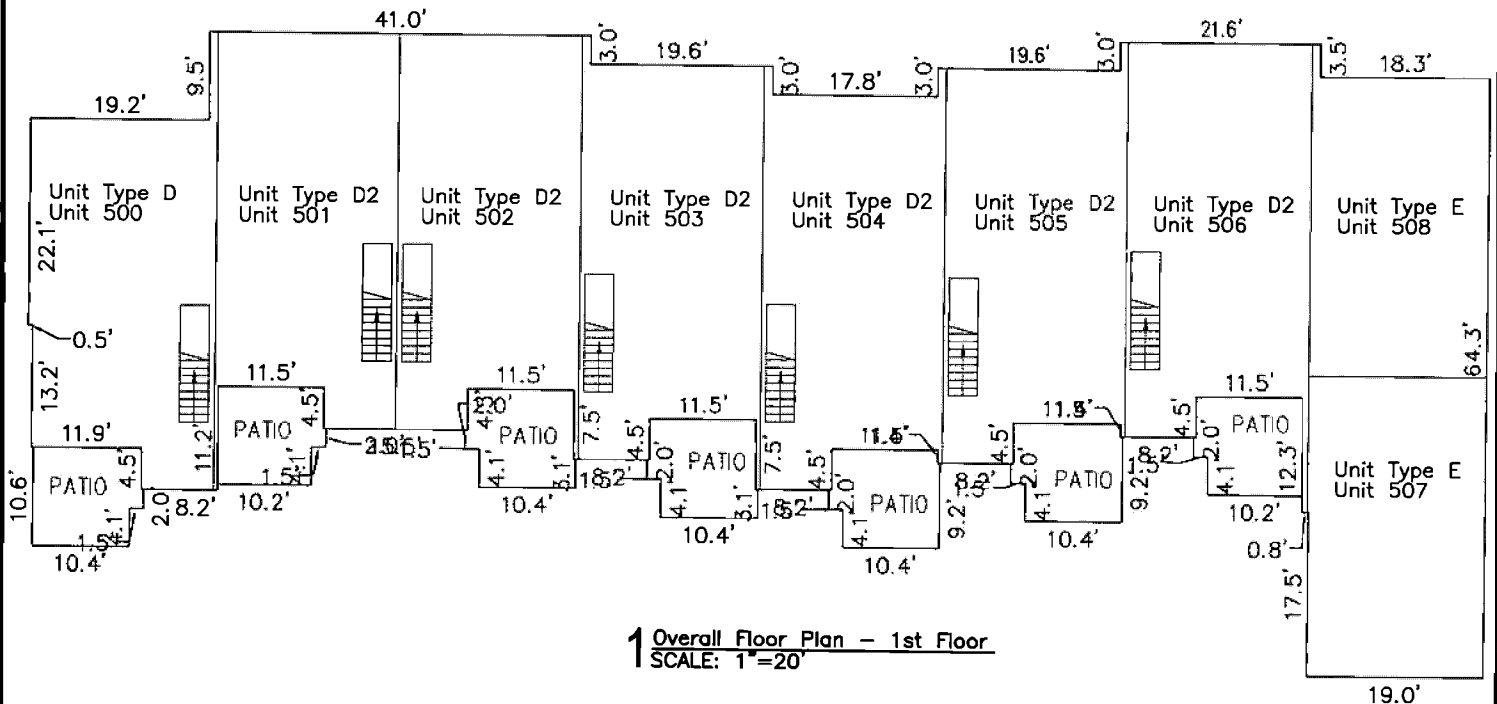
2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
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SCALE: 1"=20'

BUILDING 5

6,632 S.F. – 9 UNITS



ARCHITECTURAL PLANS

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Landmark
SURVEYING, LP

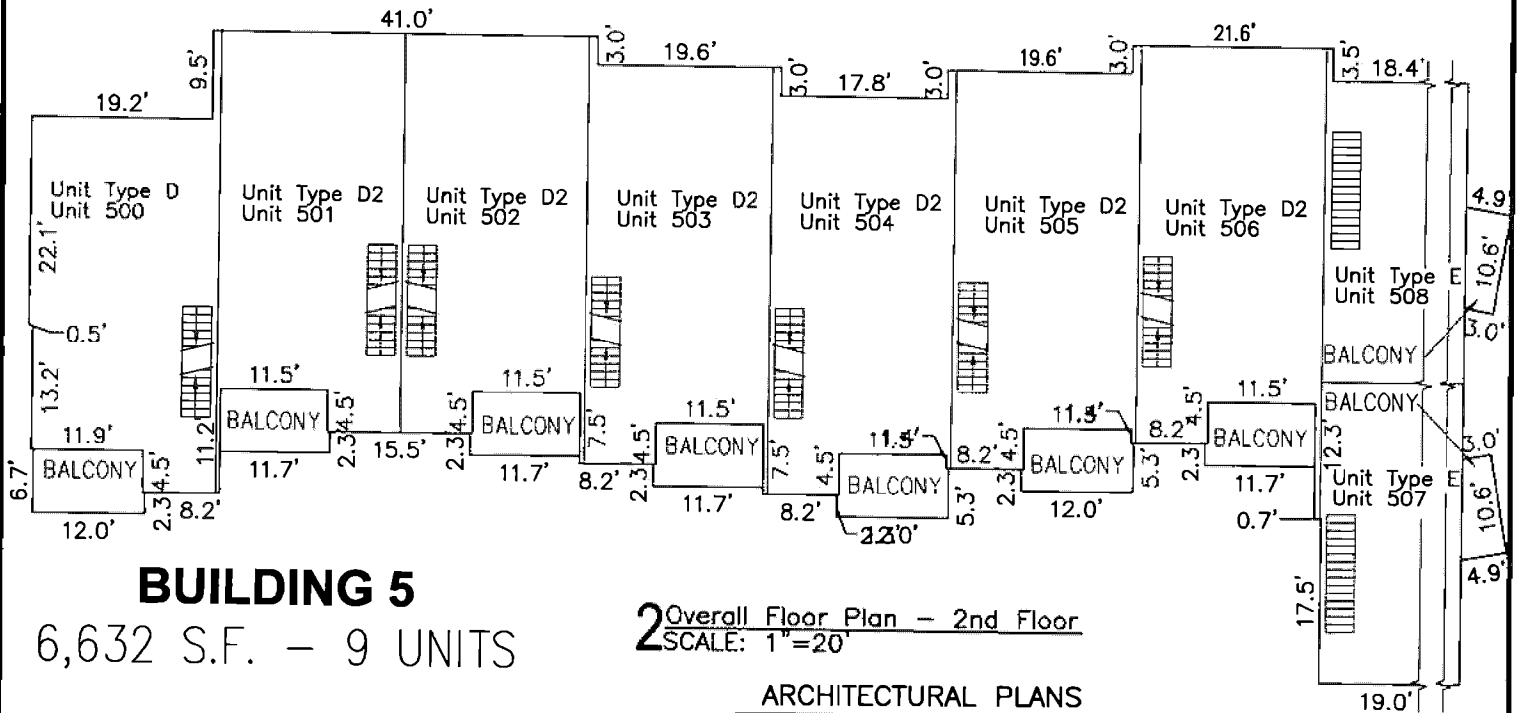
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SCALE: 1"=20'



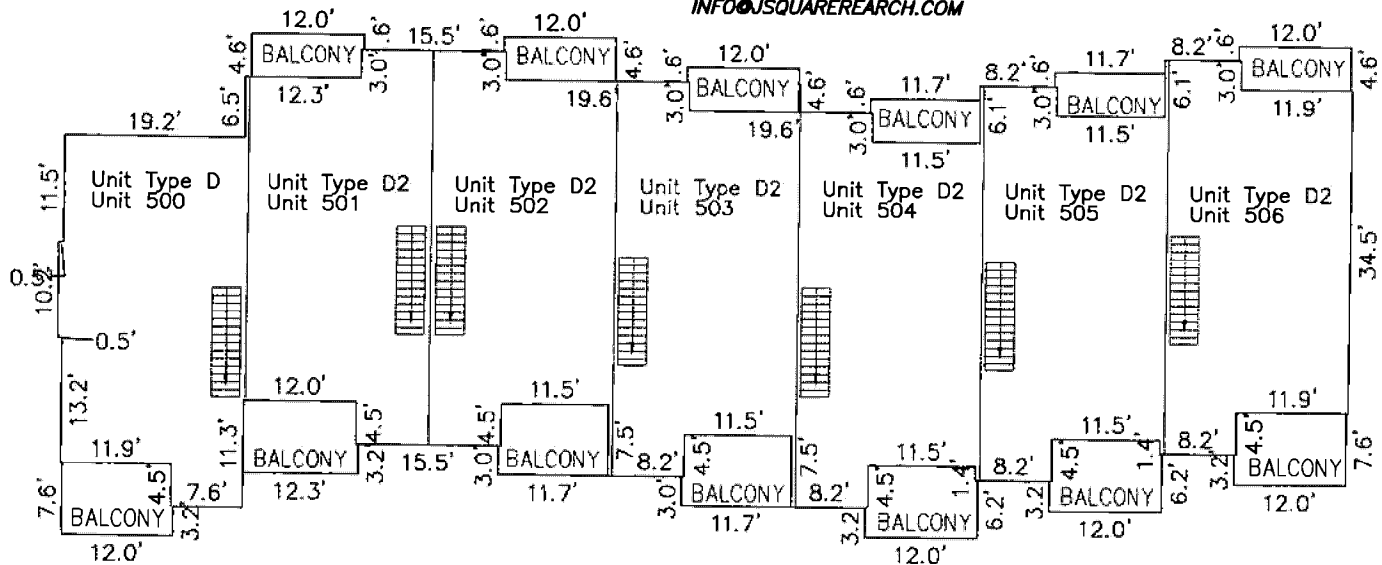
BUILDING 5

6,632 S.F. - 9 UNITS

2 Overall Floor Plan - 2nd Floor
SCALE: 1"=20'

ARCHITECTURAL PLANS

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3 Overall Floor Plan - 3rd Floor
SCALE: 1"=20'

NOTE

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CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP

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Landmark
SURVEYING, LP

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2205 East 5th STREET

AUSTIN, TEXAS 78702

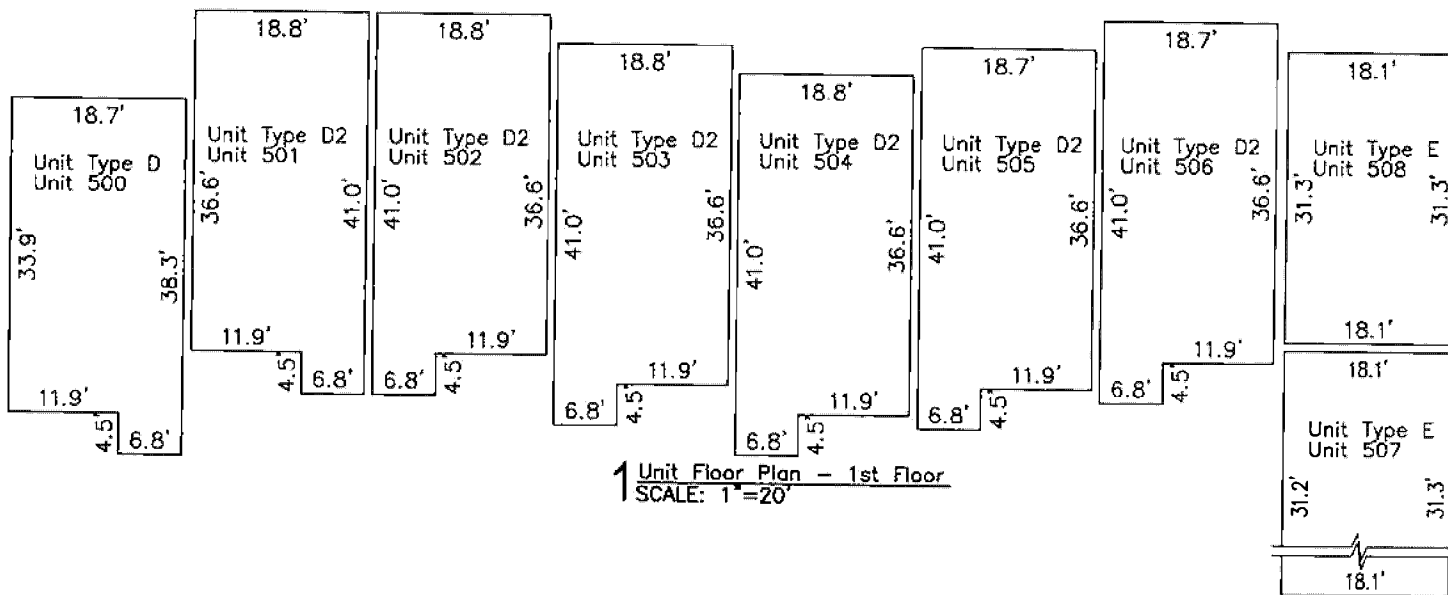
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CONDOMINIUM PLAT
2.210 ACRES**

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

**BUILDING 5
6,632 S.F. - 9 UNITS**



ARCHITECTURAL PLANS

ALL ARCHITECTURAL PLANS INCLUDING FLOOR PLANS,
UNITS AND ELEVATION PLANS WERE PROVIDED BY:
"J. SQUARE ARCHITECTURE"
OFFICE: 818 MORROW STREET, AUSTIN
PHONE: 512 879 4150
INFO@JSQUAREARCH.COM

NOTE

SEE SHEET 10 OF 28 FOR:
a. LEGEND
b. HORIZONTAL DATUM
c. LINE AND CURVE TABLES

CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP
DATE: JANUARY 8, 2018
OFFICE: M.BOUADI
CREW: S.SHREIDER, K.DUNN, A.SILVA
F.B.: 1553/40-44
JOB #: 1309-01-02
DISK: T:\WINSTEAD\Clawson Ridge C.\Lan. Draw.\Grid-Staff\CONDO 1-EXTENSION\Claw. Ridge Condo-Final-Add1-BLDG 4.dwg

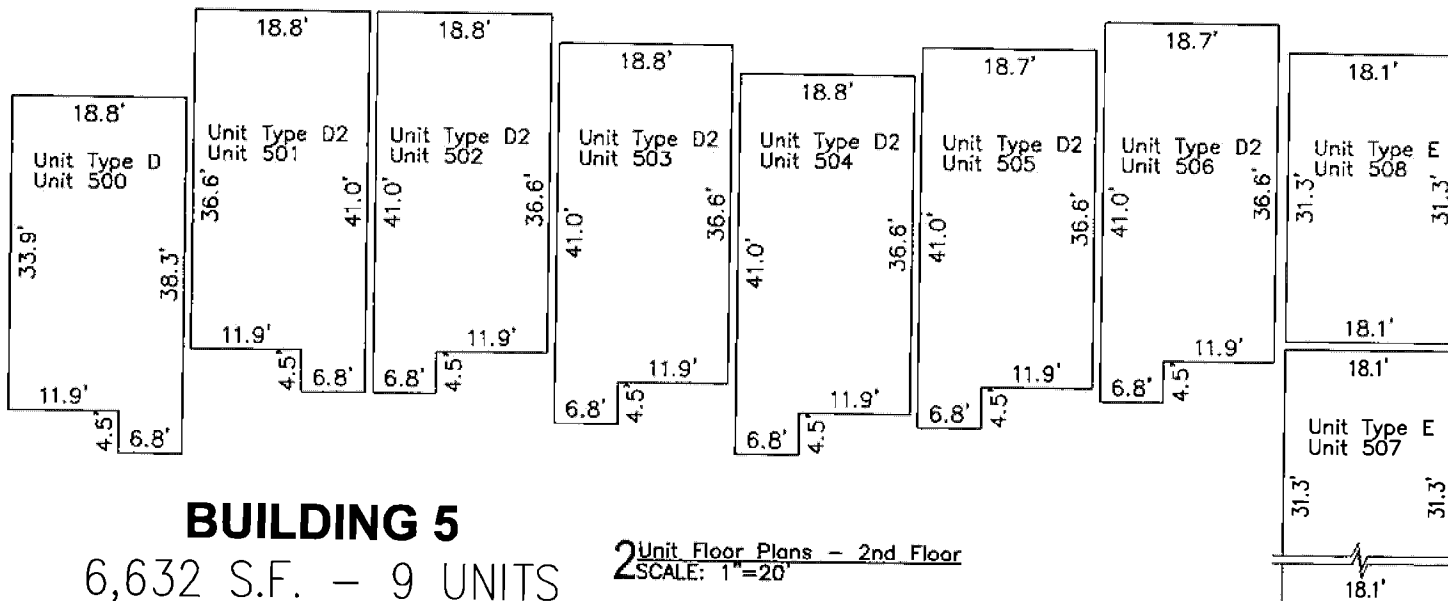
Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00
2205 East 5th STREET
AUSTIN, TEXAS 78702
PH: (512)328-7411 FAX: (512)328-7413

CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

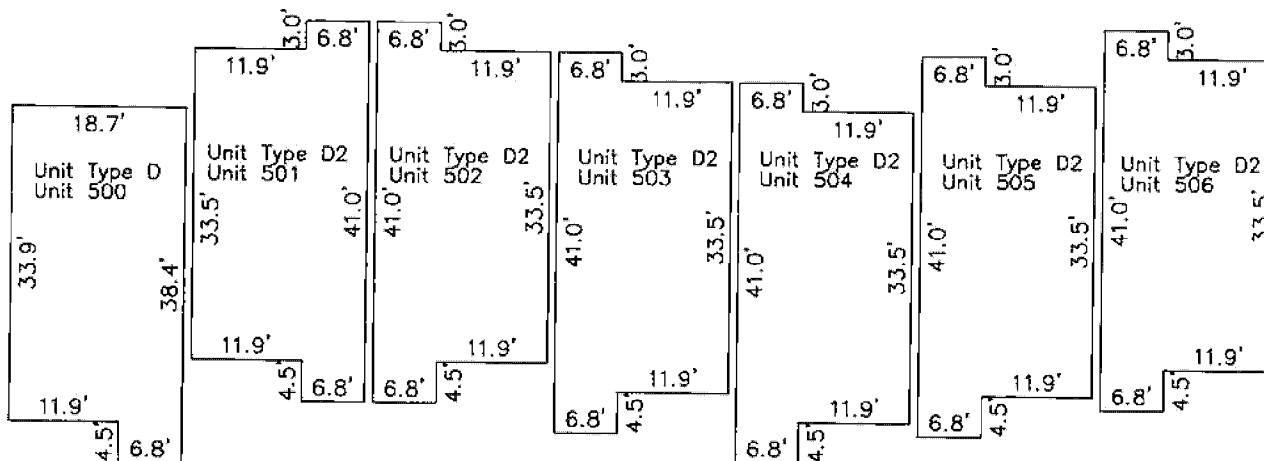


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Landmark
SURVEYING, LP

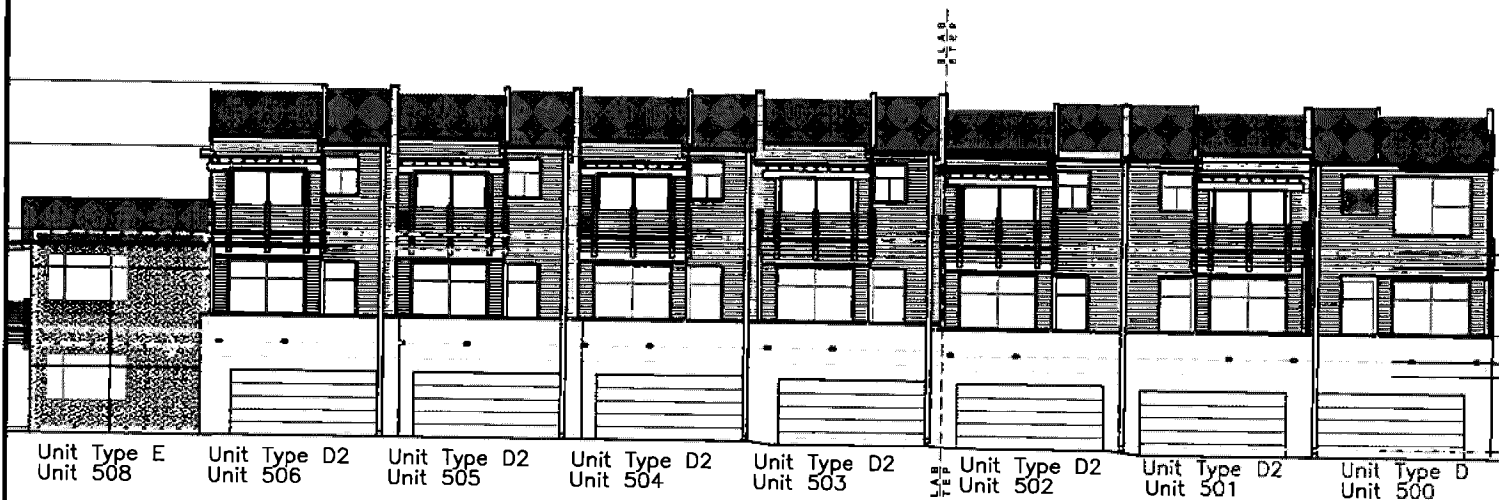
TEXAS FIRM REGISTRATION NO. 100727-00
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CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'



BUILDING 5

6,632 S.F. – 9 UNITS

2 Rear Elevation
SCALE: 1"=20'

ARCHITECTURAL PLANS

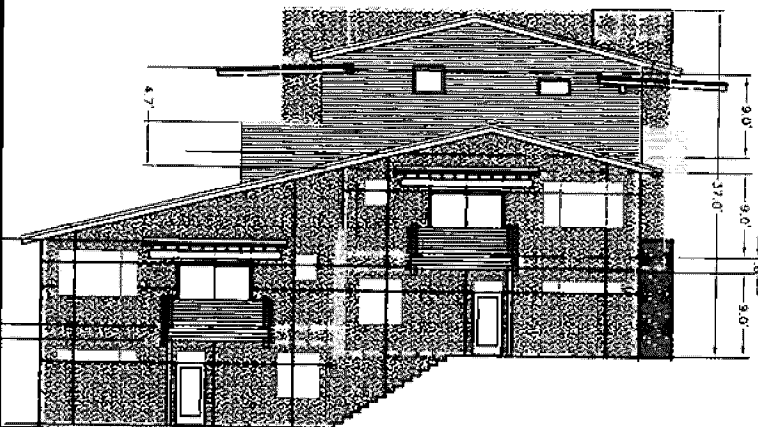
ALL ARCHITECTURAL PLANS INCLUDING FLOOR PLANS,
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"J. SQUARE ARCHITECTURE"

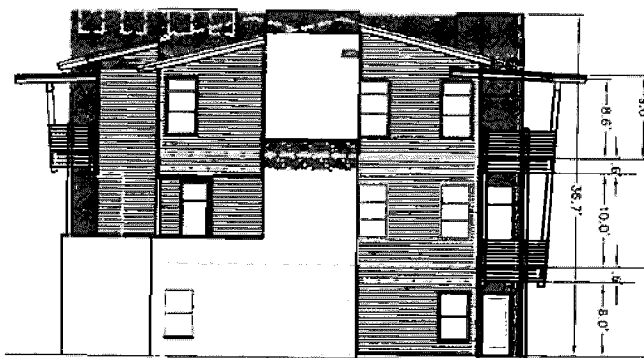
OFFICE: 818 MORROW STREET, AUSTIN

PHONE: 512 879 4150

INFO@JSQUAREARCH.COM



1 Right Elevation
SCALE: 1"=20'



2 Left Elevation
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 28 FOR:

- a. LEGEND
- b. HORIZONTAL DATUM
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CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP

DATE: JANUARY 8, 2018

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F.B.: 1553/40-44

JOB #: 1309-01-02

DISK: T:\WINSTEAD\Clawson Ridge C.\Lan. Draw.\Grid-Staff\CONDO 1-EXTENSION\Claw. Ridge Condo-Final-Add1-BLDG 4.dwg

**CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM PLAT
2.210 ACRES**

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

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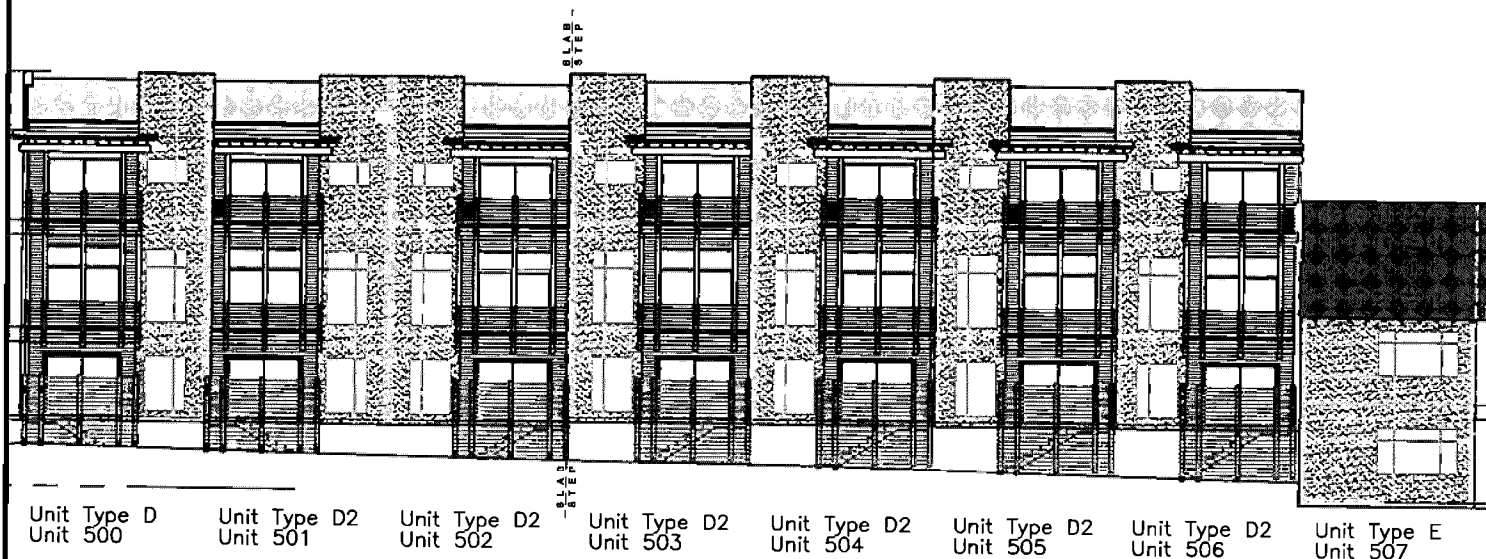
"J. SQUARE ARCHITECTURE"

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PHONE: 512 879 4150

INFO@JSQUAREARCH.COM

**BUILDING 5
6,632 S.F. – 9 UNITS**



1 Front Elevation
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 28 FOR:

- a. LEGEND
- b. HORIZONTAL DATUM
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CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP

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Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00

2205 East 5th STREET

AUSTIN, TEXAS 78702

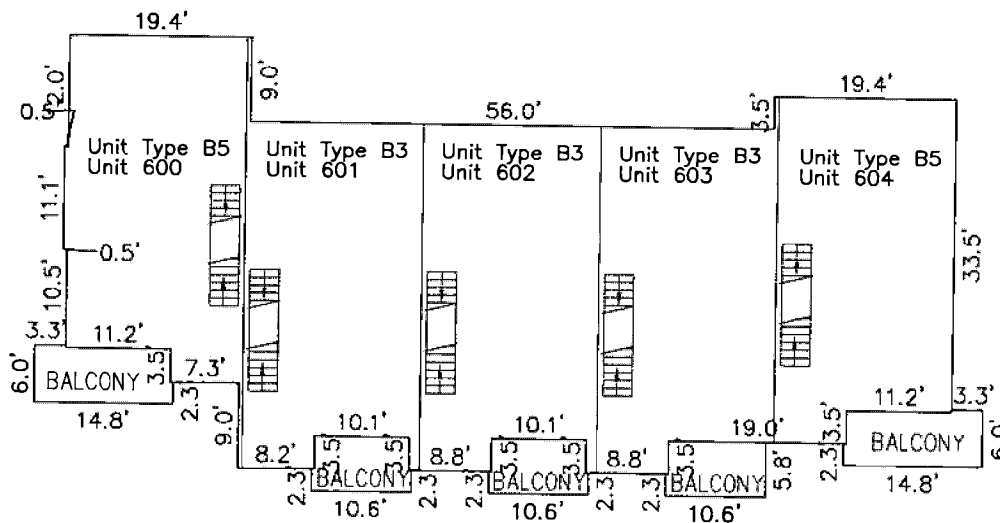
PH: (512)328-7411 FAX: (512)328-7413

CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT

2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'



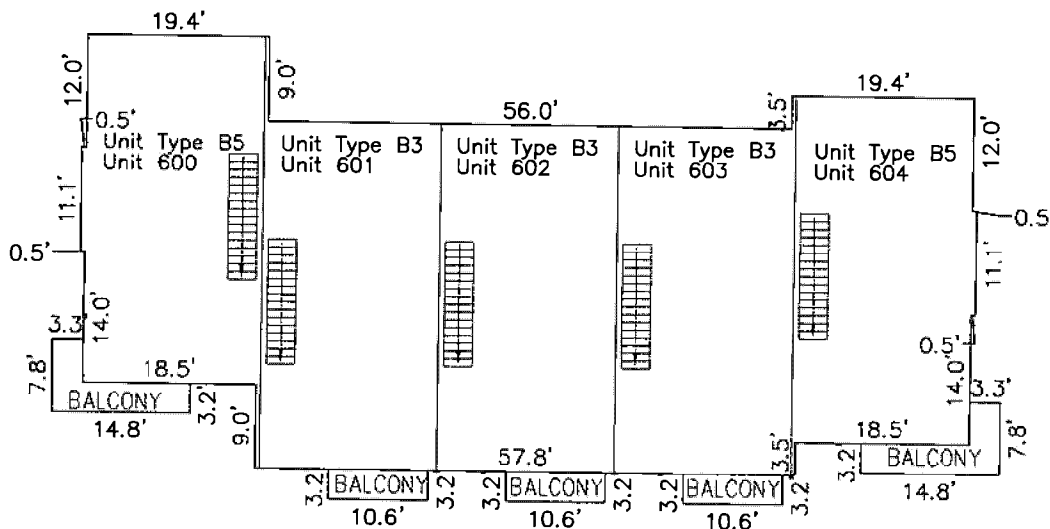
2 Overall Floor Plan - 2nd Floor
SCALE: 1"=20'

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BUILDING 6

3,223 S.F. - 5 UNITS



3 Overall Floor Plan - 3rd Floor
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 28 FOR:

- LEGEND
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- LINE AND CURVE TABLES

CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP
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Landmark
SURVEYING, LP

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CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

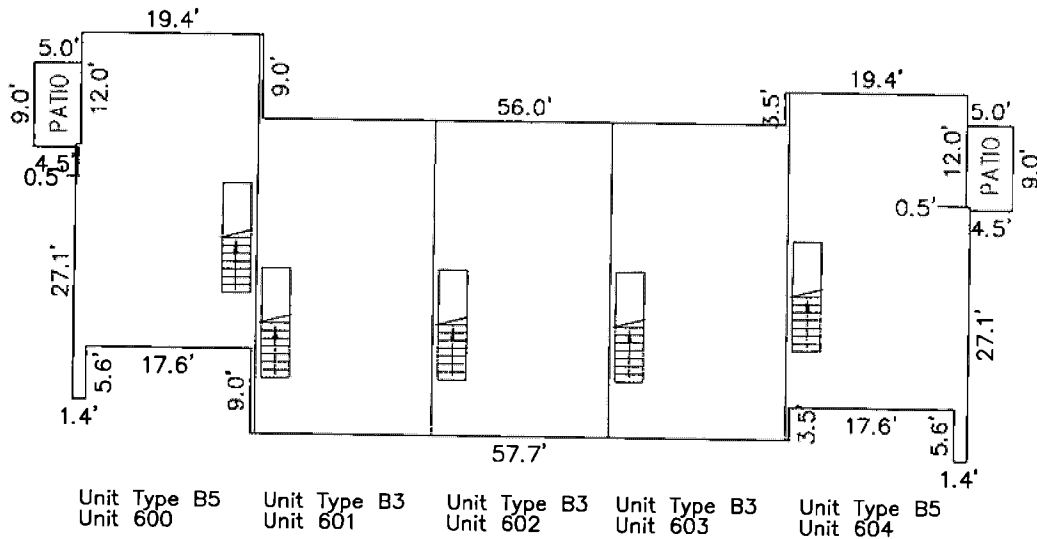
OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
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SCALE: 1"=20'

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BUILDING 6 3,223 S.F. – 5 UNITS



1 Overall Floor Plan – 1st Floor
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 28 FOR:

- LEGEND
- HORIZONTAL DATUM
- LINE AND CURVE TABLES

CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP
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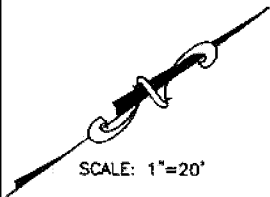
Landmark
SURVEYING, LP

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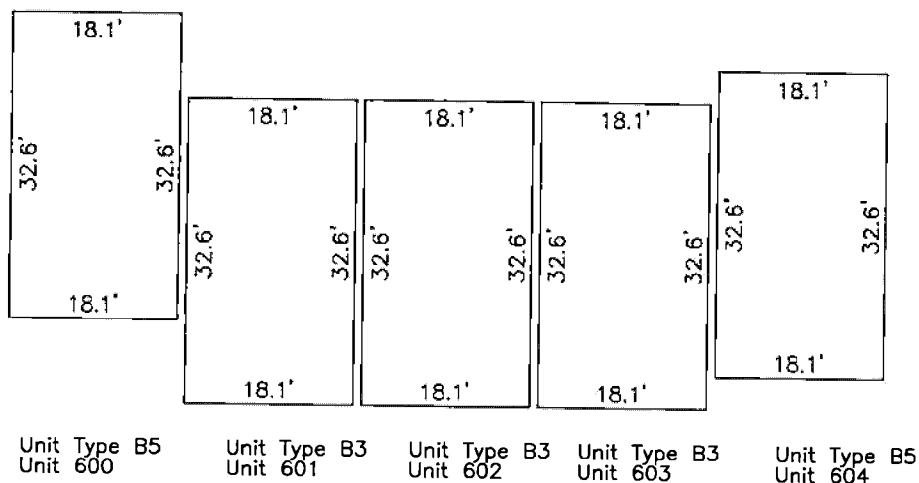
CLAWSON RIDGE CONDOMINIUMS
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BUILDING 6
3,223 S.F. – 5 UNITS



1 Unit Floor Plan – 1st Floor
SCALE: 1"=20'

NOTE

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- a. LEGEND
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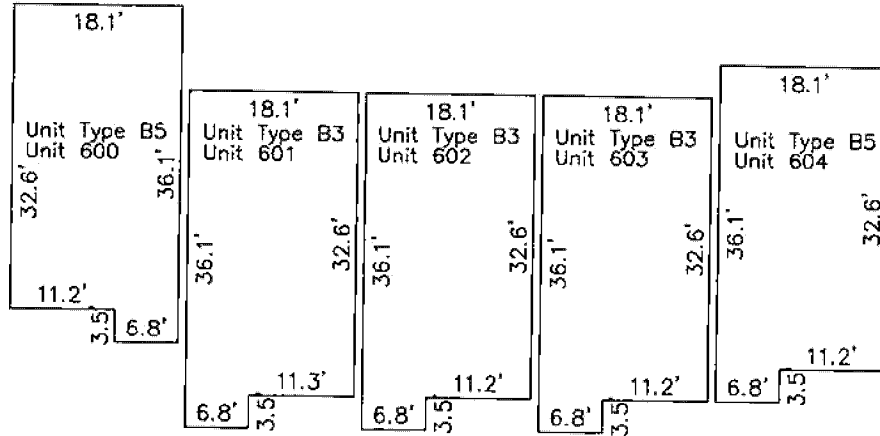
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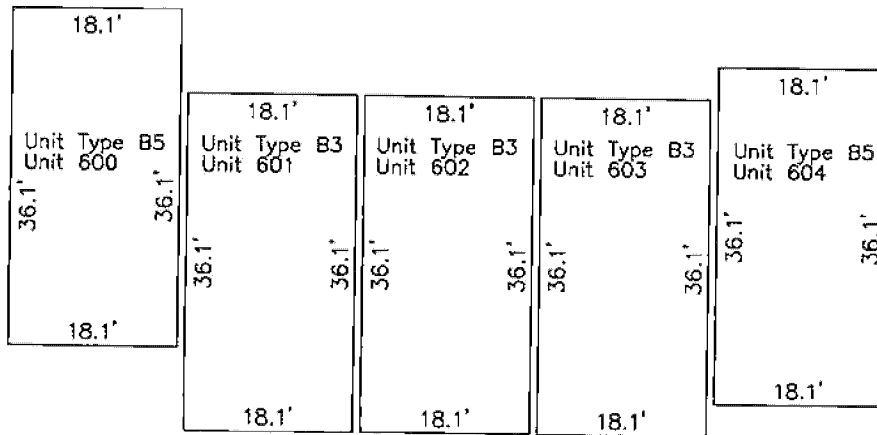


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BUILDING 6

3,223 S.F. - 5 UNITS



NOTE

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CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP

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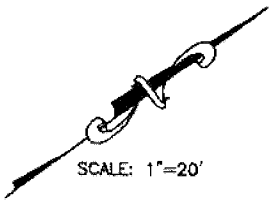
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BUILDING 6

3,223 S.F. - 5 UNITS



1 Front Elevation
SCALE: 1"=20'

NOTE

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- a. LEGEND
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CLIENT: 3700 CLAWSON, LP, A TEXAS LIMITED PARTNERSHIP

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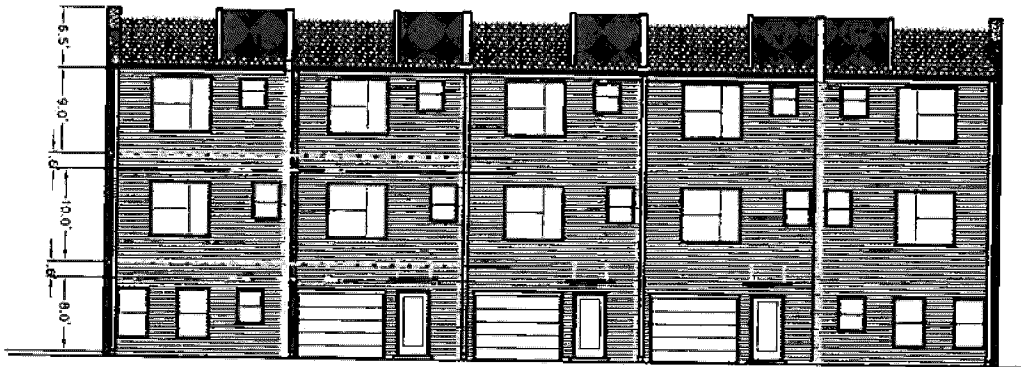
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2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'



Unit Type B5
Unit 604

Unit Type B3
Unit 603

Unit Type B3
Unit 602

Unit Type B3
Unit 601

Unit Type B5
Unit 600

2 Rear Elevation
SCALE: 1"=20'

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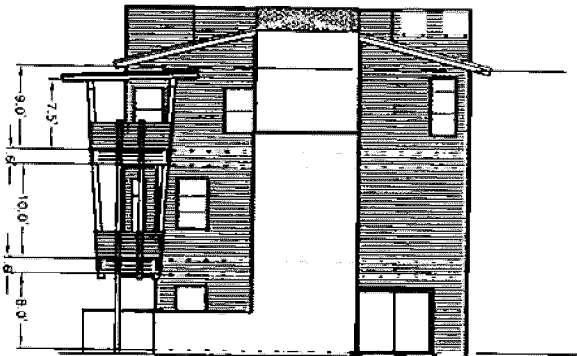
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PHONE: 512 879 4150

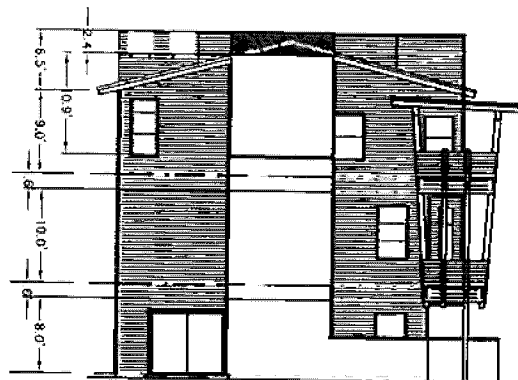
INFO@JSQUAREARCH.COM

BUILDING 6

3,223 S.F. – 5 UNITS



1 Right Elevation
SCALE: 1"=20'



2 Left Elevation
SCALE: 1"=20'

NOTE

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PAGE 28 OF 28

Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00

2205 East 5th STREET

AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

EXHIBIT B

ATTACHMENT 3

SCHEDULE OF ALLOCATED INTERESTS

COMMON INTEREST ALLOCATION AND COMMON EXPENSE LIABILITY

<u>Plan Type Groups</u>	<u>Units</u>	<u>Common Interest Allocation (Per Each Unit Assigned to Plan Type Group)</u>	<u>Common Expense Liability Allocation</u>
A	507, 508	3.0477%	3.0785%
B	401 ,402, 403, 404, 405, 601, 602, 603	4.4611%	4.5061%
C	400, 406, 500, 501, 502, 503, 504, 505, 506, 600, 604	5.2014%	5.2540%
D	Development Unit	1.00%	0.00%

General Notes to Development Unit Common Expense Liability

Because the Development Unit is an unbuilt unit with no improvements, it has been determined that the Development Unit shall not be allocated a portion of the Common Expense Liability.

THE COMMON INTEREST ALLOCATION ASSIGNED TO A PARTICULAR UNIT WILL DECREASE AS ADDITIONAL UNITS ARE CREATED AND ADDED TO THE REGIME BY THE DECLARANT.

FIRST AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF CONDOMINIUM REGIME
FOR CLAWSON RIDGE CONDOMINIUMS

BUILDING LCE ALLOCATION

<u>BUILDING LCE ALLOCATION – BUILDING 5</u>	
<u>Units</u>	<u>Building LCE Allocation</u>
500	11.76%
501	12.33%
502	12.33%
503	12.33%
504	12.33%
505	12.33%
506	12.33%
507	7.13%
508	7.13%

Total 100%

<u>BUILDING LCE ALLOCATION – BUILDING 6</u>	
<u>Units</u>	<u>Building LCE Allocation</u>
600	21.77%
601	18.82%
602	18.82%
603	18.82%
604	21.77%

Total 100%

FIRST AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF CONDOMINIUM REGIME
FOR CLAWSON RIDGE CONDOMINIUMS

<u>BUILDING LCE ALLOCATION – BUILDING 4</u>	
<u>Units</u>	<u>Building LCE Allocation</u>
400	15.70%
401	13.70%
402	13.70%
403	13.70%
404	13.70%
405	13.70%
406	15.78%

Total 100%

THE BUILDING LCE ASSIGNED TO A PARTICULAR UNIT WILL NOT CHANGE IF
ADDITIONAL UNITS ARE CREATED AND ADDED TO THE REGIME BY THE
DECLARANT.

FIRST AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF CONDOMINIUM REGIME
FOR CLAWSON RIDGE CONDOMINIUMS

4834-8312-7898v.4
53781-4 1/9/2018



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

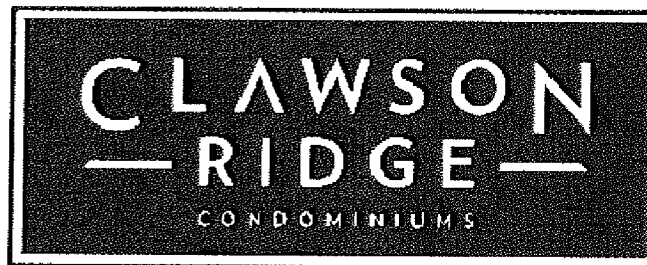
January 11 2018 10:47 AM

FEE: \$ 166.00 **2018005181**



AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM



**SECOND AMENDMENT TO AMENDED
AND RESTATED DECLARATION OF
CONDOMINIUM REGIME
FOR CLAWSON RIDGE CONDOMINIUMS
(A Residential Condominium Project in Travis County, Texas)**

DECLARANT: CW-AVERY, LLC, a Texas limited liability company

Cross reference to that certain Amended and Restated Declaration of Condominium Regime for Clawson Ridge Condominiums recorded under Document No. 2017128504, Official Public Records of Travis County, Texas.

**SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM REGIME FOR CLAWSON RIDGE CONDOMINIUMS**

This Second Amendment to Amended and Restated Declaration of Condominium Regime for Clawson Ridge Condominiums (the "**Amendment**") is made by CW-AVERY, LLC, a Texas limited liability company ("CW-Avery"), and is as follows:

RECITALS:

A. The Clawson Ridge Condominiums, a residential condominium project (the "**Regime**"), located in Travis County, Texas, was established pursuant to that certain Amended and Restated Declaration of Condominium Regime for Clawson Ridge Condominiums recorded under Document No. 2017128504, Official Public Records of Travis County, Texas and as amended by that certain First Amendment to Amended and Restated Declaration of Condominium Regime for Clawson Ridge Condominiums recorded under Document No. 2018005181, Official Public Records of Travis County, Texas (the "**Declaration**").

B. Pursuant to the terms and provision of that certain Partial Assignment of Declarant's Rights [Clawson Ridge Condominiums], recorded as Document No. 2017133930, Official Public Records of Travis County, Texas (the "**Partial Assignment**"), CW-Avery presently holds certain rights as "**Declarant**" under the Declaration. For the purposes of this Amendment, all references herein to the Declarant shall mean and refer to CW-Avery acting in such capacity.

C. Pursuant to *Provision A.3.7(vi)* of Appendix "A" to the Declaration, during the Development Period, Declarant may amend the Declaration unilaterally and without the consent of other Owners or any mortgagee to create resolve conflicts, clarify ambiguities, and to correct misstatements, errors or omissions in the Documents.

D. The "**Development Period**", as such term is defined in the Declaration, is a seven (7) year period commencing on the date the Declaration was recorded in the Official Public Records of Travis County, Texas. The Declaration was recorded in the Official Public Records of Travis County, Texas, on August 10, 2017; therefore, the Development Period is still in effect.

E. Declarant now desires to amend the Declaration as provided herein.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. **Replacement of Attachment "3"**. In accordance with *Section 5.3* of the Declaration, and to clarify Unit types, the Schedule of Allocated Interests allocated to all Units within the Regime is set forth on Exhibit "A", attached hereto. Exhibit "A", attached hereto, will supersede and replace Attachment "3" attached to the Declaration.

2. **Miscellaneous**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

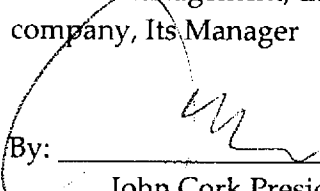
EXECUTED to be effective on the date this Amendment is recorded in the Official Public Records of Travis County, Texas.

[SIGNATURE PAGE TO FOLLOW]

DECLARANT:

CW-AVERY, LLC, a Texas limited liability company


By: CW-LT Management, LLC, a Texas limited liability company, Its Manager

By: 
John Cork President

STATE OF ~~TEXAS~~ Arizona §
COUNTY OF Maricopa §

This instrument was acknowledged before me on the 27 day of March, 2018, by John Cork President of CW-LT Management, LLC, a Texas limited liability company, Manager of CW-AVERY, LLC, a Texas limited liability company, on behalf of such limited liability company.

[seal]


Notary Public, State of ~~Texas~~ Arizona

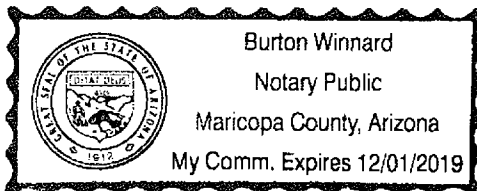


EXHIBIT A

ATTACHMENT 3

SCHEDULE OF ALLOCATED INTERESTS

COMMON INTEREST ALLOCATION AND COMMON EXPENSE LIABILITY

<u>Plan Type Groups</u>	<u>Units</u>	<u>Square Footage Range of Units Within Plan Type Group</u>	<u>Common Interest Allocation (Per Each Unit Assigned to Plan Type Group)</u>	<u>Common Expense Liability Allocation</u>
A	400-406, 500-506, 600-604	1,450 - 2,000	4.8897%	4.9391%
B	507, 508	950 - 1400	3.0477%	3.0785%
C	-	800 or less	-	-
D	Development Unit	Greater than 2,000	1%	0

General Notes to Development Unit Common Expense Liability

Because the Development Unit is an unbuilt unit with no improvements, it has been determined that the Development Unit shall not be allocated a portion of the Common Expense Liability.

THE COMMON INTEREST ALLOCATION ASSIGNED TO A PARTICULAR UNIT WILL DECREASE AS ADDITIONAL UNITS ARE CREATED AND ADDED TO THE REGIME BY THE DECLARANT.

SECOND AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF CONDOMINIUM REGIME
FOR CLAWSON RIDGE CONDOMINIUMS

BUILDING LCE ALLOCATION

BUILDING LCE ALLOCATION – BUILDING 5

<u>Units</u>	<u>Building LCE Allocation</u>
500	11.76%
501	12.33%
502	12.33%
503	12.33%
504	12.33%
505	12.33%
506	12.33%
507	7.13%
508	7.13%

Total **100%**

BUILDING LCE ALLOCATION – BUILDING 6

<u>Units</u>	<u>Building LCE Allocation</u>
600	21.77%
601	18.82%
602	18.82%
603	18.82%
604	21.77%

Total **100%**

<u>BUILDING LCE ALLOCATION - BUILDING 4</u>	
<u>Units</u>	<u>Building LCE Allocation</u>
400	15.70%
401	13.70%
402	13.70%
403	13.70%
404	13.70%
405	13.70%
406	15.78%

Total 100%

**THE BUILDING LCE ASSIGNED TO A PARTICULAR UNIT WILL NOT CHANGE IF
ADDITIONAL UNITS ARE CREATED AND ADDED TO THE REGIME BY THE
DECLARANT.**

4

SECOND AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF CONDOMINIUM REGIME
FOR CLAWSON RIDGE CONDOMINIUMS

4826-7602-5695v.1
53781-4 3/20/2018



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

March 27 2018 01:11 PM

FEE: \$ 50.00 2018045056

AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM



**THIRD AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF
CONDOMINIUM REGIME
FOR CLAWSON RIDGE CONDOMINIUMS
(A Residential Condominium Project in Travis County, Texas)**

ADDING UNITS 200, 201, 202, 203, AND 300, 301, AND 302

DECLARANT: CW-AVERY, LLC, a Texas limited liability company

Cross reference to that certain Amended and Restated Declaration of Condominium Regime for Clawson Ridge Condominiums recorded under Document No. 2017128504, Official Public Records of Travis County, Texas.

**THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM REGIME FOR CLAWSON RIDGE CONDOMINIUMS**

This Third Amendment to Amended and Restated Declaration of Condominium Regime for Clawson Ridge Condominiums (the "**Amendment**") is made by CW-AVERY, LLC, a Texas limited liability company ("**CW-Avery**"), and is as follows:

RECITALS:

A. The Clawson Ridge Condominiums, a residential condominium project (the "**Regime**"), located in Travis County, Texas, was established pursuant to that certain Amended and Restated Declaration of Condominium Regime for Clawson Ridge Condominiums recorded under Document No. 2017128504, Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Amended and Restated Declaration of Condominium Regime for Clawson Ridge Condominiums recorded under Document No. 2018005181, Official Public Records of Travis County, Texas, as amended by that certain Second Amendment to Amended and Restated Declaration of Condominium Regime for Clawson Ridge Condominiums recorded under Document No. 2018045056, Official Public Records of Travis County, Texas (the "**Declaration**").

B. Pursuant to the terms and provision of that certain Partial Assignment of Declarant's Rights [Clawson Ridge Condominiums], recorded as Document No. 2017133930, Official Public Records of Travis County, Texas (the "**Partial Assignment**"), CW-Avery presently holds certain rights as "**Declarant**" under the Declaration. For the purposes of this Amendment, all references herein to the Declarant shall mean and refer to CW-Avery acting in such capacity.

C. Pursuant to *Provisions A.3.7(ii) and (iii) and A.3.8(iv) and (v)* of Appendix "A" to the Declaration, during the Development Period, Declarant may amend the Declaration unilaterally and without the consent of other Owners or any mortgagee to create Units, General Common Elements and Limited Common Elements within the Property, and to subdivide Units, in the exercise of statutory Development Rights.

D. The "**Development Period**", as such term is defined in the Declaration, is a seven (7) year period commencing on the date the Declaration was recorded in the Official Public Records of Travis County, Texas. The Declaration was recorded in the Official Public Records of Travis County, Texas, on August 10, 2017; therefore, the Development Period is still in effect.

E. Declarant now desires to amend the Declaration as provided herein.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. **Subdivision of the Development Unit and Creation of Units.** In accordance with the rights reserved by the Declarant pursuant to *Section 5.1* of the Declaration and *Provisions A.3.7 and A.3.8* of Appendix "A" to the Declaration, Declarant hereby subdivides a portion of the Development Unit and creates seven (7) Townhome Units in Buildings 2 and 3, which are designated as Units 200, 201, 202, and 203 in Building 2; and Units 300, 301 and 303 in Building 3 (collectively, the "New Units"). The New Units are hereby classified as Units which MUST BE BUILT. The total number of Units in the Regime after giving effect to this Amendment is twenty-eight (28) Townhome Units and one (1) Development Unit. The total number of additional Units which Declarant has reserved the right to create by amendment is equal to ten (10).

2. **Replacement Attachment "1".** Attachment 1 to the Declaration is hereby deleted in its entirety and the Plat and Plans attached hereto as Exhibit "A" (the "New Plat and Plans") are substituted in their place. The New Plat and Plans: (i) assign an identifying number to all Units and the New Units; and (ii) include the information required by Section 82.059 of the Texas Uniform Condominium Act

3. **Replacement of Attachment "3".** The Schedule of Allocated Interests and Building LCE Allocation allocated to all Units within the Regime, after the addition of the New Units, is set forth on Exhibit "B", attached hereto. Exhibit "B", attached hereto, will supersede and replace Attachment "3" attached to the Declaration.

4. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

EXECUTED to be effective on the date this Amendment is recorded in the Official Public Records of Travis County, Texas.

[SIGNATURE PAGE TO FOLLOW]

DECLARANT:

CW-AVERY, LLC, a Texas limited liability company


By: **CW-LT Management, LLC, a Texas limited liability company, Its Manager**

By: 
John Cork President

STATE OF ARIZONA §
COUNTY OF MARICOPA §

This instrument was acknowledged before me on the 12th day of July, 2018, by John Cork President of CW-LT Management, LLC, a Texas limited liability company, Manager of CW-AVERY, LLC, a Texas limited liability company, on behalf of such limited liability company.

[seal]


Notary Public, State of Arizona

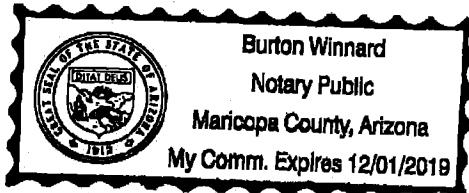


EXHIBIT A

ATTACHMENT 1

[CONDOMINIUM PLAT AND PLANS]

The plats and plans, attached hereto as Attachment 1 contains the information required by the Texas Uniform Condominium Act.

Printed Name: Juan M. Canales, Jr.

RPLS or License No. 4453

SEE NEXT PAGE FOR ORIGINAL CERTIFICATION

FIRST AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF CONDOMINIUM REGIME
FOR CLAWSON RIDGE CONDOMINIUMS

ATTACHMENT 1

CLAWSON RIDGE CONDOMINIUMS

EXHIBIT "A" CLAWSON RIDGE CONDOMINIUMS

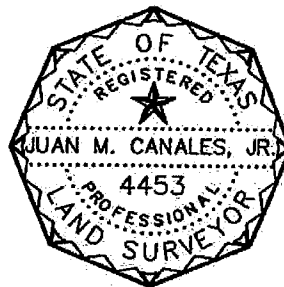
[PLATS AND PLAN]
[CERTIFICATION OF SURVEYOR]

THE ATTACHED PLATS AND PLANS, ATTACHED HERETO AS "ATTACHMENT 1" CONTAIN THE INFORMATION REQUIRED BY SECTION 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT, AS APPLICABLE.

AS SURVEYED AND MAPPED BY
LANDMARK SURVEYING, LP
TEXAS FIRM REGISTRATION NO. 100727-00

Juan M. Canales, Jr.

JUAN M. CANALES, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4453
DATE: JANUARY 12, 2018



REVIEWED BY

JMC
Initials

7.12.18
Date

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SIGNATURES ARE VOID.


Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00

2205 East 5th STREET

AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY

DATE: JULY 3, 2018

OFFICE: M.BOUADI

CREW: S.SHREIDER, K.DUNN, A.SILVA

F.B.: 1553/40-44

JOB #: 1309-01-03

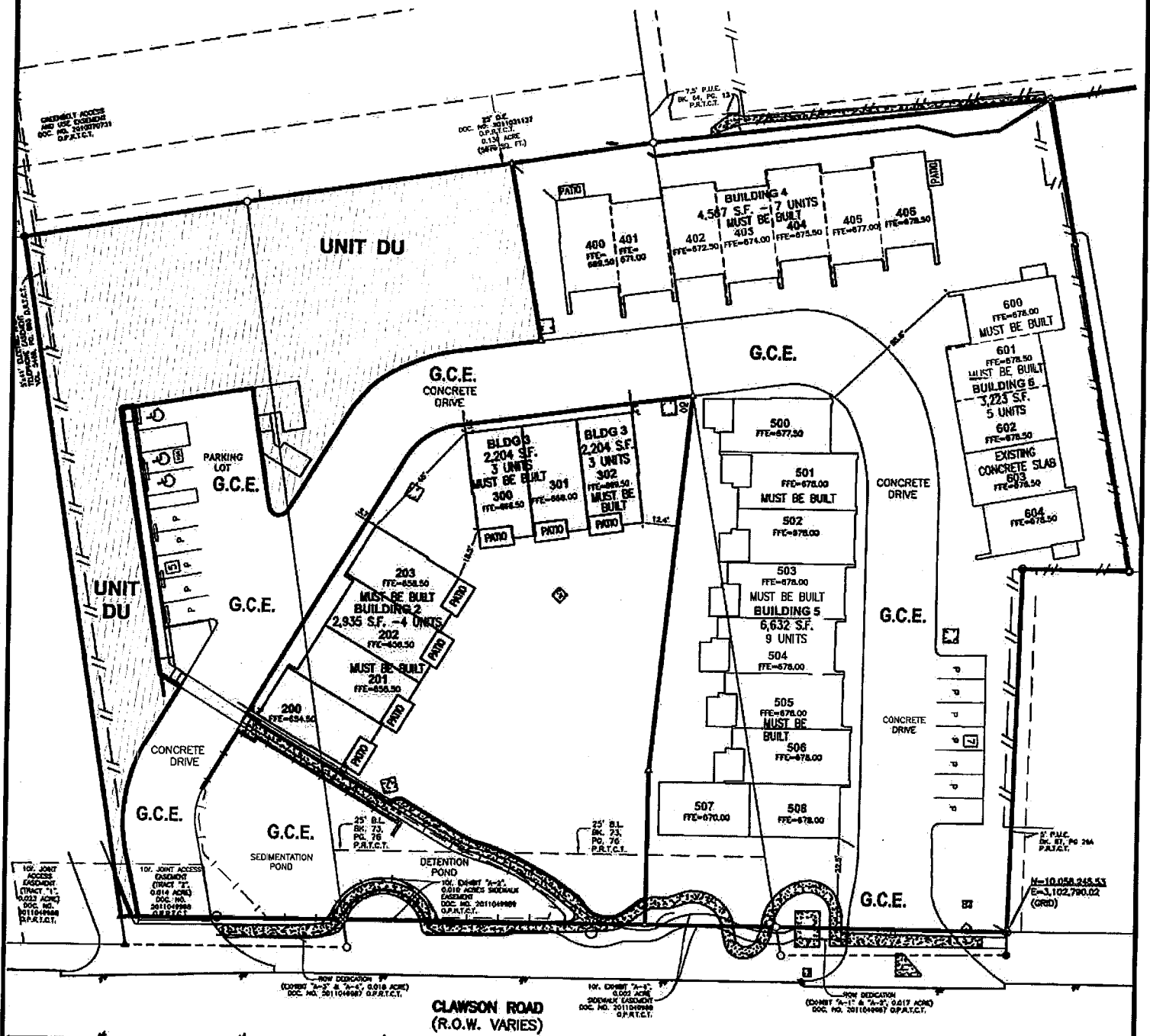
DISK: T:\WINSTEAD\Clawson Ridge Cond\Land Draw\Grid-Staff\CONDO PHASE 2-EXTENSION\Claw. Rid. Cond-Ph 2-Final-Bldgs 2-3-Final.dwg

CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT

2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=50'



NOTE

- SEE SHEET 10 OF 40 FOR:
- LEGEND
 - HORIZONTAL DATUM
 - LINE AND CURVE TABLES

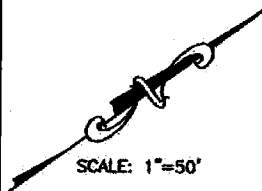
Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00

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AUSTIN, TEXAS 78702

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DATE: JULY 3, 2018
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CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM PLAT
2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

LIMITED COMMON AREA (L.C.E.):

THE DECKS ATTACHED TO EACH UNIT ARE ASSIGNED TO THE UNITS AS NUMBERED AND SHOWN HEREIN.

GENERAL NOTES:

1. THE CONFIGURATION REPRESENTED IN THE DRAWINGS OF THE FLOOR PLANS AND BUILDING ELEVATIONS ARE BASED UPON THE CONSTRUCTION DOCUMENTS PREPARED BY EILEEN MERRITT'S ATS ENGINEERS INSPECTORS AND SURVEYORS, RELEASE DATE JAN. 21, 2010, AND ARE NOT BASED UPON ACTUAL ON-SITE OBSERVATIONS OR FIELD MEASUREMENTS.
2. ALL IMPROVEMENTS AND LAND REFLECTED ON THE PLAT/PLAN ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS: (i) IN THE "AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME FOR CLAWSON RIDGE CONDOMINIUMS" (THE "DECLARATION") OR (ii) ON THE PLATS OF THE REGIME.
3. OWNERSHIP AND USE OF THE CONDOMINIUM UNITS ARE SUBJECT TO THE RIGHTS AND RESTRICTIONS CONTAINED IN THE DECLARATION.
4. EACH UNIT, BUILDING, LIMITED COMMON ELEMENT AND GENERAL COMMON ELEMENT IS SUBJECT TO SPECIAL RIGHTS RESERVED BY THE DECLARANT AS PROVIDED FOR IN THE DECLARATION. PURSUANT TO SUCH PROVISIONS, AMONG OTHER THINGS, DECLARANT HAS RESERVED THE RIGHT TO (i) COMPLETE OR MAKE IMPROVEMENTS INDICATED ON THE PLAT AND PLANS; (ii) EXERCISE ANY DEVELOPMENT RIGHT AS DEFINED IN SECTION 82.003(12) OF THE ACT, INCLUDING THE RIGHT(S): TO ADD REAL PROPERTY TO THE CONDOMINIUM; TO CREATE UNITS, GENERAL COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS; TO SUBDIVIDE UNITS OF CONVERT UNITS INTO COMMON ELEMENTS; AND TO WITHDRAW PROPERTY FROM THE CONDOMINIUM; (iii) MAKE THE CONDOMINIUM ESTABLISHED HEREBY PART OF A LARGER CONDOMINIUM OR PLANNED COMMUNITY; (iv) MAINTAIN SALES, MANAGEMENT, AND LEASING OFFICES AND SIGNS ADVERTISING UNITS OF THE REGIME; (v) USE EASEMENTS THROUGH THE COMMON ELEMENTS FOR THE PURPOSE OF MAKING IMPROVEMENTS WITHIN THE REGIME; AND (vi) APPOINT AND REMOVE ALL OFFICERS AND BOARD MEMBERS DURING THE DECLARANT CONTROL PERIOD AS MORE PARTICULARLY DESCRIBED IN THIS DECLARATION. FOR PURPOSES OF PROMOTING IDENTIFYING, AND MARKETING THE PROPERTY, DECLARANT HAS RESERVED AN EASEMENT AND RIGHT TO PLACE OR INSTALL SIGNS, BANNERS, FLAGS, DISPLAY LIGHTING, POTTED PLANTS, EXTERIOR DECORATIVE ITEMS, SEASONAL DECORATIONS, TEMPORARY WINDOW TREATMENTS, AND SEASONAL LANDSCAPING ON THE PROPERTY, INCLUDING ITEMS AND LOCATIONS THAT ARE PROHIBITED TO OTHER OWNERS. DECLARANT HAS ALSO RESERVED AND EASEMENT AND RIGHT TO MAINTAIN, RELOCATE, REPLACE, OR REMOVE THE ITEMS, LISTED IN THE FOREGOING SENTENCE FROM TIME TO TIME. DECLARANT HAS RESERVED AN EASEMENT AND RIGHT OF INGRESS AND EGRESS IN AND THROUGH THE COMMON ELEMENTS (AS DEFINED IN THE DECLARATION) AND UNITS OWNED OR LEASED BY DECLARANT FOR PURPOSES OF CONSTRUCTING, MAINTAINING, MANAGING, AND MARKETING THE PROPERTY, AND FOR DISCHARGING DECLARANT'S OBLIGATIONS UNDER THE ACT AND THE DECLARATION.



CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY
DATE: JULY 3, 2018
OFFICE: M.BOUADI
CREW: S.SHREIDER, K.DUNN, A.SILVA
F.B.: 1553/40-44
JOB #: 1309-01-03
DISK: T:\WINSTEAD\Clawson Ridge Cond\Land Draw\Grid-Staff\CONDO PHASE 2-EXTENSION\Claw. Rid. Cond-Ph 2-Final-Bldgs 2-3-Final.dwg

CLAWSON RIDGE CONDOMINIUMS

CONDOMINIUM PLAT

2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS FURTHER DESCRIBED AS

(TRACT 1, 0.48 ACRE, PART OF LOT 41, THEODORE LOW HEIGHTS SUBDIVISION VOL. 445, PG. 581 D.R.T.C.T.)

(TRACT 2, LOT 2, MECEY SUBDIVISION, BOOK 73, PG. 76 P.R.T.C.T.)

(TRACT 3, 0.83 ACRE, PART OF LOT 40, THEODORE LOW HEIGHTS SUBDIVISION VOL. 445, PG. 581 D.R.T.C.T.)

A. RESTRICTIVE COVENANTS AND EASEMENTS NOTE:

ALL EASEMENTS OF WHICH I HAVE KNOWLEDGE AND THOSE RECORDED EASEMENTS FURNISHED BY STEWART TITLE GUARANTY COMPANY ACCORDING TO FILE NO. 126472, DATED MAY 8, 2017; AND RESTRICTIVE COVENANTS AND EASEMENTS LISTED IN RECORDED IN DOCUMENT NO. 2013182710, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS ARE SHOWN OR DEPICTED HEREON. OTHER THAN VISIBLE EASEMENTS, NO UNRECORDED OR UNWRITTEN EASEMENTS WHICH MAY EXIST ARE SHOWN HEREON.

FILE NO. 126472:

1. RESTRICTIVE COVENANTS OF RECORD DO AFFECT THE TRACTS AS ITEMIZED BELOW:
 - A. TRACTS 1 AND 3: VOLUME 445, PAGE 581, DEED RECORDS, TRAVIS COUNTY, TEXAS.
 - B. TRACT 2: VOLUME 73, PAGE 76, PLAT RECORDS, TRAVIS COUNTY, TEXAS;
 - C. TRACTS 1, 2 & 3: DOCUMENT NO. 2008121746, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
 - D. TRACT 4: VOLUME 445, PAGE 581, DEED RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
 - E. TRACT 5: VOLUME 73, PAGE 76, PLAT RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10b. AN ELECTRIC AND TELEPHONE EASEMENT TO THE CITY OF AUSTIN RECORDED IN VOLUME 454, PAGE 372, VOLUME 454, PAGE 374, VOLUME 570, PAGE 347, VOLUME 570, PAGE 353, MAY APPLY BUT LOCATION UNDETERMINED, THOSE RECORDED IN VOLUME 622, PAGE 349; VOLUME 629, PAGE 47 DEED RECORDS, TRAVIS COUNTY, TEXAS DO NOT APPLY.
- 10c. A RIGHT OF REVERSION AS SET OUT IN THE DEED RECORDED IN VOLUME 794, PAGE 469, DEED RECORDS, TRAVIS COUNTY, TEXAS DOES APPLY TO TRACTS 1 AND 2 ONLY.
- 10d. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT FOR ELECTRIC LINES AND SYSTEMS AND TELEPHONE LINES, GRANTED TO CITY OF AUSTIN RECORDED IN VOLUME 5468, PAGE 885, DEED RECORDS, TRAVIS COUNTY, TEXAS (TRACT 1) DOES APPLY.
- 10e. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT FOR DRAINAGE CHANNEL AND RELATED FACILITIES, GRANTED TO CITY OF AUSTIN, RECORDED IN DOCUMENT NO. 2011021137, OFFICIAL RECORDS, TRAVIS COUNTY, TEXAS. (TRACT 5) DOES NOT APPLY.
- 10f. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT FOR SIDEWALK, GRANTED TO CTY OF AUSTIN, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2011049989, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. (TRACTS 1 AND 2) DOES APPLY.
- 10g. ELECTRIC UTILITY EASEMENT, RIGHT OF WAY AND/OR AGREEMENT GRANTED TO CITY OF AUSTIN, RECORDED IN DOCUMENT NO. 2014023557, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. (TRACTS 1, 2, AND 3) DOES APPLY.
- 10h. VARIANCE GRANT FOR TEMPORARY TYPE III PERMIT, RECORDED IN DOCUMENT NO. 2015112003, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (TRACTS 1, 2, AND 3) DOES APPLY.
- 10i. 25' BUILDING SETBACK LINE RECORDED IN VOLUME 73, PAGE 76, PLAT RECORDS OF TRAVIS COUNTY, TEXAS. (TRACT 2) DOES APPLY.
- 10j. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN OPERATING LEASE, RECORDED IN DOCUMENT NO. 2004144396, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (TRACT 5) DO NOT APPLY.
- 10k. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN GREENBELT ACCESS & USE EASEMENT, RECORDED IN DOCUMENT NO. 2010070731, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (TRACTS 1, 2, 3, AND 5) DO APPLY FOR TRACTS 1, 2 AND 3 ONLY.
- 10l. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN JOINT USE ACCESS EASEMENT RECORDED IN DOCUMENT NO. 2011049988, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (TRACTS 1, AND 4) DO APPLY.
- 10m. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANT REGARDING UNIFIED DEVELOPMENT AND MAINTENANCE OF DRAINAGE FACILITIES, RECORDED IN DOCUMENT NO. 2011049990, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (TRACTS 1, 2, AND 3) DO APPLY.
- 10n. MINERAL DEED, RECORDED IN DOCUMENT NO. 2013182712, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST (TRACTS 1, 2 AND 3).
- 10o. SURFACE RIGHTS WAIVED BY INSTRUMENT RECORDED IN DOCUMENT NO. 2017068462, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (TRACTS 1, 2 AND 3).

NOTE

SEE SHEET 10 OF 40 FOR:

- a. LEGEND
- b. HORIZONTAL DATUM
- c. LINE AND CURVE TABLES

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY

DATE: JULY 3, 2018

OFFICE: M.BOUADI

CREW: S.SHREIDER, K.DUNN, A.SILVA

F.B.: 1553/40-44

JOB #: 1309-01-03

DISK: T:\WINSTEAD\Clawson Ridge Cond\Land Draw\Grid-Staff\CONDO PHASE 2-EXTENSION\Claw. Rid. Cond-Ph 2-Final-Bldgs 2-3-Final.dwg


Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00

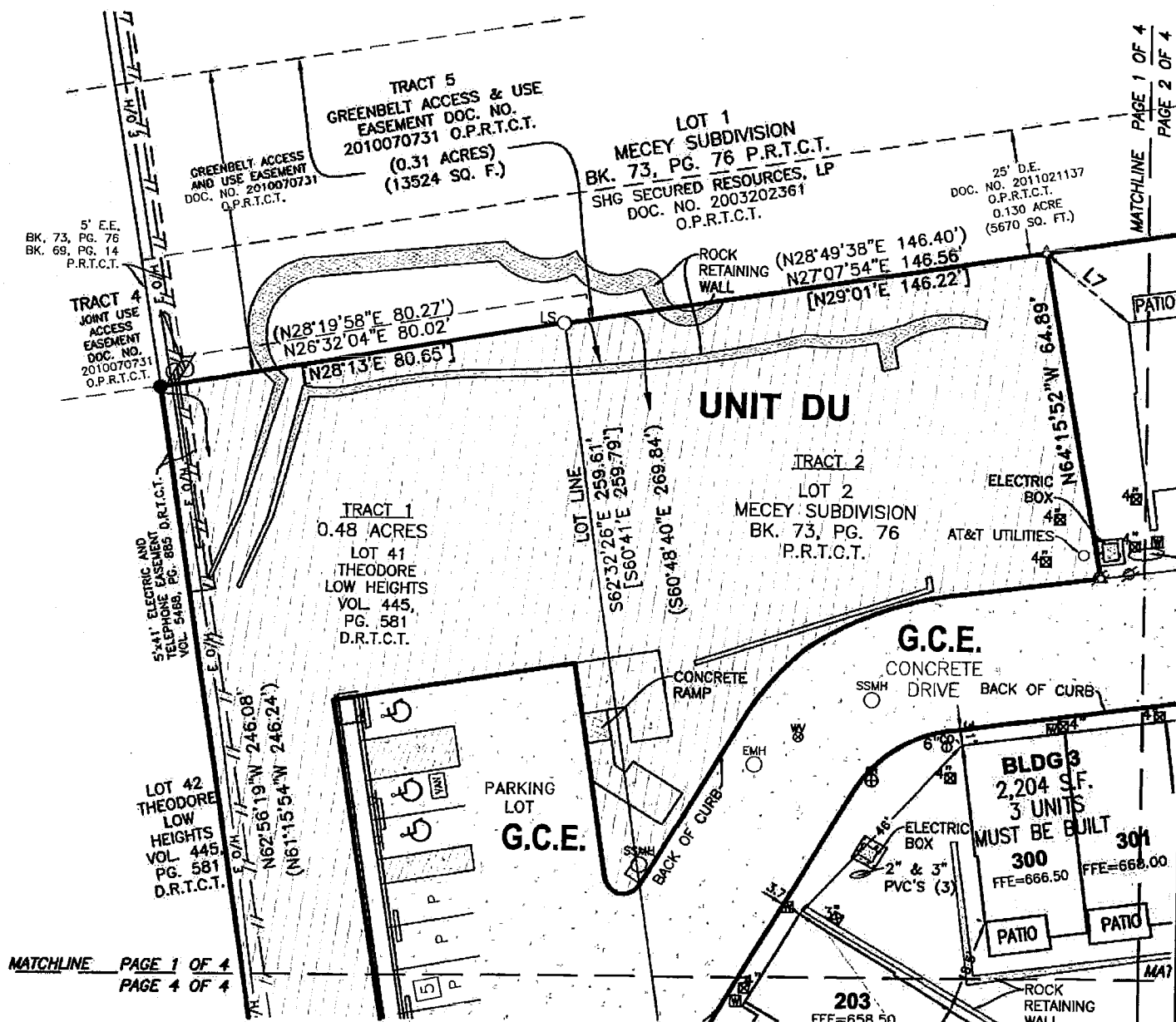
2205 East 5th STREET

AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=30'



- a. LEGEND
- b. HORIZONTAL DATUM
- c. LINE AND CURVE TABLES

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY
DATE: JULY 3, 2018
OFFICE: M.BOUADI
CREW: S.SHREIDER, K.DUNN, A.SILVA
F.B.: 1553/40-44
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PAGE 5 OF 40



Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00

2205 East 5th STREET

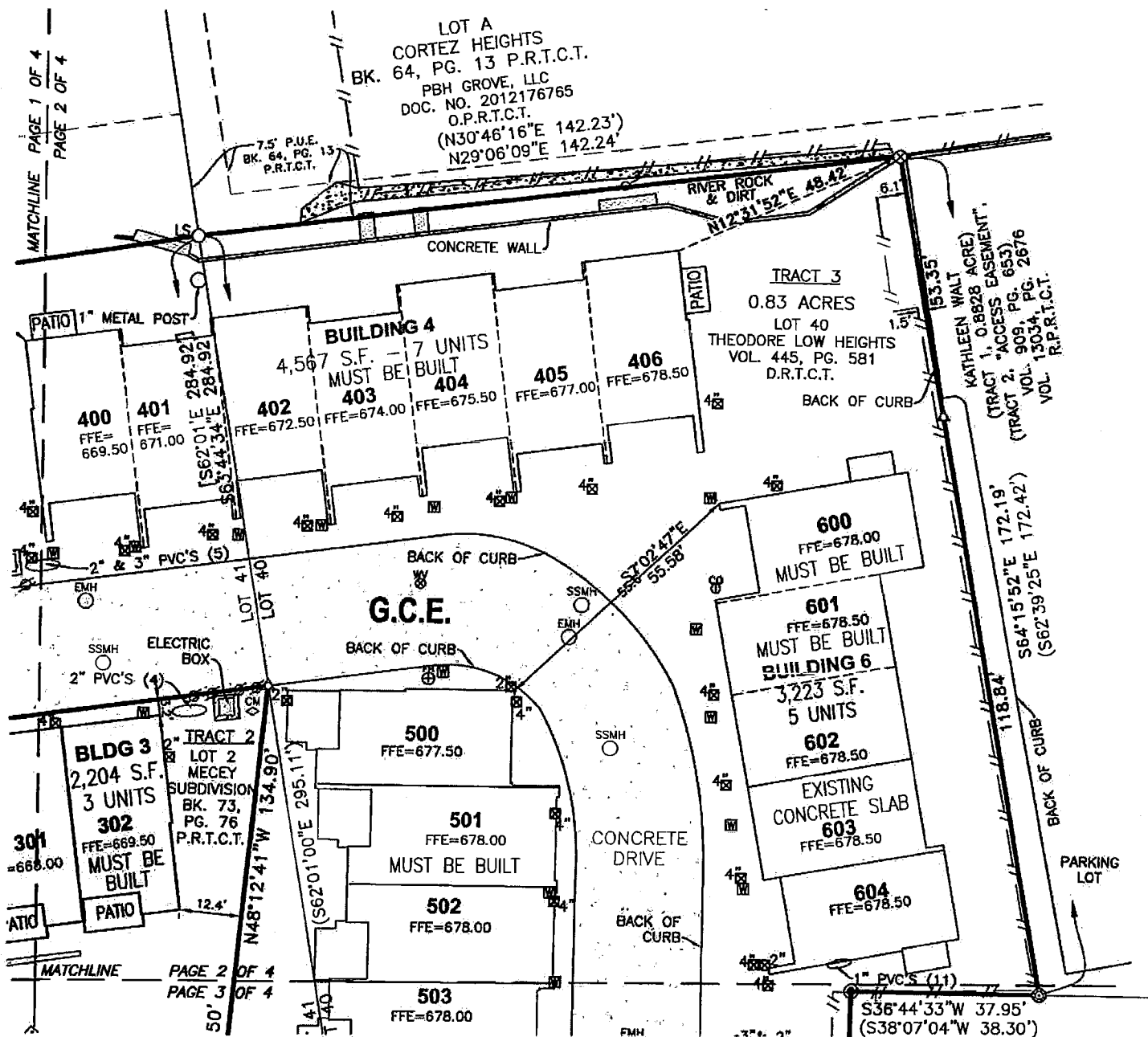
AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

Cond-Ph 2-Final-Bldgs 2-3-Final.dwg

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=30'



- LEGEND
- HORIZONTAL DATUM
- LINE AND CURVE TABLES

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY
DATE: JULY 3, 2018
OFFICE: M.BOUADI
CREW: S.SHREIDER, K.DUNN, A.SILVA
F.B.: 1553/40-44
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PAGE 6 OF 40



TEXAS FIRM REGISTRATION NO. 100727-00

2205 East 5th STREET
AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

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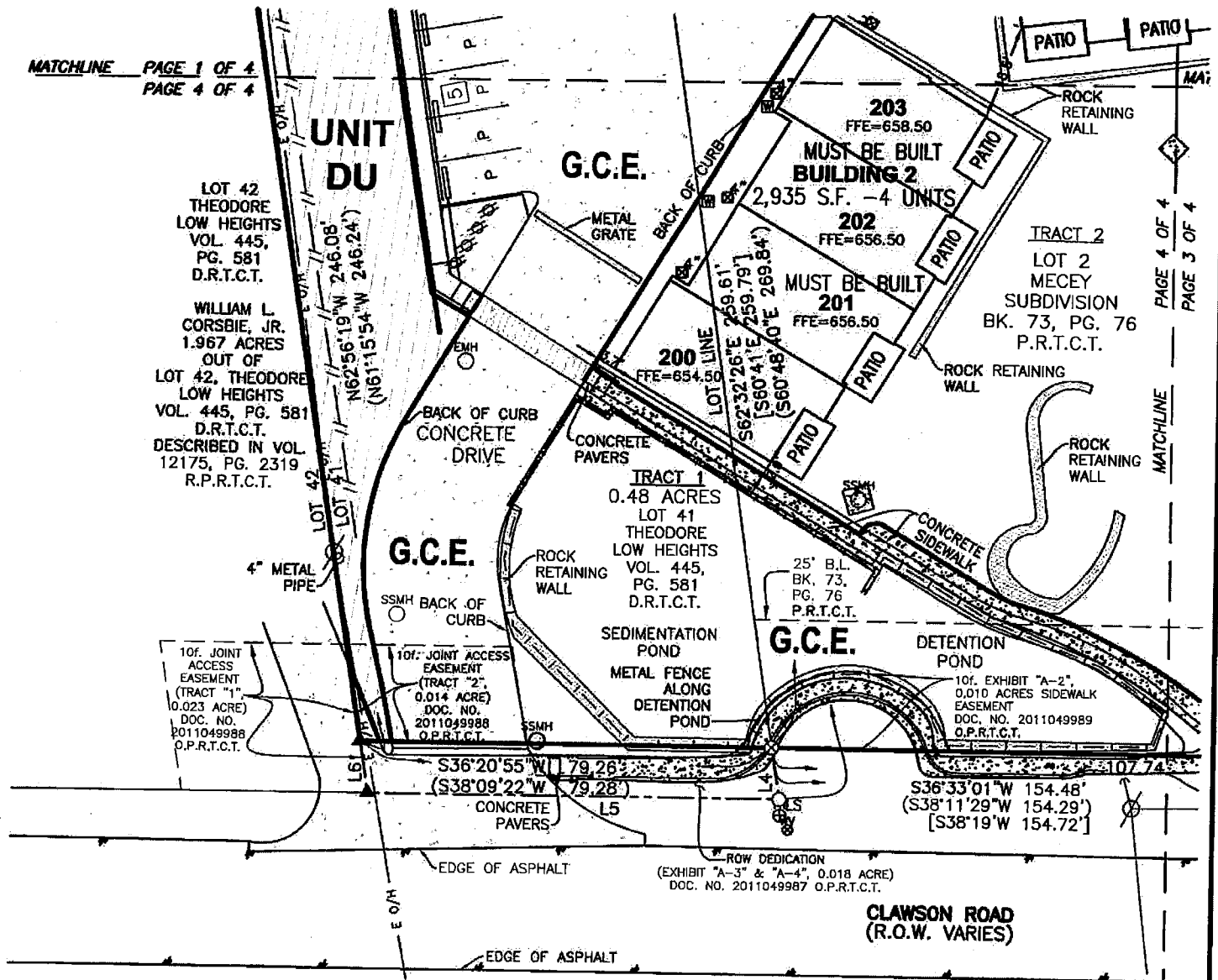
SCALE: 1"=30'



CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=30'



NOTE

SEE SHEET 10 OF 40 FOR:

- LEGEND
- HORIZONTAL DATUM
- LINE AND CURVE TABLES

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY
DATE: JULY 3, 2018
OFFICE: M.BOUADI
CREW: S.SHREIDER, K.DUNN, A.SILVA
F.B.: 1553/40-44
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PAGE 8 OF 40

Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00

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AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

[illegible]

- LEGEND
- HORIZONTAL DATUM
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CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

LEGEND

	CALCULATED POINT (NOT ESTABLISHED ON THE GROUND)
	"X" CUT ON CONCRETE
	1/2" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "LANDMARK SURVEYING"
	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
	1/2" IRON ROD FOUND WITH YELLOW CAP MARKED "ATS ENGINEERING"
	1/2" IRON PIPE FOUND
	COTTON SPINDLE FOUND
	MAG NAIL FOUND
	RECORD INFORMATION
	BK. 73, PG. 76 P.R.T.C.T.
	CONCRETE IMPROVEMENTS
	CONCRETE PAVERS
	ROCK IMPROVEMENTS
	UNIT DU
	WOOD PRIVACY FENCE
	CHAINLINK FENCE
	OVERHEAD ELECTRIC/TELEPHONE LINE
	POWER POLE WITH GUY WIRE AND ANCHOR
	PARKING SPACE
	WATER VALVE
	WATER METER
	CLEAN OUT (SIZE NOTED)
	PVC (SIZE NOTED)
	HANDICAPPED PARKING SPACE
	UNDERGROUND CABLE MARKER
	FIRE HYDRANT
	STREET LIGHT POLE
	STREET SIGN
	BOLLARD
	ELECTRICAL MANHOLE
	STORM SEWER MANHOLE
	ASPHALT
	PVC
	DU
	GCE
	R.O.W.
	VOL./PG.
	DOC. NO.
	B.L.
	D.E.
	E.E.
	W.W.E.
	P.U.E.
	J.A.L.C.E.
	P.R.T.C.T.
	D.R.T.C.T.
	R.P.R.T.C.T.
	O.P.R.T.C.T.

LINE TABLE		
Line #	DIRECTION	LENGTH
L1	N52°58'50"W (N50°55'57"W)	8.27 (8.39)
L2	N35°25'52"E (N37°19'41"E)	80.22 (80.36)
L3	S64°06'09"E (S62°01'00"E)	10.38 (10.19)
L4	N63°00'26"W (N60°48'40"W)	10.09 (10.05)
L5	N36°18'54"E (N38°09'22"E)	79.26 (79.20)
L6	S62°56'19"E (S61°15'54"E)	10.14 (10.11)
L7	S75°45'25"W	20.97

HORIZONTAL DATUM

GRID BEARINGS OF THE TEXAS COORDINATE SYSTEM
OF 1983 (CENTRAL ZONE-4203), U.S. SURVEY FEET
GEOID MODEL 12A (CONUS)
COMBINED SCALE FACTOR 0.99994224
PROJECT CONTROL POINTS WERE ESTABLISHED USING
THE WESTERN DATA SYSTEM COOPERATIVE NETWORK.
DISTANCES SHOWN ARE BASED ON GRID DISTANCES.

ON SITE BENCHMARK

SEE SHEET 7 OF 28

Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00

2205 East 5th STREET

AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY

DATE: JULY 3, 2018

OFFICE: M.BOUADI

CREW: S.SHREIDER, K.DUNN, A.SILVA

F.B.: 1553/40-44

JOB #: 1309-01-03

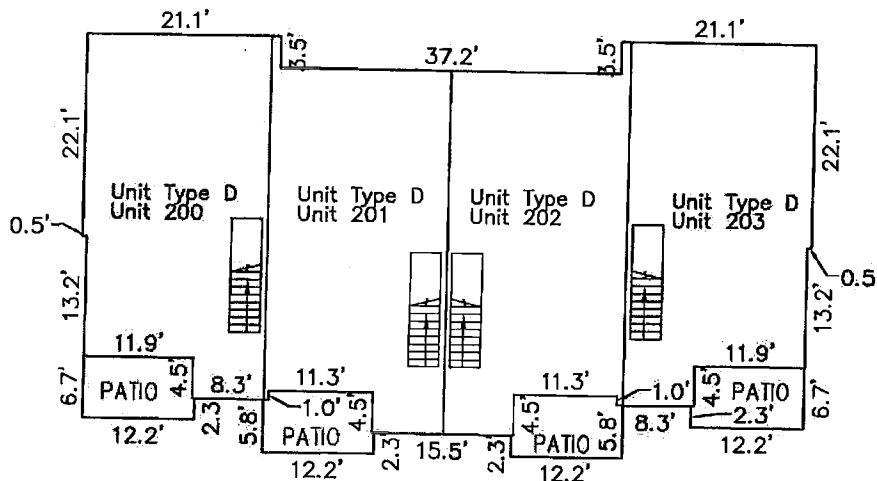
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CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

BUILDING 2 2,935 S.F. - 4 UNITS



ARCHITECTURAL PLANS

1 Overall Floor Plan - 1st Floor
SCALE: 1"=20'

ALL ARCHITECTURAL PLANS INCLUDING FLOOR PLANS,
UNITS AND ELEVATION PLANS WERE PROVIDED BY:

"J. SQUARE ARCHITECTURE"
OFFICE: 818 MORROW STREET, AUSTIN
PHONE: 512 879 4150
INFO@JSQUAREARCH.COM

NOTE

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- LEGEND
- HORIZONTAL DATUM
- LINE AND CURVE TABLES

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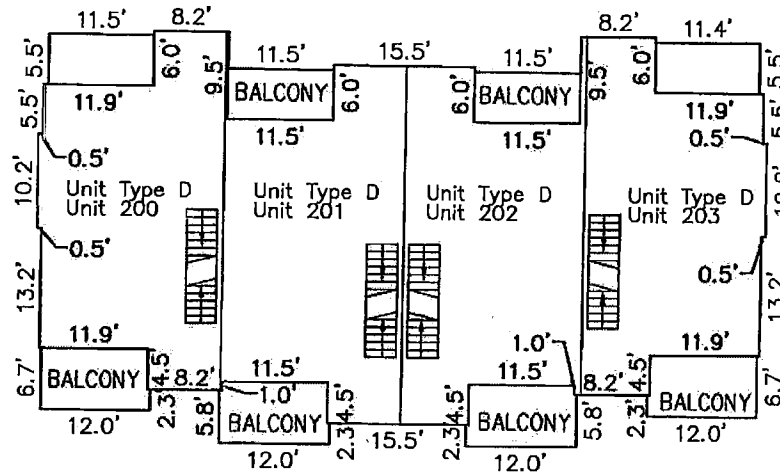
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OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

BUILDING 2



2 Overall Floor Plan - 2nd Floor
SCALE: 1"=20'

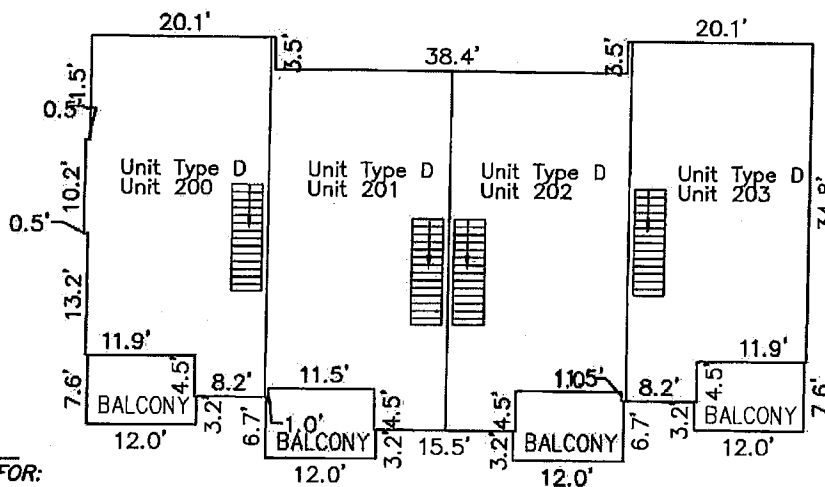
BUILDING 2

2,935 S.F. - 4 UNITS

ARCHITECTURAL PLANS

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BUILDING 2



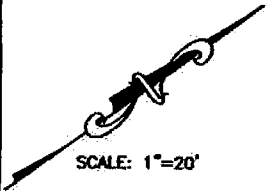
3 Overall Floor Plan - 3rd Floor
SCALE: 1"=20'

NOTE

- SEE SHEET 10 OF 40 FOR:
a. LEGEND
b. HORIZONTAL DATUM
c. LINE AND CURVE TABLES



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CONDOMINIUM PLAT
2.210 ACRES

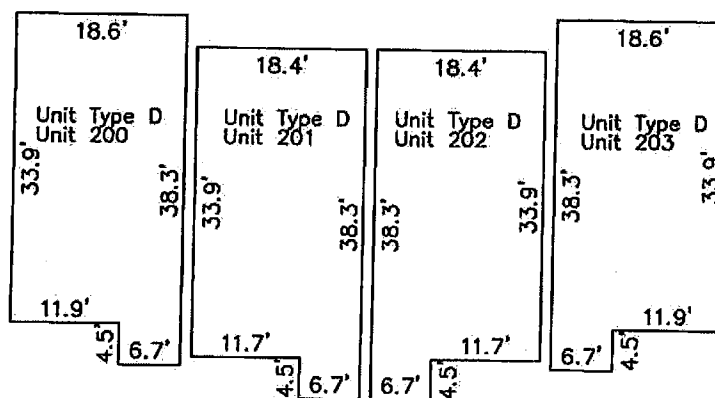
OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

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BUILDING 2
2,935 S.F. - 4 UNITS



1 Unit Floor Plan - 1st Floor
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 40 FOR:

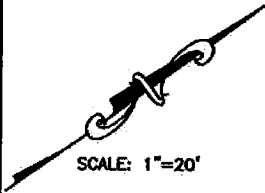
- a. LEGEND
- b. HORIZONTAL DATUM
- c. LINE AND CURVE TABLES

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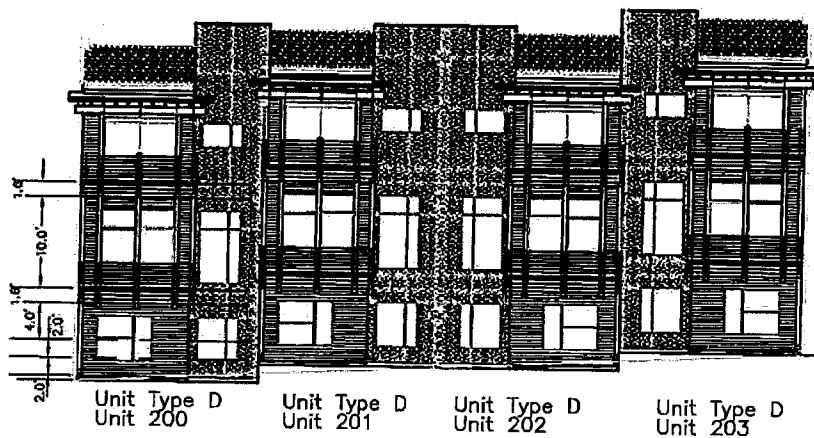
**CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM PLAT
2.210 ACRES**

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
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**BUILDING 2
2,935 S.F. – 4 UNITS**



1 Front Elevation
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 40 FOR:

- a. LEGEND
- b. HORIZONTAL DATUM
- c. LINE AND CURVE TABLES

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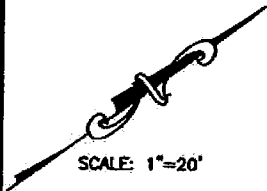

Landmark
SURVEYING, LP

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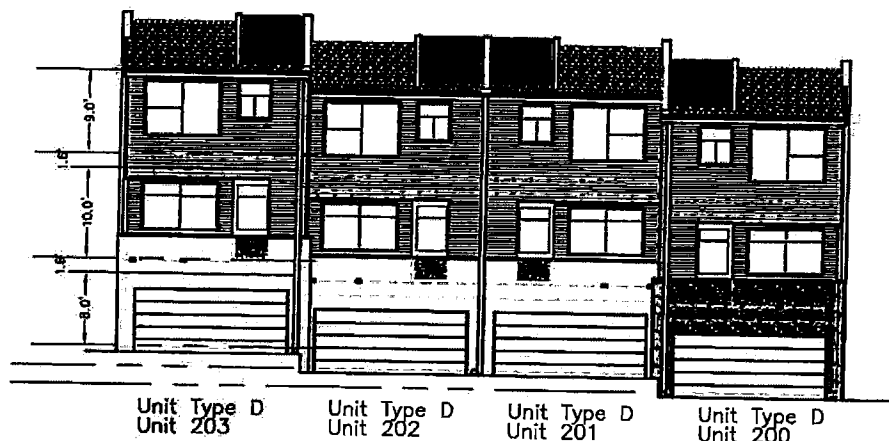
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CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

BUILDING 2



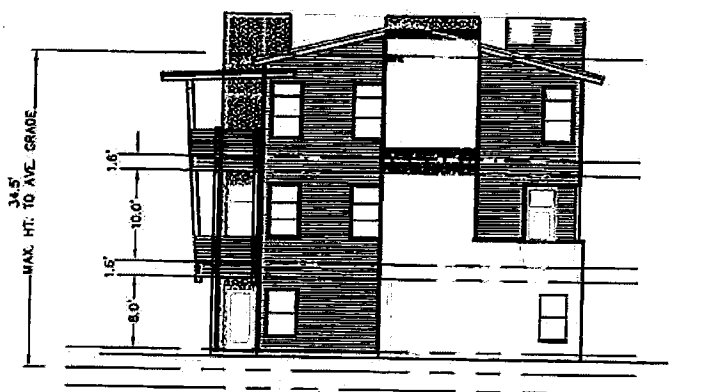
2 Rear Elevation
SCALE: 1"=20'

ARCHITECTURAL PLANS

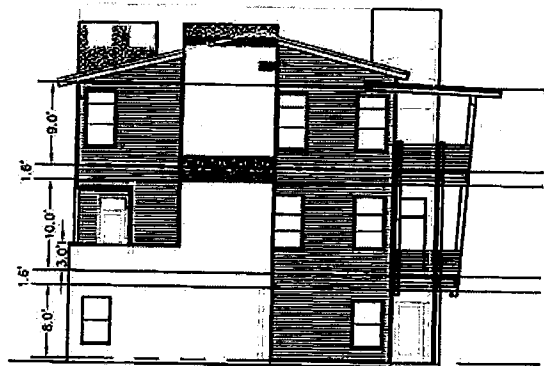
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BUILDING 2

2,935 S.F. - 4 UNITS



1 Right Elevation
SCALE: 1"=20'



2 Left Elevation
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 40 FOR:

- LEGEND
- HORIZONTAL DATUM
- LINE AND CURVE TABLES

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Landmark
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AUSTIN, TEXAS 78702

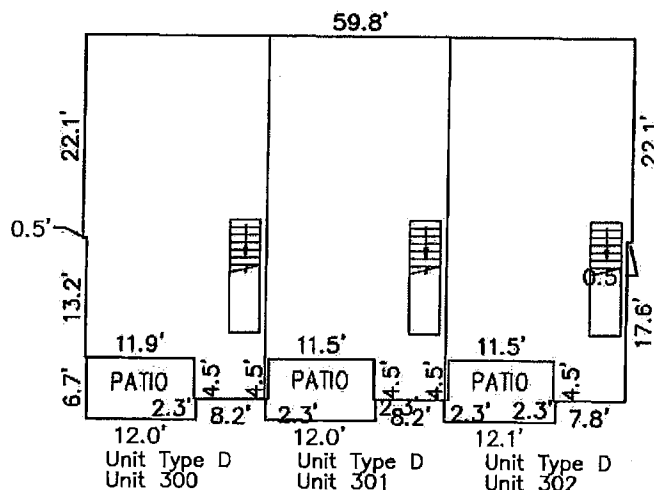
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OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

BUILDING 3 2,204 S.F.. - 3 UNITS



1 Overall Floor Plan - 1st Floor
SCALE: 1"=20'

ARCHITECTURAL PLANS

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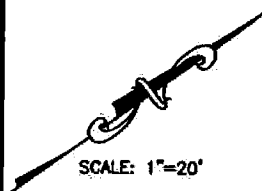
NOTE

- SEE SHEET 10 OF 40 FOR:
- LEGEND
 - HORIZONTAL DATUM
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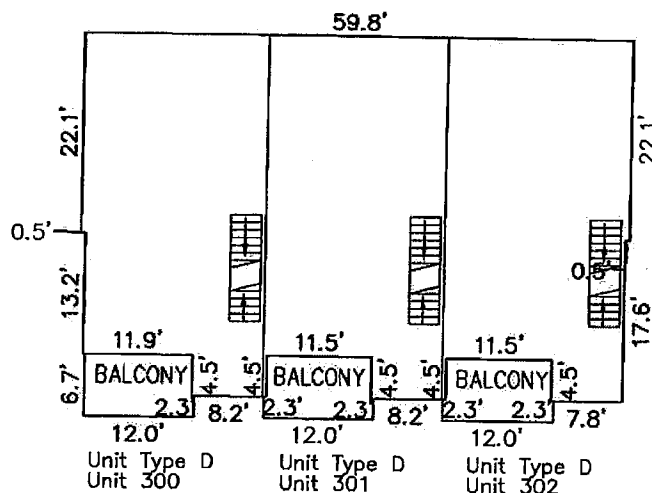


SCALE: 1"=20'

CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

BUILDING 3



2 Overall Floor Plan - 2nd Floor
SCALE: 1"=20'

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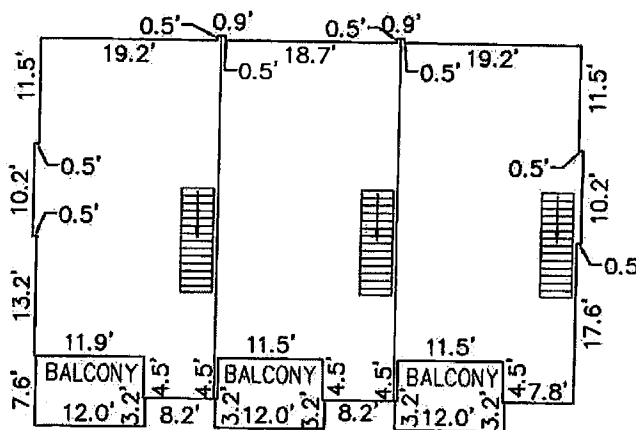
OFFICE: 818 MORROW STREET, AUSTIN

PHONE: 512 879 4150

INFO@JSQUAREARCH.COM

BUILDING 3

2,204 S.F. - 3 UNITS



Unit Type D Unit 300 Unit Type D Unit 301 Unit Type D Unit 302

3 Overall Floor Plan - 3rd Floor
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 40 FOR:

- a. LEGEND
- b. HORIZONTAL DATUM
- c. LINE AND CURVE TABLES

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY

DATE: JULY 3, 2018

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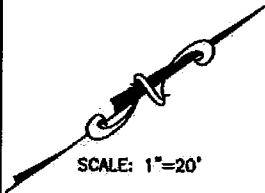

Landmark
SURVEYING, LP

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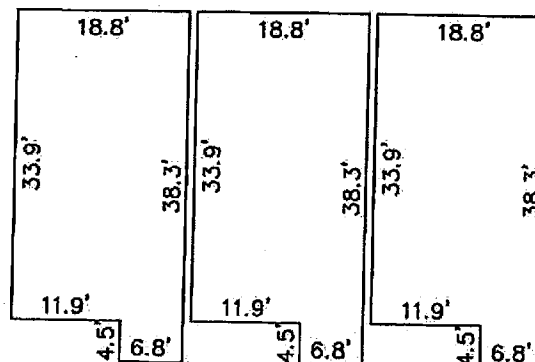
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CONDOMINIUM PLAT
2.210 ACRES**

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

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BUILDING 3



Unit Type D
Unit 300

Unit Type D
Unit 301

Unit Type D
Unit 302

1 Unit Floor Plan -- 1st Floor
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 40 FOR:

- a. LEGEND
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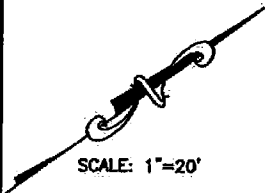

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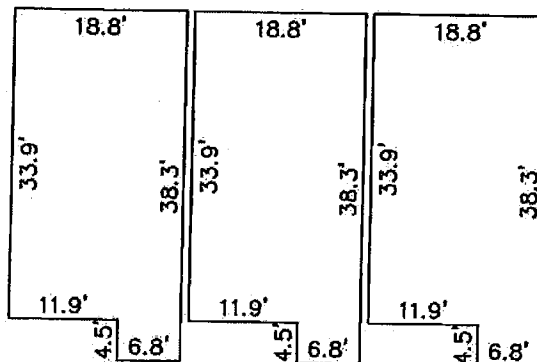


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CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

BUILDING 3



Unit Type D
Unit 300

Unit Type D
Unit 301

Unit Type D
Unit 302

2 Unit Floor Plans - 2nd Floor
SCALE: 1"=20'

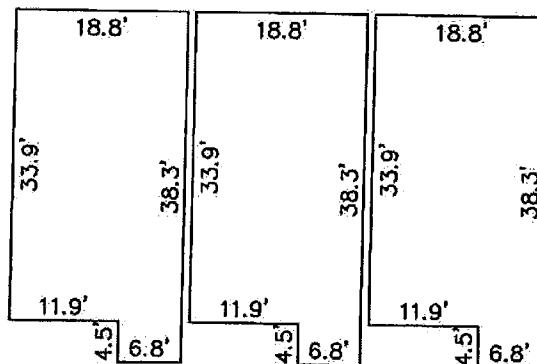
BUILDING 3

2,204 S.F. - 3 UNITS

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BUILDING 3



Unit Type D
Unit 300

Unit Type D
Unit 301

Unit Type D
Unit 302

3 Unit Floor Plans - 3rd Floor
SCALE: 1"=20'

NOTE

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- LEGEND
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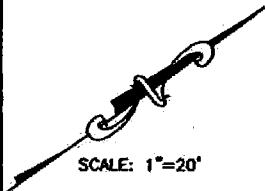
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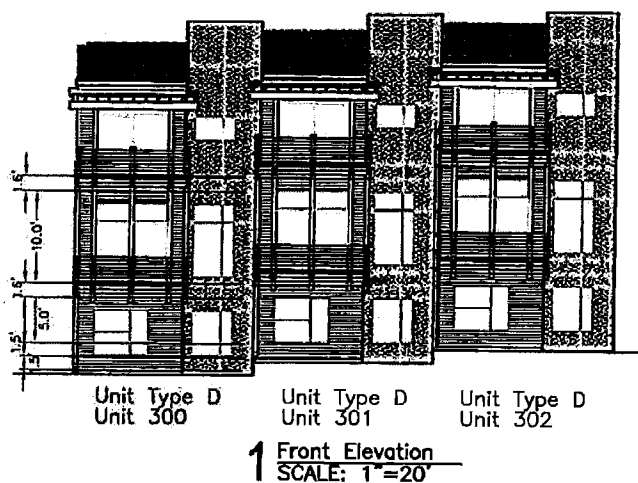
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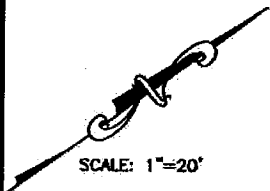
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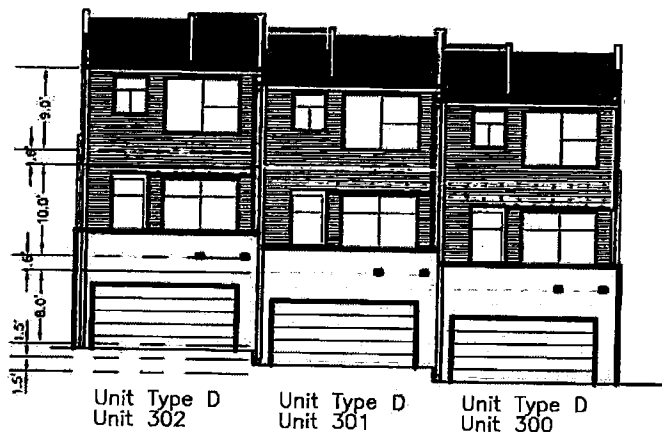
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OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

BUILDING 3



2 Rear Elevation
SCALE: 1"=20'

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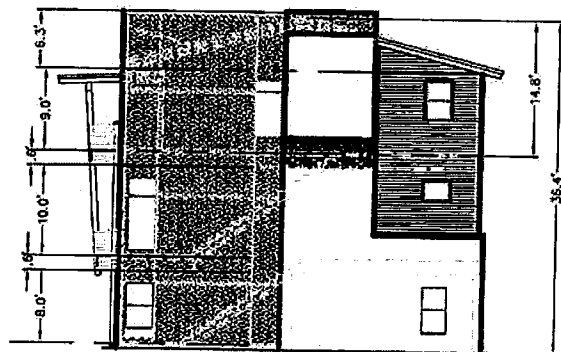
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BUILDING 3

2,204 S.F. - 3 UNITS

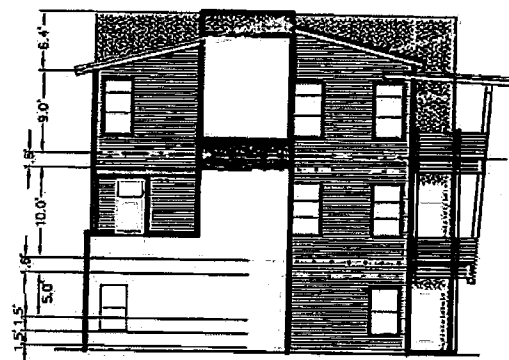


1 Right Elevation
SCALE: 1"=20'

NOTE

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- b. HORIZONTAL DATUM
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2 Left Elevation
SCALE: 1"=20'

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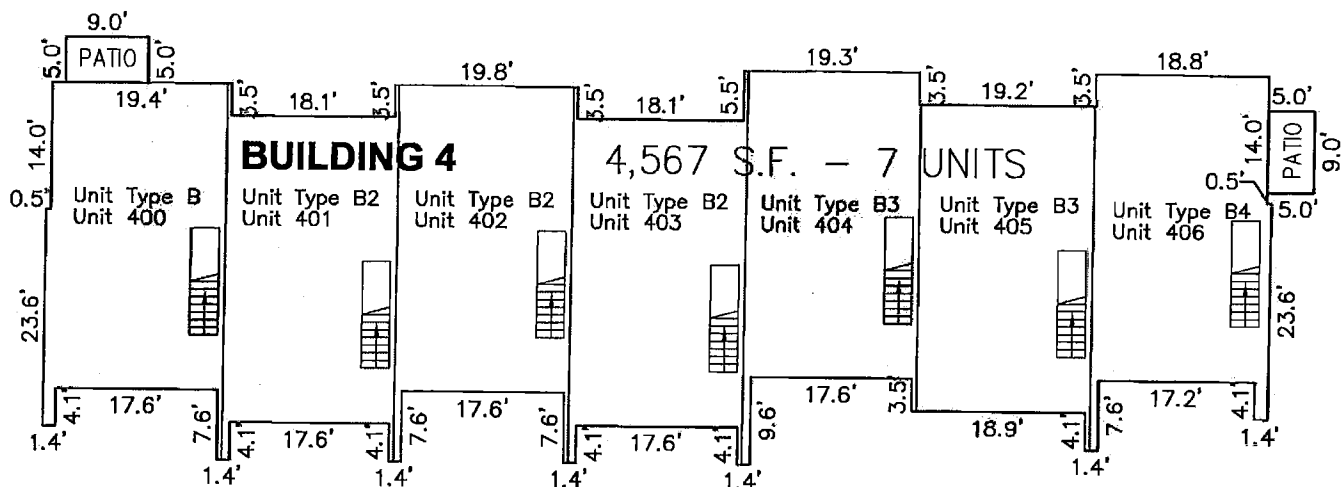
CLAWSON RIDGE CONDOMINIUMS

CONDOMINIUM PLAT

2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'



1 Overall Floor Plan - 1st Floor
SCALE: 1"=20'

ARCHITECTURAL PLANS

ALL ARCHITECTURAL PLANS INCLUDING FLOOR PLANS,
UNITS AND ELEVATION PLANS WERE PROVIDED BY:
"J. SQUARE ARCHITECTURE"
OFFICE: 818 MORROW STREET, AUSTIN
PHONE: 512 879 4150
INFO@JSQUAREARCH.COM

NOTE

- SEE SHEET 10 OF 40 FOR:
- LEGEND
 - HORIZONTAL DATUM
 - LINE AND CURVE TABLES

Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00

2205 East 5th STREET

AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY

DATE: JULY 3, 2018

OFFICE: M.BOUADI

CREW: S.SHREIDER, K.DUNN, A.SILVA

F.B.: 1553/40-44

JOB #: 1309-01-03

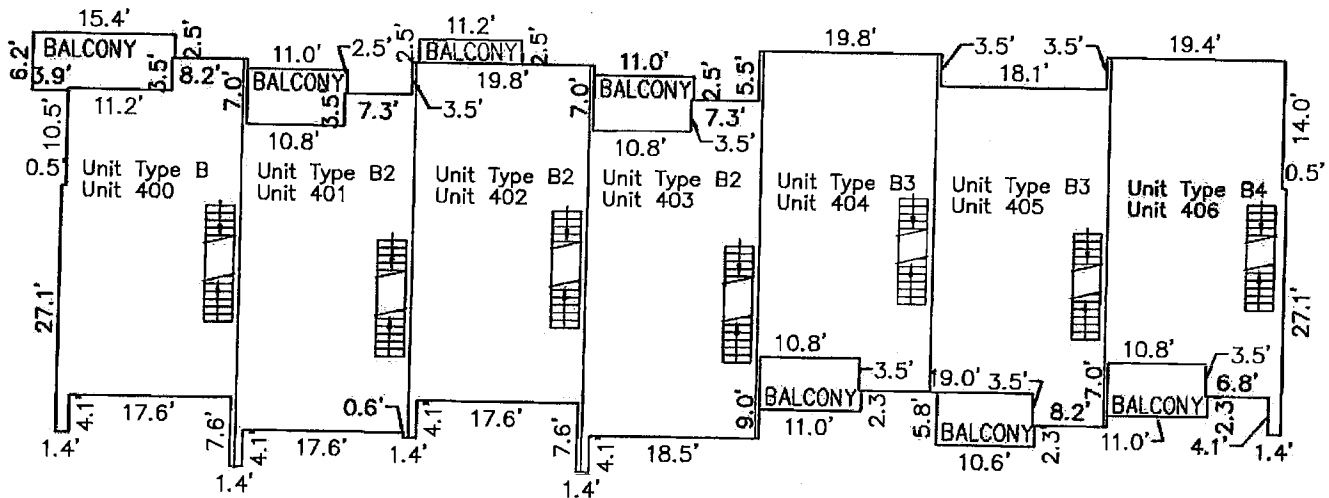
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CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

BUILDING 4



2 Overall Floor Plan - 2nd Floor
SCALE: 1"=20'

ARCHITECTURAL PLANS

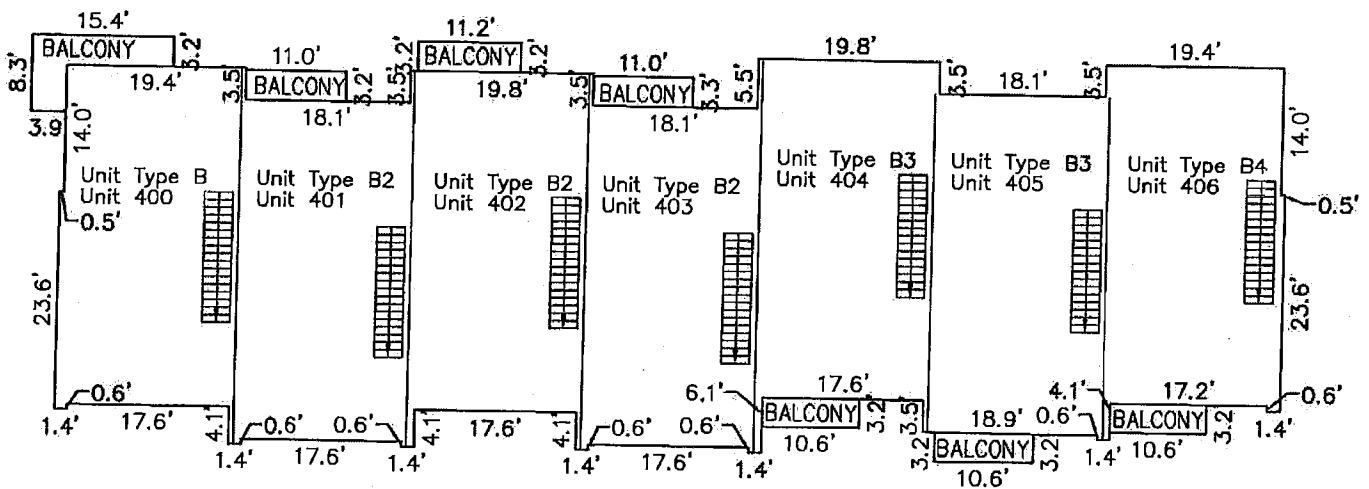
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3 Overall Floor Plan - 3rd Floor
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 40 FOR:

- LEGEND
- HORIZONTAL DATUM
- LINE AND CURVE TABLES

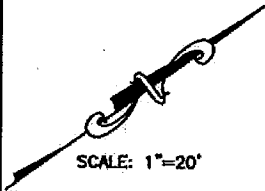

Landmark
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SCALE: 1"=20'

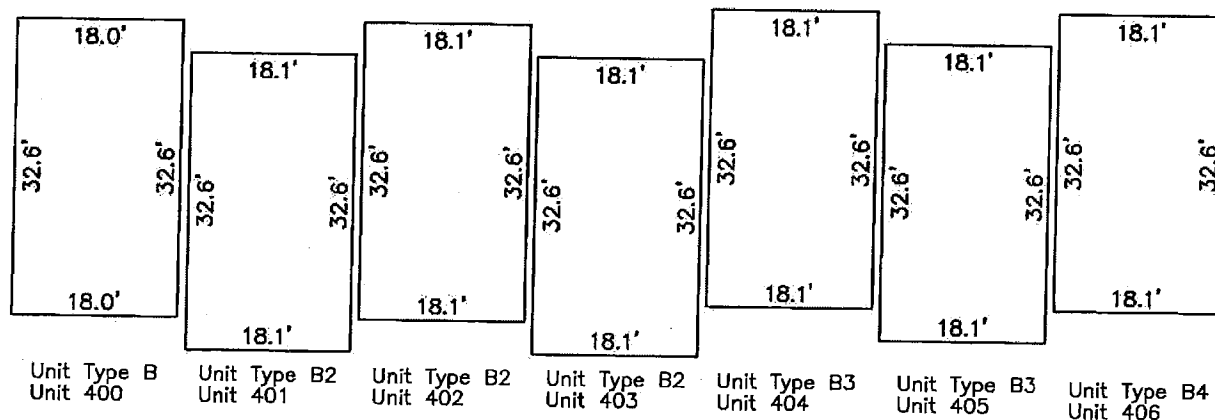
CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

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BUILDING 4



1 Unit Floor Plan - 1st Floor
SCALE: 1"=20'

NOTE

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F.B.: 1553/40-44
JOB #: 1309-01-03
DISK: T:\WINSTEAD\Clawson Ridge Cond\Land Draw\Grid-Staff\CONDO PHASE 2-EXTENSION\Claw. Rid. Cond-Ph 2-Final-Bldgs 2-3-Final.dwg

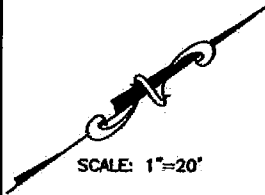


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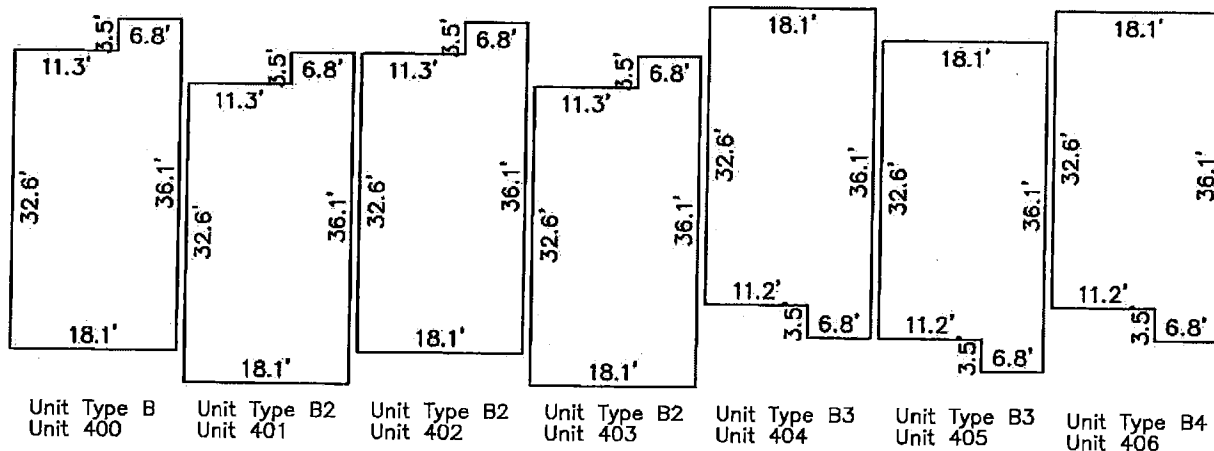


CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM PLAT
2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
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SCALE: 1"=20'

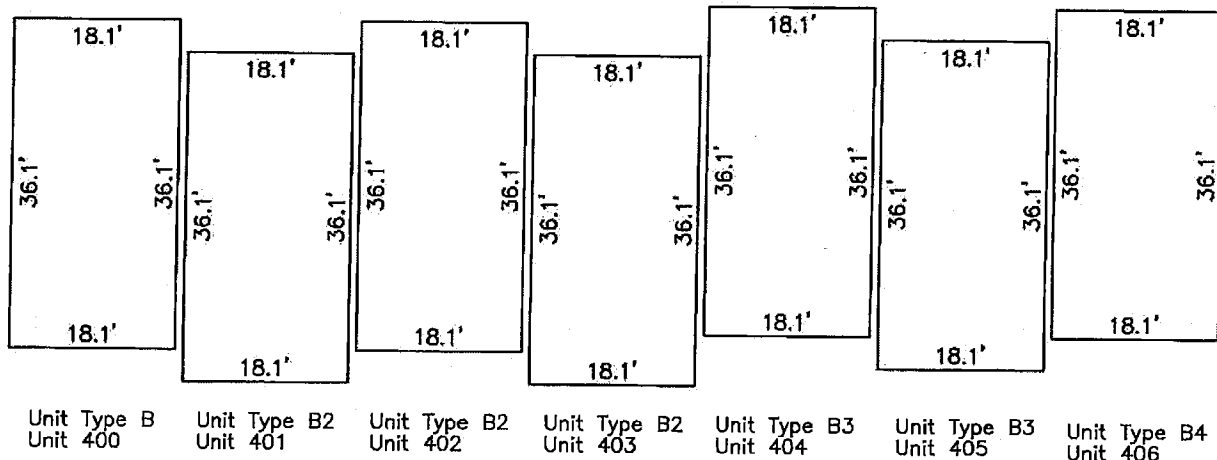
BUILDING 4



2 Unit Floor Plans - 2nd Floor
SCALE: 1"=20'

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3 Unit Floor Plans - 3rd Floor
SCALE: 1"=20'

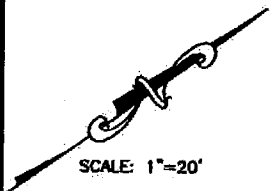
NOTE

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TEXAS FIRM REGISTRATION NO. 100727-00
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CONDOMINIUM PLAT
2.210 ACRES

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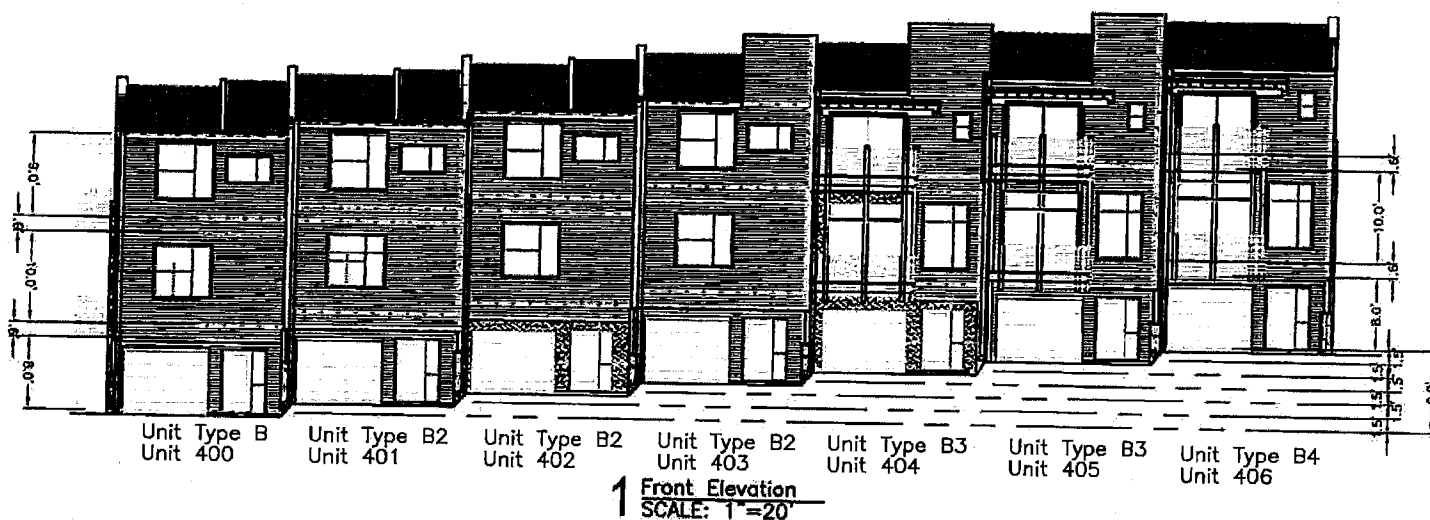
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BUILDING 4



NOTE

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CLAWSON RIDGE CONDOMINIUMS

CONDOMINIUM PLAT

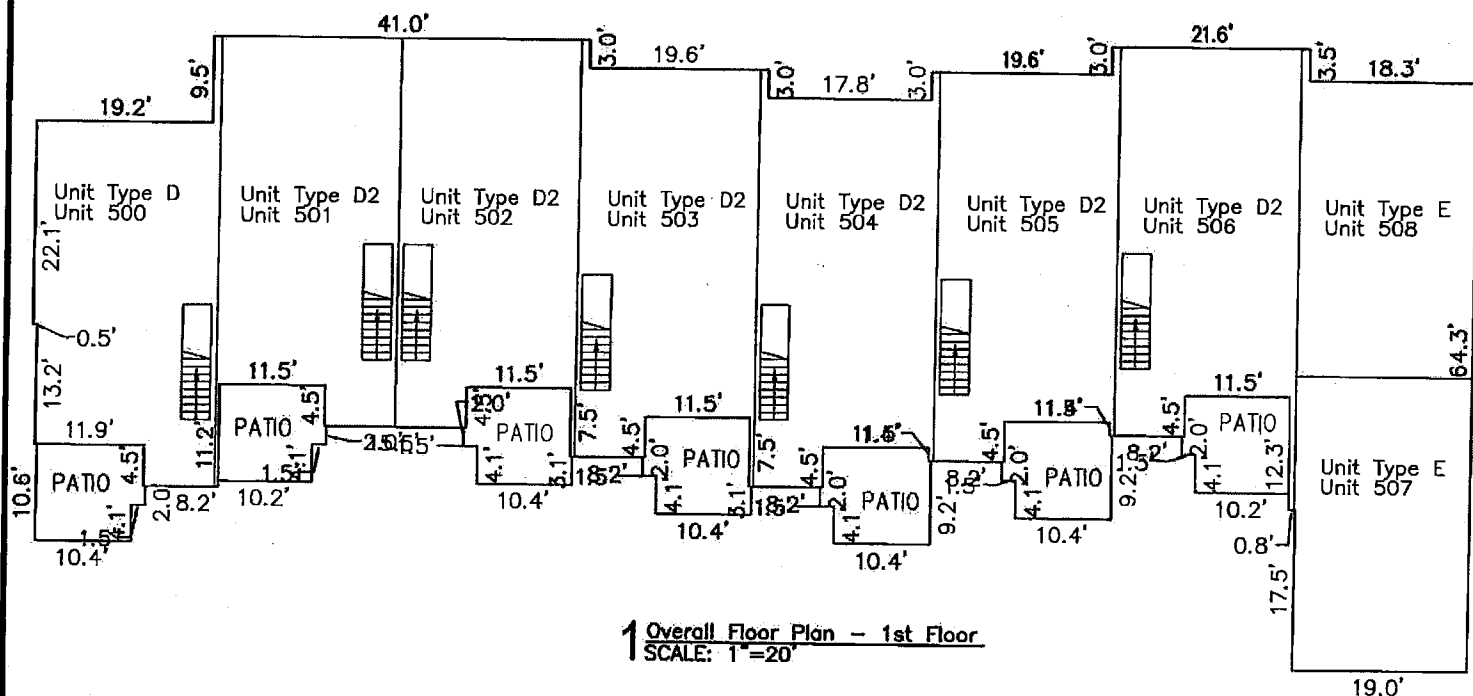
2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

BUILDING 5

6,632 S.F. - 9 UNITS



ARCHITECTURAL PLANS

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NOTE

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a. LEGEND
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c. LINE AND CURVE TABLES

Landmark
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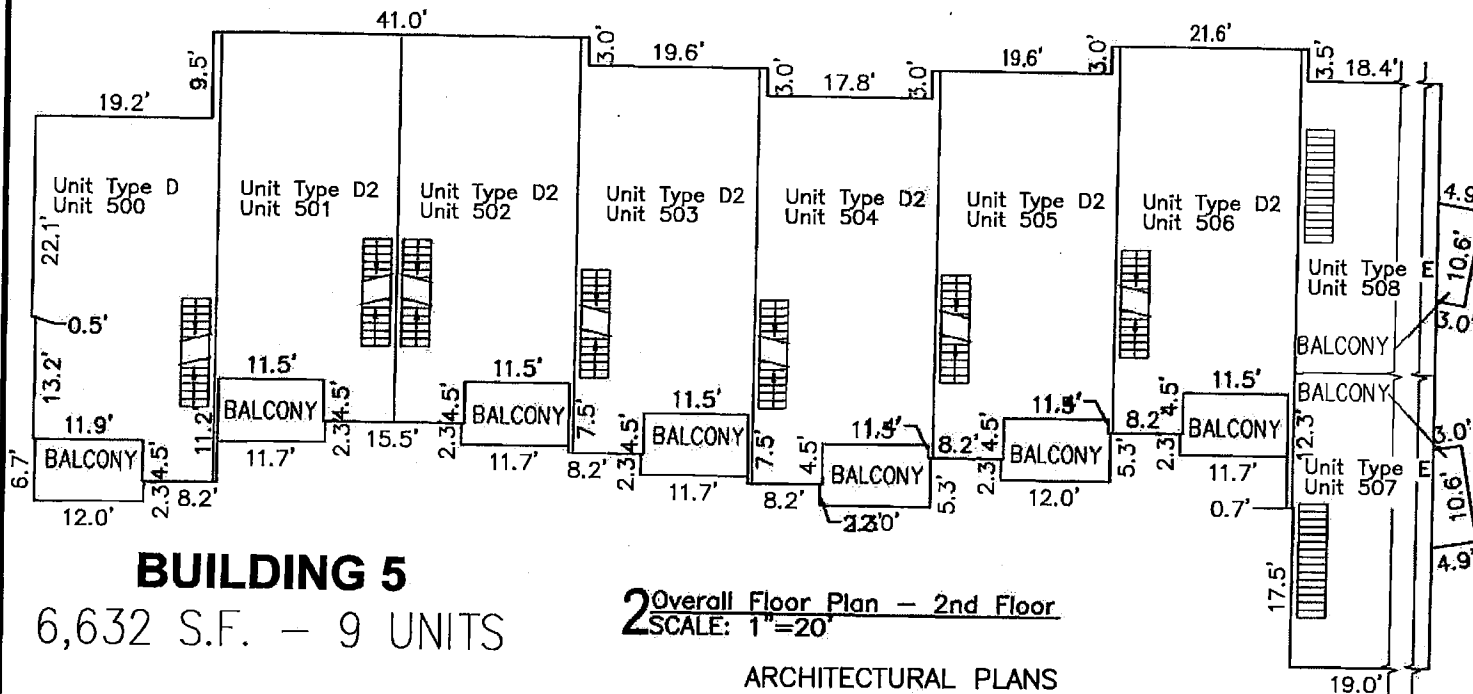
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OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
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SCALE: 1"=20'



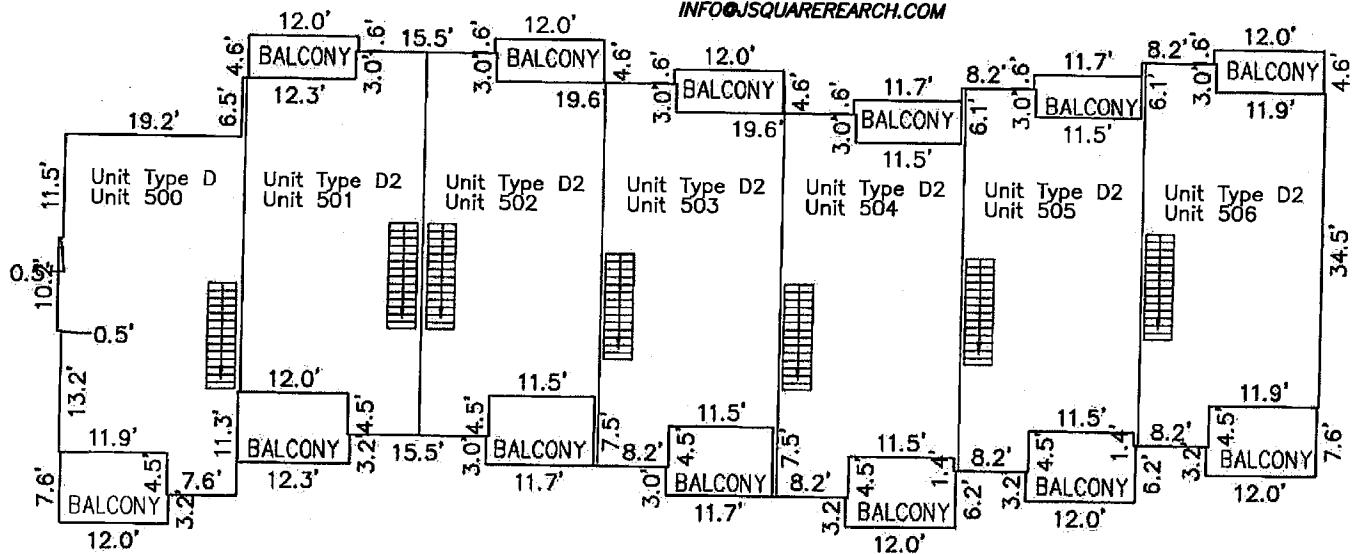
BUILDING 5

6,632 S.F. - 9 UNITS

2 Overall Floor Plan - 2nd Floor
SCALE: 1"=20'

ARCHITECTURAL PLANS

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3 Overall Floor Plan - 3rd Floor
SCALE: 1"=20'

NOTE

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PAGE 30 OF 40

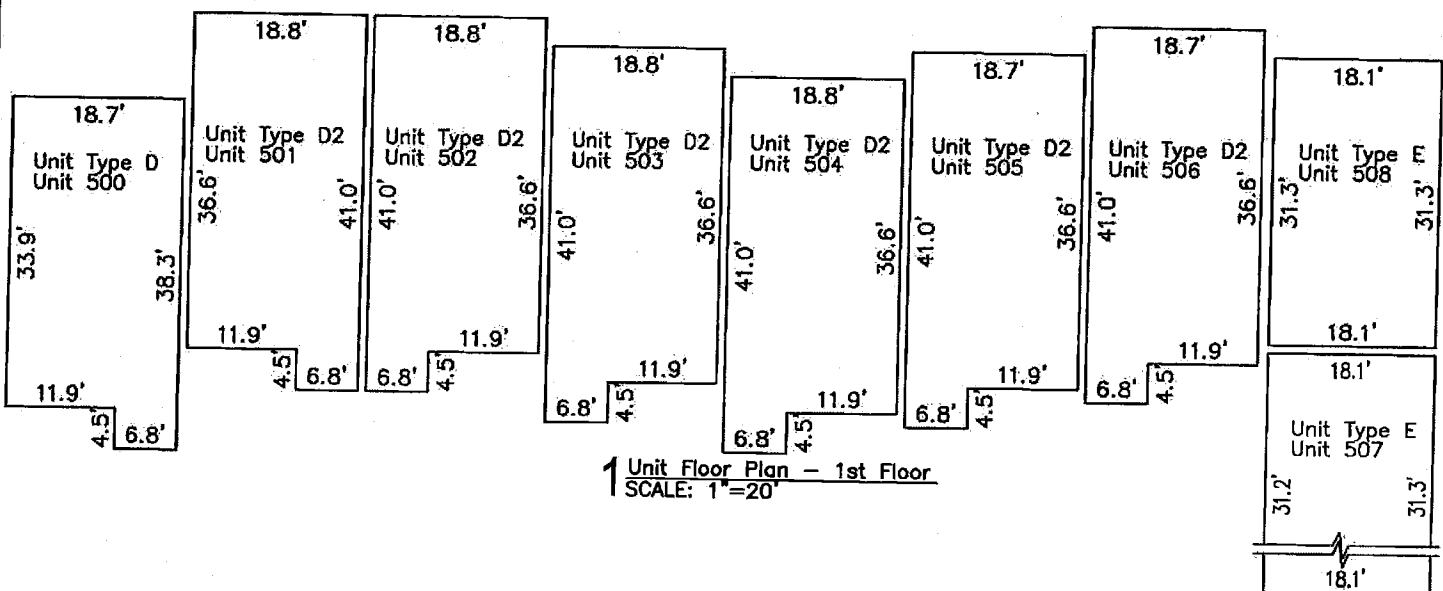

Landmark
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TEXAS FIRM REGISTRATION NO. 100727-00
2205 East 5th STREET
AUSTIN, TEXAS 78702
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CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

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BUILDING 5 6,632 S.F. - 9 UNITS



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Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00

2205 East 5th STREET

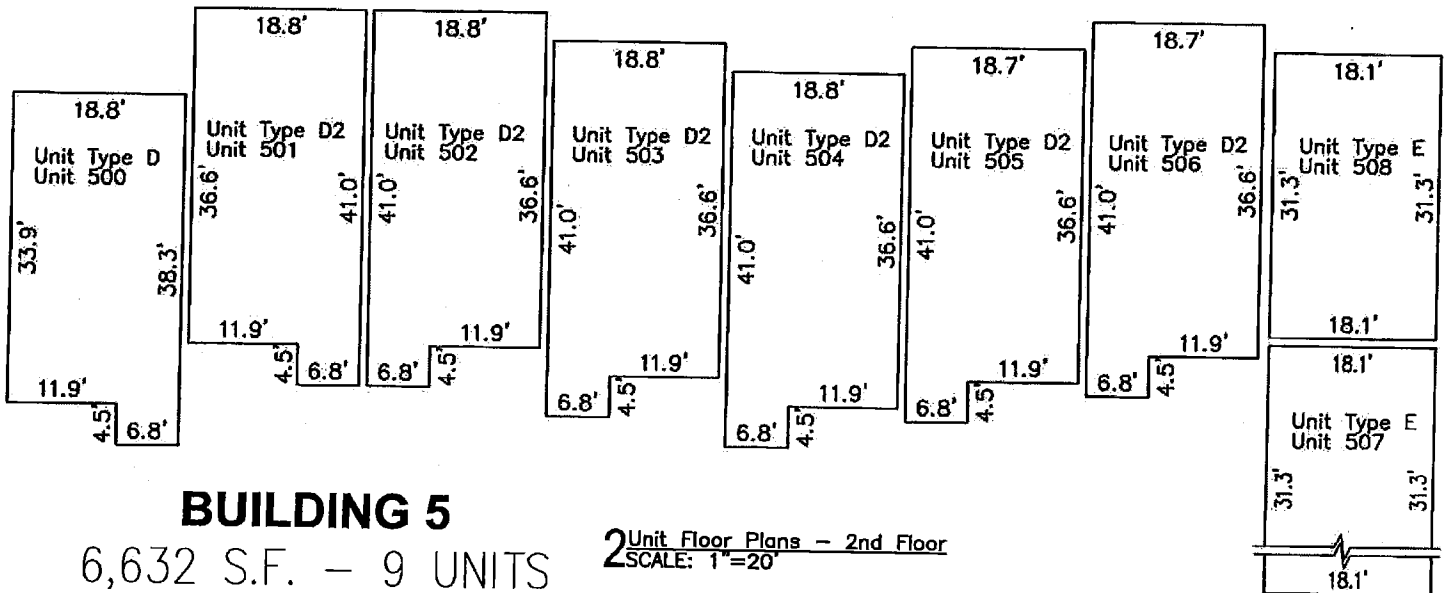
AUSTIN, TEXAS 78702

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OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
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SCALE: 1"=20'

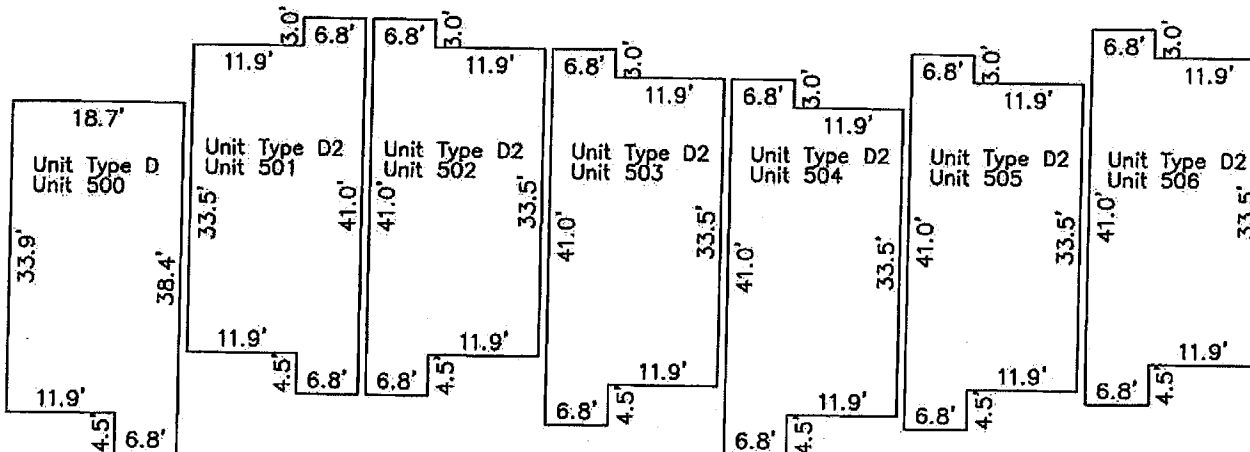


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NOTE

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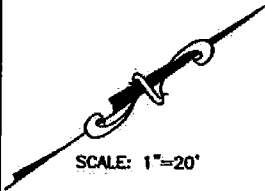
Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00

2205 East 5th STREET

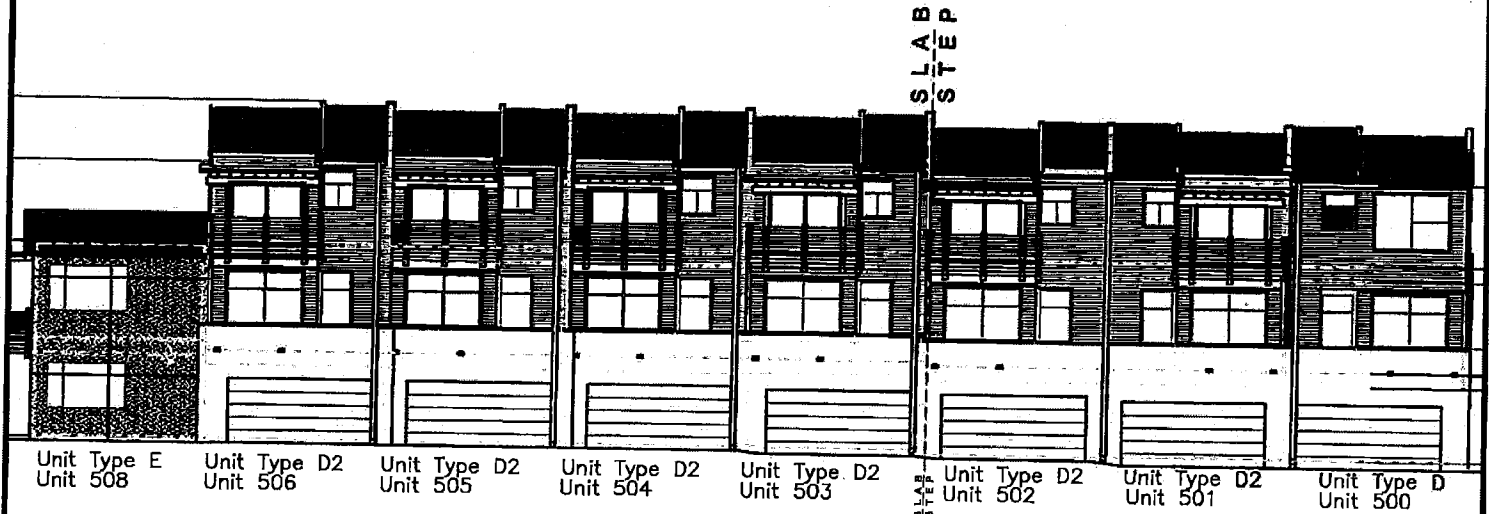
AUSTIN, TEXAS 78702

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CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

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(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)



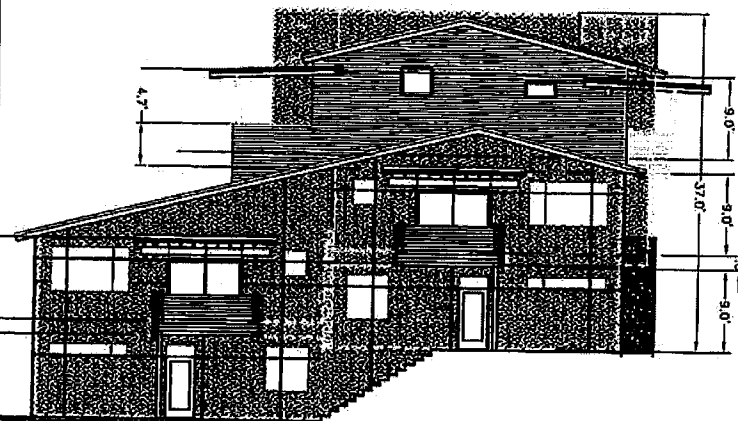
BUILDING 5

6,632 S.F. - 9 UNITS

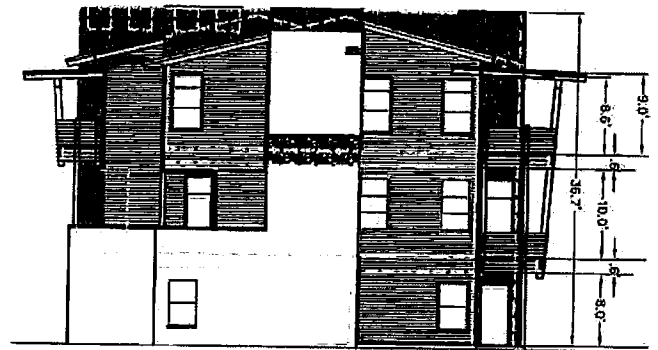
2 Rear Elevation
SCALE: 1"=20'

ARCHITECTURAL PLANS

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1 Right Elevation
SCALE: 1"=20'



2 Left Elevation
SCALE: 1"=20'

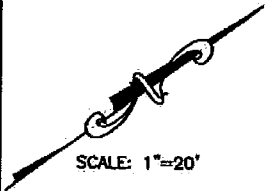
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PAGE 33 OF 40


Landmark
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PH: (512)328-7411 FAX: (512)328-7413



SCALE: 1"=20'

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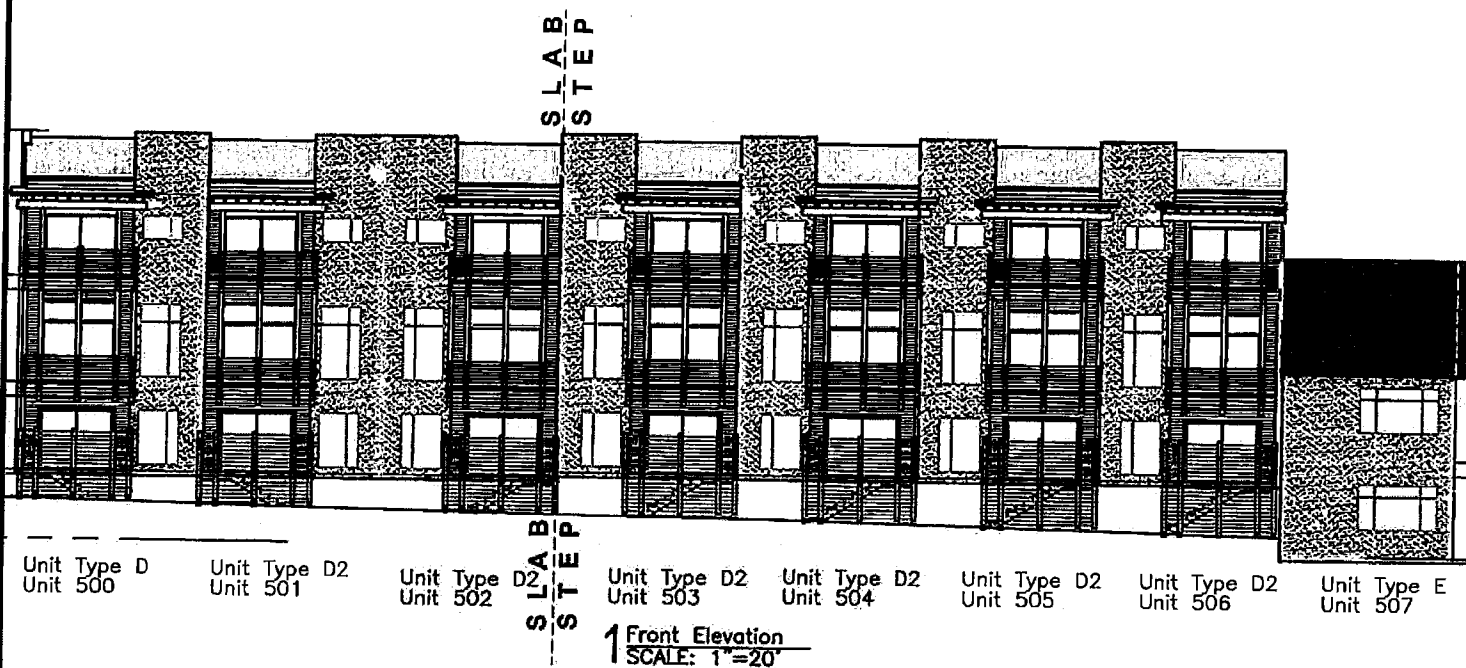
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BUILDING 5

6,632 S.F. - 9 UNITS



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Landmark
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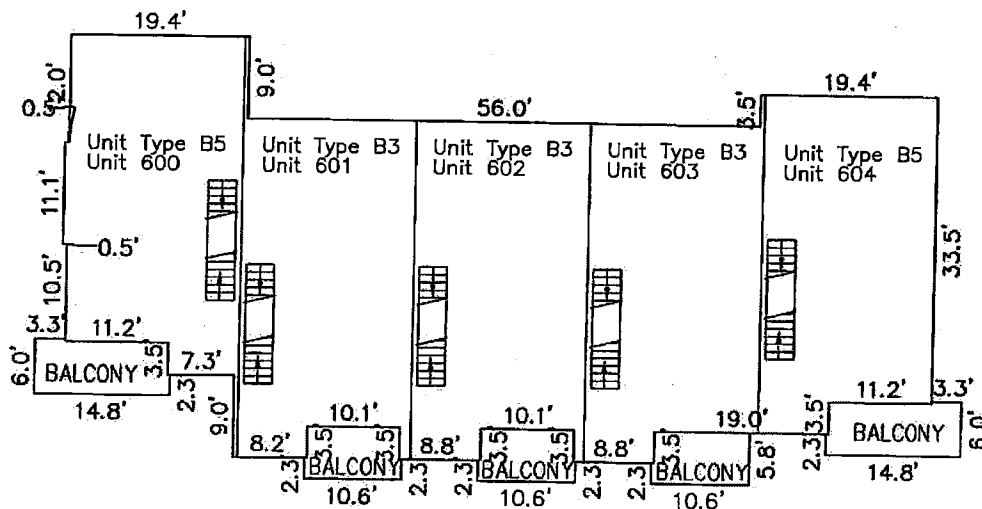
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(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'



2 Overall Floor Plan -- 2nd Floor
SCALE: 1"=20'

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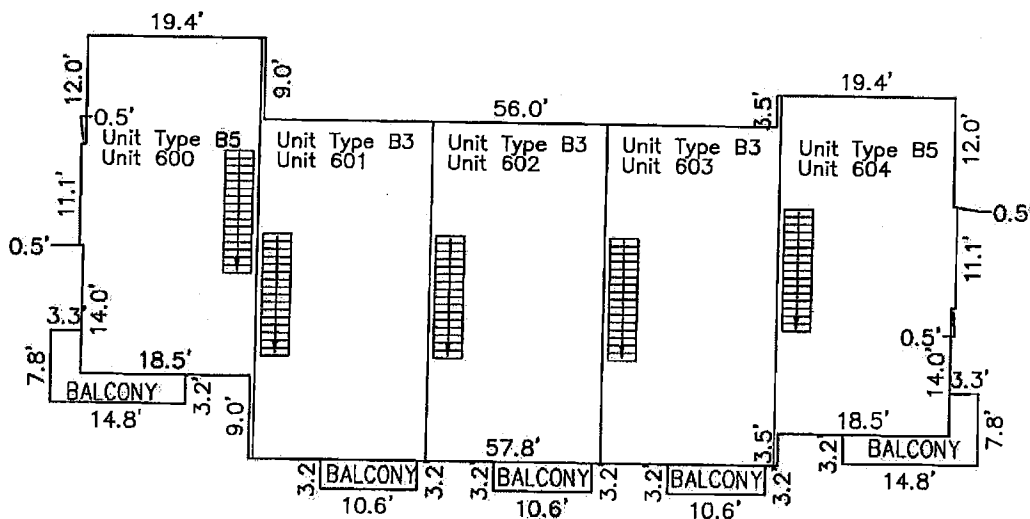
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BUILDING 6

3,223 S.F. - 5 UNITS



3 Overall Floor Plan -- 3rd Floor
SCALE: 1"=20'

NOTE

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CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY

DATE: JULY 3, 2018

OFFICE: M.BOUADI

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F.B.: 1553/40-44

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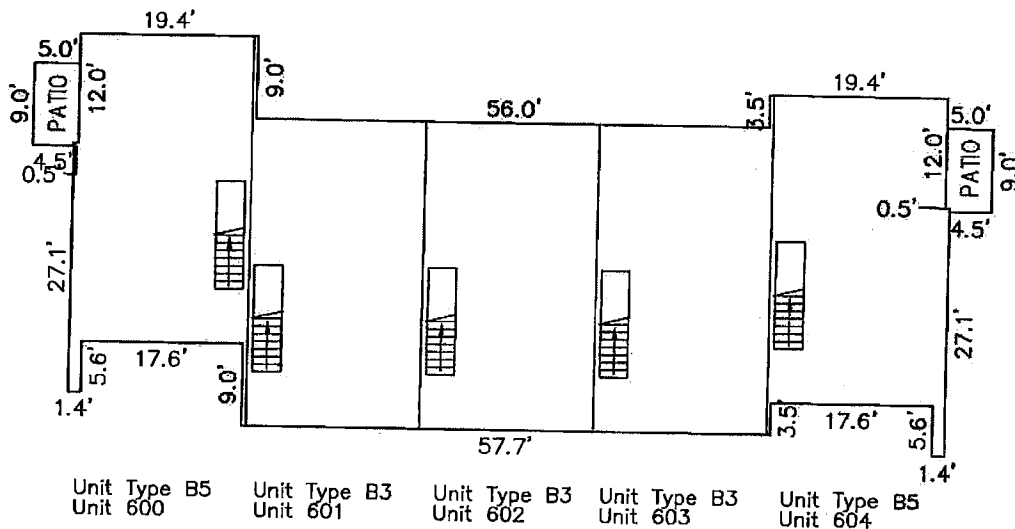
OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
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SCALE: 1"=20'

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BUILDING 6 3,223 S.F. – 5 UNITS



1 Overall Floor Plan – 1st Floor
SCALE: 1"=20'

NOTE

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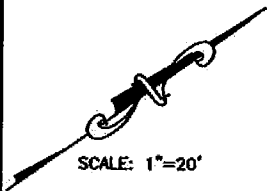
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SCALE: 1"=20'

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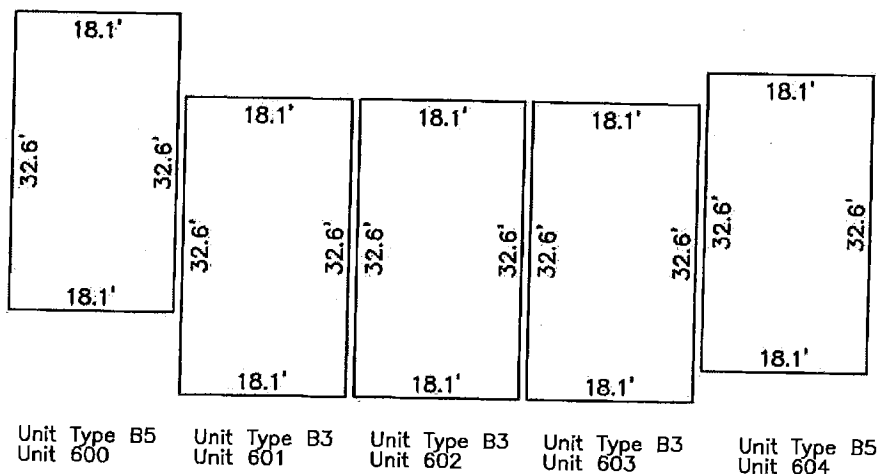
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BUILDING 6

3,223 S.F. - 5 UNITS



Unit Type B5
Unit 600

Unit Type B3
Unit 601

Unit Type B3
Unit 602

Unit Type B3
Unit 603

Unit Type B5
Unit 604

1 Unit Floor Plan - 1st Floor
SCALE: 1"=20'

NOTE

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F.B.: 1553/40-44

JOB #: 1309-01-03

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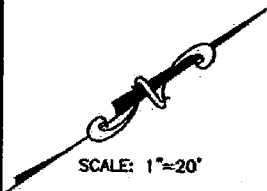

Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00

2205 East 5th STREET

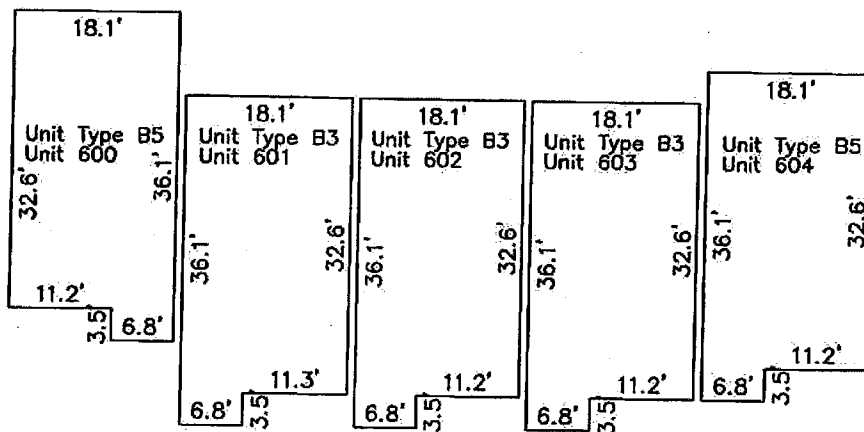
AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413



CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM PLAT
2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)



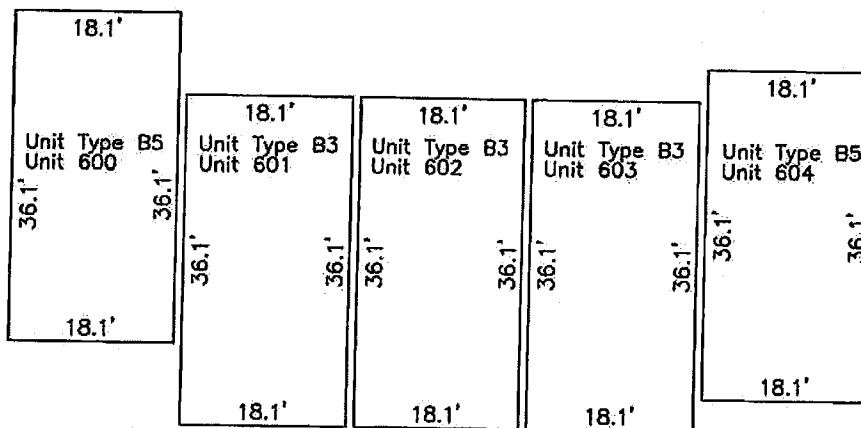
2 Unit Floor Plans - 2nd Floor
SCALE: 1"=20'

ARCHITECTURAL PLANS

ALL ARCHITECTURAL PLANS INCLUDING FLOOR PLANS,
UNITS AND ELEVATION PLANS WERE PROVIDED BY:
"J. SQUARE ARCHITECTURE"
OFFICE: 818 MORROW STREET, AUSTIN
PHONE: 512 879 4150
INFO@JSQUAREARCH.COM

BUILDING 6

3,223 S.F. - 5 UNITS



3 Unit Floor Plans - 3rd Floor
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 40 FOR:

- a. LEGEND
- b. HORIZONTAL DATUM
- c. LINE AND CURVE TABLES

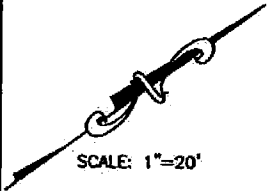
CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY
DATE: JULY 3, 2018
OFFICE: M.BOUADI
CREW: S.SHREIDER, K.DUNN, A.SILVA
F.B.: 1553/40-44
JOB #: 1309-01-03
DISK: T:\WINSTEAD\Clawson Ridge Cond\Land Draw\Grid-Staff\CONDO PHASE 2-EXTENSION\Claw. Rid. Cond-Ph 2-Final-Bldgs 2-3-Final.dwg



TEXAS FIRM REGISTRATION NO. 100727-00

2205 East 5th STREET
AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413



SCALE: 1"=20'

CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

ARCHITECTURAL PLANS

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UNITS AND ELEVATION PLANS WERE PROVIDED BY:

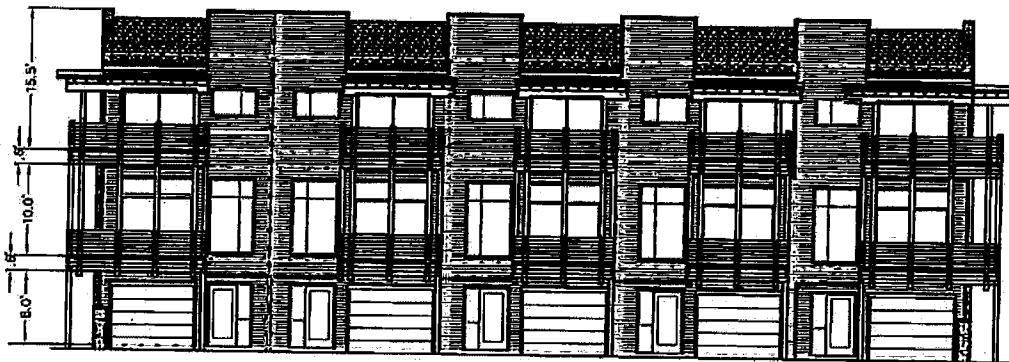
"J. SQUARE ARCHITECTURE"

OFFICE: 818 MORROW STREET, AUSTIN

PHONE: 512 879 4150

INFO@JSQUAREREARCH.COM

BUILDING 6 3,223 S.F. - 5 UNITS



1 Front Elevation
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 40 FOR:

- a. LEGEND
- b. HORIZONTAL DATUM
- c. LINE AND CURVE TABLES

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY

DATE: JULY 3, 2018

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TEXAS FIRM REGISTRATION NO. 100727-00

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CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT

2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 16 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'



Unit Type B5
Unit 604

Unit Type B3
Unit 603

Unit Type B3
Unit 602

Unit Type B3
Unit 601

Unit Type B5
Unit 600

2 Rear Elevation
SCALE: 1"=20'

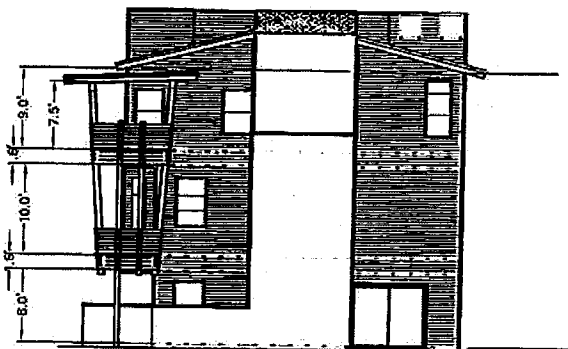
ARCHITECTURAL PLANS

ALL ARCHITECTURAL PLANS INCLUDING FLOOR PLANS,
UNITS AND ELEVATION PLANS WERE PROVIDED BY:

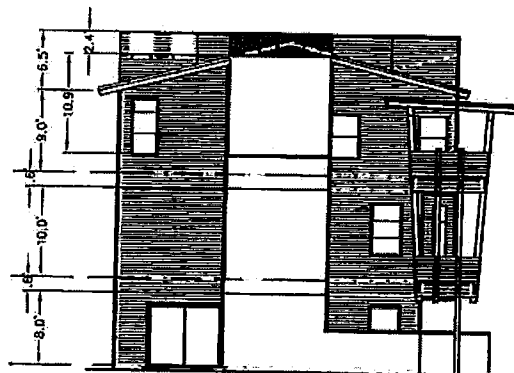
"J. SQUARE ARCHITECTURE"
OFFICE: 818 MORROW STREET, AUSTIN
PHONE: 512 879 4150
INFO@JSQUAREARCH.COM

BUILDING 6

3,223 S.F. - 5 UNITS



1 Right Elevation
SCALE: 1"=20'



2 Left Elevation
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 40 FOR:

- LEGEND
- HORIZONTAL DATUM
- LINE AND CURVE TABLES

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY
DATE: JULY 3, 2018
OFFICE: M.BOUADI
CREW: S.SHREIDER, K.DUNN, A.SILVA
F.B.: 1553/40-44
JOB #: 1309-01-03
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PAGE 40 OF 40

Landmark
SURVEYING, LP

TEXAS FIRM REGISTRATION NO. 100727-00

2205 East 5th STREET
AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

EXHIBIT B

ATTACHMENT 3

SCHEDULE OF ALLOCATED INTERESTS

COMMON INTEREST ALLOCATION AND COMMON EXPENSE LIABILITY

<u>Plan Type Groups</u>	<u>Units</u>	<u>Square Footage Range of Units Within Plan Type Group</u>	<u>Common Interest Allocation (Per Each Unit Assigned to Plan Type Group)</u>	<u>Common Expense Liability Allocation</u>
A	200-203, 300-302, 400-406, 500-506, 600-604	1,425 - 2,000	3.6347%	3.6715%
B	507, 508	950 – 1400	2.2484%	2.2711%
C	-	800 or less	-	-
D	Development Unit	Greater than 2,000	1%	0

General Notes to Development Unit Common Expense Liability

Because the Development Unit is an unbuilt unit with no improvements, it has been determined that the Development Unit shall not be allocated a portion of the Common Expense Liability.

THE COMMON INTEREST ALLOCATION ASSIGNED TO A PARTICULAR UNIT WILL DECREASE AS ADDITIONAL UNITS ARE CREATED AND ADDED TO THE REGIME BY THE DECLARANT.

THIRD AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF CONDOMINIUM REGIME
FOR CLAWSON RIDGE CONDOMINIUMS

BUILDING LCE ALLOCATION

**BUILDING LCE ALLOCATION –
BUILDING 5**

<u>Units</u>	<u>Building LCE Allocation</u>
500	11.76%
501	12.33%
502	12.33%
503	12.33%
504	12.33%
505	12.33%
506	12.33%
507	7.13%
508	7.13%
Total	100%

**BUILDING LCE ALLOCATION –
BUILDING 6**

<u>Units</u>	<u>Building LCE Allocation</u>
600	21.77%
601	18.82%
602	18.82%
603	18.82%
604	21.77%
Total	100%

THIRD AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF CONDOMINIUM REGIME
FOR CLAWSON RIDGE CONDOMINIUMS

BUILDING LCE ALLOCATION –
BUILDING 4

<u>Units</u>	<u>Building LCE Allocation</u>
400	15.70%
401	13.70%
402	13.70%
403	13.70%
404	13.70%
405	13.70%
406	15.78%
Total	100%

BUILDING LCE ALLOCATION –
BUILDING 2

<u>Units</u>	<u>Building LCE Allocation</u>
200	25.00%
201	25.00%
202	25.00%
203	25.00%
Total	100%

THIRD AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF CONDOMINIUM REGIME
FOR CLAWSON RIDGE CONDOMINIUMS

<u>BUILDING LCE ALLOCATION - BUILDING 3</u>	
<u>Units</u>	<u>Building LCE Allocation</u>
300	33.33%
301	33.33%
302	33.33%
Total	100%

THE BUILDING LCE ASSIGNED TO A PARTICULAR UNIT WILL NOT CHANGE IF ADDITIONAL UNITS ARE CREATED AND ADDED TO THE REGIME BY THE DECLARANT.

THIRD AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF CONDOMINIUM REGIME
FOR CLAWSON RIDGE CONDOMINIUMS

4825-2854-0269v.1
53781-4 7/12/2018



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

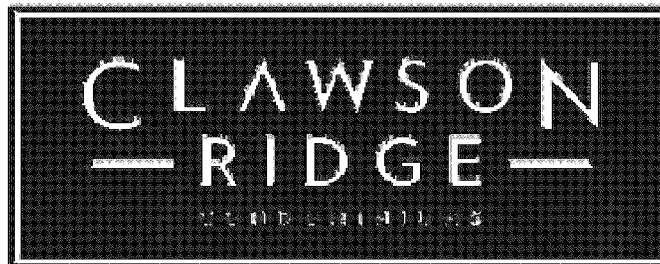
July 12 2018 04:43 PM

FEE: \$ 218.00 2018109871



AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM



**FOURTH AMENDMENT TO AMENDED
AND RESTATED DECLARATION OF
CONDOMINIUM REGIME
FOR CLAWSON RIDGE CONDOMINIUMS
(A Residential Condominium Project in Travis County, Texas)**

ADDING UNITS 110, 111, 112, 113, 114, 115, 120, 121, 122, 123 AND 124

DECLARANT: CW-AVERY, LLC, a Texas limited liability company

Cross reference to that certain Amended and Restated Declaration of Condominium Regime for Clawson Ridge Condominiums recorded under Document No. 2017128504, Official Public Records of Travis County, Texas, as amended.

FOURTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME FOR CLAWSON RIDGE CONDOMINIUMS

This Fourth Amendment to Amended and Restated Declaration of Condominium Regime for Clawson Ridge Condominiums (the “**Amendment**”) is made by CW-AVERY, LLC, a Texas limited liability company (“CW-Avery”), and is as follows:

RECITALS:

A. The Clawson Ridge Condominiums, a residential condominium project (the “**Regime**”), located in Travis County, Texas, was established pursuant to that certain Amended and Restated Declaration of Condominium Regime for Clawson Ridge Condominiums recorded under Document No. 2017128504, Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Amended and Restated Declaration of Condominium Regime for Clawson Ridge Condominiums recorded under Document No. 2018005181, Official Public Records of Travis County, Texas, as amended by that certain Second Amendment to Amended and Restated Declaration of Condominium Regime for Clawson Ridge Condominiums recorded under Document No. 2018045056, Official Public Records of Travis County, Texas, and as amended by that certain Third Amendment to Amended and Restated Declaration of Condominium Regime for Clawson Ridge Condominiums recorded under Document No. 2018109871, Official Public Records of Travis County, Texas (collectively, the “**Declaration**”).

B. Pursuant to the terms and provision of that certain Partial Assignment of Declarant’s Rights [Clawson Ridge Condominiums], recorded as Document No. 2017133930, Official Public Records of Travis County, Texas (the “**Partial Assignment**”), CW-Avery presently holds certain rights as “**Declarant**” under the Declaration. For the purposes of this Amendment, all references herein to the Declarant shall mean and refer to CW-Avery acting in such capacity.

C. Pursuant to *Provisions A.3.7(ii) and (iii) and A.3.8(iv) and (v)* of Appendix “A” to the Declaration, during the Development Period, Declarant may amend the Declaration unilaterally and without the consent of other Owners or any mortgagee to create Units, General Common Elements and Limited Common Elements within the Property, and to subdivide Units, in the exercise of statutory Development Rights.

D. The “**Development Period**”, as such term is defined in the Declaration, is a seven (7) year period commencing on the date the Declaration was recorded in the Official Public

Records of Travis County, Texas. The Declaration was recorded in the Official Public Records of Travis County, Texas, on August 10, 2017; therefore, the Development Period is still in effect.

E. Declarant now desires to amend the Declaration as provided herein.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. **Subdivision of the Development Unit and Creation of Units.** In accordance with the rights reserved by the Declarant pursuant to *Section 5.1* of the Declaration and *Provisions A.3.7 and A.3.8* of Appendix "A" to the Declaration, Declarant hereby subdivides the remainder of the Development Unit and creates eleven (11) Stacked Units in Building 1, which are designated as Units 110, 111, 112, 113, 114, 115, 120, 121, 122, 123 and 124 (collectively, the "New Units"). The New Units are hereby classified as Units which MUST BE BUILT. The total number of Units in the Regime after giving effect to this Amendment is thirty-nine (39), which consists of twenty-eight (28) Townhome Units and eleven (11) Stacked Units. The total number of additional Units which Declarant has reserved the right to create by amendment is equal to zero (0).

2. **Notice to Association Regarding the Development Unit.** To the extent required under the Declaration, this Amendment shall be considered a notice to the Association that Declarant is terminating its right to create additional Townhome Units or Stacked Units by subdividing the Development Unit. Upon Recordation of this Amendment, any remaining portion of the Development Unit not previously subdivided into Townhome Units or Stacked Units shall be automatically converted into General Common Elements in accordance with *Sections 5.9.2 and 5.12* of the Declaration. In accordance with *Section 5.9.2* of the Declaration, the Common Interest Allocation previously assigned to the Development Unit shall be automatically re-allocated to the Townhome Units and the Stacked Units. In accordance with *Section 5.12* of the Declaration, any votes previously assigned to such Development Unit have been reduced by the number of Stacked Units or Townhome Units so created and each Stacked Unit or Townhome Unit so created shall be allocated one (1) vote.

3. **Replacement Attachment "1".** Attachment 1 to the Declaration is hereby deleted in its entirety and the Plat and Plans attached hereto as Exhibit "A" (the "New Plat and Plans") are substituted in their place. The New Plat and Plans: (i) assign an identifying number to all Units and the New Units; and (ii) include the information required by Section 82.059 of the Texas Uniform Condominium Act

4 **Replacement of Attachment "3".** The Schedule of Allocated Interests and Building LCE Allocation allocated to all Units within the Regime, after the addition of the New Units, is set forth on Exhibit "B", attached hereto. Exhibit "B", attached hereto, will supersede and replace Attachment "3" attached to the Declaration.

5. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

EXECUTED to be effective on the date this Amendment is recorded in the Official Public Records of Travis County, Texas.

DECLARANT:

CW-AVERY, LLC, a Texas limited liability company

By: CW-LT Management, LLC, a Texas limited liability company, Its Manager

By: _____

John Cork President

ARIZONA
STATE OF TEXAS §
COUNTY OF MARICOPA §

This instrument was acknowledged before me on the 19 day of December, 2018, by John Cork President of CW-LT Management, LLC, a Texas limited liability company, Manager of CW-AVERY, LLC, a Texas limited liability company, on behalf of such limited liability company.

[seal]

ABO
Notary Public, State of Texas ARIZONA

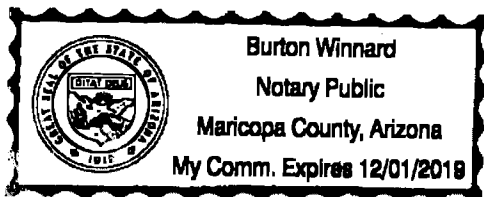


EXHIBIT A

ATTACHMENT 1

[CONDOMINIUM PLAT AND PLANS]

The plats and plans, attached hereto as Attachment 1 contains the information required by the Texas Uniform Condominium Act.

Printed Name: Juan M. Canales, Jr.
RPLS or License No. 4453

SEE NEXT PAGE FOR ORIGINAL CERTIFICATION

FOURTH AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF CONDOMINIUM REGIME
FOR CLAWSON RIDGE CONDOMINIUMS

ATTACHMENT 1

CLAWSON RIDGE CONDOMINIUMS

EXHIBIT "A" CLAWSON RIDGE CONDOMINIUMS

[PLATS AND PLAN] [CERTIFICATION OF SURVEYOR]

THE ATTACHED PLATS AND PLANS, ATTACHED HERETO AS "ATTACHMENT 1" CONTAIN THE INFORMATION REQUIRED BY SECTION 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT, AS APPLICABLE.

PLATS AND PLANS LISTING

PAGE 1

LEGAL DESCRIPTION
TEXAS UNIFORM CONDOMINIUM ACT NOTE
SURVEYOR'S CERTIFICATION

PAGE 2

SITE PLAN AND UNITS IDENTIFICATION

PAGE 3

GENERAL NOTES

PAGE 4

TITLE COMMITMENT NOTE
RESTRICTIVE COVENANTS AND EASEMENTS

PAGES 5-8

UNITS IDENTIFICATION AND BOUNDARY LINES

PAGE 9

SITE PLAN WITH BUILDINGS 1 THROUGH 6

PAGE 10

LEGEND AND LINE TABLE
HORIZONTAL DATUM AND ONSITE BENCHMARK NOTE

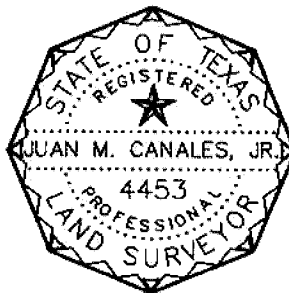
PAGES 11 THROUGH PAGE 46

ALL ARCHITECTURAL PLANS INCLUDING FLOOR PLANS, UNITS
AND ELEVATIONS PLANS OF BUILDINGS 1, 2, 3, 4, 5, AND 6

AS SURVEYED AND MAPPED BY
LANDMARK SURVEYING, LP
TEXAS FIRM REGISTRATION NO. 100727-00

Juan M. Canales, Jr.

JUAN M. CANALES, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4453
DATE: DECEMBER 17, 2018



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COPIES WITHOUT ORIGINAL
SIGNATURES ARE VOID.

REVIEWED BY

Jmc
Initials

12.18.18
Date

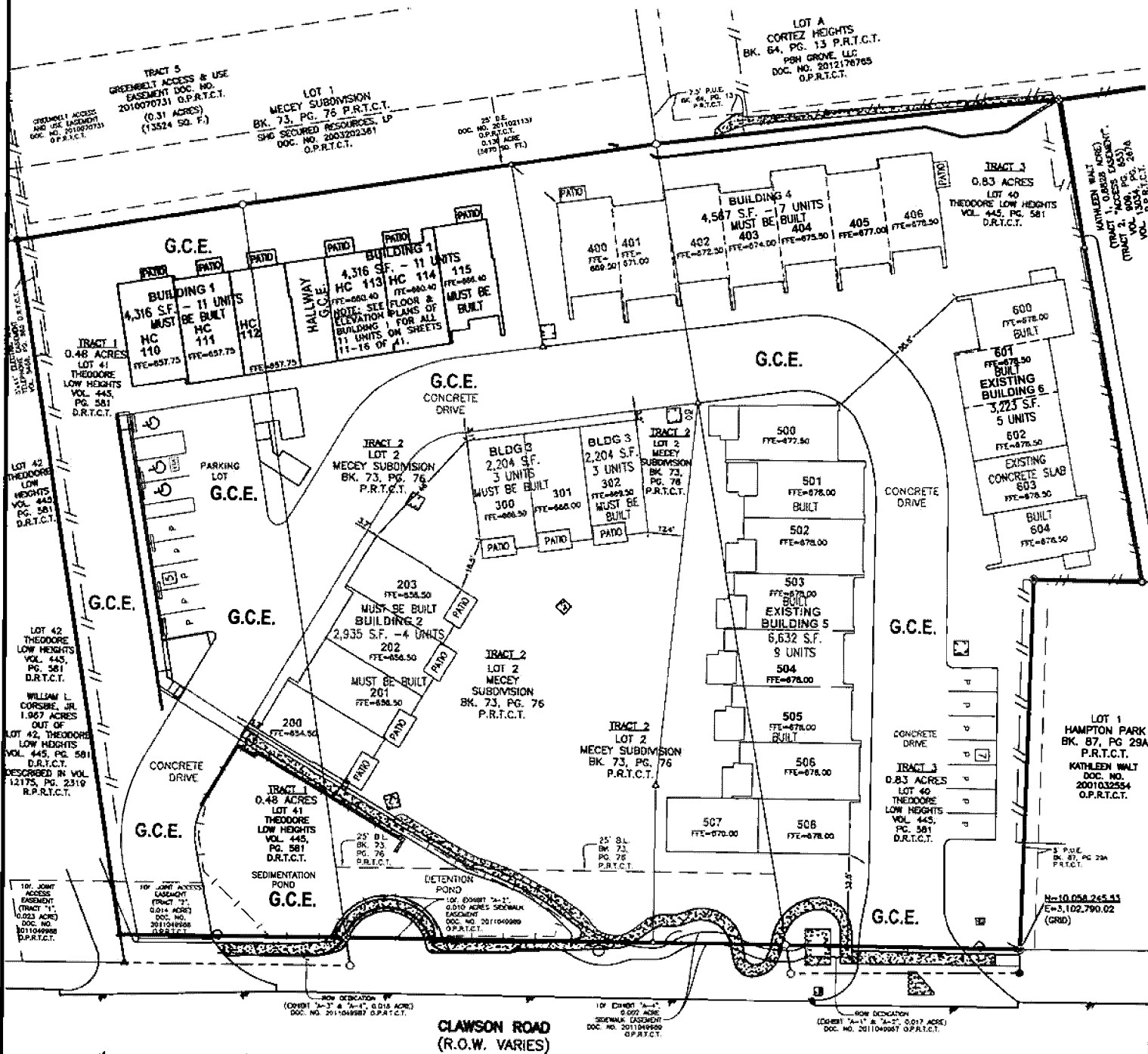

Landmark
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PH: (512)328-7411 FAX: (512)328-7413
TEXAS FIRM REGISTRATION NO. 100727-00

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY
DATE: DECEMBER 17, 2018
OFFICE: M.BOUADI
CREW: S.SHREIBER, K.DUNN, A.SILVA
F.B.: 1553/40-44
JOB #: 1309-01-04
DISK: T:\WINSTEAD\Clawson Ridge Condo\Landmark Drawings\Grid--Staff\Clawson Ridge Condo-Phase 2-Final-Bldg 1_Final.dwg

CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=50'



NOTE

SEE SHEET 10 OF 46 FOR:

- LEGEND
- HORIZONTAL DATUM
- LINE AND CURVE TABLES

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY
DATE: DECEMBER 17, 2018
OFFICE: M.BOUADI
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PAGE 2 OF 46

Landmark
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CLAWSON RIDGE CONDOMINIUMS
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2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

LIMITED COMMON AREA (L.C.E.):

THE PATIOS ATTACHED TO EACH UNIT ARE ASSIGNED TO THE UNITS AS NUMBERED AND SHOWN HEREIN.

GENERAL NOTES:

1. THE CONFIGURATION REPRESENTED IN THE DRAWINGS OF THE FLOOR PLANS AND BUILDING ELEVATIONS ARE BASED UPON THE CONSTRUCTION DOCUMENTS PREPARED BY EILEEN MERRITT'S ATS ENGINEERS INSPECTORS AND SURVEYORS, RELEASE DATE JAN. 21, 2010, AND ARE NOT BASED UPON ACTUAL ON-SITE OBSERVATIONS OR FIELD MEASUREMENTS.
2. ALL IMPROVEMENTS AND LAND REFLECTED ON THE PLAT/PLAN ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS: (i) IN THE "AMENDED AND RESTATED DECLARATION OF CONDOMINIUM REGIME FOR CLAWSON RIDGE CONDOMINIUMS" (THE "DECLARATION") OR (ii) ON THE PLATS OF THE REGIME.
3. OWNERSHIP AND USE OF THE CONDOMINIUM UNITS ARE SUBJECT TO THE RIGHTS AND RESTRICTIONS CONTAINED IN THE DECLARATION.
4. EACH UNIT, BUILDING, LIMITED COMMON ELEMENT AND GENERAL COMMON ELEMENT IS SUBJECT TO SPECIAL RIGHTS RESERVED BY THE DECLARANT AS PROVIDED FOR IN THE DECLARATION. PURSUANT TO SUCH PROVISIONS, AMONG OTHER THINGS, DECLARANT HAS RESERVED THE RIGHT TO (i) COMPLETE OR MAKE IMPROVEMENTS INDICATED ON THE PLAT AND PLANS; (ii) EXERCISE ANY DEVELOPMENT RIGHT AS DEFINED IN SECTION 82.003(12) OF THE ACT, INCLUDING THE RIGHT(S): TO ADD REAL PROPERTY TO THE CONDOMINIUM; TO CREATE UNITS, GENERAL COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS; TO SUBDIVIDE UNITS OF CONVERT UNITS INTO COMMON ELEMENTS; AND TO WITHDRAW PROPERTY FROM THE CONDOMINIUM; (iii) MAKE THE CONDOMINIUM ESTABLISHED HEREBY PART OF A LARGER CONDOMINIUM OR PLANNED COMMUNITY; (iv) MAINTAIN SALES, MANAGEMENT, AND LEASING OFFICES AND SIGNS ADVERTISING UNITS OF THE REGIME; (v) USE EASEMENTS THROUGH THE COMMON ELEMENTS FOR THE PURPOSE OF MAKING IMPROVEMENTS WITHIN THE REGIME; AND (vi) APPOINT AND REMOVE ALL OFFICERS AND BOARD MEMBERS DURING THE DECLARANT CONTROL PERIOD AS MORE PARTICULARLY DESCRIBED IN THIS DECLARATION. FOR PURPOSES OF PROMOTING IDENTIFYING, AND MARKETING THE PROPERTY, DECLARANT HAS RESERVED AN EASEMENT AND RIGHT TO PLACE OR INSTALL SIGNS, BANNERS, FLAGS, DISPLAY LIGHTING, POTTED PLANTS, EXTERIOR DECORATIVE ITEMS, SEASONAL DECORATIONS, TEMPORARY WINDOW TREATMENTS, AND SEASONAL LANDSCAPING ON THE PROPERTY, INCLUDING ITEMS AND LOCATIONS THAT ARE PROHIBITED TO OTHER OWNERS. DECLARANT HAS ALSO RESERVED AND EASEMENT AND RIGHT TO MAINTAIN, RELOCATE, REPLACE, OR REMOVE THE ITEMS, LISTED IN THE FOREGOING SENTENCE FROM TIME TO TIME. DECLARANT HAS RESERVED AN EASEMENT AND RIGHT OF INGRESS AND EGRESS IN AND THROUGH THE COMMON ELEMENTS (AS DEFINED IN THE DECLARATION) AND UNITS OWNED OR LEASED BY DECLARANT FOR PURPOSES OF CONSTRUCTING, MAINTAINING, MANAGING, AND MARKETING THE PROPERTY, AND FOR DISCHARGING DECLARANT'S OBLIGATIONS UNDER THE ACT AND THE DECLARATION.



CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY

DATE: DECEMBER 17, 2018

OFFICE: M.BOUADI

CREW: S.SHREIBER, K.DUNN, A.SILVA

F.B.: 1553/40-44

JOB #: 1309-01-04

DISK: T:\WINSTEAD\Clawson Ridge Condo\Landmark Drawings\Grid-Staff\Clawson Ridge Condo-Phase 2-Final-Bldg 1_Final.dwg

2205 East 5th STREET

AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

TEXAS FIRM REGISTRATION NO. 100727-00

CLAWSON RIDGE CONDOMINIUMS

CONDOMINIUM PLAT

2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS FURTHER DESCRIBED AS
(TRACT 1, 0.48 ACRE, PART OF LOT 41, THEODORE LOW HEIGHTS SUBDIVISION VOL. 445, PG. 581 D.R.T.C.T.)
(TRACT 2, LOT 2, MECEY SUBDIVISION, BOOK 73, PG. 76 P.R.T.C.T.)
(TRACT 3, 0.83 ACRE, PART OF LOT 40, THEODORE LOW HEIGHTS SUBDIVISION VOL. 445, PG. 581 D.R.T.C.T.)

A. RESTRICTIVE COVENANTS AND EASEMENTS NOTE:

ALL EASEMENTS OF WHICH I HAVE KNOWLEDGE AND THOSE RECORDED EASEMENTS FURNISHED BY STEWART TITLE GUARANTY COMPANY ACCORDING TO FILE NO. 126472, DATED MAY 8, 2017; AND RESTRICTIVE COVENANTS AND EASEMENTS LISTED IN RECORDED IN DOCUMENT NO. 2013182710, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS ARE SHOWN OR DEPICTED HEREON. OTHER THAN VISIBLE EASEMENTS, NO UNRECORDED OR UNWRITTEN EASEMENTS WHICH MAY EXIST ARE SHOWN HEREON.

FILE NO. 126472:

1. RESTRICTIVE COVENANTS OF RECORD DO AFFECT THE TRACTS AS ITEMIZED BELOW:

- A. TRACTS 1 AND 3: VOLUME 445, PAGE 581, DEED RECORDS, TRAVIS COUNTY, TEXAS.
 - B. TRACT 2: VOLUME 73, PAGE 76, PLAT RECORDS, TRAVIS COUNTY, TEXAS;
 - C. TRACTS 1, 2 & 3: DOCUMENT NO. 2008121746, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
 - D. TRACT 4: VOLUME 445, PAGE 581, DEED RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
 - E. TRACT 5: VOLUME 73, PAGE 76, PLAT RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10b. AN ELECTRIC AND TELEPHONE EASEMENT TO THE CITY OF AUSTIN RECORDED IN VOLUME 454, PAGE 372, VOLUME 454, PAGE 374, VOLUME 570, PAGE 347, VOLUME 570, PAGE 353, MAY APPLY BUT LOCATION UNDETERMINED, THOSE RECORDED IN VOLUME 622, PAGE 349; VOLUME 629, PAGE 47 DEED RECORDS, TRAVIS COUNTY, TEXAS DO NOT APPLY.
- 10c. A RIGHT OF REVERSION AS SET OUT IN THE DEED RECORDED IN VOLUME 794, PAGE 469, DEED RECORDS, TRAVIS COUNTY, TEXAS DOES APPLY TO TRACTS 1 AND 2 ONLY.
- 10d. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT FOR ELECTRIC LINES AND SYSTEMS AND TELEPHONE LINES, GRANTED TO CITY OF AUSTIN RECORDED IN VOLUME 5468, PAGE 885, DEED RECORDS, TRAVIS COUNTY, TEXAS (TRACT 1) DOES APPLY.
- 10e. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT FOR DRAINAGE CHANNEL AND RELATED FACILITIES, GRANTED TO CITY OF AUSTIN, RECORDED IN DOCUMENT NO. 2011021137, OFFICIAL RECORDS, TRAVIS COUNTY, TEXAS. (TRACT 5) DOES NOT APPLY.
- 10f. EASEMENT, RIGHT OF WAY AND/OR AGREEMENT FOR SIDEWALK, GRANTED TO CITY OF AUSTIN, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2011049989, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. (TRACTS 1 AND 2) DOES APPLY.
- 10g. ELECTRIC UTILITY EASEMENT, RIGHT OF WAY AND/OR AGREEMENT GRANTED TO CITY OF AUSTIN, RECORDED IN DOCUMENT NO. 2014023557, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. (TRACTS 1, 2, AND 3) DOES APPLY.
- 10h. VARIANCE GRANT FOR TEMPORARY TYPE III PERMIT, RECORDED IN DOCUMENT NO. 2015112003, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (TRACTS 1, 2, AND 3) DOES APPLY.
- 10i. 25' BUILDING SETBACK LINE RECORDED IN VOLUME 73, PAGE 76, PLAT RECORDS OF TRAVIS COUNTY, TEXAS. (TRACT 2) DOES APPLY.
- 10j. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN OPERATING LEASE, RECORDED IN DOCUMENT NO. 2004144396, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (TRACT 5) DO NOT APPLY.
- 10k. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN GREENBELT ACCESS & USE EASEMENT, RECORDED IN DOCUMENT NO. 2010070731, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (TRACTS 1, 2, 3, AND 5) DO APPLY FOR TRACTS 1, 2 AND 3 ONLY.
- 10l. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN JOINT USE ACCESS EASEMENT RECORDED IN DOCUMENT NO. 2011049988, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (TRACTS 1, AND 4) DO APPLY.
- 10m. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANT REGARDING UNIFIED DEVELOPMENT AND MAINTENANCE OF DRAINAGE FACILITIES, RECORDED IN DOCUMENT NO. 2011049990, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (TRACTS 1, 2, AND 3) DO APPLY.
- 10n. MINERAL DEED, RECORDED IN DOCUMENT NO. 2013182712, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST (TRACTS 1, 2 AND 3).
- 10o. SURFACE RIGHTS WAIVED BY INSTRUMENT RECORDED IN DOCUMENT NO. 2017068462, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS (TRACTS 1, 2 AND 3).

NOTE

SEE SHEET 10 OF 46 FOR:

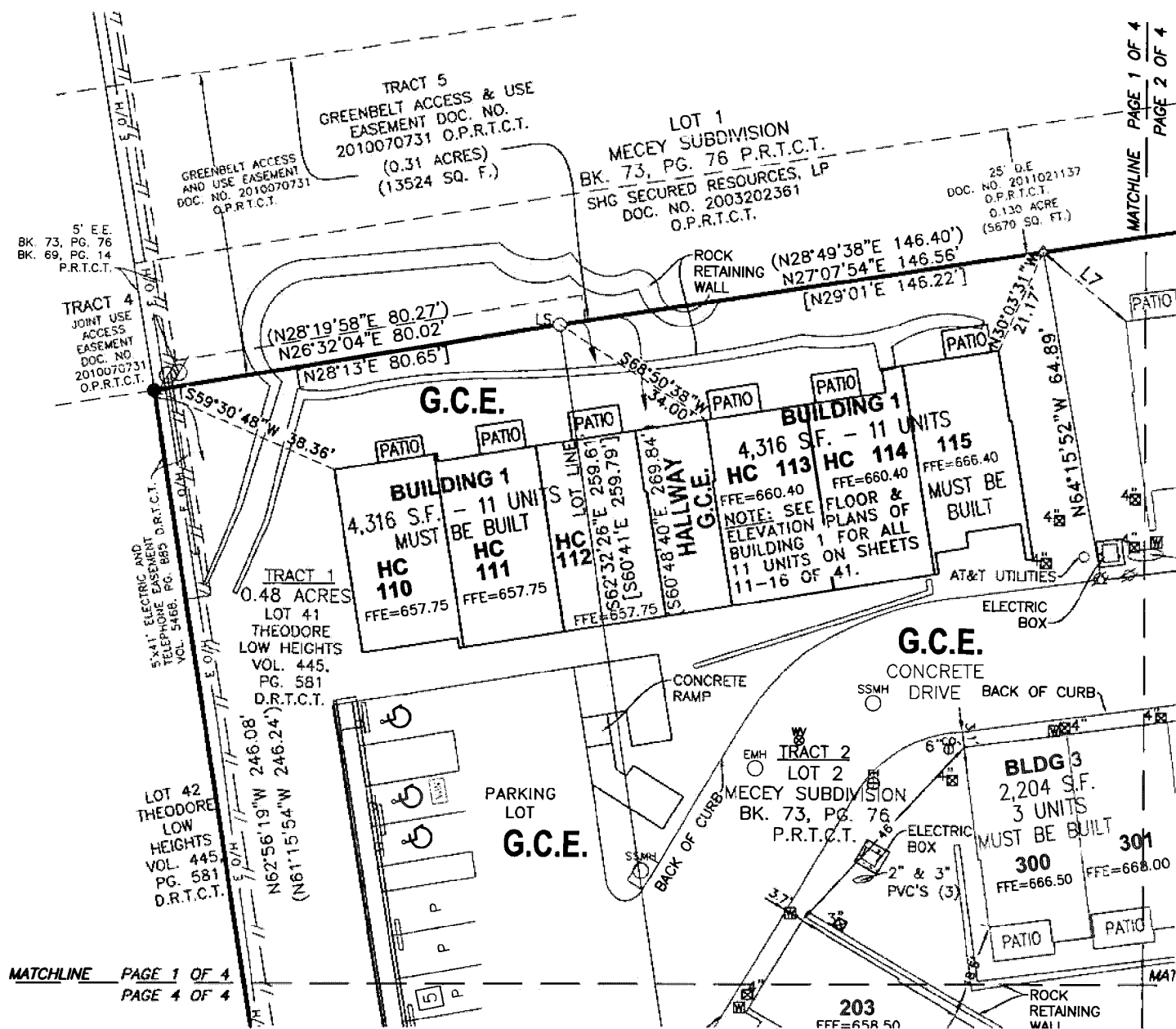
- a. LEGEND
- b. HORIZONTAL DATUM
- c. LINE AND CURVE TABLES

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY
DATE: DECEMBER 17, 2018
OFFICE: M.BOUADI
CREW: S.SHREIBER, K.DUNN, A.SILVA
F.B.: 1553/40-44
JOB #: 1309-01-04
DISK: T:\WINSTEAD\Clawson Ridge Condo\Landmark Drawings\Grid-Staff\Clawson Ridge Condo-Phase 2-Final-Bldg 1_Final.dwg

PAGE 4 OF 46


Landmark
SURVEYING, LP
2205 East 5th STREET
AUSTIN, TEXAS 78702
PH: (512)328-7411 FAX: (512)328-7413
TEXAS FIRM REGISTRATION NO. 100727-00

2.210 ACRES



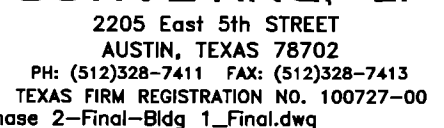
a. LEGEND
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PAGE 5 OF 46


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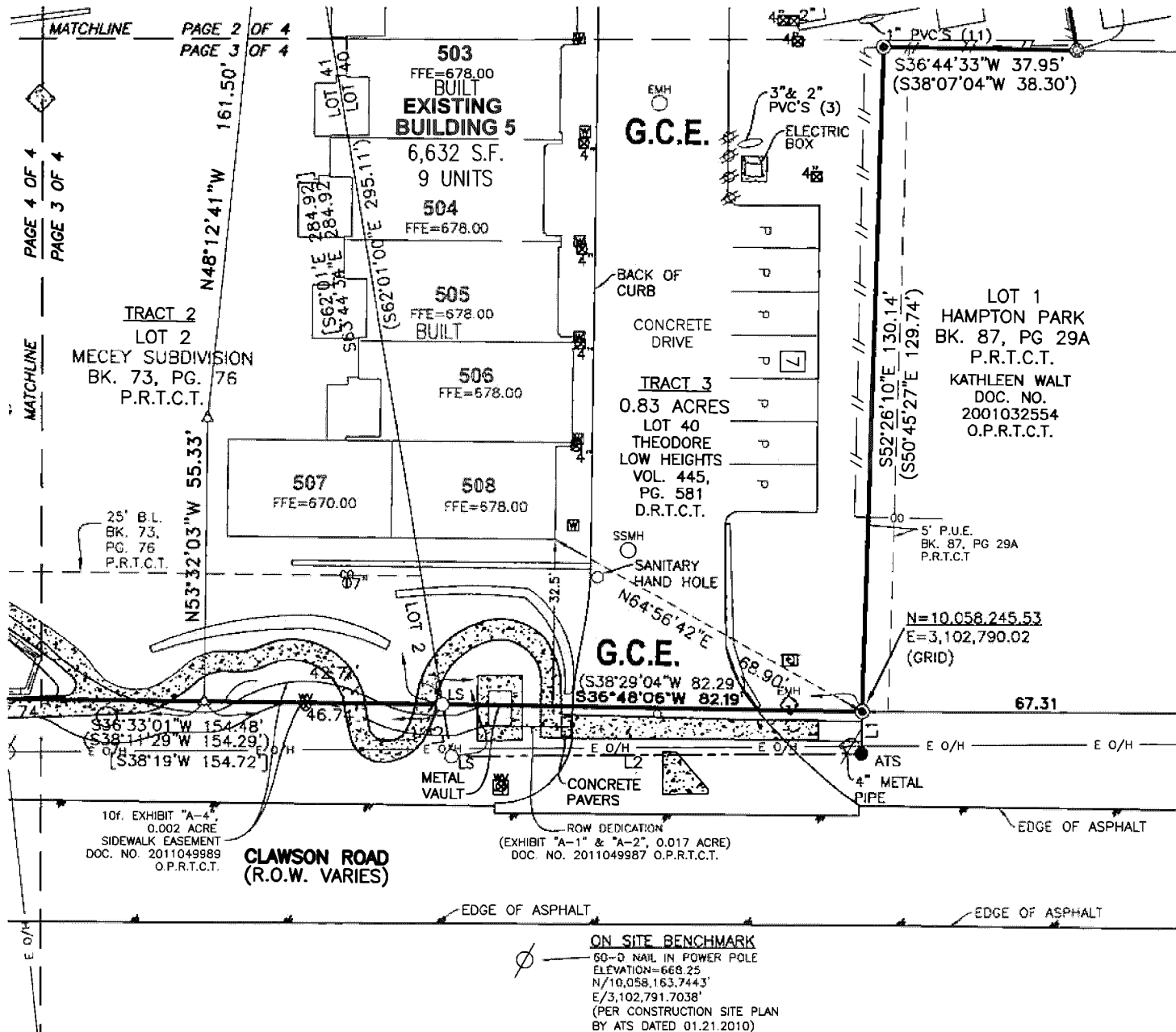
SCALE: 1"=30'



CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=30'



NOTE

SEE SHEET 10 OF 46 FOR:

- LEGEND
- HORIZONTAL DATUM
- LINE AND CURVE TABLES

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY

DATE: DECEMBER 17, 2018

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Landmark
SURVEYING, LP

2205 East 5th STREET

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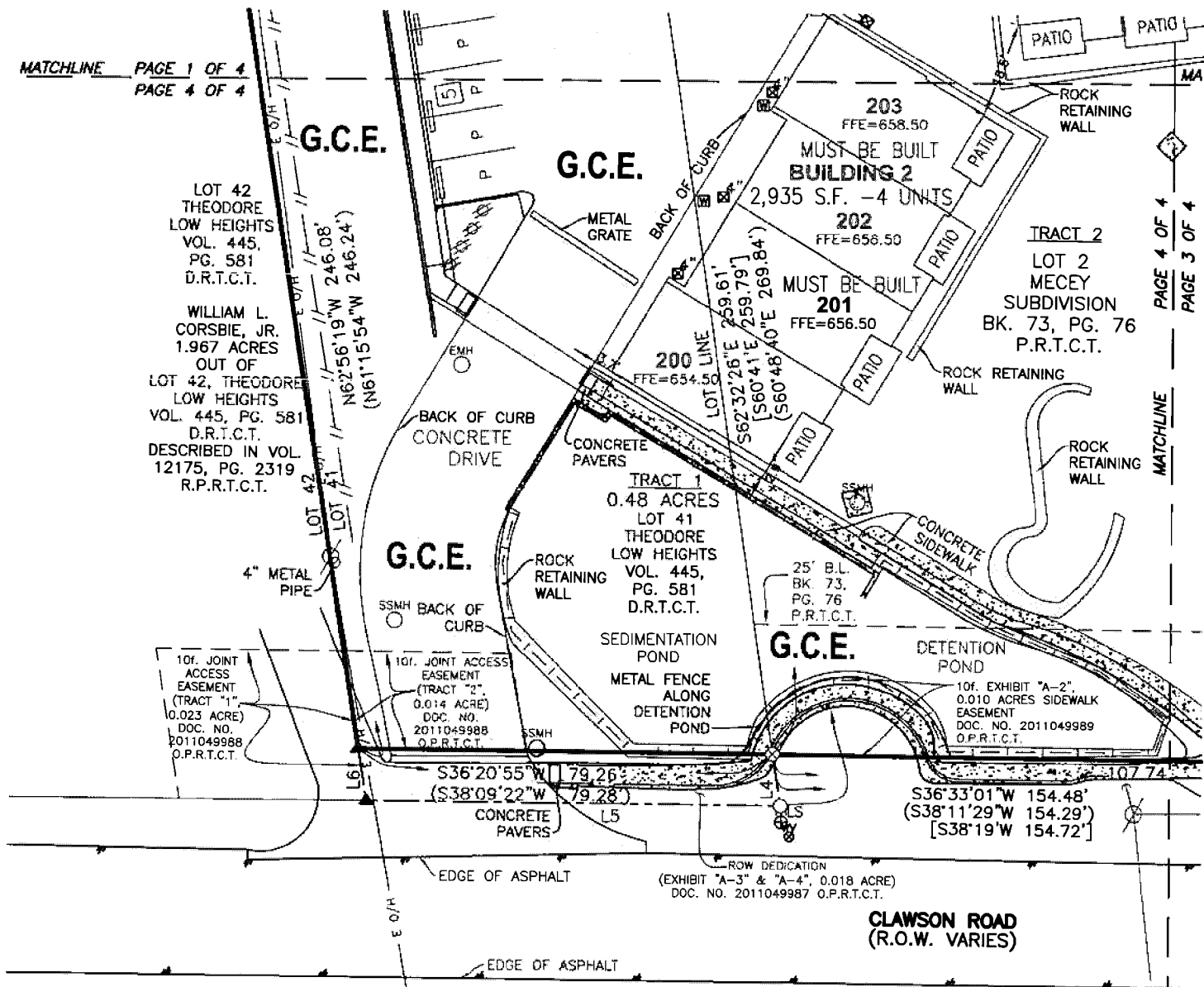
CLAWSON RIDGE CONDOMINIUMS

CONDOMINIUM PLAT

2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=30'



NOTE

SEE SHEET 10 OF 46 FOR:

- LEGEND
- HORIZONTAL DATUM
- LINE AND CURVE TABLES

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY

DATE: DECEMBER 17, 2018

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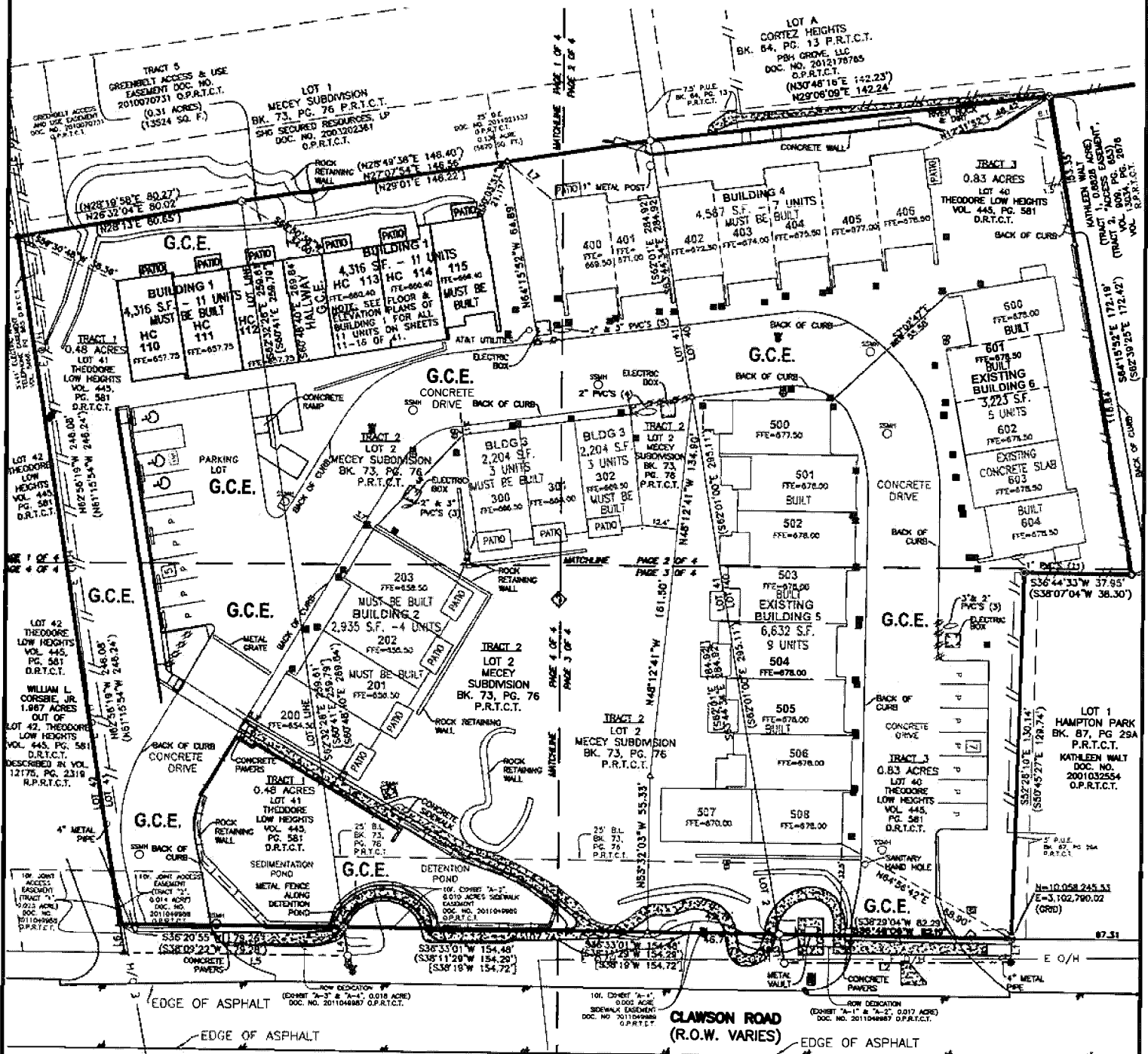
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CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT

2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=50'



NOTE

SEE SHEET 10 OF 46 FOR:

- LEGEND
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DATE: DECEMBER 17, 2018
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PAGE 9 OF 46

Landmark
SURVEYING, LP

2205 East 5th STREET
AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413
TEXAS FIRM REGISTRATION NO. 100727-00

CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

LEGEND

△	CALCULATED POINT (NOT ESTABLISHED ON THE GROUND)
⊗	"X" CUT ON CONCRETE
LS ○	1/2" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "LANDMARK SURVEYING"
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
ATS ●	1/2" IRON ROD FOUND WITH YELLOW CAP MARKED "ATS ENGINEERING"
⊙	1/2" IRON PIPE FOUND
⊗	COTTON SPINDLE FOUND
▲	MAG NAIL FOUND
()	RECORD INFORMATION
[]	BK. 73, PG. 76 P.R.T.C.T.
▨	CONCRETE IMPROVEMENTS
▩	CONCRETE PAVERS
▭	ROCK IMPROVEMENTS
—// —// —	WOOD PRIVACY FENCE
—00 —00 —	CHAINLINK FENCE
E O/H —	OVERHEAD ELECTRIC/TELEPHONE LINE POWER POLE WITH GUY WIRE AND ANCHOR
P	PARKING SPACE
⊗	WATER VALVE
⊗	WATER METER
⊗	CLEAN OUT (SIZE NOTED)
⊗	PVC (SIZE NOTED)
⊗	HANDICAPPED PARKING SPACE
⊗	UNDERGROUND CABLE MARKER
⊗	FIRE HYDRANT
⊗	STREET LIGHT POLE
⊗	STREET SIGN
⊗	BOLLARD
⊗	ELECTRICAL MANHOLE
⊗	STORM SEWER MANHOLE
///	ASPHALT
PVC	POLYVINYL CHLORIDE PIPE
HC	HANDICAP
GCE	GENERAL COMMON ELEMENT
R.O.W.	RIGHT-OF-WAY
VOL./PG.	VOLUME AND PAGE
DOC. NO.	DOCUMENT NUMBER
B.L.	BUILDING LINE
D.E.	DRAINAGE EASEMENT
E.E.	ELECTRIC EASEMENT
W.W.E.	WASTEWATER EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
J.A.L.C.E.	JOINT ACCESS LIMITED COMMON ELEMENT
P.R.T.C.T.	PLAT RECORDS TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS TRAVIS COUNTY, TEXAS
R.P.R.T.C.T.	REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS

LINE TABLE		
Line #	DIRECTION	LENGTH
L1	N52°58'50"W (N50°55'57"W)	8.27 (8.39)
L2	N35°25'52"E (N37°19'41"E)	80.22 (80.36)
L3	S64°06'09"E (S62°01'00"E)	10.38 (10.19)
L4	N63°00'26"W (N60°48'40"W)	10.09 (10.05)
L5	N36°18'54"E (N38°09'22"E)	79.26 (79.20)
L6	S62°56'19"E (S61°15'54"E)	10.14 (10.11)
L7	S75°45'25"W	20.97'

HORIZONTAL DATUM

GRID BEARINGS OF THE TEXAS COORDINATE SYSTEM
OF 1983 (CENTRAL ZONE-4203), U.S. SURVEY FEET
GEOID MODEL 12A (CONUS)
COMBINED SCALE FACTOR 0.99994224
PROJECT CONTROL POINTS WERE ESTABLISHED USING
THE WESTERN DATA SYSTEM COOPERATIVE NETWORK.
DISTANCES SHOWN ARE BASED ON GRID DISTANCES.

ON SITE BENCHMARK

SEE SHEET 7 OF 46


Landmark
SURVEYING, LP

2205 East 5th STREET
AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413
TEXAS FIRM REGISTRATION NO. 100727-00

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY

DATE: DECEMBER 17, 2018

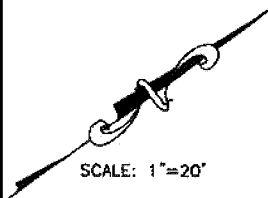
OFFICE: M.BOUADI

CREW: S.SHREIBER, K.DUNN, A.SILVA

F.B.: 1553/40-44

JOB #: 1309-01-04

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CLAWSON RIDGE CONDOMINIUMS

CONDOMINIUM PLAT

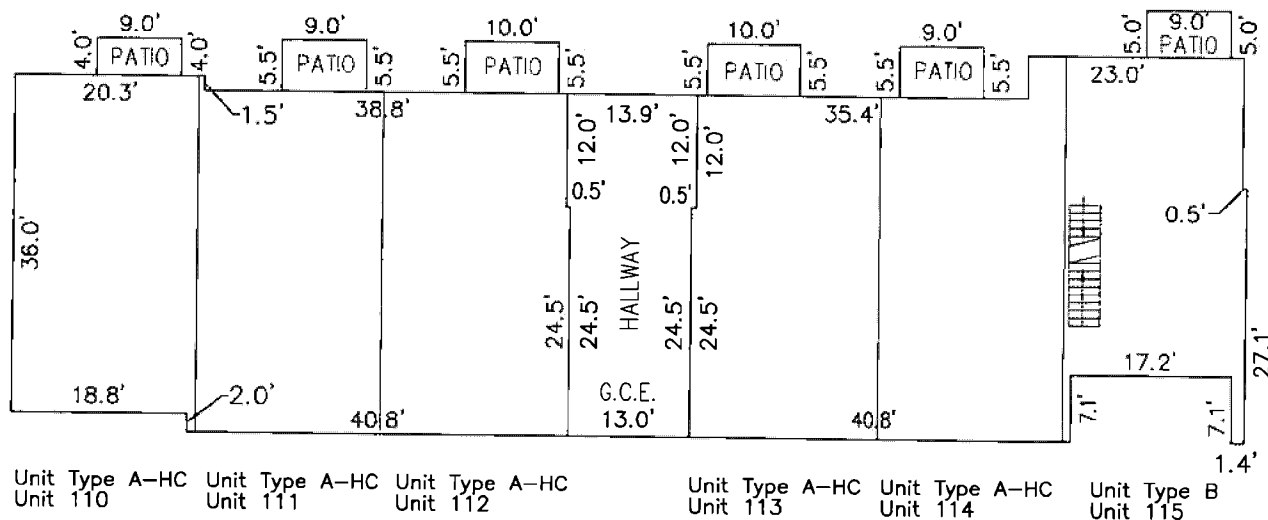
2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

BUILDING 1

4,316 S.F. – 11 UNITS



1 Overall Floor Plan – 1st Floor
SCALE: 1"=20'

ARCHITECTURAL PLANS

ALL ARCHITECTURAL PLANS INCLUDING FLOOR PLANS,
UNITS AND ELEVATION PLANS WERE PROVIDED BY:

"J. SQUARE ARCHITECTURE"

OFFICE: 818 MORROW STREET, AUSTIN

PHONE: 512 879 4150

INFO@JSQUAREARCH.COM

NOTE

SEE SHEET 10 OF 46 FOR:

- LEGEND
- HORIZONTAL DATUM
- LINE AND CURVE TABLES


Landmark
SURVEYING, LP

2205 East 5th STREET

AUSTIN, TEXAS 78702

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CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

ARCHITECTURAL PLANS

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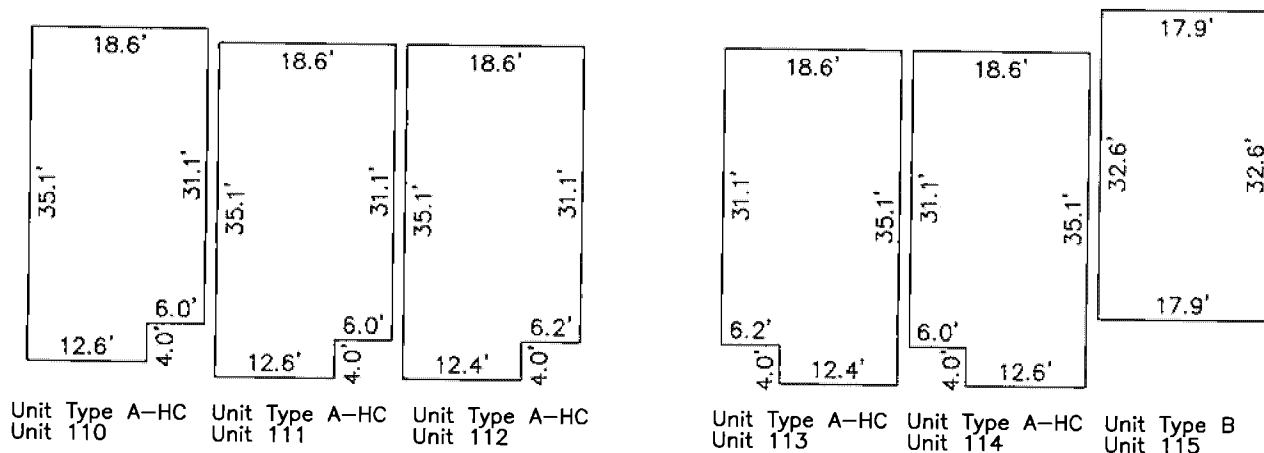
OFFICE: 818 MORROW STREET, AUSTIN

PHONE: 512 879 4150

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BUILDING 1

4,316 S.F. – 11 UNITS



1 Unit Floor Plan – 1st Floor
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 46 FOR:

- LEGEND
- HORIZONTAL DATUM
- LINE AND CURVE TABLES

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY

DATE: DECEMBER 17, 2018

OFFICE: M.BOUADI

CREW: S.SHREIBER, K.DUNN, A.SILVA

F.B.: 1553/40-44

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SURVEYING, LP

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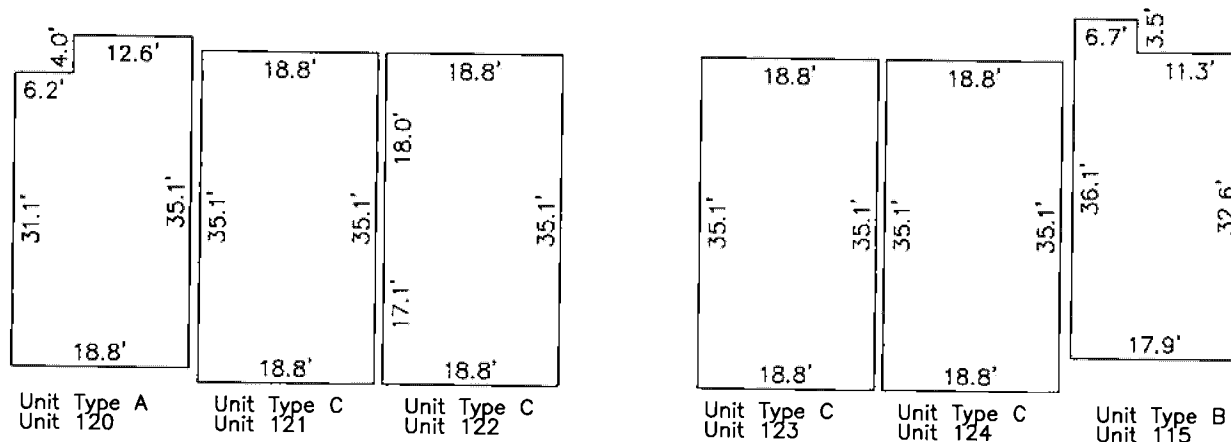
TEXAS FIRM REGISTRATION NO. 100727-00

CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT

2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

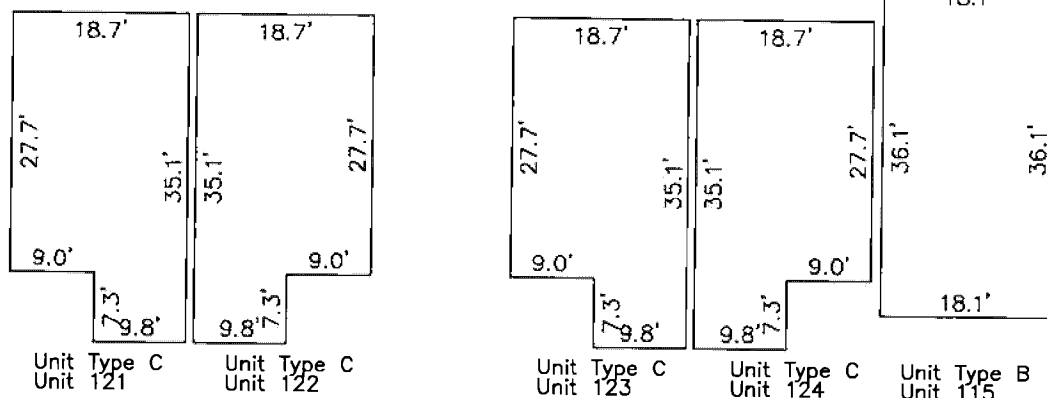
SCALE: 1"=20'



ARCHITECTURAL PLANS

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OFFICE: 818 MORROW STREET, AUSTIN
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BUILDING 1 4,316 S.F. - 11 UNITS



NOTE

- SEE SHEET 10 OF 46 FOR:
- LEGEND
 - HORIZONTAL DATUM
 - LINE AND CURVE TABLES

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY
DATE: DECEMBER 17, 2018
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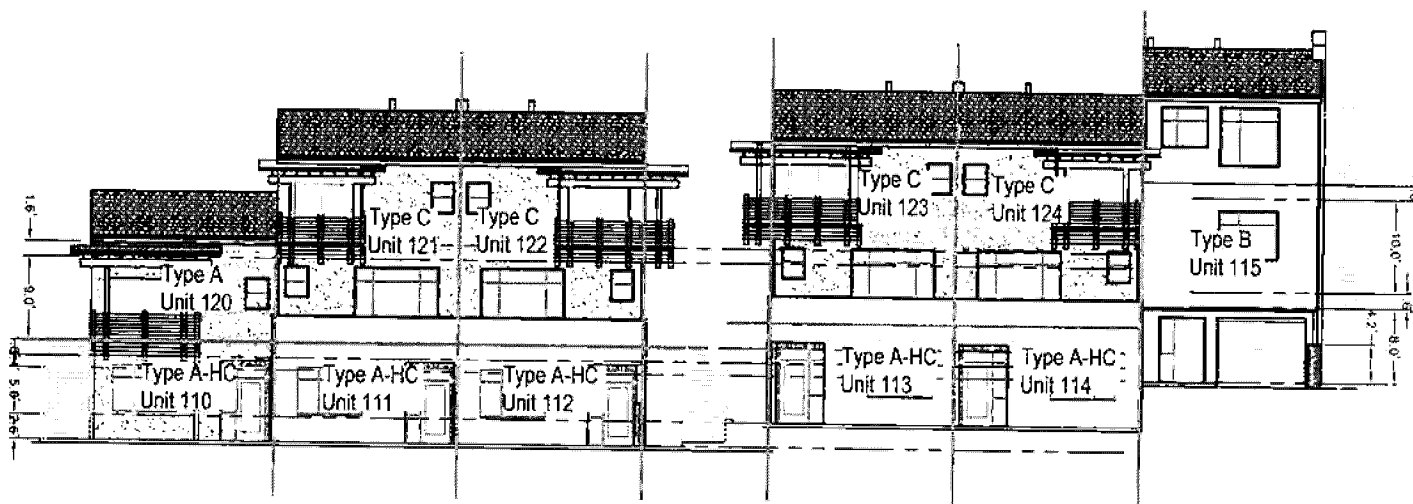
CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM PLAT
2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

BUILDING 1

4,316 S.F. – 11 UNITS



1 Front Elevation
SCALE: 1"=20'

ARCHITECTURAL PLANS

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NOTE

SEE SHEET 10 OF 46 FOR:

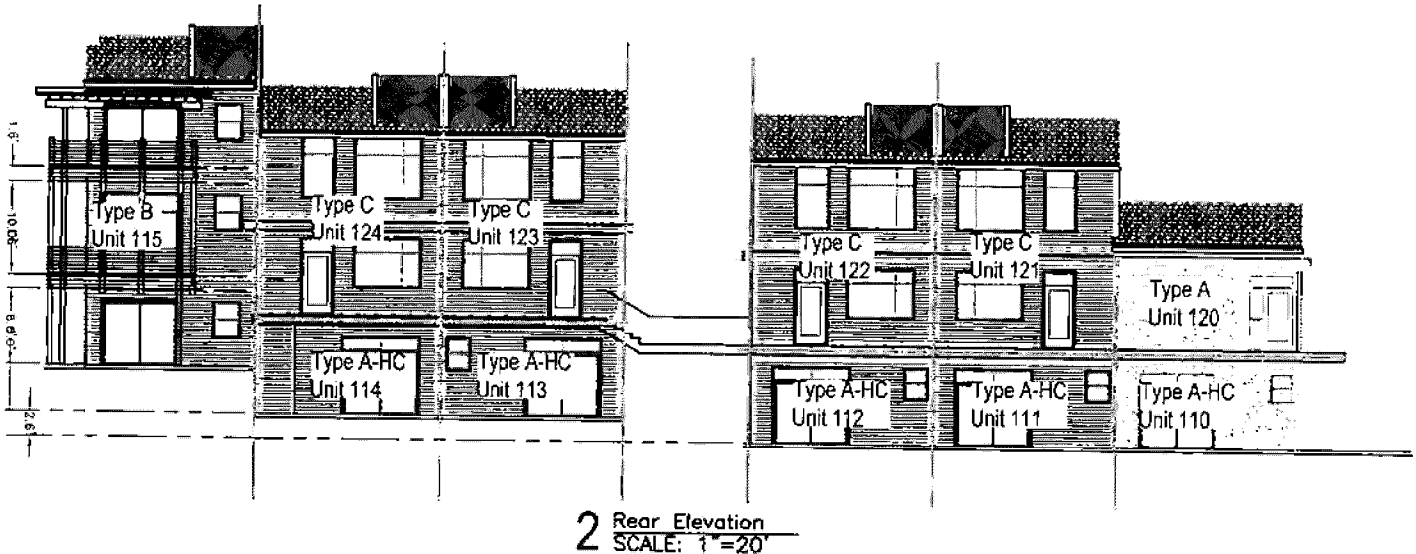
- a. LEGEND
- b. HORIZONTAL DATUM
- c. LINE AND CURVE TABLES

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY
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CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

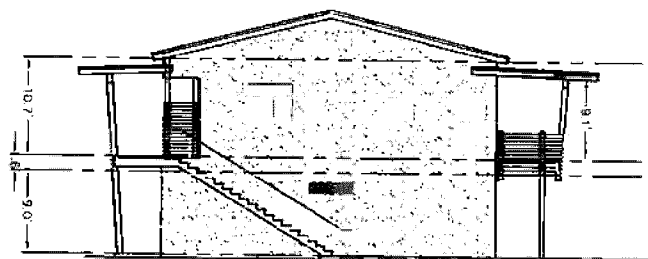


ARCHITECTURAL PLANS

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BUILDING 1

4,316 S.F. - 11 UNITS



NOTE

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- LEGEND
- HORIZONTAL DATUM
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PAGE 16 OF 46

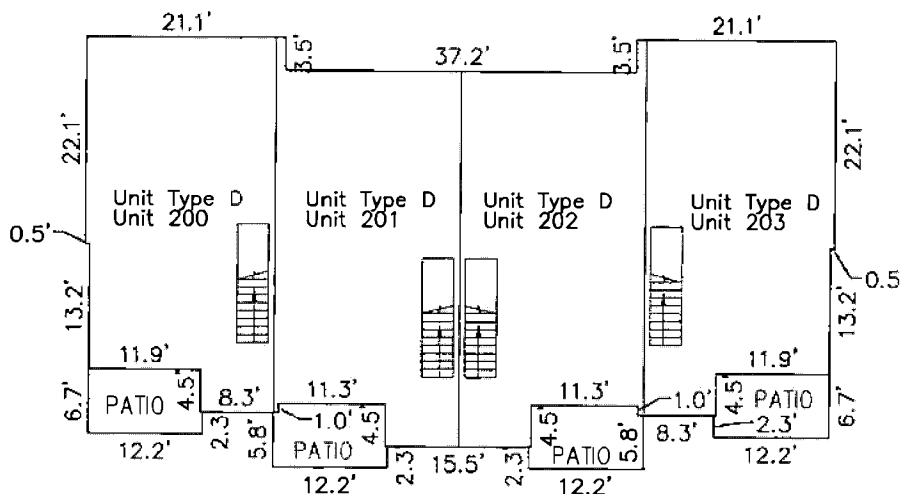
Landmark
SURVEYING, LP

2205 East 5th STREET
AUSTIN, TEXAS 78702
PH: (512)328-7411 FAX: (512)328-7413
TEXAS FIRM REGISTRATION NO. 100727-00

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

2,935 S.F. - 4 UNITS



1 Overall Floor Plan – 1st Floor
SCALE: 1"=20'

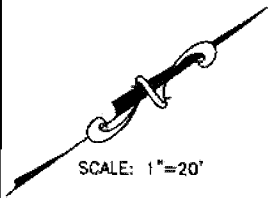
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- LEGEND
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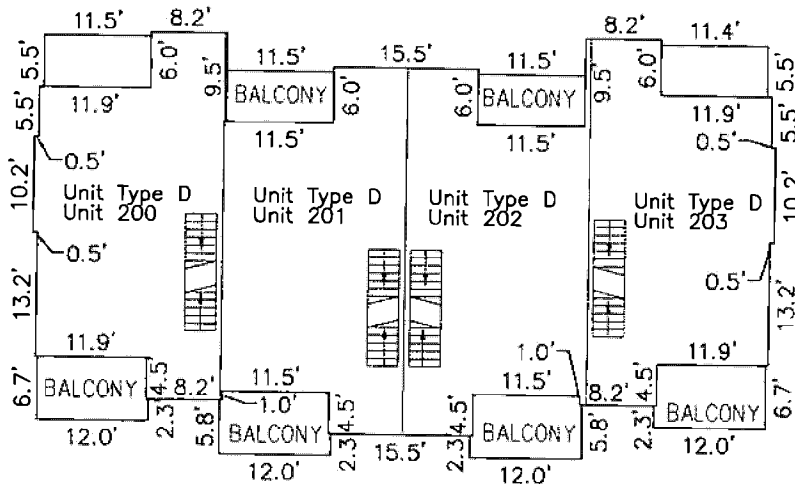
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CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

BUILDING 2



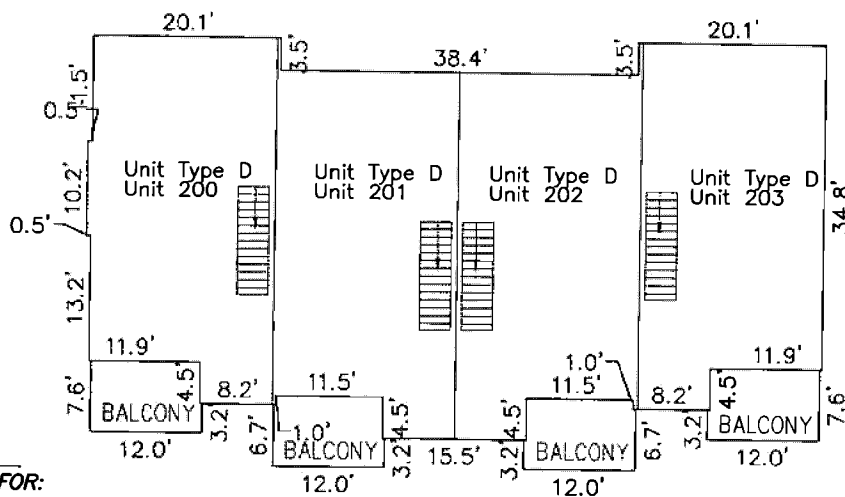
ARCHITECTURAL PLANS

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PHONE: 512 879 4150
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2 Overall Floor Plan - 2nd Floor
SCALE: 1"=20'

BUILDING 2
2,935 S.F. - 4 UNITS

BUILDING 2



NOTE

SEE SHEET 10 OF 46 FOR:
a. LEGEND
b. HORIZONTAL DATUM
c. LINE AND CURVE TABLES

3 Overall Floor Plan - 3rd Floor
SCALE: 1"=20'

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY
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**CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM PLAT
2.210 ACRES**

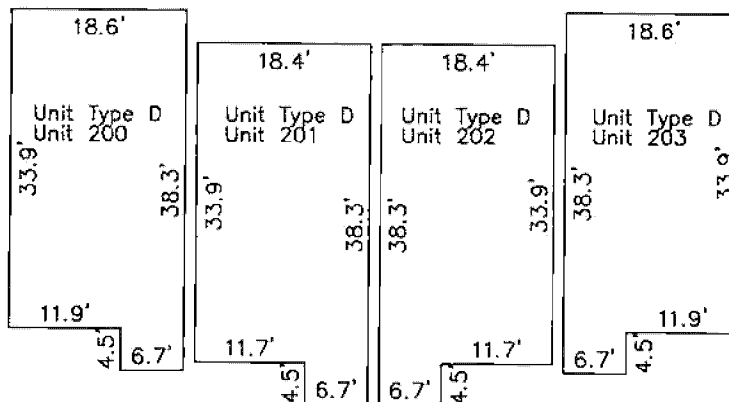
OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

ARCHITECTURAL PLANS

ALL ARCHITECTURAL PLANS INCLUDING FLOOR PLANS,
UNITS AND ELEVATION PLANS WERE PROVIDED BY:
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BUILDING 2
2,935 S.F. - 4 UNITS



1 Unit Floor Plan - 1st Floor
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 46 FOR:

- a. LEGEND
- b. HORIZONTAL DATUM
- c. LINE AND CURVE TABLES

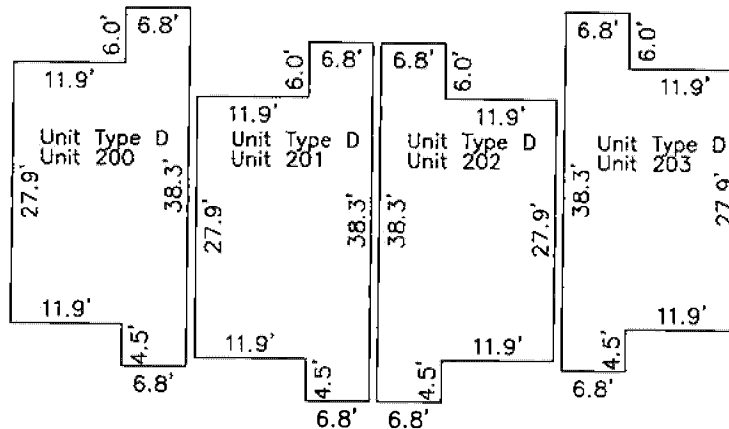
CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY
DATE: DECEMBER 17, 2018
OFFICE: M.BOUADI
CREW: S.SHREIBER, K.DUNN, A.SILVA
F.B.: 1553/40-44
JOB #: 1309-01-04
DISK: T:\WINSTEAD\Clawson Ridge Condo\Landmark Drawings\Grid-Staff\Clawson Ridge Condo-Phase 2-Final-Bldg 1_Final.dwg

CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

BUILDING 2



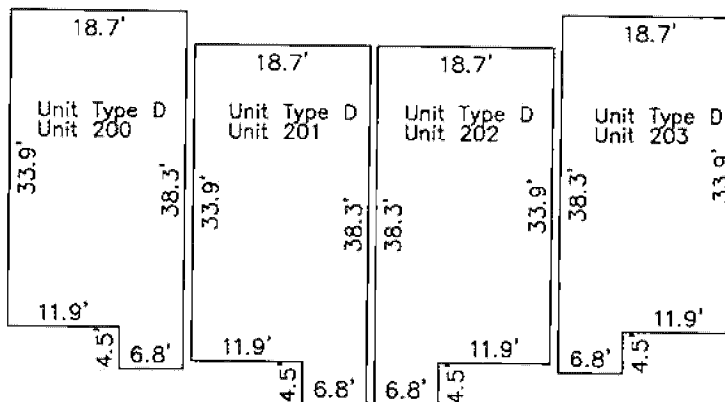
2 Unit Floor Plans - 2nd Floor
SCALE: 1"=20'

ARCHITECTURAL PLANS

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BUILDING 2

2,935 S.F. - 4 UNITS



3 Unit Floor Plans - 3rd Floor
SCALE: 1"=20'

NOTE

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a. LEGEND
b. HORIZONTAL DATUM
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SURVEYING, LP

2205 East 5th STREET
AUSTIN, TEXAS 78702
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TEXAS FIRM REGISTRATION NO. 100727-00

**CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM PLAT
2.210 ACRES**

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

ARCHITECTURAL PLANS

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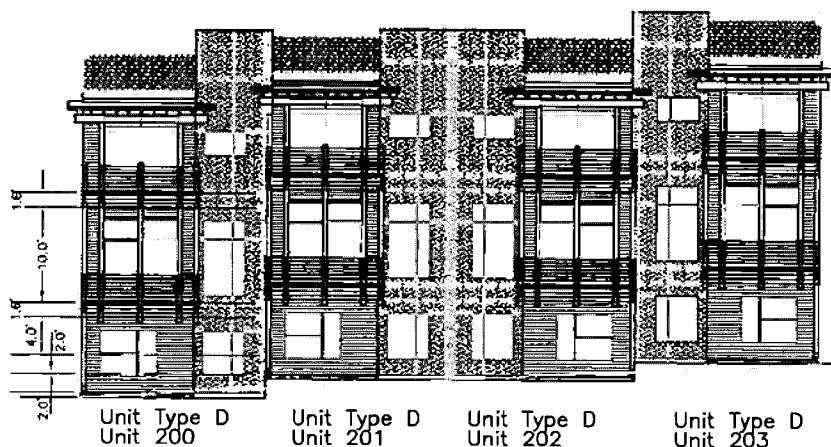
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BUILDING 2

2,935 S.F. – 4 UNITS



1 Front Elevation
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 46 FOR:

- a. LEGEND
- b. HORIZONTAL DATUM
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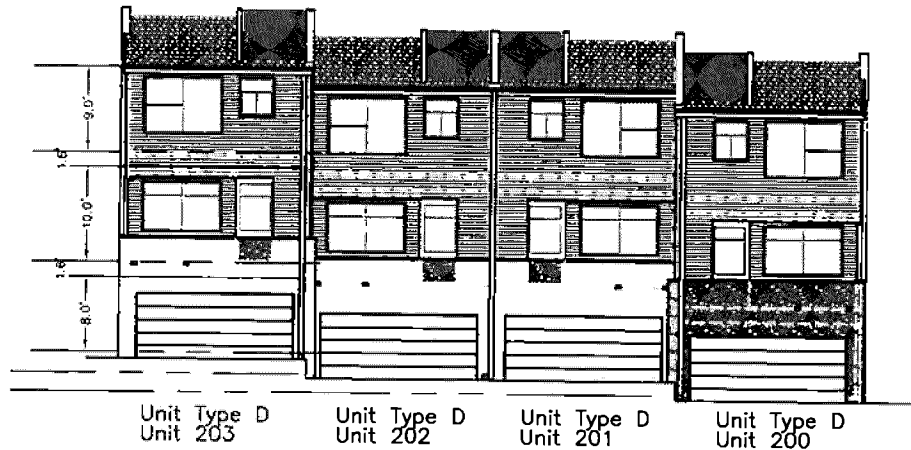
CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT

2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

BUILDING 2



2 Rear Elevation
SCALE: 1"=20'

ARCHITECTURAL PLANS

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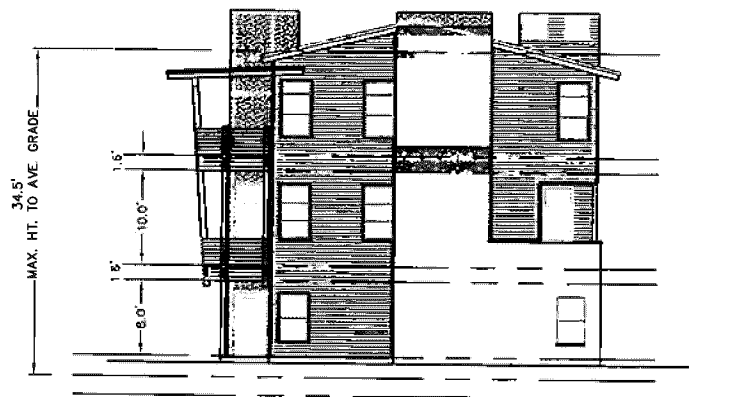
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BUILDING 2

2,935 S.F. - 4 UNITS



1 Right Elevation
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 46 FOR:

- LEGEND
- HORIZONTAL DATUM
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2 Left Elevation
SCALE: 1"=20'

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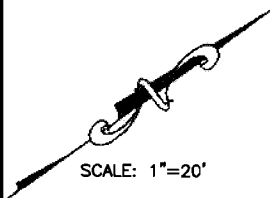
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CLAWSON RIDGE CONDOMINIUMS

CONDOMINIUM PLAT

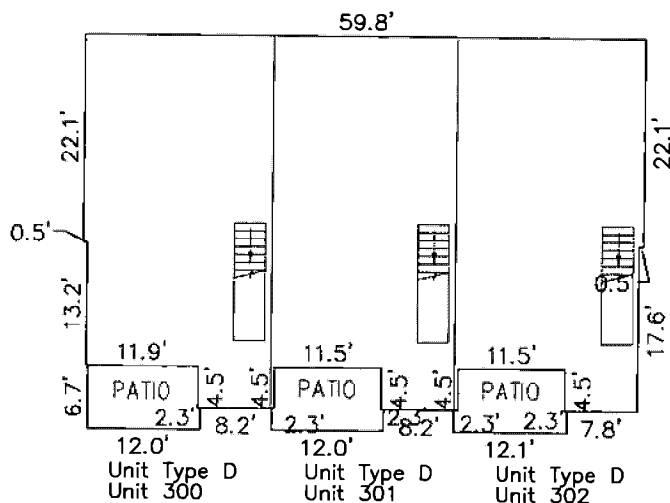
2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

BUILDING 3

2,204 S.F.. – 3 UNITS



1 Overall Floor Plan – 1st Floor
SCALE: 1"=20'

ARCHITECTURAL PLANS

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NOTE

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- a. LEGEND
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CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY

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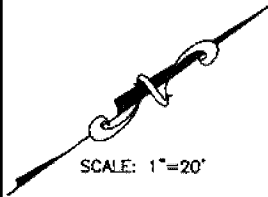
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CONDOMINIUM PLAT
2.210 ACRES

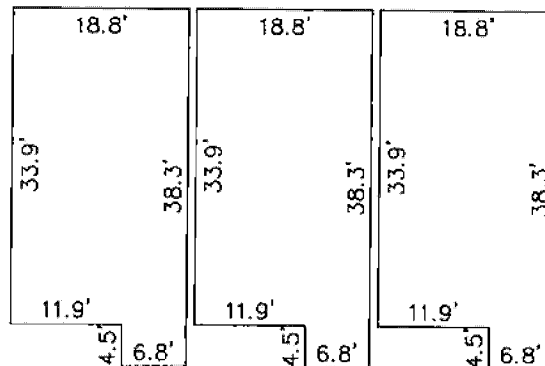
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BUILDING 3



Unit Type D
Unit 300

Unit Type D
Unit 301

Unit Type D
Unit 302

1 Unit Floor Plan - 1st Floor
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 46 FOR:

- a. LEGEND
- b. HORIZONTAL DATUM
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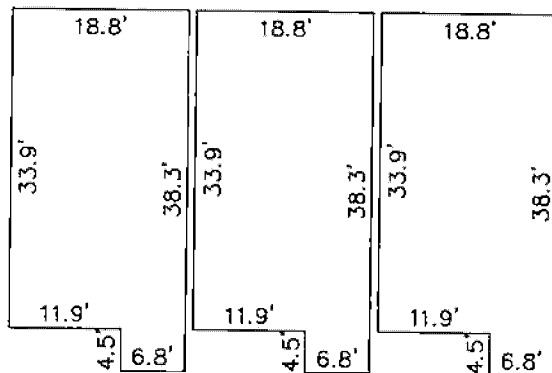
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CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

BUILDING 3



Unit Type D
Unit 300

Unit Type D
Unit 301

Unit Type D
Unit 302

2 Unit Floor Plans - 2nd Floor
SCALE: 1"=20'

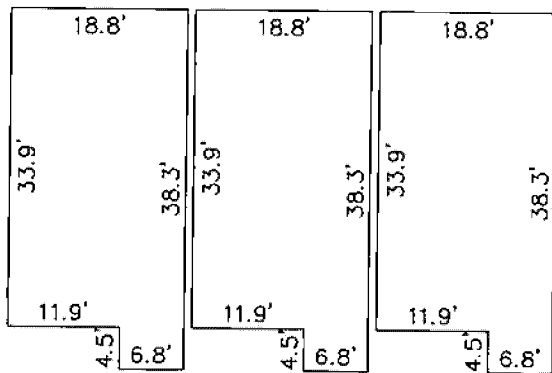
BUILDING 3

2,204 S.F. - 3 UNITS

ARCHITECTURAL PLANS

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BUILDING 3



Unit Type D
Unit 300

Unit Type D
Unit 301

Unit Type D
Unit 302

3 Unit Floor Plans - 3rd Floor
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 46 FOR:

- LEGEND
- HORIZONTAL DATUM
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CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY

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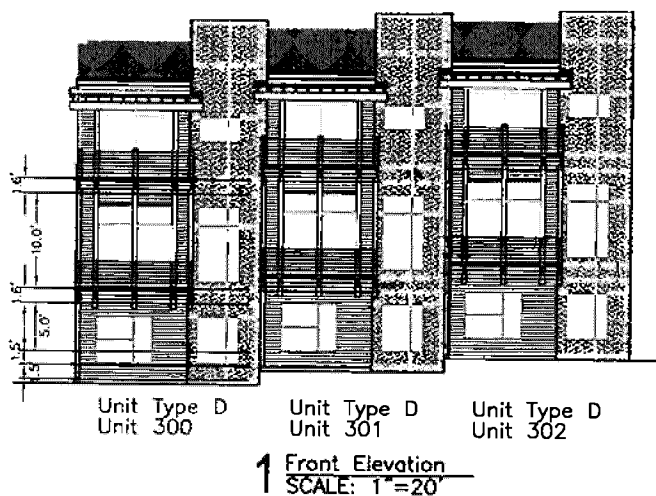
TEXAS FIRM REGISTRATION NO. 100727-00

CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM PLAT
2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

BUILDING 3



ARCHITECTURAL PLANS

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NOTE

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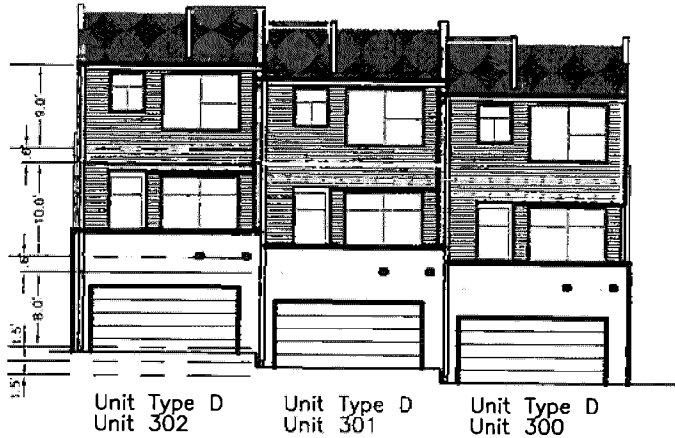
CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY
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CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

BUILDING 3



2 Rear Elevation
SCALE: 1"=20'

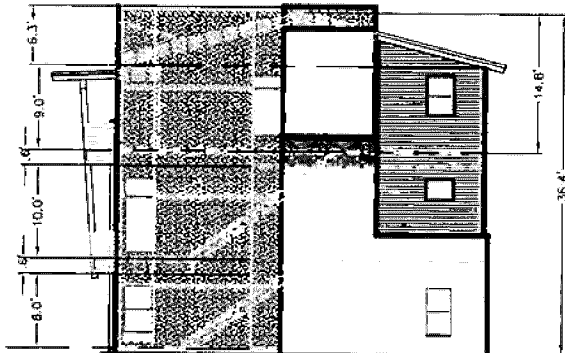
ARCHITECTURAL PLANS

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BUILDING 3

2,204 S.F. - 3 UNITS

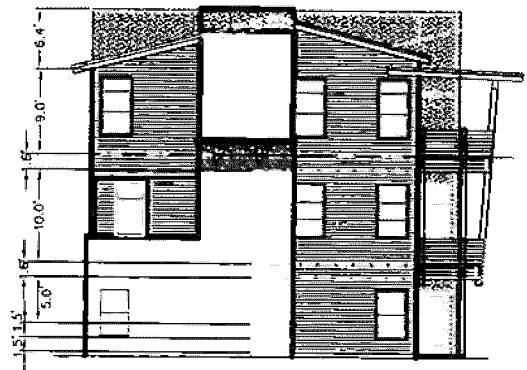


1 Right Elevation
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 46 FOR:

- LEGEND
- HORIZONTAL DATUM
- LINE AND CURVE TABLES



2 Left Elevation
SCALE: 1"=20'

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DATE: DECEMBER 17, 2018

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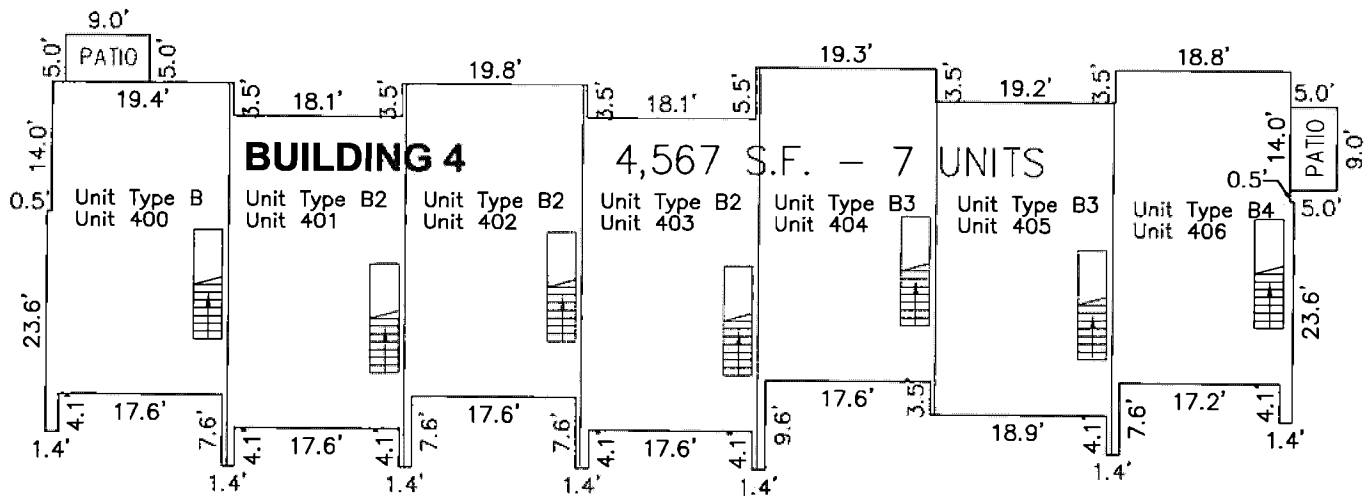
CLAWSON RIDGE CONDOMINIUMS

CONDOMINIUM PLAT

2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'



ARCHITECTURAL PLANS

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NOTE

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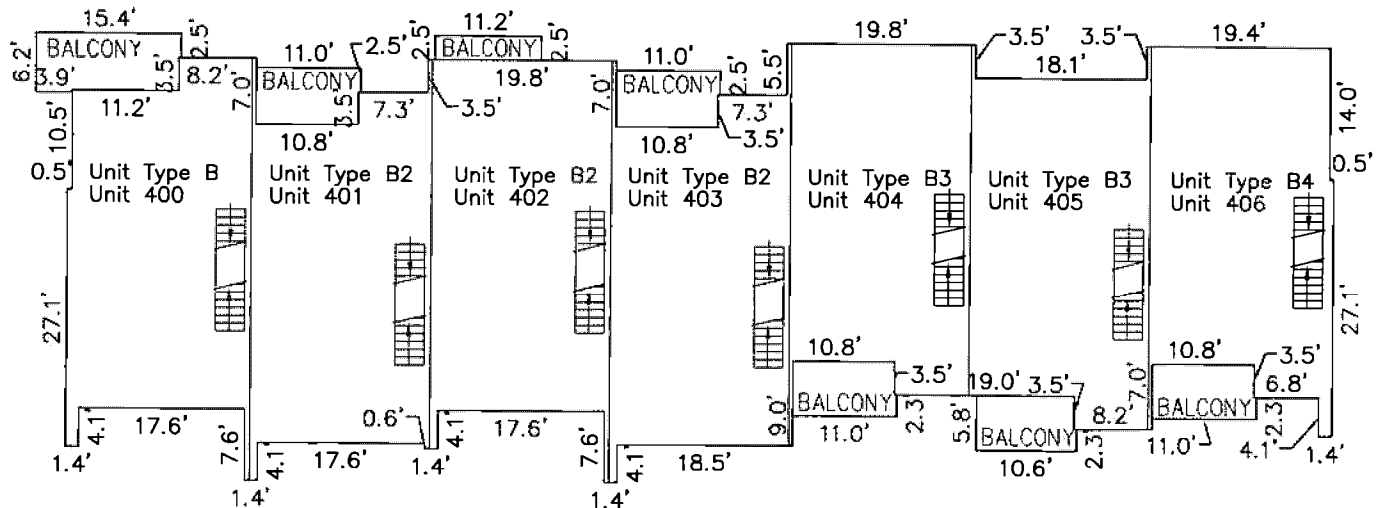
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CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

BUILDING 4



2 Overall Floor Plan - 2nd Floor
SCALE: 1"=20'

ARCHITECTURAL PLANS

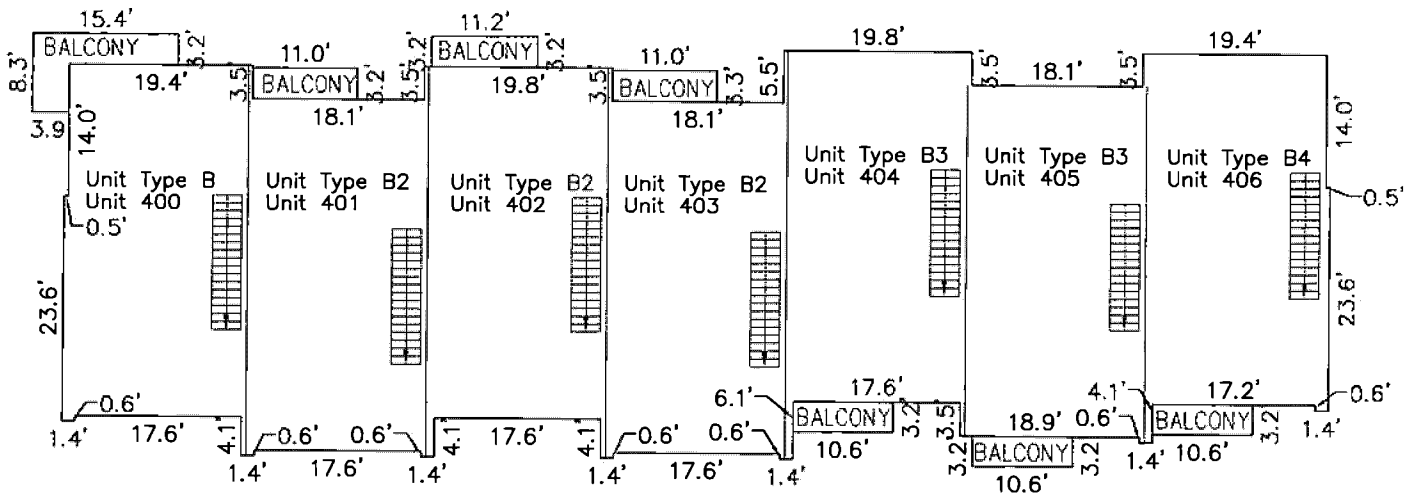
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NOTE

SEE SHEET 10 OF 46 FOR:

- LEGEND
- HORIZONTAL DATUM
- LINE AND CURVE TABLES

3 Overall Floor Plan - 3rd Floor
SCALE: 1"=20'

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY

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CONDOMINIUM PLAT
2.210 ACRES**

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

ARCHITECTURAL PLANS

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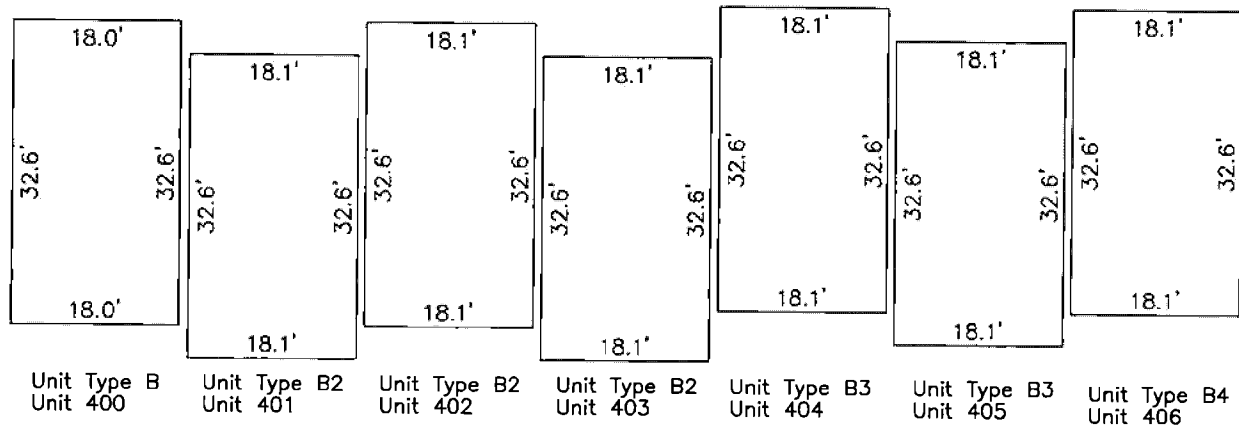
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BUILDING 4



1 Unit Floor Plan - 1st Floor
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 46 FOR:

- LEGEND
- HORIZONTAL DATUM
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CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY

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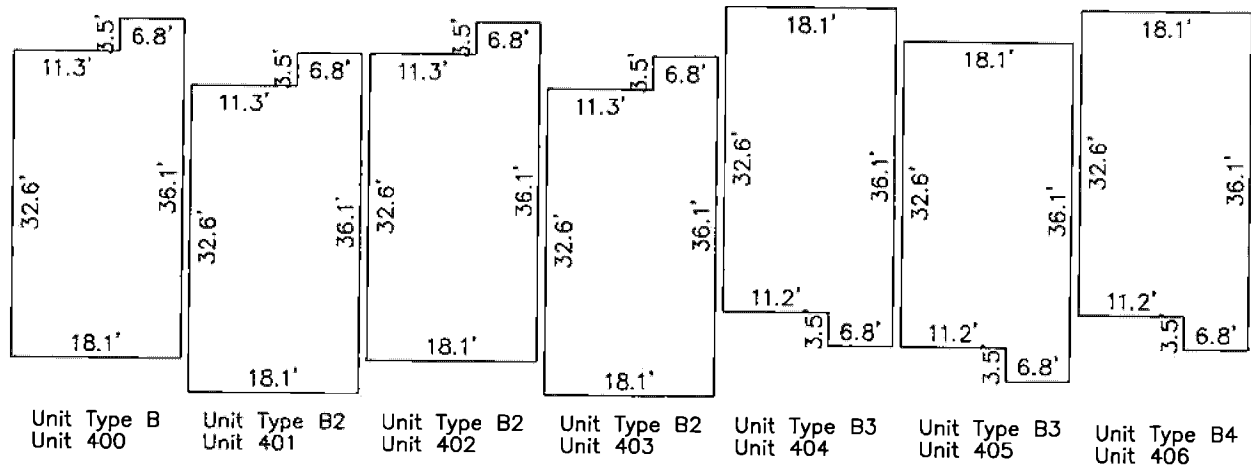
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OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
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SCALE: 1"=20'

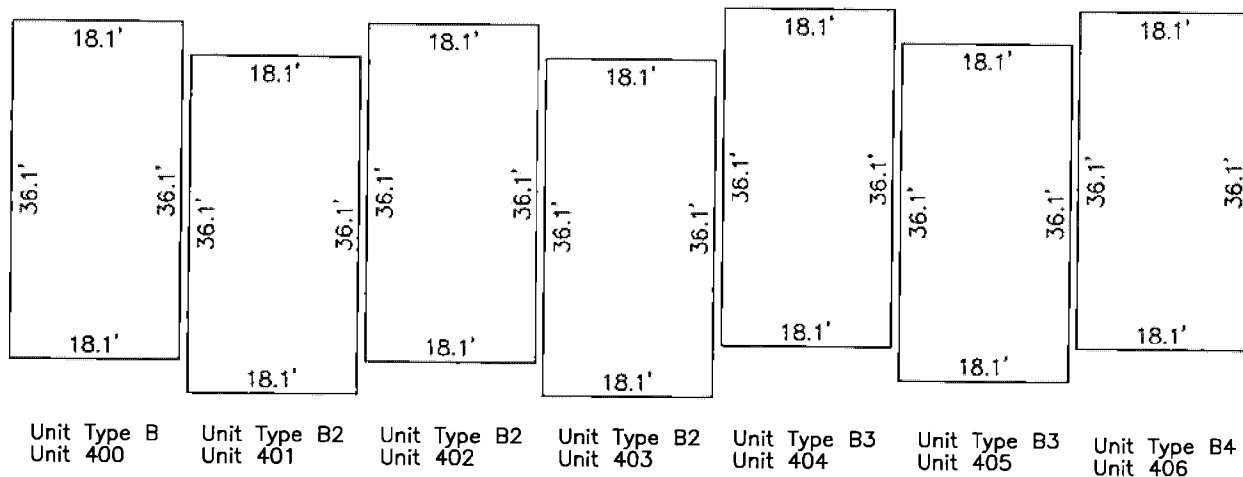
BUILDING 4



2 Unit Floor Plans - 2nd Floor
SCALE: 1"=20'

ARCHITECTURAL PLANS

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3 Unit Floor Plans - 3rd Floor
SCALE: 1"=20'

NOTE

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2.210 ACRES

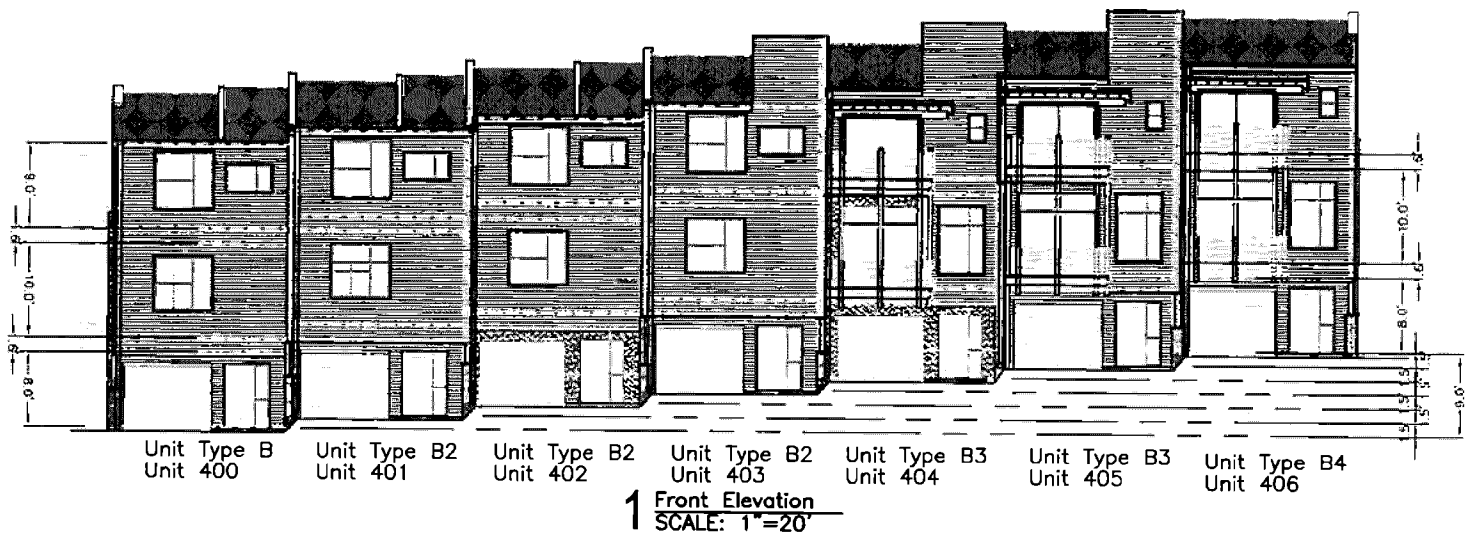
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SCALE: 1"=20'

ARCHITECTURAL PLANS

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BUILDING 4



NOTE

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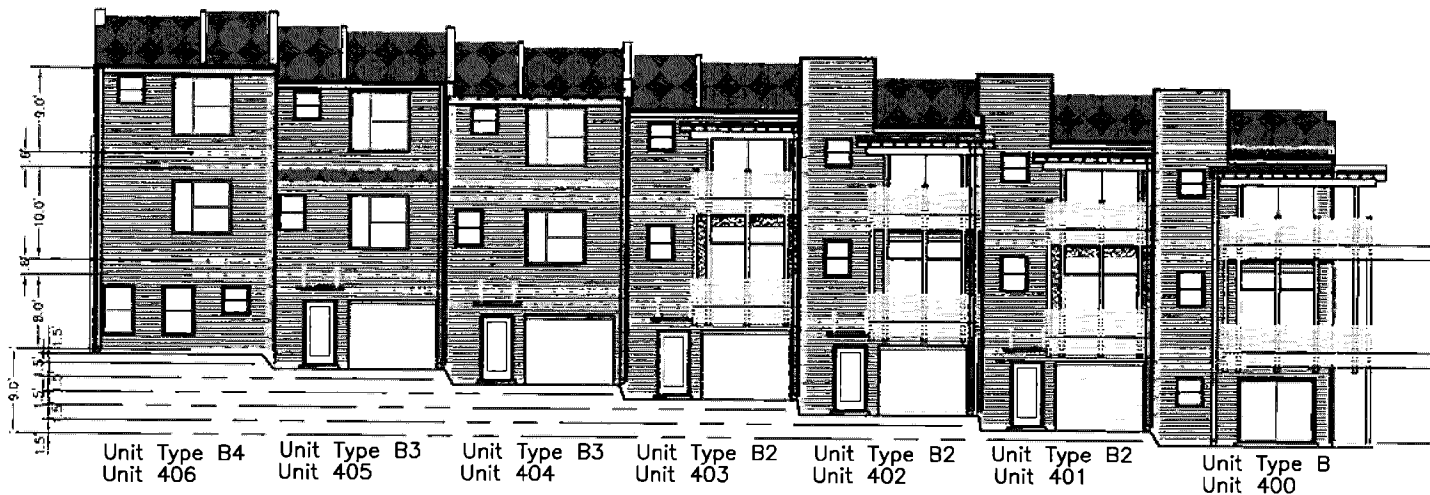
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TEXAS FIRM REGISTRATION NO. 100727-00

CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

BUILDING 4



2 Rear Elevation
SCALE: 1"=20'

ARCHITECTURAL PLANS

ALL ARCHITECTURAL PLANS INCLUDING FLOOR PLANS,
UNITS AND ELEVATION PLANS WERE PROVIDED BY:

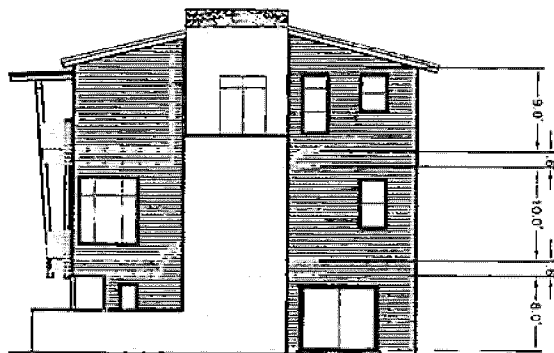
"J. SQUARE ARCHITECTURE"

OFFICE: 818 MORROW STREET, AUSTIN

PHONE: 512 879 4150

INFO@JSQUAREARCH.COM

BUILDING 4



1 Right Elevation
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 46 FOR:

- a. LEGEND
- b. HORIZONTAL DATUM
- c. LINE AND CURVE TABLES



2 Left Elevation
SCALE: 1"=20'

Landmark
SURVEYING, LP

2205 East 5th STREET

AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413

TEXAS FIRM REGISTRATION NO. 100727-00

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY

DATE: DECEMBER 17, 2018

OFFICE: M.BOUADI

CREW: S.SHREIBER, K.DUNN, A.SILVA

F.B.: 1553/40-44

JOB #: 1309-01-04

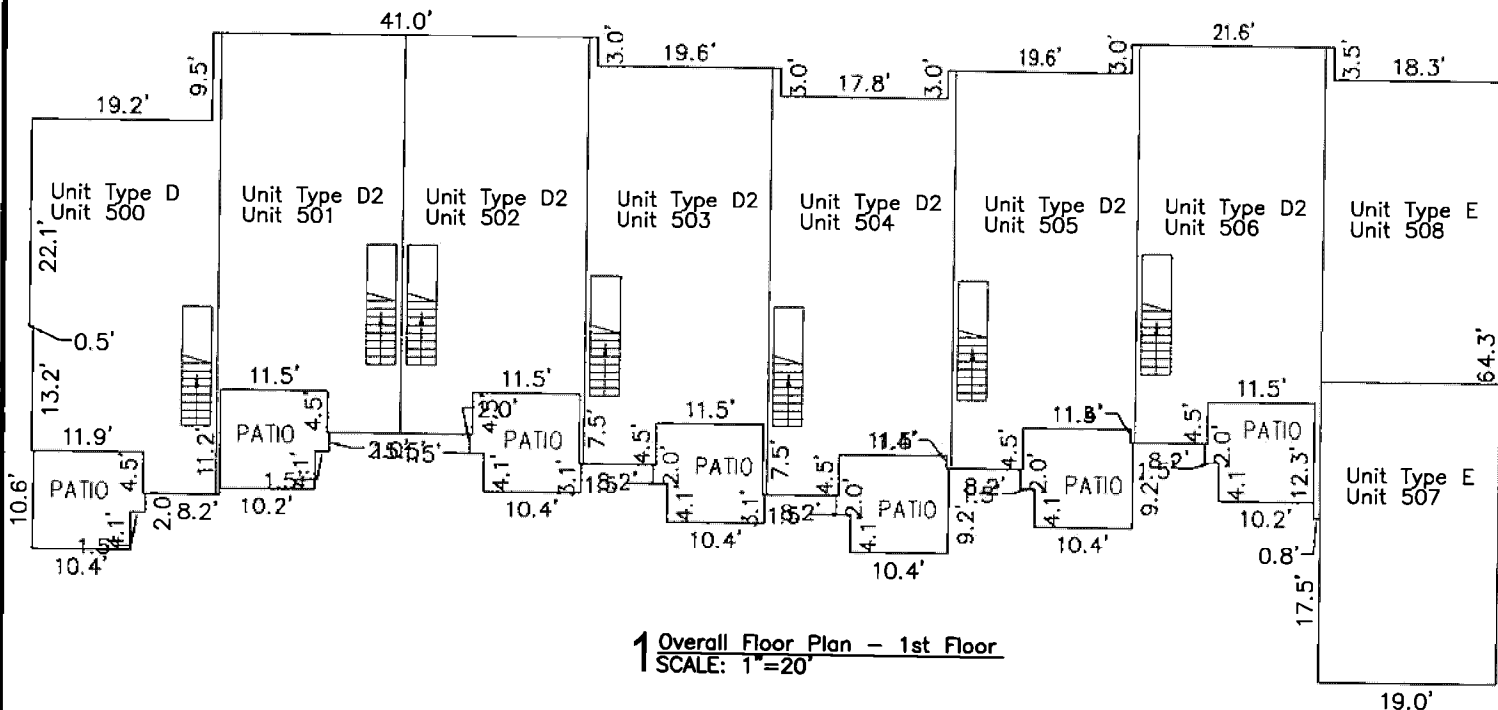
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CLAWSON RIDGE CONDOMINIUMS CONDOMINIUM PLAT 2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'

BUILDING 5 6,632 S.F. - 9 UNITS



ARCHITECTURAL PLANS

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Landmark
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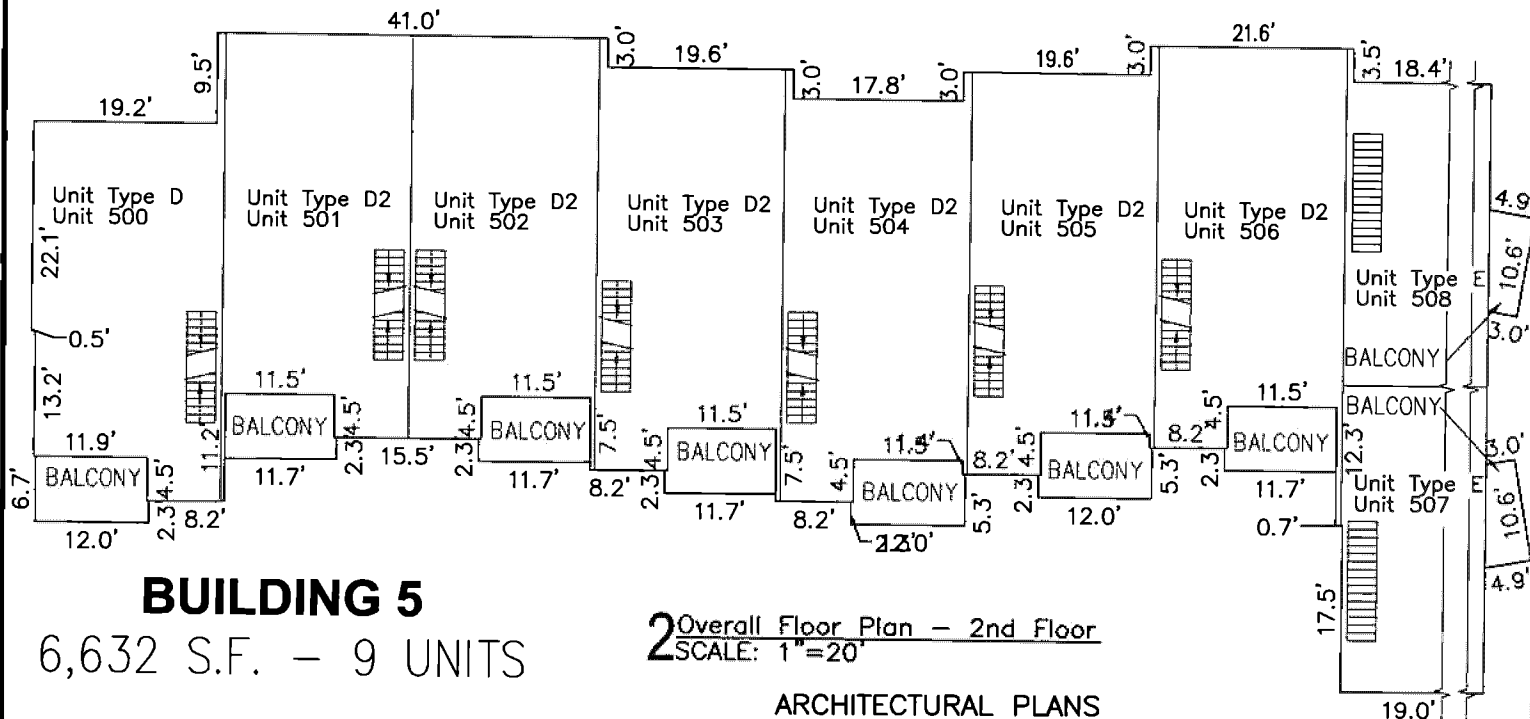
2205 East 5th STREET
AUSTIN, TEXAS 78702

PH: (512)328-7411 FAX: (512)328-7413
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OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'



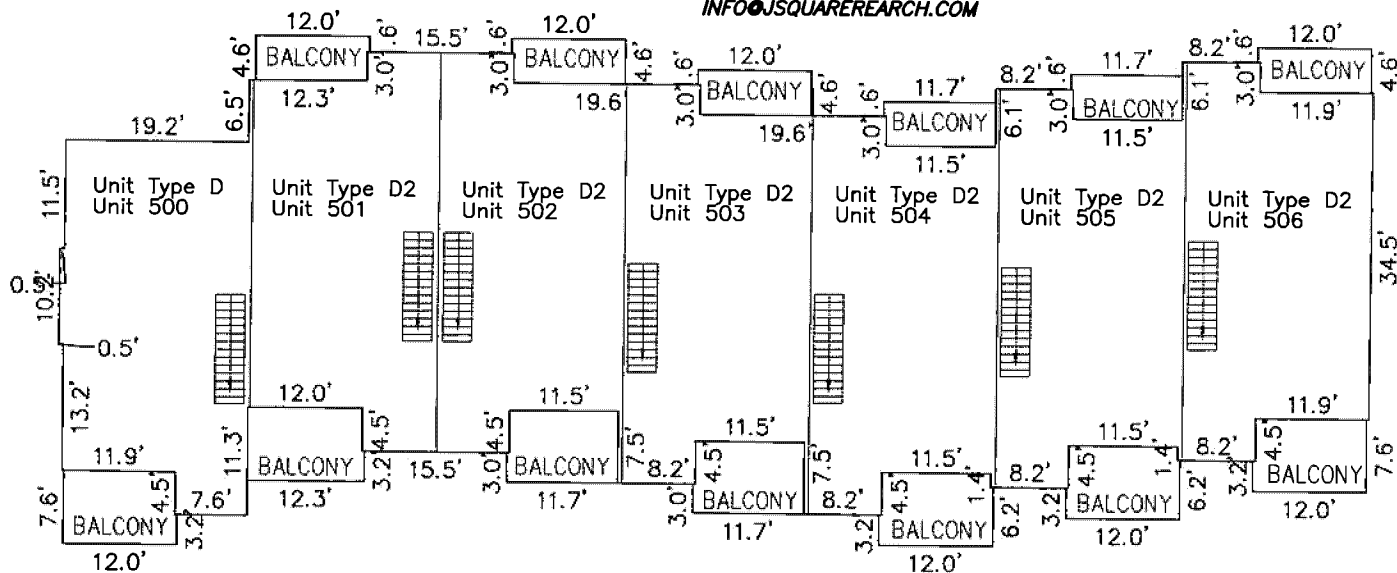
BUILDING 5

6,632 S.F. - 9 UNITS

2 Overall Floor Plan - 2nd Floor
SCALE: 1"=20'

ARCHITECTURAL PLANS

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3 Overall Floor Plan - 3rd Floor
SCALE: 1"=20'

NOTE

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- HORIZONTAL DATUM
- LINE AND CURVE TABLES

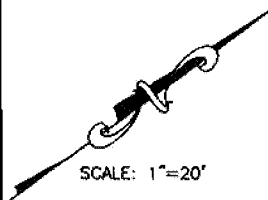
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PAGE 36 OF 46

Landmark
SURVEYING, LP

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AUSTIN, TEXAS 78702

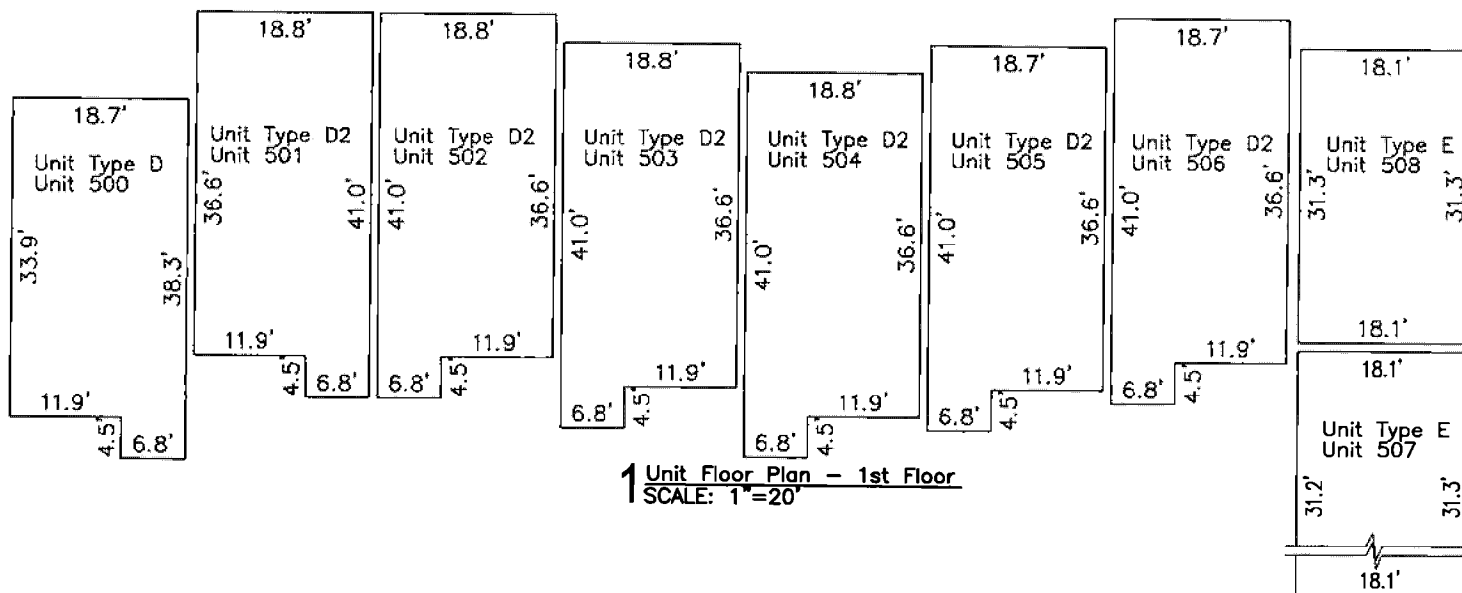
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**CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM PLAT
2.210 ACRES**

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

**BUILDING 5
6,632 S.F. – 9 UNITS**



1 Unit Floor Plan – 1st Floor
SCALE: 1"=20'

ARCHITECTURAL PLANS

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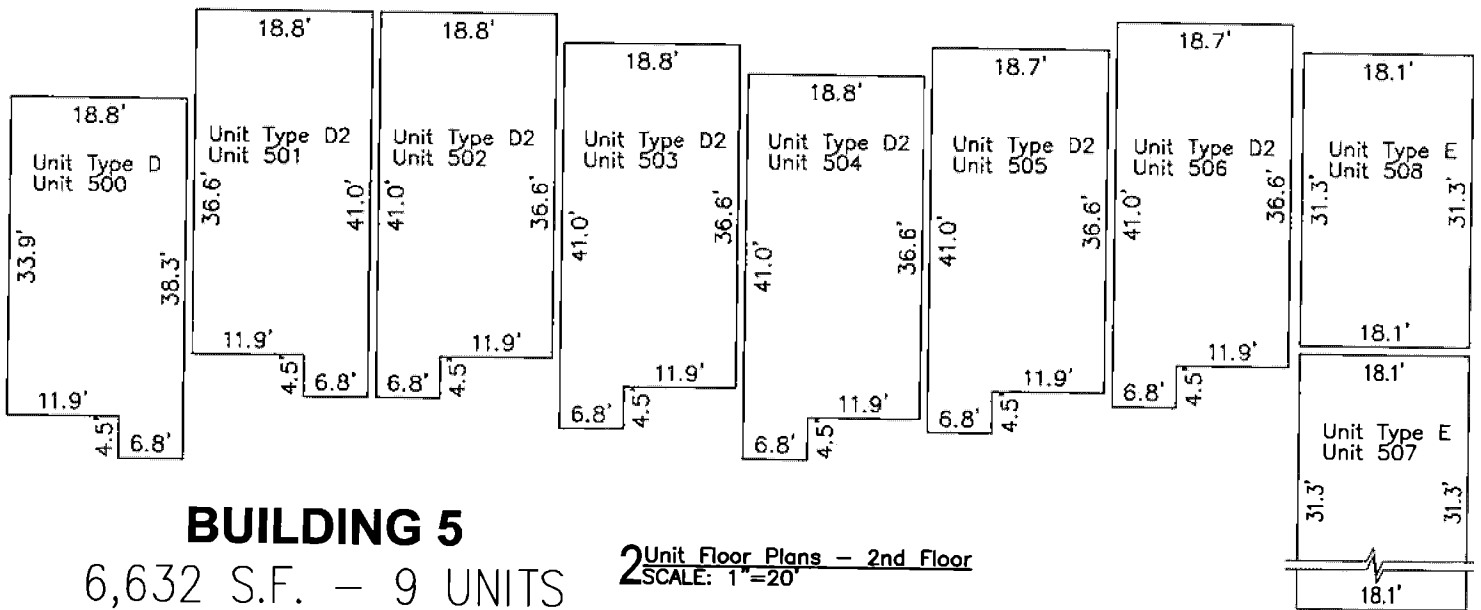

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BUILDING 5

6,632 S.F. - 9 UNITS

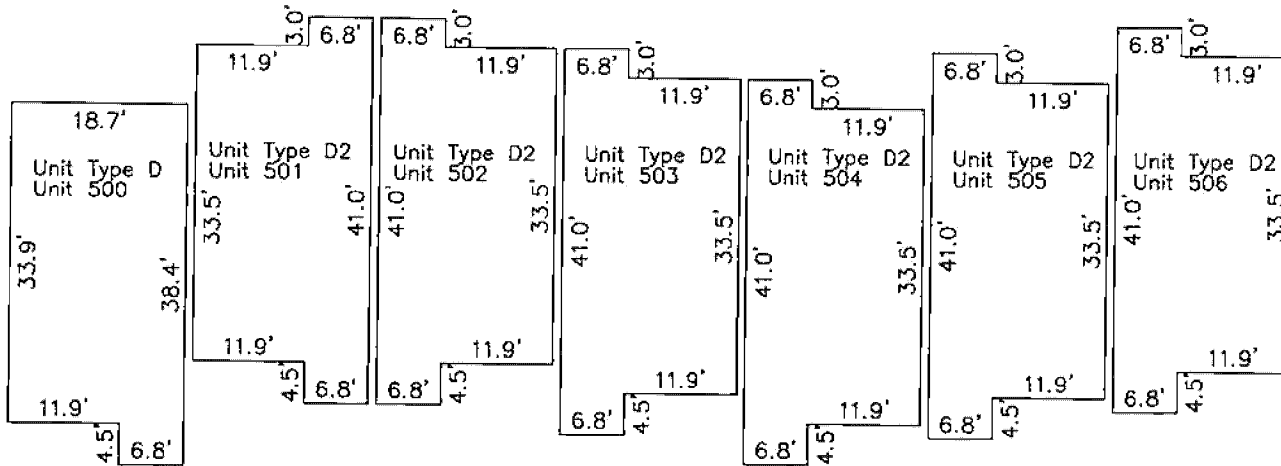
2 Unit Floor Plans - 2nd Floor
SCALE: 1"=20'

ARCHITECTURAL PLANS

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NOTE

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3 Unit Floor Plans - 3rd Floor
SCALE: 1"=20'

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Landmark
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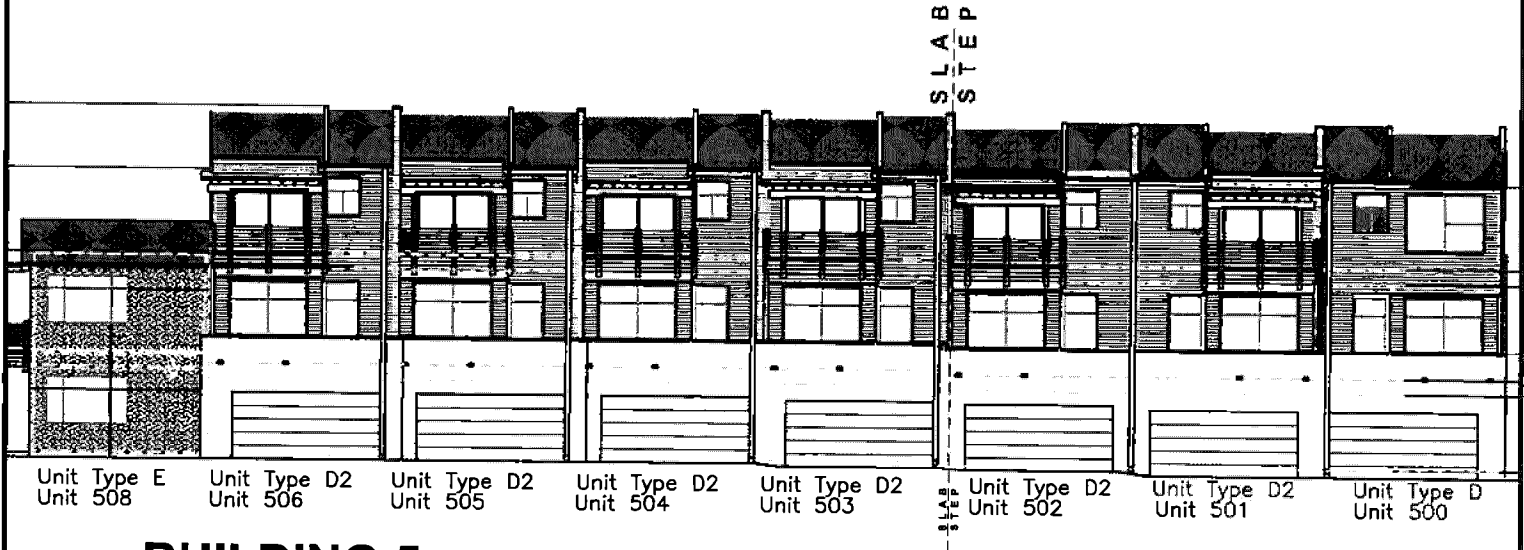
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(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'



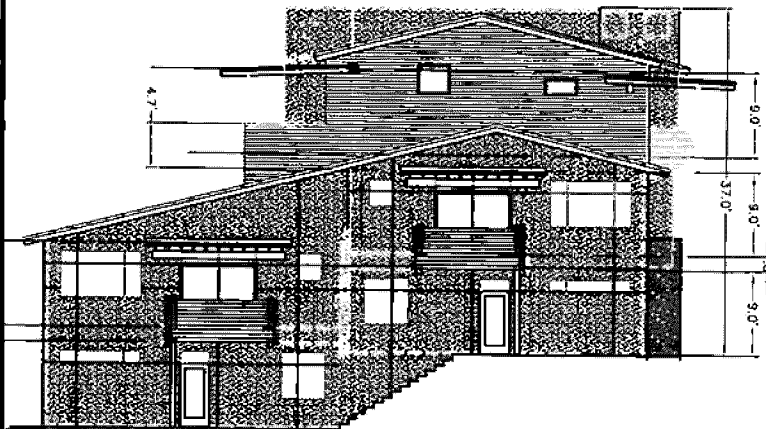
BUILDING 5

6,632 S.F. – 9 UNITS

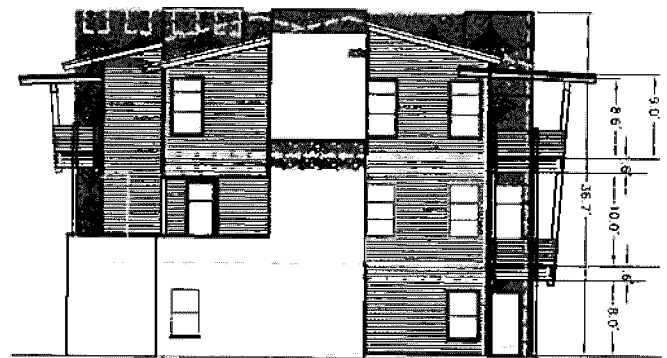
2 Rear Elevation
SCALE: 1"=20'

ARCHITECTURAL PLANS

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1 Right Elevation
SCALE: 1"=20'



2 Left Elevation
SCALE: 1"=20'

NOTE

- SEE SHEET 10 OF 46 FOR:
- LEGEND
 - HORIZONTAL DATUM
 - LINE AND CURVE TABLES

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CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM PLAT
2.210 ACRES

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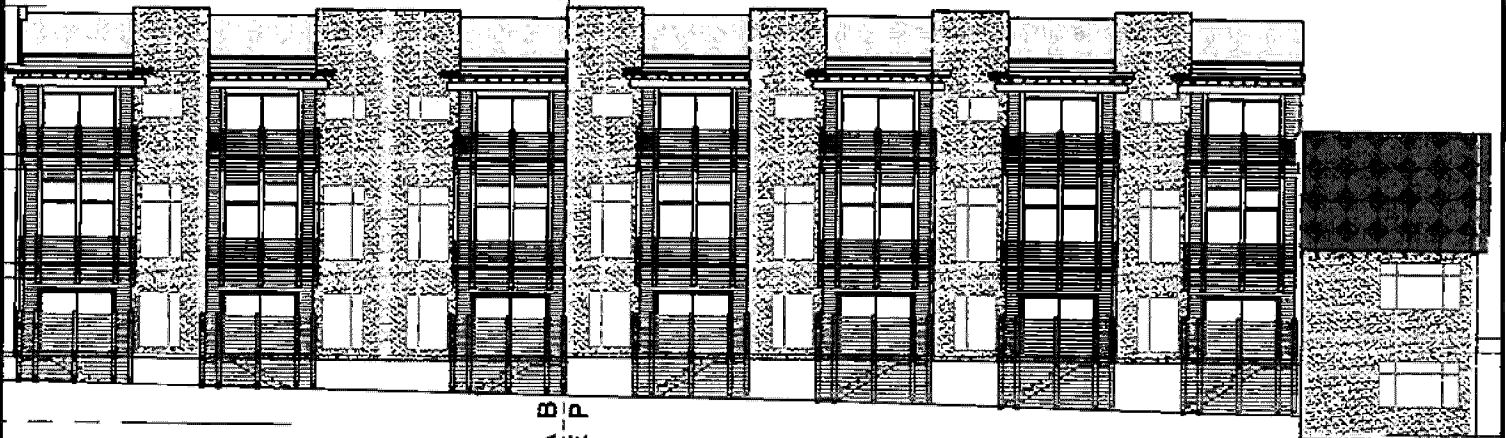
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BUILDING 5

6,632 S.F. - 9 UNITS

S
L
A
B
S
T
E
P



Unit Type D
Unit 500

Unit Type D2
Unit 501

Unit Type D2
Unit 502

Unit Type D2
Unit 503

Unit Type D2
Unit 504

Unit Type D2
Unit 505

Unit Type D2
Unit 506

Unit Type E
Unit 507

1 Front Elevation
SCALE: 1"=20'

NOTE

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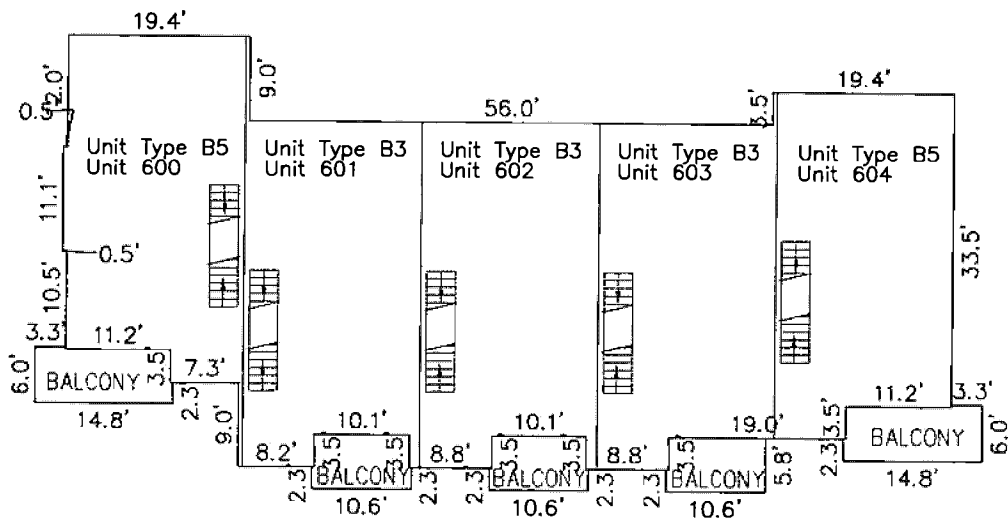
CLAWSON RIDGE CONDOMINIUMS

CONDOMINIUM PLAT

2.210 ACRES

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'



2 Overall Floor Plan - 2nd Floor
SCALE: 1"=20'

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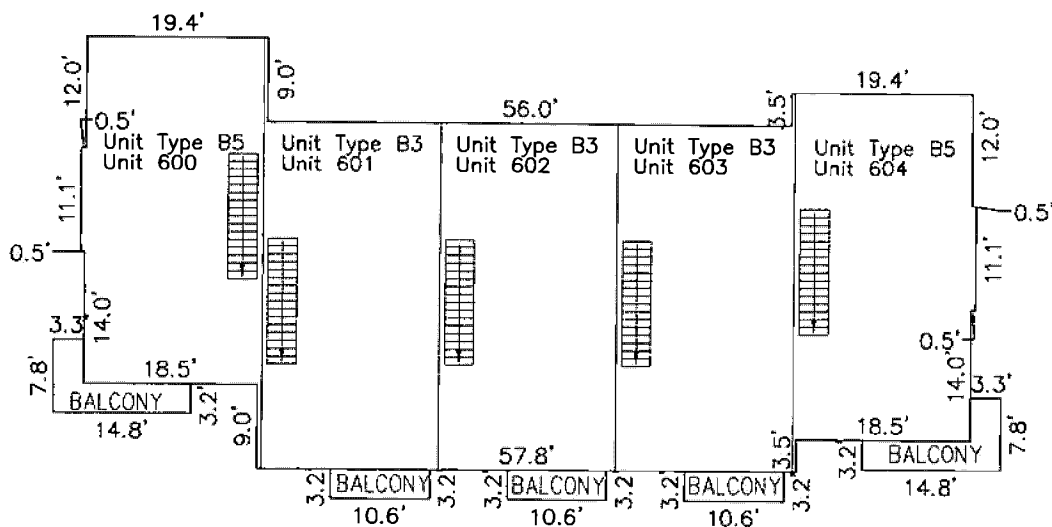
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BUILDING 6

3,223 S.F. - 5 UNITS



3 Overall Floor Plan - 3rd Floor
SCALE: 1"=20'

NOTE

SEE SHEET 10 OF 46 FOR:

- LEGEND
- HORIZONTAL DATUM
- LINE AND CURVE TABLES

CLIENT: CW-AVERY, LLC, A TEXAS LIMITED LIABILITY COMPANY

DATE: DECEMBER 17, 2018

OFFICE: M.BOUADI

CREW: S.SHREIBER, K.DUNN, A.SILVA

F.B.: 1553/40-44

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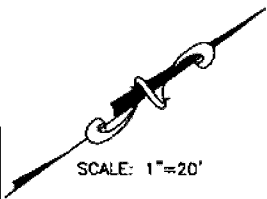
Landmark
SURVEYING, LP

2205 East 5th STREET

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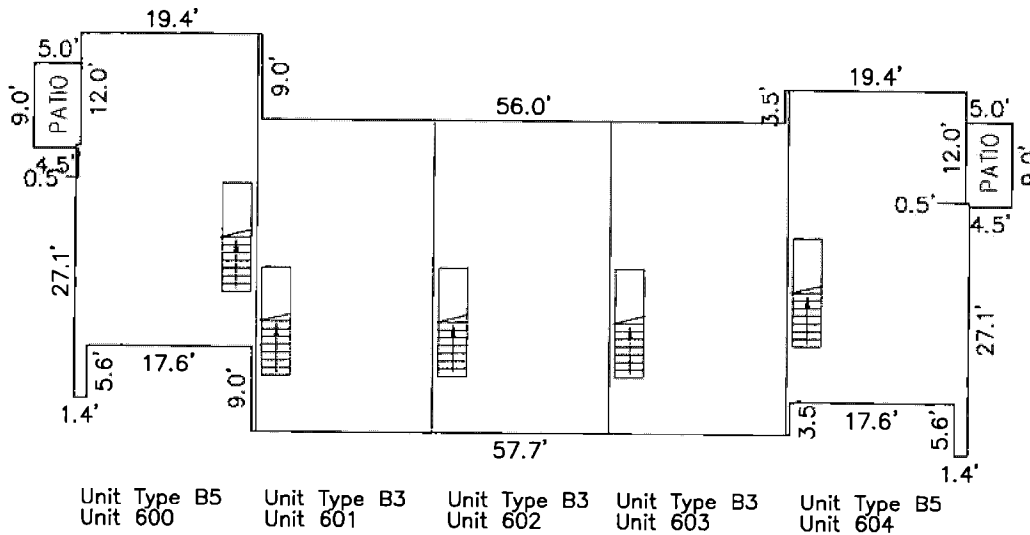
**CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM PLAT
2.210 ACRES**

OUT OF THE ISAAC DECKER LEAGUE, BEING COMPRISED OF THREE TRACTS
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**BUILDING 6
3,223 S.F. – 5 UNITS**



1 Overall Floor Plan – 1st Floor
SCALE: 1"=20'

NOTE

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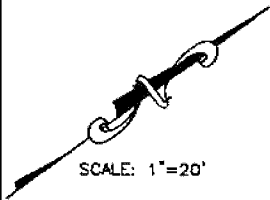
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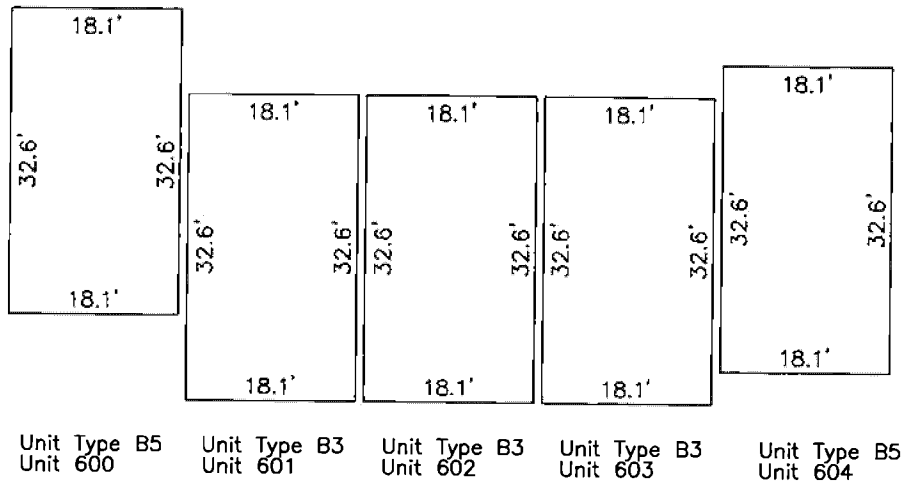


SCALE: 1"=20'

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BUILDING 6
3,223 S.F. – 5 UNITS



1 Unit Floor Plan – 1st Floor
SCALE: 1"=20'

NOTE

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- b. HORIZONTAL DATUM
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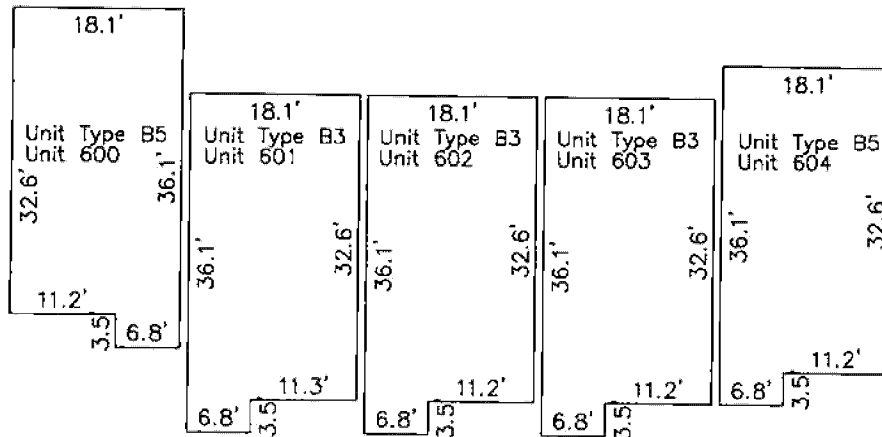
CLAWSON RIDGE CONDOMINIUMS

CONDOMINIUM PLAT

2.210 ACRES

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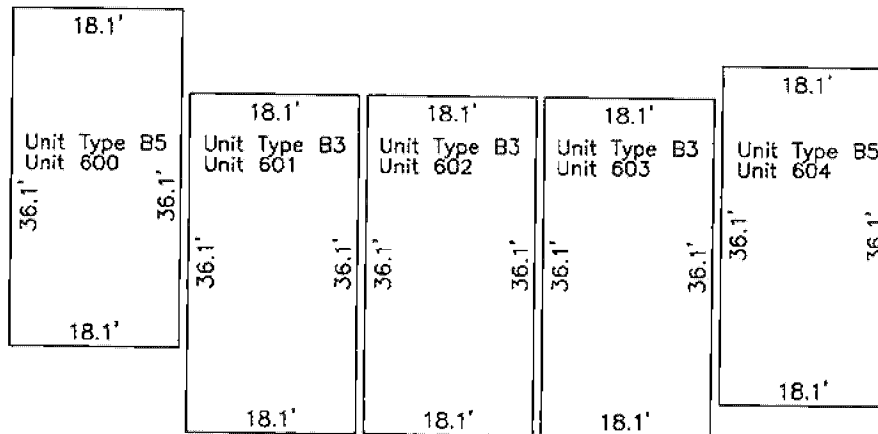
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BUILDING 6

3,223 S.F. - 5 UNITS



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BUILDING 6

3,223 S.F. – 5 UNITS



1 Front Elevation
SCALE: 1"=20'

NOTE

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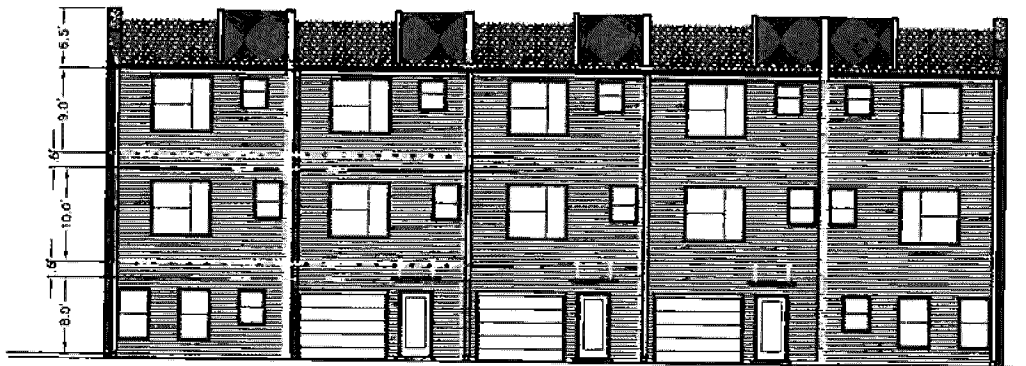
CLAWSON RIDGE CONDOMINIUMS

CONDOMINIUM PLAT

2.210 ACRES

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(SEE PAGE 4 OF 46 FOR LEGAL DESCRIPTION)

SCALE: 1"=20'



Unit Type B5
Unit 604

Unit Type B3
Unit 603

Unit Type B3
Unit 602

Unit Type B3
Unit 601

Unit Type B5
Unit 600

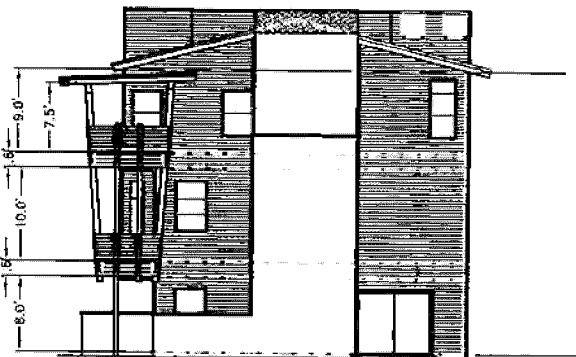
2 Rear Elevation
SCALE: 1"=20'

ARCHITECTURAL PLANS

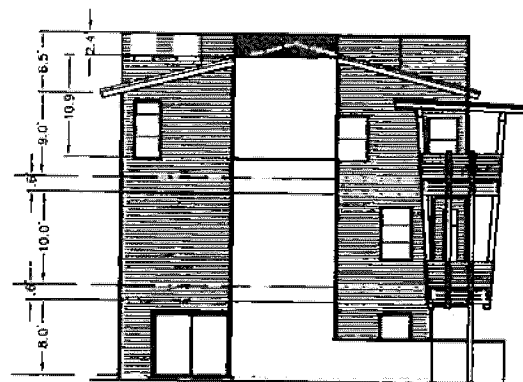
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BUILDING 6

3,223 S.F. - 5 UNITS



1 Right Elevation
SCALE: 1"=20'



2 Left Elevation
SCALE: 1"=20'

NOTE

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Landmark
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TEXAS FIRM REGISTRATION NO. 100727-00

EXHIBIT B

ATTACHMENT 3

SCHEDULE OF ALLOCATED INTERESTS

COMMON INTEREST ALLOCATION AND COMMON EXPENSE LIABILITY

<u>Plan Type Groups</u>	<u>Units</u>	<u>Square Footage Range of Units Within Plan Type Group</u>	<u>Common Interest Allocation (Per Each Unit Assigned to Plan Type Group)</u>	<u>Common Expense Liability Allocation</u>
A	115, 200-203, 300-302, 400-406, 500-506, 600-604	1,425 - 2,000	2.9874%	2.9874%
B	121, 122, 123, 124, 507, 508	950 – 1400	1.9359%	1.9359%
C	110, 111, 112, 113, 114, 120	800 or less	1.2875%	1.2875%

FOURTH AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF CONDOMINIUM REGIME
FOR CLAWSON RIDGE CONDOMINIUMS

BUILDING LCE ALLOCATION

<u>BUILDING LCE ALLOCATION – BUILDING</u> <u>5</u>	
<u>Units</u>	<u>Building LCE</u> <u>Allocation</u>
500	11.76%
501	12.33%
502	12.33%
503	12.33%
504	12.33%
505	12.33%
506	12.33%
507	7.13%
508	7.13%
Total	100%

<u>BUILDING LCE ALLOCATION – BUILDING</u> <u>6</u>	
<u>Units</u>	<u>Building LCE</u> <u>Allocation</u>
600	21.77%
601	18.82%
602	18.82%
603	18.82%
604	21.77%
Total	100%

<u>BUILDING LCE ALLOCATION – BUILDING</u> <u>2</u>	
<u>Units</u>	<u>Building LCE</u> <u>Allocation</u>
200	25.00%
201	25.00%
202	25.00%
203	25.00%
Total	100%

<u>BUILDING LCE ALLOCATION – BUILDING</u> <u>3</u>	
<u>Units</u>	<u>Building LCE</u> <u>Allocation</u>
300	33.33%
301	33.33%
302	33.33%
Total	100%

FOURTH AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF CONDOMINIUM REGIME
FOR CLAWSON RIDGE CONDOMINIUMS

<u>BUILDING LCE ALLOCATION – BUILDING</u> <u>4</u>	
<u>Units</u>	<u>Building LCE</u> <u>Allocation</u>
400	15.70%
401	13.70%
402	13.70%
403	13.70%
404	13.70%
405	13.70%
406	15.70%
Total	100%

<u>BUILDING LCE ALLOCATION – BUILDING</u> <u>1</u>	
<u>Units</u>	<u>Building LCE</u> <u>Allocation</u>
110	6.87%
111	6.87%
112	6.87%
113	6.87%
114	6.87%
115	16.51%
120	6.87%
121	10.57%
122	10.57%
123	10.57%
124	10.57%
Total	100%

FOURTH AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF CONDOMINIUM REGIME
FOR CLAWSON RIDGE CONDOMINIUMS

4846-6831-4755v.1
53781-4 12/18/2018



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

December 19 2018 11:27 AM

FEE: \$ 238.00 **2018195186**

CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM INFORMATION STATEMENT

ATTACHMENT 2
COMMUNITY MANUAL

AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD, PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

CLAWSON RIDGE CONDOMINIUMS

COMMUNITY MANUAL

Consisting of:
Certificate of Formation
Bylaws
Initial Rules & Regulations
Assessment Collection Policy
Fine Policy
Mold Policy
Certification and Acknowledgment

PROPERTY

Clawson Ridge Condominiums is located at 3700 Clawson Road, Austin, Texas, 78704 and are subject to the Declaration of Condominium Regime for Clawson Ridge Condominiums, recorded or to be recorded in the Official Public Records of Travis County, Texas.

ATTACHMENT 7

CLAWSON RIDGE CONDOMINIUMS

COMMUNITY MANUAL

CERTIFICATION & ACKNOWLEDGMENT

As the Declarant of Clawson Ridge Condominiums and the initial and sole member of Clawson Ridge Condominium Community, Inc. (the "Association"), I certify that the foregoing Clawson Ridge Condominiums Community Manual was adopted for the benefit of the Association as part of the initial project documentation for Clawson Ridge Condominiums, located in Travis County, Texas. This Community Manual becomes effective when recorded.

SIGNED on this 21 day of June, 2017.

DECLARANT:

3700 CLAWSON, LP, a Texas limited partnership

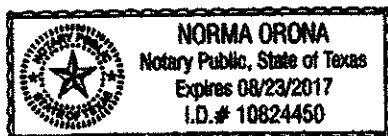
By: 3700 CLAWSON GP, LLC, a Texas limited liability company, General Partner

By: BCP GP, LLC, a Texas limited liability company, its Managing Member


Edward S. Butler, Sole Member

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 21st day of June, 2017 by Edward S. Butler, Sole Member of BCP GP, LLC, a Texas limited liability company, Managing Member of 3700 Clawson GP, LLC, a Texas limited liability company, General Partner of 3700 Clawson, LP, a Texas limited partnership, on behalf of said companies and partnership.



Norma Orona
Notary Public, State of Texas

**CLAWSON RIDGE CONDOMINIUMS
COMMUNITY MANUAL**

4814-9551-0308v.8
53781-4 6/20/2017

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**




DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

June 22 2017 03:22 PM

FEE: \$ 230.00 2017100194

AFTER RECORDING RETURN TO:



ROBERT D. BURTON, ESQ.
WINSTEAD, PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

CLAWSON RIDGE CONDOMINIUMS

COMMUNITY MANUAL

Consisting of:
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CLAWSON RIDGE CONDOMINIUMS COMMUNITY MANUAL

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ATTACHMENT 1

**CERTIFICATE OF FORMATION
OF
CLAWSON RIDGE CONDOMINIUM COMMUNITY, INC.**

CLAWSON RIDGE CONDOMINIUMS
COMMUNITY MANUAL

CERTIFICATE OF FORMATION

OF

CLAWSON RIDGE CONDOMINIUM COMMUNITY, INC.

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

ARTICLE I

NAME

The name of the corporation is: Clawson Ridge Condominium Community, Inc. (hereinafter called the "Association").

ARTICLE II

NONPROFIT CORPORATION

The Association is a nonprofit corporation.

ARTICLE III

DURATION

The Association shall exist perpetually.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. In furtherance of its purposes, the Association shall have the following powers which, unless indicated otherwise by this Certificate of Formation, that certain "Declaration of Condominium Regime for Clawson Ridge Condominiums", which is recorded in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "Declaration"), the Bylaws, or Texas law, may be exercised by the Board of Directors:

- (a) all rights and powers conferred upon nonprofit corporations by Texas law in effect from time to time;

CLAWSON RIDGE CONDOMINIUM COMMUNITY, INC.
CERTIFICATE OF FORMATION

(b) all rights and powers conferred upon condominium associations by Texas law, including the Act, in effect from time to time, provided, however, that the Association shall not have the power to institute, defend, intervene in, settle or compromise proceedings in the name of any Owner as provided in Section 82.102(a)(4) of the Act; and

(c) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in this Certificate of Formation, the Bylaws, the Declaration, or Texas law.

Notwithstanding any provision in Article XIV to the contrary, any proposed amendment to the provisions of this Article IV shall be adopted only upon an affirmative vote by the holders of one-hundred percent (100%) of the total number of votes of the Association and the Declarant during the Development Period, as determined and defined under the Declaration.

ARTICLE V

REGISTERED OFFICE; REGISTERED AGENT

The street address of the initial registered office of the Association is Lora Zarbock. The name of its initial registered agent at such address is 7105 West Rim Dr., Austin, Texas 78731.

ARTICLE VI

MEMBERSHIP

Membership in the Association shall be determined by the Declaration.

ARTICLE VII

VOTING RIGHTS

Voting rights of the members of the Association shall be determined as set forth in the Declaration. Notwithstanding the foregoing, cumulative voting is not permitted.

ARTICLE VIII

INCORPORATOR

The name and street address of the incorporator is:

CLAWSON RIDGE CONDOMINIUM COMMUNITY, INC.
CERTIFICATE OF FORMATION

NAME

ADDRESS

Robert D. Burton

401 Congress Avenue, Suite 2100
Austin, Texas 78701

ARTICLE IX

BOARD OF DIRECTORS

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors for nonprofit corporations pursuant to the Texas Business Organizations Code. The number of Directors of the Association may be increased in accordance with the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

NAME

ADDRESS

Paul Schultz

5704 Travis Green Ln.
Austin, TX 78735

Lora Zarbock

7105 West Rim Drive
Austin, TX 78731

Kent Zarbock

7105 West Rim Drive
Austin, TX 78731

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

ARTICLE X

LIMITATION OF DIRECTOR LIABILITY

A director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

CLAWSON RIDGE CONDOMINIUM COMMUNITY, INC.
CERTIFICATE OF FORMATION

ARTICLE XI

INDEMNIFICATION

Each person who acts as a director, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director or officer or by reason of any action alleged to have been taken or omitted by him in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

ARTICLE XII

DISSOLUTION

Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes substantially similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such substantially similar purposes.

ARTICLE XIII

ACTION WITHOUT MEETING

Any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be taken at any annual or special meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of members having the total number of votes of the Association necessary to enact the action taken, as determined under the Declaration or this Certificate of Formation.

ARTICLE XIV

AMENDMENT

This Certificate of Formation may be amended by proposal submitted to the membership of the Association. Except as otherwise provided by the terms and provisions of Article IV of this Certificate of Formation, any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a two-thirds (2/3) majority of the total number of votes of the Association, as determined under the Declaration. In the case of any conflict between the Declaration and this Certificate of Formation, the Declaration shall control; and in

CLAWSON RIDGE CONDOMINIUM COMMUNITY, INC.
CERTIFICATE OF FORMATION

the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 19th day of June, 2017.



Robert D. Burton, Incorporator

CLAWSON RIDGE CONDOMINIUM COMMUNITY, INC.
CERTIFICATE OF FORMATION

4826-9958-1983v.8
53781-4 6/19/2017

ATTACHMENT 2

CLAWSON RIDGE CONDOMINIUM COMMUNITY, INC.

BYLAWS

(a Texas condominium association)

ARTICLE 1

INTRODUCTION

1.1. **Property.** These Bylaws of Clawson Ridge Condominium Community, Inc., provide for the governance of the condominium regime known as Clawson Ridge Condominiums, established on certain real property in Travis County, Texas (the "**Property**"), as more particularly described in that certain Declaration of Condominium Regime for Clawson Ridge Condominiums, recorded or to be recorded in the Official Public Records of Travis County, Texas (the "**Declaration**").

1.2. **Parties to Bylaws.** All present or future Owners of Units and all other persons who use or occupy the Property in any manner are subject to these Bylaws, the Declaration, and the other Documents as defined in the Declaration. The mere acquisition or occupancy of a Unit will signify that these Bylaws are accepted, ratified, and will be strictly followed.

1.3. **Definitions.** Words and phrases defined in the Declaration have the same meanings when used in these Bylaws. Article 1 of the Declaration is incorporated herein by reference.

1.4. **Nonprofit Purpose.** The Association is organized to be a nonprofit corporation.

1.5. **Declarant Control.** Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in Appendix "A" of the Declaration during the Declarant Control Period and the Development Period, as defined in the Declaration, including the number, qualification, appointment, removal, and replacement of directors.

1.6. **General Powers and Duties.** The Association, acting through the Board, has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property as may be required or permitted by the Documents and Texas law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Documents.

ARTICLE 2

BOARD OF DIRECTORS

During the Declarant Control Period, Appendix "A" of the Declaration governs the number, qualification, and appointment of directors. During the Declarant Control Period,

CLAWSON RIDGE CONDOMINIUMS
COMMUNITY MANUAL

Directors appointed by the Declarant need not be Owners. Directors appointed by the Declarant may not be removed by the Owners and need not comply with the qualifications set forth in Section 2.2 below. Directors appointed by the Declarant may be removed by Declarant only and are not subject to removal pursuant to Section 2.5 below. During the Declarant Control Period, Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee.

2.1. **Number and Term of Office.** The Board will consist of three (3) persons. One director will be elected for a three (3) year term, one director will be elected for a two (2) year term, and one director will be elected for a one (1) year term. A director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed. The number of directors may be changed by amendment of these Bylaws, but may not be less than three (3).

2.2. **Qualification.** The following qualifications apply to the election or appointment of persons to the Board.

2.2.1. **Owners.** At least a Majority of the directors must be Members of the Association or spouses of Members.

2.2.2. **Entity Member.** If a Unit is owned by a legal entity, such as a partnership or corporation, any officer, partner, agent, or employee of that entity Member is eligible to serve as a director and is deemed to be a Member for the purposes of this Section. If the relationship between the entity Member and the director representing it terminates, that directorship will be deemed vacant.

2.2.3. **Delinquency.** No person may be elected or appointed as a director if any assessment or fine against the person or his Unit is delinquent at the time of election or appointment, provided he has been given notice of the delinquency and a reasonable opportunity to cure the delinquency.

2.2.4. **Litigation.** No person may be elected or appointed as a director if the person is a party adverse to the Association or the Board in pending litigation to which the Association or the Board is a party.

2.3. **Election.** Directors will be elected by the Members of the Association. The election of directors will be conducted at the annual meeting of the Association, at any special meeting called for that purpose, or by mail, facsimile transmission, electronic mail, or a combination of any of these.

2.4. **Vacancies.** Vacancies on the Board caused by any reason, except the removal of a director by a vote of the Association, are filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any meeting of the Board. Each director so

elected serves until the next meeting of the Association, at which time a successor will be elected to fill the remainder of the term.

2.5. Removal of Directors.

2.5.1. Removal by Members. At any annual meeting or special meeting of the Association, any one or more of the directors may be removed with or without cause by Members representing at least two-thirds of the votes present in person or by proxy at the meeting, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Members must be given an opportunity to be heard at the meeting.

2.5.2. Removal by Directors. A director may not be removed by the officers or by the remaining directors, except for the following limited reasons for which a director may be removed by at least a Majority of the other directors at a meeting of the Board called for that purpose:

i. The director is a party adverse to the Association or the Board in pending litigation to which the Association or the Board is a party; provided the Association did not file suit to effect removal of the director.

ii. The director's account with the Association has been delinquent for at least ninety (90) days or has been delinquent at least three (3) times during the preceding twelve (12) months; provided he was given notice of the default and a reasonable opportunity to cure.

iii. The director has refused or failed to attend three (3) or more meetings of the Board during the preceding twelve (12) months; provided he was given proper notice of the meetings.

iv. The director has refused or failed to cure a violation of the Documents for which he has been given notice, a reasonable opportunity to cure, and an opportunity to request a hearing before the Board.

2.6. Meetings of the Board.

2.6.1. Organizational Meeting of the Board. Within ten (10) days after the annual meeting, the directors will convene an organizational meeting for the purpose of electing officers. The time and place of the meeting will be fixed by the Board and announced to the directors.

2.6.2. Regular Meetings of the Board. Regular meetings of the Board may be held at a time and place that the Board determines, from time to time, but at least one (1) such meeting must be held annually. Notice of regular meetings of the Board will be

given to each director, personally or by telephone, written, or electronic communication, at least three (3) days prior to the date of the meeting.

2.6.3. Special Meetings of the Board. Special meetings of the Board may be called by the president or, if he is absent or refuses to act, by the secretary, or by any two (2) directors. At least three (3) days' notice will be given to each director, personally or by telephone, written, or electronic communication, which notice must state the place, time, and purpose of the meeting.

2.6.4. Emergency Meetings. In case of an emergency, the Board may convene a meeting after making a diligent attempt to notify each director by any practical method.

2.6.5. Conduct of Meetings. The president presides over meetings of the Board and the secretary keeps, or causes to be kept, a record of resolutions adopted by the Board and a record of transactions and proceedings occurring at meetings. When not in conflict with law or the Documents, the then current edition of Robert's Rules of Order governs the conduct of the meetings of the Board.

2.6.6. Quorum. At meetings of the Board, a Majority of Directors constitutes a quorum for the transaction of business, and the acts of the Majority of the Directors present at a meeting at which a quorum is present are the acts of the Board. If less than a quorum is present at a meeting of the Board, the Majority of those present may adjourn the meeting from time to time. At any reconvened meeting at which a quorum is present, any business that may have been transacted at the meeting as originally called may be transacted without further notice. Directors may not participate by proxy at meetings of the Board.

2.6.7. Open Meetings. Regular and special meetings of the Board are open to Members of the Association, subject to the following provisions to the extent permitted or required by the Act:

i. No audio or video recording of the meeting may be made, except by the Board or with the Board's prior express consent.

ii. Members who are not Directors may not participate in Board deliberations under any circumstances, and may not participate in Board discussions unless the Board expressly so authorizes at the meeting.

iii. The Board may adjourn any meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar or sensitive nature. The nature of business to be considered in executive session will first be announced in open session.

iv. The Board may prohibit attendance by non-Members, including representatives, proxies, agents, and attorneys of Members.

v. The Board may prohibit attendance by any Member who disrupts meetings or interferes with the conduct of Board business.

vi. The Board may but is not required to publish to Members the time, date, and place of Board meetings, but will provide the information if requested in writing by a Member on a meeting by meeting basis.

2.6.8. Telephone Meetings. Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

2.6.9. Action without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all Directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent has the same force and effect as a unanimous vote. This Section does not apply to actions that require meetings under the Act.

2.7. Liabilities and Standard of Care. In performing their duties, the directors are required to exercise certain standards of care and are subject to certain liabilities, including but not limited to the following provisions of State law: Section 82.103(a) and (f) of the Act, and Sections 3.102, 3.105, 22.221, 22.223, 22.224, 22.225, 22.226, 22.227 and 22.230 of the Texas Business Organizations Code.

2.8. Powers and Duties. The Board has all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Property. The Board may do all acts and things except those which, by law or the Documents, are reserved to the Members and may not be delegated to the Board. Without prejudice to the general and specific powers and duties set forth in laws or the Documents, or powers and duties as may hereafter be imposed on the Board by resolution of the Association, the powers and duties of the Board include, but are not limited to, the following:

2.8.1. Appointment of Committees. The Board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the Board with its responsibilities. The resolution may establish the purposes and powers of the committee created, provide for the appointment of a chair and committee Members, and may provide for reports, termination, and other administrative matters deemed appropriate

by the Board. Members of committees will be appointed from among the Owners and Occupants.

2.8.2. Manager. The Board may employ a manager or managing agent for the Association, at a compensation established by the Board, to perform duties and services authorized by the Board.

2.9. Fidelity Bonds. Any person handling or responsible for Association funds, including officers, agents, and employees of the Association, must furnish adequate fidelity bonds. The premiums on the bonds may be a common expense of the Association.

ARTICLE 3

OFFICERS

3.1. Designation. The principal officers of the Association are the president, the secretary, and the treasurer. The Board may appoint one (1) or more vice-presidents and other officers and assistant officers as it deems necessary. The president and secretary must be directors. Other officers may, but need not, be Members or directors. Any two (2) offices may be held by the same person, except the offices of president and secretary. If an officer is absent or unable to act, the Board may appoint a director to perform the duties of that officer and to act in place of that officer, on an interim basis.

3.2. Election of Officers. The officers are elected no less than annually by the directors at the organizational meeting of the Board and hold office at the pleasure of the Board. Except for resignation or removal, officers hold office until their respective successors have been designated by the Board.

3.3. Removal and Resignation of Officers. A Majority of directors may remove any officer, with or without cause, at any regular meeting of the Board or at any special meeting of the Board called for that purpose. A successor may be elected at any regular or special meeting of the Board called for that purpose. An officer may resign at any time by giving written notice to the Board. Unless the notice of resignation states otherwise, it is effective when received by the Board and does not require acceptance by the Board. The resignation or removal of an officer who is also a director does not constitute resignation or removal from the Board.

3.4. Standard of Care. In performing their duties, the officers are required to exercise the standards of care provided by Section 82.103(a) and (f) of the Act and by Section 3.105 of the Texas Business Organizations Code.

Description of Principal Offices

3.5.1. President. As the chief executive officer of the Association, the president: (i) presides at all meetings of the Association and of the Board; (ii) has all the general powers and duties which are usually vested in the office of president of a corporation organized under the laws of the State of Texas; (iii) has general supervision, direction,

and control of the business of the Association, subject to the control of the Board; and (iv) sees that all orders and resolutions of the Board are carried into effect.

3.5.2. **Secretary.** The secretary: (i) keeps the minutes of all meetings of the Board and of the Association; (ii) has charge of such books, papers, and records as the Board may direct; (iii) maintains a record of the names and addresses of the Members for the mailing of notices; and (iv) in general, performs all duties incident to the office of secretary.

3.5.3. **Treasurer.** The treasurer: (i) is responsible for Association funds; (ii) keeps full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepares all required financial data and tax returns; (iv) deposits all monies or other valuable effects in the name of the Association in depositories as may from time to time be designated by the Board; (v) prepares the annual and supplemental budgets of the Association; (vi) reviews the accounts of the managing agent on a monthly basis in the event a managing agent is responsible for collecting and disbursing Association funds; and (vii) performs all the duties incident to the office of treasurer.

3.6. **Authorized Agents.** Except when the Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association. In the absence of Board designation, the president and the secretary are the only persons authorized to execute instruments on behalf of the Association.

ARTICLE 4

MEETINGS OF THE ASSOCIATION

4.1. **Annual Meeting.** An annual meeting of the Association will be held once during each twelve (12) month period on a date and at a time determined by the Board. At each annual meeting the Members will elect directors in accordance with these Bylaws. The Members may also transact such other business of the Association as may properly come before them.

4.2. **Special Meetings.** It is the duty of the president to call a special meeting of the Association if directed to do so by a Majority of the Board or by a petition signed by Owners of at least thirty percent (30%) of the Units. The meeting must be held within thirty (30) days after the Board resolution or receipt of petition. The notice of any special meeting must state the time, place, and purpose of the meeting. No business, except the purpose stated in the notice of the meeting, may be transacted at a special meeting.

4.3. **Place of Meetings.** Meetings of the Association may be held at the Property or at a suitable place convenient to the Members, as determined by the Board.

4.4. **Notice of Meetings.** At the direction of the Board, written notice of meetings of the Association will be given to an Owner of each Unit at least ten (10) days but not more than sixty (60) days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting as annual or special, and will

state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the Board.

4.5. **Ineligibility.** The Board may determine that no Member may vote at meetings of the Association if the Member's financial account with the Association is in arrears forty-five (45) days before the date of a meeting of the Association at which Members will vote, provided each ineligible Member is given notice of the arrearage and an opportunity to become eligible. The Board may specify the manner, place, and time for payment for purposes of restoring eligibility. A determination of Members entitled to vote at a meeting of the Association is effective for any adjournment of the meeting, provided the date of the adjourned meeting is not more than forty-five (45) days after the original meeting.

4.6. **Voting Members List.** The Board will prepare and make available a list of the Association's voting Members in accordance with Section 22.158(b) of the Texas Business Organizations Code.

4.7. **Quorum.** At any meeting of the Association, the presence in person or by proxy of Members representing at least a Majority of the Units in the Property constitutes a quorum.

4.8. **Lack of Quorum.** If a quorum is not present at any meeting of the Association for which proper notice was given, Members representing at least a Majority of the votes present at the meeting, although not constituting a quorum, may vote to recess the meeting for not more than twenty-four (24) hours in order to attain a quorum, provided the place of the meeting remains as stated in the notice. If the meeting is adjourned without attainment of a quorum, notice of a new meeting for the same purposes within fifteen (15) to thirty (30) days may be given to an Owner of each Unit, at which meeting the Members present in person or by proxy (even if representing less than a Majority of the Units) will be sufficient to constitute a quorum for the purposes of that meeting.

4.9. **Votes.** The vote of Members representing at least a Majority of the votes cast at any meeting at which a quorum is present binds all Members for all purposes, except when a higher percentage is required by these Bylaws, the Declaration, or by law. Cumulative voting is prohibited.

4.9.1. **Co-Owned Units.** If a Unit is owned by more than one Member, the vote appurtenant to that Unit is cast in accordance with Section 82.110(a) of Act, which is summarized as follows. If only one of the multiple Owners of a Unit is present at a meeting of the Association, that person may cast the vote allocated to that Unit. If more than one of the multiple Owners is present, the vote allocated to that Unit may be cast only in accordance with the Owners' unanimous agreement. Multiple Owners are in unanimous agreement if one of the multiple Owners casts the vote allocated to a Unit and none of the other Owners makes prompt protest to the person presiding over the meeting.

4.9.2. Corporation-Owned Units. If a Unit is owned by a corporation, the vote appurtenant to that Unit may be cast by any officer of the corporation in the absence of the corporation's written appointment of a specific person to exercise its vote. The vote of a partnership may be cast by any general partner in the absence of the partners' written appointment of a specific person. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of a corporation or partnership is qualified to vote.

4.9.3. Association-Owned Units. Votes allocated to a Unit owned by the Association may be counted towards a quorum and for all ballots and votes except the election or removal of directors. The vote appurtenant to a Unit owned by the Association is exercised by the Board.

4.10. Proxies. Votes may be cast in person or by written proxy. To be valid, each proxy must: (i) be signed and dated by a Member or his attorney-in-fact; (ii) identify the Unit to which the vote is appurtenant; (iii) name the person or title (such as "presiding officer") in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (iv) identify the meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be delivered to the Secretary, to the person presiding over the Association meeting for which the proxy is designated, or to a person or company designated by the Board. Unless the proxy specifies a shorter or longer time, it terminates eleven (11) months after the date of its execution. Perpetual or self-renewing proxies are permitted, provided they are revocable. To revoke a proxy, the granting Member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes. A proxy may be delivered by fax. However, a proxy received by fax may not be counted to make or break a tie-vote unless: (a) the proxy has been acknowledged or sworn to by the Member, before and certified by an officer authorized to take acknowledgments and oaths; or (b) the Association also receives the original proxy within five (5) days after the vote.

4.11. Conduct of Meetings. The president, or any person designated by the Board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then current edition of Robert's Rules of Order governs the conduct of meetings of the Association when not in conflict with the Documents. Votes should be tallied by Members appointed by the person presiding over the meeting.

4.12. Order Of Business. Unless the notice of meeting states otherwise, or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Association is as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Approval of minutes of preceding meeting
- Reports of Officers (if any)
- Election of directors (when required)
- Unfinished or old business
- New business

4.13. **Adjournment of Meeting.** At any meeting of the Association, a Majority of the Members present at that meeting, either in person or by proxy, may adjourn the meeting to another time and place.

4.14. **Action without Meeting.** Subject to Board approval, any action which may be taken by a vote of the Members at a meeting of the Association may also be taken without a meeting by written consents. The Board may permit Members to vote by any method allowed by Section 22.160(b)(c) and (d) of the Texas Business Organizations Code, which may include hand delivery, mail, fax, email, or any combination of these. Written consents by Members representing at least a Majority of votes in the Association, or such higher percentage as may be required by the Documents, constitutes approval by written consent. This Section may not be used to avoid the requirement of an annual meeting and does not apply to the election of directors.

4.15. **Telephone Meetings.** Members of the Association may participate in and hold meetings of the Association by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in the meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE 5

RULES

5.1. **Rules.** The Declarant has adopted initial rules and regulations for: (i) the administration of the Association and the Documents; (ii) the maintenance, management, operation, use, conservation, and beautification of the Property; and (iii) the health, comfort, and general welfare of the Occupants; provided, however, that such rules may not be in conflict with law or the Documents. The Board will, at all times, maintain the then current and complete rules in a written form which can be copied and distributed to the Members. The Board has the right to amend, from time to time, the rules and regulations; provided, however, that until the expiration or termination of the Development Period, all amendments to the rules and regulations must be approved in advance and in writing by Declarant.

5.2. **Adoption and Amendment.** Any rule may be adopted, amended, or terminated by the Board, provided that the rule and the requisite Board (and Declarant, if applicable) approval are properly recorded as a resolution in the minutes of the meeting of the Board.

5.3. **Distribution.** On request from any Member or Occupant, the Board will provide a current and complete copy of rules. Additionally, the Board will, from time to time, distribute copies of the current and complete rules to Owners and, if the Board so chooses, to non-Member Occupants.

ARTICLE 6 **ENFORCEMENT**

6.1. **Remedies.** The violation of any provision of the Documents gives the Board the following rights, in addition to any other rights set forth in the Documents:

6.1.1. **Fines.** To impose reasonable fines, if notice and an opportunity to be heard are given.

6.1.2. **Self-Help.** After notice and an opportunity to be heard are given, except in case of an emergency, to enter the Unit or Common Element in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition (except for additions or alterations of a permanent nature that may exist in that Unit) that is contrary to the intent and meaning of the provisions of the Documents. The Board may not be deemed liable for any manner of trespass by this action.

6.1.3. **Courts.** To enjoin, abate, or remedy, by appropriate legal proceedings, the continuance of any breach.

6.2. **Notice and Hearing.** Before imposing a fine or exercising self-help abatement, the Board must give the Owner a written violation notice and an opportunity to be heard.

6.2.1. **Notice of Violation.** Before levying a fine, the Association will give the Owner a written violation notice via certified mail, return receipt requested, and an opportunity to be heard, if requested by the Owner. This requirement may not be waived. The Association's written violation notice will contain the following items: (1) the date the violation notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due to the Association from the Owner; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation; (5) the timeframe in which the violation is required to be cured to avoid the fine or suspension; (6) the amount of the fine; (7) a statement that no later than the thirtieth (30th) day after receiving the notice, the Owner may request a hearing pursuant to Section 82.102 of TUCA; and (8) a statement informing the Owner that they may have special rights or relief related to the enforcement action under federal law, including the Servicemembers

Civil Relief Act (50 U.S.C. app. section et seq), if the Owner is serving on active military duty. The notice sent out is further subject to the Association's Fine Policy.

6.2.2. Notice to Occupant. In addition to giving the written violation notice to the Owner, the Board may also give a copy of the notice to the non-Owner Occupant, if the Board deems it appropriate.

6.2.3. Request for Hearing. To request a hearing before the Board, an Owner must submit a written request to the Board within thirty (30) days after receiving the violation notice (the "Request"). The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least (10) days' before the date of the hearing, and should be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend.

6.2.4. Pending Hearing. Pending the hearing, the Board may continue to exercise the Association's other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of the fine or the abatement action described in the notice.

6.2.5. Hearing. The hearing will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner may attend the hearing in person, or may be represented by another person or written communication. No audio or video recording of the hearing may be made.

6.2.6. Minutes of Hearing. The minutes of the hearing must contain a statement of the results of the hearing and the amount of fine, if any, imposed, or abatement action, if any, authorized. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the hearing, the notice requirement will be deemed satisfied.

6.3. Imposition of Fine. Within thirty (30) days after levying the fine or authorizing the abatement, the Board must give the Owner notice of the levied fine or abatement action. If the fine or action is announced at the hearing at which the Owner is actually present, the notice requirement will be satisfied. Otherwise, the notice must be in writing.

6.3.1. Amount. The Board may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Board may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation. If the Board allows fines to accumulate, it may establish a maximum amount for a particular fine, at which point the total fine will be capped.

6.3.2. Type of Fine. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, weekly, or monthly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

6.3.3. Other Fine-Related. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not charge interest on unpaid fines. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Board may adopt a collection policy that applies Owners' payments to unpaid fines before retiring other types of assessments.

6.4. Additional Enforcement Rights. Notwithstanding the notice and hearing requirement, the Board may take immediate and appropriate action, without giving the notices required in this Article, against violations of the Documents which, in the Board's opinion, are: (i) self-evident, such as vehicles parked illegally or in violation of posted signs; (ii) threatening to life or property; or (iii) repeat violations of the same provision by the same Owner to whom prior notices and demands have been given for the same violation. Further, the provisions of this Article do not apply to specific remedies provided in the Documents for certain violations, such as nonpayment of assessments.

ARTICLE 7

OBLIGATIONS OF THE OWNERS

7.1. Proof of Ownership. On request by the Association from time to time, any person who purports to be an Owner or the agent of an Owner must furnish to the Board evidence of ownership of the Unit. A copy of the recorded deed is the customary evidence. This requirement may be satisfied by receipt of a Board-approved form that is completed and acknowledged by a title company or attorney at time of conveyance of the Unit or any interest therein. The Association may refuse to recognize a person as a Member unless the requested documentation is provided.

7.2. Owners' Information. Within thirty (30) days after acquiring an ownership interest in a Unit, the Owner must provide the Association with the Owner's mailing address, telephone number, and driver's license number, if any; the name and telephone number of any Occupant other than the Owner; and the name, address, and telephone number of any person managing the Unit as agent of the Unit Owner. An Owner must notify the Association within thirty (30) days after he has notice of a change in any information required by this Section, and must provide the information on request by the Association from time to time.

7.3. Mailing Address. The Owner or the several co-Owners of a Unit must register and maintain one mailing address to be used by the Association for mailing of notices, demands, and all other communications. If an Owner fails to maintain a current mailing

address with the Association, the address of the Owner's Unit is deemed to be his mailing address.

7.4. **Registration of Mortgagees.** Within thirty (30) days after granting a lien against his Unit, the Owner must provide the Association with the name and address of the holder of the lien and the loan number. The Owner must notify the Association within thirty (30) days after he has notice of a change in the information required by this Section. Also, the Owner will provide the information on request by the Association from time to time.

7.5. **Assessments.** All Owners are obligated to pay assessments imposed by the Association to meet the common expenses as defined in the Declaration. A Member is deemed to be in good standing and entitled to vote at any meeting of the Association if he is current in the assessments made or levied against him and his Unit.

7.6. **Compliance with Documents.** Each Owner will comply with the provisions and terms of the Documents, and any amendments thereto. Further, each Owner will always endeavor to observe and promote the cooperative purposes for which the Property was established.

ARTICLE 8

ASSOCIATION RECORDS

8.1. **Records.** The Association will use its best efforts to keep the records required by Section 82.114(a) of the Act , including the following:

- i. Minutes or a similar record of the proceedings of meetings of the Association.
- ii. Minutes or a similar record of the proceedings of meetings of the Board.
- iii. Names and mailing addresses of the Members, the currency and accuracy of the information being the responsibility of the Members.
- iv. Names and mailing addresses of the mortgagees, the currency and accuracy of the information being the responsibility of the Members and their mortgagees.
- v. Financial records and books of account for the Association, kept in a manner consistent with generally accepted accounting principles.
- vi. Copies of income tax returns prepared for the Internal Revenue Service.
- vii. Copies of the Documents and all amendments to any of these.
- viii. A record of all votes or written consents by which amendments to the Documents were approved, for at least four (4) years after the approval.

8.2. **Inspection of Books and Records.** Books and records of the Association will be made available for inspection and copying pursuant to Section 82.114(b) of the Act and Sections 3.151, 3.153 and 22.351 of the Texas Business Organizations Code.

8.2.1. **Proper Purpose.** The Board may require a Member to submit a written demand for inspection, stating the purpose for which the Member will inspect the books and records. The Board has the following rights: (i) to determine whether the Member's purpose for inspection is proper; (ii) to deny the request if the Board determines that the Member's purpose is not proper; (iii) if granting the request, to identify which books and records are relevant to the Member's stated purpose for inspection.

8.2.2. **Copies.** A Member, at Member's expense, may obtain photocopies of books and records for which the Board grants the right of inspection. The Board has the right to retain possession of the original books and records, to make copies requested by the Member, and to charge the Member a reasonable fee for copying.

8.2.3. **Member's Agent.** A Member's inspection of the books and records may be assisted or performed by the Member's agent, accountant, or attorney.

8.2.4. **Records of Attorneys and Accountants.** The files and records of an attorney or accountant who performs services for the Association are not records of the Association, are not subject to inspection by Members, and are not subject to production in a legal proceeding.

8.3. **Resale Certificates.** Any officer may prepare or cause to be prepared, certify, and execute resale certificates in accordance with Section 82.157 of the Act. The Association may charge a reasonable fee for preparing resale certificates. The Association may refuse to furnish resale certificates until the fee is paid. Any unpaid fees may be assessed against the Unit for which the certificate is furnished.

ARTICLE 9

NOTICES

9.1. **Co-Owners.** If a Unit is owned by more than one person, notice to one co-Owner is deemed notice to all co-Owners.

9.2. **Delivery of Notices.** Any written notice required or permitted by these Bylaws may be given personally, by mail, by fax, or by any other method permitted by the Texas Business Organizations Code. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the Member at the address shown on the Association's records. If transmitted by fax, the notice is deemed delivered on successful transmission of the facsimile.

9.3. **Waiver of Notice.** Whenever a notice is required to be given to an Owner, Member, or director, a written waiver of the notice, signed by the person entitled to the notice, whether before or after the time stated in the notice, is equivalent to giving the notice.

Attendance by a Member or director at any meeting of the Association or Board, respectively, constitutes a waiver of notice by the Member or director of the time, place, and purpose of the meeting. If all Members or directors are present at any meeting of the Association or Board, respectively, no notice is required and any business may be transacted at the meeting.

ARTICLE 10

DECLARANT PROVISIONS

10.1. **Conflict.** The provisions of this Article control over any provision to the contrary elsewhere in these Bylaws.

10.2. **Board of Directors.** During the Declarant Control Period, Appendix "A" of the Declaration governs the number, qualification, and appointment of directors. The initial directors will be appointed by Declarant and need not be Owners or Occupants. Directors appointed by Declarant may not be removed by the Owners and may be removed by Declarant only. Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee.

10.3. **Organizational Meeting.** Within sixty (60) days after the end of the Declarant Control Period, or sooner at Declarant's option, Declarant will call an organizational meeting of the Members for the purpose of electing directors, by ballot of Members. Notice of the organizational meeting will be given as if it were notice of an annual meeting.

ARTICLE 11

AMENDMENTS TO BYLAWS

11.1. **Authority.** These Bylaws may be amended by a Majority vote of the Board of Directors. Additionally, these Bylaws may also be amended by Members representing a Majority of the votes in the Association entitled to be cast and present in person or by proxy at a duly called meeting to adopt same.

11.2. **Mortgagee Protection.** In addition to the notices and consents required by these Bylaws, certain actions and amendments require notice to or approval by Mortgagees, pursuant to the Mortgagee Protection article of the Declaration. If applicable, the Association must give the required notices to and obtain the required approvals from Mortgagees.

11.3. **Effective.** To be effective, each amendment must be in writing, reference the names of the Property and the Association, and be executed by a Majority of the Board of Directors. Further, if these Bylaws are publicly recorded, the amendment must recite the recording data for the Bylaws, and be recorded in the Official Public Records of Travis County, Texas.

11.4. **Declarant Protection.** During the Development Period, no amendment of these Bylaws may affect the Declarant's rights herein without the Declarant's written and acknowledged consent. Specifically, this Section and the article titled "Declarant Provisions"

may not be amended without the prior written approval of the Declarant. The Declarant's written consent must be part of the amendment instrument.

ARTICLE 12

GENERAL PROVISIONS

12.1. **Compensation.** A director, officer, Member, or Occupant may not receive any pecuniary profit from the operation of the Association, and no funds or assets of the Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of a director, officer, Member, or resident. Nevertheless,

i. Reasonable compensation may be paid to a director, officer, Member, or Occupant for services rendered to the Association in other capacities.

ii. A director, officer, Member, or Occupant may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided the expense has been approved by the Board.

iii. The Board may budget and use Association funds to purchase awards, certificates, a celebratory meal, or other customary tokens or demonstrations of appreciation for volunteer activities.

iv. This provision does not apply to distributions to Unit Owners permitted or required by the Declaration or the Act.

12.2. **Conflicting Provisions.** If any provision of these Bylaws conflicts with any provision of the laws of the State of Texas, the conflicting Bylaws provision is null and void, but all other provisions of these Bylaws remain in full force and effect. In the case of any conflict between the certificate of formation of the Association and these Bylaws, the certificate of formation controls. In the case of any conflict between the Declaration and these Bylaws, the Declaration controls.

12.3. **Severability.** Whenever possible, each provision of these Bylaws will be interpreted in a manner as to be effective and valid. Invalidation of any provision of these Bylaws, by judgment or court order, does not affect any other provision which remains in full force and effect.

12.4. **Construction.** The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and may not be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

12.5. **Fiscal Year.** The fiscal year of the Association will be set by resolution of the Board, and is subject to change from time to time as the Board determines. In the absence of a resolution by the Board, the fiscal year is the calendar year.

12.6. **Waiver.** No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

12.7. **Indemnification.** To the fullest extent permitted by applicable law, the Association will indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director, officer, committee member, employee, servant, or agent of the Association against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board or a court that such person: (i) acted in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Association; or (ii) with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit, or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

12.8. **Preparer.** These Bylaws were prepared in by Robert D. Burton, Esq., Winstead, PC, 401 Congress Ave., Suite 2100, Austin, Texas 78701.

ATTACHMENT 3

INITIAL RULES & REGULATIONS

These Initial Rules & Regulations are established by 3700 CLAWSON, LP, a Texas limited partnership, for the benefit of Clawson Ridge Condominium Community, Inc., a Texas non-profit corporation (the "**Association**"). These Community Rules are the "Rules" defined in Article 1 of the Declaration of Condominium Regime for Clawson Ridge Condominiums, recorded or to be recorded in the Official Public Records of Travis County, Texas (the "**Declaration**").

These Rules are in addition to the provisions of the Declaration and Bylaws. By owning or occupying a Unit, each Owner and Occupant agrees to abide by these Rules and to comply with the obligations of Owners and Occupants under the Declaration and Bylaws of the Association.

Words and phrases defined in the Declaration have the same meaning when used in these Rules. In the event of a conflict between Documents, the hierarchy of authority is as follows: Declaration (highest), Bylaws, and these Rules (lowest). The Association's board of directors is empowered to interpret, enforce, amend, and repeal these Rules.

A. COMPLIANCE

- A-1. Compliance. Each Owner will comply with the provisions of these Rules, the other Documents, and policies adopted by the Board to supplement these Rules, as any of these may be revised from time to time. Each Owner, additionally, is responsible for compliance with the Documents by the Occupants of his Unit, and his or their respective relatives, invitees, tenants, agents, employees, or contractors. If a Rule requires or prohibits conduct by an "Owner" or "Occupant," each of those terms are deemed to include the other, and applies to all persons for whom an Owner or Occupant is responsible. Again, the Owner is ultimately responsible for compliance by all persons using or related to his Unit. An Owner should contact the Association if he has a question about these Rules. The Association has the right to enforce these Rules against any person on the Property.
- A-2. Additional Rules. Each Occupant must comply with any rules and signs posted from time to time on the Property by the Association. Posted rules are incorporated in these Rules by reference. Each Occupant must comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Property. Temporary rules are incorporated in these Rules by reference.
- A-3. Waiver. Circumstances may warrant waiver or variance of these Rules. To obtain a waiver, an Owner must make written application to the Board. The Board's approval of a variance must be in writing, and may be conditioned.

- A-4. Limits. It is understood that individuals may have different interpretations of and tolerances for these Rules. On lifestyle-related rules, such as the "Community Etiquette" rules below, the Association may refrain from acting on a perceived violation unless the Board determines the violation to be significant or a community-wide problem. The Association may not be compelled by one Occupant to enforce these Rules against another Occupant. Occupants are expected to deal directly and peaceably with each other about their differences.
- A-5. Filing Complaints. Because the Association is not staffed to monitor the Property for Rules violations, the Association relies on Occupants to identify and report violations of these Rules and the Documents, and to monitor compliance with these Rules by violators. The Association also relies on Occupants to help keep each other informed about the Rules. Recognizing that an Occupant may be reluctant to confront another Occupant about a violation, the Association will work with Occupants to enforce the Rules. Generally, a complaint must be in writing and must be signed by an Occupant or Owner who is willing to be identified as the complainant. The Association may refuse to enforce a violation (a) that cannot be easily and independently verified, (b) for which it did not receive a signed written complaint, (c) for which the complainant will not cooperate with monitoring the violation and compliance, and (d) which the Board does not consider to be significant or community-wide.

B. OBLIGATIONS OF OWNERS AND OCCUPANTS

- B-1. Damage. An Owner is responsible for any loss or damage he causes to his Unit, other Units, the personal property of other Occupants or their guests, or to the Common Elements.
- B-2. Association Does Not Insure. A person assumes full risk and sole responsibility for placing his personal property in or on the Property. Each Occupant is solely responsible for insuring his personal property in the Unit and on the Property, including his furnishings and vehicles. THE ASSOCIATION STRONGLY RECOMMENDS THAT ALL OWNERS AND OCCUPANTS PURCHASE AND MAINTAIN INSURANCE ON THEIR PERSONAL BELONGINGS.
- B-3. Risk Management. An Owner may not permit anything to be done or kept in his Unit or the Common Elements that is illegal or that may result in the cancellation of insurance on the Property.
- B-4. Reimbursement for Enforcement. An Owner must promptly reimburse the Association for any expense incurred by the Association to enforce the Documents against the Owner, his Unit, or persons for whom the Owner is responsible.
- B-5. Reimbursement for Damage. An Owner must promptly reimburse the Association for the cost of damage to the Property caused by the negligent or willful conduct of the Owner or persons for whom the Owner is responsible.

- B-6. No Garage Sales. Without the Board's prior written permission, no person may conduct at the Property a sale or activity that is advertised or attractive to the public, such as garage sales, car sales, or estate sales. This Section does not apply to marketing the sale or rental of a Unit, unless combined with a prohibited activity.
- B-7. Supervision of Minors. For their own well-being and protection, persons who are legally incompetent or younger than 18 years must be under the general control and supervision of their parents or guardians at all times while on the Property.

C. OCCUPANCY STANDARDS

- C-1. Leases. Each lease must be in writing. At the Association's request, an Owner must give the Board a copy of each lease and lease renewal. A Unit may not be leased for hotel or transient purposes. Less than the entire Unit may not be leased. See *Article 12* of the Declaration for additional leasing requirements.
- C-2. Danger. As permitted by the federal Fair Housing Act Rules, no Unit may be occupied by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others.

D. FIRE AND SAFETY

- D-1. Safety. Each Occupant is solely responsible for his own safety and for the safety, well-being, and supervision of his guests and any person on the Property to whom the Occupant has a duty of care, control, or custody.
- D-2. Fires. Except for barbecue fires as permitted by these Rules, there may not be any exterior fires on the Property.
- D-3. Barbecue. Occupants may keep and use barbecue grills that comply with all applicable regulatory requirements, subject to the limitations contained in this Section. The Board reserves the right to prohibit or restrict the existence and/or use of all or certain outdoor cooking grills if, in the Board's discretion, a grill constitutes a fire hazard or is unattractive or oversized for the area in which it is kept. On permitted grills, (a) open fires must be supervised at all times; (b) gas tanks must be properly used and maintained; (c) no flames may be higher than the cooking surface; and (d) a grill may not be used near combustible materials.
- D-4. Intrusion Monitoring. Although the Unit may be wired for intrusion monitoring service, the Association is not the service provider to the Unit, and has no responsibility or liability for the availability for quality of the service, or for the maintenance, repair, or replacement of the wires, conduits, equipment, or other fittings relating to the contract service. As stated in the Declaration, the Association may serve as a conduit for the service fees and payments from the Owner to the provider.

- D-5. Safety Equipment. No person may use, tamper with, or modify the fire and safety equipment, if any, in the Common Elements of the Property, such as alarms, extinguishers, monitors, and self-closing gates or doors. This Section may not be construed to require the installation or use of such equipment.
- D-6. Security. The Association may, but is not be obligated to, maintain or support certain activities within the Property designed to make the Property less attractive to intruders than it otherwise might be. The Association, its directors, committees, Members, agents, and employees will not in any way be considered an insurer or guarantor of security within the Property, and may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner, Occupant, guest, and invitee on the Property assumes all risk for loss or damage to his person, to his Unit, to the contents of his Unit, and to any other of his property on the Property. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment, or measures recommended, installed, or undertaken within the Property.

E. GENERAL USE AND MAINTENANCE OF UNIT

- E-1. Residential Use. Each Unit must be used solely for residential use, and may not be used for commercial or business purposes, except as permitted in the Declaration. This restriction does not prohibit an Occupant from using his Unit for personal, business, or professional pursuits, provided that: (a) the non-residential use is incidental to the Unit's residential use; (b) the use conforms to applicable laws and ordinances; (c) there is no external evidence of the non-residential use; (d) the non-residential use does not entail visits to the Unit by the public, employees, suppliers, or clients; and (e) the non-residential use does not interfere with the use and enjoyment of neighboring Units.
- E-2. Annoyance. An Occupant may not use his Unit in a way that: (a) annoys Occupants of neighboring Units; (b) reduces the desirability of the Property as a residential community; (c) endangers the health or safety of other Occupants; or (d) violates any law or any provision of the Documents.
- E-3. Maintenance. An Owner, at his expense, will maintain his Unit and keep it in good repair.
- E-4. Porch and Balcony Maintenance. An Occupant will maintain the porch and balcony of his Unit (if any) in a clean manner. An Occupant will take care that the cleaning of his porch and balcony does not annoy or inconvenience other Occupants. A porch or balcony may not be enclosed or used for storage purposes. If the Board determines that a porch or balcony is unsightly, the Board may give the Owner notice of the problem and a reasonable time period in which to correct it, after which the Board may take corrective action at the Owner's expense.

- E-5. Glass. The Association is responsible for the repair and replacement of any broken or cracked glass in a Unit's windows and doors, which serve a Unit exclusively, regardless of the source of the damage; provided, however, that expenses associated with maintenance, repair and replacement of glass surfaces of windows or doors serving a Unit exclusively are the responsibility of the Unit Owner, which shall be due and payable as an Individual Assessment to the Association upon demand.
- E-6. Utility Equipment. Each Owner, at his expense, will maintain, repair, and replace the water heating and air heating and cooling equipment/system serving his Unit.
- E-7. Combustibles. An Occupant may not store or maintain, anywhere on the Property – including within a Unit – explosives or materials capable of spontaneous combustion.
- E-8. Report Malfunctions. An Occupant will immediately report to the Board his discovery of any leak, break, or malfunction in any portion of the Property which the Association has a duty to maintain. An Occupant who fails to promptly report a problem may be deemed negligent, in which case the Owner may be liable for any additional damage caused by the delay.
- E-9. Emergencies. In case of continuous water overflow, an Occupant should immediately turn off water and TURN THE SHUT-OFF VALVES BEHIND THE TOILET OR UNDER THE SINK.
- E-10. Cable. An Occupant who subscribes directly to cable service is solely responsible for maintaining that subscription and the appurtenant equipment. No additional exterior cable lines may be connected to the Unit except in the cable conduit maintained by the Association. No holes or protrusions may be made in any exterior surface of the Property. Wires may not be draped, hung, or strung on the building or the grounds, the Owner of the Unit to which cable service is provided is responsible to the Association for any damage to the Property caused by the cable installer or servicer.
- E-11. Frozen Water Pipes. Some Units are constructed with water lines in exterior walls. It is the duty of every Owner and Occupant of such a Unit to protect the water lines from freezing during winter months. Between November 1 and March 25 of any year, no Unit with water lines in exterior walls may be left unheated. During periods of anticipated below freezing temperatures, water lines in exterior walls should be allowed to drip continuously, and cabinets enclosing plumbing lines should be left ajar. Dishwashers on exterior walls should not be used during and immediately after periods of extreme cold. Failure by an Owner or Occupant to monitor the local weather and take appropriate precautions may be deemed negligence.

F. GENERAL USE & MAINTENANCE OF COMMON ELEMENTS

- F-1. Intended Use. Every area and facility in the Property may be used only for its intended and obvious use.

- F-2. Personal Property. The sidewalks, entrances, passages, driveways, parking areas and similar portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Regime and the Units. No carts, bicycles, carriages, chairs, tables or other similar objects or personal property shall be stored in, on or upon the Common Elements, except in areas, if any, designated for such purposes. All personal property must be stored within an Owner's Unit.
- F-3. Grounds. Unless the Board designates otherwise, Occupants may not use or abuse the landscaped areas, lawns, beds, and plant materials on the Common Elements.
- F-4. Abandoned Items. No item or object of any type may be stored, placed, or maintained anywhere on the General Common Elements, except by the Board or with the Board's prior written consent. Items of personal property found on the General Common Elements are deemed abandoned and may be disposed of by the Board.

G. COMMUNITY ETIQUETTE

- G-1. Courtesy. Each Occupant will endeavor to use his Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Occupants.
- G-2. Annoyance. An Occupant will avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Occupants or their guests, or the Association's employees and agents.
- G-3. Noise and Odors. Each Occupant must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Occupants of other Units. The following are expressly prohibited: (1) installing speakers, subwoofers, or other noise or vibration emitting equipment in or on a party wall (a wall between 2 Units); (2) creating any protrusion in a party wall (a wall between 2 Units), through which sound may more easily transfer; (3) mounting a speaker in a ceiling at a point that is less than 5 feet from a party wall; and (4) loud vocalizations and boisterous conduct on Common Elements.

NOT SOUNDPROOFED

The units are not soundproofed, and some noise transmission between adjoining units will occur. Reasonable people may disagree about "customary" noise levels and what constitutes a "disturbance." Persons who are hypersensitive to noise may be required to tolerate a degree of noise transmission.

- G-4. Parties. In planning private social functions at the Property, an Occupant should be aware of the potential consequences on the Property's parking resources and on the sensibilities of other Occupants. An Occupant intending to use his Unit for a party or other activity that may be expected to produce a higher-than-customary level or

duration of noise or other disturbance will make a diligent effort to give Occupants of adjoining Units timely prior notice of the event, as a courtesy. If the event is expected to attract twenty (20) or more guests to the Property, the Occupant will also give the Board timely prior written notice of the event.

- G-5. Reception Interference. Each Occupant will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Property.

H. ARCHITECTURAL CONTROL; WORK UPON UNITS AND COMMON ELEMENTS

- H-1. Exteriors. Without the written approval of the Architectural Reviewer, an Owner or Occupant may NOT change, remodel, decorate, destroy, or improve any exterior surface or component of the Property, nor do anything to change the outside appearance of the Property, including without limitation the entry door, front porch, garages, decks, balconies, windows, and driveway appurtenant to the Unit.
- H-2. Protrusions. An Owner or Occupant may not cause anything to protrude or project through the boundaries of the Unit, such as the foundation, roof, party wall between Units, or an exterior wall of a Unit. Examples of installations that may entail protruding wires or conduits include, without limitation, exterior horns, lights, speakers, or aerials.
- H-3. Balconies, Decks, and Porches. Because balconies, decks, and porches are distinctive architectural features of the Property, an Owner or Occupant may not change the appearance or condition of the balcony or porch portion of his Unit in any manner, without the prior authorization of the Architectural Reviewer. While certain types of furniture are allowed on balconies and patios, such items must be in good condition, of a first class nature, and compatible with the design and quality of the community, as determined by the Board its sole and absolute discretion. Prohibited activities include the following:
- a. Painting or staining any part of the balcony or porch.
 - b. Installing a cover of any kind over the open slat top of the balcony.
 - c. Enclosing or covering of the balcony or porch in any manner.
 - d. Hanging items from the trellis, arbor, walls, roof, or railing, or failing to remove hanging items that the Architectural Reviewer has determined to be unattractive, such as windchimes, windsocks, birdfeeders, rope lights, and hanging baskets.
 - e. Maintaining anything on the balcony or porch that the Architectural Reviewer determines to be unattractive, such as umbrellas, items of storage, bicycles, and oversize or inappropriate furniture.

f. Barbeque grills may not be kept - even temporarily - on balconies or porches.

H-4. Hot Tubs. A hot tub, spa, jacuzzi, sprinkler or mist system, fountain, or any other plumbed or liquid-based device may not be installed in a Unit or any Common Element. This prohibition does not apply to replacements of customary kitchen and bathroom appliances and fixtures. This prohibition expressly applies to roofs, porches, decks, and balconies.

H-5. Satellite Dishes. An Occupant who desires satellite television service must strictly comply with the applicable requirements set forth in the Declaration. No holes or protrusions may be made in any exterior surface of the Property. Wires may not be draped, hung, or strung on the building or the grounds. The Owner of the Unit to which satellite service is provided is responsible to the Association for any damage to the Property caused by the satellite dish installer or servicer. Contact the Association before shopping for an exterior satellite dish or antenna to determine if such equipment is permitted for a particular Unit and, if so, where it may be located. Owners should get Association's written authorization before any installation.

The Association may, but is not obligated to, install one or more satellite dishes upon the roof of a building, to serve the Units within such building. In lieu of installing a common satellite dish, the Association may, but is not obligated to, permit Owners to install a satellite dish upon the roof of such Owner's building, subject to such additional rules and regulations as the Association may promulgate from time to time concerning the installation of satellite dishes upon the building roofs. Each Owner is advised to contact the Association to determine whether the Association has elected to permit the Owners and Occupants to install satellite dishes upon the building roofs, and if so, to discuss what additional rules will apply.

In the event that the Association elects to permit Owners and Occupants to install satellite dishes upon the building roofs, installation shall be conducted at the Owner's or Occupant's sole cost and expense by an installer or servicer approved by the Association.

H-6. Work Upon Common Elements and Units. Notwithstanding any provision in the Declaration or these Rules to the contrary, no Owner or Occupant shall perform or permit to be performed any work to any portion of: (i) the Owner's Unit, which work may require access to, over or through the Common Elements or other Units or (ii) the Common Elements, without the prior consent of the Board of Directors except in case of an emergency. All such work may only be performed by a person who shall deliver to the Board of Directors prior to commencement of such work, in form satisfactory to the Board of Directors:

a. releases of the Board of Directors and the Association for all claims that such Person may assert in connection with such work;

- b. indemnities of the Board of Directors and the Association, holding each and all of them harmless from and against any claims asserted for loss or damage to persons or property, including, but not limited to, Common Elements or other Units;
- c. certificates of insurance, including liability and workmen's compensation coverage, in amounts and with companies reasonably acceptable to the Board of Directors; and
- d. all other information and protections which the Board of Directors may reasonably require.

H-7. Window Treatments. An Owner MAY install window treatments inside his Unit, provided:

- a. The window treatment, including drapes, blinds, shades, or shutters, must appear to be (1) clear, (2) white, (3) near-white light neutral, or (4) light wood tone when viewed from outside the Unit.
- b. The use of bed sheets, tablecloths, or other obviously non-drapery fabrics is expressly prohibited, even on a temporary basis.
- c. Aluminum foil, reflective window treatments, window tinting, and window decals or stickers are expressly prohibited.
- d. Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Board.

H-8. Prohibited Acts. In addition to the foregoing, a person may not:

- a. Post signs, notices, or advertisements on the Common Elements or in a Unit if the sign is visible from outside the Unit, other than signs permitted by *Section 11.16* of the Declaration.
- b. Place or hang an object in, on, from, or above any window, interior window sill, deck, balcony or patio that, in the sole opinion of the Board, detracts from the appearance of the Property. Prohibited objects include planters and planter boxes, flower pots, window boxes, birdfeeders, windsocks, mobiles, windchimes, and other outside accessories.
- c. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding, or other similar items from windows, doors, balconies, patios, or passageways.

- d. Have bicycles or similar sporting equipment on balconies or patios.
 - e. Place decorations on exterior walls, doors, and fences, or on the General Common Elements.
 - f. Enclose or cover a balcony, porch, or deck.
 - g. Install storm or screen doors and windows, including solar screen.
- H-9. Architectural Reviewer. All proposed improvements and modifications to the Regime must be approved in advance by the Architectural Reviewer in accordance with the Declaration.

I. VEHICLE RESTRICTIONS

- I-1. Permitted Vehicles. To be permitted on the Property, a vehicle must be operable, and must display a current license tag and inspection sticker. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted on the Property without the Board's consent: trailers, boats, recreational vehicles, buses, large commercial trucks, industrial vehicles. Motorcycles, motorbikes, or other motorized vehicles may not be operated on the Property except to provide transportation to and from a Unit.
- I-2. Repairs. Washing, repairs, restoration, or maintenance (including oil changes) of vehicles is prohibited on driveways and parking areas, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- I-3. Proper Placement. No vehicle, including motorcycles, may be driven, parked, or placed anywhere on the Property except in designated areas. Motorcycles may not be chained to buildings, fences, or any other part of the Property, unless designated for that purpose.
- I-4. Nuisances. Each vehicle must be muffled and must be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns on the Property is discouraged. No vehicle may be kept on the Property if the Board deems it to be unsightly, inoperable, inappropriate, or otherwise violative of these Rules.
- I-5. Obstructions. No vehicle may be parked in a manner that impedes or prevents ready access to the Property, driveways, or parking spaces. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard. No vehicle may be parked, even temporarily, in spaces reserved for others, in firelanes, or in any area designated as "No Parking." Vehicles parked in violation of the Documents (including this provision) will be towed at the owner's expense.

- I-6. Garages. Because of the shortage of visitor parking within the Property, it is imperative that each Occupant of a Unit with an appurtenant garage must use his garage for the routine parking of at least one operable vehicle. No garage may be enclosed or used for any purpose that prevents the parking of the maximum number of vehicles for which it was constructed. Garage doors must be kept closed at all times, except when entering or exiting.
- I-7. Violations. A vehicle in violation of these Rules may be stickered, wheel-locked, towed, or otherwise removed from the Property by the Board, at the expense of the vehicle's Owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

J. TRASH DISPOSAL

- J-1. General Duty. Occupant will endeavor to keep the Property clean and will dispose of all refuse in receptacles designated specifically by the Association or by the applicable municipality for that purpose. Occupants may NOT litter Common Elements.
- J-2. Hazards. Occupants may NOT store trash inside or outside his Unit in a manner that may permit the spread of fire, odors, or seepage, or encouragement of vermin. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, Occupant will ensure that the debris is thoroughly cold.
- J-3. Trash and Recycling Containers. Occupants will place trash entirely within the designated receptacle, and may not place trash outside, next to, or on top of the receptacle. If a receptacle is full, Occupants should locate another receptacle to hold his trash. Boxes and large objects should be crushed or broken down before placed in a receptacle. Receptacles are to be closed at all times when not in use. Occupants must arrange privately for removal of discarded furnishings or any unusually large volume of debris.

K. PETS

- K-1. Permitted Pets. An Occupant may not keep or permit on the Property a pet or animal of any kind, except as permitted by these Rules and the Documents. Subject to these Rules, an Occupant may keep in his Unit customary domesticated housepets, such as domesticated dogs, cats, caged birds, and aquarium fish, provided there are not more than two cats, or two dogs, or one cat and one dog.
- K-2. Prohibited Animals. No Occupant may keep a dangerous or exotic animal, trained attack dog, or any other animal deemed by the Board to be a potential threat to the well-being of people or other animals. In the event that any regulatory authority (i.e. animal control) determines that an animal within the Property is dangerous or hazardous, then the owner of such animal shall be required to immediately remove the animal from the

Property. No animal or housepet may be kept, bred, or maintained for any commercial purpose or for food.

- K-3. Indoors/Outdoors. A permitted pet must be maintained inside the Unit, and may not be kept on a porch, balcony, or deck. No pet is allowed on General Common Elements unless carried or leashed. No pet may be leashed to a stationary object on the Common Elements.
- K-4. Disturbance. Pets must be kept in a manner that does not disturb another Occupant's rest or peaceful enjoyment of his Unit or the Common Elements. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.
- K-5. Damage. Each Occupant is responsible for any property damage, injury, or disturbance his pet may cause or inflict. An Occupant who keeps a pet on the Property is deemed to indemnify and agrees to hold harmless the Board, the Association, and other Owners and Occupants, from any loss, claim, or liability of any kind or character whatever resulting from any action of his pet or arising by reason of keeping or maintaining the pet on the Property.
- K-6. Pooper Scooper. Each Occupant is responsible for the removal of his pet's wastes from the Common Elements. The Board may levy a fine against a Unit and its Owner each time feces are discovered on the Common Elements and attributed to an animal in the custody of that Unit's Occupant.
- K-7. Removal. If an Occupant or his pet violates these Rules, or if a pet creates a noise, odor, or other disturbance or nuisance, the Occupant or person having control of the animal may be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than 10 days), the Occupant, upon written notice from the Board, may be required to remove the animal. Each Occupant agrees to permanently remove his violating animal from the Property within 10 days after receipt of a removal notice from the Board.

L. MISCELLANEOUS

- L-1. Right to Hearing. An Owner may request in writing a hearing by the Board regarding an alleged breach of these Rules by the Owner or any person for whom the Owner is responsible. The Board will schedule a hearing within thirty (30) days after receiving the Owner's written request. At the hearing, the Board will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or written communication.
- L-2. Mailing Address. An Owner who receives mail at any address other than the address of his Unit must maintain with the Association his current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices

required to be sent to Owners by the Documents may be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit is deemed effective for purposes of delivery.

- L-3. Revision. These Rules are subject to being revised, replaced, or supplemented, and Owners and Occupants are urged to contact the Association to verify the rules currently in effect on any matter of interest. These Rules will remain effective until 10 days after an Owner of each Unit has been given a notice of the amendment or revocation of these Rules.
- L-4. Other Rights. These Rules are in addition to and in no way whatsoever detract from the rights of the Association under the other Documents and the laws of the State of Texas.

ATTACHMENT 4

ASSESSMENT COLLECTION POLICY

Clawson Ridge Condominiums is a condominium regime created by and subject to the Declaration of Condominium Regime for Clawson Ridge Condominiums, recorded or to be recorded in the Official Public Records of Travis County, Texas County, Texas, as it may be amended (the "**Declaration**"). As a condominium regime, Clawson Ridge Condominiums is also subject to State laws, including Chapter 82 of the Texas Property Code -- the Texas Uniform Condominium Act ("**TUCA**"). The operation of Clawson Ridge Condominiums is vested in Clawson Ridge Condominium Community, Inc. (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants of the Declaration, including the obligation of owners to pay assessments. In addition to rights and remedies of the Association under the Declaration, TUCA gives the Association, acting through the Board:

1. Authority to adopt and amend rules regulating the collection of delinquent assessments and the application of payments. §82.102(a)(13);
2. Authority to impose interest and late charges for late payments of assessments, and returned check charges. §82.102(a)(12);
3. Authority to adopt and amend rules regulating the termination of utility service to a Unit, the Owner of which is delinquent in the payment of an assessment that is used, in whole or in part, to pay the cost of that utility. §82.102(a)(14);
4. Authority to suspend the voting privileges of or the use of certain general common elements by an Owner delinquent for more than thirty (30) days in the payment of assessments. §82.102(a)(18); and
5. A private power of sale to foreclose the assessment lien nonjudicially, subject to a limited right of redemption by the Unit Owner. §82.113.

To establish equitable policies and procedures for the collection of delinquent assessments, the Declarant hereby adopts this policy for the benefit of the Association, as part of the initial project documentation.

SECTION 1. DELINQUENCIES, LATE CHARGES & INTEREST

- 1-A. Due Date. An Owner will timely and fully pay Regular Assessments, and Special, Individual, Utility and Deficiency Assessments. Regular Assessments are due and payable on the first calendar day of each month. Special, Individual, Utility and Deficiency Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within ten (10) days after notice of the Special, Individual, Utility or Deficiency Assessment is given.

CLAWSON RIDGE CONDOMINIUMS
COMMUNITY MANUAL

- 1-B. Delinquent. Any assessment that is not fully paid when due is delinquent. When the account of a Unit becomes delinquent, it remains delinquent until paid in full – including collection costs and late fees.
- 1-C. Late Fees & Interest. If the Association does not receive full payment of a Regular Assessment by 5:00 p.m. on the fifth (5th) calendar day of the month, the Association may levy a late fee of \$25 per month and/or interest of ten percent (10%) per annum from the first day of delinquency until the delinquency is paid in full. After the initial month of delinquency, a late fee of \$25 may be on the first day of each month the account is delinquent until the account is current.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 1-E. Insufficient Funds. The Association may levy a charge of \$25 for any check returned to the Association marked "not sufficient funds" or the equivalent.
- 1-F. Waiver. Properly levied collection costs, late fees, and interest may not be waived by the Board, unless a Majority of the directors determines that extraordinary circumstances warrant an adjustment to the account, in which case the adjustment must be described in detail in the minutes of the Board's meeting. Because of the potential for inadvertently effecting a waiver of the policies contained in this policy, the Board will exercise caution in granting adjustments to an Owner's account.

SECTION 2. INSTALLMENTS & ACCELERATION

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

SECTION 3. PAYMENTS

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

- | | |
|---|-------------------------------------|
| (1) Collection costs and attorneys fees | (8) Delinquent Utility assessments |
| (2) Fines | (9) Delinquent Regular assessments |
| (3) Reimbursable expenses | (10) Current Individual assessments |
| (4) Late charges and interest | (11) Current Deficiency assessments |
| (5) Delinquent Individual assessments | (12) Current Special assessments |
| (6) Delinquent Deficiency assessments | (13) Current Utility assessments |
| (7) Delinquent Special assessments | (14) Current Regular assessments |

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

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

3-D. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.

3-E. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

SECTION 4. LIABILITY FOR COLLECTION COSTS

The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency, which amounts are secured by a lien against the Unit.

SECTION 5. COLLECTION PROCEDURES

- 5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.
- 5-B. Delinquency Notices. If the Association has not received full payment of an assessment by the due date, the Association may send one or more written notices of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.
- 5-C. Collection by Attorney. After giving the Owner notice of the delinquency, the Association may refer the delinquent account to an attorney for collection. In that event, the defaulting Owner will be liable to the Association for its legal fees and expenses.
- 5-D. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lienholders, including the mortgage company.
- 5-E. Notification of Mortgage Lender. The Association may notify the mortgage lender of the default obligations.
- 5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.
- 5-G. Notice of Lien. The Association may cause a notice of the Association's assessment lien against the Unit to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may be sent to his mortgage holder.
- 5-H. Foreclosure of Lien -- Nonjudicially. The Board may instruct an attorney, officer, or agent of the Association to notify the defaulting Owner of the Association's intent to foreclose its assessment lien, to post the property for public auction, and to conduct a public auction of the Unit on the steps of the county courthouse in accordance with State law and the Association's documents. The Board may not foreclose a lien consisting solely of fines or securing money for which the Association has obtained a personal money judgment.
- 5-I. Foreclosure of Lien -- Judicially. The Association may file suit against the Owner for judicial foreclosure of the Association's assessment lien. This action may be combined with a claim against the Owner's personal liability, for recovery of a money judgment.

- 5-J. Suit for Owner's Personal Liability. Whether or not the Association forecloses the Association's assessment lien, the Board may file a suit for a personal judgment against the defaulting Owner, and may execute on the judgment.
- 5-K. Possession Following Foreclosure. If the Association purchases the Unit at public auction, the Board may immediately institute actions to recover possession.
- 5-L. Limited Right of Redemption. If the Association buys a Unit at the nonjudicial foreclosure sale of its assessment lien, the Association's ownership is subject to a ninety (90) day right of redemption by the Owner. TUCA's statutory right of redemption does not apply to judicial foreclosures or foreclosures of judgment liens.
- 5-M. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.
- 5-N. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.
- 5-O. Suspension of Voting Rights. The Association may suspend the voting rights of an Owner whose account with the Association is delinquent for at least thirty (30) days.
- 5-P. Suspension of Use of Certain Facilities or Services. The Association may suspend the use of any Common Element amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.
- 5-Q. Utility Shut-Off. The Association may terminate utility service to the Unit for which assessments used to pay the cost of that utility are delinquent, according to the Association's utility shut-off policy.

SECTION 6. GENERAL PROVISIONS

- 6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association will exercise their independent, collective, and respective judgment in applying this policy.
- 6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect assessments under the Association's Documents and the laws of the State of Texas.
- 6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in

any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If, from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid special and regular assessments, or reimbursed to the Owner if those assessments are paid in full.

- 6-D. Notices. Unless the Documents, Texas law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show two (2) or more persons own a Unit, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one Occupant is deemed notice to all Occupants. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.
- 6-E. Definitions. Words and phrases used in this policy have the same meanings given to them by the Declaration.
- 6-F. Amendment of Policy. This policy will remain effective until ten (10) days after the Association delivers to an Owner of each Unit notice of amendment or revocation of this policy. The notice may be published and distributed in an Association newsletter or other community-wide publication.

ATTACHMENT 5

FINE POLICY

1. Background. This fine policy is based on the requirements of Sec. 82.102(d) and (e) of TUCA. To establish policies and procedures for fining under TUCA, the Declarant adopts this policy for the benefit of the Association, as part of the initial project documentation.
2. Policy. The Association uses fines to discourage violations of the Documents, and to encourage compliance when a violation occurs - not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Documents. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation. Nor may the Association use fines to the exclusion of other remedies.
3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Documents by the Owner, the Occupants of the Unit, and the relatives, guests, employees, and agents of the Owner and Occupants. Regardless of who performs the violation, the Association will direct its communications to the Owner, although the Association may send copies of its notices to the Occupant.
4. Violation Notice. Before levying a fine, the Association will give the Owner a written violation notice, and an opportunity to be heard. This requirement may not be waived. The Association's written violation notice will contain the following items: (1) the date the violation notice is prepared or mailed; (2) a description of the violation or property damage; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation; (5) the amount of the fine or damage charge; (6) a statement that not later than the thirtieth (30th) day after the date of the violation notice, the Owner may request a hearing before the Board to contest the fine or damage charge; and (7) the date the fine or damage charge attaches or begins accruing (the "**Start Date**"), subject to the following:
 - a. New Violation. If the Owner was not given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months, the notice will state a specific date by which the violation must be cured to avoid the fine, if the violation is ongoing or continuous. If the violation is not ongoing, but is instead sporadic or periodic, the notice must state that any future violation of the same rule may result in the levy of a fine.
 - b. Repeat Violation. In the case of a repeat violation, the notice will state that, because the Owner was given notice and a reasonable opportunity to cure a

similar violation within the preceding twelve (12) months, the fine attaches from the date of the violation notice.

5. Violation Hearing. An Owner may request in writing a hearing by the Board to contest the fine. To request a hearing before the Board, an Owner must submit a written request to the Association's manager (or the Board if there is no manager) within thirty (30) days after the date of the violation notice. Within fifteen (15) days after Owner's request for a hearing, the Board will give the Owner at least fifteen (15) days' notice of the date, time, and place of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine. The hearing will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner may attend the hearing in person, or may be represented by another person or written communication. No audio or video recording of the hearing may be made. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied.
6. Levy of Fine. Within thirty (30) days after levying the fine, the Board must give the Owner notice of the levied fine. If the fine is levied at the hearing which the Owner is actually present, the notice requirement will be satisfied if the Board announces its decision to the Owner at the hearing. Otherwise, the notice must be in writing. In addition to the initial levy notice, the Association will give the Owner periodic written notices of an accruing fine or the application of an Owner's payments to reduce the fine. The periodic notices may be in the form of monthly statements or delinquency notices.
7. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. If circumstances warrant a variance from the schedule, the Board will document the reasons for the variance in the minutes of its meeting. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Documents. If the Association allows fines to accumulate, it will establish a maximum amount for a particular fine, at which point the total fine will be capped.
8. Type of Levy. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, monthly, or quarterly), beginning on the Start Date. If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

9. Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines.
10. Definitions. Words and phrases used in this policy have the same meanings given to them by the Declaration.
11. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until ten (10) days after the Association delivers to an Owner of each Unit notice of amendment or revocation of this policy. The notice may be published and distributed in an Association newsletter or other community wide publication.

ATTACHMENT 6

MOLD POLICY

RECITALS

A. Background. Because of extensive news coverage in recent years relating to mold, the public and the insurance industry have a heightened awareness of and sensitivity to anything pertaining to mold. In a condominium context, the mold issue has numerous facets.

B. Mold Information. In adopting this policy, the Association relies on information about mold obtained from government sources, including the "Indoor Air Mold" website sponsored by the U. S. Environmental Protection Agency at <http://www.epa.gov/mold/index.html>. As stated in the "Frequently Asked Questions" section of the EPA Mold site:

What are the basic mold clean-up steps?

1. *The key to mold control is moisture control.*
2. *Scrub mold off hard surfaces with detergent and water, and dry completely.*
3. *Fix plumbing leaks and other water problems as soon as possible. Dry all items completely.*
4. *Absorbent or porous materials, such as ceiling tiles and carpet, may have to be thrown away if they become moldy. Mold can grow on or fill in the empty spaces and crevices of porous materials, so the mold may be difficult or impossible to remove completely.*
5. *Avoid exposing yourself or others to mold (see discussions: What to Wear When Cleaning Moldy Areas (<http://www.epa.gov/mold/whattowear.html>) and Hidden Mold (<http://www.epa.gov/mold/hiddenmold.html>)).*
6. *Do not paint or caulk moldy surfaces. Clean up the mold and dry the surfaces before painting. Paint applied over moldy surfaces is likely to peel.*
7. *If you are unsure about how to clean an item, or if the item is expensive or of sentimental value, you may wish to consult a specialist. Specialists in furniture repair, restoration, painting, art restoration and conservation, carpet and rug cleaning, water damage, and fire or water restoration are commonly listed in phone books. Be sure to ask for and check references. Look for specialists who are affiliated with professional organizations.*

C. Owner/Occupant Duty. Because the Association does not have continual access to Units, the Association relies on Owners and Occupants to control the moisture levels in their Units, and to promptly identify and report water leaks and water penetrations in their Units. That a Unit is vacant or occupied by a person other than the Owner does not relieve the Owner from fulfilling his obligations to the Association and to the Owners of other Units.

D. Insurance. On the date of this Mold Policy, property insurance available to the Association does not include coverage of mold at a price that is affordable. An Owner who

wants insurance coverage with respect to mold and mold-related damages is advised to purchase such insurance coverage as part of his homeowners insurance policy.

E. Mold Reminders. Mold spores are a natural component of our environment. Mold spores are everywhere - in the outside air and inside of Units. In addition to air-borne mold, visible surface mold is a common occurrence in wet areas, such as showers. Air quality tests for mold are capable of being unreliable as determinates of a health problem.

RULES

1. Inspect for Surface Mold. Each Owner and Occupant will regularly inspect their entire Unit (including inside closets and cabinets, and behind furniture and appliances) for visible surface mold and will promptly remove same using procedures recommended by an appropriate source, such as the U. S. Environmental Protection Agency (www.epa.gov). Similarly, the Owner and Occupant will be alert to odors associated with mold, and will try to locate the source of such odor when detected.
2. Inspect for Water Leaks. Each Owner and Occupant will regularly inspect their entire Unit (including inside closets and cabinets, and behind furniture and appliances) for leaks, breaks, or malfunctions of any kind that may emanate from or cause damage to the Common Elements or another Unit. When possible, such inspection will be performed after rains when leaks from wind-driven rain are most likely to be evident. Typical indicators of water penetration problems include water leaks around windows, doors, flues, and vents; standing water on a floor; water stains on ceilings and walls.
3. Monitor Water Appliances. Each Owner and Occupant is responsible for the inspection, maintenance, repair, and replacement of all water-using appliances and fixtures in the Unit or serving the Unit exclusively, such as dishwashers, water heaters, washing machines, ice-makers, toilets, air conditioning drip pans, and shower pans. The Owner is solely responsible for any damage to the Owner's Unit, another Unit, or the Common Elements from the appliances and fixtures in the Owner's Unit or serving the Owner's Unit exclusively, regardless of the nature or exact location of the water source.
4. Report. An Owner and Occupant will promptly report to the Association the discovery of any leak, break, or malfunction in any portion of the Owner's Unit or the adjacent Common Elements for which the Association has a maintenance responsibility. The origin of a water leak can be difficult to locate and may require repeated attempts to repair. The failure of the Association or its contractors to effectively stop a water leak on the first repair attempt is not uncommon and must not dissuade an Owner or Occupant from re-reporting the leak on its next occurrence. The failure by an Owner and Occupant to promptly report a water leak or water penetration problem may be deemed negligence, thereby making the Owner and Occupant liable for any additional damage caused by the delay.

5. Mitigate. To mitigate damage from water leaks and penetrations, and to discourage mold, the Owner or Occupant of a Unit that experiences a water leak or penetration must promptly dry, clean, and disinfect the wet area. If the water penetration is inside a wall cavity or above a ceiling, the Owner or Occupant must inform the Association or Manager immediately.
6. Humidity. To discourage mold in his Unit, the Owner or Occupant should maintain an inside humidity level under sixty percent (60%). If condensation or moisture collects on windows, walls or pipes, the Owner or Occupant should promptly dry the wet surface and reduce the moisture/water source. Condensation can be a sign of high humidity.
7. Negligence. The failure to promptly and properly repair a water-related problem in a Unit may be deemed negligence by the Owner, who may be liable for any additional damage caused by the failure or the delay.
8. Information. For more information about mold, please consult a reliable source, such as "A Brief Guide to Mold, Moisture, and Your Home" - a brochure published by the U. S. Environmental Protection Agency, which is available on its website at <http://www.epa.gov/mold/hiddenmold.html>.

ATTACHMENT 7

CLAWSON RIDGE CONDOMINIUMS

COMMUNITY MANUAL

CERTIFICATION & ACKNOWLEDGMENT

As the Declarant of Clawson Ridge Condominiums and the initial and sole member of Clawson Ridge Condominium Community, Inc. (the "Association"), I certify that the foregoing Clawson Ridge Condominiums Community Manual was adopted for the benefit of the Association as part of the initial project documentation for Clawson Ridge Condominiums, located in Travis County, Texas. This Community Manual becomes effective when recorded.

SIGNED on this 21 day of June, 2017.

DECLARANT:

3700 CLAWSON, LP, a Texas limited partnership

By: 3700 CLAWSON GP, LLC, a Texas limited liability company, General Partner

By: BCP GP, LLC, a Texas limited liability company, its Managing Member

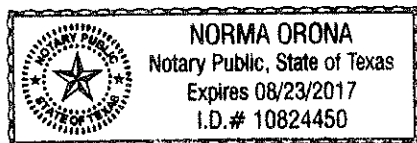


Edward S. Butler, Sole Member

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 21st day of June, 2017 by Edward S. Butler, Sole Member of BCP GP, LLC, a Texas limited liability company, Managing Member of 3700 Clawson GP, LLC, a Texas limited liability company, General Partner of 3700 Clawson, LP, a Texas limited partnership, on behalf of said companies and partnership.



Norma Orona
Notary Public, State of Texas

CLAWSON RIDGE CONDOMINIUMS
COMMUNITY MANUAL

CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM INFORMATION STATEMENT

ATTACHMENT 3

BUDGET

Summary of Initial 12-Month Operating Budget

Expenses

<u>Maintenance and Repairs</u>	\$39,015.00
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Includes electrical repairs, general maintenance, landscaping, irrigation repairs and maintenance, etc.

<u>Administrative</u>	\$24,945.00
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Includes office supplies, postage, scans, letters, legal fees, etc.

<u>Utilities</u>	\$22,580.00
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Includes Common Element electricity, telephone, water, trash, etc.

<u>Insurance</u>	\$21,801.00
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<u>Reserves</u>	\$11,000.00
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Funding for future improvements/repairs.

<u>Total Expenses</u>	\$108,341.00
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CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM INFORMATION STATEMENT

ATTACHMENT 4

LIMITED WARRANTY

Centricity
Sample Warranty

This sample warranty provides information on the basic terms and conditions of the warranty. It is not a valid warranty, provides no coverage, and is provided for information only. A warranty on any home is only issued upon Centricity receiving and accepting the Warranty Coverage Application, Warranty Enrollment Fee and any additional underwriting requirements from the Builder. The actual warranty issued may include State specific amendments not included in this sample. Contact your Builder for the specific coverages and warranty periods that may be provided on your home.

BUILDERS WARRANTY

AND

BUILDING STANDARDS

FOR YOUR NEW HOME

YOUR BUILDER CARED ENOUGH TO PROVIDE LIMITED WARRANTY COVERAGE THROUGH

CENTRICITY
(formerly known as)
BONDED BUILDERS WARRANTY GROUP

Be sure to read these documents to understand the benefits and limitations of Your warranties. You may return the warranty for cancellation within 30 days of Your receipt of it. If cancelled Centricity will refund the full Warranty Enrollment Fee paid to the Builder. Cancellation of this warranty does not extend or alter the Builder's responsibilities.

Centricity
P.O. Box 33025 St. Petersburg, FL 33733
Phone: 800-345-6282
www.centricity.com

CENTRICITY (formerly known as)
BONDED BUILDERS WARRANTY GROUP ("herein Centricity")
P.O. Box 33025 St. Petersburg, FL 33733 Phone: 800-345-6282

WARRANTY CONFIRMATION

The Warranty Confirmation(s), any Warranty Amendment(s), Your Warranty Coverage Application and the Warranty Document form Your entire warranty contract. Please read these documents carefully and completely to understand the benefits, exclusions and limitations of the express limited warranty.

Workmanship/Materials & Systems Warranty

Warranty Number: [1234567WK]
Homeowner: [John & Mary Smith]
Property Address Covered by the Warranty: [123 Any Street]
[Any City, State 00000]
Warranty Start Date: [June 1, xxxx]
Warranty Expiration Date(s): Workmanship & Materials [June 1, xxxx]
Systems [June 1, xxxx]
Closing Contract Price of Home: [\$XXX,XXX]
Warranty Limit: [\$XXX,XXX]
Aggregate Warranty Limit: [\$XXX,XXX]
Builder: [ABC Builder]
[456 Any Street]
[Any City, State 00000]
[800-123-4567]
Warranty Enrollment Fee: [\$XXX]

The following are part of this Workmanship/Materials & Systems Warranty, along with this Warranty Confirmation Page:

Workmanship/Materials & Systems Warranty
General Warranty Provisions
Construction Performance Standards
Warranty Cover
Warranty Amendments (attached if any):

CENTRICITY (formerly known as)
BONDED BUILDERS WARRANTY GROUP ("herein Centricity")
P.O. Box 33025 St. Petersburg, FL 33733 Phone: 800-345-6282

WARRANTY CONFIRMATION

The Warranty Confirmation(s), any Warranty Amendment(s), Your Warranty Coverage Application and the Warranty Documents form the entire warranty contract. Please read these documents carefully and completely to understand the benefits, exclusions and limitations of the express limited warranty.

EXPRESS LIMITED MAJOR STRUCTURAL DEFECT WARRANTY

Warranty Number: [1234567ST]

Homeowner: [John & Mary Smith]

Property Address Covered by the Warranty: [123 Any Street]
[Any City, State 00000]

Warranty Start Date: [June 1, xxxx]

Warranty Expiration Date(s): Major Structural Defects [June 1, xxxx]

Closing Contract Price of Home: [\$XXX,XXX]

Warranty Limit: [\$XXX,XXX]

Aggregate Warranty Limit: [\$XXX,XXX]

Builder: [ABC Builder]
[456 Any Street]
[Any City, State 00000]
[800-123-4567]

Warranty Enrollment Fee: [\$XXX]

The following are part of this Express Limited Major Structural Warranty, along with this Warranty Confirmation Page:

Express Limited Major Structural Warranty
General Warranty Provisions
Warranty Cover
Warranty Amendments (attached if any):

CENTRICITY (formerly known as)
BONDED BUILDERS WARRANTY GROUP ("herein Centricity")
P.O. Box 33025 St. Petersburg, FL 33733 Phone: 800-345-6282

WORKMANSHIP, MATERIALS AND SYSTEMS WARRANTY

The Warranty Confirmation Page provides specific information on the Workmanship, Materials and Systems Warranty. Please review it carefully along with all the warranty provisions.

- A. Introduction**
- B. Coverage**
- C. Builder Responsibilities**
- D. Centricity Responsibilities**
- E. Your Responsibilities**
- F. How To Make A Claim**
- G. Alternative Dispute Resolution**
- H. Emergency Condition**
- General Warranty Provisions**
- Construction Performance Standards**

A. INTRODUCTION

THIS IS A WARRANTY AND NOT INSURANCE. THIS WARRANTY DOES NOT TAKE THE PLACE OF YOUR BUILDERS GENERAL LIABILITY INSURANCE OR YOUR HOMEOWNERS INSURANCE.

This warranty is on the Home. If the Home is sold, each successor in title to the Home, including a mortgagee in possession, is entitled to coverage under the warranty for its unexpired Warranty Period. There is no limit under this warranty to the number of successions during the Warranty Period.

B. WORKMANSHIP, MATERIALS and SYSTEMS WARRANTY COVERAGE

- 1. Workmanship and Materials** – Commencing on the Warranty Start Date, Your Builder warrants Your Home will be free from defects in workmanship and materials as such defects are defined in the Construction Performance Standards set forth herein. The Workmanship and Materials Warranty ends on the Warranty Expiration Date shown on the Warranty Confirmation page.
- 2. Electrical, Plumbing and Mechanical Systems** – Commencing on the Warranty Start Date, Your Builder warrants Your Home will be free from defects in the electrical, plumbing and mechanical systems of Your Home (referred herein collectively as "Systems") as such defect is defined in the Construction Performance Standards set forth herein, including the wiring, piping and ductwork portions of the Systems. The Systems Warranty ends on the Warranty Expiration Date shown on the Warranty Confirmation page.

Appliances, fixtures or pieces of equipment that are covered by a manufacturer's warranty ARE NOT covered by this warranty. Defects in any of the systems resulting from failures in an appliance, fixture or piece of equipment covered by a manufacturer's warranty ARE NOT covered by this warranty.

There are specific exclusions in this warranty for which coverage is not provided. Refer to the Exclusions Section in the General Warranty Provisions.

Condominium Provision – Common elements of condominiums as they pertain to this warranty will be warranted against workmanship, materials and systems defects as stated above. Common elements are defined as any portion of a primary condominium structure, which is provided for the common use of the residents of the structure. Coverage for common elements shall commence on the certificate of occupancy date of the primary structure, housing individual units, as listed on the Warranty Coverage Application. Common elements claims are to be filed by the Condominium Association.

C. Builder Responsibilities Under the Workmanship, Materials and Systems Warranty

Your Builder has warranted Your Home to meet the Construction Performance Standards listed herein. The obligations under this Workmanship, Materials and Systems Warranty are the sole responsibility of Your Builder. If a defect occurs on an item during the applicable part of the Warranty Period and the item is covered by the Workmanship, Materials or Systems Warranty the Builder will repair or replace the defective item. The Builder's total

liability under this warranty for the repair or replacement of defective items is limited to the Warranty Limit shown on the Warranty Confirmation page. Your Builder's and/or Centricity's costs of determining the existence and/or extent of a covered defect, costs of designing, making, and monitoring repairs (or payments to You or to another instead) are deducted from the Warranty Limit.

The Builder or Centricity, if necessary, shall have the option to repair, replace or pay You the reasonable cost of repair and/or replacement of any covered defect. The choice to repair, replace or pay You for any defective item is solely that of the Builder or Centricity. The design, method and manner of such repair are within the sole discretion of the Builder, if the Builder pays for the repair, or Centricity, if Centricity pays for the repair. By accepting enrolment of Your Home into the Centricity Warranty Program You agree to the method and manner of repair and/or replacement selected by the Builder or Centricity. The repair shall bring the defective item in compliance with the applicable Construction Performance Standards listed herein. In no event shall the Builder or Centricity be liable for discontinued items, changes in dye lots, colors or patterns, or items not included in the original construction.

No repair or replacement shall extend the Warranty Period or any applicable part thereof.

D. Centricity Responsibilities Under the Workmanship, Materials and Systems Warranty

Centricity is the guarantor under this limited warranty and will meet the Builder's obligations to You for covered deficiencies if either, at Centricity's sole discretion and upon Centricity's receipt of sufficient proof, (1) the Builder is unable or unwilling to comply with the terms and conditions of the warranty and Construction Performance Standards as set forth herein; or (2) after an arbitration between You and the Builder has been conducted and after all alternative dispute resolution procedures contained herein have been completed and an arbitration award has been rendered against the Builder and the Builder refuses or is unable to comply with the award.

Centricity's total liability under this warranty for the repair or replacement of defective items is limited to the Warranty Limit shown on the Warranty Confirmation page, but in no case will Centricity's total liability for all warranties issued by Centricity on the Home exceed the Aggregate Warranty Limit shown on the Warranty Confirmation page. Your Builder's and/or Centricity's costs of determining the existence and/or extent of a covered defect, costs of designing, making, and monitoring repairs (or payments to You or to another instead) are deducted from the Warranty Limit and Centricity's Aggregate Warranty Limit.

E. Your Responsibilities Under the Workmanship, Materials and Systems Warranty

You are responsible for any damage to any improvement, fixture or property not constructed, installed or provided by the Builder that may need to be removed to repair the covered defect or which may be damaged by the implantation of repairs to the covered defect. You shall be responsible to pay for the cost of repair of such improvement, fixture or property necessitated by the removal of the addition or repair of a covered defect. Before Centricity repairs or pays for the repair of a claim, You must assign to Centricity any rights You may have against any other person with respect to the claim including but not limited to the Builder and/or its subcontractors or suppliers.

F. How to Make a Claim Under the Workmanship, Materials and Systems Warranty

If You believe Your Home has a defect that may be covered under the warranty during the applicable part of the Warranty Period, You must contact Your Builder as soon as possible upon your detecting a defect and before the expiration of the applicable Warranty Period. The Builder shall make a determination as to the extent such defect is warranted under the terms and conditions herein. The option to repair, replace or pay You the reasonable cost of repair or replacement is solely that of the Builder or Centricity. Centricity does not negotiate the scheduling of repairs and You must coordinate and cooperate with the Builder to provide access to the Home as provided in this warranty.

If you have notified Your Builder and are unable to resolve any warranty claim issues, You must completely fill out and transmit to Centricity the Centricity Workmanship, Materials and Systems Claim Form. Any and all claims must transpire and be discovered within the applicable Warranty Period. The Centricity Claim form must be received by Centricity no later than 30 days after the Warranty Expiration Date or You will have waived a claim for the defect and any claim submitted will be rejected. Telephone calls to Centricity shall not constitute a claim. **To the extent the applicable Warranty Period will expire before the above time frames are allowed to conclude, You must notify Centricity in writing before the expiration of the applicable Warranty Period. Notice to Your Builder within the applicable warranty period without separate written notice to Centricity shall result in Your claim being denied.**

Upon receipt of the Centricity Workmanship, Materials and Systems Claim Form, Centricity will contact the Builder and make attempts to get the Builder to comply with the terms and conditions of the applicable warranty Construction Performance Standard, or notify You if the claimed defect is not a warranted item.

G. Alternative Dispute Resolution For Workmanship, Materials and Systems Warranty

You, Your Builder and Centricity hereby agree that any dispute, controversy, claim or matters in question regarding the Workmanship, Materials and Systems Warranty between Builder, You, Your successors in interest and/or Centricity arising out of or relating to this Warranty including without limitation, a claim of subrogation, negligent or intentional misrepresentation or nondisclosure in the inducement, and breach of any alleged duty of good faith and fair dealing, (herein referred to collectively as a "Dispute"), shall be submitted to Centricity's Conciliation® Process where the parties will endeavor to resolve the Dispute in an amicable manner. Centricity will arrange a conciliation meeting at the Home, with You, or Your representative, the Builder, or Builder's representative and a conciliator assigned by Centricity. There is no charge to You for this conciliation process. During Conciliation, evidence presented by both parties will be evaluated to determine the warranty obligation owed (if any). The conciliator will inform both parties in writing of the decision. If accepted in total, the Builder will comply with the conciliator's decision and correct the listed items.

In the event any Dispute cannot be resolved by Centricity's Conciliation Process, the Dispute shall be submitted to a Claim Review Group consisting of the conciliator, and qualified third party representatives for You and the Builder. The Claim Review Group will be held at the Home. There is no charge to You for the Claim Review Group. However, You must pay any costs for Your representative. In the event any Dispute cannot be resolved by the Claim Review Group, You must submit the Dispute to binding arbitration pursuant to the terms and conditions of the Arbitration Section of this warranty.

Centricity reserves the right to attend any applicable Alternative Dispute Resolution proceeding, on behalf of the Builder, so as to allow for the enforcement of the terms and conditions of this warranty.

In Florida: The binding nature of the arbitration proceedings described herein shall not apply, however the arbitration required herein shall be a condition precedent to any and all litigation and/or formal court proceedings.

H. Emergency Condition For Workmanship, Materials and Systems Warranty

An Emergency Condition is one You cannot control that seriously affects Your ability to live in the Home or a condition that if not rectified will result in significant damage to the Home. In case of an Emergency Condition, You must notify the Builder immediately in order that further damages can be mitigated. If Your Builder has provided You with emergency numbers and/or procedures, You must comply with those procedures and/or exhaust those remedies prior to contacting Centricity. Failure to follow such procedures could, at Centricity's sole discretion, result in Your claim being denied.

You should take immediate action if circumstances dictate the need, but You agree that only those repairs necessary to eliminate the Emergency Condition or mitigate further damage shall be performed. You agree that any and all repairs performed beyond such measures will not be the responsibility of the Builder or Centricity, unless You first obtain the permission of Your Builder. Emergency Conditions occurring after normal business hours, over a weekend and/or on a holiday must be reported to the Builder on the next business day.

ANY UNAUTHORIZED REPAIRS MADE BY YOU OR SOMEONE UNDER YOUR DIRECTION, OTHER THAN THOSE PERMITTED ABOVE, WILL NOT BE REIMBURSED OR COMPENSATED. THE DECISION AND DETERMINATION AS TO THE EXTENT OF EXPENSES THAT ARE REIMBURSABLE UNDER THE WARRANTY FOR EMERGENCY CONDITIONS IS THE SOLE DISCRETION OF THE BUILDER AND/OR Centricity IF NECESSARY.

CENTRICITY (formerly known as)
BONDED BUILDERS WARRANTY GROUP ("herein Centricity")
P.O. Box 33025 St. Petersburg, FL 33733 Phone: 800-345-6282

EXPRESS LIMITED MAJOR STRUCTURAL DEFECT WARRANTY

The Warranty Confirmation Page provides specific information on the Express Limited Major Structural Defect Warranty. Please review it carefully along with all the warranty provisions.

- A. Introduction**
- B. Coverage**
- C. Centricity Responsibilities**
- D. Your Responsibilities**
- E. How To Make A Claim**
- F. Alternative Dispute Resolution**
- General Warranty Provisions**

A. INTRODUCTION

THIS IS A WARRANTY AND NOT INSURANCE. THIS WARRANTY DOES NOT TAKE THE PLACE OF YOUR BUILDERS GENERAL LIABILITY INSURANCE OR YOUR HOMEOWNERS INSURANCE.

This warranty is on the Home. If the Home is sold, each successor in title to the Home, including a mortgagee in possession, is entitled to coverage under the warranty for its unexpired Warranty Period. There is no limit under this warranty to the number of successions during the Warranty Period.

B. Coverage

Commencing on the Warranty Start Date, Centricity warrants Your Home will be free from Major Structural Defects as such defects are defined herein. The Major Structural Defects warranty ends on the Structural Warranty Expiration Date shown on the Warranty Confirmation page.

A Major Structural Defect is:

1. Actual physical damage;
2. to the designated load-bearing portions of a Home;
3. caused by failure of such load-bearing portions that affects their load-bearing functions; and
4. to the extent that the Home becomes unsafe, unsanitary, or otherwise unlivable.

All four portions of the definition must be met to qualify the Home for Major Structural Defect Warranty coverage.

The **load bearing portions of the Home** are the framing members and other structural elements that transfer the load to the supporting ground. The covered load bearing portions of the Home are:

1. Load bearing foundation systems, piling, piers, stemwalls and footings;
2. Load bearing beams;
3. Load bearing girders;
4. Load bearing lintels;
5. Load bearing columns;
6. Load bearing walls and partitions;
7. Load bearing flooring sub systems; and
8. Load bearing roof framing systems, roof rafters and trusses.

Specific examples of **non-load bearing elements** of the Home include, but are not limited to:

1. Non-load bearing partitions and walls;
2. Wall tile or coverings;
3. Plaster, laths, or dry wall;
4. Flooring and sub-flooring material;
5. Brick, stucco, stone or veneer;
6. Any type of exterior siding;
7. Roof shingles, sheathing, flashing and tarpaper;
8. Heating, cooling, ventilating, plumbing, electric and mechanical systems;
9. Appliances, fixtures or items of equipment;

10. Doors, trim, cabinets, windows, hardware, insulation, paint, stains;
11. Basement, garage slabs and other interior concrete floor slabs.

There are specific exclusions in this warranty for which coverage is not provided. Refer to the Exclusions Section in the General Warranty Provisions.

C. Centricity's Responsibilities Under the Express Limited Major Structural Defect Warranty

Centricity will repair or replace a covered Major Structural Defect or pay You the reasonable cost of such repair or replacement. The repair of a Major Structural Defect consists of, and is limited to:

1. Repair or replace the load-bearing portions of Your Home necessary to restore the load-bearing function to eliminate any unsafe, unsanitary or otherwise unliveable condition;
2. Repair of those non-load bearing portions and systems of the Home damaged by the Major Structural Defect and whose repair is necessary to make Your Home once again safe, sanitary or otherwise liveable, such as restoration of the functionality of damaged windows, exterior doors, and the electrical, plumbing, heating, cooling and ventilating systems; and
3. Removal and repair or replacement of only those surfaces, finishes and coverings, original with the Home damaged by the Major Structural Defect or which require removal and replacement to repair the Major Structural Defect. Repair or replacement is limited to an attempt to match the condition of the affected area just prior to the Major Structural Defect as closely as practical, but not necessarily to a like new condition. In no event shall Centricity be liable for discontinued items, changes in dye lots, colors or patterns, or items not included in the original construction.

Centricity's total liability for the repair or replacement of Major Structural Defects is limited to the Warranty Limit shown on the Warranty Confirmation page, but in no case will Centricity's total liability for all warranties issued by Centricity on the Home exceed the Aggregate Warranty Limit shown on the Warranty Confirmation page. Centricity's costs of determining the existence and/or extent of a covered defect, costs of designing, making, and monitoring repairs (or payments to You or to another instead) are deducted from the Warranty Limit and Centricity's Aggregate Warranty Limit.

Centricity shall have the sole option to repair, replace or pay You the reasonable cost of repair and/or replacement of any Major Structural Defect. The design, method and manner of such repair are within the sole discretion of Centricity. By accepting enrolment of Your Home into the Centricity Warranty Program You agree to the method and manner of repair and/or replacement selected by Centricity.

No repair or replacement shall extend the Warranty Period or any applicable part thereof.

D. Your Responsibilities Under the Express Limited Major Structural Defect Warranty

You are responsible for any damage to any improvement, fixture or property not constructed, installed or provided by the Builder, which is damaged by a covered Major Structural Defect, or is damaged during the repair of a covered Major Structural Defect, and You shall pay for the cost of repair of such improvement, fixture or property necessitated by the repair of a covered Major Structural Defect. Before Centricity repairs or pays for the repair of a claim, You must assign to Centricity any rights You may have against any other person with respect to the claim including the Builder and/or its subcontractors or suppliers.

E. How to Make a Claim Under the Express Limited Major Structural Defect Warranty

If you believe Your Home has a Major Structural Defect that may be covered under the Express Limited Structural Warranty during the applicable part of the Warranty Period, You must completely fill out and transmit to Centricity the Centricity Structural Claim Form. This Claim form should be transmitted as soon as possible upon your detecting a defect and before the expiration of the Warranty Period. Any and all claims must transpire and be discovered within the Warranty Period. The Centricity Claim form must be received by Centricity no later than 30 days after the Warranty Expiration Date or You will have waived a claim for the defect and any claim submitted will be rejected. Any and all reports, estimates, diagrams and/or pictures that may exist regarding the nature and extent of the alleged defect should accompany the claim form. Telephone calls to Centricity shall not constitute a claim.

After Centricity receives the Structural Claim Form, You will be contacted to make arrangements to have the Home inspected either by a Centricity representative or other qualified construction professional. The inspection will be conducted to gather evidence regarding the alleged defects. You should cooperate in all respects with the Centricity representative or other qualified construction professional to ensure that all of the alleged defects are reviewed and/or discussed. If necessary, at the option of Centricity, additional inspections and/or testing may be called for to enable the claim to be thoroughly investigated and evaluated. After Centricity, at its sole discretion has completed its

investigation, Centricity shall notify You in writing as to the warranty coverage, if any, of the claimed Major Structural Defects.

If it is determined that the Major Structural Defects are covered by this warranty, You must provide Centricity with a full and unconditional release of all past rights and causes of action You may have with respect to all claimed Major Structural Defects determined to be covered under this warranty, including those rights and causes of action against the Builder, before Centricity will be obligated to pay a claim or make repairs. You shall return the signed release and/or assignment to Centricity within 60 days after receiving it from Centricity, or Centricity will void it.

F. Alternative Dispute Resolution For Express Limited Major Structural Defect Warranty

You, Your Builder and Centricity hereby agree that any dispute, controversy, claim or matters in question regarding the Major Structural Defect warranty between Builder, You, Your successors in interest and/or Centricity arising out of or relating to this Warranty including without limitation, a claim of subrogation, negligent or intentional misrepresentation or nondisclosure in the inducement, and breach of any alleged duty of good faith and fair dealing, (herein referred to collectively as a "Dispute"), shall be submitted to Mediation where the parties will endeavor to resolve the Dispute in an amicable manner.

The mediator's compensation fee, administrative fee and all expenses charged by the mediator and/or the mediation service shall be borne equally by the mediating parties. Each party shall pay their own attorney fees and expenses. Additional fees may be assessed in accordance with the mediation company rules and fees.

In the event any Dispute cannot be resolved by Mediation, You must submit the Dispute to binding arbitration pursuant to the terms and conditions of the Arbitration Section of this warranty.

In Florida: The binding nature of the arbitration proceedings described herein shall not apply, however the arbitration required herein shall be a condition precedent to any and all litigation and/or formal court proceedings.

CENTRICITY (formerly known as)
BONDED BUILDERS WARRANTY GROUP ("herein Centricity")
P.O. Box 33025 St. Petersburg, FL 33733 Phone: 800-345-6282

GENERAL WARRANTY PROVISIONS

These General Warranty Provisions apply to each warranty to which they are attached and identified on the Warranty Confirmation Page.

- A. DEFINITIONS**
- B. EXCLUSIONS – Items Not Covered By The Warranty**
- C. ARBITRATION PROVISION**
- D. GENERAL CONDITIONS**
 - 1. Access to Your Home
 - 2. Mortgage Clause
 - 3. Resale – Transfer of Warranty
 - 4. Delay
 - 5. Assignment of Insurance Proceeds
 - 6. Exclusive Remedy Agreement
 - 7. Waiver of Implied Warranty
 - 8. Independence
 - 9. Attorney's Fees and Costs Forbidden
 - 10. Severability
 - 11. Binding Nature
 - 12. Gender
 - 13. Choice of Law
 - 14. Cancellation

A. DEFINITIONS

Aggregate Warranty Limit – the maximum amount Centricity is liable for under all warranties issued by Centricity on the Home. The Aggregate Warranty Limit is shown on the Warranty Confirmation page.

Alternative Dispute Resolution – The Conciliation®, Claim Review Group, Mediation and/or the Arbitration processes used by Centricity to resolve issues arising only from the terms and conditions of a Centricity warranty.

Arbitration – An Alternative Dispute Resolution process wherein the designated neutral third party conducts a hearing wherein the parties present live testimony and evidence to the arbitrator. The arbitrator shall render a decision as to the party's responsibility under the terms and conditions of the warranty and the applicable law.

Centricity – the Warranty Company underwriting this program or its assigned authorized representatives.

Builder – The person, corporation, partnership or other entity registered under the Centricity program and who may have obtained this warranty on the Home. Builder is shown on the Warranty Confirmation page.

Claim Review Group – An Alternative Dispute Resolution process wherein a Centricity selected Conciliator, a qualified representative of You and a qualified representative of the Builder review the claim information and the terms and conditions of the warranty and shall issue, either by majority or unanimous vote, a claims decision, which shall be presented to You and the Builder with a copy to Centricity.

Complete Warranty Document – The entire warranty contract between You, Your Builder and Centricity consisting of the Warranty Coverage Application, the Warranty Confirmation page, any Warranty Amendments and the Warranty Document.

Conciliation® – An Alternative Dispute Resolution process conducted by Centricity to work with You and the Builder to amicably resolve any and all warranty disputes that may arise. The Centricity selected Conciliator shall render a non-binding opinion as to the rights and obligations of each party under the terms and conditions of the warranty.

Consequential Damage – Any property damage or bodily injury which follows as a result of structural damage or any other items covered under this warranty, including defects in plumbing, electrical, heating, cooling or ventilation systems. Consequential damage or resulting bodily injury or property damage are not covered under this warranty.

Home – A single or multi-family home, structure, dwelling or unit (herein called "Home") individually owned and covered by the warranty. The Home covered is shown on the Warranty Confirmation page under "Property Address Covered by the Warranty".

Mediation – An Alternative Dispute Resolution process wherein a neutral third party attempts to negotiate an amicable settlement between the parties and facilitate an agreed resolution that is accepted by the parties as a resolution to any and all complaints raised.

Warranty Confirmation Page – The page included as part of the Complete Warranty Document to identify the Home enrolled, the Warranty Limit, Aggregate Warranty Limit, Warranty Start Date, Warranty Expiration Date, any applicable Warranty Amendments, and other information specific to Your warranty.

Warranty Coverage Application – The required application form completed by Your Builder, and signed by You and Your Builder, to enroll Your Home.

Warranty Enrollment Fee – The fee paid for the warranty as indicated on the Warranty Confirmation page.

Warranty Expiration Date – The date the warranty ends as indicated on the Warranty Confirmation page or applicable Warranty Amendment.

Warranty Limit – The maximum amount payable under the terms of the warranty. The Warranty Limit is shown on the Warranty Confirmation page.

Warranty Period – The length of time Your Home is covered by the warranty for each type of coverage provided, beginning on the applicable Warranty Start Date and ending on the applicable Warranty Expiration Date.

Warranty Start Date – This is the date coverage under the warranty begins. It is the earlier of Your occupancy of the Home or the day that title transfers on Your ownership of the Home. The Warranty Start Date is shown on the Warranty Confirmation page.

You, Your, Yours – The Homeowner(s) who hold title to the Home covered by the warranty.

B. EXCLUSIONS – Items Not Covered By The Warranty

The following exclusions from warranty coverage apply to any and all warranties issued by Centricity, including Workmanship, Materials, Systems and Major Structural Defect warranties. The Home is warranted as constructed by the Centricity approved Builder. Centricity does not warrant deficiencies or defects regardless of (a) the cause of the excluded event; or (b) other causes of loss; or (c) whether other causes acted concurrently or in any sequence with the excluded events to produce the deficiency or defect. The following are excluded from coverage under this warranty:

1. Deficiency or defects to any property, or part of the property, that was not included in the Closing Contract Price shown on the Warranty Confirmation page;
2. Off-site improvements or any improvements installed after the Warranty Start Date whether provided by the Builder or others;
3. Drainage deficiencies that do not affect the structural integrity of the Home;
4. Any and all landscaping (including sodding, seeding, shrubs, trees, and plantings) and landscaping irrigation systems including but not limited to sprinkler systems, sprinkler heads and/or sprinkler control systems;
5. Fences, boundary walls, retaining walls and bulkheads, except those retaining walls and bulkheads that contain structural or foundation walls at the Home and/or provide structural support to the Home;
6. Outbuildings, sheds, storage buildings, porches, cabanas or any other detached structures including but not limited to detached carports and detached garages (except those outbuildings which contain the plumbing, electrical, heating, cooling or ventilation systems built or installed with and serving the Home);
7. Patios, decks, balconies, sidewalks, walkways, driveways, swimming pools, hot tubs, spas, exterior steam rooms, covered screen enclosures, and/or other recreational facilities;
8. Any damage caused by soil movement, if compensation is provided by state legislation or covered by other insurance;
9. Any damage as a result of insufficient (or change in) load-bearing capacity of the soil, sub-soils or surfaces of the soil or sub-soils on a lot prepared by You, the Homeowner;
10. Any damage caused or made worse by inadequate, excessive or uneven watering of soils within close proximity of foundations in areas with active soil; or damage by trees planted within 10 feet of foundations;
11. After the first year, concrete floors of basements and attached garages that are built separate from foundation floors or other structural elements of the Home;
12. Failure of the Builder to complete construction of the Home or any component part of the Home in conformity with construction plans or specifications or to complete agreed upon walk-through "punch-out" items;
13. Failure of the Builder, their employees, agents, or subcontractors to perform pre-closing cleanup of any kind or failure to remove any spillage, or debris from construction site;
14. Any defects or deficiency caused by materials, design, construction, or work supplied by other than the original Builder of the Home, or their employees, agents, or subcontractors;
15. Changes, alterations or additions made to the Home by anyone other than those performed under obligations of this warranty;
16. Changes of the grading of the site by anyone other than the Builder originally building the Home or their employees, agents, or subcontractors;
17. Deficiency or defects caused or made worse by owners, occupants, or guests;
18. Any deficiencies or defects in workmanship, materials or structural portions normally covered by another warranty or insurance policy whether or not paid by such warranty or insurance policy;
19. Deficiency or defects resulting from accidents, riot, civil commotion, terror attacks, war, or Acts of God; including but not limited to fire, explosion, smoke, water escape, windstorm, mudslide, erosion, hail, lightning, hurricanes, tsunamis, falling trees, aircraft, vehicles, flood, earthquakes, sink holes, underground springs, volcanic eruptions, saturated soils or change in the level of the under ground water table;

20. Deficiency or defects resulting from burn holes, buried debris, or organic materials;
21. Any contamination caused or created by natural or man-made chemicals, compounds, or substances, or breakdown or adverse effects of chemicals, compounds, or substances used in the construction of the Home or site. Such contamination is not covered even if the Home is rendered unlivable;
22. Insect damage including termites;
23. Any damage caused by water intrusion, including but not limited to roof leaks, window sealants, plumbing or failure of vapor barriers, except as provided in the Workmanship, Materials and Systems warranty;
24. Dampness or condensation due to Your failure to maintain adequate ventilation;
25. Any loss, damages or other condition which is not a deficiency or defect of construction;
26. Consequential Damage: Any property damage or bodily injury which follows as a result of structural damage, or other defects covered under this warranty including defects in plumbing, electrical, heating and cooling;
27. Normal wear and tear or normal deterioration;
28. Cost of transportation, food, storage, moving contents, shelter, or other incidental expenses related to Your relocating during repair;
29. Any loss or damage which may arise while the Home is not being used primarily for residential purposes;
30. Any loss or physically inflicted damage which is not a construction deficiency or defect, including but not limited to chips, scratches, and dents in materials, fixtures, appliances, or other types of equipment;
31. Failure by You to give notice to the Builder and/or Centricity of any deficiencies or defects within a reasonable time or as specified in this warranty;
32. Negligence and/or improper maintenance or improper operation of items warranted under this warranty;
33. Failure of You or anyone to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;
34. Any loss or damage which You have not taken reasonable timely actions to minimize;
35. Any dispute received by Centricity later than 30 days after the applicable Warranty Expiration Date for claimed items of deficiency or defect;
36. Any alleged deficiency or defect for which there is no evidence of deficiency or defects at the time of the claims investigation; or which has been repaired prior to a Centricity claims investigation unless such deficiency or defect is considered by Centricity to be an emergency repair which was repaired by You after the Builder failed to respond within a reasonable time. Emergency items will be determined by Centricity considering imminent danger of resulting damage to the Home. Emergency items will not include items of comfort to You such as but not limited to problems with air conditioners;
37. Any condition which does not result in actual physical damage to the covered Home;
38. Diminished market value of Your Home.

C. ARBITRATION PROVISION

In the event any Dispute under any Centricity warranty, including without limitation, a claim of subrogation, negligent or intentional misrepresentation or nondisclosure in the inducement, breach of any alleged duty of good faith and fair dealing, and/or any dispute over the scope of this Arbitration Provision, cannot be resolved by one of the Alternative Dispute Resolution processes described herein, You, the Builder and Centricity agree to submit the Dispute to binding arbitration. You will have the right to select the arbitration company from the list of approved arbitration companies Centricity will provide to You when arbitration is requested. The arbitration will be conducted under the arbitration company's rules in effect at the time of the arbitration.

The decision of the arbitrator shall be final and binding on all parties and may be entered as a judgment in any State or Federal court of competent jurisdiction. **By accepting the warranty, You are agreeing to waive Your right to a trial by either judge or jury in a court of law.**

The initiation or participation by any party in any judicial proceeding shall not be deemed a waiver of the right to enforce this arbitration provision and notwithstanding any provision of law to the contrary, shall not be asserted or accepted as a reason to delay, to refuse to participate in, or to refuse to enforce this arbitration provision. Any party who shall commence a judicial proceeding concerning a dispute, which is arbitrable hereunder, shall also be deemed to be a party requesting arbitration within the meaning of this paragraph. Any party shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing this arbitration provision, and the arbitrator shall have sole authority to award such fees and costs.

The arbitrator's compensation fee, administrative fee and all expenses charged by the arbitrator and/or the arbitration service shall be borne equally by the arbitrating parties. Each party shall pay their own attorney fees and expenses. Additional fees may be assessed in accordance with the arbitration company rules and fees. The arbitrator shall have the discretion to reallocate such fees and expenses, save and except attorney's fees, in the interest of justice.

The parties agree that this arbitration provision involves and concerns interstate commerce and is governed by the Federal Arbitration Act (Title 9 of the United States Code), now in effect and as same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule; and to the extent that any state or local law, ordinance or judicial rule shall be inconsistent with any provisions of the rules of the arbitration company under which the arbitration proceeding shall be conducted, the rules of the arbitration company shall govern the conduct of the proceeding. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. Arbitration may be demanded at any time, but only after completion of all conditions precedent, and may be compelled by summary proceedings in Court. The institution and maintenance of any action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy of claim to arbitration if any other party contests such action for judicial relief.

The resolution of any Dispute shall not be consolidated with disputes of other Homeowners or included in any class proceeding. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision of this warranty shall apply to all warranty Disputes. This arbitration provision shall survive termination, amendment or expiration of any of the documents or any relationship between the parties.

Centricity shall have the right, in advance of the arbitration proceeding, to re-inspect any Home which is the subject of the arbitration proceeding if the request for arbitration is made more than 60 days following the last claim decision of Centricity concerning such Home. No arbitration proceeding shall involve more than one single-family detached Home or, single unit in a multi-family building. However, at Centricity's sole option, multi-family buildings, including but not limited to condominiums, could be heard together in the same proceeding.

If any provision of this arbitration agreement shall be determined to be unenforceable by the arbitrator or by the court, the remaining provisions shall be deemed to be severable there from and enforceable according to their terms.

In Florida: The binding nature of the arbitration proceedings described herein shall not apply, however the arbitration required herein shall be a condition precedent to any and all litigation and/or formal court proceedings.

D. GENERAL CONDITIONS

1. **Access to Your Home** – In order for the Builder or Centricity to fulfil their respective obligations under the terms and conditions of the warranty, access will be required to the Home. By having Your Home enrolled in the Centricity warranty program, You hereby grant access to Your Home during normal business hours for the purpose of allowing the Builder, Centricity, their agents, contractors and/or inspectors to conduct inspections, assess claims, make repairs and to conduct tests as may be determined as necessary. **Refusal To Allow Access To Your Home Will Void The Warranty.**
2. **Mortgage Clause** – Centricity may, where applicable, make payment for any claim for \$1,000.00 or more to You and the Mortgagee as your respective interests may appear. The Mortgagee will be bound by the adjustment of any claim made with You.
3. **Resale – Transfer of Warranty** – Each successor in title to the Home including, "Mortgagee in possession", is automatically entitled to coverage under this warranty up to the remaining amount of the Aggregate Warranty Limit for the unexpired Warranty Period. The transfer fee for this warranty shall not exceed \$40.00. There is no limit to the number of successions during the Warranty Period.
4. **Delay** – If the Builder's or Centricity's performance of any of its obligations is delayed by any event not resulting from their own conduct, they will be excused from performing until the effects of that event are remedied. Examples of such events are: Acts of God or common enemy, war, riot, civil commotion, sovereign conduct, or acts of persons who are not parties to this warranty.
5. **Assignment of Insurance Proceeds** – In the event Your Builder or Centricity repairs or replaces, or pays the cost of any defect covered by the Warranty for which You are covered by other insurance or warranties, You must, upon request by Your Builder or Centricity, assign the proceeds of such repair, replacement, payment and/or the right to pursue recovery for such payment to Your Builder or Centricity. This assignment includes but is not limited to Your homeowners insurance carrier, product manufacturer or any other entity or individual.

6. **Exclusive Remedy Agreement** – Except as provided herein, You have waived the right to seek damages or other legal or equitable remedies from the Builder, its principles, his subcontractors, agents, vendors suppliers, workers, material men, and/or design professionals under any and all causes of action whether statutory or at common law, including but not limited to negligence and/or strict liability. The agreement contained herein shall be enforceable to the fullest extent permissible by the law of the state in which the property is located and shall apply to any claim thereafter made against the Builder or any other person. Your sole remedy, in the event of a defect in Your Home or in the real property upon which it is situated, is as prescribed in the terms and conditions of the Centricity Warranty issued on the Home. Nothing in this paragraph shall effect or be applicable to any other express written warranty You may have received from any single vendor or manufacturer who has supplied any appliance or component for the Home.
7. **Waiver of Implied Warranties – (Habitability, Merchantability, Fitness for a Particular Purpose and/or Good and Workmanlike Construction)** – By receiving, accepting and/or agreeing to the Centricity Express Limited Warranty including but not limited to the terms and conditions contained herein, You hereby waive any and all other express or implied warranties, including but not limited to any oral or written representations or statements made by the Builder or any other implied warranty including but not limited to warranties of habitability, merchantability, fitness for a particular purpose and/or good and workmanlike construction. This waiver shall not apply to the extent not permitted by the law of the state in which the property is located.
8. **Independence** – The Centricity Warranty is independent of the contract between You and Your Builder for the construction of the Home and/or its sale to You. Contract disputes, which are not warranty disputes, as covered under this warranty are not eligible for dispute resolution hereunder. Nothing contained in any other contract between You and Your Builder can restrict or override the provisions of the Centricity Warranty.
9. **Attorney's Fees and Costs Forbidden** – Each party shall bear its own costs of litigation and under no circumstances shall any party, prevailing or otherwise be entitled to an award and/or judgment which includes or provides for attorney's fees and/or court costs.
10. **Severability** – Should any provisions of this contract be deemed by a court of competent jurisdiction to be unenforceable, the remaining portions of this warranty shall be given full force and effect and the determination will not affect the enforceability of the remaining provisions.
11. **Binding Nature** – The Warranty is to be binding upon the Builder, You, Your heirs, executors, administrators, successors and assigns.
12. **Gender** – The use of one gender in the Warranty includes all other genders; and use of the plural includes the singular as may be appropriate.
13. **Choice of Law** – The warranty is to be construed in accordance with the laws of the state in which the Home is located.
14. **Cancellation** – You may return the warranty for cancellation within 30 days of Your receipt of it. If returned the warranty will be cancelled and the full Warranty Enrollment Fee will be refunded to the Builder. Cancellation of this warranty does not extend or alter the Builder's responsibilities.

CENTRICITY (formerly known as)
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P.O. Box 33025 St. Petersburg, FL 33733 Phone: 800-345-6282

CONSTRUCTION PERFORMANCE STANDARDS

These Construction Performance Standards apply to the Workmanship, Materials and Systems warranty to which they are attached and identified on the Warranty Confirmation Page.

The following Construction Performance Standards are the official standards used by Centricity in determining coverage under the Workmanship, Materials and/or Systems Warranty. This warranty does not warrant that the Home has been built in compliance with federal, state or local building standards or codes even though the Builder is required to comply with such standards or codes. **Items covered by a manufacturing warranty ARE NOT warranted under this express limited warranty.**

In no event shall Builder, or Centricity be liable for discontinued items, changes in dye lots, colors or patterns, or items not included in the original construction.

The Performance Standards set forth in the following pages are meant to be demonstrative of the most frequent deficiencies of concern. The validity of all claims not covered by these Performance Standards shall be determined on the basis of the National Home Builders Association Residential Performance Guidelines.

Important Notice: When determining responsibility under the Construction Performance Standards, only reports from Centricity approved construction consultants (inspection firms, contractors etc.) will be considered. Some firms and individuals feel it is their responsibility to locate possible problems rather than to resolve issues under consideration and they regularly address items not covered under the terms of the warranty.

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Definitions:

POSSIBLE DEFICIENCY – a brief statement in simple terms of the problems to be considered.

PERFORMANCE STANDARD – a performance standard relating to a specific deficiency.

BUILDER RESPONSIBILITY – possible corrective action(s) suggested to the Builder to repair the defect.

YOUR RESPONSIBILITY – items expressly excluded from the warranty and which are considered part of the general maintenance of Homeownership.

1. SITE WORK

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
SITE GRADING	Settling of ground around foundation, utility trenches, or other areas.	Settling of ground around foundation, utility trenches or other filled areas shall not interfere with water drainage away from the Home.	Fill those areas where proper drainage has been affected. This shall be done one time only, during the first year of the Warranty Period. The Homeowner(s) shall be responsible for replacement of all grass, shrubs and landscaping in the affected area.	
SITE DRAINAGE	Improper drainage of the site.	Necessary grades and swales will be completed to insure proper drainage away from the Home. Standing or ponding water shall not remain for extended periods next to the Home after a rain (generally no more than 24 hours). The possibility of standing water after a heavy rainfall should be anticipated. Grading determination shall not be made while there is frost on the ground, or while the ground is saturated.	For initial establishment of proper grades and swales only.	Maintaining proper grades and swales once they have been properly completed. Damage caused by decks, pools, patios, planters, etc. You installed, which interfere with proper site drainage, are not covered. Erosion control is Your responsibility.

2. CONCRETE

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
RANDOM CONCRETE CRACKS	Random cracks in concrete.	Normal shrinkage due to the dehydration of the concrete can cause random cracking in concrete slabs.	None	
CAST-IN-PLACE CONCRETE	Basement or foundation wall cracks.	Shrinkage cracks greater than 1/8 inch in width will be repaired.	Repair cracks in excess of 1/8 inch in width.	
	Cracking of basement floor.	Minor cracks in concrete basement floors are normal. Cracks exceeding 1/4 inch in width or 3/16 inch in vertical displacement shall be repaired.	Repair cracks exceeding maximum tolerances by surface patching or other methods as required. Builder is not responsible for color variation.	
	Cracking of slab in attached garage.	Cracks in garage slabs in excess of 1/4 inch in width or 1/4 inch in vertical displacement will be repaired.	Repair cracks exceeding maximum tolerances by surface patching, or other methods as required. Builder is not responsible for color variation.	
	Uneven concrete floors/slabs.	Except for basement floors or where a floor, or portion of a floor, has been designed for specific drainage purposes, concrete floors in rooms designed for habitability shall not have pits, depressions or areas of unevenness exceeding 1/4 inch in 36 inches.	Correct or repair deficiencies exceeding maximum tolerances. Builder is not responsible for color variation.	
	Cracks in concrete slab-on-grade floors with finish flooring.	Cracks which rupture the finish flooring material shall be repaired.	Repair cracks, so they are not readily apparent.	

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
	Pitting, scaling or spalling of concrete work covered under this Limited Warranty.	Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions of weathering and use.	Take corrective action to repair or replace defective concrete surfaces. Builder is not responsible for deterioration caused by salt, chemicals, mechanical implements and factors not under Builder's control. Unless otherwise specified, Builder is not responsible for roof water run-off onto patios, walkways or driveways.	Avoid damaging the surface by the use of salts and chemicals not specifically designed for use on these surfaces.
	Settling, heaving, or separating of stoops, steps or garage floors structurally attached to the Home.	Stoops, steps or garage floors should not settle, heave or separate in excess of 1 inch from the house structures.	Take whatever corrective action is required to meet the Performance Standard.	
	Standing water on stoops.	Water should drain from all outdoor stoops and steps. Minor water standing on stoops for a short period after rain is a possibility.	Provide proper drainage of steps and stoops. Builder is not responsible for color variation of repair.	

3. MASONRY (stucco see Finishes)

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
UNIT MASONRY	Non-structural foundation wall cracks.	Small cracks not affecting structural stability are not unusual in mortar joints of masonry foundation walls. Cracks greater than 1/8 inch in width will be repaired.	Repair cracks in excess of 1/8 inch by pointing or patching. These deficiencies shall be reported and repairs made during the first year of the Warranty Period. Builder is not responsible for color variation.	
	Cracks in masonry walls or veneer.	Small cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 3/8 inch in width will be repaired.	Repair cracks in excess of 3/8 inch by pointing or patching. These repairs shall be reported to the Builder, but made close to the end of the first year of the Warranty Period to allow expansion, contraction and normal settling. Builder is not responsible for color variation.	Periodic sealing of mortar joint cracks to preclude water intrusion.

4. WOOD AND PLASTIC

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
ROUGH CARPENTRY	Floors or stairs squeak or sub-floor seems loose.	A squeak-proof floor/stair cannot be guaranteed.	Correct the problem only if caused by an underlying construction defect.	
	Uneven wood floors.	Floors shall not be more than 1/4 inch out of level within any 32-inch horizontal measurement.	Correct or repair to meet Performance Standard.	

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
	Bowed walls or ceilings.	Walls and ceilings shall not be more than 1/2 inch out of level within any 32-inch horizontal measurement, not including drywall corner bead.	Repair to meet the Performance Standard.	
	Out of plumb walls.	Walls should not be more than 1/4 inch out of plumb for any 32-inch vertical measurement.	Repair to meet the Performance Standard.	
FINISH CARPENTRY (INTERIOR)	Poor quality of interior trim workmanship.	Joints in moldings or joints between moldings and adjacent surface shall not result in open joints exceeding 1/8 inch in width.	Repair defective joints as defined. Caulking is acceptable. Builder is not responsible for color variation.	Periodic caulking of seams between baseboard and finished floor.
FINISH CARPENTRY (EXTERIOR)	Exterior finish siding has open joints between pieces of trim.	Joints between exterior trim elements, including siding and masonry, shall not result in open joints in excess of 3/16 inch.	Repair only once during the first year of Warranty Period. Caulking is acceptable.	Maintain the exterior finish by periodic caulking and painting.
	Inadequate clearance of wood siding from finished grade.	There should be a 6-inch clearance between the wood siding and the finished grade at the time of closing or first occupancy, whichever comes first.	Builder will insure that there is a minimum 6-inch clearance between the wood siding and the finished grade at the time of closing or first occupancy, whichever comes first.	Maintain a 6 inch clearance between the siding and finished grade.
	Delamination of veneer siding or joint separation.	All siding shall be installed according to the manufacturer's and industry's accepted standards. Separations and delaminations shall be repaired or replaced.	Repair or replace affected siding, as needed, unless caused by manufacturer's defect or Homeowner(s) neglect to maintain siding properly. Manufacturing defects are not covered under this warranty and must be reported to that manufacturer. Repaired area may not match in color and/or texture. For surfaces requiring paint, Builder will paint only the new materials. The Homeowner(s) can expect that the newly painted surface may not match original surface in color.	

5. THERMAL AND MOISTURE PROTECTION

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
WATERPROOFING	Leaks in foundation and basement.	Leaks resulting in actual trickling of water shall be repaired. Leaks caused by improper landscaping or failure to maintain proper grades are not covered by this Limited Warranty. Dampness of the walls or floors may occur in new construction and is not considered a deficiency.	Take such action as necessary to correct covered leaks except where the cause is determined to result from Homeowner(s) action or negligence.	Maintain proper grades and drainage around the Home.

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
	Covered leaks in exterior wall not adequately sealed or caulked.	Joints and/or cracks in exterior walls and openings shall be sealed and/or caulked to prevent water penetration in accordance with industry standards.	Repair any deficiency once during the first year of the Warranty Period only. Builder is not responsible for color variation.	Maintain caulking and sealing in exterior walls.
	Mold, mildew or fungus.	Mold, mildew or fungus can form as a result of leaks or condensation. This is considered consequential damage.	None	Mold, mildew or fungus control is Your responsibility; see Homeowner Maintenance Manual available from Centricity.
INSULATION	Insufficient insulation.	Insulation will be installed in accordance with local applicable energy and building code requirements or, as applicable, FHA and VA requirements.	Insulate the Home as required to meet local energy and building code requirements. This will not make a room sound proof.	
LOUVERS AND VENTS	Leaks due to snow or rain driven into the attic through louvers or vents.	Attic vents/louvers must be provided for proper ventilation of the attic space of the structure.	None	
ROOFING	Ice build-up on roof.	During prolonged cold spells, ice build-up is likely to occur at the eaves of a roof. This condition occurs when snow and ice accumulate and gutters and downspouts freeze up.	None	Prevention of ice build-up on a roof is a Homeowner(s) maintenance item.
	Roof or flashing leaks.	Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice build-up or Your action or negligence.	Repair any verified roof or flashing leaks not caused by ice build-up or by Your action or negligence.	Maintain the roof and periodically remove leaves, pine needles and other debris from the roof surface, valley gutters and down spouts.
	Standing water on flat roof	Water shall drain from a flat roof except for minor ponding immediately following a rainfall unless the roof is specifically designed for water retention.	Take corrective action to assure proper drainage of roof.	
SHEET METAL	Gutters and/or downspouts leak.	Gutters and downspouts shall not leak but gutters may overflow during heavy rain.	Repair leaks one time during the first year of the Warranty Period. Caulking is acceptable.	Keep leaves and debris out of gutters and downspouts to assure proper water flow.
	Water standing in gutters.	When gutters are unobstructed by debris, the water level shall not exceed one (1) inch.	Correct to meet Performance Standard. Small amounts of water may stand in certain sections of gutter immediately after a rain.	Keep leaves and debris out of gutters and downspouts to assure proper water flow.

6. DOORS AND WINDOWS

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
WOOD AND PLASTIC DOORS	Warpage of exterior doors.	Exterior doors may warp to some degree due to temperature differential on inside and outside surfaces. However, they shall not warp to the extent that they become inoperable or cease to be weather resistant.	Correct or replace and refinish defective doors during the first year of the Warranty Period. Repairs or replacements may not match the original door, but will match as closely as possible.	If You paint or stain the outside doors, the surfaces must be properly prepared before applying paint or stain.

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
	Warpage of interior passage and closet doors.	Interior doors (full openings) shall not warp to the extent that the door becomes inoperable.	Correct or replace and refinish defective doors to match existing doors as nearly as possible during the first year of the Warranty Period.	
	Shrinkage of insert panels reveal raw or unpainted wood edges.	Panels will naturally shrink and expand and may expose unpainted surface(s).	None	
	Split in door panel.	Split panels shall not allow visible light or weather intrusion through the door.	If light is visible, fill split and match paint or stain as closely as possible, one time in first year of the Warranty Period.	
	Malfunction of door locks and hardware.	Door locks and hardware shall operate as designed.	Correction of any defect shall be agreed upon prior to acceptance of the Home.	
GLASS	Glass broken or scratched.	If reported prior to first occupancy, glass or mirror surfaces shall not have scratches visible from 10 feet under normal lighting conditions.	Defective glass reported to the Builder prior to closing.	
SLIDING DOORS	Sliding doors do not operate properly.	The Builder will assure that sliding doors are installed according to manufacturer's specifications. It is acceptable for small amounts of water to stand in the bottom of the track for a period of time after a rain.	Adjust or repair inoperative sliding doors, one time only, during the first year of the Warranty Period.	Maintain the sliding doors per manufacturer's specifications. The slide tracks must be kept clean and free of debris, the rollers lubricated and adjusted.
GARAGE DOORS ON ATTACHED GARAGES	Garage doors fail to operate properly under normal use.	Garage doors shall operate properly.	Correct or adjust garage doors as required, except where the cause is determined to result from Your negligence. If You install a garage door opener, the Builder will no longer be responsible for the operation of the garage door.	Lubricate all moveable parts as mentioned in the operating manual.
	Garage doors allow intrusion of water or snow.	Garage doors will be installed as recommended by the manufacturer. Some intrusion of the elements can be expected under abnormal conditions.	Adjust or correct garage doors one time only, unless caused by Your negligence.	
WOOD, PLASTIC, AND METAL WINDOWS	Malfunction of windows.	Windows will operate with reasonable ease, as designed.	Correct as required.	Keep tracks and rollers cleaned, lubricated and adjusted.
	Condensation and/or frost on windows.	Windows will collect condensation on interior surfaces when extreme temperature difference and high humidity levels are present. Condensation is usually the result of climactic/humidity conditions, sometimes created by the Homeowner(s) comfort preference.	Unless attributed to faulty installation, window condensation is a result of conditions beyond the Builder's control. No corrective action required.	If a humidifier is installed, You will follow the manufacturer's recommendations for proper setting of the humidistat.

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
WEATHER-STRIPPING AND SEALS	Interior water seepage.	Caulking in areas where water is supplied, such as sinks, tubs, showers and hose bibs, is required to prevent water intrusion.	Once during the first year repair any area deemed to be deficient to meet the performance standard. Builder is not responsible for color variation.	Caulking is an on-going responsibility of Yours.
	Air and/or water infiltration around doors and windows.	Infiltration is normally noticeable around doors and windows, especially during high winds. Poorly fitted weather-stripping shall be adjusted or replaced.	Adjust or correct improperly fitted doors, windows and weather stripping one time in the first year of the Warranty Period.	To have storm doors and windows installed to provide satisfactory solutions in high wind areas.

7. FINISHES

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
LATH AND PLASTER	Cracks in interior wall and ceiling surfaces.	Hairline cracks are not unusual in interior wall and ceiling surfaces. Cracks greater than 1/8 inch in width are considered excessive.	Repair cracks exceeding 1/8 inch in width as required, one time only, during the first year of the Warranty Period. Builder is not responsible for color variation.	
GYPSUM WALLBOARD (DRYWALL)	Defects, which appear during the first year of the Limited Warranty such as, nail pops, blisters in tape, or other blemishes.	Slight blemishes such as nail pops, seam lines and cracks not exceeding 1/8 inch in width are common in gypsum wallboard installations and are considered acceptable.	Repair only cracks exceeding 1/8 inch in width, one time only, during the first year of the Warranty Period. Builder is not responsible for color variations in the paint or differences in finished texture.	
CERAMIC OR MARBLE TILE	Ceramic or marble tile cracks or becomes loose or hollow sounding.	Ceramic or marble tile cracks or becomes loose as a result of expansion or contraction of the surface upon which it is placed. The Builder responsibility in this event should be discussed prior to closing (contract Homes) to avoid misunderstandings. Unless otherwise agreed, the following Builder responsibility applies.	Replace cracked tiles and resecure loose tiles only once during the first year of Warranty Period, unless the defects were caused by Your action or negligence. Builder will not be responsible for discontinued patterns or color variations in ceramic tile or grout. Hollow sounding tile is not considered a defect.	RegROUT cracks after initial repairs have been made.
	Cracks appearing in grouting of ceramic or tile joints.	Cracks in grouting of ceramic tile joints are commonly due to normal shrinkage conditions. Homeowner(s) is responsible for maintenance of grouted areas.	Repair grouting if necessary, one time only, during the first year of the Warranty Period. Builder will not be responsible for discontinued tile patterns, color variations, or discontinued colored grout. RegROUTing of cracks is a maintenance responsibility of the Homeowner(s) within the life of the Home.	RegROUT cracks after initial repairs have been made.
	Lippage of adjoining ceramic or marble tile.	Lippage (vertical displacement) in excess of 1/4 inch will be repaired, except where the materials are designed with an irregular height (such as hand-made tile).	Repair to meet the accepted tolerance. Builder will not be responsible for discontinued tile patterns, color variations, or discontinued colored grout.	

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
FINISHED WOOD FLOORING	Wood flooring does not adhere	Wood flooring shall not lift or become unglued.	Repair or replace, at Builder's sole option, the affected wood flooring as required. Builder shall not be responsible for color variation of wood flooring or for problems caused by Your neglect or abuse.	
	Cracks developing between floor boards.	Cracks in excess of 1/8 inch in width shall be corrected.	Repair cracks in excess of 1/8 inch within the first year of the Warranty Period by filling or replacing, at Builder's option.	
RESILIENT FLOORING	Nail-pops appearing on the surface of resilient flooring	Readily apparent nail pops will be repaired.	Correct nail pops, which are above the surface. Repair or replace, at Builder's sole option, resilient floor covering in the affected area with similar material. Builder will not be responsible for discontinued patterns or color variations in the floor covering.	
	Depressions or ridges appear in the resilient flooring due to sub-floor irregularities.	Readily apparent depressions or ridges exceeding 1/4 inch in 36 inches shall be repaired. Visible cracks in the underlying slab are unavoidable and are considered acceptable unless the cracks rupture the resilient flooring.	Take necessary corrective action to bring the defect within acceptable tolerance so that the affected area is not readily visible. Builder shall not be responsible for discontinued patterns or color variations in floor covering.	
	Cuts and gouges appear in the surface of the resilient flooring.	The Builder will assure that the surface of the flooring does not have any observable cuts and gouges.	Repair cuts and gouges reported in writing prior to closing or first occupancy, whichever occurs first.	Protect the resilient floor surface by having chair and furniture protective devices installed and/or maintained.
	Resilient flooring does not adhere.	Resilient flooring shall not lift, bubble or become unglued.	Repair or replace, at Builder's sole option, the affected resilient flooring as required. Builder shall not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by Your neglect or abuse.	
	Seams or shrinkage gaps show at resilient flooring joints.	Gaps shall not exceed 1/16 inch in width in resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is permissible.	Repair or replace, at Builder's option, the affected resilient flooring as required. Builder shall not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by Your neglect or abuse.	

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
PAINTING	Exterior paint or stain peels, deteriorates or fades.	Exterior paints or stains should not fail during the first year of the Warranty Period. Fading is normal and the degree is dependent on climactic conditions.	Prepare and refinish affected areas, if paint or stain is defective, matching color as close as practicable. Where finish deterioration affects the majority of a wall area, the whole area will be refinished.	Maintain the exterior surfaces per the manufacturer's specifications.
	Additional painting required due to other repair work that is the Builder's responsibility.	Painting repair required under this Warranty shall be finished to match surrounding areas as closely as practicable.	Refinish repair area as indicated.	
	Deterioration of varnish or lacquer finishes.	Natural finishes on interior woodwork shall not deteriorate during the first year of the Warranty Period. Varnish type finishes used on the exterior will deteriorate rapidly and are not covered by this Warranty.	Retouch affected areas of natural finish interior woodwork, attempting to match the color as closely as practicable.	Maintain these surfaces per the manufacturer's specifications.
	Mildew or fungus on painted surfaces.	Mildew or fungus may form on a painted surface if the structure is subject to abnormal exposures or weather conditions.	None. Mildew or fungus is a condition the Builder cannot control.	Mildew control is Your responsibility. You are responsible for cleaning and maintaining surfaces in order to minimize the presence of mildew and fungus. See Homeowner's Maintenance Manual (available from Centricity) for additional information.
WALL COVERING	Peeling of any wall covering.	Peeling of wall covering shall not occur.	Repair or replace defective wall covering applications	
	Edge mismatching in pattern of wall covering.	Not a construction defect, and should be called to Builders attention prior to closing.	None	
CARPETING	Open carpet seams or stretching occurs.	Wall to wall carpeting, when stretched, shall not come loose from the point of attachment. Carpet seams may show but no separation at seam should occur.	Correct if original installation was at direction of the Builder.	
	Spots on carpet, minor fading.	Exposure to light can cause spots on carpet and/or minor fading.	None	
	Edge mismatching in pattern of wall covering and/or other floor coverings.	Not a construction defect, and should be discussed with the Builder prior to closing.	None	
STUCCO	Cracking occurs in exterior stucco wall surfaces.	Cracks are not unusual in exterior stucco wall surfaces. Cracks greater than 1/8 inch in width shall be repaired.	Surface repair cracks exceeding 1/8 inch in width, one time only, during the first year of the Warranty Period. Builder is not responsible for color variation.	Maintain normal expansion/contraction cracking in stucco to preclude water intrusion.

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
ROOF TILE	Broken roof tile.	Not a construction defect, and should be called to Builder's attention prior to closing.	Improper treatment can cause roof tile to crack. Broken roof tile not reported to the Builder prior to closing is Your responsibility.	
ROOF SHINGLES	Sheathing nails have loosened from framing and raised asphalt shingles.	Nails shall not loosen from roof sheathing to raise asphalt shingles from surface.	Repair all areas as necessary to meet the Performance Standard.	

8. SPECIALTIES

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
LOUVERS AND VENTS	Inadequate ventilation of attics and crawl spaces.	Attic/crawl spaces shall have a ventilation area as required by the approved building code.	Provide for adequate ventilation under code. Builder is not responsible for any alterations to the system.	
FIREPLACES	Fireplace or chimney does not draw properly.	Properly designed and constructed fireplaces and chimneys will function properly. It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney. Some Homes may need to have a window opened slightly to create an effective draft when the Home has been insulated and weatherproofed to meet energy conservation criteria. Any existing manufacturing warranty will exclude coverage from this warranty.	Where there is a fireplace or chimney malfunction, the Builder will determine the cause and correct it, if the problem is one of construction.	
	Chimney separation from structure to which it is attached.	Newly built fireplaces will often incur slight amounts of separation. Separation shall not exceed 3/8 inch from the main structure in an 8-foot vertical measurement.	Determine the cause of separation and correct if standard is not met (one time only). Caulking is acceptable.	
	Firebox paint discolored by fire or heat.	None	None. Heat from fires will alter finish.	
	Cracked firebrick and mortar joints.	None	None. Heat and flames from "roaring" fires will cause cracking.	

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
CABINETS & COUNTERTOPS	Surface cracks, delamination and chips in high pressure laminate on vanity/kitchen cabinet countertop.	Countertops fabricated with high-pressure laminate coverings shall not delaminate.	Replace delaminated coverings to meet specific criteria. Builder will not be responsible for chips and cracks unless noted prior to closing.	Maintain these surfaces according to manufacturer's specifications. Joints in a laminate surface should be caulked to maintain a proper moisture barrier to assure proper performance of the covering. See Homeowner's Maintenance Manual (available from Centricity) for additional information.
	Kitchen cabinet door and/or drawer malfunctions.	Warpage not to exceed 1/4 inch as measured from face frame to furthestmost point of warpage with door or drawer front in closed position.	Correct or replace doors or drawer fronts. Builder is not responsible for color variation.	
	Gaps between cabinets, ceiling or walls.	Acceptable tolerance shall not exceed 1/4 inch in width.	Correct to meet Performance Standard. Caulking is acceptable. Builder is not responsible for color variation.	

9. PLUMBING

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
PLUMBING-WATER SUPPLY SYSTEM	Plumbing pipes freeze and burst.	Drain, waste/vent and water pipes shall be adequately protected, as required by code, during normally anticipated cold weather, and as defined in accordance with ASHRAE design temperatures to prevent freezing.	Correct to meet the code.	Drain or otherwise protect lines and exterior faucets exposed to freezing temperatures.
	Water supply system fails to deliver water.	All connections to municipal water main and private water supply (except equipment, pumps, motors, valves, switches and related items) shall be the Builders responsibility. Private systems shall meet applicable codes at time of construction.	Private systems shall be designed and installed in accordance with approved building, plumbing and health codes. Builder will repair if failure is the result of defective workmanship or materials. Builder has no responsibility for elimination of the sources of supply when the problem is beyond Builder's control. The Builder is not responsible for water quality.	
	Leakage from piping.	No leaks of any kind shall exist in any soil, waste, vent, or water pipe. Condensation does not constitute leakage.	Make repairs to eliminate leakage.	

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
	Stopped up sewers, fixtures and drains.	Sewers, fixtures and drains will operate properly.	Where defective construction is shown to be the cause, Builder will assume the cost of the repair. Builder shall not be responsible for sewers, sewer systems, fixtures and drains, which are clogged through Your negligence.	If a problem occurs, consult Your Builder for a proper course of action. Where Your negligence is shown to be the cause, You shall assume all repair costs.
	Leak in faucet or valve.	Valves or faucets shall not leak due to defects.	Repair or replace leaking faucets or valves when due to defects in workmanship or material. You are responsible for maintenance. Fixtures covered by a manufacturing warranty are not covered by this warranty.	
	Noisy water pipes.	There will be some noise emitting from the water pipe system due to the flow of water.	Eliminate "water hammer" or excessive noise only if due to improper installation. Builder cannot remove all water flow noises and pipe expansion.	
	Septic system fails to operate properly.	Septic system shall be designed and installed to comply with applicable, approved code requirements. Septic system shall function adequately and handle properly designed flow of household effluent specified by the governing health and building department regulations in effect at the time of construction and during all seasons, under normal local climactic conditions. Approval of the governing regulatory authority at the time of construction shall evidence Builder's compliance with this standard.	Repair or correct malfunctioning or non-operating systems, if failure is caused by inadequate design, faulty installation, or other cause relating to actions of the Builder or Builder's contractors, or subcontractors. Builder will not be responsible for system malfunction or damage, which is caused by Your negligence, lack of system maintenance, or other causes attributable to actions of You or Your contractors, not under the control of the Builder. These include, but are not necessarily limited to the addition of fixtures, items of equipment, appliances, pumps, motors, valves or switches, or other sources of waste or water to the plumbing system served by the septic system and damage, or changes, to the septic system installation or surrounding soil conditions that may be critical to the system's functioning.	Properly maintain the system by maintaining proper grades, landscaping, gutters and protecting the area from heavy vehicular traffic, which could cause soil compaction. Septic tanks may need to be pumped during periods of excessive use or extended rainfall. Seek a reliable septic tank contractor for this service. In case of dispute, if Builder has obtained approved permits from the governing health authority, You must provide proof system was installed improperly.
	Cracking or chipping of porcelain or fiberglass.	Chips and cracks on surfaces of bathtubs/sinks can occur when hit by sharp or heavy objects.	Builder will not be responsible for repairs unless damage has been reported to Builder prior to closing and/or listed on the original "walk-through/punch list".	

10. HEATING

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
	Inadequate heating.	Heating system shall be capable of producing an inside temperature of 70 degrees F, as measured in the center of each room at a height of 5 feet above the floor. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.	Correct heating system to provide the required temperatures.	Maintain the heating system and assure that air filters are cleaned/changed per manufacturer's recommendations. Balance the dampers and registers to assure proper air distribution. See Homeowner's Maintenance Manual available from Centricity for additional information.

11. COOLING

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
	Inadequate cooling.	Where air-conditioning is provided, the cooling system shall be capable of maintaining summer design conditions as specified in ASHRAE handbook. In the case of outside temperatures exceeding 95 degrees F, a differential of 15 degrees F is acceptable. Federal, state, or local energy codes shall supersede this standard where such codes have been locally adopted.	Builder shall correct cooling system to meet temperature conditions in accordance with specifications.	The Homeowner(s) will maintain the cooling system and assure that air filters are cleaned/changed per manufacturer's recommendations. Balance the dampers and registers to assure proper air distribution. See Homeowner's Maintenance Manual available from Centricity for additional information.
	Cooling lines leak.	Cooling lines shall not develop leaks during normal operation.	Repair lines leaking refrigerant and re-charge unit, unless damage has been caused by the events or occurrences caused by You.	

12. CONDENSATION LINES

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
	Clogging of condensation lines.	None. Condensation lines will clog eventually under normal use.	Provide unobstructed condensation lines at time of first occupancy.	Maintenance is required. See Homeowner's Maintenance Manual (available from Centricity) for additional information.

13. AIR DISTRIBUTION

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
	Noisy ductwork.	When metal is heated it expands and when it cools it contracts. The result is a cracking sound, which is generally to be expected.	None	
	Ductwork separates or becomes unattached.	Ductwork should remain intact and securely fastened.	Re-attach and re-secure all separated or unattached ductwork.	

14. ELECTRICAL

	POSSIBLE DEFICIENCY	PERFORMANCE STANDARD	BUILDER RESPONSIBILITY	YOUR RESPONSIBILITY
ELECTRICAL CONDUCTORS, FUSES AND CIRCUIT BREAKERS	Failure of wiring to carry its designed load to the electrical box.	Wiring should be capable of carrying the designed load to the electrical box under normal residential use.	Check wiring for conformity with local, state, or approved national electrical code requirements. Builder shall repair wiring not conforming to code specifications.	
	Fuses blow or circuit breakers "kick out" (excluding ground fault interrupters).	Fuses and circuit breakers shall not activate under normal usage.	Check wiring circuits for conformity with local, state, or approved national electrical code requirements. Builder shall correct wiring not conforming to code specifications.	
OUTLETS, SWITCHES AND FIXTURES	Drafts from electrical outlets.	Electrical junction boxes on exterior walls may produce airflow whereby the cold air can be drawn through the outlet into a room. The problem is normal in new Home construction.	None	
	Defective wiring to electrical outlets, switches or fixtures.	Wiring to electrical outlets, switches and fixtures should operate as intended.	Check wiring and connections and repair. Builder is not responsible for defective or malfunctioning pieces of equipment.	
SERVICE AND DISTRIBUTION	Ground fault interrupter trips frequently.	Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.	Install ground fault interrupter in accordance with approved electrical code. Tripping is to be expected and is not covered unless due to faulty installation.	

**CONSTRUCTION PERFORMANCE STANDARDS
FOR FOUNDATIONS AND MAJOR STRUCTURAL COMPONENTS
Texas Only**

The following Construction Performance Standards are added to the warranty for homes located in Texas only and are used by Centricity in determining coverage under the Express Limited Major Structural Defect warranty to which they are attached and identified on the Warranty Confirmation Page.

The following terms when used in these Construction Performance Standards are defined as follows:

Original Construction Elevations – actual elevations of the foundation taken prior to substantial completion of the residential construction project. Such actual elevations shall include elevations of porches and garages if those structures are part of the monolithic foundation. To establish original construction elevations, elevations shall be taken at a rate of approximately one elevation per 100 square feet showing a reference point, subject to obstructions. Each elevation shall describe the floor. If no such actual elevations are taken then the foundation for the habitable areas of the Home are presumed to be level +/- 0.75 inch (three-quarters of an inch) over the length of the foundation. The habitable areas of the Home shall be considered the enclosed area in a home that is suitable for year-round residential use excluding garages, porches and/or decks.

Code – the International Residential Code for One- and Two-Family Dwellings published by the International Code Council, or if the context requires, the National Electrical Code.

(a) Performance Standards for Slab Foundations.

- (1) Slab foundations should not move differentially after they are constructed, such that a tilt or deflection in the slab in excess of the standards defined below arises from post-construction movement. The protocol and standards for evaluating slab foundations shall follow the "Guidelines for the Evaluation and Repair of Residential Foundations" as published by the Texas Section of the American Society of Civil Engineers (2002), hereinafter referred to as the "ASCE Guidelines" with the following modifications:
 - a. Overall deflection from the Original Construction Elevations shall be no greater than the overall length over which the deflection occurs divided by 360 (L/360) and must not have more than one associated symptom of distress, as described in Section 5 of the ASCE Guidelines, that results in actual observable physical damage to the non-load-bearing elements of the Home.
 - b. The slab shall not deflect after construction in a tilting mode in excess of one percent from the Original Construction Elevations resulting in actual observable physical damage to the load-bearing portions of the Home.
- (2) If measurements and associated symptoms of distress show that a slab foundation does not meet the deflection or tilt standards stated in paragraph (1) of this subsection, a third-party inspector's recommendation shall be based on the appropriate remedial measures as described in Section 7 of the ASCE Guidelines together with the terms and conditions of this warranty. To the extent of conflict between the ASCE Guidelines and this warranty, the terms of this warranty shall prevail.

(b) Performance Standards for Major Structural Load-bearing Portions of a Home other than Slab Foundations.

- (1) Floor over pier and beam foundations.
 - a. A floor over pier and beam foundation shall not deflect more than L/360 from its Original Construction Elevations and have that movement create actual observable physical damage to the load-bearing portions of the Home identifiable in Section 5.3 of the ASCE Guidelines.
 - b. If a floor over pier and beam foundation deflects more than L/360 from its Original Construction Elevation and the movement has created actual observable physical damage to the non-load-bearing elements of a Home identifiable in Section 5.3 of the ASCE Guidelines, a third-party inspector's recommendation shall be based on applicable remedial measures as described in Section 7 of the ASCE Guidelines together with the terms and conditions of this warranty. To the extent of conflict between the ASCE Guidelines and this warranty, the terms of this warranty shall prevail.
- (2) Load-bearing portions.
 - a. A load-bearing portion of the Home shall not crack, bow, become distorted or deteriorate, such that it compromises the structural integrity of a Home or the performance of a structural system of the Home resulting in actual observable physical damage to a non-load-bearing element of the Home.
 - b. If a load-bearing portion of a Home cracks, bows, is distorted or deteriorates such that it results in actual observable physical damage to a load-bearing portion of the Home, Centricity shall take such action as necessary to repair, reinforce or replace such load-bearing portion to restore the structural integrity of the Home or the performance of the affected load-bearing portion of the Home.
- (3) Deflected load-bearing portion.
 - a. A load-bearing portion shall not deflect more than the ratios allowed by the Code.
 - b. If a load-bearing portion of the Home is deflected more than the ratios allowed by the Code, Centricity shall take such action as necessary to repair, reinforce or replace such load-bearing portion to restore the structural integrity of the Home or the performance of the affected load-bearing portion of the Home.
- (4) Damaged load-bearing portion.

- a. A load-bearing portion of the Home shall not be so damaged that it compromises the structural integrity or performance of the affected load-bearing portion of the Home.
 - b. If a load-bearing portion of the Home is so damaged that it compromises the structural integrity or performance of a load-bearing portion of the Home, Centricity shall take such action as necessary to repair, reinforce or replace such load-bearing portion to restore the structural integrity of the Home or the performance of the affected load-bearing portion.
- (5) Separated load-bearing portion.
 - a. A load-bearing portion shall not separate from a supporting member more than 3/4 of an inch or such that it compromises the structural integrity or performance of the load-bearing portion.
 - b. If a load-bearing portion is separated from a supporting member more than 3/4 of an inch or separated such that it compromises the structural integrity or performance of a load-bearing portion of the Home, Centricity shall take such action as necessary to repair, reinforce or replace such structural component to re-establish the connection between the load-bearing portion and the supporting member, to restore the structural integrity of the Home and the performance of the affected load-bearing portion.
- (6) Non-performing load-bearing portion.
 - a. A load-bearing portion of the Home shall function as required by the Code.
 - b. If a load-bearing portion of the Home does not function as required by the Code, Centricity shall take such action as necessary to bring the variance within the standard stated in subparagraph (A) of this paragraph.

CENTRICITY (formerly known as)
BONDED BUILDERS WARRANTY GROUP ("herein Centricity")
P.O. Box 33025 St. Petersburg, FL 33733 Phone: 800-345-6282

WARRANTY AMENDMENT

The warranty to which this Amendment is attached is modified as follows:

This Express Limited Warranty is designed to meet the criteria for acceptability of insured 10 year Protection Plans as set by the Department of Housing and Urban Development (HUD) published in the Federal Register Volume 55 No. 194. and the Department of Veterans Affairs (VA).

If the Home has a FHA, VA or Rural Development financed mortgage:

1. Workmanship, Materials and Systems Warranty - Section G Alternative Dispute Resolution:
 - a. The requirement to submit a Dispute to the Claim Review Group is deleted. After unsuccessful Conciliation You may seek judicial remedies or submit the Dispute to arbitration according to the Arbitration Provision of this warranty. If the Dispute is submitted to arbitration, the arbitration will be binding and judicial remedies are waived.
2. Express Limited Major Structural Defect Warranty - Section F Alternative Dispute Resolution:
 - a. The requirement to submit a Dispute to Mediation is deleted. If You do not agree with the claim determination after Centricity's inspection of the alleged defects, You may seek judicial remedies or submit the Dispute to arbitration according to the Arbitration Provision of this warranty. If the Dispute is submitted to arbitration, the arbitration will be binding and judicial remedies are waived.
3. General Provisions
 - a. Section A Definitions is modified by addition of the following:
 - i. Actual Physical Damage – a visually observable, adverse condition evidenced by distortion, denting, bowing, buckling, protrusion, cracking, or crushing in a portion of the Home.
 - b. Section C Arbitration Provision is modified by addition of the following:
 - i. You may seek judicial remedies before submitting the Dispute to arbitration if the applicable Alternative Dispute Resolution process in the warranty is unsuccessful. However, if the Dispute is submitted to arbitration, the arbitration will be binding and judicial remedies are waived.
 - c. Section D General Conditions, paragraph 14 is modified as follows:
 - i. In the event of FHA, VA or Rural Development financing this warranty cannot be canceled.
4. In the case of cash payments under the warranty, Builder and Centricity are required to make such payments to You and Your mortgagee. You must provide the name and address of Your mortgagee, the FHA, VA or Rural Development case number and the loan number when You file a claim.

All other terms and conditions of the Warranty Document remain unchanged.

CLAWSON RIDGE CONDOMINIUMS
CONDOMINIUM INFORMATION STATEMENT

ATTACHMENT 5
**UNIT NUMBERS, COMMON INTEREST ALLOCATIONS, AND
ESTIMATED REGULAR ASSESSMENTS**

<u>Units</u>	<u>Unit Type</u>	<u>Common Interest Allocation</u>	<u>Common Expense Liability Allocation</u>	<u>Estimated Monthly Regular Assessments</u>
110	C	1.2875%	1.2875%	\$150
111	C	1.2875%	1.2875%	\$150
112	C	1.2875%	1.2875%	\$150
113	C	1.2875%	1.2875%	\$150
114	C	1.2875%	1.2875%	\$150
115	A	3.1079%	3.1079%	\$265
120	C	1.2875%	1.2875%	\$150
121	B	1.9359%	1.9359%	\$195
122	B	1.9359%	1.9359%	\$195
123	B	1.9359%	1.9359%	\$195
124	B	1.9359%	1.9359%	\$195
200	A	3.1079%	3.1079%	\$265
201	A	3.1079%	3.1079%	\$265
202	A	3.1079%	3.1079%	\$265
203	A	3.1079%	3.1079%	\$265
300	A	3.1079%	3.1079%	\$265
301	A	3.1079%	3.1079%	\$265
302	A	3.1079%	3.1079%	\$265
400	A	3.1079%	3.1079%	\$265
401	A	3.1079%	3.1079%	\$265
402	A	3.1079%	3.1079%	\$265
403	A	3.1079%	3.1079%	\$265
404	A	3.1079%	3.1079%	\$265
405	A	3.1079%	3.1079%	\$265
406	A	3.1079%	3.1079%	\$265
500	A	3.1079%	3.1079%	\$265
501	A	3.1079%	3.1079%	\$265
502	A	3.1079%	3.1079%	\$265
503	A	3.1079%	3.1079%	\$265
504	A	3.1079%	3.1079%	\$265
505	A	3.1079%	3.1079%	\$265
506	A	3.1079%	3.1079%	\$265
507	B	1.9359%	1.9359%	\$195
508	B	1.9359%	1.9359%	\$195
600	A	3.1079%	3.1079%	\$265
601	A	3.1079%	3.1079%	\$265
602	A	3.1079%	3.1079%	\$265
603	A	3.1079%	3.1079%	\$265
604	A	3.1079%	3.1079%	\$265