



**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME
FOR
LAKELINE OFFICE PARK CONDOMINIUM**

WHEREAS, Lakeline Office Park Condominium, located in the City of Cedar Park, Williamson County, Texas, is subject to and more fully described in the Declaration of Condominium Regime for Lakeline Office Park Condominium, recorded as Document No. 2007102558 Official Public Records of Williamson County, Texas (the "**Declaration**"); and

WHEREAS, Section 82.967 (a) of the Texas Uniform Condominium Act and Article Ten of the Declaration allow for the amendments to the Declaration to modify the hazard or the fidelity insurance requirements and the provisions pertaining to the repair or restoration of the Regime after a casualty, by a vote of at least 67% in interest of Owners; and

WHEREAS, amendments to Article Seven and Article Eight, Sections 8.1 and 8.2 stated below were submitted to the Owners by written ballot stating the exact wording or substance of the amendment, and by a vote of at least 67% in interest of Owners, the proposed amendment was approved.

NOW THEREFORE, it is hereby declared that Article Seven and Article Eight, Section 8.1 and 8.2 are restated and amended as follows:

**ARTICLE SEVEN
INSURANCE CASUALTY AND REBUILDING**

7.1 Insurance. The Association shall obtain insurance for all portions of the Condominium Regime as required by Section 82.111 of TUCA, including the Units, up to the original standard completion of each Unit including wall coverings, floor coverings, fixtures, built-ins and appliances that were included in the original standard completion. The Board may also obtain such other insurance in such reasonable amounts as the Board may deem desirable, including without limitation so called "Umbrella Policies", and such insurance as may from time to time be available to protect officers, directors and employees of the Association as contemplated or permitted by the Association's Bylaws. The premiums for all insurance acquired on behalf of the Association or the Owners pursuant to the provisions hereof shall be paid out of the Common Expense Fund. Initially, the Association shall obtain coverage for all common element improvements (other than Units) equal to 100% of their insurable replacement cost. Initially, the Association shall obtain liability insurance in the following amounts:

- (a) Bodily Injury and Property Damage Liability--\$1,000,000.00 combined single limit per occurrence.
- (b) Personal Injury Liability & Advertising Injury Liability.
- (c) Medical Payment--\$5,000.00 per person.

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- (d) Non-owned Auto--\$1,000,000.00 single limit.
- (e) Directors and Officers Liability. \$1,000,000.00 with a \$1,000.00 deductible per occurrence.

This policy shall contain an aggregate limit of liability of \$2,000,000.00 bodily injury and property damage combined, covering the common property. The Board of Directors of the Association has the option to purchase and maintain additional insurance coverage, including that which is commonly provided by an "Umbrella Policy".

The Association is not providing liability coverage for accidents or occurrences that occur within that portion of the Unit or its appurtenances which are reserved for an Owner's exclusive use and occupancy. This includes both the Units and the limited use easement terraces and enclosed courtyards.

The Board may, but shall not be required to obtain, fidelity bonds indemnifying the Association, the Board and the Owners from loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association in such an amount as the Board may deem desirable.

All insurance provided for in this Section or in §82.111 of TUCA shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Texas. If, but only if, the same is available at a reasonable cost, the Association shall obtain such policy or policies from an insurance company that has a current Best rating of A- or better. If an insurance policy or policies specifically designed to meet the insurance needs of Condominium Regimes become available in Texas through action by appropriate governmental agencies or otherwise, the Board shall be authorized to obtain such a policy if the coverage provided by such policy is at least equal to the coverage provided by those policies specified below.

7.2 Individual Insurance. Each Owner shall be solely responsible for and shall obtain insurance on all improvements to the Unit, the contents, furnishings, wall and floor coverings and appliances which exceed the original standard completion, and are not included in the insurance coverage obtained by the Association pursuant to Section 7.1 of the Declaration.

Each Owner shall also maintain under his or her condominium Owner policy or otherwise personal and general liability insurance against claims for personal injury or death or property damage suffered by the public or any other Owner or Member, family members, agents, employees or invitees of any other Owner or Member, or any agent (including Declarant's Agent), employee, officer, director or contractor of the Association or the Declarant, occurring in, on or about said Owner's Unit or the Limited Common Elements appurtenant to such Owner's Unit, which insurance shall afford protection to such limits as the Board shall deem desirable, but not less than one hundred thousand dollars (\$100,000.00) per incident and two hundred and fifty thousand dollars (\$250,000.00) aggregate policy limits. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Association

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for the benefit of all of the Owners as above provided. Owners may carry individual policies of liability insurance insuring against the liability of such Owners, at their own cost and expense.

7.3 Waiver of Subrogation. All insurance policies provided for in this Article Seven shall contain provisions requiring the insurer to waive its subrogation rights as against all Owners and the family members of said Owners, Declarant, Declarant's Agents, the Association, and the Officers and Directors of the Association with respect to, but only to, the extent of any losses covered by such insurance.

ARTICLE EIGHT FIRE OR CASUALTY; REBUILDING

8.1 Determination of Loss. In the event of a fire or other casualty causing damage or destruction to any Common Element, the determination of loss, and decisions addressing the rebuilding and repair of the Common Element shall be handled as provided in Section 82.111 of TUCA.

8.2 Repair of Units. Each Owner shall be responsible for the repair of his or her Units and the repair and replacement of all furnishings, wall and floor coverings, office systems, computers and equipment, appliances and other personal property, including the appurtenant Limited Common Elements for which the Owner has the maintenance responsibility, and which are not covered by the insurance policy maintained by the Association pursuant to Section 7.1 of the Declaration.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the First Amendment to Declaration of Condominium Regime for Lakeline Office Park Condominium approved by a by a vote of at least 67% in interest of all Owners.

Lakeline Office Park Condominium Association, Inc.

By: _____

Harry Gibbs, Association Secretary

STATE OF TEXAS

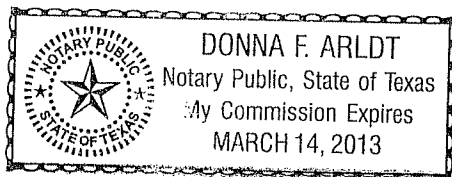
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COUNTY OF WILLIAMSON

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Before me, the undersigned authority, on this 22nd day of February, 2013, personally appeared Harry Gibbs, Secretary of the Lakeline Office Park Condominium Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of such association, and in the capacity so stated.



Notary Public in and for the State of Texas

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After recording return to:
Glenn K. Weichert
The Weichert Law Firm
3821 Juniper Trace, Suite 106
Austin, Texas 78738

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2013020490

Nancy E. Rister

03/07/2013 09:58 AM

CPHELPS \$28.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

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LAKELINE POA
ATTN: HARRY GIBBS
209 SOUTH CHURCH
GEORGETOWN TX 78626

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STATE OF TEXAS
COUNTY OF WILLIAMSON
I, NANCY E. RISTER, COUNTY CLERK, DO
HEREBY CERTIFY THAT THIS IS A TRUE AND
CORRECT COPY AS SAME APPEARS OF RECORD
IN MY CUSTODY.

Witness my hand and seal of office on 3/7/13



NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

By Connie Phelps Deputy