

CC&Rs
Westland Office Park Association

Order: 2MFLMJ8HN
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Order Date: 09-25-2025
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CONDOMINIUM DECLARATION
OF
WESTLAND OFFICE PARK

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NOTICE

CERTAIN PROVISIONS OF THIS INSTRUMENT ARE SUBJECT
TO ARBITRATION UNDER THE TEXAS GENERAL ARBITRATION ACT,
ARTICLES 224 THROUGH 238-b, TEXAS REVISED CIVIL STATUTES
ANNOTATED, AS AMENDED

CONDOMINIUM RECORDS
TRAVIS COUNTY TEXAS

8295 863

DECLARATION OF
WESTLAND OFFICE PARK

STATE OF TEXAS
COUNTY OF TRAVIS

3 40 8204

THIS DECLARATION made this 14th day of October, 1983, by Luce Musgrave Senter Properties, Inc., a Texas corporation (hereafter called "Developer"), pursuant to and in accordance with the provisions of the Texas Condominium Act (hereafter called the "Act"),

WITNESSETH:

WHEREAS, Developer is the owner of certain real property in Travis County, Texas, consisting of approximately 7.06 acres of land (hereafter called the "Land"), and more particularly described by metes and bounds in Exhibit A, attached hereto and made a part hereof for all purposes, together with two office buildings (hereafter called the "Existing Buildings"), containing office units and certain other improvements located thereon; and,

WHEREAS, it is the desire and intention of Developer, by recording this Declaration under the provisions of the Act to establish an office condominium project (hereafter called the "Project") to be known as Westland Office Park, and to impose upon the Project mutually beneficial restrictions under a general plan for the benefit of all the condominium units contained therein and the owners thereof;

NOW, THEREFORE, Developer, acting herein by and through its duly authorized and undersigned officer, files this Declaration to establish the Project as an office condominium project under the provisions of the Act and does hereby declare that the Project shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, improved and in any other manner utilized, subject to the provisions of the Act and to the covenants, conditions, restrictions, reservations, uses, limitations and affirmative obligations set forth herein, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominium units, and all of which shall run with the land and shall be binding on all parties (including Owners, as hereafter defined) having or acquiring any right, title or interest in the Project or any part thereof, and shall be for the benefit of and be binding upon each successor in interest of the Owners thereof.

ARTICLE I

DEFINITIONS

The following words and phrases, when used in this Declaration, shall have the following meanings, unless the context clearly indicates a different meaning therefor:

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1.01. Act. "Act" shall mean the Texas Condominium Act, Article 1301a, Revised Civil Statutes of Texas, as the same may from time to time be lawfully amended.

1.02. Association. "Association" shall mean the Westland Office Park Association, a non-profit corporation to be organized pursuant to the Texas Non-Profit Corporation Act, of which all Owners shall be members and through which the Owners shall act as a council of co-owners (as defined in the Act), which association shall administer the operation and management of the Project as an office condominium project.

1.03. Board of Directors or Board. "Board of Directors" or "Board" shall mean the governing body of the Association, elected pursuant to the By-laws of the Association.

1.04. By-laws. "By-laws" shall mean the By-laws set out in Exhibit E, attached hereto and made a part hereof for all purposes, which shall govern the administration of the Project in accordance with the provisions and requirements of the Act, and such By-laws as from time to time amended.

1.05. Common Elements. "Common Elements" shall mean both the General Common Elements and the Limited Common Elements.

1.06. General Common Elements. "General Common Elements" shall mean and include the following:

- (a) the Project Land;
- (b) the foundations, bearing walls and columns, perimeter walls and roofs;
- (c) the compartments or installations of central services such as central air-conditioning and heating, power, light, electricity, telephone, gas, hot and cold water, plumbing, water pumps, septic tanks, and all similar devices and installations existing for common use;
- (d) the premises and facilities, if any, used to the maintenance or repair of the Project;
- (e) all common facilities such as any unassigned parking spaces, the grounds, yards and walkways, and all streets and thoroughfares on the Project Land; and,
- (f) all other elements desirable or rationally of common use or necessary to the existence, upkeep and safety of the Project.

1.07. Limited Common Elements. "Limited Common Elements" shall mean and include those items which would otherwise be considered General Common Elements which are reserved by the Developer for the use of Owners of specific Units to the exclusion of other Owners, such as entry halls, stairways, patios and assigned parking spaces. The Limited Common

Elements shall either be designated by Developer on the plat, as the same may be amended from time to time in accordance with the terms hereof, or in each condominium deed with a Unit number corresponding to the Unit number as set forth in such deed and such Limited Common Elements shall be appurtenant to each such Unit.

1.08. Declaration. "Declaration" shall mean this instrument and the By-laws and all exhibits attached hereto by which the Project Property is submitted to the provisions of the Act, and such Declaration as from time to time lawfully amended.

1.09. Condominium. "Condominium" shall mean the entire estate in the real property owned by any Owner, consisting of an undivided interest in the General Common Elements and Limited Common Elements allocated to his Unit, and ownership of a separate interest in a Unit.

1.10. Developer. "Developer" shall mean Luce Musgrave Senter Properties, Inc., its successors and any assignee, other than an Owner, who shall receive by assignment from said Luce Musgrave Senter Properties, Inc., all, or a portion, of its rights hereunder as such Developer, by an instrument expressly assigning such rights as Developer to such assignee.

1.11. Managing Agent or Manager. "Managing Agent" or "Manager" shall mean the person or firm designated by Developer or the Board of Directors as hereafter provided to manage the affairs of the Project.

1.12. Mortgage. "Mortgage" shall mean a deed of trust lien or other security instrument on one or more Condominiums.

1.13. Mortgagee. "Mortgagee" shall mean a beneficiary under or holder of a Mortgage given as security for the repayment of a loan or debt.

1.14. Owner. "Owner" shall mean every person or entity, whether a natural person, corporation, partnership, trustee or other legal entity capable of holding title to real estate, who is a record owner of a fee or undivided fee interest in any Condominium, including contract sellers, and who are thereby members of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

1.15. Member. "Member" shall mean every person or entity, whether a natural person, corporation, partnership, trustee or other legal entity who is, by virtue of ownership of a Condominium, a member of the Association.

1.16. Property. "Property" shall mean the land itself, excluding the improvements thereon, legally described on Exhibit A attached hereto.

1.17. Project. "Project" shall mean the Property and all structures and improvements now or hereafter erected thereon.

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1.18. Plan. "Plan" shall mean the Plan of the Project attached hereto as Exhibit B and which is made a part hereof for all purposes.

1.19. Unit. "Unit" shall mean an enclosed space consisting of one (1) or more rooms occupying all or part of a floor in a building of one (1) or more floors or stories regardless of whether it is designated as office space or for other type of independent use, provided it has a direct exit to a thoroughfare or to a common space leading to a thoroughfare. Each Unit shall be the element of a Condominium which is not owned in common with the Owners of other Condominiums in the Project. Each Unit is or shall be identified in a diagrammatic floor plan of each building as shown on the Plan or as the Plan may be amended from time to time in accordance with the terms hereof, and shall consist of a fee simple interest bounded by the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors thereof. A Unit includes both the portions of the building so described and the air space so encompassed. Heating and air-conditioning equipment serving a Unit exclusively shall be part of such Unit.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

2.01. Description and Ownership of Project and Units. The Project covered by this Declaration is called Westland Office Park. The Project consists of two office buildings, containing one (1) Unit each, and designated on the Plan as Unit 1, Building L, and Unit 1, Building M, and such additional Units in eleven (11) additional buildings to be erected as depicted on the Plan (as such additional Units in such additional buildings may be hereafter altered in accordance with Section 2.04 hereof), and the Common Elements. Each Owner shall be entitled to exclusive ownership and possession of his Unit. The percentage undivided interest of each Owner in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the document of conveyance or other instrument.

2.02. Parking Spaces. Developer reserves the right to grant an exclusive easement for the use of one or more parking spaces, as designated on the Plan or any amendment thereto hereafter made in accordance with the terms hereof. Such easement shall not entitle the Owner to construct any garage, carport or other structure upon the parking space or spaces. The Board shall have the right to grant an Owner the exclusive use of any unassigned parking space.

2.03. Ownership of Common Elements. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all other Owners of the Project, and, except as otherwise limited in this Declaration, shall have the right to use the General Common Elements for all purposes incident to the use and occupancy of his Unit as an office condominium, and such other incidental uses permitted by this Declaration,

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without hindering or encroaching upon the lawful rights of the other Owners, which right shall be appurtenant to and run with the Unit. The extent or amount of such ownership shall be expressed by a percentage relating to each Unit and, except as otherwise provided in this Declaration, shall remain constant, unless changed by the unanimous approval of all Owners. The percentage ownership in the Common Elements relating to each Unit is as set forth on Exhibit C, attached hereto and made a part hereof for all purposes, and as it may be amended from time to time in accordance with this Declaration.

2.04. Alteration of Units. The interior design, percentages of undivided interests in the Common Elements allocated to, and the dimensions of any Units owned by Developer, and the creation of additional Units by subdividing any Unit owned by Developer, may be accomplished by an amendment to this Declaration at a meeting of the Unit Owners at which the amendment is approved by the holders of at least sixty-seven percent (67%) of the ownership interests in the Project; provided, however, that such amendment shall not alter or destroy a Unit or a Limited Common Element without the consent of the Owners affected and the owners of first lien mortgages on such Units, nor shall such amendment affect the percentages of ownership allocated to any other Units in the Project which are not owned by Developer. In the event of any such change, the total percentage ownership in the General Common Elements shall always equal one hundred percent (100%).

2.05. Easements.

(a) Easements are reserved through the Project as may be required for utility services of whatever nature or description, including by way of illustration, but not in limitation thereof, those relating to telephone, electricity, gas, hot and cold water, cable television, heating, refrigeration, air-conditioning, ventilating, garbage and sewage disposal, in order to adequately serve the Project. In addition, the Board, on behalf of the Association, shall have the right to grant permits, licenses and easements under, through or over the Common Elements, for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Project; provided, however, that easements of such nature through a Unit shall only be such as are shown in the plans for the building in which such a Unit is located, unless approved in writing by the Owner of the servient Unit.

(b) In the event there are appurtenant to the Units air-conditioning compressors which are located in the General Common Elements appurtenant to such Units, an easement is hereby reserved in favor of each such Unit Owner for the purpose of placement, maintenance, repair and replacement of the said air-conditioning compressors by Developer and the respective Owners; provided that no air-conditioning compressor shall be placed in any part of the General Common Elements other than the present location unless the written approval of the Board shall have been first obtained.

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(c) Until Developer has completed all construction work and has sold and conveyed all Units, the Developer and its workmen, agents, servants or employees shall have the free and unobstructed use of and access to all of the Project Property as may be required for the completion of construction and to facilitate the sale of unsold Units.

2.06. Encroachments. The existing physical boundaries of a Unit, or of a Unit constructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than any metes and bounds description expressed on the Plan or in an instrument conveying, granting or transferring a Unit, regardless of settling or lateral movement and regardless of minor variances between boundaries shown on the Plan or reflected in the instrument of grant, assignment or conveyance and those existing from time to time. In the event any portion of the Common Elements encroaches upon any Unit or any Unit encroaches upon the Common Elements or another Unit, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Project, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

2.07. Sale of Common Elements. No Owner shall be entitled to sell, lease or otherwise convey his interest in any of the Common Elements, or in any element of the component interests which comprise his Condominium, except in conjunction with a conveyance of his Condominium, and any purported or attempted transaction in violation of this provision shall be void.

ARTICLE III

ORGANIZATION AND MANAGEMENT

3.01. Management by Association. The Project shall be organized and operated as a condominium office development. The Owners shall operate the Project as provided herein through the Association. The Association shall have the rights, powers and duties of a "Council of C0-Owners" as that term is defined in the Act, and shall be the governing and administrative body for all Unit Owners for the protection, preservation, upkeep, maintenance, repair, operation and replacement of the Common Elements. Each Unit Owner shall automatically be a member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time membership in the Association shall automatically cease. Upon transfer of ownership of any Unit, the new Owner acquiring or succeeding to such ownership interest shall likewise automatically succeed to such membership in the Association.

3.02. Representation for Voting. The aggregate number of votes for all members of the Association shall be one hundred (100), which shall be proportionately divided among the Owners in accordance and in direct proportion to their respective percentage of ownership interest in the Common Elements so that the Owner may exercise the voting rights allocated to each Unit owned by him. In the event a Unit is owned by a corporation,

trust or other legal entity, the authorized corporate officer, trustee or representative of such other legal entity shall exercise the voting rights for such corporation, trust or other legal entity. The Developer or its legal representative may exercise all the votes allocated to the unsold Units owned by Developer.

3.03. Board of Directors. The affairs of the Association shall be managed by a Board of Directors. At or as soon as convenient after the organizational meeting of the Association, the Association shall elect the first Board of Directors, to replace the Board of Directors named in the Articles of Incorporation of the Association, which shall consist of not less than three (3) members, all of whom shall serve without pay or compensation for such terms as specified in the By-laws of the Association. Such members may, however, be paid for specific services rendered. The Board of Directors shall have such rights as specified in this Declaration, or in the By-laws, as may be delegated to it from time to time by the Association.

3.04. By-laws. The government and administration of the Project hereby established shall be in accordance with the By-laws which have been initially adopted by Developer as sole owner of the Project, and which are appended hereto and identified as such. These By-laws may be amended by the Developer as hereinafter provided and from time to time by the Association in accordance with the provisions hereof.

3.05. Administration by Developer. Until such time as Developer has sold and conveyed sixty-seven percent (67%) of the total number of Units existing or to be constructed upon the Property or the expiration of sixty (60) months from the date this Declaration is filed for record, whichever occurs first, the Developer shall have the right to act as the sole Administrator for the government and administration of the Project, and during such period it shall have the right to exclusively represent and act as the constituted Association and Board of Directors, and shall have the right to exclusively exercise and perform all of the rights, powers, authority, functions and duties herein or in said Act or By-laws given to the Association or to the Board.

Developer acknowledges and represents that First Texas Savings Association is the owner and holder of a mortgage and lien, as the same appears of record, upon and against the property constituting and described as the Project in this Declaration, being all of the land and improvements thereon (except for Unit 1, Building L, and Unit 1, Building M...) and it is stipulated and agreed that in the event of any foreclosure of such mortgage or lien or any renewal, extension or reorganization thereof as to any portion of the Project except an individual Unit or Units, or of any mortgage lien hereafter created upon the Project, prior to the time Developer has sold and conveyed sixty-seven percent (67%) of the total number of Units existing or to be constructed upon the Property or the expiration of sixty (60) months from the date this Declaration is filed for record, whichever occurs first, then and in such event the purchaser at any such foreclosure sale shall succeed Developer as sole Administrator and shall have and possess all the rights, privileges, powers and authority hereinabove reserved or granted to Developer to act as the sole Administrator for the government and administration of the Project for the remainder of the

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period of time during which Developer would have been entitled to act as such sole Administrator but for such foreclosure sale. It is expressly understood and agreed that such purchaser at any foreclosure sale shall act as such sole Administrator and shall possess the rights, privileges, powers and authority to act as such only until the time that the number of Units previously sold and conveyed by Developer plus the number of Units sold and conveyed by such purchaser at such foreclosure sale shall equal sixty-seven percent (67%) of the total number of Units existing or to be constructed or until the expiration of sixty (60) months from the date this Declaration is filed for record, whichever occurs first.

3.06. Temporary Managing Agent. During the period of administration of the Project by Developer, as above provided, the Developer may employ or designate a Temporary Managing Agent or Temporary Manager, who shall have and possess all of the rights, powers, authority, functions and duties as may be specified in the contract of employment or as may be delegated by Developer to him. The Developer may pay such Temporary Manager or Temporary Managing Agent such compensation as it may deem reasonable for the services to be rendered, which compensation shall constitute a part of the common expenses of the Project and shall be paid out of the "Maintenance Fund" hereafter provided for.

ARTICLE IV

ASSESSMENTS - MAINTENANCE FUND

4.01. Estimated Cash Requirements; Assessments.

(a) Within thirty (30) days prior to the beginning of each calendar year the Board shall estimate the net charges to be paid during such year (including a reasonable provision for contingencies and replacements and less any expected income and any surplus from the prior year's fund). Such "estimated cash requirement" shall be assessed to the Owners according to the percentage interest of each in the Common Elements. If the said estimated sum proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners in like proportions, unless otherwise provided herein. Each Owner shall be obligated to pay assessments made pursuant to this paragraph to the Association in equal monthly installments on or before the first (1st) day of each month during such year, or in such other reasonable manner as the Board shall designate.

(b) The rights, duties and functions of the Board set forth in this Article IV may, at the election of Developer, be exercised by Developer for the period commencing on the date of recording of this Declaration and ending at such time as Developer has completed the sale of sixty-seven percent (67%) of the total

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number of Units existing or to be constructed on the Property or at the expiration of sixty (60) months from the date this Declaration is filed for record, whichever occurs first.

(c) All funds collected hereunder shall be expended for the purposes designated herein.

4.02. Omission of Assessments. The omission by the Board, before the expiration of any year, to fix the assessments hereunder for that or the next year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessment or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

4.03. Detailed Records. The Board shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by any Owner at convenient hours of week days.

4.04. Commencement of Payment of Assessments; Taxes. Each Owner shall pay periodic assessments as above specified commencing with the close of the purchase of the Condominium owned by the Owner. In addition, each Owner shall pay, within ten (10) days after notice by Developer or the Board as to the amount due, which notice shall be given at least fifteen (15) days prior to delinquency of the taxes, an amount equal to the portion of real property taxes and utility bills attributable to his Condominium which are assessed or charged against the Project rather than against his Condominium.

4.05. Maintenance Fund. The monthly assessments collected by the Association shall constitute the maintenance fund for the Project. The Board may at any time ratably increase or decrease the amounts of monthly assessments to such level as shall be reasonably necessary in the judgment of the Board to cover obligations of the Board under this Declaration, including provisions of reasonable reserves for replacements. The Board is obligated to maintain assessments at a level sufficient to enable payment of all costs of operation of the Project.

4.06. No Exemption from Liability. No Owner may exempt himself from liability for his assessment by any waiver of the use and enjoyment of the Common Elements, or by the abandonment of his Condominium, but an Owner will not be liable for assessments accruing after consummation of a transfer of his Condominium accomplished in accordance herewith, or after he has executed and delivered to the Board a recordable instrument conveying to the Board his interest in his Condominium free and clear of all liens and encumbrances other than a first mortgage held by a bank, savings and loan association, insurance company or similar institutional lender and/or a mortgage held by Developer and/or the lien for unpaid assessments.

4.07. Default in Payment of Assessments. There is hereby created a present Deed of Trust lien upon each Condominium to secure the payment of

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all assessments, whether regular or special, levied by the Board pursuant to the terms hereof. In connection therewith, and for the purpose of securing the payment of the aforesaid assessments, Developer hereby grants, sells and conveys to Mike Senter, as Trustee, the Condominiums, in trust, upon the terms and conditions herein set forth, and for such purposes this Section 4.07 shall constitute a Deed of Trust under the laws of the State of Texas. At the option of the Association, with or without any reason, a successor or substitute Trustee may be appointed by the Association without any formality other than the designation in writing of a successor or substitute Trustee, who shall thereupon become vested with and succeed to all the powers and duties given to the Trustee named herein; and such right to appoint a successor or substitute Trustee shall exist as often and whenever the Association desires. Each assessment shall be a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed. Any delinquent assessment shall, after thirty (30) days' delinquency, bear interest from the original due date at the highest lawful rate. In the event of a default or defaults in payment of any assessment or assessments, and in addition to any other remedies herein or by law provided, the Board may enforce each such obligation as follows:

(a) By suit or suits at law to enforce each such assessment obligation. Each such action must be authorized by a majority of the Board, and any such suit may be instituted on behalf of the Association by any one (1) member of the Board or by the Manager, if the latter is so authorized in writing. Each such action shall be brought in the name of the Board and the Board shall be deemed to be acting on behalf of all the Owners. Any judgment rendered in any such action shall include, where permissible under any law, a sum for reasonable attorneys' fees in such amount as the court may adjudge against such defaulting Owner. Upon full satisfaction of any such judgment, it shall be the duty of the President of the Association, acting in the name of the Association, to execute and deliver to the judgment debtor an appropriate satisfaction thereof.

(b) At any time within ninety (90) days after the occurrence of any such default, the Board may give a notice to the defaulting Owner, which notice shall state the date of the delinquency and the amount of the delinquency, and make a demand for payment thereof. If such delinquency is not paid within ten (10) days after delivery of such notice, the Board may elect to record a notice of assessment against the Condominium of such delinquent Owner. Such notice of assessment shall state (1) the name of the record Owner, (2) a description of the Condominium against which the assessment is made, (3) the amount claimed to be due and owing, (4) that the notice of assessment is made by the Board pursuant to the terms of this Declaration (giving the date of execution and the date, book and page references of the recording hereof in the office of the County Clerk of Travis County, Texas), and (5) that a lien is claimed against the described Condominium in an amount equal to the amount of the stated delinquency. Any such notice of assessment shall be signed and acknowledged by any member of the Board. Upon recordation of a duly executed original or duly

executed copy of such notice of assessment by the Clerk of Travis County, the Deed of Trust lien herein created shall immediately become subject to foreclosure, subject only to the limitations hereinafter set forth. Each default shall constitute a separate basis for a notice of assessment or a lien. If any Owner shall continue to default in the payment of any assessment payable hereunder for a period of ten (10) days after the delivery and recordation of any said notice of assessment, the Association, as Trustee acting through any authorized officer or by any agent or attorney-in-fact properly authorized by any such officer, may, when authorized to do so by a majority of the Board, sell the Condominium owned by the delinquent Owner at public auction to the highest bidder for cash pursuant to the provisions of Article 3810 of the Revised Civil Statutes of Texas as currently in force or in accordance with the prescribed manner for foreclosure of Deed of Trust liens provided by any subsequent amendment to such Article 3810 or any other statute or article enacted in substitution therefor. In lieu of the foregoing, the Board may enforce any such lien as a mortgage lien in accordance with the provisions of the laws of the State of Texas, now or hereafter in effect, which provisions (including matters incorporated therein by reference) are hereby incorporated herein by reference. In the event such foreclosure is by action in court, reasonable attorneys' fees shall be allowed to the extent permitted by law. In the event the foreclosure is as in the case of a deed of trust under power of sale, the Board, or any person designated by it in writing, shall be deemed to be acting as the agent of the lienor and shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the sale is conducted. The deed upon foreclosure shall be executed and acknowledged by any member of the Board or by the person conducting the sale.

(c) For the purposes of this Section 4.07, a deed upon foreclosure executed and acknowledged by any member of the Board shall be conclusive upon the Board and the Owners in favor of any and all persons who rely thereon in good faith as to the matters therein contained. In the event any notices of assessment have been recorded as herein provided, and thereafter the Board shall receive payment in full of the amount claimed to be due and owing, then upon demand of the Owner or his successor, and payment of a reasonable fee, not to exceed One Hundred Dollars (\$100.00), to reimburse the Association for costs and expenses incurred in connection therewith, the Board, acting by any member, shall execute and acknowledge (in the manner above provided) a release of such notice, stating the date of the original notice of assessment, the amount claimed, the date, book and page wherein the notice of assessment was recorded, and the fact that the assessment has been fully satisfied.

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4.08. Payment of Assessments Upon Sale or Conveyance of a Condominium. Upon the sale or conveyance of a Condominium, all unpaid assessments against an Owner levied by the Board pursuant to the terms hereof shall first be paid out of the sale price paid by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

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

(b) Amounts due under mortgage instruments duly recorded.

4.09. Capital Assessments. Should the Board determine the need for a capital improvement or other such addition to the Project or to establish a reserve for the repair or replacement of any capital improvement to the Project, then the vote or written consent of Members representing at least sixty-seven percent (67%) of the voting power of the Association shall be required to approve and render effective a capital assessment levied by the Board to cover such expenditure. Such capital assessment shall be a charge against each Owner and his Condominium, representing a portion of the costs to the Association for installation, construction, repair or replacement of any capital improvement on the Project which the Association may from time to time authorize. Such charge shall be assessed to the Owners according to the percentage interest of each in the Common Elements. Upon collection, such capital assessment shall be placed in a separate account segregated from other funds of the Association and designated and used for the specific purposes set forth in the resolution or other document evidencing the approval of such capital assessment.

ARTICLE V

PROVISIONS WITH RESPECT TO THE UNITS, THE COMMON ELEMENTS AND MORTGAGES

5.01. Owner's Obligation to Repair. Except for those portions which the Board is required to maintain and repair hereunder, if any, each Owner shall at such Owner's expense keep the interior of his Unit and its equipment and appurtenances in good order, condition and repair in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition to painting and keeping the interior of his Unit in good repair, each Owner shall be responsible for (1) the maintenance, repair or replacement of plumbing fixtures, water heaters, furnaces, lighting fixtures, refrigerators, heating, venting and air-conditioning equipment that may be in, or connect exclusively with, his Unit; (2) all portions of the Unit and all glass surfaces and all doors, doorways, frames and hardware that is part of the entry system; and (3) the repair of any damage to the building in which his Unit is located which results from the construction of any improvements within his Unit.

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5.02. Maintenance by Association. The Association shall maintain and keep in good repair as a common expense all of the Property not required to be maintained and kept in good order by an Owner. Except to the extent that insurance required to be maintained or maintained by the Association covers any damage or loss, the Association shall not be responsible for any maintenance or repair to the interior of any Unit. The Association shall be responsible for all exterior surfaces except those listed in Section 5.01 of this Article V whether or not included within the boundaries of a Unit unless the defect is the result of the Owner's own conduct. The Association shall be authorized to perform, after notice, any maintenance upon a Unit for which a Unit Owner is responsible and to charge, as provided for assessments herein, the Owner with the actual cost of the maintenance.

5.03. Alterations, Additions and Improvements.

(a) No Owner shall make any alterations, repairs or additions to his Unit which would substantially affect the exterior appearance thereof, or erect a radio or television antenna upon the building in which his Unit is located, or construct or install any improvements within his Unit, without the prior written approval of the plans and specifications therefor by the Board. The Board shall grant its approval only in the event that the proposed work will benefit and enhance the Project in a manner generally consistent with the plan of development thereof. The Board's approval or disapproval shall be in writing and shall not be unreasonably withheld. In the event that the Board fails to approve or disapprove within thirty (30) days after the appropriate plans and specifications have been submitted to it, or in any event, if no suit to enjoin such work has been commenced before thirty (30) days after commencement thereof, approval will be deemed given and compliance with the terms of this paragraph conclusively presumed.

(b) The Board may delegate its powers under this Section to an Architectural Committee appointed by the Board, which need not consist in part or in whole of Owners.

(c) Nothing shall be done in or to any part of the Project which will impair the structural integrity of any part of the Project except in connection with alterations or repairs specifically permitted or required hereunder.

(d) Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of, or any plumbing or electrical work within, any common wall without the prior consent of all Owners of affected Units. Each Owner shall have the right to paint, wallpaper, or otherwise furnish the interior of his Unit as he sees fit.

5.04. Restrictions on Use of Units and Common Elements. The Project shall be occupied and used as follows:

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(a) Except for Unit 1, Building M, each Unit shall be used exclusively for purposes of commercial office space, and parking spaces shall be used exclusively for the parking of passenger automobiles. Unit 1, Building M, to the extent desired by the Owner thereof, may be used as a retail showroom for office furniture and supplies. In the event said Unit 1, Building M, ceases to be used as a retail showroom for office furniture and supplies, such Unit will thereafter be used exclusively for commercial office space as other Units in the Project.

(b) There shall be no obstruction of the Common Elements, nor shall anything be altered, or constructed or planted in, or removed from the Common Elements, without the written consent of the Board.

(c) No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in any increase of fire insurance premiums or the cancellation of insurance on any part of the Project, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) No sign of any kind shall be displayed to the public view on or from any part of the Project without the prior consent of the Board, except signs temporarily used by Developer in the original sale or in leasing of Condominiums.

(e) No noxious or offensive activity shall be carried on, nor shall any outside lighting or loudspeakers or other sound producing devices be used, nor shall anything be done, in any part of the Project, which, in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Owners.

(f) No Owner shall cause or permit anything to be placed on the outside walls of his Unit, and no sign, awning, canopy, window air-conditioning unit, shutter or other fixture be affixed to or placed upon the exterior walls or roof of any building or any part thereof, without prior consent of the Board.

(g) No banners, advertisements, posters or notices of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept clear of rubbish, debris and other unsightly materials or obstructions of any kind whatsoever.

5.05. Liability of Owners for Negligence. Each Owner shall be liable to the Association for any damage to the Common Elements caused by the negligence or willful misconduct of the Owner or his agents, employees, guests or invitees, to the extent that the damage shall not be covered by insurance. Each Owner shall indemnify, hold harmless, and pay any costs

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of defense of each other Owner from claims for personal injury or property damage occurring within the Unit of the Indemnifying Owner, provided that this protection shall not extend to any Owner whose negligence or willful misconduct caused or contributed to the cause of the injury or damage.

5.06. Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including attorneys' fees.

5.07. Abatement of Violations. The violation of any rule or regulation adopted by the Board, or the breach of this Declaration, or of any other declaration of covenants, conditions or restrictions to which a Condominium may be subject, shall give the Board the right, in addition to any other right or remedy elsewhere available to it

(a) to enter into a Unit in which, or as to which, such violation or breach exists, and to summarily abate or remove, at the expense of its Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of any of the foregoing documents, and the Board shall not be deemed to have trespassed; or

(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest lawful rate until paid, shall be charged to and assessed against such defaulting Owner, and the Board shall have a lien for all of the same upon the Condominium of such defaulting Owner, upon all of his additions and improvements thereto, and a security interest under the Texas Uniform Commercial Code upon all of his personal property in his Unit or located elsewhere on the Project. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

5.08. Advances, Powers to Enforce Declaration of Owners and Mortgagees.

(a) Should any Owner or any Mortgagee of any Condominium advance any sum toward discharge of an obligation of the Board on behalf of the Association in order to protect the Project against the consequences of a delinquency in discharging such obligation, such Owner or Mortgagee, in connection with such advance, shall be subrogated to all rights of the Board, including the right to collect interest, against those Owners whose defaults have made necessary the advance concerned, until such advance shall have been repaid together with interest thereon at the highest lawful rate, not to exceed eighteen percent (18%) per annum, plus any reasonable attorneys' fees or other reasonable costs incurred in collection.

(b) If the Board has failed to act to enforce any provision of this Declaration for ten (10) days after written demand by any Owner or Mortgagee of any Condominium, then any such Owner or Mortgagee shall be entitled to prosecute, on behalf of the Association and all the Owners, any action authorized hereunder to be prosecuted by the Board, and shall be entitled to any other appropriate equitable relief.

5.09. Failure of the Board to Insist on Strict Performance; No Waiver. The failure of the Board to insist in any one or more instances upon strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, of such term, covenant, condition or restriction but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board or Manager of any assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Board or the Manager of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board or the Manager.

5.10. Use by Developer. Until Developer has completed all of Developer's contemplated improvements and closed the sales of all of the Condominiums, neither the Owners nor the Board nor the use of the Project nor the application of this Declaration shall interfere with the completion of the contemplated improvements and the sale of the Condominiums. Developer may make such use of the unsold Units and of the Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Project and the Units therein, the display of signs thereon and therein and the transient use of Units and parking spaces therein.

5.11. Transfers. No transfer of a Condominium shall be of any force or effect for any purpose until an Owner who transfers the Condominium shall notify the Board in writing of the name and address of the transferee, the nature of the transfer and the Unit involved, as well as such other information relative to the transfer and the transferee as the Board may reasonably request. Such notice shall also contain an executed copy of the instrument of transfer. The provisions hereof shall apply by way of illustration and not in limitation of a transfer occurring by reason of a sale, gift, devise or inheritance, or by lease or by any other manner not heretofore considered. The provisions of this Section 5.11 shall not apply to Developer.

ARTICLE VI

INSURANCE

6.01. Maintenance of Hazard Insurance. Until such time as the Developer transfers the administration of the Project to the Association and so long as there are no common walls between Units, each Unit Owner, at his own expense, shall obtain and maintain at all times a policy of multi-

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peril type hazard insurance insuring his Unit and that portion of the Common Elements adjacent to such Unit that make up the foundation, bearing walls and columns, perimeter walls and roofs against all damage or loss by the peril of fire, lightning and those contained in extended coverage, vandalism and malicious mischief endorsements, on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy, but not less than one hundred percent (100%) of the insurable value (based upon replacement cost) of the Unit and such portion of the Common Elements adjacent to such Unit. The proceeds of such policy shall be made payable to the Association for the use and benefit of the Owner of such Unit. At such time as one or more Owners own Units with common walls between such Units and one or more other Units, such Owners shall obtain and maintain multi-peril type hazard insurance as described above on all such Units. In the event such Owners cannot agree upon the placement of such insurance with a single agent or single company, the Developer shall obtain such policy through an agent or company of its choice and assess the cost of the premium for such policy among the Unit Owners upon the same basis as other assessments.

After the Developer has transferred the administration of the Project to the Association, the Board, on behalf of the Association, shall obtain and maintain at all times a blanket policy of multi-peril type hazard insurance, including insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction, design and use, insuring the Project against loss or damage by the perils of fire, lightning and those contained in extended coverage, vandalism and malicious mischief endorsements, on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy, but not less than one hundred percent (100%) of the insurable value (based upon replacement costs) of the Project (but not less than the aggregate amount of all outstanding indebtedness secured by Mortgages against Units) written in the name of, and the proceeds thereof shall be payable to, the Association for the use and benefit of the individual Owners (naming them) in proportions established in Section 2.03 and 2.04. Prior to the renewal of any such policy of insurance, the Board shall determine the full replacement cost of the Common Elements and the Units for the amount of insurance to be effected pursuant hereto. All such policies of insurance shall comply with the provisions of Section 6.02 hereof and shall (1) contain standard mortgagee clause endorsements in favor of the Mortgagee or Mortgagees of each Unit, if any, as their respective interests may appear; (2) provide that the insurance shall not be invalidated by any act or neglect of any Owner; (3) contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums without at least ten (10) days' prior written notice to the Mortgagee of each Condominium; and (4) contain a Replacement Cost Endorsement.

6.02. Insurance Proceeds. The Board shall receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration. The proceeds of such insurance shall be applied by the Board on behalf of the Board for the reconstruction of the building damaged, or shall be otherwise disposed of, in accordance with the provisions of Article VII of this Declaration;

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and the rights of the Mortgagee of any Condominium under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein or in any Mortgage contained, at all times be subject to the provisions hereof with respect to the application of insurance proceeds to reconstruction of the building damaged; provided, however, that if the Board fails to perform all of the conditions precedent required by the policy or policies of insurance, and fails to collect the amount of the loss within the time required by law, and the Mortgagee or Mortgagees are required to avail themselves of their rights under the standard mortgage clause to collect the proceeds of the policy or policies of insurance, any amounts so collected through the efforts of said Mortgagee or Mortgagees shall be applied as directed by said Mortgagee or Mortgagees. All insurance policies shall contain a waiver of subrogation with respect to the Board, the Association, its employees, the Owners and members of their households, and Mortgagees; or such parties shall be named as additional insureds.

6.03. Maintenance of Liability Insurance. The Board, on behalf of the Association, shall obtain and maintain at all times a policy or policies of insurance insuring the Association, the Board, the Owners, and the Managing Agent, if any, against any liability to the public or to the Owners (and their families, invitees or tenants), incident to the ownership or use of the Project, the Common Elements and individual Condominiums, in amounts deemed appropriate by the Board, which insurance shall contain endorsements providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds.

6.04. Governing Provisions. All insurance provided above shall be governed by the following provisions:

(a) All policies shall be written with a company licensed to do business in the State of Texas and holding a rating of "AAA" or better by Best's Insurance Report or other then comparable rating.

(b) Exclusive authority to adjust all claims under policies hereafter in force on the Project shall be vested in the Board or its authorized representatives.

(c) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.

(d) Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board, in behalf of all of the Owners, may realize under any insurance policy which the Board may have in force on the Project at any particular time.

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(e) Each Owner shall be required to notify the Board of all improvements made by the Owners to his Unit, the value of which is in excess of One Thousand Dollars (\$1,000.00).

(f) Any Owner who obtains individual insurance policies covering any portion of the Project other than personal property belonging to such Owner, shall be required to file a copy of such individual policy or policies with the Board within thirty (30) days after purchase of such insurance.

(g) The Board shall be required to make every effort to secure insurance policies that will provide for the following:

(1) A waiver of subrogation by the insurer as to any claims against the Association, the Board, the Manager or the Owners.

(2) That the policy cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Board or Manager, or on account of the conduct of any one or more individual Owners, without a prior demand in writing that the Board, Manager or Owner(s) cure the defects.

(3) That any "no other insurance" clause in the master policy excludes individual Owners' policies from consideration.

6.05. Premiums. After the Developer has transferred the administration of the Project to the Association and the Board, on behalf of the Association, has obtained a blanket policy as provided in Section 6.01, premiums upon such policy or policies purchased by the Board shall be paid by the Board as a maintenance fund expense. Any increase in the premium chargeable to a Unit arising from the use, misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Elements by an Owner shall be assessed against that Owner.

6.06. Distribution of Proceeds. Proceeds of insurance policies received by the Board shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be used to defray the cost thereof as provided in Article VII hereafter. Any proceeds remaining after defraying such costs shall be distributed first to the Mortgagees and then to the Owners, as their interests may appear.

(b) If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be

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reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Owners and their Mortgagees being payable jointly to them.

6.07. Responsibility of Each Owner. Each Owner shall be responsible for his own insurance on his fixtures and personal property in his Unit, his personal property stored elsewhere on the Project, any improvements which he shall make to his Unit, and his personal liability to the extent not covered by the Board as hereinabove provided.

ARTICLE VII

DAMAGE AND DESTRUCTION

7.01. Reconstruction or Repair. In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct any building that may be damaged, shall be applied to such reconstruction. "Reconstruction of the damaged building," as used in Section 7.02, means restoring the building to substantially the same condition in which it existed prior to the fire, casualty or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. Such reconstruction shall be caused to be accomplished by the Board.

7.02. Insufficiency of Proceeds. If the insurance proceeds are insufficient to reconstruct the damaged building, damage to or destruction of the building shall be promptly repaired and restored by the Board using proceeds of insurance, if any, on the building for that purpose, and the Owners shall be liable in proportion to their respective percentage interest in the Common Elements for assessment for any deficiency. However, subject to any provision of the Act to the contrary, if reconstruction of the building comprises two-thirds (2/3rds) or more of the Project (exclusive of the Property) as determined by the Board, unless otherwise unanimously agreed upon by the Owners and the Mortgagees, the damage shall not be repaired or restored and the provisions of the following sentence shall control. In the event the Owners and the Mortgagees do not elect to repair or rebuild in accordance with the preceding sentence, the Board shall record, with the County Clerk of Travis County, Texas, a notice setting forth such fact, and upon the recording of such notice

(a) the Project shall be deemed to be owned in common by the Owners;

(b) the undivided interest in the Project owned in common which shall appertain to each Owner shall be the fractional undivided interest previously owned by such Owner in the Common Elements;

(c) any liens affecting any of the Condominiums shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in the Project; and,

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(d) the Project shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Project, if any, shall be considered as one fund and shall be divided among all the Owners in proportion to the fractional undivided interest owned by each Owner in the Common Elements, after first paying out of the respective shares of the Owners, to the extent sufficient for the purpose, all indebtedness secured by liens on the undivided interest the Project owned by each Owner

ARTICLE VIII

MISCELLANEOUS

8.01. Eminent Domain. The taking of a portion of a Unit or of the Common Elements by eminent domain shall be deemed to be a casualty, and the awards for such taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Board for the use and benefit of the Owners. Even though the awards may be payable to the Owners, the Owners shall deposit the awards with the Board, and in the event of failure to do so, in the discretion of the Board, a special assessment shall be made against a defaulting Owner in the amount of his award, or the amount of such award shall be set off against the sums hereafter made payable to such Owner. Subject to the rights of Mortgagees under the terms of their mortgages, the proceeds of the awards shall be distributed or used in the manner heretofore provided for insurance proceeds, except that when the Condominium is not to be terminated and one or more Units are taken in part, the taking shall have the following effects:

(a) If the taking reduces the size of a Unit and the remaining portion of that Unit can be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

(1) The Unit shall be made tenantable, and if the cost of such work exceeds the amount of the award, the additional funds shall be assessed against the Owner of the Unit.

(2) The balance of the award, if any, shall be distributed to the Owner of the Unit and to the Mortgagee of the Unit, the remittance being payable jointly to such Owner and Mortgagee.

(3) If there is a balance of the award distributed to the Unit Owner and Mortgagee, the share in the Common Elements appurtenant to the Unit shall be equitably reduced. This shall be done by reducing such share by the proportion which the balance of the award distributed bears to the market value of the Unit immediately prior to the taking, and then recomputing the shares of all Owners in the Common Elements as percentages of the total of their shares as reduced by the taking.

(b) If the taking destroys or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

(1) The market value of each such Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each Mortgagee of the Unit, the remittance being payable jointly to the Owner and Mortgagee.

(2) The remaining portions of such Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all of the Owners, in the manner approved by the Board; provided, however, that if the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(3) The shares in the Common Elements appurtenant to the Unit which continue as a part of the Condominium shall be equitably adjusted to distribute ownership to the Common Elements among the reduced number of Owners. This shall be done by recomputing the shares of such continuing Owners in the Common Elements as percentages of the total of the shares of such Owners as they exist prior to the adjustment.

(4) If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the Owner and to restore the remaining portion of the Unit in condition for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by assessments against all of the Owners who will continue as Owners of Units after the changes in the Project effected by the taking. Such assessments shall be made in proportion to the shares of such Owners in the Common Elements after the changes effected by the taking.

(c) If the market value of a Unit prior to the taking cannot be determined by agreement between its Owners and Mortgagee and the Association within thirty (30) days after notice by any such party, such values shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Owners in proportion to the shares of the Owners in the Common Elements as they existed prior to the changes effected by the taking.

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(d) The changes in Units, in Common Elements, in the Ownership of the Common Elements, and in the shares of liability for common expenses which are effected by eminent domain shall be evidenced by an amendment of this Declaration which need be approved only by a majority of the Board of Directors of the Association.

8.02. Audit. Any Owner may at any time and at his own expense cause an audit or inspection to be made of the books and records of the Association.

8.03. Personal Property. The Board or Manager may acquire and hold, for the benefit of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such personal property shall be owned by the Owners in the same proportion as their respective interests in the Common Elements, and shall not be transferable except with a transfer of a Condominium. If personal property is for the use of Owners of Condominiums in only one separate portion of the Project, such personal property shall be owned only by such Owners. A transfer of a Condominium shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property. Developer may at any time execute and deliver a bill of sale to the Association transferring all items of personal property located on the Project and furnished by Developer which are intended for the common use and enjoyment of the Owners.

8.04. No Partition. Except as otherwise permitted in Section 7.02, there shall be no judicial partition of the Project, nor shall Developer or any person acquiring any interest in the Project or any part thereof seek any judicial partition; provided, that if any Condominium shall be owned by two (2) or more co-tenants, as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants, and provided further that an action may be brought for partition by sale of the Project, if any of the following conditions exist:

(a) Three (3) years after damage or destruction to the Project which renders a material part thereof unfit for its use as prior thereto, the Project has not been rebuilt or repaired substantially to its state prior to its damage or destruction; or,

(b) Except as may be otherwise provided in the Act, three-fourths (3/4ths) or more of the structures in the Project have been destroyed or substantially damaged, and Owners holding in the aggregate more than fifty percent (50%) interest in the Common Elements are opposed to repair or restoration of the Project; or,

(c) The Project has been in existence in excess of fifty (50) years, is obsolete and uneconomic, and Owners holding in the aggregate more than a fifty percent (50%) interest in the Common Elements are opposed to repair or restoration of the Project.

In any event, and notwithstanding the foregoing provisions of this Section 8.04, all Mortgages must be paid prior to the bringing of any action for partition or the consent of all Mortgagees must be first obtained, and the provisions of the Act with respect to partition shall be strictly complied with.

8.05. Effect and Interpretation. This Declaration shall run with the land, and shall continue in full force and effect until (a) it is terminated by a court of competent jurisdiction pursuant to law, (b) there is a total destruction of the improvements in the Project and a determination of the Owners not to rebuild the improvements, or a total abandonment of the Project by the Owners, (c) the Project is judicially partitioned in accordance with the provisions of Section 8.04 hereof, or (d) the Project is deemed owned in common by the Owners as provided by Section 7.02 hereof. Each purchaser by accepting a deed to a Condominium accepts the interest thereby conveyed subject to all of the provisions of this Declaration and agrees to be bound thereby. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of an office condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

8.06. Amendment. The provisions of this Declaration may be amended by an instrument in writing signed and acknowledged (a) by Developer alone so long as Developer owns Units in the Project equal to sixty-seven percent (67%) or more of the total number of Units contemplated under the Plan, or (b) by the record Owners of sixty-seven percent (67%) of the Condominiums in the Project.

8.07. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or partial validity or enforceability of any other provision hereof.

8.08. Power of Attorney. An irrevocable power of attorney coupled with an interest is granted by the Owners to the Board, acting on behalf of the Association, to the extent of the powers and rights given to the Board by the provisions of this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this instrument this the 14th day of OCTOBER, A. D. 1983.

Luce Musgrave Senter Properties, Inc.

NO SEAL

By: [Signature]
Jon Luce, President

[Signature]
Mike Senter, Secretary

Order: 2MFLMJ8HN
Address: 5524 Bee Caves Rd Ste J5
Order Date: 09-25-2025
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STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Jon Luce and Mike Senter, President and Secretary, respectively of Luce Musgrave Senter Properties, Inc., known to me to be the persons and officers whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as the act and deed of the said Luce Musgrave Senter Properties, Inc., for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of October, A. D. 1983.

Phyllis J. Donelson
Notary Public in and for Travis County,
Texas

NOTARY SEAL

Phyllis J. Donelson
my commission expires
4-30-85

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CARLSON, DIPPEL & MARX

SURVEYING COMPANY

FIELD NOTES

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THAT CERTAIN TRACT SITUATED IN TRAVIS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS BEING ALL OF C.B.J. ACREAGE WEST, A SUBDIVISION OF RECORD IN PLAT BOOK 78, PAGE 187 OF THE TRAVIS COUNTY, TEXAS PLAT RECORDS, AND BEING ALL OF LOT 1 OF TCM WALTON ADDITION, A SUBDIVISION OF RECORD IN PLAT BOOK 41 PAGE 46 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, SAID TRACT BEING 7.024 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an point in the northerly R.O.W. line of Bee Caves Road (FM 2244), being the southeast corner said Lot 1A of Luce, Musgrave, Senter Subdivision, for the southeast corner of the herein described tract,

THENCE, along the said northerly R.O.W. line of Bee Caves Road, the following four (4) courses and distances, numbered 1 through 4,

1. N 40°05'W, 160.93 feet,
2. N 42°30'20"W, 37.85 feet,
3. N 42°57'20"W, 121.96 feet to a point at the beginning of a curve,
4. With curve to the left, whose radius equals 207.82 feet, an arc distance of 30.13 feet, and whose sub-chord bears N 46°06'30"W, 30.11 feet,

THENCE, along the westerly line of the herein described tract, the following four (4) courses and distances, numbered 1 through 4,

1. N 39°03'30"E, 196.41 feet,
2. N 54°55'30"W, 143.91 feet,
3. N 34°21'30"E, 365.91 feet to a point for the northwesterly corner of the herein described tract,

THENCE, along the northerly line of the herein described tract, the following four (4) courses and distances, numbered 1 through 4,

1. S 58°54'E, 205.53 feet,
2. S 58°13'35"E, 205.46 feet,
3. S 58°12'10"E, 53.10 feet,
4. S 58°34'E, 152.90 feet to a point for the northeasterly corner of the herein described tract,

THENCE, along the easterly line of the herein described tract, the following three (3) courses and distances, numbered 1 through 3,

1. S 46°32'20"W, 301.10 feet,
2. S 46°38'W, 13.12 feet,
3. S 46°45"W, 379.84 feet to the PLACE OF BEGINNING, containing 7.024 Acres of Land.

Prepared By: Carlson, Dippel & Marx Surveying Company
2499 Capital of Texas Highway, Suite 105
Austin, Texas 78746

/js
Job No. 83-303
October 14, 1983

Order: 2MFLMJ8HN
Address: 5524 Bee Caves Rd Ste J5
Order Date: 09-25-2025

2499 CAPITAL OF TEXAS HWY., SUITE 204 • AUSTIN, TEXAS 78746 • (512) 327-8290

EXHIBIT A

8295 889

3 40 8231

Unit No.	Bldg. No.	Square Feet	% of Ownership
1	A	2016	4.14
1	B	4018	8.26
1	C	3024	6.22
1	D	3024	6.22
1	E	3024	6.22
1	F	2016	4.14
1	G	3024	6.22
1	H	2016	4.14
1	I	3024	6.22
1	J	4022	8.27
1	K	6024	12.38
1	L	5673	11.66
1	M	<u>7746</u>	<u>15.92</u>
		48651	100%

Order: 2MFLMJ8HN
Address: 5524 Bee Caves Rd Ste J5
Order Date: 09-25-2025
Document not for resale
HomeWiseDocs

8295 . 891

EXHIBIT C

3 40 8232

UNIT FLOOR PLANS
AND
BUILDING ELEVATIONS

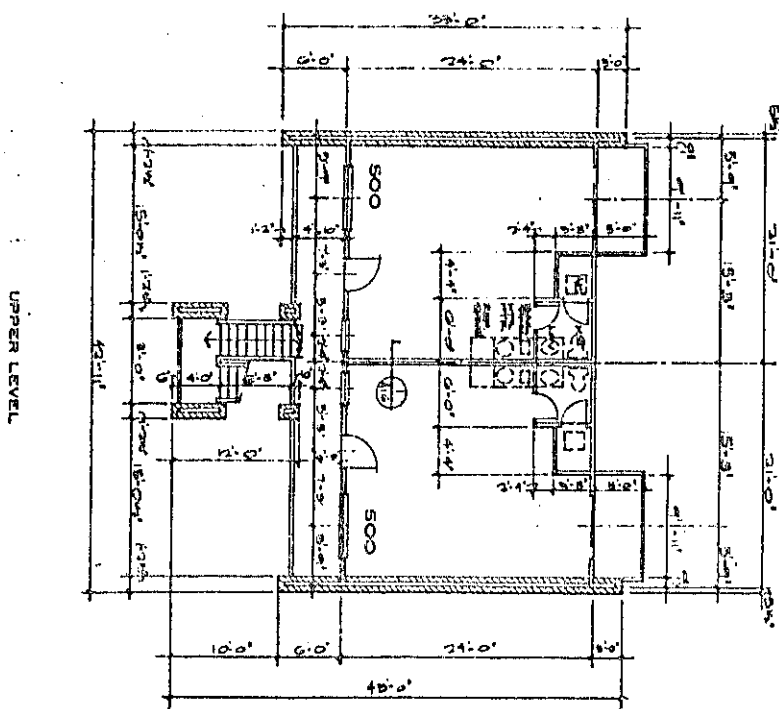
Order: 2MFLMJ8HN
Address: 5524 Bee Caves Rd Ste J5
Order Date: 09-25-2025
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EXHIBIT D

-29-

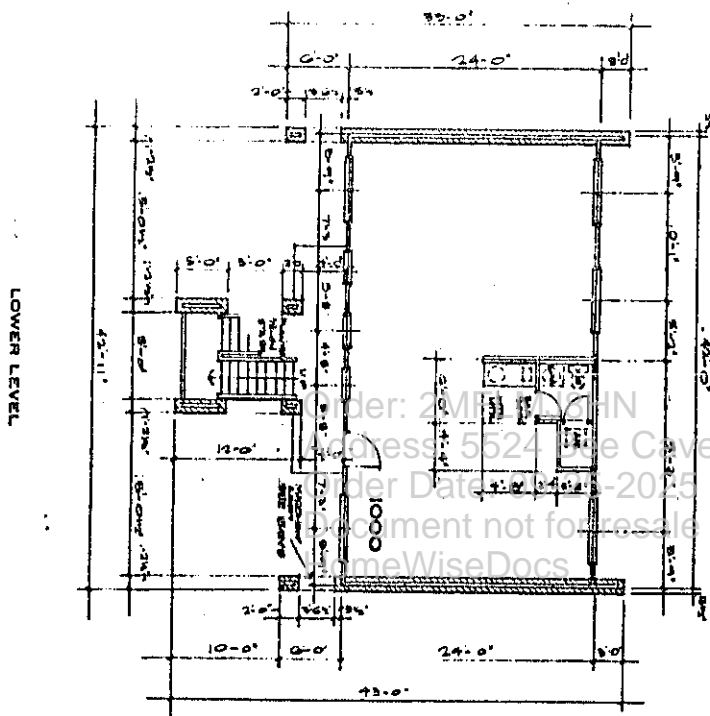
8295 , 892

3 40 8233



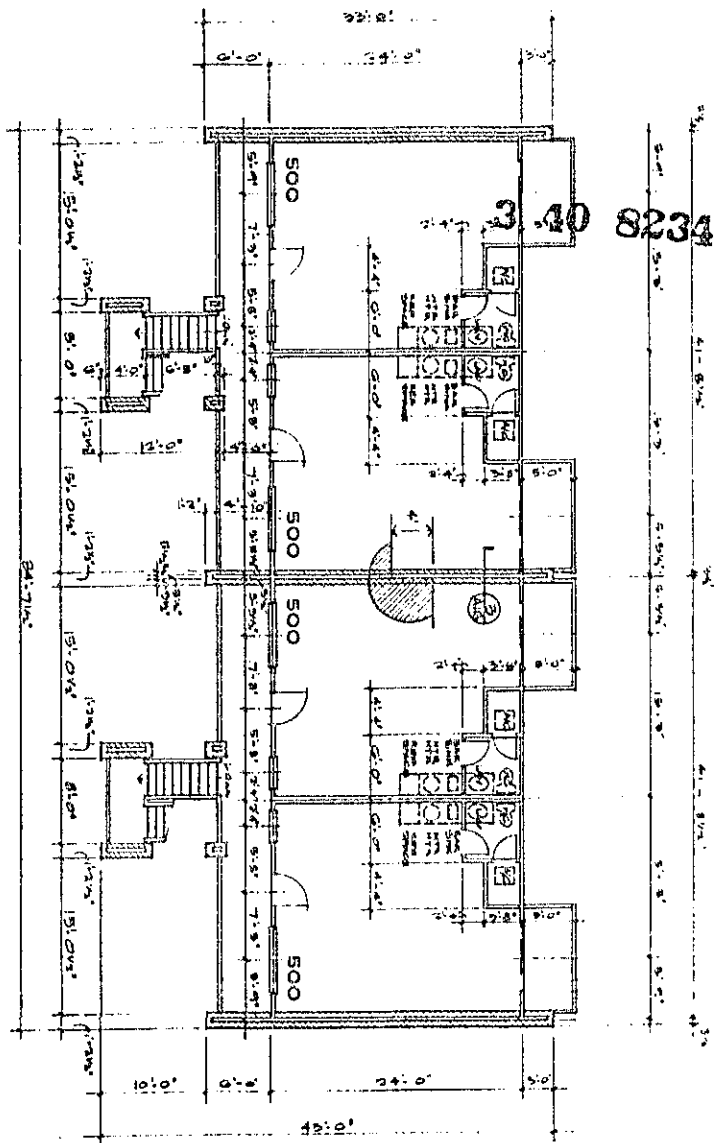
UNIT 1, BUILDING A

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
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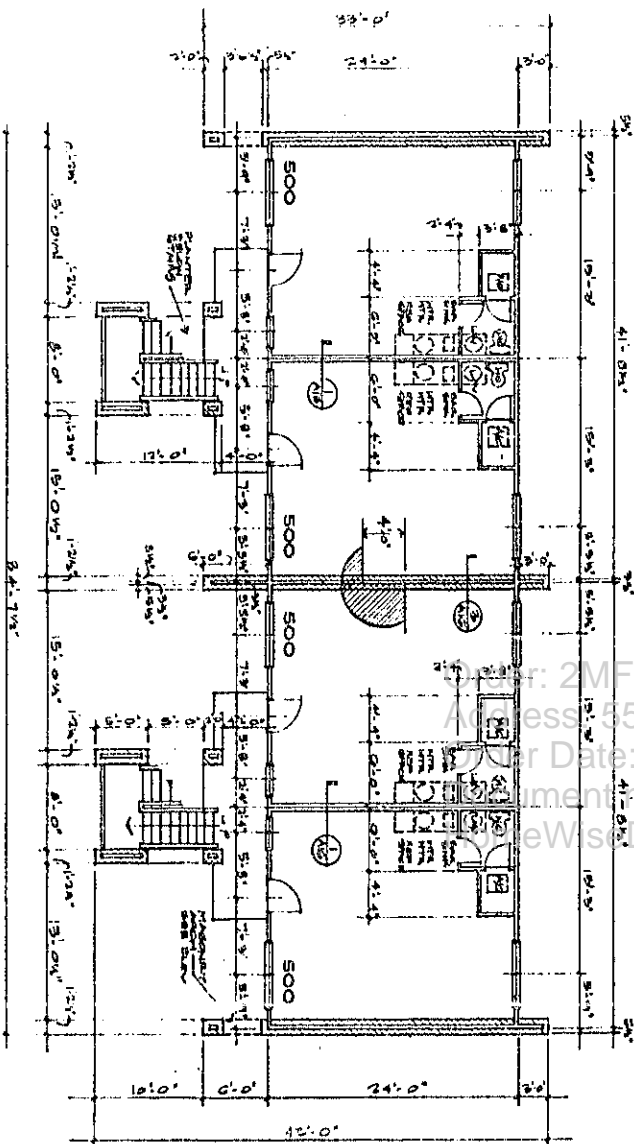


Scale: 1/16"=1'-0"

8295 893



UPPER LEVEL



LOWER LEVEL

Scale: 1/16"=1'-0"

RECORDERS MEMORANDUM
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CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

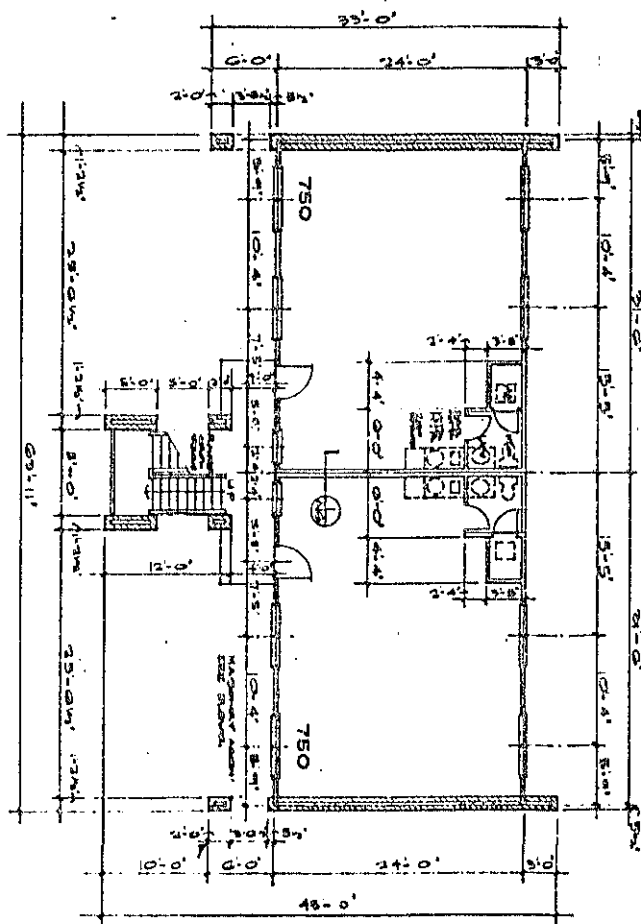
UNIT 1, BUILDING B

8295 . 894

3 40 8235

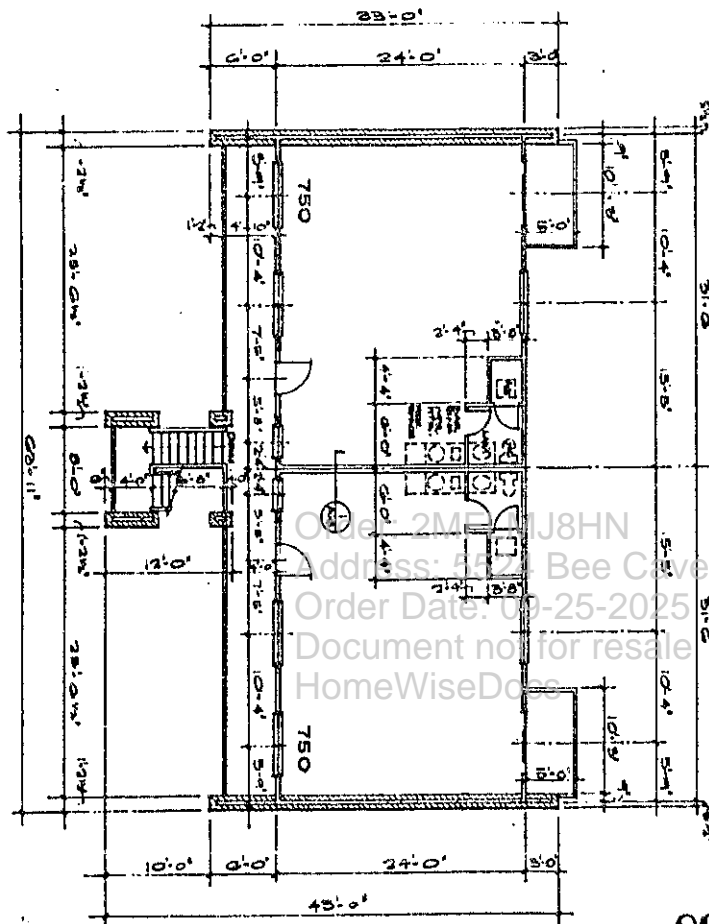
UNIT 1, BUILDING C

LOWER LEVEL



RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

UPPER LEVEL

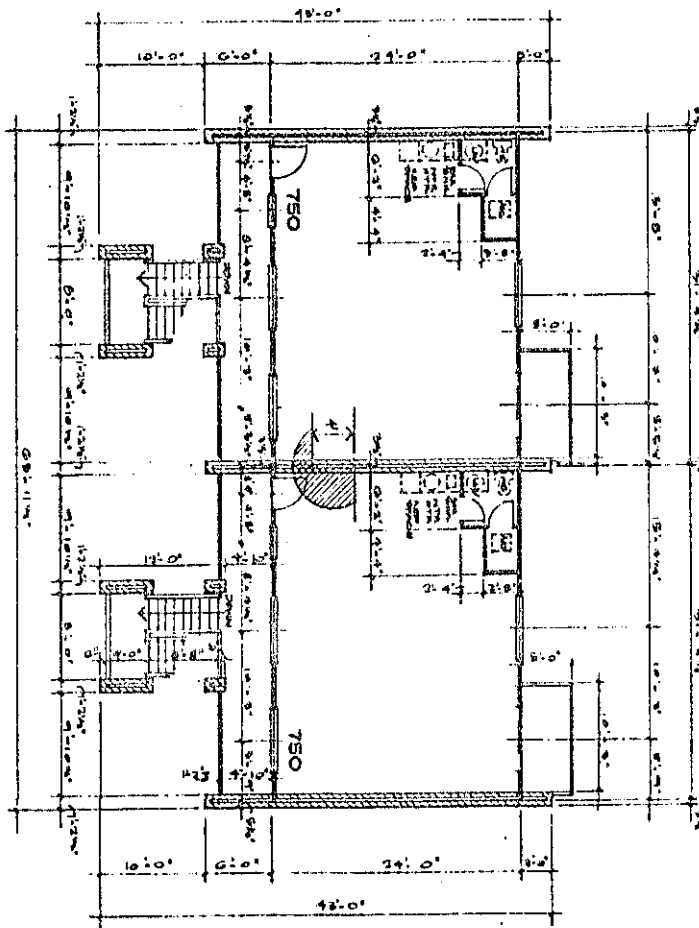


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8295 895

3 40 8236

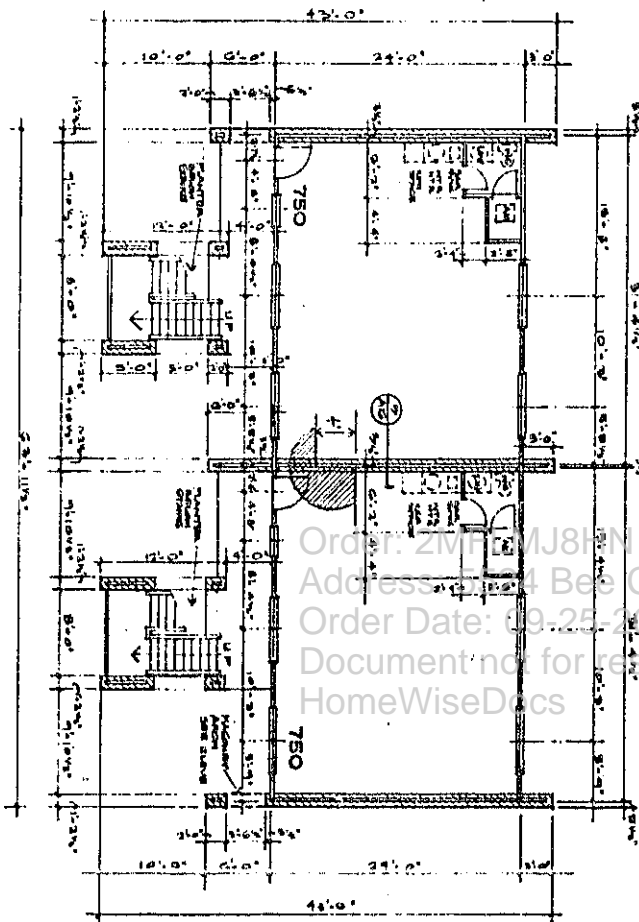
UPPER LEVEL



RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

UNIT 1, BUILDING D

LOWER LEVEL



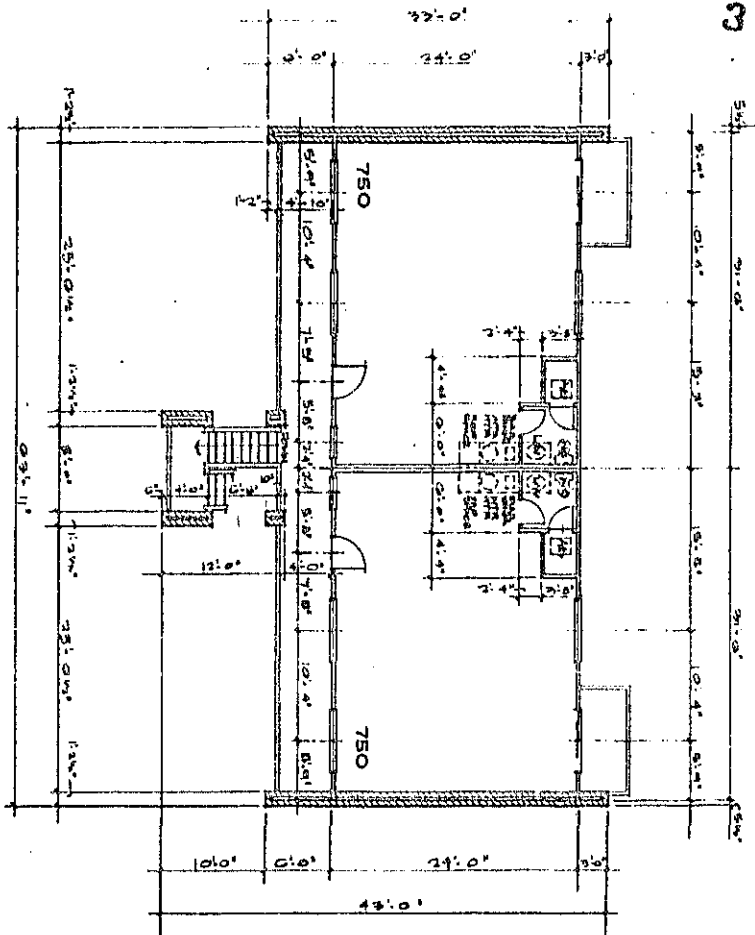
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Order: ZMFMJ8H
Address: 4 Bee Caves Rd Ste J5
Order Date: 09-25-2025
Document not for resale
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8295 . 896

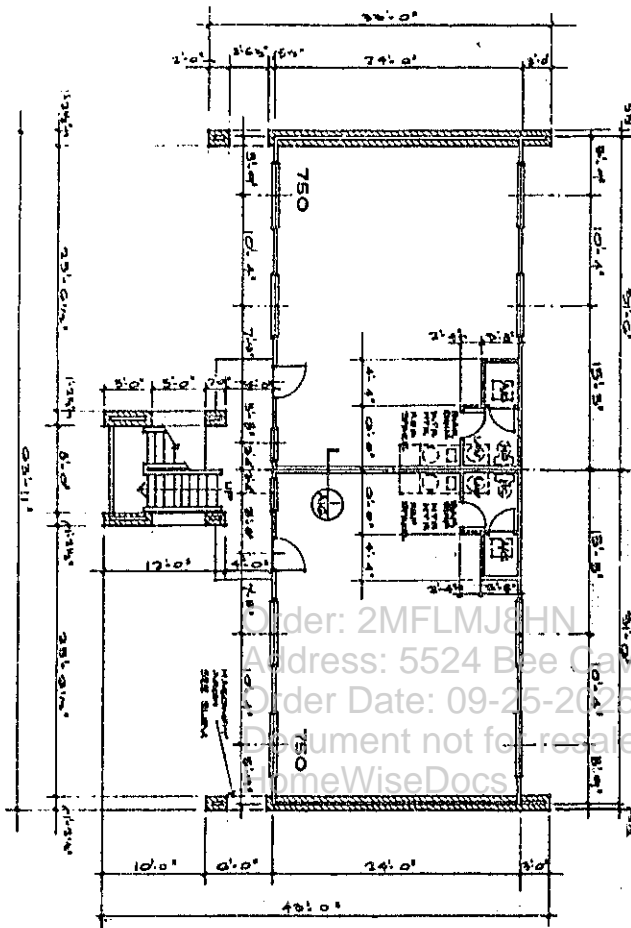
3 40 8237

UPPER LEVEL



RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

LOWER LEVEL

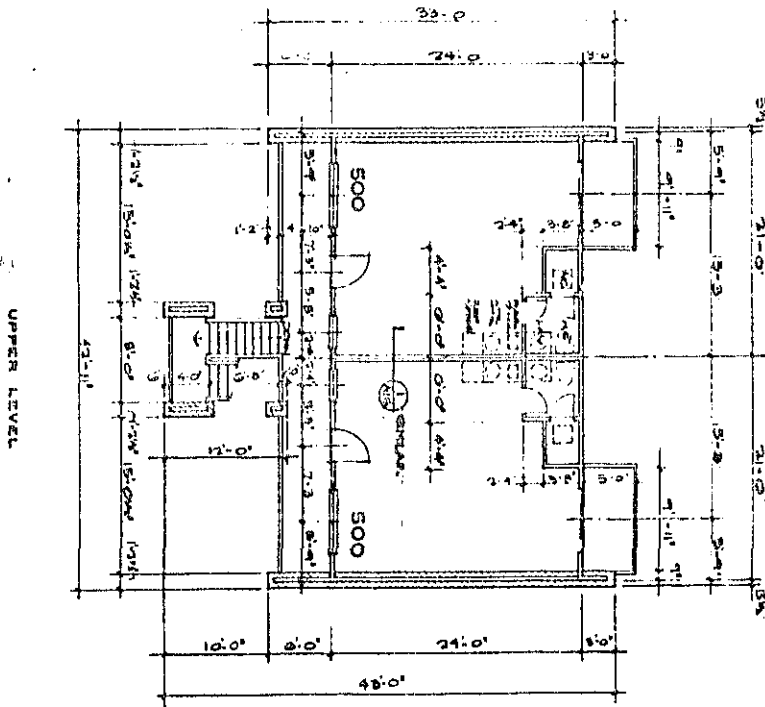


UNIT 1, BUILDING F

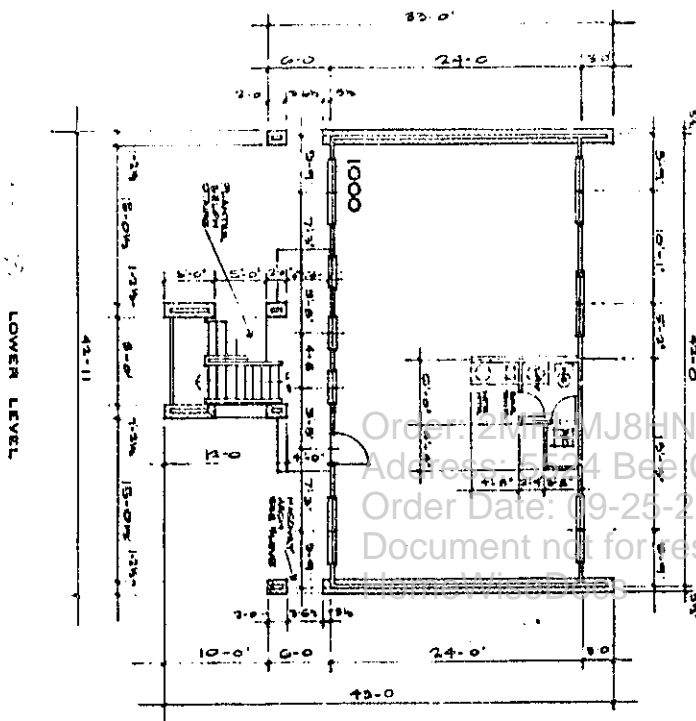
Scale: 1/16"=1'-0"

8295 897

3 40 8238



RECORDERS MEMORANDUM
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CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION



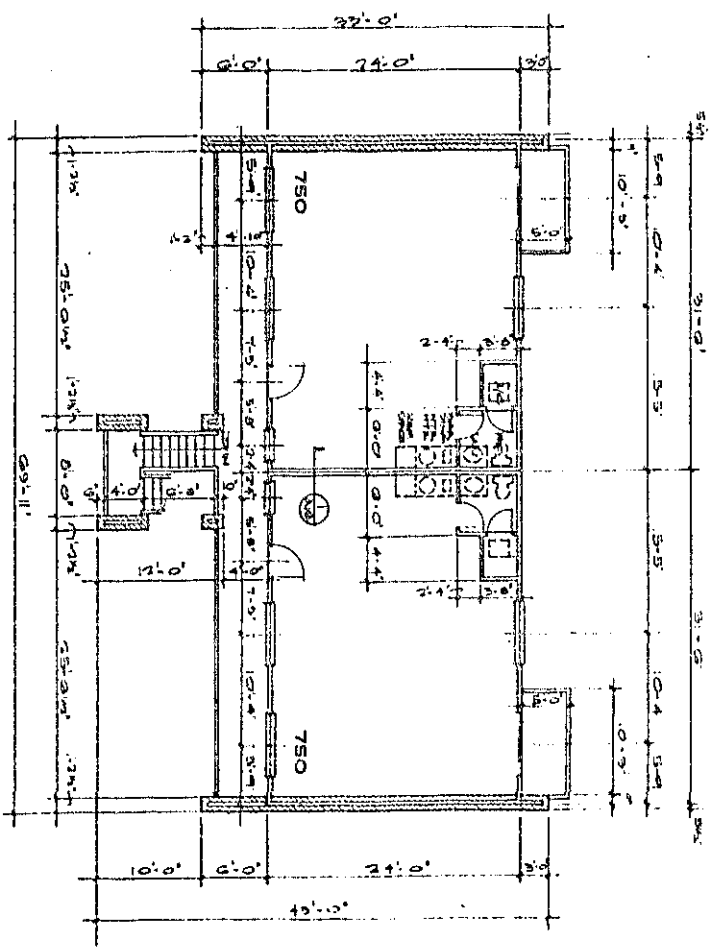
UNIT 1, BUILDING F

Scale: 1/16"=1'-0"

8295 . 898

3 40 8239

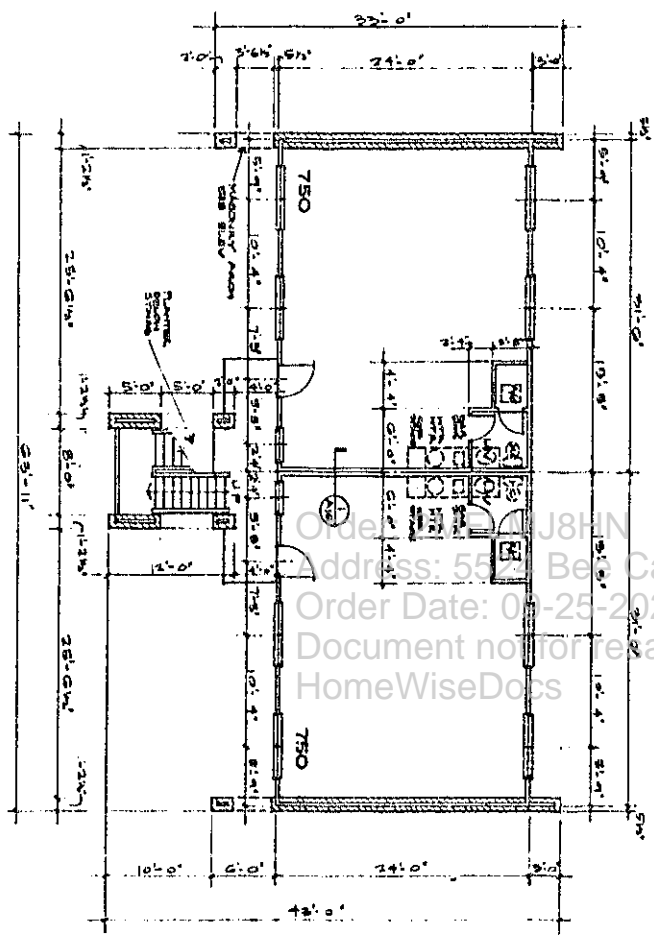
UPPER LEVEL



RECORDERS MEMORANDUM
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CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

UNIT 1, BUILDING C

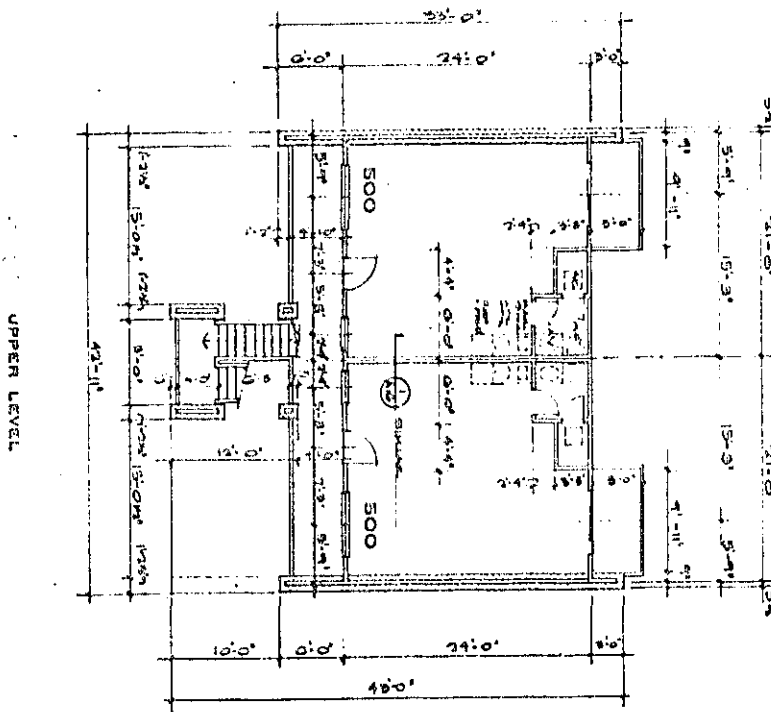
LOWER LEVEL



Scale: 1/16"=1'-0"

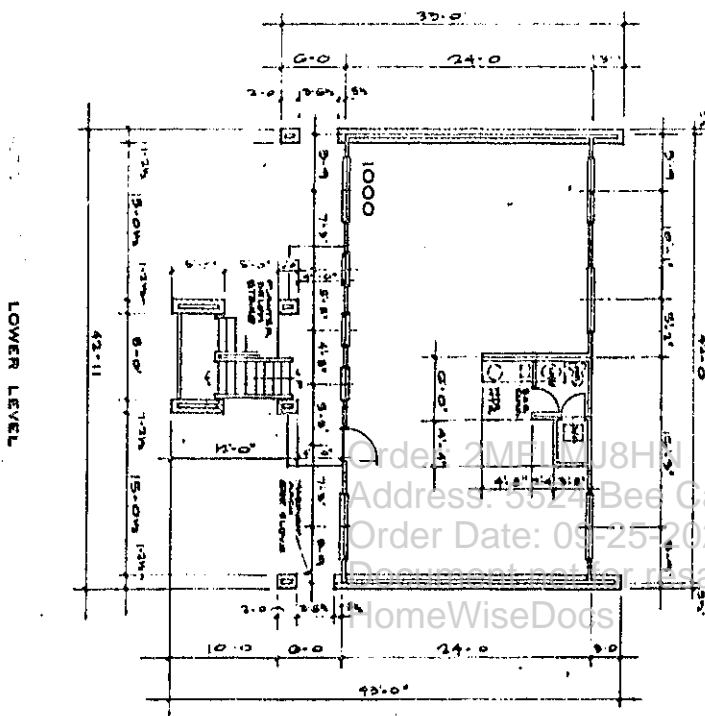
8295 , 899

3 40 8240



RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

UNIT 1, BUILDING H

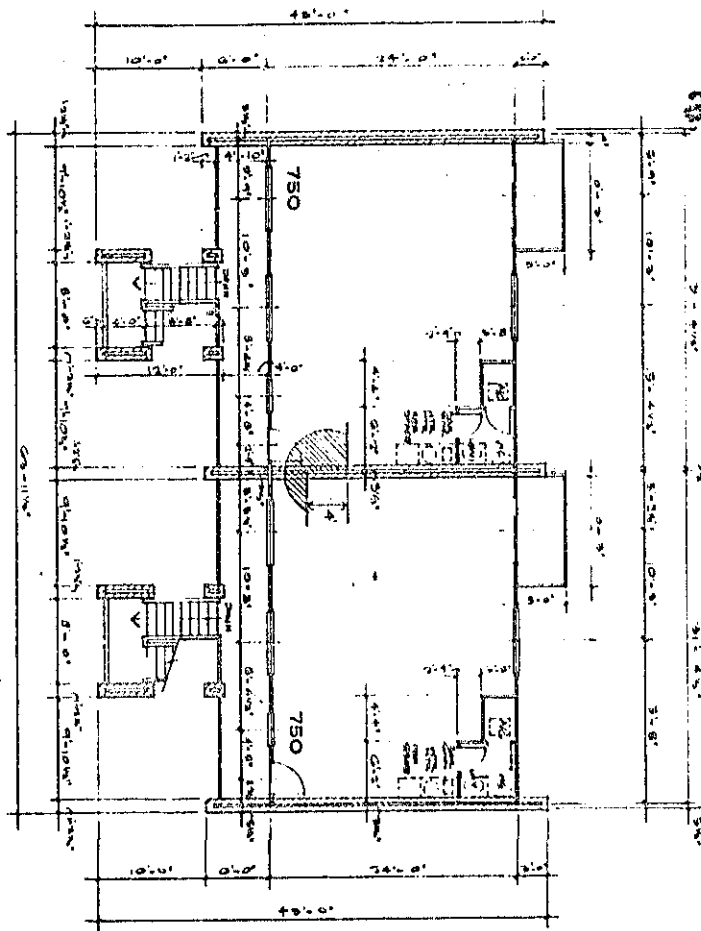


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8295 900

3 40 8241

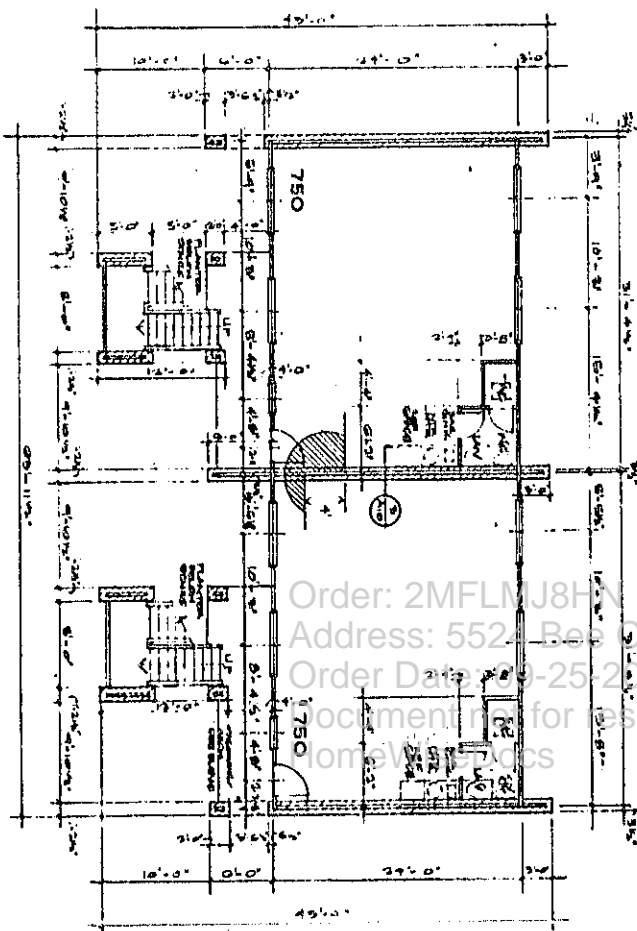
UPPER LEVEL



RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT
CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

UNIT 1, BUILDING 1

LOWER LEVEL



Scale: 1"=1'-0"

Order: 2MFLMJ8H
Address: 5524 Box Caves Rd Ste J5
Order Date: 09-25-2025
Document for resale
HomeVestors

8295 901

Architectural floor plan of the upper level of a building. The plan is symmetrical, featuring two main wings separated by a central corridor and staircase. The drawing includes numerous dimensions for room sizes and corridor widths. The central staircase is located in the middle of the plan, with a landing area. The wings contain various rooms, including what appear to be offices or study areas, and a central hall. The plan is labeled "UPPER LEVEL" and "3 40 8242".

UPPER LEVEL

RECORDERS MEMORANDUM
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CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

UNIT 1, BUILDING J

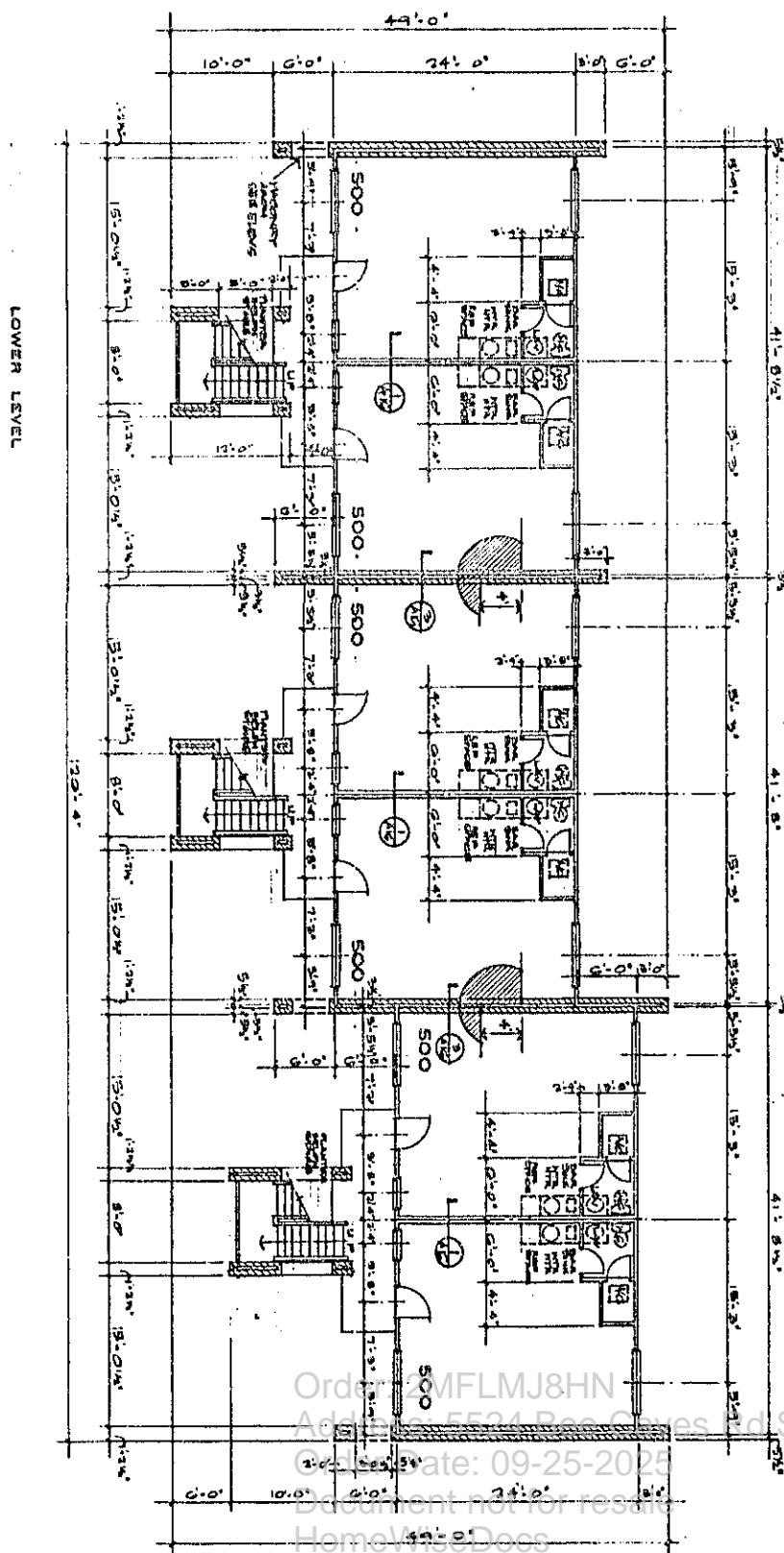
LOWER LEVEL

Scale: 1/16"=1'-0"

Order: 2MFLMJ8HN
Address: 5524 Bee Caves Rd Ste J5
Order Date: 09-25-2025
Document: Not for resale
HomeWise Docs

8295 . 902

UNIT 1, BUILDING K



Scale: 1"=1'-0"

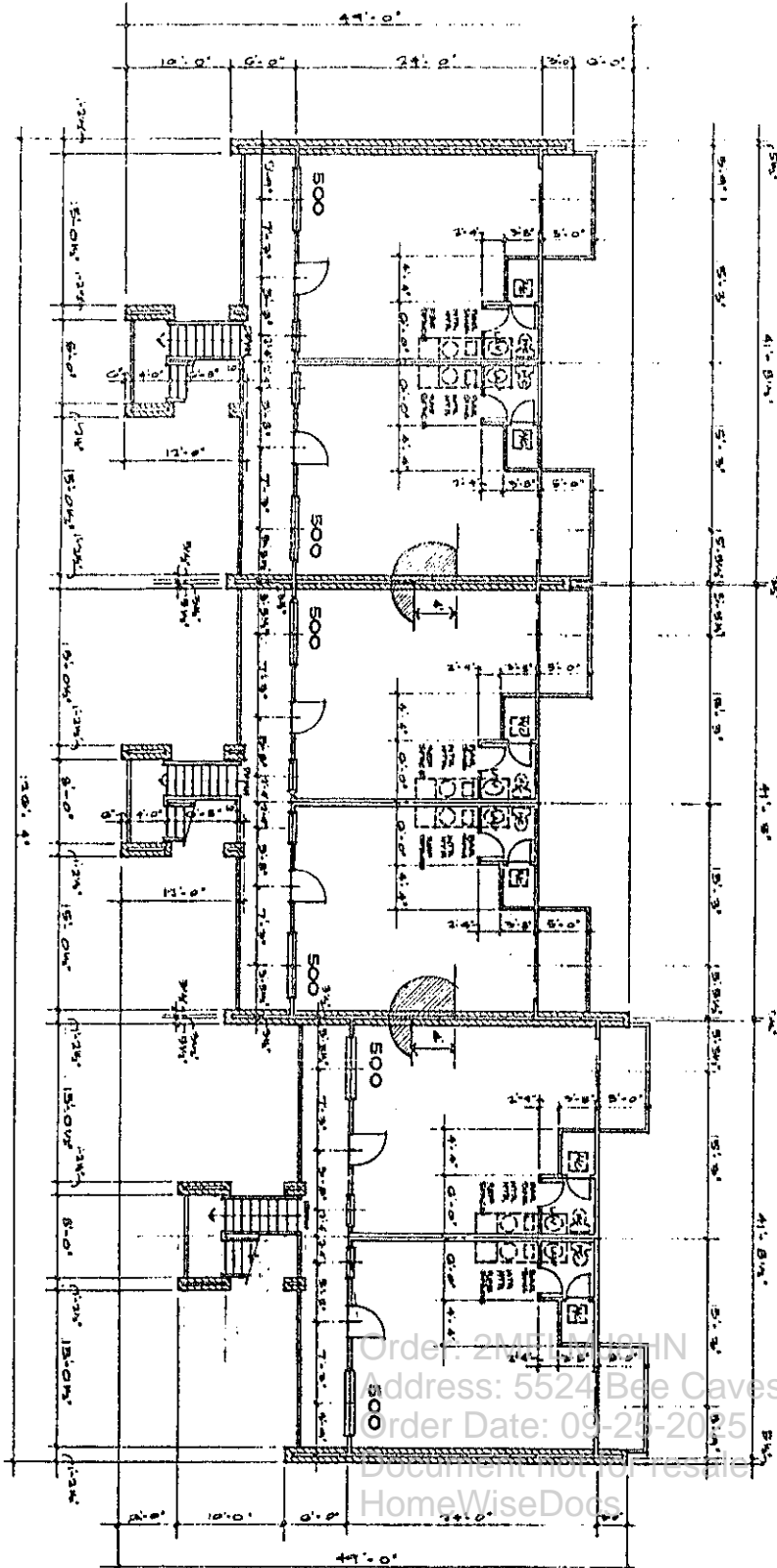
RECORDERS MEMORANDUM
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 CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

3 40 8244

UNIT 1, BUILDING K

REPRODUCED MEMORANDUM
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UPPER LEVEL

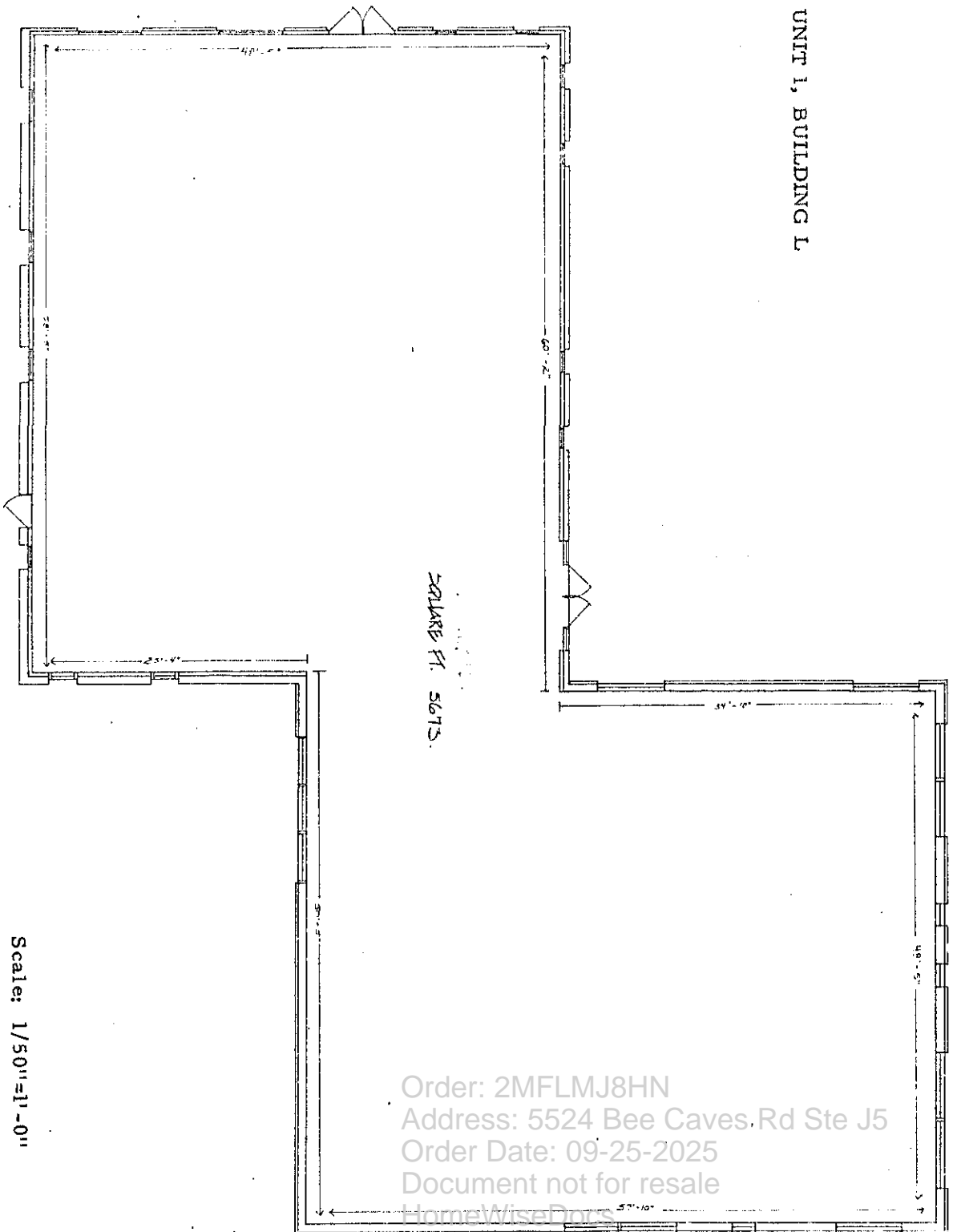


Scale: 1/16"=1'-0"

8295 . 904

3 40 8245

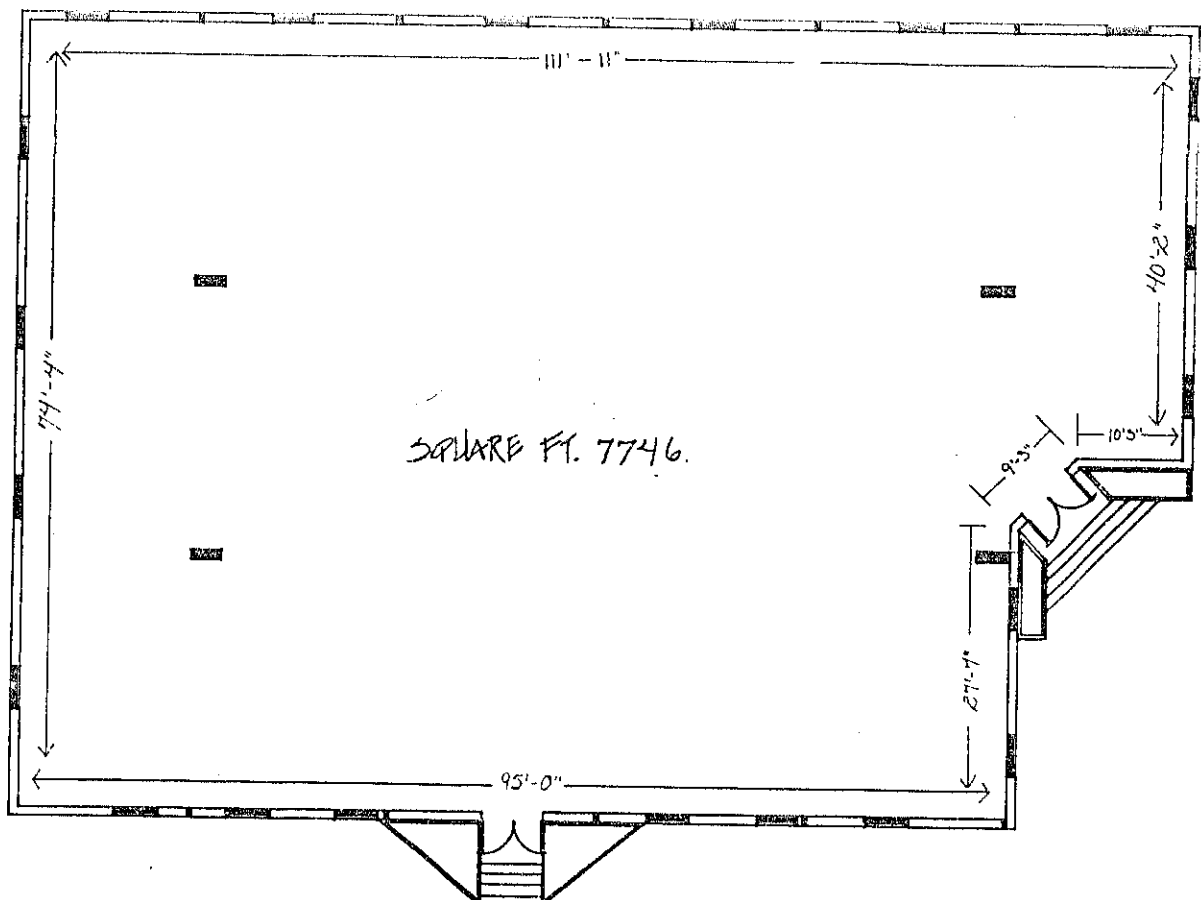
UNIT 1, BUILDING L



8295 905

UNIT 1, BUILDING M

3 40 8246

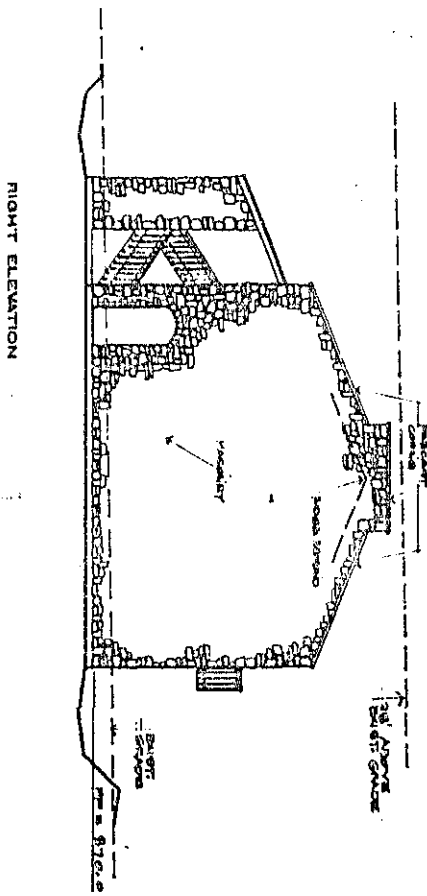
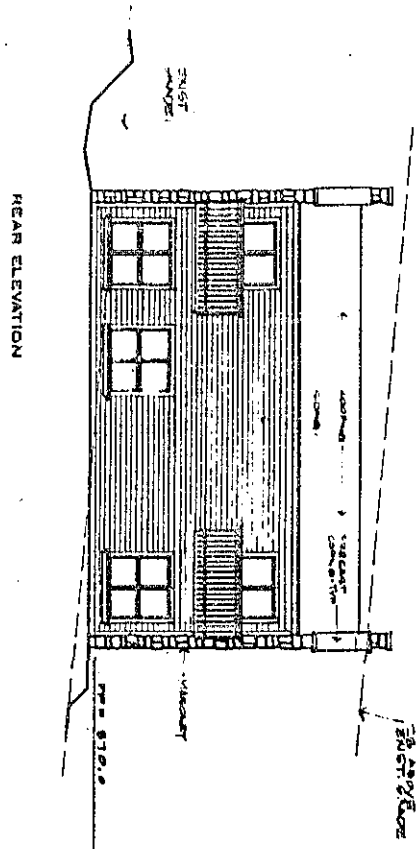


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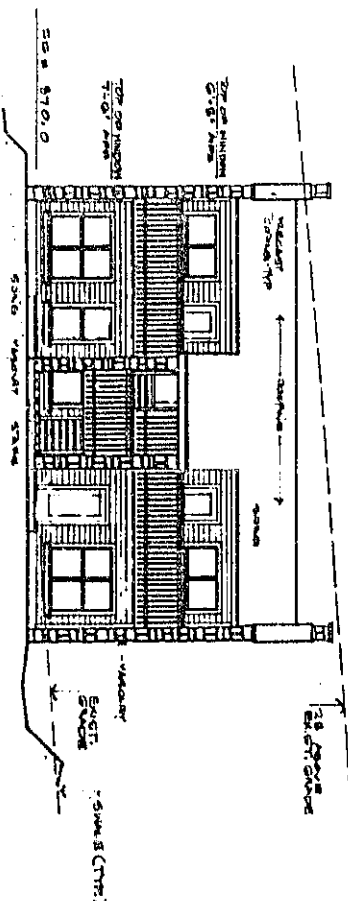
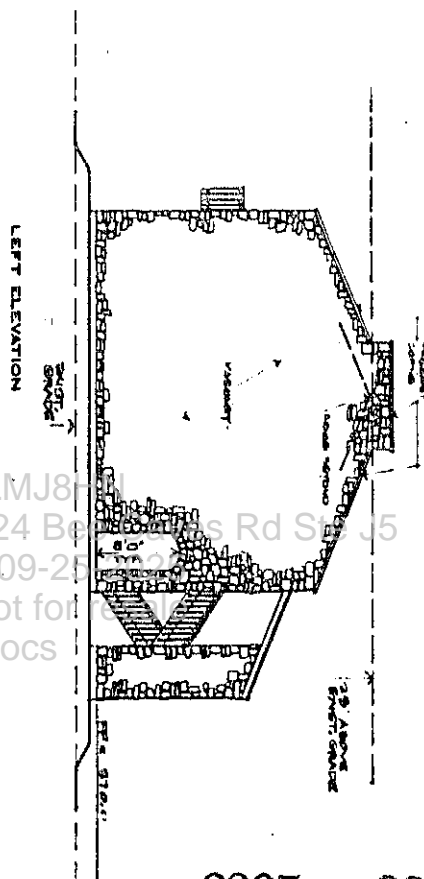
Order: 2MFLMJ8HN
Address: 5524 Bee Caves Rd Ste J5
Order Date: 09-25-2025
Document not for resale
HomeWiseDocs

8295 906

3 40 8247



BUILDING A



FRONT ELEVATION

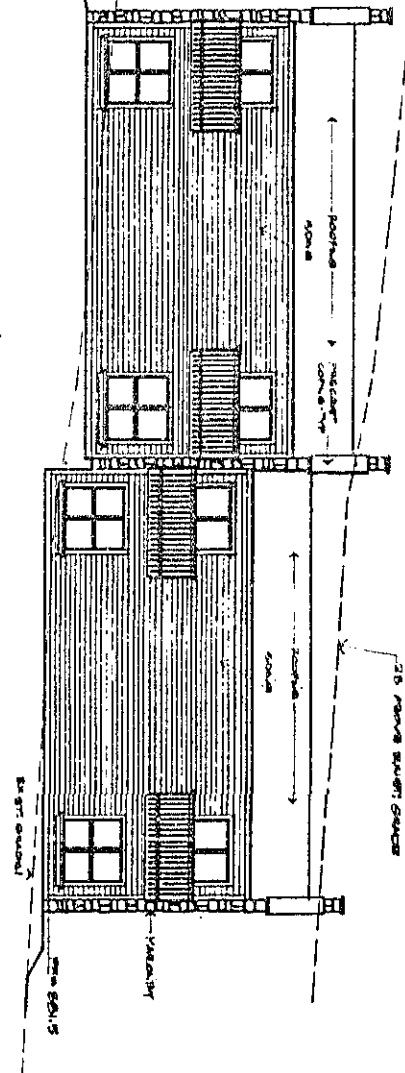
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Order: 2MFLMJ8
Address: 5524 Belvoir Rd Ste 35
Order Date: 09-25-2015
Document not for
HomeWiseDocs

8295 907

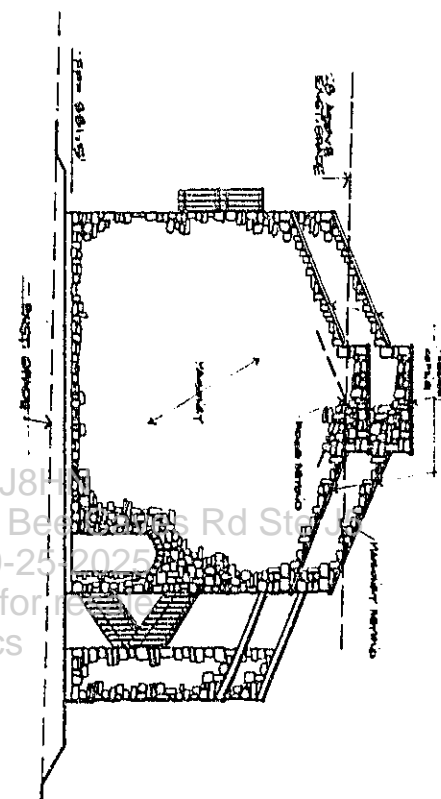
3 40 8248

REAR ELEVATION

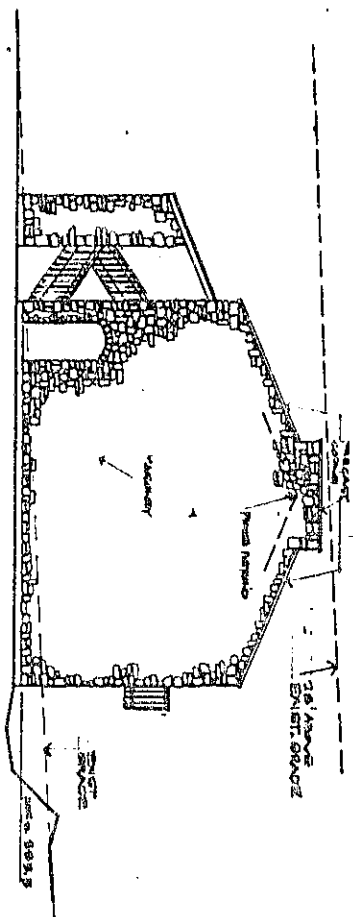


BUILDING B

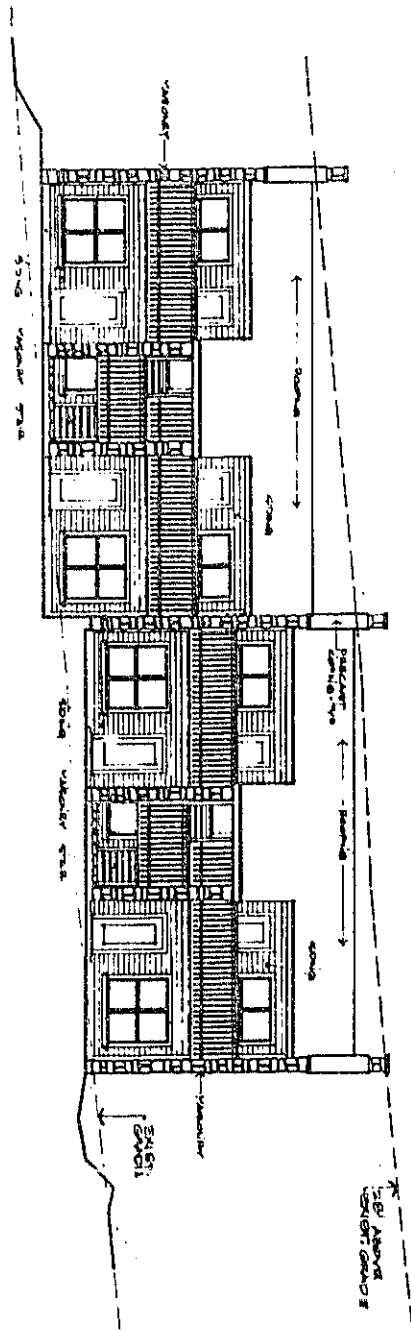
LEFT ELEVATION



RIGHT ELEVATION



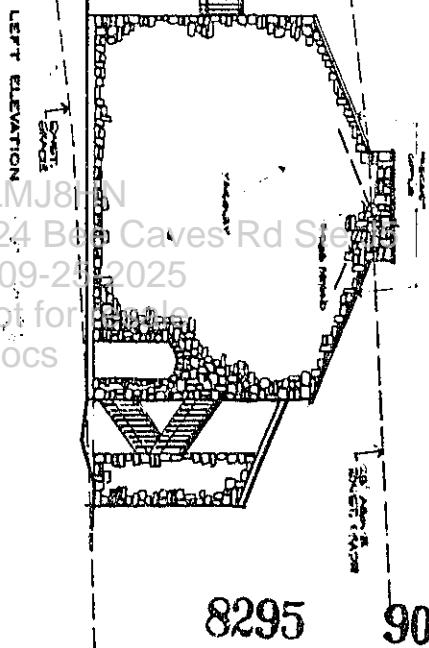
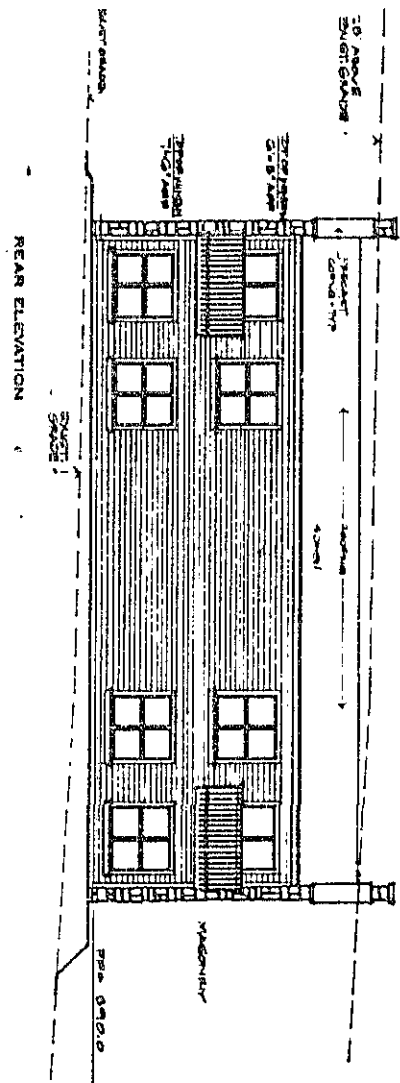
FRONT ELEVATION



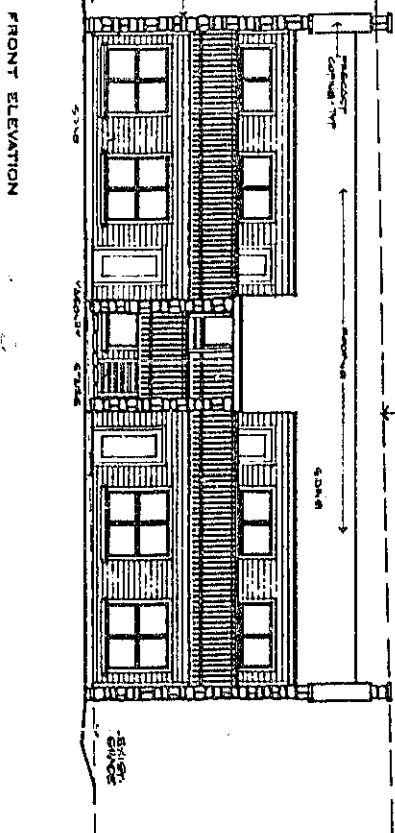
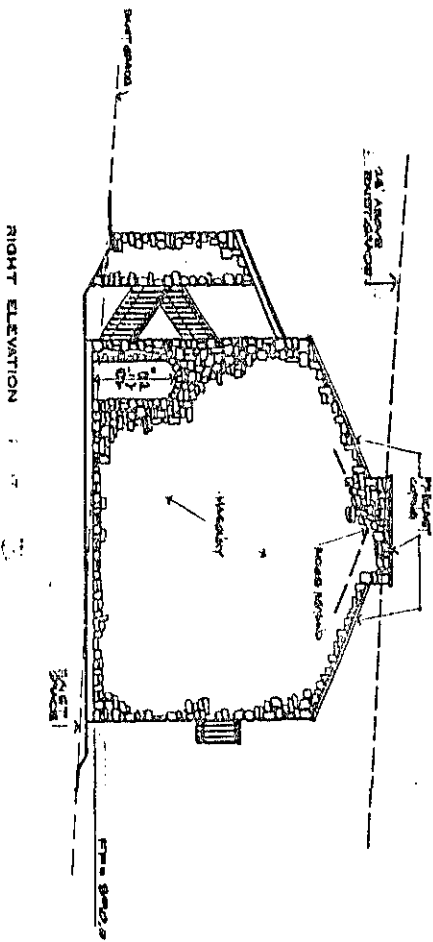
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Order: 2MFLMJ8
Address: 5524 Beechwood Rd St
Order Date: 09-25-2025
Document not for
HomeWiseDocs

8295 908



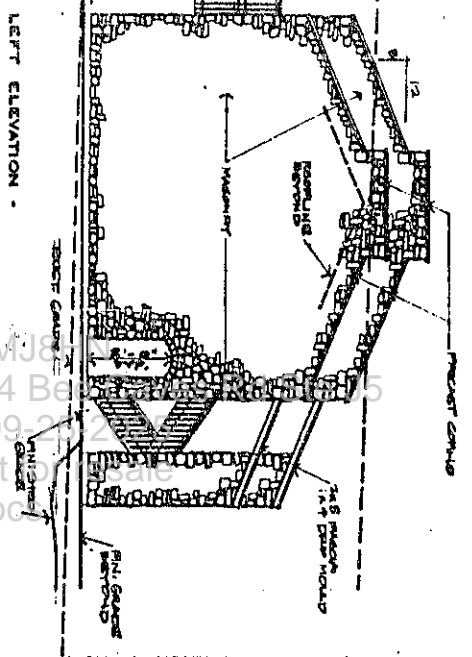
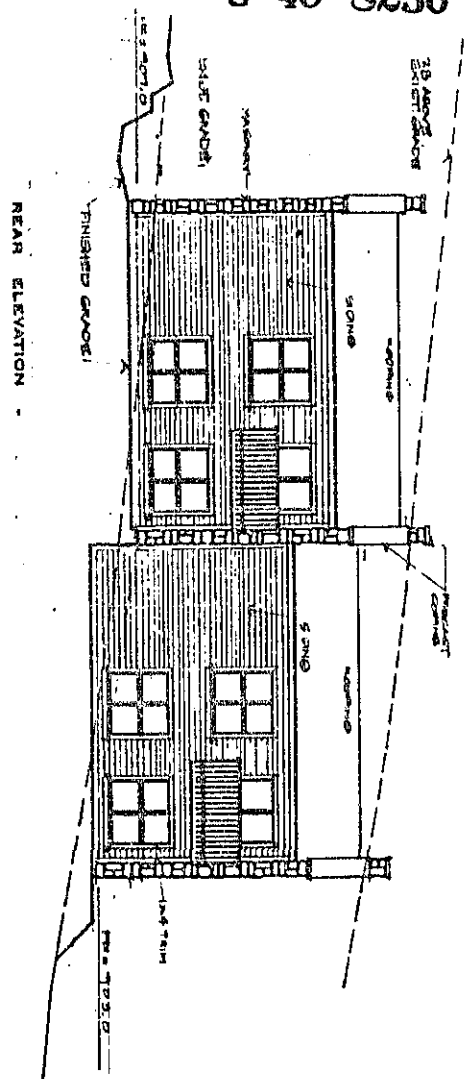
BUILDING C



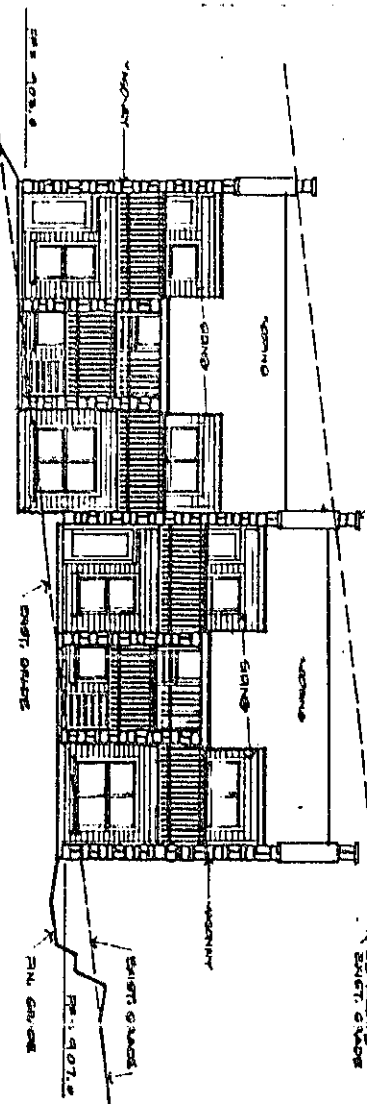
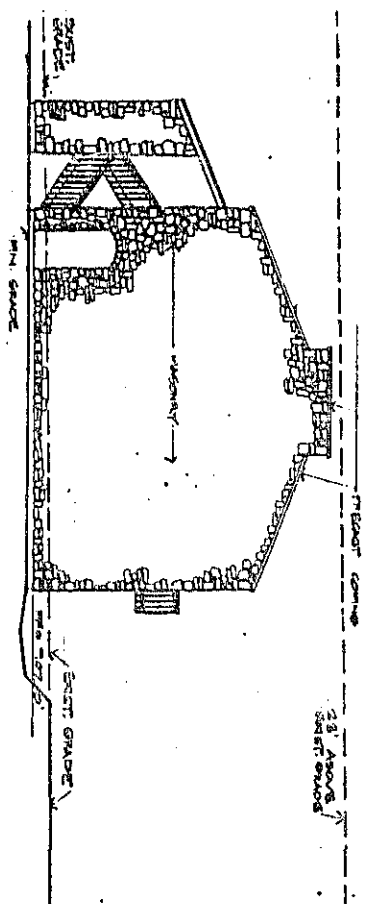
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Order: 2MFLMJ81N
Address: 5524 Bell Caves Rd Ste 100
Order Date: 09-24-2025
Document not for legal use
HomeWiseDocs

3 40 8250



BUILDING D

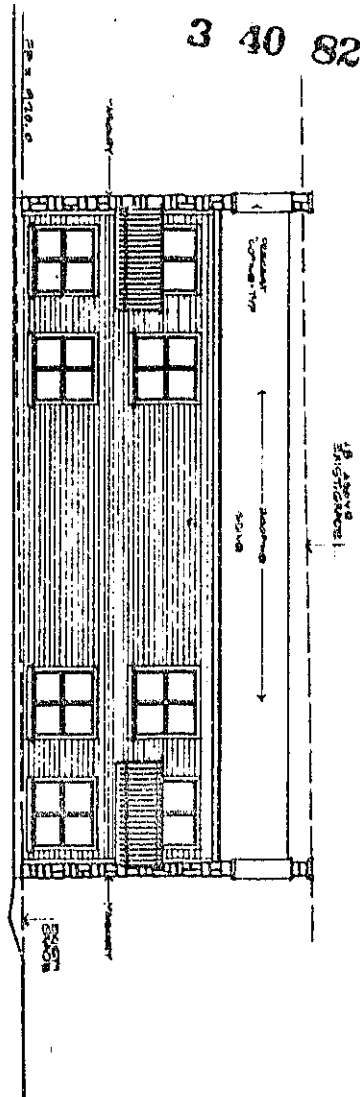


Scale: 1/16"=1'-0"

Order: 2MFLMJ
Address: 5524 B
Order Date: 09-22-2015
Document not for
HomeWiseDoc

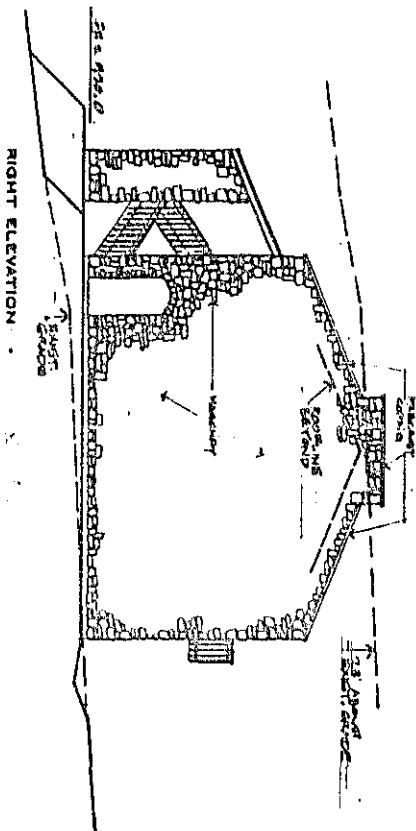
8295 910

3 40 8251

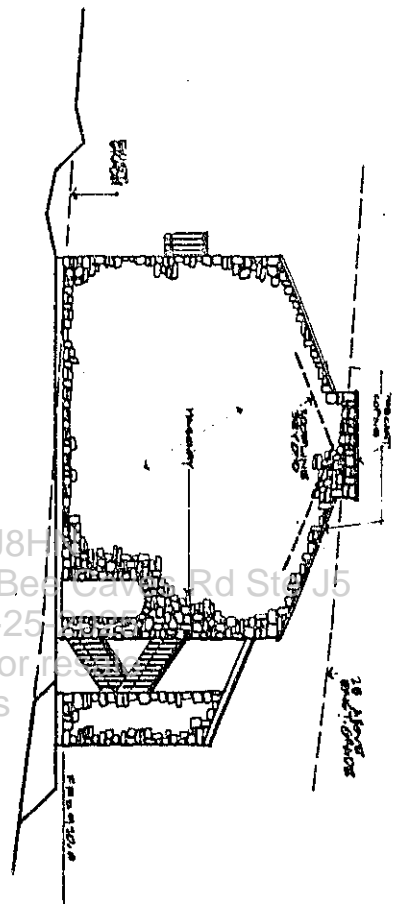


REAR ELEVATION

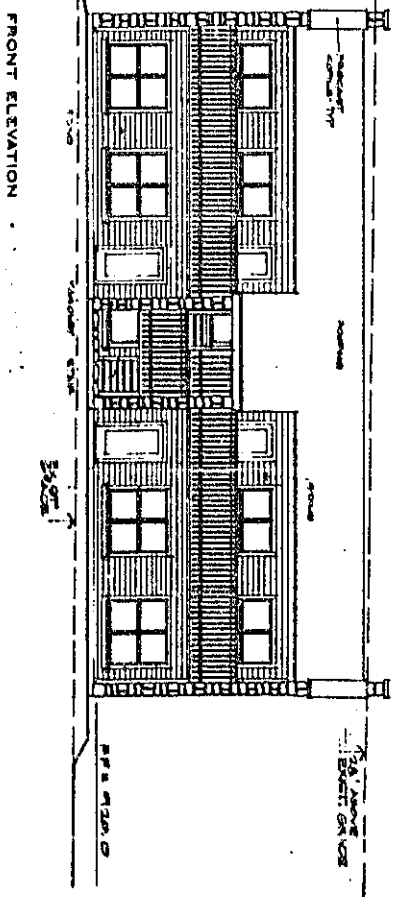
BUILDING E



RIGHT ELEVATION



LEFT ELEVATION

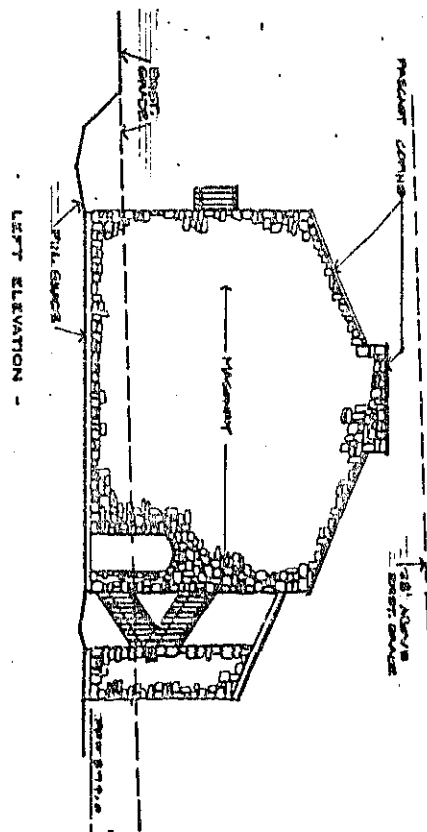
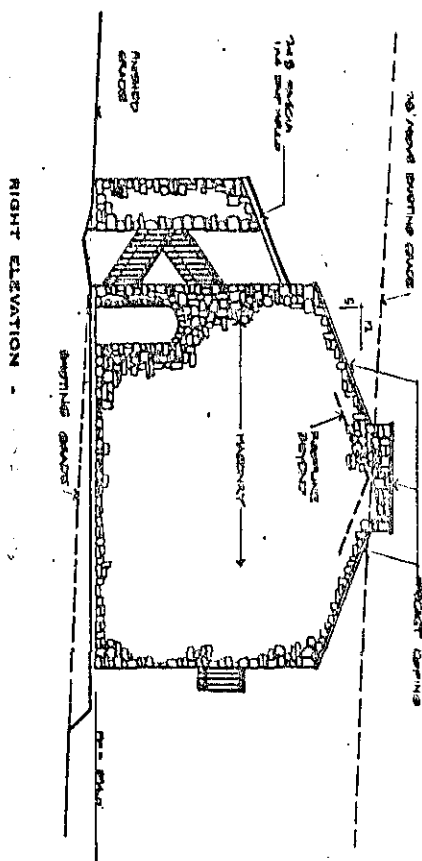


FRONT ELEVATION

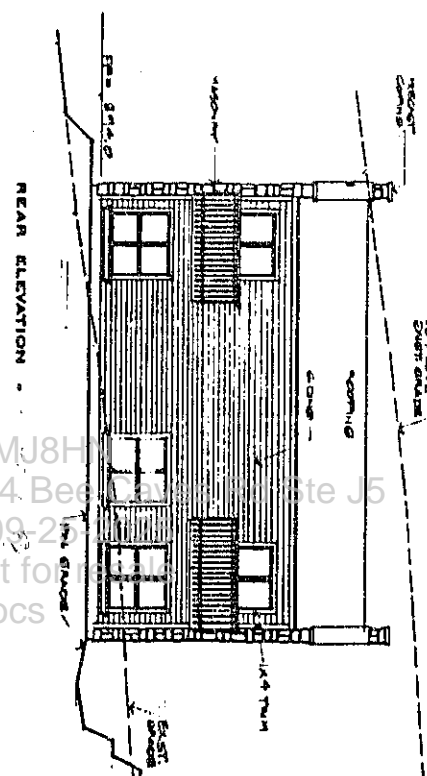
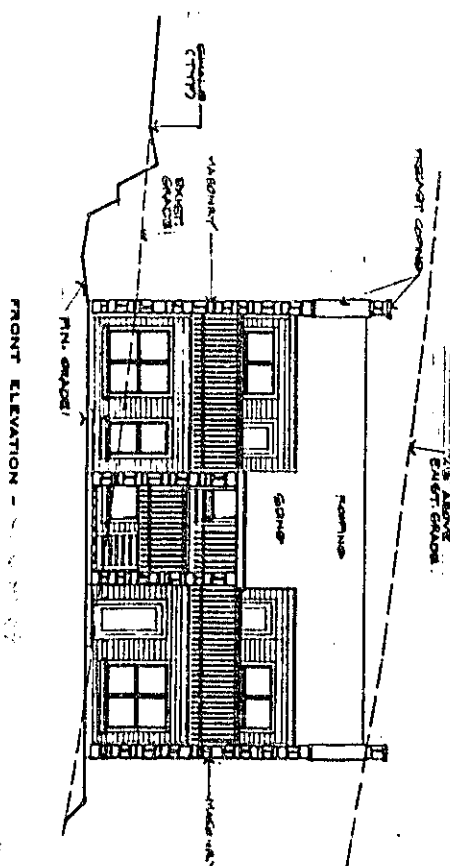
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Order: 2MFLMJ8H
Address: 5524 Bee Cave Rd Ste J5
Order Date: 09-25-2005
Document not for res
HomeWiseDocs

8295 911



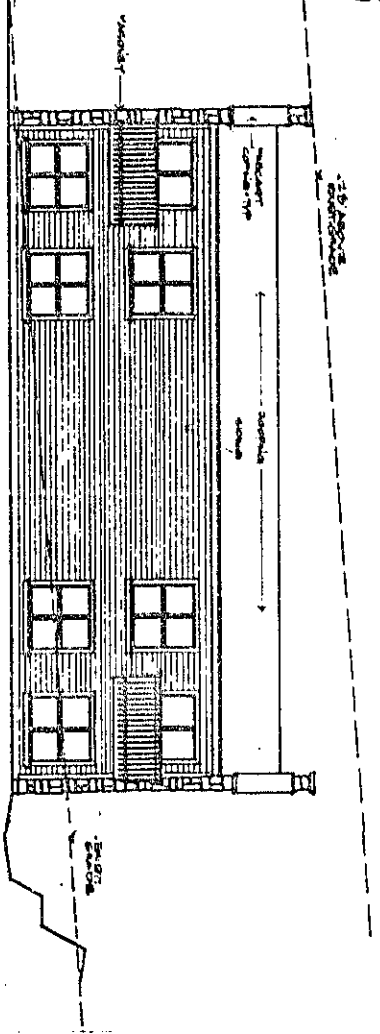
BUILDING F



Scale: 1/16"=1'-0"

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Address: 5524 Beechmont Ave J5
Order Date: 09-20-2011
Document not for resale
HomeWiseDocs

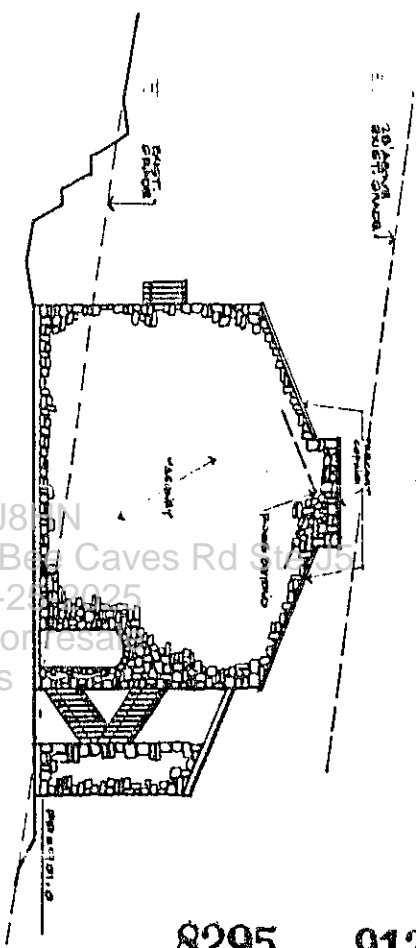
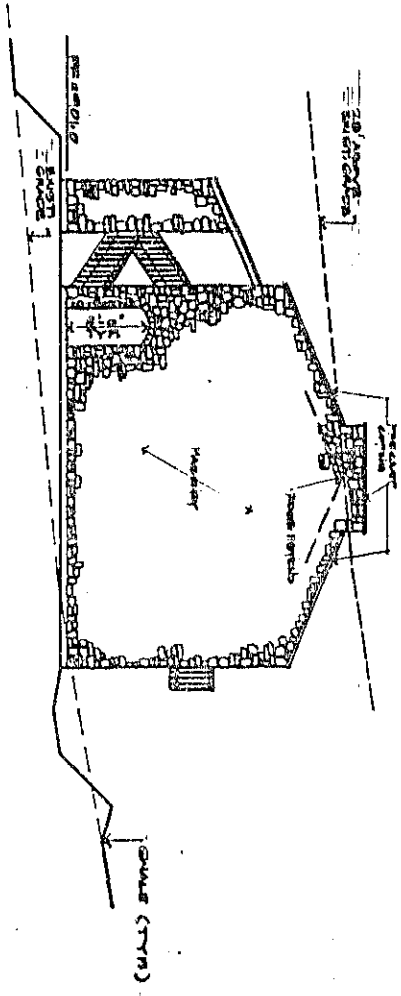
3 40 8253



REAR ELEVATION

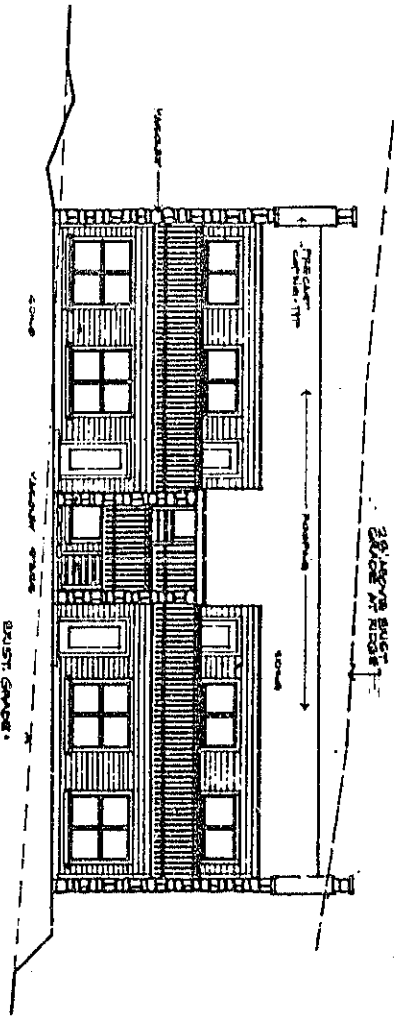
BUILDING G

RIGHT ELEVATION



LEFT ELEVATION

FRONT ELEVATION

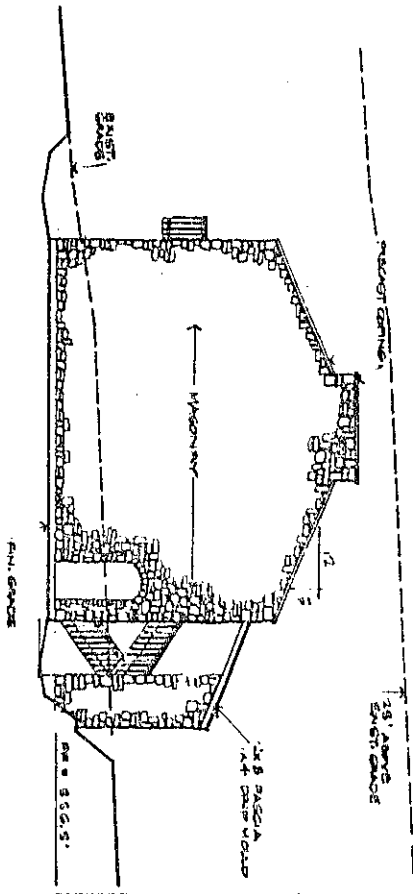


Order: 2MFLMJ8
Address: 5524 Bay Caves Rd
Order Date: 09-28-2025
Document not for resale
HomeWiseDocs

Scale: 1/16"=1'-0"

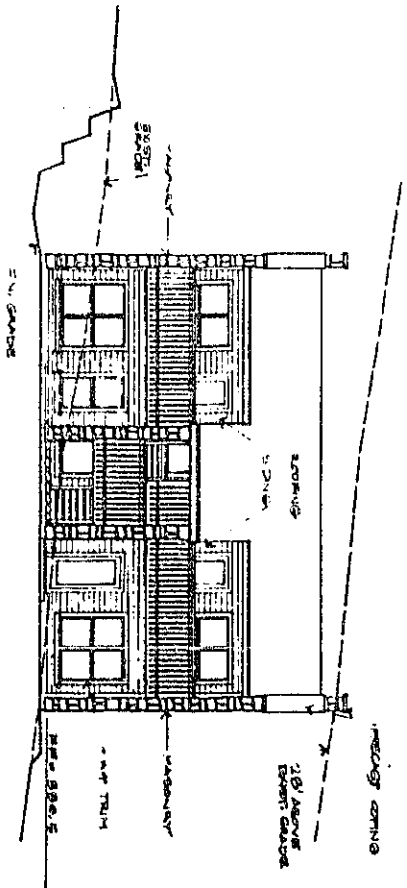
8295 913

LEFT ELEVATION -



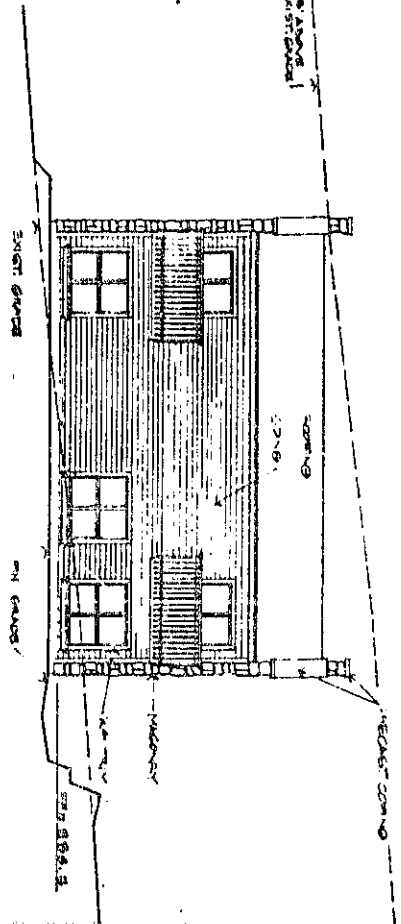
BUILDING H

FRONT ELEVATION -

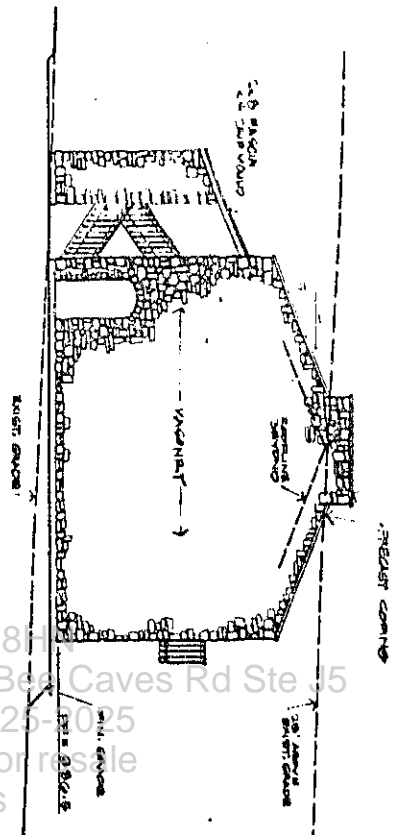


Scale: 1/16"=1'-0"

REAR ELEVATION -



RIGHT ELEVATION -

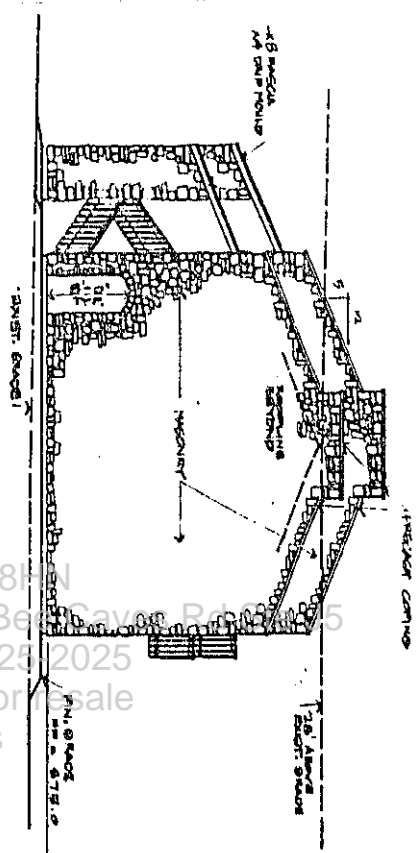


Order: 2MFLMJ81
Address: 5524 Bee Caves Rd Ste 35
Order Date: 09-25-2025
Document not for resale
HomeWiseDocs

Hand-drawn sketch of a two-story building, oriented vertically. The drawing includes the following labels and dimensions:

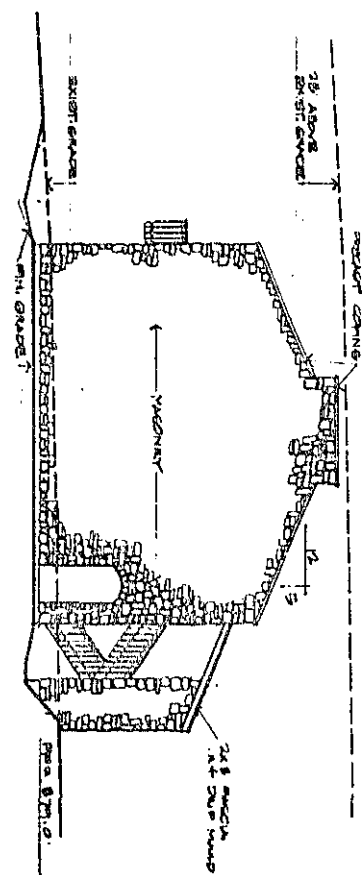
- Top Section:**
 - Left side: "FRONT" (vertical text)
 - Right side: "REAR" (vertical text)
 - Top edge: "FRONT PORCH" (horizontal text)
 - Bottom edge: "REAR PORCH" (horizontal text)
 - Dimensions: "24' 0\"/>
- Bottom Section:**
 - Left side: "FRONT" (vertical text)
 - Right side: "REAR" (vertical text)
 - Top edge: "FRONT PORCH" (horizontal text)
 - Bottom edge: "REAR PORCH" (horizontal text)
 - Dimensions: "24' 0\"/>
- Overall Dimensions:**
 - Left side: "24' 0\"/>
- Other Labels:**
 - "FRONT PORCH" (horizontal text, top left)
 - "REAR PORCH" (horizontal text, top right)
 - "FRONT PORCH" (horizontal text, bottom left)
 - "REAR PORCH" (horizontal text, bottom right)
 - "FRONT PORCH" (horizontal text, bottom left)
 - "REAR PORCH" (horizontal text, bottom right)

REAR ELEVATION -



BUILDING I

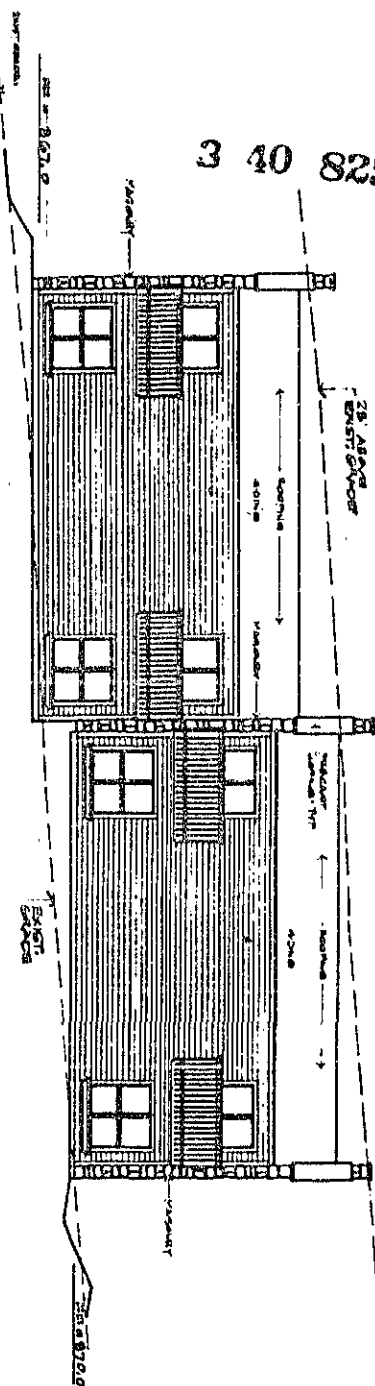
LEFT ELEVATION - 1437



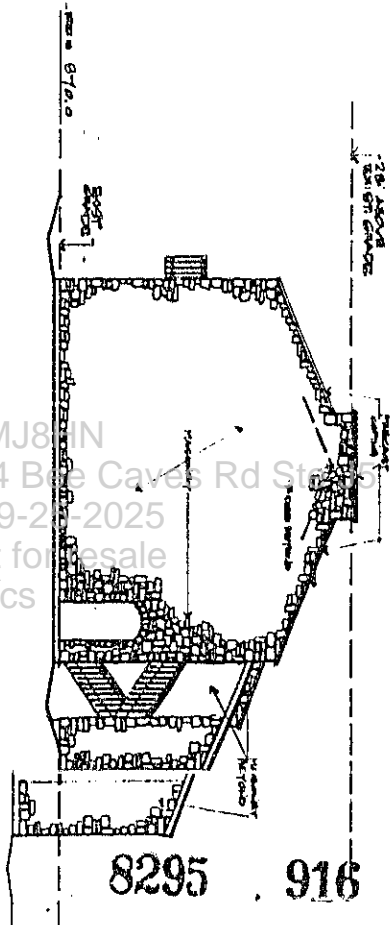
Scale: 1/16"=1'-0"

3 40 8256

REAR ELEVATION

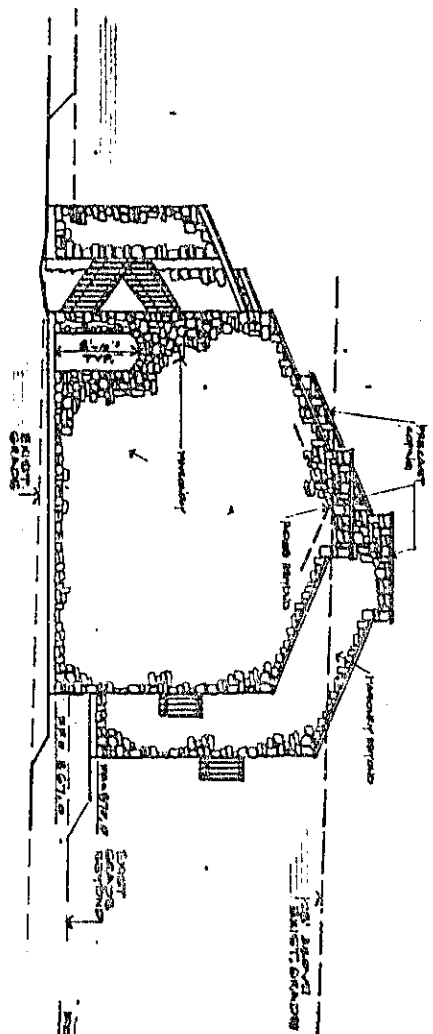


LEFT ELEVATION

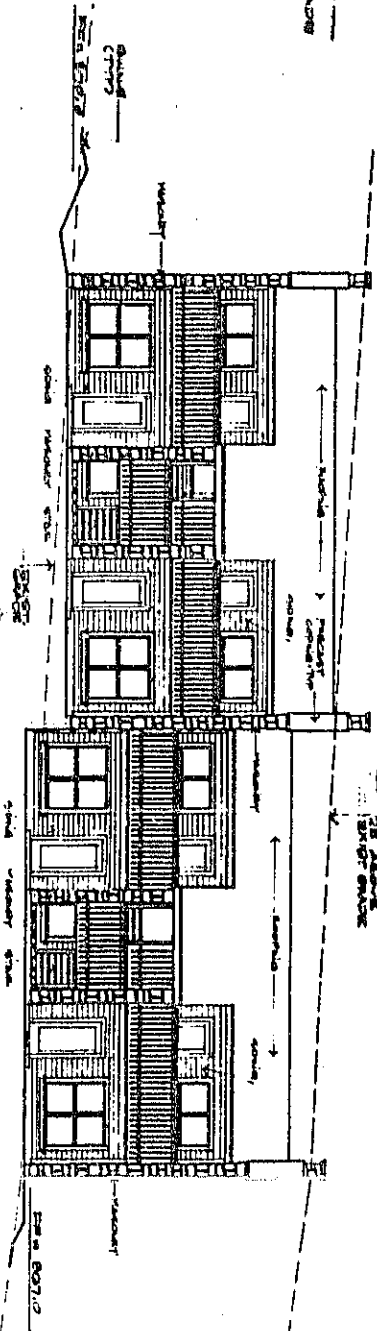


BUILDING J

RIGHT ELEVATION



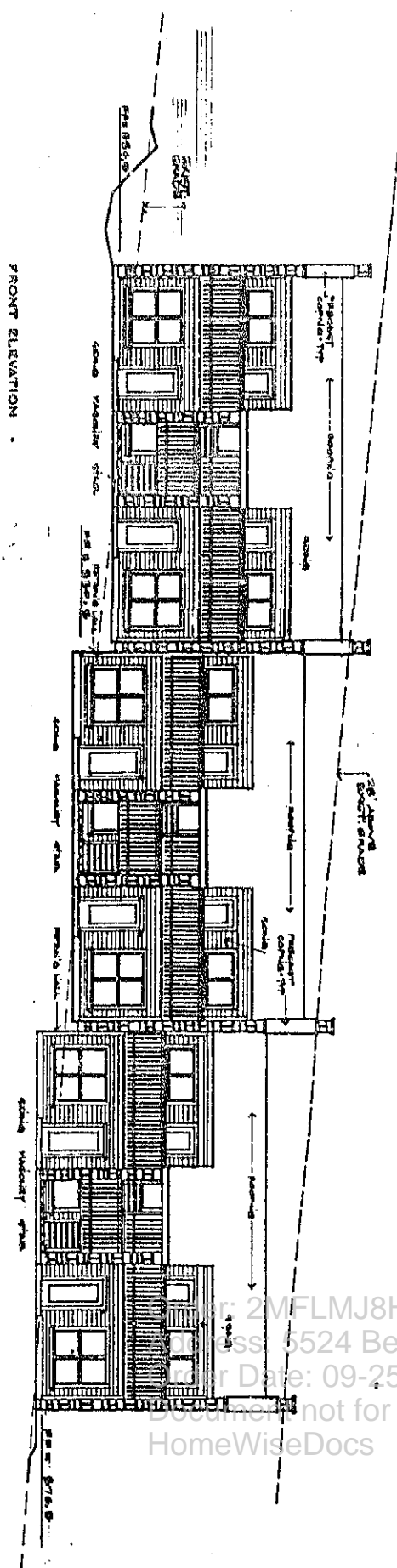
FRONT ELEVATION



Scale: 1/16"=1'-0"

Order: 2MFI MJ8 IN
Address: 5524 Bee Caves Rd Ste 100
Order Date: 09-21-2025
Document not for resale
HomeWiseDocs

BUILDING K

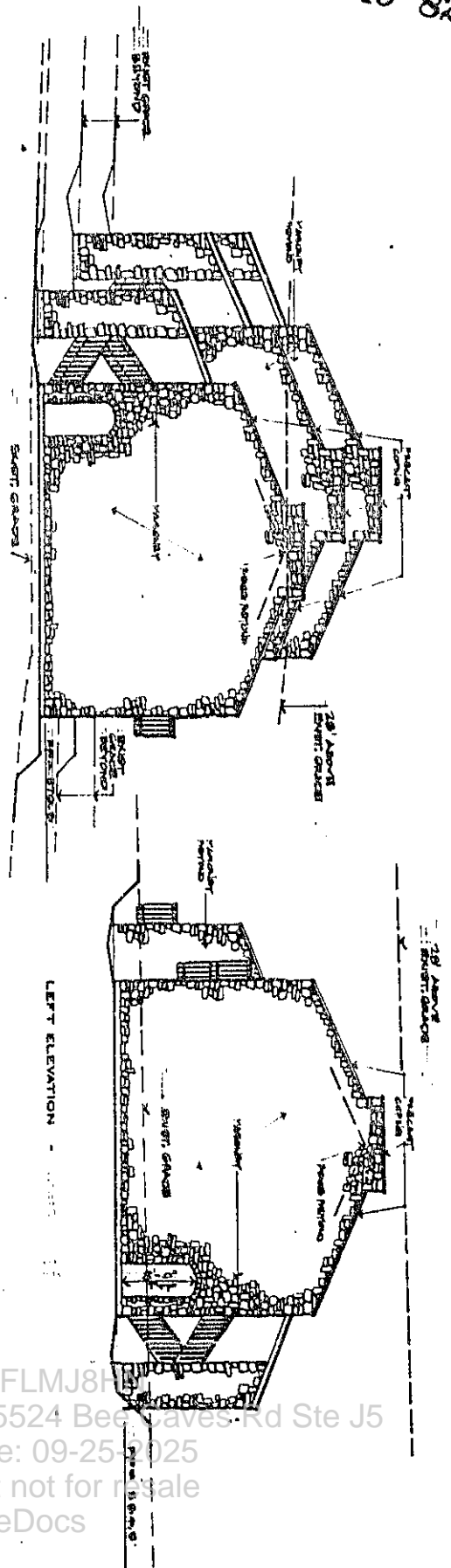


Scale: 1/16"=1'-0"

Order #: 2VFLMJ8HN
 Address: 5524 Bee Caves Rd Ste J5
 Order Date: 09-25-2025
 Document not for resale
 HomeWiseDocs

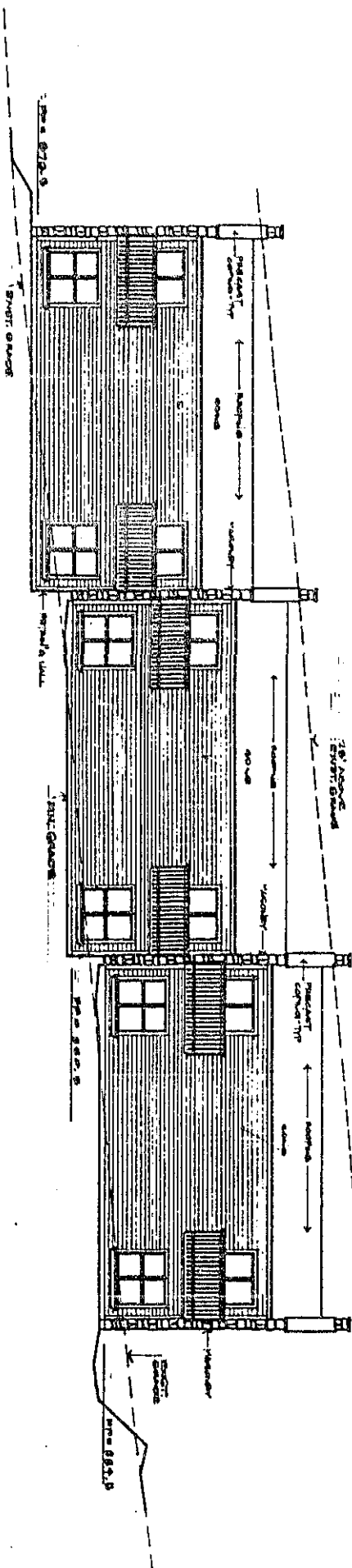
8295 917

3 40 8258



BUILDING K

REAR ELEVATION

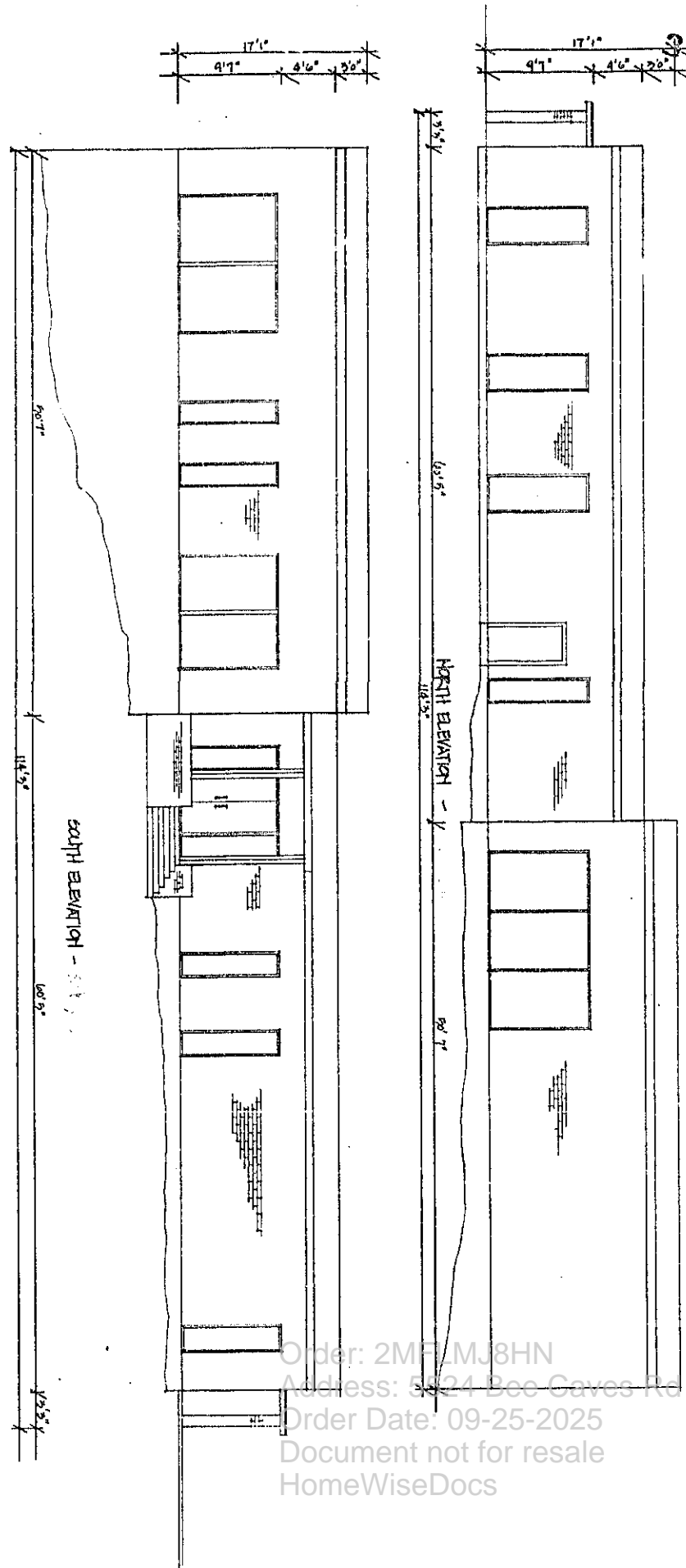


Scale: 1/16"=1'-0"

Order: 2MFLMJ8H
Address: 5524 Beechaves Rd Ste J5
Order Date: 09-25-2025
Document not for resale
HomeWiseDocs

40 8259

BUILDING L



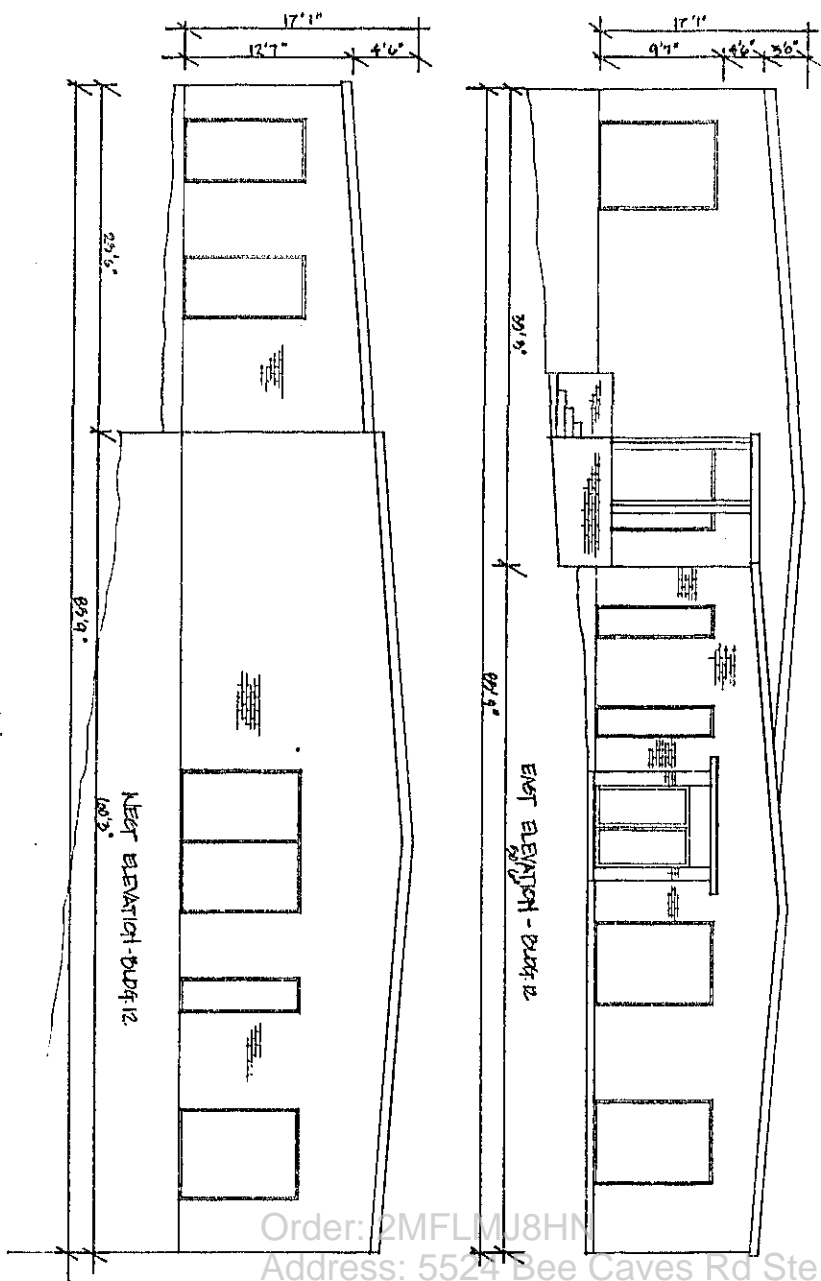
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Order: 2MF/MJ8HN
Address: 5524 Boo Caves Rd Ste J5
Order Date: 09-25-2025
Document not for resale
HomeWiseDocs

8295 , 919

2 40 8260

BUILDING L



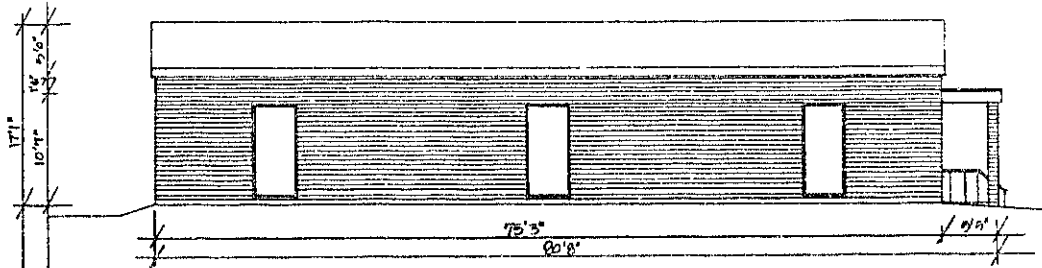
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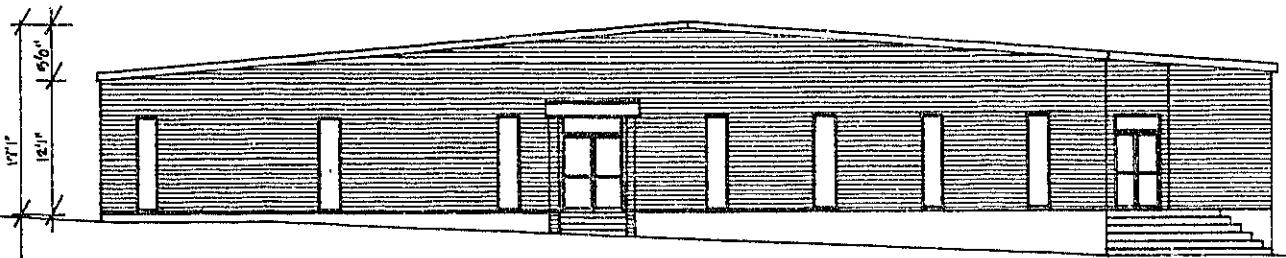
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BUILDING M

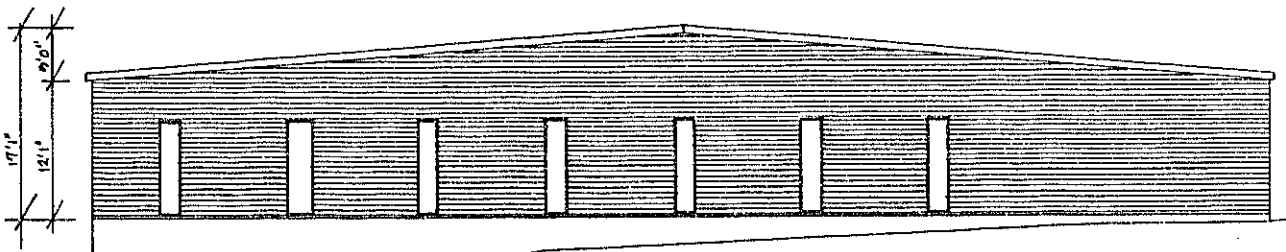
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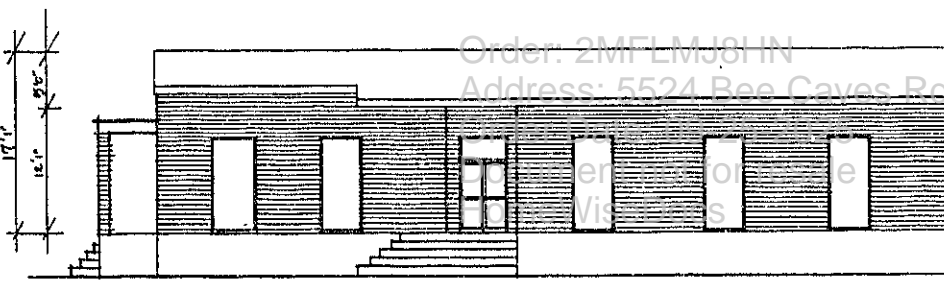
NORTH ELEVATION - BLDG. 13



WEST ELEVATION - BLDG. 13



EAST ELEVATION - BLDG. 13



SOUTH ELEVATION - BLDG. 13

Scale: 1/16"=1'-0"

Order: 2MFLMJ81 IN
Address: 5524 Bee Caves Rd Ste J5
Houston, Texas 77036
Phone: 281-415-1111
Fax: 281-415-1112
Internet: www.millerco.com
E-mail: info@millerco.com

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PROPOSED BY -LAWS

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EXHIBIT E

PROPOSED

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BY-LAWS OF

WESTLAND OFFICE PARK ASSOCIATION

Luce Musgrave Senter Properties, Inc., being the sole owner in fee simple of the project land and project property submitted to the provisions of the Condominium Act of the State of Texas, by the recordation of the Declaration to which these By-laws have been attached, as such sole owner does hereby adopt the following By-laws which shall govern the administration of such condominium regime as provided for in compliance with said Act.

ARTICLE I

NAME

This condominium regime and project shall be known and designated as "Westland Office Park".

ARTICLE II

DEFINITIONS

The definitions set out in the foregoing Declaration are adopted for the purposes of these By-laws.

ARTICLE III

OFFICES

1. Principal Office. The principal office of the Association shall be located in the County of Travis, State of Texas.

2. Other Offices. The Association may also have offices at such other places, within and without the State of Texas, as the Board of Directors may from time to time determine or as the business of the Association may require.

ARTICLE IV

MEMBERSHIP

1. Membership. The Members of the Association shall from time to time consist of and be limited to each person or entity who is then an Owner. Change of membership in the Association shall be established only when the following have been accomplished:

(a) An assignment or other instrument of transfer establishing a change in the record title to a Unit shall have been duly executed and recorded in the office of the County Clerk of Travis County, Texas; and,

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(b) The Owner transferring the Unit shall have notified the Board of Directors in writing of the name and address of the transferee and the nature of the transfer and the Unit transferred, as well as such other information relative to the transfer and transferee as the Board of Directors may reasonably request. Such notice shall also contain an executed or certified copy of the instrument of transfer.

The provisions of this paragraph shall not apply to sales of Units by the Developer.

The interest and proportionate share of each Member in the Association shall not be assigned, hypothecated or transferred in any manner whatsoever except as an appurtenance to a Unit.

2. Payment of Assessments. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against the Owner of and becomes a lien upon each Unit against which such assessments are made as provided in Article IV of the Declaration (incorporated herein and made a part hereof for all purposes).

3. Suspension of Membership. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the common facilities of such Member, his tenants, and each individual occupying such Unit owned by such Member, may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member, his tenants, and each individual occupying such Member's Unit, may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Elements and facilities, or for failure to meet any obligation imposed by the Declaration upon such Member, his tenants, or any individual occupying such Unit.

ARTICLE V

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Each Member, his tenants, and the individuals who occupy the Unit owned by such Member, shall be entitled to the use and enjoyment of the Common Elements and facilities in accordance with and subject to the terms and conditions set forth in the Declaration, the By-laws, and the rules and regulations adopted from time to time by the Board of Directors. The rights and privileges of any such tenant or other individual are subject to suspension to the same extent as those of the Member. Any Member may also delegate the aforementioned rights of enjoyment to his guests and invitees, subject to any applicable rules and regulations that may be adopted from time to time by the Board of Directors of the Association.

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ARTICLE VI

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BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

1. Number; Qualifications. The affairs of this Association shall be managed by a Board of Directors. The Board of Directors shall consist of not less than three (3) nor more than seven (7) members, the exact number to be fixed from time to time by the Owners of a majority of the Units. The initial Board of Directors shall consist of three (3) members. Directors need not be residents of the State of Texas. Members of the Board of Directors (other than the initial Board of Directors as specified in the Articles of Incorporation) shall be Owners. If an Owner is a partnership or corporation, any partner or officer thereof shall qualify as an Owner and may be a member of the Board.

2. Election; Term. The directors named in the Articles of Incorporation shall serve until the organizational meeting of the Members of the Association. At such organizational meeting, two (2) members of the Board of Directors shall be elected for a term of two (2) years and all other directors shall be elected for a term of one (1) year; and at the expiration of the initial term of office of each respective member, his successor shall be elected to serve a term of two (2) years. The Board members shall hold office for their respective terms and until their successors have been duly elected and hold their first meeting.

3. Death, Resignation and Removal; Filling Vacancies. Any director may resign at any time by giving written notice to the other directors, and any director may be removed from membership on the Board by the vote of a majority of the Owners and Developer, so long as Developer shall own a Unit. Any vacancy on the Board shall be filled by the other directors, provided that the Owners, acting at a meeting called within ten (10) days after the occurrence of the vacancy, may fill the vacancy.

4. Compensation. Directors shall serve without pay or compensation for their services as such, except that should Board members perform services and duties in connection with the operation and/or maintenance of the Project, they may receive reasonable compensation for such services on the same basis as any other person employed.

5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE VII

MEETINGS OF DIRECTORS

1. Place of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Texas.

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2. First Meeting. The first meeting of each newly elected Board of Directors shall be held at such time and place as shall be fixed by the vote of the Members of the Association at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, providing a quorum shall be present. In the event of the failure of the Members to fix the time and place of such first meeting of the newly elected Board of Directors, or in the event such meeting is not held at the time and place so fixed by the Members, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

3. Regular Meetings. Regular meetings of the Board of Directors (in addition to the first meeting provided in section 2 above) may be held without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should any day so fixed be a legal holiday, then the meeting shall be held at the same time on the next day not a legal holiday.

4. Special Meetings. Special meetings of the Board of Directors may be called by the President and shall be called by the Secretary on the written request of two members of the Board. Written notice of special meetings of the Board shall be given to each director at least three (3) days before the date of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

5. Quorum. A majority of the directors shall constitute a quorum for the transaction of business and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless a greater number is required by the Articles of Incorporation. If a quorum shall not be present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

ARTICLE VIII

NOMINATION AND ELECTION OF DIRECTORS

1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members in which directors are to be elected, to serve from the close of such annual meeting until the close of the next annual meeting in which directors are to be elected, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

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2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast as many votes as they are entitled to exercise.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. Powers. The business and affairs of the Association shall be managed by its Board of Directors, which may exercise all such powers as are not by law, the Articles of Incorporation or the By-laws directed or required to be exercised and done by the Members. The power and authority of the Board of Directors shall include, but shall not be limited to, all powers, duties and authority vested in or delegated to the Board of Directors in the Declaration.

2. Duties. It shall be the duty of the Board of Directors

(a) to keep all books and records of the Association in accordance with good accounting procedures and to have such books and records audited at least once a year by an auditor outside the Association;

(b) to supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration,

(i) to fix the amount of the annual assessment against each Unit in advance of each annual assessment period, as provided in Article IV of the Declaration, and

(ii) to send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(d) to issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) to procure and maintain adequate liability and hazard insurance on property owned by the Association and to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess all Units in proportionate amounts to cover the deficiency;

(f) to procure and maintain adequate fidelity coverage to protect against dishonest acts by officers, directors, trustees and other employees of the Association having fiscal responsibilities and all others who are responsible for handling funds of the Association.

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(g) to cause the Common Elements to be maintained; and

(h) to perform any and all other duties and exercise any and all other powers specified in either the Declaration or the Articles of Incorporation.

3. Limitation. The Board's powers and duties hereinabove enumerated shall be limited in that the Board shall not have the authority to acquire and pay for any structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of the Declaration) requiring any expenditure in excess of Ten Thousand Dollars (\$10,000.00) (exclusive of any insurance proceeds applied to such alterations, additions, improvements, or repair of damages), without in each case the prior approval of the Members entitled to cast a majority of the votes in the Association.

ARTICLE X

COMMITTEES

The Board of Directors, by resolution adopted by a majority of the Board, may designate two (2) or more Members of the Association to constitute special committees, which committees, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors within its field of responsibility except when the action of the Board of Directors is required by statute. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board. The committees shall keep regular minutes of their proceedings and report the same to the Board when required.

ARTICLE XI

MEETINGS OF MEMBERS

1. Place of Meetings. Meetings of the Members shall be held at the offices of the Association, in Travis County, Texas, or at such other location within or without the State of Texas as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

2. Annual Meeting. A regular annual meeting of the Members shall be held on the first Tuesday of October in each year commencing with the year 1984. The date of the annual meeting may be changed from time to time by resolution duly adopted by the Board of Directors or the Association.

3. Special Meetings. Special meetings of the Members shall be called by the Secretary upon written request of (a) two (2) members of the Board of Directors, or (b) Members entitled to cast one-fourth (1/4th) of the votes in the Association.

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4. Notice. Written notice of the organization meeting, each annual meeting, and each special meeting of the Members, specifying the date, hour and place of the meeting, shall be delivered to each Owner (and, upon request to each Mortgagee, which shall be permitted to designate a representative to attend all such meetings) not less than ten (10) nor more than fifty (50) days prior to the date fixed for said meeting. Notices of special meetings shall in addition specify the general nature of the business to be transacted at the meeting.

5. Purposes. Business transacted at any special meeting shall be confined to the purposes stated in the notice thereof.

6. Quorum. The presence at any meeting of Members entitled to cast a majority of the votes in the Association, represented in person or by proxy, shall constitute a quorum. If a quorum is not present at any meeting, the Members present, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all the Members in accordance with the provisions of section 4 of this Article XI, and at that meeting the presence of Members entitled to cast one-third (1/3rd) of the votes in the Association shall constitute a quorum. If a quorum is not present at the second meeting, the Members present, though less than a quorum, may again adjourn the meeting to a later date and give notice thereof to all Members in accordance with the provisions of section 4 of this Article XI and at the third meeting whatever Members are present shall constitute a quorum.

7. Majority Vote. The vote of Members entitled to cast a majority of the votes thus represented at a meeting at which a quorum is present shall be the act of the Members meeting, unless the vote of a greater number is required by law, the Declaration, the Articles of Incorporation, or these By-laws.

8. Voting Rights. Each Member may cast as many votes as he is entitled to exercise under the terms and provisions of the Articles of Incorporation on each matter submitted to a vote at a meeting of the Members, except to the extent that the voting rights of any Member have been suspended in accordance with these By-laws. Whenever there is more than one record Owner of a Unit, any or all of the record Owners may attend the meeting but only one of such record Owners shall cast the vote of all (by agreement among such record Owners).

9. Proxies. Any Member may attend and vote at any meeting of Members in person or by an agent duly appointed by an instrument in writing signed by the Member and filed with the Board of Directors. Whenever there is more than one (1) record Owner of a Unit, any designation of an agent to act for such record Owners must be signed by all such record Owners. Any designation of an agent to act for a Member may be revoked at any time by written notice to the Board of Directors and shall be deemed revoked when the Board shall receive actual notice of the death or judicially declared incompetency of such Member or of the conveyance by such Member of his Unit. Upon the death of a Member, the legal representative of the Member's estate shall have the right to vote for that Member and the legally appointed guardian of a Member who has been judicially declared to be incompetent shall have the right to vote for such Member.

10. List of Members. The officer or agent having charge of the corporate books shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Association and shall be subject to inspection by any Member at any time during the usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting.

11. Record Date. The Board of Directors may fix in advance a date, not exceeding fifty (50) days preceding the date of any meeting of Members, as a record date for the determination of the Members entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, and in such case such Members and only such Members as shall be Members of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, notwithstanding any change of membership on the books of the Association after any such record date fixed as aforesaid.

12. Action Without Meeting. Any action required by the statutes to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Members entitled to vote with respect to the subject matter thereof.

ARTICLE XII

NOTICES

1. Delivery. Any notice to a director or Member shall be in writing and delivered personally or mailed to the director or Member addressed to the director or Member at his Unit in the Project, or at such other address as may be given in writing to the Board of Directors by the director or Member. Notice by mail shall be deemed to be given at the time when deposited in the United States Mail addressed to the Member or director, with postage thereon prepaid. Notice to directors may also be given by telegram, and shall be deemed to be given when given to the telegraph company.

2. Waivers. Whenever any notice is required to be given to any Member or director by law, the Declaration, the Articles of Incorporation, or the By-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

3. Attendance at Meetings. Attendance of any Member or director at a meeting shall constitute a waiver of notice of such meeting, except when a director attends a 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.

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ARTICLE XIII

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OFFICERS AND THEIR DUTIES

1. Enumeration of Officers. The officers of the Association shall be a president (who shall at all times be a member of the Board of Directors), a vice president, a secretary, and a treasurer, and such other officers at the Board may from time to time by resolution create.

2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

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

6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to section 4 of this Article XIII.

8. Duties. The duties of the officers are as follows:

President

(a) The president shall be the chief executive officer of the Association, shall preside at all meetings of the Members and the Board of Directors, shall have general and active management of business of the Association, and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall execute bonds, mortgages and other contracts, unless and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association.

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Vice President

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(b) The vice president, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president. He shall perform such other duties and have such other powers as the Board of Directors shall prescribe.

Secretary

(c) The secretary shall attend all meetings of the Board of Directors and all meetings of the Members and record all the proceedings of the meetings of the Association and the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he shall be.

Treasurer

(d) The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

(e) The treasurer shall disburse the funds of the Association as may be authorized by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and the Board of Directors at its regular meetings or when the Board of Directors so requires an account of all his transactions as treasurer and of the financial condition of the Association.

(f) If required by the Board of Directors, the treasurer shall, at the expense of the Association, give the Association a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Association, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association.

(g) The treasurer shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare (i) an annual budget and (ii) a statement of income and expenditures, to be presented to the membership at its regular annual meeting, a copy of each of which shall be made available to each Member upon request.

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ARTICLE XIV

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BOOKS AND RECORDS

The Declaration, the Articles of Incorporation, the By-laws, and the books, records and financial statements of the Association shall at all times, upon request during normal business hours and under other reasonable circumstances, be subject to inspection by any Member. Copies of the Declaration, the Articles of Incorporation and the By-laws of the Association may be purchased at reasonable cost at the principal office of the Association.

ARTICLE XV

NO CORPORATE SEAL REQUIRED

It shall not be necessary that a corporate seal be affixed to any document executed by an appropriate officer of the Association in order for such document to be a valid document.

ARTICLE XVI

AMENDMENTS

These By-laws may be amended, at a regular or special meeting of the Members or directors, by a vote of the Members or directors, as the case may be, entitled to cast a majority of the votes of a quorum of the Members or directors present in person or by the Members present by proxy; provided, however, that no amendment shall be made which would cause these By-laws to be in conflict with the terms or provisions of the Declaration.

ARTICLE XVII

CONFLICTS

In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles of Incorporation shall control, and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

ARTICLE XVIII

FISCAL YEAR

The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

STATE OF TEXAS

COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as stamp hereon by me, on

OCT 17 1983



Doris Angeline
COUNTY CLERK
TRAVIS COUNTY, TEXAS -70-

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TRAVIS COUNTY, TEXAS

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