

Julie Alexander Law PC

WWW.TEXASCONDOLAW.COM
1700 E. 2ND STREET, SUITE 200
AUSTIN, TEXAS 78702

July 10, 2023

Dear Buyers:

Congratulations on your purchase of a condominium unit at the 1901 Cerca Domain Condominiums. Julie Alexander Law PC represented the Declarant/Seller in the formation of the 1901 Cerca Domain Condominiums, including the incorporation of the non-profit corporation that serves as the homeowner's association, the 1901 Cerca Domain Condominium Association ("Association"). This letter is intended to help you operate and maintain the Association.

Julie Alexander Law, PC does not represent the Association, and if needed, the Association should seek independent counsel. The information below is provided a courtesy to the Association and is not intended as legal advice. Upon your purchase of a unit, you became a member in the Association. Each member of the Association shares the responsibility to ensure that the Association operates in good standing. This letter contains the following attachments, as further explained below:

1. **Condominium Information Statement**
2. **Declaration of Condominium Regime**
3. **Condominium Plat**
4. **Acknowledgement of Filing, Certificate of Filing, and Certificate of Formation of the Association**
5. **Bylaws**
6. **Rules and Regulations**
7. **UWC for Organizational Meeting**
8. **Management Certificate**
9. **Resignation of Officers**

The following items are the responsibility of the purchasers and new members of the Association:

10. **Appointment of New Officers** - As the initial officers of the Association will be or have resigned, the Association will need to elect new officers. The Association may use the proposed Unanimous Written Consent for election of new officers, or any other allowable means. *The President and Secretary shall not be the same person.* Unanimous Written Consents should remain with the Association documents.

- 11. Texas Comptroller Letter and WebFile Number** - Every year the Association will be required to file a Public Information Report and No Tax Due Franchise Tax Return, in order to avoid a forfeiture of the Association by the Texas Secretary of State. Please see below for more detailed information on how to complete filings.
- 12. Texas Comptroller Application for Exemption** – As a non-profit corporation, the Texas Comptroller requires paperwork to be filed to exempt the Association from the Texas franchise tax. Once both Units have been sold from the Declarant, the Association will need to complete and file the “Application for Exemption – Homeowner’s Association,” which may be found at: <http://www.window.state.tx.us/taxinfo/taxforms/ap-206.pdf>. We have started the application for you. More information may be found at <http://www.window.state.tx.us/taxinfo/exempt/#apply>.
- 13. Proposed Management Certificate** - A new Management Certificate must be recorded with the County Clerk where the property is located, not later than the 30th day after the date the Association has notice of a change in any information contained in a recorded certificate (i.e. election of new Association President, see Texas Property Code Section 82.116). We have attached a proposed Management Certificate, which the Association may elect to use.
- 14. EIN.** The EIN for the Association is included as Item 14.

Information regarding Association Insurance

Information regarding the Association insurance may be found in the Condominium Information Statement and Declaration. Each Unit Owner shall maintain individual policies of fire and extended coverage insurance on their respective Units, and each Owner shall be obligated to pay his or her insurance premiums for such coverage. Each Owner shall additionally maintain a general liability insurance policy, including medical payments insurance, in an amount not less than \$500,000.00, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of his or her Unit.

The Declarant has bound on behalf of the Association a liability policy of insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate. This policy of insurance is different than your homeowner’s insurance, as the named insured is the Association, and it covers liability on the common elements. Your homeowner’s insurance may include liability for occurrences within your unit and works in conjunction with the Association’s liability policy. This policy is required by the Texas Property Code Section 82.111, which states, “the association shall maintain...commercial general liability insurance, including medial payments insurance...covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common elements.” The purpose of this policy is to protect the Association and Owners even if an individual homeowner’s insurance policy does not cover a liability.

The Declarant/Seller has bound the Association’s liability insurance policy and has paid for the first year of the policy. The Owners may evaluate and make changes to Association’s policy, coverage, premium and carriers at any time and should do so annually prior to the renewal of the policy.

Information regarding Property Taxes

The Travis Central Appraisal District (www.traviscad.org) (“TCAD”) is the governmental agency that will be responsible for appraising the value of your condominium unit. TCAD appraises properties as of the 1st of January each year. Therefore, in your first partial year of ownership, the property taxes have already been assessed. In subsequent years, TCAD should assess your condominium unit separately and send a bill directly to you.

For your year of purchase, the notice of appraised value and property tax bill will be mailed to the owner of record as of January 1st, which will be the Seller. If you are responsible for paying property taxes for your year of purchase (for example, if pro-rated property taxes for your year of purchase were not paid to Seller at closing), we encourage you to contact TCAD or the Travis County Tax Office to obtain a copy of the appraisal (in March or April) and property tax bill (by October 31st), so that you may timely make payment due prior to January 31st of the year following your purchase. Copies of your tax statement and online payment of your property taxes may be completed at the Travis County Tax Office (<https://tax-office.traviscountytexas.gov/>).

If the actual amount of property taxes for the year of purchase is higher or lower than estimated at closing, you will be responsible for contacting the title company closing the transaction and Seller to settle any discrepancies.

Texas Comptroller Filing Requirements – May 15th of every year

By **May 15th** of every year, the Association will be required to file a Public Information Report and No Tax Due Franchise Tax Return with the Comptroller’s office. As the Association is a non-profit corporation, no taxes will be due but zero dollar returns must be filed.

If the May 15th deadline is missed, the Comptroller will assess a \$50 late fee. If the filings are not made within 120 days, the entity will be forfeited with the Texas Secretary of State and will need to be reinstated. More information about these required filings may be obtained at <http://www.window.state.tx.us/taxinfo/franchise/index.html>.

Using the WebFile Number, an online account may be set up by the Association, which will allow convenient online filings of these reports and returns.

Instructions for Filing your No Tax Due Franchise Tax Report Online:

- Navigate to <https://comptroller.texas.gov/>
- Scroll down and click on the webfile esystems login
- If you don’t have an account, you will need to create one
- Click on webfile/pay taxes and fees
- Click on add taxpayer access
- Enter 11-digit taxpayer number: this can be found in the top right corner of the letter you recently received notifying you of your franchise tax report being due, or in your letter to purchaser (Item 11 of this letter)
- When it takes you to the next screen, click on the Franchise Tax link underneath Available Taxes/Fees

- Enter the Webfile number from the top right corner of the letter (Item 11 of this letter)
- Click on “I agree” box and then continue. You will get the message that your access rights have been stored. (This will allow you to file again more easily next year.) Click on Continue.
- Click on the Franchise Tax link under Assigned Taxes/Fees
- Under Webfile/Pay, click on the small circle next to “File a No Tax Due Information Report.” Click on Continue at the bottom.
- Select “Annual Report [for year to be filed]” and click Continue. Click Continue again on the next screen.
- Specific Questions for return and report:
 - Is this the reporting entity of a combined group? No
 - Do any of the entities in the combined group have a temporary business loss preserved? No
 - Will your total revenue be adjusted for the Tiered Partnership Election? No
 - NAICS Code: 813990
 - Accounting year: Jan. 1st through December 31 of the year to be filed
 - Is this a passive entity as defined in Chapter 171 of the Texas Tax Code? No
 - Is this entity’s annualized total revenue below the no tax due threshold? Yes
 - Does the entity have zero Texas gross receipts? Yes
 - Is this entity a Real Estate Investment Trust...? No
 - Is this entity a new veteran-owned business...? No
 - Total Revenue: \$0
- Leave the mailing address as is on the next screen. Click continue
- Principal Office: Your property address, plus Unit number or letter
- Principal place of business: Your property address, plus Unit number or letter
- Officers, Directors, Managers, Member: This will be each person who owns a unit in the Association. Other than the name and address, answer the questions as follows:
 - Title: Member
 - Director: No
 - Term expiration date: N/A
- When you have finished filling it out for the first individual, click on the “add another” button to add the second person. Repeat until all individuals have been added. NOTE: if the owners/members do not use the condo address as their permanent address, it's okay to use an out-of-state address for this.
- If the “owned entities” or “owned by corporation” dialogue boxes self-populate, remove any words.
- Registered Agent: leave as is
- Click on the bubble in the Declaration Statement, then click Continue.
- Review all information on the following page. If no edits need to be made, click Submit Report.
- Save page for your records and with the Association documents.

Association Bank Account

The Association may open a bank account. The Unanimous Written Consent for Organizational Meeting authorizes any officer or member to open an account with two (2) persons, who shall be owners of separate units, jointly authorized to write checks on such account. To open an account, banks and credit unions typically require the Certificate of Formation for the Association, Unanimous Written Consent for

Organizational Meeting and EIN. However, please check with your preferred bank or credit union to see if they require additional documentation.

Additional Documentation

Any changes to the Association structure, condominium documents, officers, budget (as contained in the CIS) or insurance policies should be documented and retained in the Association's records. The Association may be required to file additional documents with the Texas Comptroller and the Texas Secretary of State, as requested by these agencies. The Association should also hold annual meetings in order to maintain the corporate formalities and consult with a CPA regarding any state and federal tax filings.

All the best –

Julie Alexander, Attorney

Item 1

**Condominium Information
Statement**

CONDOMINIUM INFORMATION STATEMENT

1901 Cerca Domain Condominiums 1901 Albury Cove, Austin, Texas 78758

1. The Declarant is Albury Cove Condos LLC, a Texas limited liability company, located at 5900 Balcones Drive, Suite 100, Austin, Texas 78731.
2. The Condominium is called 1901 Cerca Domain Condominiums (“Condominiums”), and is located at 1901 Albury Cove, Austin, Texas 78758, otherwise known as, Lot 6, Block C, of Amended Plat of the Village at Walnut Creek Phase 1 Section 1, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 83, Page 198D of the Plat Records of Travis County, Texas. The Association managing the Condominiums is the 1901 Cerca Domain Condominium Association with a principal mailing address of 1901 Albury Cove, Austin, Texas 78758, Unit A.
3. The Condominium consists of four (4) Units within one (1) building, and there shall be a maximum of four (4) Units. The Units shall respectively be known as Unit A, Unit B, Unit C and Unit D.

Unit A is located on the property, as indicated on Exhibit E of the Declaration.

Unit B is located on the property, as indicated on Exhibit E of the Declaration.

Unit C is located on the property, as indicated on Exhibit E of the Declaration.

Unit D is located on the property, as indicated on Exhibit E of the Declaration.

The Units may be used for residential purposes only. There will be no additional Units.

4. Declarant is reserving no development rights.
5. Attached are copies of the Declaration of Condominium Regime for the 1901 Cerca Domain Condominiums (“Declaration”), the Certificate of Formation of the 1901 Cerca Domain Condominium Association (“Association”), the Bylaws of the Association, the Rules and Regulations of the Association, and amendments to any of them.
6. A projected budget for the Master Association is attached as **Exhibit A**, incorporated herein for all purposes. The budget has taken into consideration the physical condition of the Condominiums and is based on reasonable assumptions and beliefs to the best of the Declarant’s knowledge.
7. Other than those matters shown on Exhibit D and Exhibit E of the Declaration, the Declarant is not aware of any other liens, leases or encumbrances of record that will affect title to the Condominium Units after closing.

8. There are no written warranties provided by the Declarant. Declarant specifically disclaims any other warranties, express or implied.
9. There are no unsatisfied judgments against the Association or pending lawsuits to which the Association is a party or which are material to the land, title or construction of the Condominium of which the Declarant has actual knowledge.
10. Each Unit Owner shall maintain individual policies of fire and extended coverage insurance on their respective Units, and each Owner shall be obligated to pay his or her insurance premiums for such coverage. Unless otherwise decided by a Majority vote, the Association or Master Association shall maintain a general liability insurance policy, including medical payments insurance, in an amount not less than \$1,000,000.00, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the General Common Elements. Each Owner shall be responsible at his or her own expense and cost for his or her own personal insurance on the contents and personal property in his or her Unit, and his or her personal property stored elsewhere on the Property.
11. There are no current or expected fees or charges to be paid by Unit Owners for the use of the Common Elements.
12. **Property Taxes. Each Unit Owner understands that the taxing authorities (Travis Central Appraisal District) may have already made appraisals and/or sent property tax bills for the year in which the Declaration is recorded, and as such there may be a delay in time prior to each Unit receiving a separate appraisal and/or property tax bill. Therefore, each Unit Owner shall be responsible for the payment of any and all property taxes that accrue for his or her Unit for his or her period of ownership that are billed to the Project, the Association, the Declarant or another Unit Owner.** If separate appraisals of the Units have not been completed by the taxing authority, then each Unit's obligation shall be the percentages as set forth in Exhibit C of the Declaration. If there is an error made by TCAD in the assessments of the Units, then the Owners shall work together to come to an agreement on the value of each Unit and allocate real property taxes on the Property in the method used in Exhibit C of the Declaration until such time that the error is corrected by TCAD. If the Owners are unable to agree on values, the Declarant shall appoint a licensed real estate appraiser to determine values of the Units and the allocation of real property taxes for the Property. If any Unit Owner fails to make timely payment of any property taxes for which he or she is obligated, that Unit Owner additionally has the responsibility and obligation to reimburse any third party, the Association or any other Owner who pays property taxes assessed to a Unit for a time period in which such Unit Owner owned the Unit, including but not limited to any penalties, late fees and/or interest assessed by a taxing authority. **FOR THE YEAR IN WHICH THE DECLARATION IS RECORDED ONLY, THE BUYER OF ANY UNIT SHALL PAY TO THE SELLER PRO-RATED PROPERTY TAXES FOR HIS/HER/ITS PERIOD OF OWNERSHIP DURING THE YEAR OF PURCHASE AND THE SELLER SHALL BE RESPONSIBLE FOR PAYMENT OF PROPERTY**

TAXES FOR THE ENTIRE YEAR OF PURCHASE, provided that any adjustments to estimated tax amounts shall be made according to any purchase contracts.

13. Pre-Paid Dues. Buyer is not pre-paying any dues to the Association at Closing.
14. Reserve Fund Contribution. Each Unit purchaser shall contribute **two (2) months** of dues to the reserve fund at the closing of any Unit.
15. Declarant is not providing a report under Texas Property Code Section 82.154, as this condominium regime is structured as an attached, site condominium and the entirety of the building is defined as part of the Units. All structural components, mechanical installations, and electrical installations are material to the use and enjoyment of the Units. Declarant makes no representations as to the expected useful life of any portion of the Units. Declarant has not received notice and failed to cure any violations of building code or other governmental regulations.

The Declarant will promptly amend this Condominium Information Statement to reflect a material and substantial change in its contents. If the change may adversely affect a prospective purchaser who has received a Condominium Information Statement, the Declarant will furnish a copy of the amendment to the prospective purchaser before closing.

Dated to be effective: July 14, 2023.

DECLARANT'S SIGNATURE:

Albury Cove Condos LLC



By: Wesley Wagener, Member

Received by _____ [name of prospective buyer] on the
_____ day of _____, 20____.

Exhibit A

Cerca Domain Master Condominium Association Budget for Initial Twelve Months

DISCLOSURE AND NOTICE: Declarant has used its best efforts to accurately estimate costs and expenses in the Association budget contained in this Condominium Information Statement, however as the Property is not fully occupied and operational as condominium units, costs and expenses are likely to change and may increase over time as the Property becomes fully occupied and operational as condominium units. Furthermore, additional expenses unforeseen by Declarant may arise for which the Association is responsible. Declarant makes no representations, warranties or promises that the numbers contained in this budget are precise and sustainable over time, and each buyer and Owner shall undertake their own due diligence as to the estimated costs and expenses of the Association. Declarant and/or the Association, as applicable, anticipate that the budget will need to be modified after six months of occupancy and operations as condominium units and at least annually thereafter.

Master Cerca Domain Condominiums Budget 2023

Month	Closing	1	2	3	4	5	6	7	8	9	10	11	12	YEARLY TOTALS
Per Unit Dues	\$230.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$66,240.00
Total Dues (48 units)	\$230.00	\$5,520.00	\$5,520.00	\$5,520.00	\$5,520.00	\$5,520.00	\$5,520.00	\$5,520.00	\$5,520.00	\$5,520.00	\$5,520.00	\$5,520.00	\$5,520.00	\$66,240.00
Administrative														
Office Reimburseables		\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$1,800.00
Postage		\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$336.00
Insurance														
Liability Insurance		\$52.08	\$52.08	\$52.08	\$52.08	\$52.08	\$52.08	\$52.08	\$52.08	\$52.08	\$52.08	\$52.08	\$52.08	\$625.00
D&O Insurance		\$91.08	\$91.08	\$91.08	\$91.08	\$91.08	\$91.08	\$91.08	\$91.08	\$91.08	\$91.08	\$91.08	\$91.08	\$1,093.00
Utilities														
Common Water/Sewer (incl RUBS)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Trash Removal (incl RUBS)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance/Repair/Contract Services														
Landscaping - Yellowstone		\$1,069.11	\$1,069.11	\$1,069.11	\$1,069.11	\$1,069.11	\$1,069.11	\$1,069.11	\$1,069.11	\$1,069.11	\$1,069.11	\$1,069.11	\$1,069.11	\$12,829.32
Irrigation		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Exterior Building Repairs		\$263.00	\$263.00	\$263.00	\$263.00	\$263.00	\$263.00	\$263.00	\$263.00	\$263.00	\$263.00	\$263.00	\$263.00	\$3,156.00
General Repair/Main.		\$186.00	\$186.00	\$186.00	\$186.00	\$186.00	\$186.00	\$186.00	\$186.00	\$186.00	\$186.00	\$186.00	\$186.00	\$2,232.00
Professional Services														
Legal		\$208.00	\$208.00	\$208.00	\$208.00	\$208.00	\$208.00	\$208.00	\$208.00	\$208.00	\$208.00	\$208.00	\$208.00	\$2,496.00
Audit/Tax		\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$552.00
Management Fees	\$600.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$15,000.00
Total Operating Expenses	\$600.00	\$3,293.28	\$3,293.28	\$3,293.28	\$3,293.28	\$3,293.28	\$3,293.28	\$3,293.28	\$3,293.28	\$3,293.28	\$3,293.28	\$3,293.28	\$3,293.28	\$40,119.32
Total Expenses		\$3,293.28	\$3,293.28	\$3,293.28	\$3,293.28	\$3,293.28	\$3,293.28	\$3,293.28	\$3,293.28	\$3,293.28	\$3,293.28	\$3,293.28	\$3,293.28	\$39,519.32
Reserve	\$830.00	\$2,226.72	\$4,453.45	\$6,680.17	\$8,906.89	\$11,133.62	\$13,360.34	\$15,587.06	\$17,813.79	\$20,040.51	\$22,267.23	\$24,493.96	\$26,720.68	\$27,550.68

Item 2

**Declaration
of Condominium Regime**



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Jul 10, 2023 10:05 AM Fee: \$ 162.00

2023076156

Electronically Recorded

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

DECLARATION OF CONDOMINIUM REGIME

1901 Cerca Domain Condominiums **1901 Albury Cove, Austin, Texas 78758**

STATE OF TEXAS
COUNTY OF TRAVIS

Preamble

This Declaration of Condominium Regime for the 1901 Cerca Domain Condominiums (“Declaration”) is dated to be effective on July 7, 2023, in Travis County, Texas, by Albury Cove Condos LLC, a Texas limited liability company (“Declarant”), whose mailing address is 5900 Balcones Drive, Suite 100, Austin, Texas 78731.

Recitals

1. Declarant is the owner of all of the real property, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property that is located at **1901 Albury Cove, Austin, Texas 78758**, in Travis County (the “Property”), more particularly described in **Exhibit A**, which is attached and incorporated by reference.
2. Declarant submits the Property to a condominium regime established by the Texas Uniform Condominium Act (TUCA), which is codified in Chapter 82 of the Texas Property Code.
3. The Property constitutes a condominium project (the “Project”) within the meaning of TUCA. The formal name of the Project is “**1901 Cerca Domain Condominiums.**”
4. Declarant intends and desires to establish by this Declaration a plan of ownership for the Project. The plan consists of individual ownership of residential condominium units (the “Units”), and an interest in the real property on which the Units are located. The Project shall be divided into no more than four (4) Units.

5. The Declarant intends to impose on the Project mutually beneficial restrictions for the benefit of all Units and the persons who own those Units (the “Owners”). The Declarant further intends, in accordance with the terms set forth herein, that the Owners will govern the Project by means of an organization of Owners (herein the “Association”), as more particularly set forth herein. The formal name of the Association is the “**1901 Cerca Domain Condominium Association.**”
6. The Units and other areas of the Project are more particularly described in **Exhibit B**, which are attached and incorporated by reference. The Owners each have an undivided interest in the remaining property of the Project (referred to as the “Common Elements”), which is also more particularly described in **Exhibit B**. **Exhibit B** sets forth the allocation to each Unit of: (a) a percentage of undivided interests in the Common Elements, (b) a percentage of responsibility for the Common Expenses of the Association, (c) a percentage of votes in the Association, and (d) a percentage that each Unit is of the entire Project. **Exhibit C**, attached and incorporated by reference, sets forth the allocation to each Unit of a percentage of responsibility for any property taxes assessed against the Project in its entirety, including but not limited to assessments made in the year in which this Declaration is recorded. **Exhibit D**, attached and incorporated by reference, sets forth the easements and restrictive covenants of record in the county where the Property is located.
7. Therefore, the Declarant declares that the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division of the Property into Units, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project and every part of the Project. All of the covenants, conditions, and restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in or any part of the Property and shall be for the benefit of each owner of the Project or any interest in the Project and shall inure to the benefit of and be binding on each successor in the interest of the Owners.

Article 1 - Definitions

1.01. **Area of Common Responsibility.** *Area of Common Responsibility* means those portions of Units and Buildings that are designated, from time to time, by the Association to be maintained, repaired, and replaced by the Association, as a Common Expense, as if the portions were Common Elements, as shown on the Maintenance Responsibility Chart attached to this Declaration as **Exhibit F**, attached hereto and incorporated herein for all purpose.

1.02. **Association.** *Association* means the **1901 Cerca Domain Condominium Association**, a non-profit corporation organized under the Texas Business Organizations Code for the management of the Project, the membership of which consists of all of the Owners in the Project.

1.03. **Bylaws.** *Bylaws* mean the Bylaws of the Association and amendments to the Bylaws that are or shall be adopted by the Members of the Association.

1.04. **Certificate.** *Certificate* means the Certificate of Formation of the Association that is or shall be filed in the Office of the Secretary of State of the State of Texas.

1.05. **Common Elements.** *Common Elements* mean all elements of the Project except the separately owned Units and includes both General and Limited Common Elements, if any.

1.06. **Common Expenses.** *Common Expenses* means and excludes the following:

- a) **General Expenses.** All reasonable expenses incurred by the Association for promoting the health, safety, welfare and recreation of the Owners of the Units and in particular for the administration and management, ownership, maintenance, operation, repair, replacement, or improvement of and addition to agreed upon Common Elements.
- b) **General Common Elements.** All reasonable expenses associated with or arising from the repair, maintenance or replacement of the General Common Elements.
- c) **Area of Common Responsibility.** All reasonable expenses associated with or arising from the maintenance, repair and replacement of the areas designated as an Area of Common Responsibility and replacement reserves for the Area of Common Responsibility.
- d) **Association Management.** All reasonable expenses associated with or arising from maintaining reserves for the operation of the Association, the management, administration and operation of the Association, and the administration and enforcement of the Documents. **Disclosure regarding collective Association management:** The Owners understand that in order to provide increased services to the Association, the Association is intended to be managed collectively with other nearby associations being developed by Declarant, and as such the Association shall be responsible for its share of management fees as determined by the manager.
- e) **Structural Repairs.** All reasonable expenses associated with the repair, maintenance and upkeep, or replacement of the roof, foundation, structural walls, bearing walls and columns, and structural components of the Condominiums, if such work affects the improvements in more than one Unit, shall be an expense of the impacted Units to be shared equally by the impacted Units, and shall **not** be considered a Common Expense of the Association. For example, if the foundation needs repair in Unit A and Unit B, then Unit A and Unit B shall each be responsible for fifty percent (50%) of such expenses.
- f) **Shared Waste Removal.** The Declarant specifically reserves the right during the Development Period to contract with a waste disposal company for common waste disposal services on the Property and nearby properties owned and being developed by Declarant, and in such case, the cost of such services will be a Common Expense of the Association.
- g) **Fencing.** All reasonable expenses for the maintenance, repair and replacement of fences serving all Units, if any, shall be a Common Expense of the Association. All reasonable expenses for the maintenance, repair and replacement of shared fences on the dividing line of any Units, shall be an expense of the Units served by such fences to be shared equally by the Units served by such fences, and shall **not** be considered a Common Expense of the Association. Any fencing, perimeter walls, or other walls on the perimeter of a Unit or within a Unit, with the exception of the shared fencing described in this paragraph, shall be considered a part of a Unit and as such the sole

responsibility of the Unit Owner, and shall **not** be considered a Common Expense of the Association.

- h) **General Liability Insurance Policy.** All reasonable expenses arising from the general liability insurance policy in the name of the Association shall be a Common Expense of the Association.
- i) **Landscaping.** All reasonable expenses associated with basic mowing and blowing landscaping services for the General Common Elements. Landscaping services will include mowing and blowing only. All other expenses of landscaping in a Unit is the responsibility of the Unit Owner and is not a Common Expense of the Association.
- j) **Common Utilities.** All reasonable expenses arising from or associated with any utility service installations that are located on the Property and serve all Units, if any.
- k) **Association Expenses.** All reasonable expenses for registered agent services, legal and accounting services, and any accompanying filing fees or late fees, as necessary or proper for maintenance of the Association with the Texas Comptroller or Texas Secretary of State.
- l) **Other Expenses.** All other reasonable expenses declared to be Common Expenses by provisions of this Declaration or by the other Documents.
- m) **Payment of Expenses.** If not payable to the Association, all expenses shall be paid directly by each Owner to the provider within ten (10) days of the due date or within thirty (30) days if there is no due date. If any Owner fails to make payment, the other Owner may make payment for the total amount, and the non-paying Owner shall reimburse the paying Owner such un-paid expense plus interest at ten percent (10%) per annum until paid in full.

1.07. **Condominium.** *Condominium* means the **1901 Cerca Domain Condominiums**.

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

1.09. **Declarant Control Period.** *Declarant Control Period* means the period until the Declarant initially sells three (3) Units.

1.10. **Declaration.** *Declaration* means this Declaration of Condominium Regime for the **1901 Cerca Domain Condominiums** and all that it contains.

1.11. **Development Period.** *Development Period* means the later to occur of: (1) three (3) years from the date of the recording of this Declaration, or (2) Declarant initially selling all Units.

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

1.13. **General Common Elements.** *General Common Elements*, if any, mean all the Common Elements except the Limited Common Elements, if any, as set forth in **Exhibit E**, which is attached and incorporated by reference.

1.14. **Limited Common Elements.** *Limited Common Elements*, if any, mean the Common Elements allocated for the exclusive use of one or more but less than all of the Units. It is anticipated that this project will not have any Limited Common Elements.

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

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

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

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

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

1.20. **Project or Property.** *Project or Property* means the entire parcel or the Property described in **Exhibit A**, including the land, all improvements and structures on the Property, and all easements, rights, and appurtenances belonging to the Property that are divided or are to be divided into Units to be owned and operated as a Condominium. The Project shall be divided into no more than four (4) Units.

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

1.22. **Unit.** *Unit* means an individual condominium unit, as described below in Section 2.03. Each Unit shall consist of all improvements within the allocated areas, which are shown on the survey or plat of the Property attached hereto as **Exhibit E**.

Article 2 – The Property

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

2.02. **Exclusive Ownership and Possession.** Each Owner shall be entitled to the exclusive ownership and possession of the Owner’s Unit, as further set forth in **Exhibit E**. Any Unit may be jointly or commonly owned by more than one Person. No Unit may be subdivided.

2.03. **Unit Boundaries.** The boundaries and identifying number of each Unit are shown on the survey or plat attached hereto as Exhibit E. The boundaries of each Unit are further described as follows:

- (a) **Lower Boundary.** The horizontal plane corresponding to the finished grade of the land within the Unit, as described on Exhibit E, except as expressly provided in Section 2.04 below.
- (b) **Upper Boundary.** The horizontal plane parallel to and two hundred fifty feet (250’) above the lower boundary the Unit.
- (c) **Lateral Boundaries.** A vertical plane corresponding to the boundaries of the Unit, as described on Exhibit E. The center-line or midpoint of the party or common wall shall be the lateral boundary between the Units in that plane.

2.04. **Description of Unit.** Each Unit includes the spaces and improvements now or hereafter constructed within the lower, upper, and lateral boundaries defined in Section 2.03 above, including without limitation: (1) all improvements, fixtures, installations and equipment exclusively serving the Unit; (2) roofs, foundations, below-grade foundations, piers, structural supports and elements, any other below-grade item that serves or supports the Unit exclusively; (3) utility installations and meters, plumbing and drainage installations, sewerage installations,

pipes, drains, conduits, lines, cabling, and irrigation system installations to the extent such installations exclusively serve such Unit; (4) retaining walls, walls, porches, decks, patios, balconies, terraces, garages and/or carports, outbuildings or sheds, driveways, parking areas, sidewalks, walkways, hardscapes, mailboxes, fences; (5) yards, landscaping, subterranean components of plant material; and (6) all other improvements of any kind located within the Unit.

No representations, warranties or guarantees are made by Declarant that the Unit is or will be soundproof or that sound and/or vibrations will not be transmitted from one Unit to another or from the Common Elements to a Unit. Sound transmission and/or vibrations between Units are inherent in multifamily construction and are not a construction defect. The plumbing and concrete, tile, and hardwood surfaces and other uncovered surfaces within a Unit may transmit noise, and such noise shall not constitute a use of a Unit that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and/or resident.

2.05. Changes to a Unit. A Unit Owner may make changes to a Unit unless prohibited or restricted in this Section 2.05, Section 5.01, and as otherwise set forth in this Declaration.

- (a) **Changes During Development Period.** During the Development Period, Declarant shall have the right to make any changes to the General Common Elements and a Unit owned by Declarant, including but not limited to changes to the style, design, size and/or color, of the improvements within a Unit owned by Declarant.
- (b) **Changes to Units.** Any changes to Units shall be completed in compliance with local building codes and ordinances and subject to restrictions contained in the Documents. Any addition of square footage to the improvements located within a Unit shall not alter a Unit Owner's percentage ownership or voting rights as otherwise set forth in this Declaration or other Documents.
- (c) **Compliance with City of Austin Ordinances and Prohibition Against Interference with Water Flow and Drainage.** Any change to a Unit or Common Element shall be in compliance with all applicable city, county, state or other laws, ordinances and/or codes, and the Unit Owner or Association is required to obtain a City of Austin permit for any change to a Unit or Common Element that requires a permit. Furthermore, any alteration or improvement to a Unit shall not interfere with the drainage systems and drainage design of the Project, and they shall not impede or alter the natural flow of drainage and/or surface run-off water on the Project. Declarant shall not be responsible for damages, including but not limited to flooding, pooling of water, and/or erosion resulting from any Owner's alterations, changes and/or improvements to a Unit or a Common Element.
- (d) **Fencing.** If one does not exist, any Unit Owner may erect a fence on the dividing line of the yard areas of a Unit, or within the yard areas of a Unit, as set forth in Exhibit E. No Unit Owner may install fencing along driveways, in or along parking spaces, or other ingress and egress of the Property that impedes or prohibits ingress and egress to the Property or another Unit by consumer or non-commercial automobiles, including but not limited to cars, sedans, sports utility vehicles and trucks. Declarant discourages the installation of fencing in drainage areas, and any fencing in drainage areas shall have a minimum of 24 inches of open wire at the bottom, which is regularly cleaned and cleared of debris. If on the dividing line of a Unit, each Unit Owner must agree on

the style and/or type of fence to be erected, and such agreement must not be unreasonably withheld. If the Unit Owners are unable to agree on a style and/or type of fence, any style or type of fence currently existing on the Property shall be considered reasonable and shall be allowed. If the Unit Owners agree to erect a fence on a dividing line of a Unit, the costs and expenses of the construction of such a fence shall be borne equally by each Unit. If the Unit Owners do not agree to erect a fence, the Unit Owner desiring to erect the fence shall bear the costs and expenses of the construction of such a fence, however, the Unit Owner erecting the fence shall have the exclusive right to construct the fence so that he or she receives the benefit of the construction and has the most preferable side of the fence facing his or her Unit.

- (e) **Access.** A Unit Owner shall be allowed reasonable access to the yard areas of another Unit for the limited purpose of access to any utility controls or meters serving his or her Unit, and any purpose reasonably related to construction of fencing, or a remodel, alteration or addition to the improvements of a Unit, including but not limited to access for permitting, surveying, inspections, access to utilities, and/or the drafting of plans.

2.06. Allocation of Remaining Impervious Cover, Building Coverage, FAR and Building Size.

The Unit Owners understand that the total amount of impervious cover, building coverage, floor area ratio (“FAR”), building size and other similar allocations on the Property (“Allocations”) is limited by the codes and ordinances of the City of Austin in place at the time of permitting, and that the total percentage of remaining allowable Allocations may increase or decrease over time. The total amount of remaining Allocations allowed on the Property under City of Austin Codes and ordinances at any time (the “Allocated Remaining Coverage and Size”) is hereby allocated between the Units as follows:

Unit A: Twenty-Five Percent (25%)

Unit B: Twenty-Five Percent (25%)

Unit C: Twenty-Five Percent (25%)

Unit D: Twenty-Five Percent (25%)

Declarant makes no representations, warranties, promises or guaranties about the amount of impervious cover, building coverage, FAR and/or building size used or remaining, if any, on the Property.

Each Unit Owner is responsible for making an independent determination as to existing and remaining Allocations prior to or at the time of requesting any permit on the Property. Each Unit shall be allowed to utilize up to the above percentages of Allocated Remaining Coverage and Size of the total allowed remaining Allocations, if any, at the time of any permitting relating to alterations, additions, improvements and/or construction to improvements located within a Unit by a Unit Owner, provided that any such alteration, addition, improvement and/or construction shall be subject to the terms, conditions and approvals as provided in Section 2.05 above.

2.07. Disclosure Regarding Future Permitting. Each Owner understands that the permitting of remodels, improvements, reconstruction, repairs and other similar activities on the Units as allowed or required in the Documents, may require the cooperation of the Owners of all Units, and as such the Owners of all Units specifically agree to use their best efforts of cooperation related to the obtaining of such permits. The City of Austin will likely consider the Property one lot for future

permitting purposes, as a condominium regime is not a re-subdivision of the Property into two or more lots. The City of Austin may have permitted the structures and improvements differently from their use and/or Unit designations in this Declaration. If an Owner desires or needs to obtain a permit from the City of Austin or other governing agency for remodels, improvements, reconstruction, repairs and/or other similar activities on his or her Unit, the Owners shall use their best efforts to cooperate in the preparation (to the extent information about a Unit and/or approval by an Owner is needed by the other Unit Owner for the permit) and execution of any documentation required to obtain such permits, and each Unit Owner specifically agrees to consent and execute any documents evidencing such consent if consent of a Unit Owner is required for any work to a Unit allowed under these Documents. The cost and expense of the permits and any related documentation shall be the sole responsibility of the Owner seeking the permit.

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

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

2.10. No Parking. No vehicle related to one Unit may be parked, even temporarily, in another Unit or in the General Common Elements.

2.11. Nonexclusive Easements. Each Owner shall have a limited, nonexclusive easement for the use and enjoyment of the General Common Elements and for ingress, egress, and support over and through the General Common Elements, as described in **Exhibit B and E**. The easements in this Article shall be appurtenant to and shall pass with the title to each Unit and shall be subordinate to the exclusive easements granted elsewhere in this Declaration, as well as to any rights reserved to the Association to regulate time and manner of use, and to perform its obligations under this Declaration.

2.12. Access Easement. The Association hereby grants to every Owner, a limited, non-exclusive easement in, on, and over the yard areas of Units and Common Elements for the purpose of constructing, installing, repairing, replacing, or maintaining necessary utilities, meters, lines, services, fixtures, pipes, and equipment serving a Unit, and maintenance of portions of the exterior of any Unit not accessible through its own Unit. No Owner shall interfere with utilities, meters,

lines, services, fixtures, installations and/or equipment contained in his or her Unit or the Common Elements that serves the other Unit. Furthermore, the Association requires that all Owners allow reasonable access to his or her Unit for the Owners, agents and contractors of the adjoining Unit, if necessary, for the completion of any repair, maintenance, remodel, addition or other construction of an adjoining Unit. Any Owner accessing another Unit shall leave such Unit in the same or better condition after such access in a timely manner and at the accessing Owner's expense. Each Owner, in accepting the deed to a Unit, expressly consents to such easements. Additionally, present easements and/or restrictions exist on the Property, as more fully described in **Exhibits D and E**.

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

2.14. Mailboxes and Access Easement. The Owners understand that Declarant, Owners and/or the Association does not have control over the manner of mail and package delivery. Therefore, the mailboxes for the Units may be located on the Units or General Common Elements, if any, and such locations may change over time. All Owners shall have a limited easement for pedestrian ingress and egress to the mail and package delivery locations in, on and over the yard areas of the other Unit and General Common Elements, if any, as needed to retrieve mail or packages delivered to the Owner(s) of a Unit. The Owners shall cooperate in the moving of mailboxes or package delivery areas if requested or required by the post office or other package delivery service.

2.15. Easement for Maintenance of Area of Common Responsibility. The Association is hereby granted an easement over and across each Unit to the extent reasonably necessary or convenient for the Association or its designee to maintain, repair and/or replace those portions of a Unit, which have been designated as Area of Common Responsibility. Unless otherwise agreed to by the Owner of the Unit to be accessed, or in the case of an emergency, access to the Units is limited to Monday through Saturday, between the hours of 7 a.m. until 6 p.m., and then only in conjunction with actual maintenance activities. If the Association damages any portion of a Unit located while exercising the easement granted hereunder, the Association will be required to restore such Unit to the condition which existed prior to any such damage, at the Association's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Association is notified in writing of the damage by the Owner of the damaged Unit.

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

2.17. Allocation of Reserved General Common Elements. There are currently no reserved General Common Elements, and no portion of the Condominium is reserved or may be further allocated as General Common Elements.

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

Article 3 – Unit Owners’ Association

3.01. **Association.** The Association, organized as a nonprofit corporation under the Texas Business Organizations Code, operating under the name **1901 Cerca Domain Condominium Association**, is charged with the duties and vested with the powers prescribed by law and set forth in this Declaration and in the Association’s Certificate of Formation and Bylaws.

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

3.03. **Voting Rights.** Each Unit in the Condominium is entitled to the following percentage of votes in the Association:

Unit A: Twenty-Five Percent (25%)

Unit B: Twenty-Five Percent (25%)

Unit C: Twenty-Five Percent (25%)

Unit D: Twenty-Five Percent (25%)

Each Owner within a Unit is entitled to an equal percentage of the Unit’s voting percentage. The votes cast by a Majority vote of the Units shall control, provided that if the Owners are deadlocked and any Unit is owned by Declarant, the vote of Declarant shall control.

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

3.05. **General Powers and Authority.** The affairs of the Condominium shall be managed and administered by the Association. The Association shall have all of the rights, powers and duties established by the Texas Uniform Condominium Act (“TUCA”), which is codified in Chapter 82 of the Texas Property Code, as may be amended from time to time, as well as the powers of a nonprofit corporation established under Texas law, subject only to the limitations contained in this Declaration and in the other Documents. The Association shall have the right, power, and obligation to provide for the maintenance, repair and replacement of the General Common Elements, if any, to the degree and in the manner as provided in the Texas Property Code, except as and to the extent otherwise provided in this Declaration and the other Documents. The Association shall not be responsible for the maintenance, repair and replacement of the Units, or for any maintenance obligations of the Unit Owners as provided herein. The Association may perform all acts that may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by this Declaration. The powers of the Association shall include, but are not limited to, the following:

- (a) The power to establish, fix, and levy assessments against Owners in accordance with the procedures and subject to the limitations set forth in this Declaration and the Documents.
- (b) The right to discipline Owners for violation of any of the provisions of the Documents or Association Rules by suspension of the violator's voting rights or privileges for use of the Common Elements or by imposition of monetary penalties, subject to the following limitations:
 - i) The accused Owner must be given written notice of the violation or property damage, stating the amount of any proposed fine or damage charge and that the Owner may request a written hearing before the Members within thirty (30) days of the notice.
 - ii) The accused Owner must be given a reasonable time, by a date specified in the notice, to cure the violation and avoid the fine, unless the Owner was given notice and reasonable opportunity to cure a similar violation within the preceding twelve (12) months.
 - iii) The accused Owner must be given written notice of a levied fine or damage charge within thirty (30) days after the date of levy.
 - iv) Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Owner's violation.

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

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

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

- (a) The repair, maintenance or replacement of the items listed below and all General Common Elements, if any, including but not limited to the following:
 - i) Areas set forth as Areas of Common Responsibility or General Common Elements, subject to Section 1.06;
 - ii) Roof, foundation, structural walls, bearing walls and columns, and structural components of the Condominium, if such work affects all Units, subject to Section 1.06;
 - iii) Utility service installations that are located on the Property and serve all Units, if any.
- (b) Operation and maintenance of any General Common Elements. This duty shall include, but shall not be limited to, maintenance, repair, replacement and landscaping of General Common Elements, if any, as the Members shall determine are necessary and proper.

In the event that there are no General Common Elements, the Association shall have no duty under this provision.

- (c) Acquisition of and payment from the maintenance fund for the following:
 - i) Each Unit shall be responsible for reimbursing the Association for the cost of any water, sewage, garbage, gas, or other utility service incurred as a result of usage in a Unit, if the Association is billed for any such service.
 - ii) Each Unit shall be responsible for reimbursing the Association for their portion of the cost of any Common Expense defined as such herein, or otherwise approved as such.
 - iii) The services of personnel that the Members shall determine to be necessary or proper for the operation and maintenance of the Common Elements.
- (d) Legal and accounting services necessary or proper for the maintenance of the Association with the Texas Comptroller and Texas Secretary of State and operation of the Association or Common Elements or the enforcement of this Declaration or Documents, subject to Section 1.06.
- (e) Drafting and recording of a Management Certificate not later than the 30th day after the date the Association has notice of a change in any information in a recorded certificate. Each Management Certificate must include:
 - i) the name of the Condominium;
 - ii) the name of the Association;
 - iii) the location of the Condominium;
 - iv) the recording data for the Declaration;
 - v) the mailing address of the Association, or the name and mailing address of the person or entity managing the Association.

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

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

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

- (a) Entering into: (i) a contract with a third person under which the third person will furnish goods or services for a term longer than one (1) year, except for a management contract approved by the Federal Housing Administration or Veteran's Administration; (ii) a contract with a public utility if the rates charged are regulated by the Public Utilities Commission, provided that the term shall not exceed the shortest term for which the utility will contract at the regulated rate; or (iii) prepaid casualty and/or liability insurance of not more than three (3) years duration, provided that the policy provides for short-rate cancellation by the insured.
- (b) Paying compensation to officers of the Association for services rendered in the conduct of the Association's business, provided, however, that the Members may cause an officer to be reimbursed for expenses incurred in carrying out the business of the Association with a Majority vote.

Article 4 - Assessments

4.01. Covenant to Pay. Each Owner by the acceptance of the deed to such Owner's Unit is deemed to covenant and agree to pay to the Association the Regular and Special Assessments levied pursuant to the provisions of this Declaration. Each monthly portion of an assessment shall be a separate, distinct, and personal debt and obligation of the Owner against whom all assessments are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent. All moneys collected shall be put into a maintenance and/or reserve fund to be used to defray expenses attributable to the ownership, operation, and maintenance of the Common Elements incurred by the Association. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Elements or by abandonment of the Owner's Unit.

4.02. Declarant's Covenant to Pay. After the initial sale of a Unit, in lieu of dues, Declarant shall pay the actual Association expenses on any Declarant owned Unit. Declarant is not obligated to make reserve contributions or monthly reserve payments on any Declarant owned Unit.

4.03. Personal Obligation. An Owner is obligated to pay assessments levied by the Association against the Owner or the Owner's Unit. Payments are to be made to the Association at its principal office or at any other place the Association directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other person or entity regarding any matter to which this Declaration pertains. No Owner may exempt himself from his assessment liability by waiver of the use or enjoyment of the Common Elements or the Area of Common Responsibility, by abandonment of such Owner's Unit, or for any other reason. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Unit.

4.04. Types of Assessments. There are five (5) types of Assessments: Regular, Special, Utility, Individual, and Deficiency Assessments.

4.05. Regular Assessments. Regular assessments are used for Common Expenses related to the recurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

- (a) Maintenance, repair, and replacement, as necessary, of the Common Elements and Areas of Common Responsibility, and improvements, equipment, signage, and property owned by the Association.
- (b) Utilities billed to the Association.
- (c) Services obtained by the Association and available to all Units.
- (d) Taxes on property owned by the Association.
- (e) Management, legal, accounting, auditing, and professional fees for services to the Association.
- (f) Costs of operating the Association, such as postage, office supplies, printing, and meeting expenses.
- (g) Insurance premiums and deductibles.
- (h) Contributions to the working capital funds.
- (i) Any other expense which the Association is required by law or the Documents to pay, or which in the opinion of the Association is necessary or proper for the operation and maintenance of the Property or for enforcement of the Documents.

The Association will prepare and approve an annual budget with the estimated expenses to be incurred by the Association for each fiscal year. The budget will take into account the estimated income and Common Expenses for the year, contributions to the working capital or reserve funds, and a projection for uncollected receivables. The Association will make the budget or a summary of the budget available to the Owner of each Unit, although failure to receive a budget or budget summary will not affect an Owner's liability for assessments. Regular Assessments will be based on the annual budget, minus estimated income from sources other than Regular Assessments. Each Unit will be liable for its allocated share of the annual budget. If the Association does not approve an annual budget or fails to determine new Regular Assessments for any year, or delays in doing so, Owners will continue to pay the Regular Assessment as last determined. If during the course of a year the Association determines that Regular Assessments are insufficient to cover the estimated Common Expenses for the remainder of the year, the Association may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency.

4.06. Special Assessments. In addition to Regular and Utility Assessments, the Association may levy one or more Special Assessments against all Units for the purpose of defraying, in whole or in part, Common Expenses not anticipated by the annual budget or reserve funds. Special Assessments may be used for the same purposes as Regular Assessments. Special Assessments do not require the approval of the Owners, except that Special Assessments for the following purposes must be approved by at least a Majority vote: (a) acquisition of real property; and (b) construction of additional improvements within the Property (excluding the repair or replacement of existing improvements or the construction of additional improvements by the Declarant).

4.07. Individual Assessments. In addition to Regular and Special Assessments, the Association may levy an Individual Assessment against an Owner and the Owner's Unit. Individual

Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or the Owner's Unit into compliance with the Documents; fines for violations of the Documents; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; insurance deductibles; sub-metered or RUBS determined utilities serving the Unit; reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees, permittees or residents of the Owner's Unit; Common Expenses that benefit fewer than all of the Units, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Unit basis; and "pass through" expenses for services to Units provided through the Association and which are equitably paid by each Unit according to benefit received.

4.08. Deficiency Assessments. The Association may levy a Deficiency Assessment against all Units for the purpose of defraying, in whole or in part, the cost of repair or restoration for General Common Elements if insurance proceeds or condemnation awards prove insufficient.

4.09. Operations Reserves. The Association may maintain operations reserves at a level determined by the Association to be sufficient to cover the cost of operational or maintenance emergencies or contingencies, including deductibles on insurance policies maintained by the Association.

4.10. Reserve Fund Contribution. The Association will establish, maintain, and accumulate reserves for operations and for replacement and repair of Common Elements, Areas of Common Responsibility, or other portions of the Property. The Association will budget for reserves and may fund reserves out of Regular Assessments. Upon the transfer of a Unit (including transfers from one Owner to a subsequent Owner, and specifically including transfers from Declarant to the initial Owner), a reserve fund contribution, as adjusted by the Association from time-to-time, shall be paid by the transferee of the Unit to the Association for the Association's reserve fund ("Reserve Fund Contribution"). **The initial Reserve Fund Contribution shall be two (2) months of Regular Assessments, which may be modified in the sole discretion of Declarant during the Declarant Control Period and the Development Period.** Upon termination of the Development Period (and only at such time), the Association will be permitted to modify any Reserve Fund Contribution payable on the transfer of a Unit. Each Reserve Fund Contribution will be collected upon the conveyance of the Unit from one Owner to another (expressly including any re-conveyances of the Unit upon resale or transfer thereof). The Association will maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the Area of Common Responsibility.

Notwithstanding the foregoing provision, the following transfers will not be subject to the Reserve Fund Contribution: (a) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (b) transfer to, from, or by the Association; (c) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. Contributions to the fund are not advance payments of Regular Assessments and are not refundable. Declarant may not use Reserve Fund Contributions collected hereunder to pay operational expenses of the Association during the Declarant Control Period.

4.11. **Due Date and Late Fee.** Regular and Utility Assessments are due on the first calendar day of each month or on such other date as the Association may designate in its sole and absolute discretion and are delinquent if not received by the Association on or before the tenth day of the month. Special, Individual, and Deficiency Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within ten (10) days after notice of the Special, Individual, or Deficiency Assessment is given. The Association will assess a \$50.00 one-time late fee for all delinquent Assessments, as well as any other penalties as determined by the Association or otherwise set forth in the Documents.

4.12. **Declarant's Right to Inspect and Correct Accounts.** For a period of ten (10) years after termination of the Declarant Control Period, Declarant reserves for itself and for Declarant's accountants and attorneys, the right, but not the duty, to inspect, correct, and adjust the Association financial records and accounts from the formation of the Association until the termination of the Declarant Control Period. The Association may not refuse to accept an adjusting or correcting payment made by or for the benefit of Declarant. By way of illustration but not limitation, Declarant may find it necessary to re-characterize an expense or payment to conform to Declarant's obligations under the Documents or applicable State law. This Section may not be construed to create a duty for Declarant or a right for the Association and may not be amended without Declarant's written and acknowledged consent. In support of this reservation, each Owner, by accepting an interest in or title to a Unit, hereby grants to Declarant a right of access to the Association's books and records that is independent of Declarant's rights during the Declarant Control and Development Periods.

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

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

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

4.16. Payment of Assessments on Conveyance of Unit. On the sale or conveyance of a Unit, all unpaid assessments against an Owner for the Owner's share in the expenses shall first be paid out of the sale price by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

- (a) Assessments, liens, and charges in favor of the State of Texas and any political subdivisions of the State of Texas for taxes past due and unpaid on the Unit; and
- (b) Amounts due under mortgage instruments duly recorded.

4.17. Lien and Foreclosure for Delinquent Assessments. The Association shall have a lien on each Unit for any delinquent assessments attributable to that Unit. The Association is authorized to enforce the lien through any available remedy, including non-judicial foreclosure pursuant to the Texas Property Code. The Owners expressly grant to the Association a power of sale, through a trustee designated in writing by the Association, in connection with any such liens. The lien for the assessments provided for herein shall be subordinate to the lien of any recorded mortgage or mortgages granted or created by the Owner of any Unit to secure the payment of monies advanced and used for the purpose of purchasing, repairing, reconstructing, and/or improving such Unit.

4.18. Dispute Regarding Repair and/or Maintenance. If the Owners cannot informally agree upon repair and/or maintenance issues of Common Expense, upon the written request of an Owner of a Unit, repair and/or maintenance issues shall be placed on the agenda of a special meeting of the Members. The special meeting shall be convened not less than fifteen (15) days after receipt of the written request for repair and/or maintenance. If the Members are not able to agree upon a course of action to resolve the repair and/or maintenance issues on the agenda, the Owners of each affected Unit shall retain a licensed professional inspection company to inspect the Unit or Units alleged to require repair and/or maintenance, who shall work together to determine needed repairs and/or maintenance. If these inspection companies cannot agree upon all repair and/or maintenance issues, they shall collectively name another inspection company, who shall make a final decision as to all repair and/or maintenance issues necessary at that time. The Members shall immediately implement this decision, provided the Association has sufficient funds on hand to pay for required repair and/or maintenance, if such is not the responsibility of any Unit Owner(s). If there is found to be an Association expense, and if sufficient funds are not on hand, the Members shall approve a Special Assessment based on the estimate obtained under this provision to pay for the required repair and/or maintenance. If the required repair and/or maintenance is required to ensure the safety of the Owners and their invitees or to preserve a Unit or Units from immediate additional damage, the Special Assessment shall be due and payable not less than sixty (60) days from the date approved by the Members. If the expense is an expense of the Owners, the Owners of each Unit shall make payment for his or her portion for such repairs to the person or company performing the repairs within thirty (30) days.

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

4.20. Liability for Assessments. Each monthly portion of a Regular Assessment and each Special Assessment shall be a separate, distinct, and personal debt and obligation of the Owner against

whom all assessments are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent.

Article 5 – Restrictions and Covenants

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

- (a) **Storage in Units and Common Elements.** There shall be no obstruction of and nothing shall be stored in the General Common Elements. Nothing shall be stored in the yard areas of the Units, except that items may be stored in the yard areas of Units if they are substantially behind fencing or an enclosure, so such stored items are substantially blocked from view from the street. The Declarant is exempt from this section when undertaking remodel and/or construction activities under the Development Rights reserved herein.
- (b) **Rules Governing Common Elements.** There shall be no violation of the Rules adopted by the Members and furnished in writing to the Owners pertaining to the use of Units and the Common Elements. The Members are authorized to adopt such Rules.
- (c) **Temporary Structures.** No structure of a temporary character, shack, or other outbuilding shall be permitted on the Property at any time, temporarily or permanently.
- (d) **Alterations of General Common Elements.** Nothing shall be substantially altered or constructed in or removed from the General Common Elements, except by a Majority vote or except as otherwise specifically allowed in this Declaration.
- (e) **No Change to Exterior of Units.** Any alterations to the exterior of the improvements in a Unit, including but not limited to alterations necessary for repairs, reconstruction or updating, shall be completed in a reasonable manner so that such alterations are substantially similar to the existing style or design of the Units, except by a Majority vote or except as otherwise specifically allowed in this Declaration, with Unit Owners understanding that reasonable alterations from the existing Units will likely be necessary when replacing, repairing or reconstructing portions of the Units.
- (f) **No Change of Exterior Color.** No Unit shall be allowed to substantially change the exterior paint color of the Units, roofs, or fences, except by a Majority vote, with the exception of Declarant to a Declarant owned Unit, during the Development Period.

5.02. **Maintenance of Unit and Common Elements.** Generally, the Association maintains the General Common Elements and the Area of Common Responsibility, and the Owner maintains his Unit. If any Owner fails to maintain his Unit, the Association may perform the work at the Owner's expense. This Declaration permits Owners to delegate additional responsibilities to the Association by adding such responsibilities to the Area of Common Responsibility.

- (a) **Maintenance of Units.** Each Unit Owner shall, at the Owner's sole cost and expense, reasonably maintain, repair and replace his or her Unit and yard areas of the Unit so as to keep it in good condition and repair, including, but not limited to, all fixtures, appliances, equipment, pipes, lines, wires, computer cables, cable wires, and conduits used in the production, heating, cooling and/or transmission of air, gas, water, electricity, communications, waste, water, and sewage, that serve only or are a part of

- the Unit Owner's Unit, and all interior and exterior walls, roofs, foundations and structural components of the Unit in a clean, safe and good condition. Without limitation on the generality of the foregoing, a Unit Owner shall reasonably maintain and keep in good repair any fire or smoke alarms and the electrical and plumbing lines, utilized in and for the Unit.
- (b) **Repair of Windows and Doors.** A Unit Owner shall be obligated to reasonably repair and replace promptly any broken or cracked exterior windows, doors, or glass within a Unit.
 - (c) **Repair of Damage Caused by Unit Owner.** A Unit Owner shall be obligated to repair and replace promptly any damage to a Unit or Common Element, if such damage was caused by the Unit Owner, or an agent, guest, or invitee of such Unit Owner.
 - (d) **Pest Control.** Each Owner shall be reasonably responsible for eliminating any insects, termites, vermin, rodents, squirrels, birds or other animals (excluding pets) from his or her Unit, and for repairing any damage caused by such insects or animals.
 - (e) **Maintenance of Exterior Appearance.** Notwithstanding anything to the contrary contained in herein, a Unit Owner when exercising his right and responsibility of repair, maintenance, replacement, or remodeling of the improvements in his or her Unit shall use reasonable efforts to substantially maintain the exterior appearance of the improvements, except as otherwise allowed herein. Each Owner shall also reasonably maintain, repair and replace all lawns, landscaping, trees, shrubs and fencing in a neat and clean condition.
 - (f) **Maintenance of General Common Elements and Areas of Common Responsibility.** The Association shall reasonably maintain, repair and replace all portions of any General Common Elements, Areas of Common Responsibility, and items or improvements defined herein as Common Expenses.
 - (g) **Access for Shared Utilities and Maintenance.** In such cases where utilities, equipment, meters, sewer lines, water lines, gas lines, electric lines, or other utility infrastructure passes through a Unit, but serve another Unit, each Owner shall allow access to such infrastructure, not to be unreasonably withheld, in order to allow the other Owner access to such utilities, equipment, meters, sewer lines, water lines, or other utility infrastructure, in order that such utility infrastructure may be repaired, maintained, upgraded, expanded and/or serviced. When such access is granted, the Unit Owner needing access shall use reasonable efforts to not substantially alter the Unit to which access is granted and shall at his or her sole cost and expense, promptly upon completion of such work, return the accessed Unit to substantially the same condition as when any such work commenced.
 - (h) **Tree Maintenance.** The Association shall be responsible for the maintenance, trimming and/or removal, and all associated costs and expenses, of any trees located on the Property.
 - (i) **Moisture.** The improvements in a Unit may trap humidity created by general use and occupancy. As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left unattended and not properly maintained by Owners and residents, the condensation may increase resulting in staining, damage to surrounding seals, caulk,

paint, woodwork and sheetrock, and potentially, mildew and/or mold. Mold and/or mildew can grow in any portion of the Property that is exposed to elevated levels of moisture.

5.03. Unit Owner's Failure to Maintain. In the event a Unit Owner fails to reasonably maintain such his or her Unit in accordance with Section 5.02 above or fails to reasonably repair any damage for which the Unit Owner is responsible under Section 5.04 below, and such maintenance and/or repair is reasonably necessary to preserve another Unit, the other Unit Owner may access the improvements in a Unit as may be reasonably necessary after giving at least three (3) days prior written notice to the Unit Owner and occupant of the Unit, to perform such maintenance, repair or replacement. The expense incurred by that Unit Owner in connection with such maintenance and repair work conducted thereon shall be a personal obligation of the Unit Owner failing to repair, shall constitute a lien upon such Unit, and shall be enforced in the same manner and to the same extent as provided under Texas Property Code Section 82.113.

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

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

Article 6 – Damage or Destruction

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

6.01. Insurance Requirement – Separate Hazard and Liability Policies on the Units.

(a) Unless otherwise determined by a Majority vote or as required by a lender as set forth above:

- (i) **Hazard Insurance.** Each Unit is required to maintain an individual policy or policies of property insurance, insuring against all risks of direct physical loss commonly insured against, including fire insurance with extended coverage endorsement for the full insurable replacement value (as of the effective date and at each renewal date of the policy) of the improvements in his or her Unit.
- (ii) **Liability Insurance.** Each Owner is required to maintain a general liability insurance policy, including medical payments insurance, in an amount not less than \$500,000.00 per occurrence, covering all occurrences commonly insured

against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of his or her Unit.

- (iii) **Association Liability Insurance.** The Association shall obtain a commercial general liability insurance policy, including medical payments insurance, in an amount not less than \$1,000,000.00 per occurrence, insuring the Members, the officers of the Association, the Owners and/or the Association against any liability, death, bodily injury and/or property damage to the public or to the Owners and their tenants and invitees, incident to the ownership and/or use of the General Common Elements.

The limits and coverage shall be reviewed at least annually by the Members and varied at their discretion. The policy or policies shall be issued on a comprehensive liability basis and shall provide under the policy or policies that a Unit Owner shall not be prejudiced as respects his, her or their action against another named insured. All expenses arising from the liability insurance policy in the name of the Association, as described in this section, shall be a Common Expense.

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

- (b) **Rebuilding, Insufficient Insurance Proceeds.** If the Project is damaged or destroyed by fire or any other disaster, each Unit Owner shall use any of his or her insurance proceeds as set forth herein, and shall reconstruct, repair or replace: (1) the exterior of the improvements in his or her Unit within: (i) one-hundred eighty (180) days from the date the Owner receives any insurance proceeds related to the damage to his or her Unit, (ii) within one-hundred eighty days from commencing reconstruction, repairs or replacements, or (iii) within one-year from the date of the damage to his or her Unit, whichever is sooner; (2) the interior of his or her Unit, (3) his or her percentage of any General Common Elements, and (4) any other portion of the Project owned or assigned to his or her use, unless the Condominium is terminated, repair or replacement would be illegal under any state or local health or safety statute or ordinance, or at least one-hundred (100) percent of the Unit Owners vote not to rebuild. A vote not to rebuild does not increase an insurer's liability to loss payment obligation under a policy, and the vote does not cause a presumption of total loss. The cost of repair or replacement of a Unit in excess of the insurance proceeds is an expense of the Unit Owner to which such is assigned (or if referring to a General Common Element, an expense of the Unit Owner in the same percentage as his or her ownership).
- (c) **Quality of Repairs.** All reconstruction, repairs and replacements of a Unit shall be of the quality and to the standards and specifications of the Unit and other Units prior to the damage.
- (d) **Removal of Damaged Improvements.** If the Owners so vote as to not rebuild any Unit, or if Section 6.01(b)(1) is not completed, all damaged improvements shall be removed within thirty (30) days.

- (e) **Reconstruction or Repair of Party or Common Wall.** In the event of damage or destruction to the common wall between the Units, each Unit Owner shall cooperate with the other Unit Owner in the timing of the repair or rebuilding of such common wall.

Article 7 – Rights to Beneficiaries Under Deeds of Trust

7.01. **Consent of Mortgagee.** Consent of Mortgagee is attached hereto as **Exhibit G** and incorporated herein for all purposes. The named Mortgagee on Exhibit F is deemed to have the benefits of a Beneficiary under Section 7.02.

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

- (a) Should any of the Association’s Documents provide for a “right of first refusal,” such rights shall not impair the rights of a beneficiary under a deed of trust to the following:
- i) To exercise the power of sale, foreclosure, or take title to a Unit pursuant to the remedies provided in the deed of trust.
 - ii) To accept a deed or assignment in lieu of sale or foreclosure in the event of default by a grantor.
 - iii) To interfere with a subsequent sale or lease of a Unit so acquired by a beneficiary.
- (b) A beneficiary under a deed of trust is entitled, on request, to written notification from the Association of any default in the performance by the grantor of any obligation under the Association’s Documents that is not cured within sixty (60) days.
- (c) A beneficiary under a deed of trust is entitled, within ten (10) days, to written notification from the Association of any condemnation or casualty loss that affects either a material portion of the Project or the unit securing its mortgage;
- (d) A beneficiary under a deed of trust is entitled, within ten (10) days, to written notification from the Association of a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and
- (e) A beneficiary under a deed of trust is entitled, on request, to written notification from the Association of any proposed action that requires the consent of a specified percentage of mortgagees.
- (f) Any beneficiary under a deed of trust who obtains title to a Unit pursuant to the remedies provided in the deed of trust will not be liable for such Unit’s unpaid assessments that accrue prior to the acquisition of title to the Unit by the beneficiary.
- (g) Unless fifty-one percent (51%) or more of the beneficiaries under deeds of trust (based on one (1) vote for each deed of trust owned) or Owners other than Declarant give their prior written approval, the Association shall not be entitled to the following:
- i) By act or omission, to seek to abandon or terminate the Project.
 - ii) To change the pro rata interest or obligations of any individual Unit for the purpose of: (1) Levying assessments or charges; (2) Allocating distributions of hazard insurance proceeds or condemnation awards, or (3) Determining the pro rata share of ownership of each Unit in the Common Elements and in the improvements in the Common Elements.
 - iii) To partition or subdivide any Unit.

- iv) By act or omission, to seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements. The granting of easements for utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause.
- v) In case of loss to a Unit and/or Common Elements of the Project, to use hazard insurance proceeds for losses to any Project property (whether to Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such property, except as provided by statute.
- (h) All taxes, assessments, and charges that may become liens prior to the mortgage under local law shall relate only to the individual Units and not to the Project as a whole.
- (i) No provision of the Documents gives any Owner, or any other party, priority over any rights of a beneficiary under a deed of trust to a Unit pursuant to its deed of trust in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Units and/or the Common Elements or portions of the Common Elements.
- (j) Association assessments shall be large enough to provide for an adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis. The reserve fund will be funded through the regular monthly assessments rather than by special assessments.

Article 8 – General Provisions

8.01. Amendment and Reservation of Development Rights.

- (a) During the Development Period, this Declaration may be amended in the sole discretion of Declarant for any of the following reasons:
 - i) The right to exercise any development right permitted in the Declaration and by the Texas Uniform Condominium Act (“TUCA”), which is codified in Chapter 82 of the Texas Property Code, as may be amended from time to time;
 - ii) to correct any defects or errors in the Documents and/or exhibits, to resolve conflicts in the Documents and/or exhibits, to clarify ambiguities in the Documents and/or exhibits, and to correct misstatements, errors, or omissions in the Documents and/or exhibits;
 - iii) to meet the requirements, standards, or recommended guidelines of an underwriting lender to enable an institutional or governmental lender to make or purchase mortgage loans on the Units, including but not limited to making amendments to the Documents and insurance coverages of the Association, Units and Common Elements;
 - iv) to subdivide, divide, create, reconfigure, combine, consolidate, or alter the boundaries of a Declarant owned Unit and General Common Elements within the Property;
 - v) to make General Common Element parking spaces Limited Common Elements of a Unit or part of a Unit;
 - vi) to make changes in the Documents and/or exhibits as Declarant deems necessary in its sole discretion to finalize the development plan of the Property;
 - vii) to make the Association part of a master Association, which would be created to

- oversee management, maintenance and operations of the Association in conjunction with nearby associations and properties; and
- viii) For any other purpose, provided the amendment has no material adverse effect on any right of any non-Declarant Owner.
- (b) Declarant may amend the Declaration as allowed by Texas Property Code Section 82.067(f).
 - (c) After the Development Period ends, this Declaration may be amended only at a meeting of the Unit Owners at which the amendment is approved by a Majority vote.
 - (d) If any provision of the Documents, including but not limited to this Declaration, the Bylaws and the Rules, results in a purchaser of a Unit not being approved for a mortgage solely as a result of such provision not complying with government agency regulations for mortgage loans, with the exception of and specifically excluding FHA and VA mortgages, then within a reasonable time of a request by Declarant or the selling Unit Owner, the Owners agree to use their best efforts to cause an amendment to these Rules altering the non-compliant provision to become conforming with the existing regulations at the time of the amendment to be recorded with the county clerk in the county in which the property is located. The cost of the preparation and recording of such amendment shall be the expense of the selling Unit Owner.
 - (e) After the expiration of the Development Period, an amendment of the Declaration may not alter or destroy a Unit without the consent of the affected Owner and the Owner's mortgagee.
 - (f) Any amendment shall be evidenced by a writing that is prepared, signed, and acknowledged by Declarant, if executed during the Development Period, or by a Majority vote. The amendment shall be effective on filing in the office of the county clerk in the county where the Property is located.

8.02. **Dispute Resolution.**

- (a) Subject to the provisions hereof and the Texas Property Code, in the event of any controversy, dispute, claim, question, non-payment or disagreement arising out of or relating to this Declaration, or the Documents of the Association, or the breach thereof, the parties to such controversy, dispute, claim, question, non-payment, or disagreement shall use their best efforts to settle such controversy, dispute, claim, question or disagreement. Towards that end, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interest, attempt to reach a just and equitable solution satisfactory to all parties.
- (b) The Declarant shall be exempt from the provisions in the remainder of this Section 8.02 below, and in its sole discretion during the Development Period may exercise any remedy available if a dispute arises.
- (c) To the extent allowed by the Texas Property Code and applicable Texas law, if the parties to any controversy, dispute, claim, question, non-payment or disagreement do not reach a negotiated solution within a period of thirty (30) days after the dispute arises, then upon notice by any party to the other parties, such controversy, dispute, claim, question, non-payment, or disagreement shall be submitted to mediation before resort to binding arbitration. The consent or approval of the Association, Members or

Owners shall not be required to permit an Owner to require mediation and any subsequent arbitration.

- (d) Any party shall initiate mediation, by notifying the other parties, in writing, of his or her intent to mediate a dispute. Such notification shall set forth the nature of the dispute, the amount involved, if any, and the remedy sought. The date that the written notice is received is the Notification Date. Mediation shall be held not later than thirty (30) days from the Notification Date. A Mediator shall be jointly agreed upon between the parties, within five (5) days of the Notification Date. If the parties are unable to agree upon a Mediator, then each party shall appoint a Mediator, and those Mediators will select a disinterested Mediator who shall mediate the dispute. The fees of the Mediator and all costs of Mediation shall be shared equally by the parties.
- (e) If the parties are unable to resolve all of their disputes through mediation, then any and all remaining disputes shall immediately be submitted to arbitration. The parties shall proceed with arbitration under the rules and guidelines set forth by the American Arbitration Association. Any court with competent jurisdiction may enter any judgment resulting from arbitration.
- (f) If the need for arbitration arises, any party shall initiate arbitration, by notifying the other parties, in writing, of his or her intent to arbitrate the dispute. Such notification shall set forth the nature of the dispute, the amount involved, if any, and the remedy sought. The date that the written notice is received by the other party is the Notification Date. Arbitration shall be held not later than thirty (30) days from the Notification Date. An arbitrator shall be jointly agreed upon by the parties, within five (5) days of the Notification Date. If the parties are unable to agree upon an arbitrator, then each party shall appoint a disinterested arbitrator, and those arbitrators will select an arbitrator who shall arbitrate the dispute. The arbitration award shall include a determination as to which party or parties should incur all or a portion of the cost of arbitration, and any related fees and expenses.
- (g) Each Mediator and Arbitrator appointed hereunder shall be an unbiased, third party, with no personal interest in the outcome of the dispute.
- (h) Each party shall continue performance of its obligations under the Documents pending resolution of the dispute. Nothing herein shall be construed as limiting a party's right to seek injunctive relief to prevent a breach or anticipated breach of the Documents, pending a resolution of the controversy pursuant to the provisions of this Section.

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

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

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

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

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

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

8.09. **Notices.**

- (a) Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given when delivered personally at the appropriate address, or seventy-two (72) hours after deposit in any United States Postal Service post office box, postage prepaid, certified mail, return receipt requested, addressed to appropriate address.
- (b) Any notice to an Owner required under this Declaration shall be addressed to the Owner at the last address for the Owner appearing in the records of the Association or, if there is none, at the address of the Owner's Unit in the Project. Notice to the Association shall be addressed to the address designated by the Association and in a written notice to all Owners. Notices to the Manager shall be addressed to the address designated by the Manager, if any. Notices to Declarant shall be addressed to the address for Declarant set forth above.

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

[Signature appears on following page.]

DECLARANT'S SIGNATURE:

Albury Cove Condos LLC



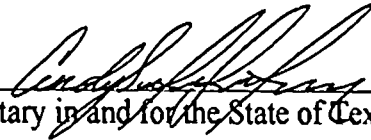
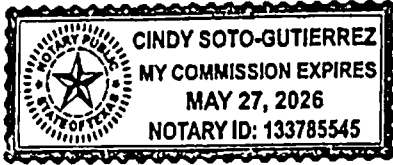
By: Wesley Wagener, Member

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

§
§

This instrument was acknowledged before me on the 14th day of June, 2023,
by Wesley Wagener, as Member of Albury Cove Condos LLC.



Notary in and for the State of Texas

Exhibit A

1901 Albury Cove, Austin, Texas 78758, otherwise known as,

Lot 6, Block C, of Amended Plat of the Village at Walnut Creek Phase 1 Section 1, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 83, Page 198D of the Plat Records of Travis County, Texas.

Exhibit B

Percentage Interests

Each Unit Owner's percentage of undivided interest in the Common Elements is:

Unit A: Twenty-Two and 50/100 Percent (22.5%)

Unit B: Twenty-Two and 50/100 Percent (22.5%)

Unit C: Twenty-Seven and 50/100 Percent (27.5%)

Unit D: Twenty-Seven and 50/100 Percent (27.5%)

Each Unit Owner's percentage of responsibility for the Common Expenses of the Association is:

Unit A: Twenty-Five Percent (25%)

Unit B: Twenty-Five Percent (25%)

Unit C: Twenty-Five Percent (25%)

Unit D: Twenty-Five Percent (25%)

Each Unit Owner's percentage of votes in the Association is:

Unit A: Twenty-Five Percent (25%)

Unit B: Twenty-Five Percent (25%)

Unit C: Twenty-Five Percent (25%)

Unit D: Twenty-Five Percent (25%)

Each Owner's Unit is the following percent of the entire Project:

Unit A: Twenty-Five Percent (25%)

Unit B: Twenty-Five Percent (25%)

Unit C: Twenty-Five Percent (25%)

Unit D: Twenty-Five Percent (25%)

Exhibit C

Declarant does not control the assessment of each Unit for property tax purposes, as assessments are made by Travis Central Appraisal District. Typically, Travis Central Appraisal District makes separate appraisals of Units as of January 1st in the year following the recording date of the Declaration. Until Travis Central Appraisal District has issued separate appraisals and tax bills for the Units, each Unit Owner's percentage of responsibility for any property taxes assessed against

the Project in its entirety, including but not limited to assessments made in the year in which this Declaration is recorded, shall be paid as follows:

Unit A: Twenty-Two and 50/100 Percent (22.5%)

Unit B: Twenty-Two and 50/100 Percent (22.5%)

Unit C: Twenty-Seven and 50/100 Percent (27.5%)

Unit D: Twenty-Seven and 50/100 Percent (27.5%)

Exhibit D

The Property is subject to the easements and restrictive covenants of record in Travis County, Texas, according to the owner's policy of title insurance issued by Title Resources Guaranty Company, dated to be effective May 19, 2023:

Volume 83, Page 86B, Plat Records of Travis County, Texas;

Volume 83, Page 198D, Plat Records of Travis County, Texas;

Volume 1638, Page 151, Deed Records of Travis County, Texas;

Volume 7970, Page 502, Deed Records of Travis County, Texas; and

Volume 7976, Page 263, Deed Records of Travis County, Texas.

Exhibit E

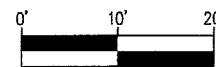
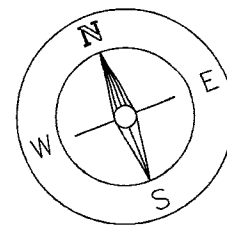
Condominium Plat

[on following page]

Condominium Plat for 1901 Cerca Domain Condominiums, a site condominium

EXHIBIT "E"

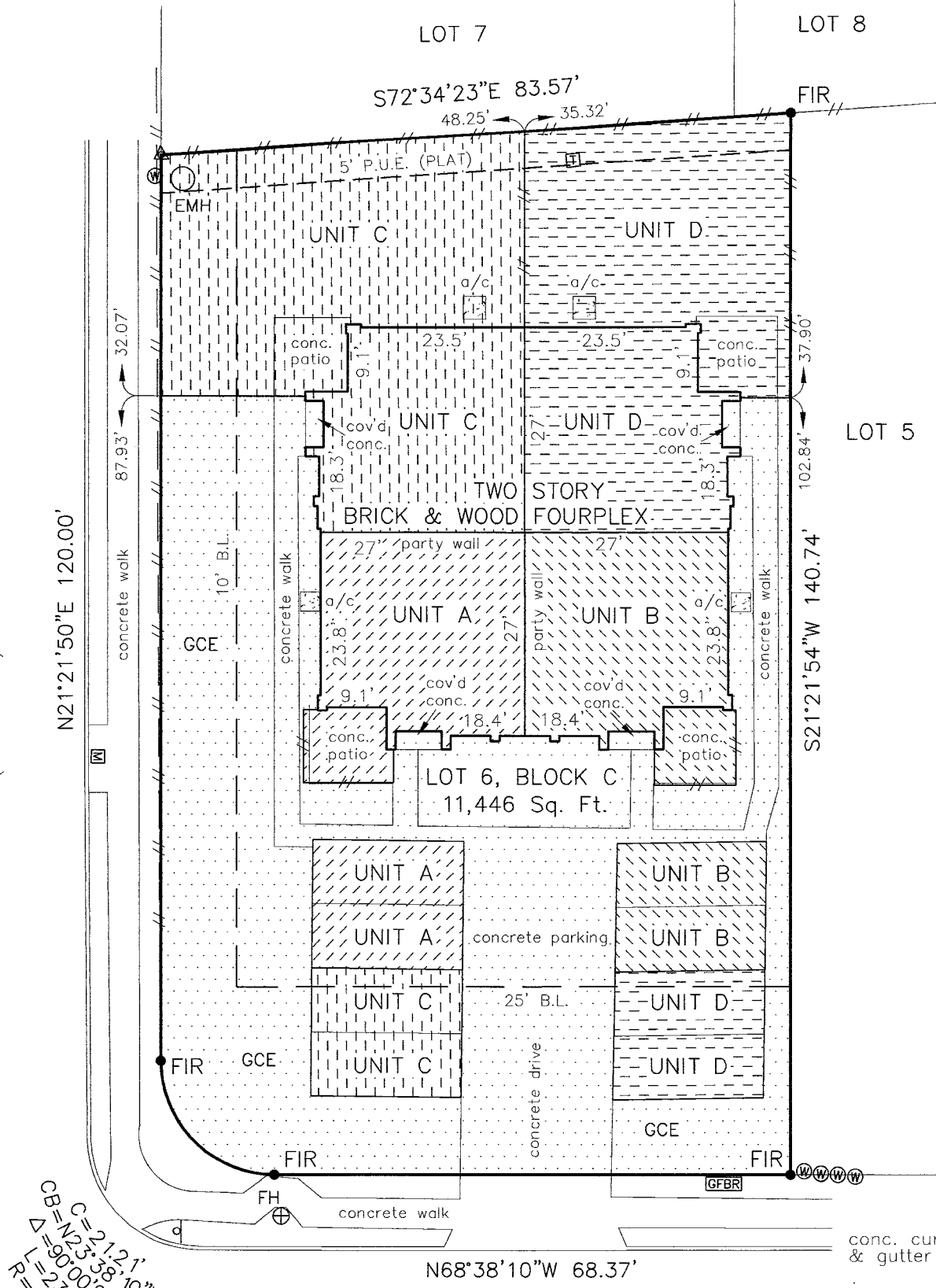
THIS SURVEY IS INTENDED TO SERVE AS A PLAT OF THE 1901 CERCA DOMAIN CONDOMINIUMS, A SITE CONDOMINIUM LOCATED ON LOT 6, BLOCK C, AMENDED PLAT OF THE VILLAGE AT WALNUT CREEK PHASE 1, SECTION 1, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 83 PAGE 198D-199A OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND CONVEYED IN DOCUMENT NO. 2022061244, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND CONTAINS ALL THE INFORMATION REQUIRED FOR THE PURPOSE OF COMPLIANCE WITH CHAPTER 82.059 OF THE UNIFORM CONDOMINIUM ACT OF TEXAS PROPERTY CODE.



GRAPHIC SCALE
1" = 20'

BEARING BASIS:
TEXAS COORDINATE SYSTEM
CENTRAL ZONE (4203), NAD83
U.S. SURVEY FEET (GRID)

Sunhollow Bend
(60' R.O.W.)



LEGEND

- 1/2" FOUND IRON ROD FIR ●
- CALCULATED POINT △
- RECORD INFORMATION ()
- WOOD FENCE ---//---
- WATER METER ⊙
- TELEPHONE PEDISTAL ⊠
- MAIL BOX ⊞
- FIRE HYDRANT FH ⊕
- SIGN ⊙
- ELECTRIC MANHOLE EMH ⊙
- GOOGLE FIBER BOX GFBR ⊠
- BUILDING LINE (PLAT) B.L.
- PUBLIC UTILITY EASEMENT P.U.E.
- UNIT A [diagonal lines]
- UNIT B [diagonal lines]
- UNIT C [vertical lines]
- UNIT D [horizontal lines]
- GENERAL COMMON ELEMENT GCE [dotted pattern]

CB=C=21.21'
LR=90.00'
LR=23.50'
LR=15.00'

#1901 Albury Cove
(60' R.O.W.)



The Undersigned Surveyor certifies that this Plat conforms to Section 82.059 of the Texas Property Code. Dated this 12th day of June 2023.

Todd Blenden

Todd Blenden, R.P.L.S. 6186
Commercial Engineering, PLLC

AREA SUMMARY:

- LOT AREA = 11,446 SQ. FT.
- UNIT A AREA = 1,150 SQ. FT.
- UNIT B AREA = 1,135 SQ. FT.
- UNIT C AREA = 2,454 SQ. FT.
- UNIT D AREA = 2,110 SQ. FT.
- GCE AREA = 4,597 SQ. FT.

Exhibit F**Maintenance Responsibility Chart**

On the date of this Declaration, the initial designation of components of Units, Limited Common Elements, if any, and General Common Elements, included within the Area of Common Responsibility is shown below.

The Declarant during the Development Period and the Association may, from time to time, include additional components of Units within the Area of Common Responsibility; however, in no event may the Association at any time remove from the Area of Common Responsibility components of Units previously designated as an Area of Common Responsibility under this Declaration unless approved in advance and in writing by the Declarant during the Development Period, or, after termination or expiration of the Development Period, by a Majority vote of the Units represented at a meeting of the Association called for the purpose of removing components from the Area of Common Responsibility. Until expiration or termination of the Development Period, any addition to the Area of Common Responsibility must be approved in advance and in writing by the Declarant.

"All aspects" includes maintenance, repair, and replacement, as needed. The components listed in the first column are applicable only if they exist and may not be construed to create a requirement to have such a component.

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY AS AREA OF COMMON RESPONSIBILITY	OWNER RESPONSIBILITY
Fences, screening walls, gates, and retaining walls around perimeter, if any.	All aspects.	None.
Shared driveway entrances, sidewalks, walkways, interior driveways and parking areas.	All aspects.	None.
General Common Element ground areas.	All aspects.	None.
Unit yard and/or patio areas.	None.	All aspects.

Utility systems shared by more than one Unit.	All aspects, with costs the equal responsibility of the Unit's served by such improvements.	None.
Utility systems serving one Unit.	None.	All aspects.
Storm sewer system and sewer lines shared by all Units.	All aspects.	None.
Roofs.	All aspects, with costs the equal responsibility of the Unit's served by such improvements.	None.
Building foundations and slabs.	All aspects, with costs the equal responsibility of the Unit's served by such improvements.	None.
Exterior vertical walls of Buildings, other exterior features of Buildings not specifically listed in chart.	All aspects, with costs the equal responsibility of the Unit's served by such improvements.	None.
Shared meters.	All aspects, with costs the equal responsibility of the Unit's served by such improvements.	None.
Trash receptacles.	None.	All aspects.
Gutters and downspouts.	All aspects, with costs the equal responsibility of the Unit's served by such improvements.	None.
Mailboxes.	All aspects, with costs the equal responsibility of the Unit's served by such improvements.	None.

Exterior light fixtures and lighting in Common Elements.	All aspects.	None.
Insulation & Weather-stripping.	None.	All aspects
Building interior, including improvements, fixtures, partition walls and floors within Unit.	None.	All aspects.
Sheetrock in Unit (walls and ceilings) & treatments on walls.	None.	All aspects.
Replacement of appliances, flooring, cabinets, countertops, and fixtures within a Unit.	None.	All aspects.
Exterior doors and windows of Units.	None.	All aspects.
Electrical lines & systems.	All aspects of lines & systems shared by all Units, with costs the equal responsibility of the Unit's served by such improvements.	All aspects of lines, pipes, fixtures, and appliances serving only that Unit.
Heating and cooling systems & water heaters.	None.	All aspects.
Intrusion alarms smoke/heat detectors, monitoring equipment.	None.	All aspects.
Cable for television or internet.	Standards for location and appearance of cable and/or conduit.	All other aspects.

Exhibit G

Consent Of Mortgagee

STATE OF TEXAS
COUNTY OF TRAVIS

§
§

The undersigned, being the sole owner and holder of a Deed of Trust lien dated March 31, 2022, recorded under Document No. 2022061370, of the Official Public Records of Travis County, Texas, securing a note of even date therewith in the amount of \$1,068,062.50, executes this Consent of Mortgagee solely for the purpose of evidencing its consent to recordation of this Declaration of Condominium Regime for the 1901 Cerca Domain Condominiums, a condominium to be filed and recorded in the Official Public Records of Travis County, Texas, and makes no representation or warranty, express or implied, of any nature whatsoever, to any Owner with respect to any Unit or the effect of the terms and provisions of this condominium regime, provided however, this consent: (i) shall not be construed to operate as a release of the lien and security interests of the Deed of Trust, (ii) shall not release, subordinate or impair or otherwise affect any and all rights the Lender has under the Deed of Trust to succeed to the rights, powers and authority of Declarant under the Declaration in the event of a foreclosure of the lien and security interests of the Deed of Trust; and (iii) shall not modify or amend the terms and provisions of the Deed of Trust.

MORTGAGEE:

HouseMax Funding Fund I LLC

By: Jeff Ulmann [signature]

Printed Name: Jeff Ulmann [printed name of person signing]

Title: General Counsel

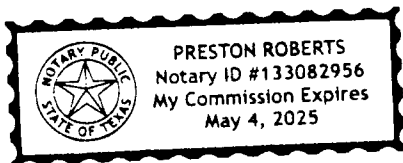
ACKNOWLEDGEMENT

STATE OF TX
COUNTY OF Travis

§
§

This instrument was acknowledged before me on the 28 day of JUNE, 2023, by Jeff Ulmann [name], as General Counsel [title] of HouseMax Funding Fund I LLC, on behalf of said entity.

[Signature]
Notary in and for the State of Texas



Item 3

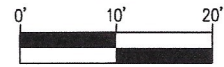
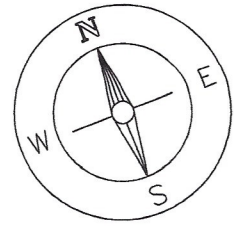
Condominium Plat

The attached condominium plat was recorded with the county as an exhibit to the Declaration of Condominium Regime. The condominium plat is included here for future reference of the owners, as sometimes details of the condominium plat are lost in the process of recording with the county.

Condominium Plat for 1901 Cerca Domain Condominiums, a site condominium

EXHIBIT "E"

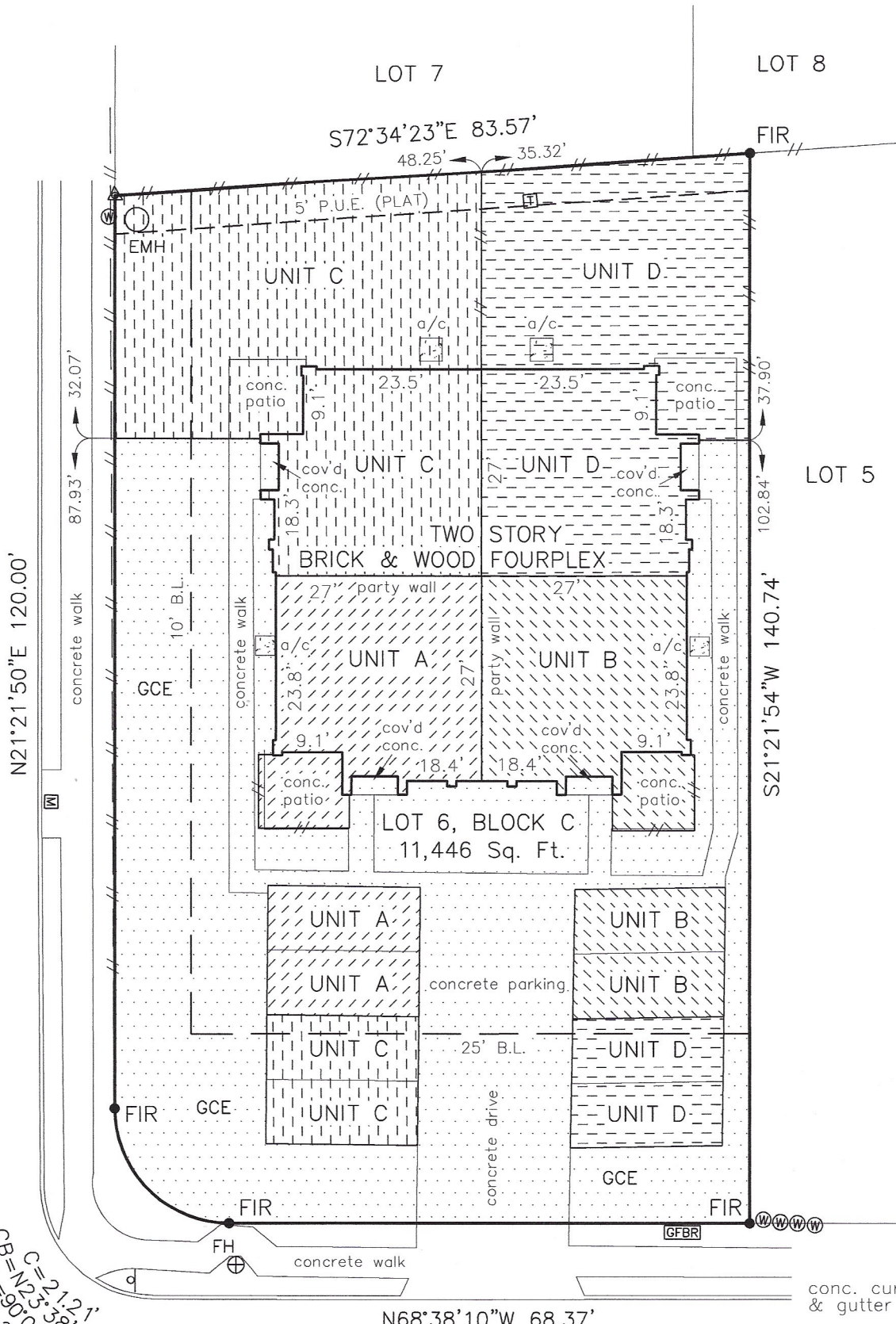
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GRAPHIC SCALE
1" = 20'

BEARING BASIS:
TEXAS COORDINATE SYSTEM
CENTRAL ZONE (4203), NAD83
U.S. SURVEY FEET (GRID)

Sunhillow Bend
(60' R.O.W.)



LEGEND

- 1/2" FOUND IRON ROD FIR ●
- CALCULATED POINT △
- RECORD INFORMATION ()
- WOOD FENCE //
- WATER METER W
- TELEPHONE PEDISTAL T
- MAIL BOX M
- FIRE HYDRANT FH ⊕
- SIGN S
- ELECTRIC MANHOLE EMH ○
- GOOGLE FIBER BOX GFBR
- BUILDING LINE (PLAT) B.L.
- PUBLIC UTILITY EASEMENT P.U.E.
- UNIT A [diagonal lines]
- UNIT B [diagonal lines]
- UNIT C [vertical lines]
- UNIT D [horizontal lines]
- GENERAL COMMON ELEMENT GCE [dotted pattern]

CB=C=2121'
N21°21'50"E 120.00'
LR=15.00'
LR=23.50'
LR=38.10"
LR=59.00"
LR=70.00"

#1901 Albury Cove
(60' R.O.W.)



The Undersigned Surveyor certifies that this Plat conforms to Section 82.059 of the Texas Property Code. Dated this 12th day of June 2023.

Todd Blenden

Todd Blenden, R.P.L.S. 6186
Commercial Engineering, PLLC

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- LOT AREA = 11,446 SQ. FT.
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- UNIT C AREA = 2,454 SQ. FT.
- UNIT D AREA = 2,110 SQ. FT.
- GCE AREA = 4,597 SQ. FT.

Item 4

Acknowledgement of Filing, Certificate of Filing and Certificate of Formation of the Association



Office of the Secretary of State

June 20, 2023

Attn: Julie Alexander Law, PC

Julie Alexander Law, PC
1700 East 2nd Street
Austin, TX 78702 USA

RE: 1901 Cerca Domain Condominium Association
File Number: 805106696

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created nonprofit corporation.

Nonprofit corporations do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <https://window.state.tx.us/taxinfo/franchise/index.html>. For information on state tax exemption, including applications and publications, visit the Comptroller's Exempt Organizations web site at <https://window.state.tx.us/taxinfo/exempt/index.html>. Information on exemption from federal taxes is available from the Internal Revenue Service web site at <https://www.irs.gov>.

Nonprofit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the involuntary termination of the corporation. Additionally, a nonprofit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its certificate of formation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555
Enclosure

Come visit us on the internet at <https://www.sos.texas.gov/>



Office of the Secretary of State

CERTIFICATE OF FILING OF

1901 Cerca Domain Condominium Association
File Number: 805106696

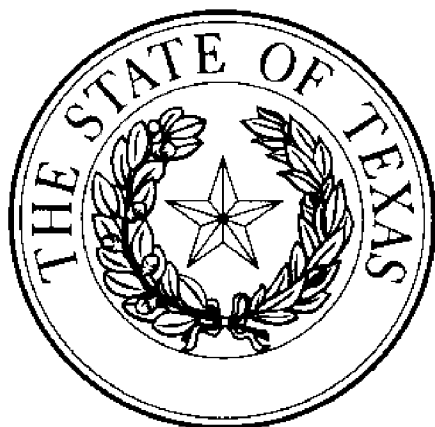
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 06/17/2023

Effective: 06/17/2023



A handwritten signature in black ink that reads "Jane Nelson".

Jane Nelson
Secretary of State

Form 202

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$25



**Certificate of Formation
Nonprofit Corporation**

**Filed in the Office of the
Secretary of State of Texas
Filing #: 805106696 06/17/2023
Document #: 1258333780004
Image Generated Electronically
for Web Filing**

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

1901 Cerca Domain Condominium Association

Article 2 – Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

Associa Hill Country

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

4009 Banister Lane, #300 Austin TX 78704

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Empty boxes for listing directors and their addresses.

Article 4 - Organization Structure

A. The corporation will have members.

or

B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

5.01 The Purposes for which the Association is formed and organized are the following:

A. Specifically and primarily to provide an organization consisting of the owners of that certain condominium project located in the City of Austin, County of Travis, State of Texas, and more particularly described in the Declaration of Condominium Regime for the 1901 Cerca Domain Condominiums, recorded in the Official Public Records of Travis County, Texas, and providing for the management, maintenance, and preservation of the Condominium Project.

B. Generally:

- i. To promote the health, safety and welfare of the owners of the Condominium Project.**
- ii. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Condominium Regime for the 1901 Cerca Domain Condominiums and the Bylaws of the Association.**
- iii. To fix, levy, collect and enforce payment of any charges or assessments as set forth in the Declaration and to pay all expenses in connection with such charges or assessments and all other expenses incidental to the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association.**
- iv. To acquire (by gift, purchase, or otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, or otherwise to dispose of real or personal property in connection with the affairs of the Association.**
- v. To borrow money, to mortgage, to pledge, to deed in trust, or to hypothecate any or all of the Associations real or personal property as security for money borrowed or debts incurred.**
- vi. To have and to exercise any and all powers, rights, and privileges that a corporation organized under the Texas Business Organizations Code by law may now or at a later time have or exercise.**
- vii. To act in the capacity or principal, agent, joint venturer, partner, or otherwise.**

C. Notwithstanding any of the above statements of purposes, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Initial Mailing Address

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

**4009 Banister Lane, #300
Austin, TX 78704
USA**

Organizer

The name and address of the organizer are set forth below.

Julie Alexander Law PC 1700 East 2nd Street, Suite 200, Austin, Texas 78702

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or

fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Julie Alexander, Attorney

Signature of organizer.

FILING OFFICE COPY

Item 5

Bylaws



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Jul 10, 2023 10:05 AM Fee: \$62.00

2023076157

Electronically Recorded

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

BYLAWS

1901 Cerca Domain Condominium Association **1901 Albury Cove, Austin, Texas 78758**

STATE OF TEXAS COUNTY OF TRAVIS

Capitalized terms in these Bylaws of the 1901 Cerca Domain Condominium Association shall have the same meaning as defined in the Declaration of Condominium Regime for the 1901 Cerca Domain Condominiums, unless otherwise defined below.

1. OFFICES

1.1. REGISTERED OFFICE AND AGENT. The registered office and registered agent of the 1901 Cerca Domain Condominium Association, a Texas nonprofit corporation, (hereafter "Association") shall be as set forth in the Association's Certificate of Formation. The registered office or the registered agent may be changed by resolution of the Members, upon making the appropriate filing with the Texas Secretary of State.

1.2. PRINCIPAL OFFICE AND OTHER OFFICES. The principal office of the Association shall be at 1901 Albury Cove, Austin, Texas 78758, Unit A, provided that the Members shall have the power to change the location of the principal office.

2. MEMBERS

2.1. MANAGEMENT BY MEMBERS. All Members of the Association must be Owners at the 1901 Cerca Domain Condominiums, located at 1901 Albury Cove, Austin, Texas 78758. Management of the affairs of the Association is vested in its Members. The Members shall be comprised of all of the Owners of the 1901 Cerca Domain Condominiums, as may vary from time to time due to transfer of ownership.

2.2. CLASSES OF MEMBERS. The Association shall have one class of Members.

2.3. ELECTION OF MEMBERS. New Members of the Association are automatically elected to membership in the Association by meeting the qualifications of being an Owner.

2.4. TERMINATION OF MEMBERSHIP. Membership in the Association is automatically terminated upon any Member ceasing to be an Owner.

2.5. TRANSFER OF MEMBERSHIP. Membership in the Association is neither transferable nor assignable.

2.6. PLACE OF MEETING. The place of any annual meeting or any special meeting shall be the registered office of the Association in the State of Texas, unless otherwise agreed by the Members. If all of the Members consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

2.7. ANNUAL MEETING. The annual meeting of the Members shall be held on the date and time set by a Majority vote of the Units. Failure to hold the annual meeting at the designated time shall not work a dissolution of the Association. In the event the Members fail to call the annual meeting at the designated time, any Member may make demand that such meeting be held within a reasonable time, such demand to be made in writing by registered mail directed to any officer of the Association.

2.8. NOTICE OF MEETING. Unless the meeting is held by unanimous consent of the Members, written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, by e-mail, or by mail, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting, to each Member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon paid. If transmitted by e-mail, notice is deemed to be delivered on successful transmission of the e-mail.

2.9. SPECIAL MEETINGS. Special meetings of the Members may be called by the President, or by any Member, and may be held by unanimous consent of the Members. Only business within the purpose or purposes described in the notice or executed waiver of notice may be conducted at a special meeting. Any person or persons entitled hereunder to call a special meeting may do so only by written request sent by certified mail or delivered in person to the President or Secretary. The officer receiving the written request shall within ten days from the date of its receipt cause notice of the meeting to be given in the manner provided by these Bylaws to all Members. If the officer does not give notice of the meeting within ten days after the date of receipt of the written request, the person or persons calling the meeting may fix the time of meeting and give the notice in the manner provided in these Bylaws.

2.10. VOTING OF MEMBERS. Each Unit in the Condominium is entitled to the following percentage of votes in the Association:

Unit A: Twenty-Five Percent (25%)

Unit B: Twenty-Five Percent (25%)

Unit C: Twenty-Five Percent (25%)

Unit D: Twenty-Five Percent (25%)

Each Owner within a Unit is entitled to an equal percentage of the Unit's voting percentage. The votes cast by a Majority vote of the Units shall control, provided that if the Owners are deadlocked and any Unit is owned by Declarant, the vote of Declarant shall control.

A Member may vote in person, by telephone, by electronic mail, or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Each proxy shall be revocable unless expressly provided therein to be irrevocable. Elections of officers may be conducted by mail, by e-mail, or by any combination thereof.

A Majority of the votes entitled to be cast by the Members present or represented by proxy 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 Certificate of Formation, or these Bylaws. When not specified in these Bylaws, voting or agreement of the Members shall be by a Majority vote. Any vote may be taken by voice or show of hands unless a Member entitled to vote, either in person or by proxy objects, in which case written ballots shall be used.

2.11. QUORUM OF MEMBERS. Members holding a Majority of the votes entitled to be cast, represented in person or by proxy, shall constitute a quorum. Once a quorum is present at a meeting of Members, the Members represented in person or by proxy at the meeting may conduct such business as may be properly brought before the meeting until it is adjourned, and the subsequent withdrawal from the meeting of any Member or the refusal of any Member represented in person or by proxy to vote shall not affect the presence of a quorum at the meeting. The Members represented in person or by proxy at a meeting of Members at which a quorum is not present may adjourn the meeting until such time and to such place as may be determined by a Majority vote of the Members represented in person or by proxy at that meeting.

2.12. FIXING RECORD DATES FOR DETERMINING MEMBERS ENTITLED TO VOTE AND NOTICE. The record date for determining the Members entitled to notice of a Members' meeting and for determining the Members entitled to vote at a Members' meeting shall be the close of business on the business day preceding the date on which notice is given, or if notice is waived, at the close of business on the business day preceding the date of the meeting. A determination of Members entitled to notice of or to vote at a Members' meeting is effective for any adjournment of the meeting unless the Members fix a new date for determining the right to notice or the right to vote. The Members must fix a new date for determining the right to notice or the right to vote if the meeting is adjourned to a date more than ninety (90) days after the record date for determining Members entitled to notice of the original meeting.

2.13. VOTING LISTS. After fixing a record date for the notice of a meeting, the Secretary shall prepare an alphabetical list of the names of all the voting Members who are entitled to notice of the meeting. The list must show the address and number of votes each voting Member is entitled to cast at the meeting. The Secretary shall make the list of voting Members available at the meeting, and any voting Member or voting Member's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

2.14. ACTION BY MEMBERS WITHOUT MEETING. Any action required by the Texas Business Organizations Code 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 to be taken, shall be signed by all the Members entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote. Each written consent shall bear the signature of each Member who signs the consent. A written consent signed by less than all of the Members is not effective to take the action that is the subject of the consent. A digital, photographic, or other similar signature or similar reproduction of a writing signed by a Member shall be regarded as signed by the Member.

2.15. CERTIFICATES OF MEMBERSHIP. Membership in the Association shall be uncertificated. The Members may provide for the issuance of certificates, cards, or other instruments evidencing membership rights, voting rights or ownership rights, which shall be in such form as may be determined by the Members.

3. OFFICERS

3.1. NUMBER OF OFFICERS. The officers of the Association shall consist of a President, a Secretary, and a Treasurer and may also consist of such other officers as may be deemed necessary by the Members. New offices may be created and filled at any meeting of the Members. Any two or more offices may be held by the same person, except the offices of President and Secretary.

3.2. ELECTION OF OFFICERS AND TERM OF OFFICE. All officers shall be elected or appointed by a Majority vote for such terms not exceeding three (3) years. If the Owners are unable to agree upon who shall serve as officers, the Members shall rotate serving as President, Secretary, and Treasurer for one-year terms.

3.3. REMOVAL OF OFFICERS, VACANCIES. Any officer elected or appointed may be removed by a Majority vote. Election or appointment of an officer or agent shall not of itself create contract rights. A vacancy in any office because of death, removal, disqualification or otherwise, may be filled by the Members for the unexpired portion of the term.

3.4. POWERS OF OFFICERS. Each officer shall have, subject to these Bylaws, in addition to the duties and powers specifically set forth herein, such powers and duties as are commonly incident to that office and such duties and powers as the Members shall from time to time designate. All officers shall perform their duties subject to the directions and under the supervision of the Members. The President may secure the fidelity of any and all officers by bond or otherwise.

In the discharge of a duty imposed or power conferred on an officer of the Association, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Association or another person, that were prepared or presented by: (1) one or more other officers or employees of the Association, including Members; or (2) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence. An officer is not relying in good faith within the meaning of this section if the officer has knowledge concerning the matter in question that makes reliance otherwise permitted by this subsection unwarranted.

3.5. PRESIDENT. The President shall be the chief executive officer of the Association and shall preside at all meetings of all Members. Such officer shall see that all orders and resolutions of the Members are carried out, subject, however, to the right of the Members to delegate specific powers, except such as may be by statute exclusively conferred on the President, to any other officers of the Association. The President shall execute bonds, mortgages and other instruments in the name of the Association.

3.6. SECRETARY. The Secretary shall attend all meetings of the Members and shall record all votes and the minutes of all proceedings and shall perform like duties for any committees when required. The Secretary shall give or cause to be given notice of all meetings of the Members and shall perform such other duties as may be prescribed by the Members. In the absence of the Secretary, the minutes of all meetings of the Members shall be recorded by such person as shall be designated by the President.

3.7. TREASURER. The Treasurer shall have the custody of the corporate funds 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 Members. The Treasurer shall disburse the funds of the Association as may be ordered by the Members, taking proper vouchers for such disbursements. The Treasurer shall keep and maintain the Association's books of account and shall render to the President and Members an account of all of his or her transactions as Treasurer and of the financial condition of the Association and exhibit the books, records and accounts to the President or Members at any time. The Treasurer shall disburse funds for capital expenditures as authorized by the Members.

4. INDEMNIFICATION AND INSURANCE

4.1. INDEMNIFICATION. The Association shall have the full power to indemnify and advance expenses pursuant to the provisions of the Texas Business Organizations Code to any person entitled to indemnification under the provisions of the Texas Business Organizations Code.

4.2. INSURANCE. The Association may purchase and maintain insurance or another arrangement on behalf of any person who is a Member, officer, employee, or agent of the Association or who is serving at the request of the Association as an officer, trustee, employee, agent, or similar functionary of another foreign or domestic entity, against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person, whether or not the Association would have the power to indemnify him or her against that liability. Without limiting the power of the Association to procure or maintain any kind of insurance or other arrangement, the Association may, for the benefit of persons indemnified by the Association: (1) create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (4) establish a letter of credit, guaranty, or surety arrangement. The insurance or other arrangement may be procured, maintained, or established within the Association or with any insurer or other person deemed appropriate by the Members regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or part by the

Association. In the absence of fraud, the judgment of the Members as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement shall be conclusive and the insurance or arrangement shall not be voidable and shall not subject the Members approving the insurance or arrangement to liability, on any ground, regardless of whether Members participating in the approval are beneficiaries of the insurance or arrangement.

5. MISCELLANEOUS

5.1. WAIVER OF NOTICE. Whenever any notice is required to be given to any Member of the Association under the provisions of the Texas Business Organizations Code or under the provisions of the Certificate of Formation or these Bylaws, 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.

5.2. MEETINGS BY TELEPHONE CONFERENCE OR OTHER REMOTE COMMUNICATIONS TECHNOLOGY. Subject to the provisions required or permitted by the Texas Business Organizations Code and these Bylaws for notice of meetings, Members of the Association, or Members of any committee may participate in and hold a meeting of such Members or committee by means of: (1) conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other; or (2) another suitable electronic communications system, including videoconferencing technology or the Internet, only if: (a) each Member entitled to participate in the meeting consents to the meeting being held by means of that system; and (b) the system provides access to the meeting in a manner or using a method by which each Member participating in the meeting can communicate concurrently with each other participant. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

5.3. DOCUMENT PRODUCTION AND COPYING POLICY. The Association shall keep digital copies of correct and complete books and records of accounts, minutes of the proceedings of the Members and any committees, and records of the names and addresses of its Members entitled to vote. As the Association is member managed, each Owner shall maintain digital copies of all Association records and shall provide all records to any purchaser of his or her Unit. If an Owner or an Owner's authorized representative would like to request copies of or access to the books and records of the Association, including financial records, the Association shall make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant. An Owner is entitled to obtain from the association copies of information contained in the books and records.

An Owner or the Owner's authorized representative must submit a written request for access or information by certified mail, with sufficient detail describing the Association's books and records requested, to the mailing address of the Association or authorized representative as reflected on the most current management certificate filed under Texas Property Code Section

82.116. The request must contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records and: (1) if an inspection is requested, the Association, on or before the 10th business day after the date the Association receives the request, shall send written notice of dates during normal business hours that the Owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association; or (2) if copies of identified books and records are requested, the Association shall, to the extent those books and records are in the possession, custody, or control of the Association, produce the requested books and records for the requesting party on or before the 10th business day after the date the Association receives the request, except as otherwise provided by this section.

If the Association is unable to produce the books or records requested on or before the 10th business day after the date the Association receives the request, the Association must provide to the requestor written notice that: (1) informs the requestor that the Association is unable to produce the information on or before the 10th business day after the date the Association received the request; and (2) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th business day after the date notice under this subsection is given. If an inspection is requested or required, the inspection shall take place at a mutually agreed on time during normal business hours, and the requesting party shall identify the books and records for the Association to copy and forward to the requesting party. An Association may produce books and records requested under this section in hard copy, electronic, or other format reasonably available to the Association.

The Association shall charge the requesting Owner the following fees and expenses for compilation, production, and reproduction of information requested under this section:

- (1) Copies - \$.10/page. Each side or part of a page is considered a page.
- (2) Diskette, Rewritable CD (CD-RW), Non-rewritable CD (CD-R), Audio cassette - \$1.00
- (3) Magnetic tape, Data cartridge, Tape cartridge, JAZ drive, Other electronic media, Specialty paper (e.g.: Mylar, blueprint, blue-line, map, photographic) - actual cost
- (4) Digital video disc (DVD) - \$3.00
- (5) VHS video cassette - \$2.50
- (6) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper - \$.50/page. Each side or part of a page is considered a page.
- (7) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the Association may charge for the programmer's time. The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.
- (8) All other labor shall be charged at \$15.00 an hour.
- (9) Overhead charge.
- (10) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge.
- (11) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(12) Sales tax may be charged.

The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the Owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the Owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the unit owner not later than the 30th business day after the date the invoice is sent to the Owner. The Association must estimate costs under this section using amounts prescribed above.

Except as provided by herein and to the extent the information is provided in the meeting minutes, the Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual Owner of an Association, an Owner's personal financial information, including records of payment or nonpayment of amounts due to the Association, an Owner's contact information, other than the Owner's address, or information related to an employee of the Association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual Owner. The books and records described above shall be released or made available for inspection if: (1) the express written approval of the Owner whose records are the subject of the request for inspection is provided to the Association; or (2) a court orders the release of the books and records or orders that the books and records be made available for inspection.

The Association shall retain documents according to the following requirements: (1) certificates of formation, bylaws, dedicatory instruments, and all amendments to the certificates of formation, bylaws, and dedicatory instruments shall be retained permanently; (2) financial books and records shall be retained for seven years; (3) account records of current unit owners shall be retained for five years; (4) contracts with a term of one year or more shall be retained for four years after the expiration of the contract term; (5) minutes of meetings of the unit owners and the board shall be retained for seven years; and (6) tax returns and audit records shall be retained for seven years.

5.4. SEAL. The Association may adopt a corporate seal in such form as the Members may determine but is not required to do so. The Association shall not be required to use the corporate seal and the lack of the corporate seal shall not affect an otherwise valid contract or other instrument executed by the Association.

5.5. CONTRACTS. The Members may authorize any officer(s) or agent(s) of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute any instrument on behalf of the Association, and such authority may be general or confined to specific instances.

5.6. CHECKS, DRAFTS, ETC. All checks, drafts or other instruments for payment of money or notes of the Association shall be signed by two (2) persons, who shall be Owners of separate Units in the Project, or as otherwise shall be determined by the Members.

5.7. DEPOSITS. All funds of the Association shall be deposited to the credit of the Association in such banks or other depositories as the Members may select.

5.8. GIFTS. The Members may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

5.9. FINANCIAL RECORDS AND ANNUAL REPORTS. The Association shall maintain current true and accurate financial records with full and correct entries made with respect to all financial transactions of the Association, including all income and expenditures, in accordance with generally accepted accounting practices. All records, books, and annual reports (if required by law) of the financial activity of the Association shall be kept digitally or in hard copy at the registered office or principal office of the Association in this state for at least three years after the closing of each fiscal year and shall be available to Members for inspection and copying there during normal business hours. The Association may charge for the reasonable expense of preparing a copy of a record or report.

5.10. FISCAL YEAR. The fiscal year of the Association shall end on December 31 of each year, unless determined otherwise by the Members.

6. CONSTRUCTION

6.1. PRONOUNS AND HEADINGS. All personal pronouns used in these Bylaws shall include the other gender whether used in masculine or feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate. All headings herein are for the parties' convenience only and neither limit nor amplify the provisions of these Bylaws.

6.2. INVALID PROVISIONS. If any one or more of the provisions of these Bylaws or the applicability of any such provision to a specific situation shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any such provision shall not be affected thereby.

7. AMENDMENT OF BYLAWS

A Majority vote is required to amend or repeal these Bylaws, or adopt new Bylaws, unless the Certificate of Formation and/or the Texas Business Organizations Code limit such powers.


CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the Bylaws of the 1901 Cerca Domain Condominium Association, a Texas nonprofit corporation and condominium association, as adopted by the Members to be effective on July 7, 2023.

[Signature appears on following page.]

APPROVED BY MEMBER:

Albury Cove Condos LLC



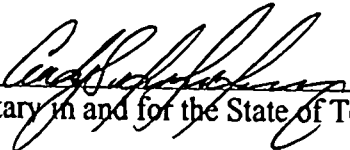
By: Wesley Wagener, Member

ACKNOWLEDGEMENT

**STATE OF TEXAS
COUNTY OF TRAVIS**

§
§

This instrument was acknowledged before me on the 14th day of June, 2023, by Wesley Wagener, as Member of Albury Cove Condos LLC.


Notary in and for the State of Texas

Item 6

Rules and Regulations



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Jul 10, 2023 10:05 AM Fee: \$46.00

2023076158

Electronically Recorded

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

RULES AND REGULATIONS

1901 Cerca Domain Condominiums **1901 Albury Cove, Austin, Texas 78758**

STATE OF TEXAS **COUNTY OF TRAVIS**

These Rules and Regulations for the 1901 Cerca Domain Condominiums (“Rules”) apply to the Units and Common Elements of the 1901 Cerca Domain Condominiums, located at 1901 Albury Cove, Austin, Texas 78758 (the “Property”). Words as defined in the Declaration of Condominium Regime for the 1901 Cerca Domain Condominiums shall have the same meaning in these Rules. By owning or occupying a Unit in the 1901 Cerca Domain Condominiums, each Owner and/or resident of a Unit agrees to abide by these Rules, as well as the obligations of Owners and/or residents of a Unit provided in the Declaration and Bylaws. **These Rules may be modified by a Majority vote, except as set forth in the Documents.**

For the convenience of the 1901 Cerca Domain Condominiums’ Owners and residents, these Rules may restate some of the rules and covenants contained in the Declaration. Words and phrases defined in the Declaration shall have the same meaning when used in these Rules. In the event of a conflict between Documents, the hierarchy of authority shall be as follows: Declaration (highest), Certificate of Formation, Bylaws, and these Rules (lowest).

A. COMPLIANCE

A-1. Compliance. Each Owner shall comply with the provisions of these Rules, the Declaration, the Certificate of Formation, the Bylaws, and community policies promulgated by the Members to supplement these Rules, as any of these may be revised from time to time. Each Owner, additionally, shall be responsible for compliance with the Documents by the occupants of his or her Unit, and his or her respective family, invitees, tenants, agents, employees, or contractors. Use of “Owner” or “resident” in these Rules shall be deemed to include and apply to the Owner and to all persons for whom Owner is responsible.

A-2. Waiver. Certain circumstances may warrant waiver or variance of these Rules. An Owner must make written application to the Members for such waiver or variance. If the Members deem the waiver or variance warranted, the Members may condition its approval, which must be in writing to be effective.

B. OBLIGATIONS OF OWNERS AND RESIDENTS

B-1. Safety. Each resident is solely responsible for his or her own safety and for the safety, well-being and supervision of his or her guests or invitees and any person in the Property to whom the resident has a duty of care, control, or custody.

B-2. Damage and Reimbursement for Damage. Each Owner is responsible for any loss or damage to his or her Unit, the other Unit, the personal property of other residents or their guests, or to the Property and improvements, if such loss or damage is caused by the Owner, Owner's guest, agent, tenant, or invitee, or by any person for whom the Owner is responsible. An Owner shall promptly reimburse the Association and/or the affected Owner for the cost of damage to the Property caused by the negligent or willful conduct of the Owner or persons for whom the Owner is responsible.

B-3. Association Does Not Insure Personal Property. Each resident is solely responsible for insuring his or her personal property in and on any Unit or in the Property, including but not limited to personal property, furnishings, furniture, automobiles, and items kept in storage areas. Personal property placed in or on any Unit or the Property shall be solely at the risk of the resident or the Owner of such personal belongings.

B-4. Risk Management. No resident or Owner shall permit anything to be done or kept in his or her Unit or the Property which will result in the cancellation of insurance on any Unit, or any part of the Property, or which may be in violation of any law.

B-5. Reimbursement for Enforcement. An Owner shall promptly reimburse the Association or any other Owner for any expenses (including attorneys' fees and associated costs and expenses of enforcement) incurred by the Association or any other Owner in enforcing the Documents against the Owner, his or her Unit, or persons for whom the Owner is responsible.

C. OCCUPANCY STANDARDS AND LEASES

C-1. Numbers. A Unit may be occupied by no more than the number of occupants as allowed by local authorities, unless higher occupancy is mandated by public agencies that enforce governmental policy.

C-2. Danger. The Association may prohibit occupancy by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others, pursuant to the Fair Housing Act.

C-3. Pets. Pets may be kept in Units, subject to local rules and regulations and rules adopted by the Members. Each Owner shall be responsible for picking up any and all animal excrement from his or her Unit, and each Owner shall promptly pick up any and all animal excrement from his or her pets from the General Common Elements. Additionally, all indoor spaces inhabited by animals shall be maintained so as to assure that no odors cause annoyance to the neighboring Owners.

C-4. Lease Conditions. Each Owner and tenant is subject to and must comply with all provisions of the Documents, federal and state laws, and local ordinances. Units may be leased or rented for a "short-term", "corporate", "vacation", "weekend", or other similar purpose or lease scenarios. All leases must be in writing and the name of the occupants must be listed on the lease, except when leased for a "short-term", "corporate", "vacation", "weekend", or other similar purpose or lease scenarios. **This Section C-4 may only be modified by a unanimous vote of the Units.**

D. GENERAL USE AND MAINTENANCE OF UNIT

D-1. Residential Use. Each Unit must be used solely for residential use and may not be used for commercial or business purposes. This restriction shall not prohibit a resident from leasing his or her Unit as allowed herein, using his or her Unit for personal business or professional pursuits, provided that: (i) such use is incidental to the Unit's residential use; (ii) such use conforms to all applicable laws and ordinances; (iii) there is no external evidence of such use; and (iv) such use does not entail excessive visits to the Unit by the public, employees, suppliers, or clients.

D-2. Noise and Illegal Activity. No Unit may be used in any way that: (i) may endanger the health or safety of other residents; or (ii) may violate any law or any provision of the Documents. No unsafe, noxious, offensive, or illegal activity, noise or odor is permitted on the Property.

D-3. Outside Areas. Each Owner or resident shall keep his or her Unit and outside areas in a good state of cleanliness. A patio may not be used for storage purposes, without the prior written consent of the other Owner(s).

D-4. Waste Disposal. No rubbish, trash or garbage or other waste materials shall be kept or permitted upon any Unit or the Property, except in sanitary containers located in designated or appropriate areas. If there are not common dumpsters on the Property, each Owner or resident must store any and all garbage, recycling and compost bins in a manner, which is least visible from the street and/or the other Unit, or in a location designated by the Association or property management company. Each Owner or resident shall use reasonable efforts to not place any garbage or recycling bins on the street for pick-up prior to 12:00 p.m. on the day prior to the waste disposal pick-up day. Each Owner or resident shall use reasonable efforts to remove from the street and properly store all garbage, recycling and compost bins as soon as possible after waste disposal pick-up, but no later than 12:00 p.m. on the day following the waste disposal pick-up day.

D-5. Glass. Each Owner, at his sole cost and expense, shall promptly repair and replace any broken or cracked glass in his or her Unit's windows and doors.

D-6. Hazardous Waste or Materials. Nothing shall be done or kept in any Unit or in the Property that will increase the rate of insurance on a Unit or the Property. No Owner shall permit anything to be done or kept in the Owner's Unit or in the Property that will result in the cancellation of insurance on any Unit or any part of the Property, nor that would be in violation of any law. No waste shall be permitted in the Property. No gasoline, kerosene, cleaning solvents, or other flammable liquids shall be stored in the Property or in any Unit, provided, however, that reasonable amounts in suitable containers may be stored in storage spaces.

All toxic and hazardous waste products shall be properly disposed of in compliance with applicable law with respect thereto. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, anti-freeze, solvents, paints, paint thinners, wood preservatives and other such fluids shall not be discharged into any public street or any storm drain or storm-water conveyance system within the Property. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers and other such chemical treatments shall meet Federal, State, and City requirements as prescribed in their respective containers. An offending Owner shall indemnify, defend and hold harmless the City and any other Owner, including Declarant, and any other Owner's respective tenants, guests and invitees, from all damages, losses, causes of action, liabilities, costs and expenses, including remedial costs and attorneys' fees incurred or sustained in connection with any damage, or damage resulting from such hazardous materials kept, maintained or released in the Property.

D-7. Garage/Yard Sale. No garage and/or yard sales are permitted, without the prior written consent of the other Owner(s), with the exception of one (1) such sale per year per Unit.

D-8. Outside Furniture. No furniture of a kind typically used as inside furniture (including but not limited to inside sofas, inside reclining chairs, futons, etc.) shall be used or stored outside of a Unit, including outside areas such as patios or decks. Outdoor furniture designed to look like interior sofas and sold as outside furniture shall be specifically allowed.

D-9. Lawn Equipment. All lawn equipment and machinery (including but not limited to lawn mowers, edging machines, shovels, etc.) shall be stored so that such equipment or machinery is not reasonably visible from the street.

D-10. Clotheslines. No clotheslines of any kind may be used in any Unit, unless such clotheslines are not reasonably visible from the street.

D-11. Fires and Outdoor Cooking. There shall be no exterior fires, except those customary for outdoor cooking, or contained in a structure customary for heating outdoor areas. Residential barbecue pits, hibachis or other cooking appliances using charcoal, wood or gas as a fuel cannot be used near combustible materials or closer than five feet to any portion of a combustible building.

D-12. Compost. No lumber, grass, shrub or tree clippings, plant waste, materials, bulk material, scrap, refuse or trash shall be stored or allowed to accumulate on any portion of the Unit, except within an enclosed structure appropriately screened from view.

D-13. Abandoned Items. No item or object of any type shall be stored, placed, or maintained anywhere on the General Common Elements, except with the prior written consent of the other Owner(s). Items of personal property found on General Common Elements are deemed abandoned and may be disposed of by any Owner.

E. VEHICLE RESTRICTIONS

E-1. Vehicle Parking. No Owner shall park, store, or keep any automobile or other motor vehicle in his or her Unit except in driveways designated for the Owner by the Documents, and no inoperable vehicle shall be stored anywhere on the Property. Boats, water vehicles (such as jet skis), campers, trucks larger than standard size (1/2 ton), trailers, other recreational vehicles, motorcycles, motorbikes, motor scooters or other similar vehicles may be parked only in areas intended to serve that purpose.

E-2. No Obstruction. No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the Property. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Property. No vehicle may be parked, even temporarily, in another Unit or in the General Common Elements, without the consent of the other Unit Owners.

F. MISCELLANEOUS

F-1. Revision. These Rules are subject to being revised, replaced, or supplemented by a Majority vote.

F-2. Other Rights. These Rules are in addition to, and shall in no way whatsoever detract from, the rights of the Association under the Declaration, Bylaws, Certificate of Formation, and the laws of the State of Texas.

F-3. Effective Date. These Rules are the Rules and Regulations of 1901 Cerca Domain Condominium Association and shall become effective July 7, 2023.

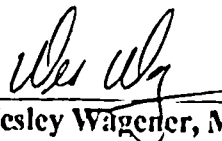
CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the Rules of the 1901 Cerca Domain Condominium Association, a Texas nonprofit corporation and condominium association, as adopted by the Members.

[Signature appears on following page.]

APPROVED BY MEMBER:

Albury Cove Condos LLC



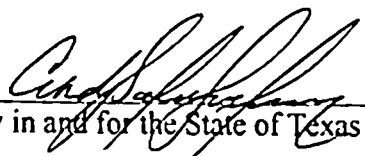
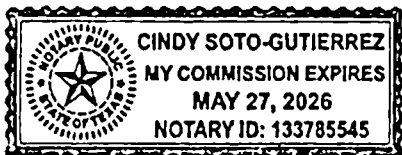
By: Wesley Wagener, Member

ACKNOWLEDGEMENT

**STATE OF TEXAS
COUNTY OF TRAVIS**

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This instrument was acknowledged before me on the 14th day of June, 2023, by Wesley Wagener, as Member of Albury Cove Condos LLC.



Notary in and for the State of Texas

Item 7

**UWC for Organizational
Meeting**

1901 Cerca Domain Condominium Association
Unanimous Written Consent of Members
In Lieu of Organizational Meeting

The undersigned, Members of the 1901 Cerca Domain Condominium Association, a Texas nonprofit corporation (hereafter “Association”), pursuant to the Texas Business Organizations Code, hereby adopt the following resolutions in lieu of holding an Organizational Meeting of the Members.

CERTIFICATE OF FORMATION

RESOLVED, that the Certificate of Filing issued by the Secretary of State of Texas and the Certificate of Formation of the Association filed with the Secretary of State of Texas on June 17, 2023, are approved, and the Secretary of the Association is instructed to place same in the minute book of the Association.

BYLAWS

RESOLVED, that the Bylaws for the 1901 Cerca Domain Condominium Association, as recorded in the document titled Bylaws of the 1901 Cerca Domain Condominium Association, are hereby approved and adopted as the Bylaws for the Association, and the Secretary is instructed to place a copy thereof in the record book of the Association.

RULES AND REGULATIONS

RESOLVED, that the Rules and Regulations for the 1901 Cerca Domain Condominium Association, as recorded in the document titled Rules and Regulations for the 1901 Cerca Domain Condominium Association, are hereby approved and adopted as the Rules and Regulations for the Association, and the Secretary is instructed to place a copy thereof in the record book of the Association.

CORPORATE RECORD BOOK

RESOLVED, that the digital copies of the formation and governing documents for the Association are formally adopted as the record book of the Association.

RESOLVED, that the Association maintain appropriate corporate records, including but not limited to digital copies of the Association’s original and any amended, corrected or restated, Certificates of Filing, Certificates of Formation, Bylaws, Rules and Regulations, minutes of meetings, and written consents.

SEAL

RESOLVED, that the Association shall not adopt a corporate seal.

RESOLVED, that the Association shall not be required to use a corporate seal and the lack of the corporate seal shall not affect an otherwise valid contract or other instrument executed by the Association.

OFFICERS

RESOLVED, that the following persons are elected to the offices set forth opposite their names to serve as such at the pleasure of the Members:

<u>Office</u>	<u>Name</u>
President	Wesley Wagener
Secretary	Jonathan Hubbard
Treasurer	Wesley Wagener

BANK ACCOUNT

RESOLVED, that the Association may establish in its name one or more accounts with one or more financial institutions on such terms and conditions as may be agreed with said financial institutions, and that the Members of the Association are authorized to execute any resolutions required by said financial institutions for such accounts and to designate at least two (2) persons, who shall be Owners of separate Units in the Project, to be jointly authorized to write checks and make withdrawals on such accounts on behalf of the Association.

INSURANCE

RESOLVED, that unless otherwise decided by a Majority vote of the Units, the Master Association shall maintain property insurance and general liability insurance, including medical payments insurance, in the amount of \$1,000,000.00, as described in the Declaration, and such insurance shall be a Common Expense, paid by all Unit Owners according to the Declaration.

FURTHER INSTRUCTIONS TO OFFICERS

RESOLVED, that the officers of the Association are authorized to do all things and take all action necessary and helpful to carry out the above resolutions and all acts of the officers and any persons acting for the Association which are consistent with the above resolutions are ratified and adopted as the acts of the Association.

Dated to be effective: July 14, 2023.

MEMBER:

Albury Cove Condos LLC

Wesley Wagener

By: Wesley Wagener, Member

Item 8

Management Certificate



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Jul 10, 2023 01:30 PM Fee: \$30.00

2023076345

Electronically Recorded

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

MANAGEMENT CERTIFICATE

1901 Cerca Domain Condominium Association 1901 Albury Cove, Austin, Texas 78758

The undersigned President of the 1901 Cerca Domain Condominium Association gives notice that the information regarding officers and management of the Association is as stated below.

1. Exact name of Owners' Association: 1901 Cerca Domain Condominium Association.
2. Name of project: 1901 Cerca Domain Condominiums.
3. Address of project: 1901 Albury Cove, Austin, Texas 78758.
4. Exact name of Declaration of Condominium Regime: **Declaration of Condominium Regime for the 1901 Cerca Domain Condominiums.**
5. Declaration Recording Data: Document No. 2023076156, Official Public Records of Travis County, Texas.
6. Name of Declarant: Albury Cove Condos LLC.
7. The President of the Association is the Managing Agent of the Association.
8. Name and mailing address of President of the Association: Wesley Wagener, 5900 Balcones Drive, Suite 100, Austin, Texas 78731.

[Signature appears on following page.]

1901 Cerca Domain Condominium Association

Wesley Wagener

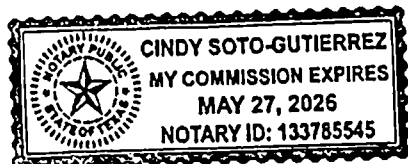
By: Wesley Wagener, President

ACKNOWLEDGEMENT

STATE OF Texas
COUNTY OF Travis

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This instrument was acknowledged before me on the 14th day of June, 2023,
by Wesley Wagener, as President of the 1901 Cerca Domain Condominium Association.



Cindy Soto-Gutierrez
Notary in and for the State of Texas

Item 9

Resignation of Officers

1901 Cerca Domain Condominium Association
Unanimous Written Consent of Members
In Lieu of Special Meeting

The undersigned, members of the 1901 Cerca Domain Condominium Association, a Texas nonprofit corporation (hereafter "Association"), pursuant to the Texas Business Organizations Code, hereby adopt the following resolutions in lieu of holding a Special Meeting of the Members.

OFFICERS

RESOLVED, that the following persons have resigned from the offices set forth opposite their names, effective as of the date of the closing of the sale from Declarant of the **third** Unit in the Project:

<u>Office</u>	<u>Name</u>
Secretary	Jonathan Hubbard

RESOLVED, that the following persons have resigned from the offices set forth opposite their names, effective as of the date of the closing of the sale from Declarant of the **fourth** Unit in the Project:

<u>Office</u>	<u>Name</u>
President	Wesley Wagener
Treasurer	Wesley Wagener

Dated to be effective as set forth above.

MEMBER:

Albury Cove Condos LLC

Wesley Wagener

By: Wesley Wagener, Member

Item 10

**Appointment of
New Officers**

Unanimous Written Consent of Members
1901 Cerca Domain Condominium Association
In Lieu of Special Meeting

The undersigned, members of 1901 Cerca Domain Condominium Association, a Texas nonprofit corporation (hereafter "Association"), pursuant to the Texas Business Organizations Code, hereby adopt the following resolutions in lieu of holding a Special Meeting of the Members.

OFFICERS

RESOLVED, that the following persons are elected to the offices set forth opposite their names to serve as such at the pleasure of the Members:

<u>Office</u>	<u>Name</u>
President	_____
Secretary	_____
Treasurer	_____

[The offices of President and Secretary may not be held by the same person.]

IN WITNESS WHEREOF, the undersigned have executed this consent as of and effective the _____ day of _____, 20____.

MEMBERS:

Item 11

**Texas Comptroller Letter and
WebFile Number**

At the time of the drafting of this letter, our office had not yet received this information, and it will be provided by Declarant when received.

Item 12

**Texas Comptroller Application
for Exemption**



Texas Application for Exemption – Homeowners' Associations

GLENN HEGAR

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

A nonprofit corporation that is a homeowners' association should use this application to request exemption from Texas franchise tax. The homeowners' association exemption extends only to franchise tax and is applicable to franchise tax reports due on or after May 1, 1982.

To receive a state franchise tax exemption as a homeowners' association, the association must be a nonprofit corporation organized and operated primarily to obtain, manage, construct and maintain the property in or of a residential condominium or residential real estate development that is legally restricted for use as residences. The property cannot be used for any commercial activity. Additionally, the individual resident owners of the lots, residences or residential units must have at least 51% voting control of the association.

The exemption for a homeowners' association is provided for in Section 171.082, Texas Tax Code, and more detailed information is available in Franchise Tax Rule 3.583.

Texas tax law provides an exemption from sales tax on goods and services purchased for use by organizations exempt under Section 501(c)(3), (4), (8), (10) or (19), Internal Revenue Code (IRC). However, exempt organizations are required to collect tax on most of their sales of taxable items. See *Exempt Organizations, Sales and Purchases*, Publication 96-122.

Texas law also provides an exemption from franchise taxes for corporations exempted from the federal income tax under IRC Section 501(c)(2), (3), (4), (5), (6), (7), (8), (10), (16), (19) or (25).

If your organization has been granted federal tax exemption under one of the qualifying sections listed above, your organization will be granted an exemption from Texas franchise tax, or sales and franchise tax, on the basis of the Internal Revenue Service (IRS) exemption, as required by state law. Organizations that qualify for state tax exemption based on the federal exemption are not exempt from hotel occupancy tax because the hotel occupancy tax law does not recognize any federal exemptions.

The laws, rules and other information about exemptions are online at www.Comptroller.Texas.Gov/taxes/exempt/.

You can submit your completed application along with required documentation by mail, fax, or email

Mail: Texas Comptroller of Public Accounts
Exempt Organizations Section
P.O. Box 13528
Austin, Texas 78711

FAX: (512) 475-5862
Email: exempt.orgs@cpa.texas.gov

We process applications in the order they are received. To establish claimed exemptions, we may require additional information. After review of the material, we will inform the organization in writing if it qualifies for exemption. The Comptroller, or an authorized representative of the Comptroller, may audit the records of an exempt organization at any time during regular business hours to verify the validity of the organization's exempt status.

If you have questions or need more information, contact us at 800-252-5555.

You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at the address or phone number listed on this form.

Specific Instructions

Item 5. The filed document of record, and any subsequent amendments, that establishes the purpose of the property usually provides the qualifications for association membership, owners' voting rights and whether the property is held exclusively for residential use. This document and the plat map are filed with the local county clerk's office, and may be referred to as the:

- Declaration;
- Deed Restrictions;
- Covenants, Conditions and Restrictions, or similar titles.

To complete Item 5, take the language directly from the appropriate controlling document, which is normally the Articles of Incorporation but may be the association's Declaration or Bylaws. Also, specify in Item 5 the title of the document and the specific citation from which the language was taken.

Item 6. To be eligible for exemption as a homeowners' association, the property must be **residential** and have **no commercial property** within the real estate development. A condominium project or real estate development is considered residential if the property is legally restricted for use as residences, **with no commercial use allowed**.

To complete Item 6, enter the total number of lots/units as shown on the plat map for the real estate development. The plat map should be on file with the local county clerk's office.

Item 7. To complete Item 7, enter the total number of lots/units owned by the individual resident owners. Do not include any lots/units owned by the declarants, developers, builders, banks, investors or similar parties. Do not include multiple-owned lots by an individual owner, unless an exception applies. An exception occurs when an individual owner purchases two lots to construct a single residential structure; in that case, the adjacent lot would be considered as being owned by the individual resident owner, and the lot should be included in the total reported in Item 7.

Item 8. To complete Item 8, enter the total number of lots **not** included in Item 7. Include multiple-owned lots by an individual owner, and all lots/units owned by parties other than the individual resident owners. Attach a list identifying these owners and the number of lots owned.

In order to qualify for exemption as a homeowners' association, these parties cannot control more than 49% of the association's total votes. Majority control cannot be held by a single individual or family, or by one or more developers, declarants, banks, investors or similar parties.

Item 12. If the answer to number 12 is yes, also complete Items 12a and 12c. If the answer to number 12 is no, also complete Items 12b and 12c. For 12a, 12b and 12c, take the language directly from the controlling documents. If the language is not found in the declaration, then look for it in the Articles of Incorporation or Bylaws. Also, provide the title of the document from which the language was taken.

Texas Application for State Tax Exemption for Homeowners' Associations

• TYPE OR PRINT

• Do NOT write in shaded areas.

PLEASE COMPLETE THE FOLLOWING INFORMATION

1. Name, address and daytime phone number of person submitting this application

Name				Title			
Firm or company name			Daytime phone (Area code and number)			Extension	
Address	City		State	ZIP code			
Email address							

2. Texas taxpayer number

3. Federal employer identification number (if applicable)

4. For **TEXAS** corporations, filing information issued by the Secretary of State:

File number		File date.....	Month	Day	Year
-------------------	--	----------------	-------	-----	------

5. **SEE INSTRUCTIONS** The primary purpose of the corporation as quoted directly from the association's Articles of Incorporation, Declaration, or Bylaws, including any subsequent amendments, is

.....
.....

as found in
(Title of document and cite from which the language was taken)

6. **SEE INSTRUCTIONS** Number of lots/units shown on the plat map for the real estate development

7. **SEE INSTRUCTIONS** Number of residential lots/units owned by individual owner

8. **SEE INSTRUCTIONS** Number of lots/units units owned by declarant, developers, builders, banks, investors, or other similar parties

Items 7 and 8 must equal the total reported in Item 6.

8a. Provide the name of the declarant(s)

9. Attach a list identifying owners of each tract/unit/lot included in numbers 7 and 8 above.

10. Does the real estate development have any amenities? (Check yes or no) If "NO", skip to 11

10a. If yes, are there any fees charged? (Check yes or no)

10b. If yes, provide a list of amenities and fees charged.

11. Does the real estate development have any commercial activity? (Check yes or no) If "NO", skip to 12

11a. If yes, provide a detailed description of commercial activity.

12. **SEE INSTRUCTIONS** Does the Declaration provide for different classes of votes?
If **YES**, must complete 12a and 12c. If **NO**, must complete 12b and 12c.

12a. Enter the voting rights for each class of member, as found in

.....
(Title of document and cite from which the language was taken)

Texas Application for State Tax Exemption for Homeowners' Associations

• TYPE OR PRINT

• Do NOT write in shaded areas.

CLASS A:

CLASS B:

(List additional classes if necessary)

12b. Enter the language that identifies the number of votes each member is entitled to, including the declarant's voting rights.

Title of document and cite from which 12b was taken

12c. List conditions that determine when the Declarant's voting rights ceased, or converted to other conditions allowing the individual owners to gain voting control of the association.

Title of document and cite from which 12c was taken

13. Based on the information provided above, the date the individual resident owners collectively gained voting control (at least 51 percent) of the association was

Month	Day	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>

14. Corporation name (For Texas corporations, name must match the official corporate name as on file with the Texas Secretary of State. For out-of-state corporations, name must match the official corporate name as filed in the home state of charter.)

The homeowners' association is a nonprofit corporation.

I further state that the corporation's purpose is to organize and operate primarily to obtain, manage, construct and maintain property in or of a residential condominium or residential real estate development.

I confirm the declarant does not have the ability to amend the declarations or other documents.

The corporation will maintain proof that the condominium project or real estate development is legally restricted for use as residences, with no commercial use allowed, and will maintain proof that the collective resident owners of individual lots, residence or units control at least 51 percent of the votes of the corporation.

I, ,

Name

Title

of , affirm

Corporation Name

these are true statements.

sign here

Date

Item 13

**Proposed Management
Certificate**

When Recorded, Return to:

MANAGEMENT CERTIFICATE

1901 Cerca Domain Condominium Association
1901 Albury Cove, Austin, Texas 78758

The undersigned President of the 1901 Cerca Domain Condominium Association gives notice that the information regarding officers and management of the Association is as stated below.

1. Exact name of Owners' Association: 1901 Cerca Domain Condominium Association.
2. Name of project: 1901 Cerca Domain Condominiums.
3. Address of project: 1901 Albury Cove, Austin, Texas 78758.
4. Exact name of Declaration of Condominium Regime: **Declaration of Condominium Regime for the 1901 Cerca Domain Condominiums.**
5. Declaration Recording Data: Document No. 2023076156, Official Public Records of Travis County, Texas.
6. Name of Declarant: Albury Cove Condos LLC.
7. The President of the Association is the Managing Agent of the Association.
8. Name and mailing address of President of the Association: _____.

1901 Cerca Domain Condominium Association

By: _____ [signature]
_____ [printed name], President

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

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This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ [printed name], as President of the 1901 Cerca Domain Condominium Association.

Notary in and for the State of Texas

Item 14

EIN

Date of this notice: 06-22-2023

Employer Identification Number:
93-2028095

Form: SS-4

Number of this notice: CP 575 A

1901 CERCA DOMAIN CONDOMINIUM
ASSOCIATION
1901 ALBURY CV
AUSTIN, TX 78758

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-2028095. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120H

04/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is 1901. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

