

CONDOMINIUM INFORMATION STATEMENT

TRINITY GATTIS OFFICE CONDOMINIUM

PURCHASER, READ THIS DOCUMENT FOR YOUR OWN PROTECTION. IT CONTAINS INFORMATION REQUIRED BY THE TEXAS UNIFORM CONDOMINIUM ACT. (CHAPTER 82, TEXAS PROPERTY CODE) FOR ALL TEXAS CONDOMINIUMS CREATED AFTER JANUARY 1, 1994.

NAME OF CONDOMINIUM: TRINITY GATTIS OFFICE CONDOMINIUM

LOCATION OF CONDOMINIUM: 1000 GATTIS SCHOOL ROAD
ROUND ROCK, TEXAS 78664

NAME OF DECLARANT: TRINITY BUILDERS, INC.
a Texas corporation

ADDRESS OF DECLARANT: 2251 S BAGDAD RD, UNITS 101-102
CEDAR PARK, TEXAS 78613

NAME OF ASSOCIATION: TRINITY GATTIS OFFICE CONDOMINIUM
ASSOCIATION, INC.
a Texas Non-Profit Corporation

ADDRESS OF ASSOCIATION: 2251 S BAGDAD RD, UNITS 101-102
CEDAR PARK, TEXAS 78613

**EFFECTIVE DATE OF
CONDOMINIUM INFORMATION
STATEMENT:** JULY 1, 2020

This Condominium Information Statement (“**CIS**”) presents certain information regarding the condominium regime and the units being offered for sale by the Declarant. This CIS and the documents creating the condominium regime and the Association are subject to change as more fully set forth in the Declaration and the form Office Condominium Earnest Money Contract that are included as exhibits to this CIS. The Declarant is also required to update or revise the CIS at such times as the information contained herein changes. **If the Effective Date of your copy of this CIS is more than 90 days old, please confirm with the Declarant that you have been furnished with any revisions to this CIS.**

This CIS consists of two parts, a narrative portion and an exhibits portion. The exhibits include legal documents that are required for the creation and operation of the Condominium Regime. The exhibits will control any inconsistency between the exhibits and the narrative. The Declarant's representatives are prohibited from changing or attempting to interpret any of the

terms and conditions of the CIS. Any questions you may have regarding this CIS should be answered by your attorney. Real estate brokers and agents may not give you legal advice.

This CIS is not intended to be all-inclusive or to address every significant feature of the Condominium. Because purchasing real property is an important decision, purchasers are encouraged to review this CIS with an attorney and to consult the Declaration, Articles, Bylaws and Community Rules and other sources for information not covered by the CIS.

Under limited circumstances, purchasers have a five-day period after receiving the CIS during which they may cancel the contract of sale and obtain full refund of any money deposited in connection with the contract. This right to cancel does not apply if:

- (i) the purchaser received the CIS before signing the contract; or
- (ii) the contract contains an underlined or bold-print provision acknowledging the purchaser's receipt of the CIS and recommending that the purchaser read the CIS before signing the contract. If the purchaser elects to cancel, notice of cancellation must be given pursuant to Section 82.156 of the Texas Uniform Condominium Act. A copy of this statute is attached as Exhibit "6" to this CIS.

**TRINITY GATTIS OFFICE CONDOMINIUM
CONDOMINIUM INFORMATION STATEMENT**

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**TRINITY GATTIS OFFICE CONDOMINIUM
CONDOMINIUM INFORMATION STATEMENT**

1. **NAMES AND ADDRESSES** [TUCA §82.153(A)(1)]

A. DECLARANT:

- (1) NAME: TRINITY TEXAS BUILDERS, INC.,
a Texas corporation
- (2) PRINCIPAL ADDRESS: 2251 S BAGDAD RD, UNITS 101-102
CEDAR PARK, TEXAS 78613

B. CONDOMINIUM PROJECT:

- (1) NAME: TRINITY GATTIS OFFICE CONDOMINIUM
- (2) ADDRESS: 1000 GATTIS SCHOOL ROAD
ROUND ROCK, TEXAS 78664

C. ASSOCIATION:

- (1) NAME: TRINITY GATTIS OFFICE CONDOMINIUM
ASSOCIATION, INC., a Texas non-profit corporation
- (2) ASSOCIATION MANAGER AND MANAGER'S MAILING ADDRESS:
VINCE JOSEPH
TRINITY TEXAS PROPERTY MANAGEMENT
2251 S BAGDAD RD, UNITS 101-102
CEDAR PARK, TEXAS 78613

2. **DESCRIPTION OF CONDOMINIUM PROJECT**

A. GENERAL DESCRIPTION OF THE CONDOMINIUM:

Lot 2, Block A, GREENLAWN CENTER PARTNERSHIP SUBDIVISION,
according to the map or plat thereof, recorded in Cabinet G, Slide 148,
Plat Records, Williamson County, Texas (the "Land").

The condominium regime consists of a total of 41 office condominium units contained
within a total of 9 buildings, all of which must be built.

B. DESCRIPTION OF TYPES OF UNITS:

- (1) The three (3) proposed building types and the proposed floor plans of all units are shown on the Condominium Plat attached as Exhibit “B” to the Declaration recorded in Document Number 2020065725, Official Public Records, Williamson County, Texas.
- (2) The condominium has been designed by Jon Carey, Certified Professional Building Designer, Jon Carey Design, LLC.

3. **DEVELOPMENT RIGHTS:**

[§82.153(a)(4)] The Declarant has committed to build all forty-one (41) Units which Must Be Built (“MBB”).

The quality and style of construction of all buildings and units will be compatible with each other. The Declarant has reserved the right to make modifications to the building types and floor plans.

The Development Rights retained by the Declarant may be exercised at any time during the Declarant's “Control Period.” The Declarant's “Control Period” commences to run on the date the Declaration is recorded in the Official Public Records of Williamson County, Texas, and ends on the earlier of: (a) the 10th anniversary date of the sale of the first unit to a unit owner other than the Declarant or (b) the 120th day after the conveyance of 75% of the 25 units which may be built to unit owners other than the Declarant. The Declarant may terminate some or all of its Development Rights prior to this expiration date by recording an instrument to such effect in the Official Public Records of Williamson County, Texas. If the Declarant exercises any of its Development Rights during the Declarant Control Period, the Declarant shall have a power of attorney and a proxy from all unit Owners and their first mortgagees, for the purpose of implementing those exercised Development Rights only. Any such powers of attorney and proxies shall exist until the 10th anniversary of the sale of the first unit in the Regime to a person other than the Declarant.

4. **GOVERNING DOCUMENTS:**

[TUCA §82.153(a)(5)] Unless otherwise noted, the following documents are attached to this CIS and incorporated by reference:

- A. THE DECLARATION OF CONDOMINIUM REGIME FOR TRINITY GATTIS OFFICE CONDOMINIUM, recorded in Document Number 2020065725, Official Public Records, Williamson County, Texas, is attached as Exhibit “1” (the “Declaration”). Copies of the Plat and Plan are included in Exhibit “1”. Additional copies may be obtained from the Declarant, Title Company or the Williamson County Clerk’s Office.

- B. The Certificates of Formation and Filing of Trinity Gattis Office Condominium Association, Inc. are attached as Exhibit "2".
- C. The Bylaws of Trinity Gattis Office Condominium Association, Inc. are attached as Exhibit "3".
- D. The Community Rules of Trinity Gattis Office Condominium Association, Inc. are attached as Exhibit "4".
- E. There are no leases or contracts to be executed by the purchaser at closing. The Declarant requires purchasers to sign an affidavit at closing. The purpose of the affidavit is to induce lenders to make mortgage loans on units, to induce title insurance companies to issue policies with respect to the units, and to affirm purchaser's understanding of the nature and condition of the property they are purchasing and the terms of sale.

5. **PROJECTED OR PRO FORMA BUDGET:** [TUCA §82.153(a)(6)]

- A. Budget. The projected or pro forma budget for the first fiscal year of the Association following the date of the first conveyance to a purchaser is attached as Exhibit "5". The monthly assessments contained in the Pro Forma Budget are \$200.00 per month for each unit. In instructing the preparer of the budget, the Declarant has assumed that all of the units that may be built, will be built, sold to persons other than the Declarant or rented by Declarant to tenants, and become subject to assessment during the first three budget years, with Declarant making up any shortfall in the budget while Units are being sold or leased by Declarant. Declarant has not attached a projected budget or budgets based on varying assumptions about the number of units that may be added and sold during the budget year.

During Declarant's Control Period, the unit owners, including Declarant once occupancy of the unit by a tenant commences, will be paying regular monthly assessments. Declarant will be paying any budgeted operational shortfall for other units which must be built as of such time. Consequently, during this period, either the sale of the unit by Declarant or occupancy of the unit by a tenant of Declarant will determine when regular monthly assessments for that unit begin.

The Percentage Interest (Allocated Interest) as described in Exhibit "D" to the Declaration shall be used as the denominator in determining the pro rata share of each unit in the General Common Elements for the payment of the ad valorem property taxes. This assessment for ad valorem taxes will be in addition to the regular monthly assessment.

- B. Preparer. The projected budget was prepared for the Declarant by Trinity Texas Property Management, Inc., the association manager. To the Declarant's knowledge and belief, the Budget has been based on reasonable assumptions.

An initial reserve of \$400.00 (two months' assessments) is to be collected from the purchaser of each unit at closing with Declarant. Estimated water and wastewater charges for the units and the common area are included in the Budget.

The Budget does not include any projected tax assessment for the improvements that will comprise the units and each owner will be responsible for paying his or her tax on the improvements which comprise his or her unit. In each year that any units are not separately assessed, each owner of a unit that is not so separately assessed shall adjust with the Declarant at the time of the closing of his or her unit, any tax that is assessed to the entire regime and attributable in part to any improvements comprising such owner's unit. For purposes of such adjustment, it shall be presumed that any assessment for improvements on the entire regime is attributable to all units that are completed in the regime during that calendar year. The total assessment shall then be calculated and apportioned.

A monthly impound will then be established by the Association for all such taxes on units which are not so separately rendered until such separate rendering occurs. The tax assessor should begin separately assessing units that are complete as of January 1, 2021.

- C. Assumptions About Collection and Inflation. The pro forma budgets are based on a 100 percent net collection rate and the estimates are in current dollars unadjusted for possible inflation.

6. **ENCUMBRANCES:**

[TUCA §82.153(a)(7)] Title to the Condominium and each unit is subject to the Encumbrances listed on Exhibit "E" attached to the Declaration, and such additional exceptions as listed on Schedule B of the title commitment issued for the purchase of your Unit. (Copies of which may be obtained upon request to Independence Title Company, 9442 Capital of Texas Hwy North, Bldg 1 Suite 100, Austin, TX 78759, attention Michelle Hanson, 512-372-8455, mhanson@independencetitle.com.

7. **WRITTEN WARRANTY:** [TUCA §82.153(a)(8)]

Declarant provides a special warranty of title in the deed conveying each unit to a purchaser. A one-year builder's warranty on construction and materials will be provided at closing.

8. **UNSATISFIED JUDGMENTS OR PENDING SUITS:** [TUCA §82.153(a)(9)]

There are not any unsatisfied judgments against the Association or any pending suits to which the Association is a party, or, to Declarant's actual knowledge, which are material to the land, title to the land or any appurtenant easements or to the construction of the condominium.

9. **INSURANCE COVERAGE** (provided for the benefit of unit owners and recommended coverage): [TUCA §82.153(a)(10)]

The Association will obtain a master insurance policy from an insurance company licensed to do business in the State of Texas.

A. **PROPERTY EXPOSURE TO LOSS:** . **The Association shall obtain insurance for all portions of the Condominium Regime as required by Section 82.111 of TUCA, including the Units, up to the original standard completion of each Unit including wall coverings, floor coverings, fixtures, built-ins and appliances that were included in the original standard completion. Each Unit Owner Will Be Responsible For Obtaining Casualty Insurance On The Units (including the general and limited common elements which comprise such unit) as well as additional coverage for upgraded improvements, fixtures and contents. Total coverage for all common element improvements, (other than units) will be equal to 100% of their insurable replacement cost.**

B. **LIABILITY EXPOSURE TO LOSS:**

- (1) Bodily Injury and Property Damage Liability - \$1,000,000.00 combined single limit per occurrence.
- (2) Personal Injury Liability & Advertising Injury Liability.
- (3) Medical Payment - \$5,000.00 per person.
- (4) Non-owned Auto - \$1,000,000.00 single limit.
- (5) Directors and Officers Liability - \$1,000,000.00 with a \$1,000.00 deductible per occurrence.

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

Neither the Declarant nor Trinity Gattis Office Condominium Association, Inc. is providing liability coverage for accidents or occurrences that occur within that portion of the unit or its appurtenances, which are reserved for an owner's exclusive use and occupancy. This includes both the units and the limited common elements appurtenant thereto.

C. **FIDELITY COVERAGE:** Employee Dishonesty coverage is not required for officers or directors of the Association, however, the Board may elect to require

the same for any third party managers that are engaged to administer the day to day affairs of the association.

D. PERSONNEL EXPOSURE TO LOSS:

Workers Compensation Employers Liability Insurance may, but need not be, obtained, as the Board of Directors or the Association may determine from time to time, for all third-party contractors who perform work on the Condominium Project.

E. ADDITIONAL AREAS NOT COVERED: Because of the exclusions in the master policy, purchasers should consult their own agent about purchasing a policy to cover the following exposures:

- (1) Value of condominium units and all betterments thereto, including personal property, appliances, interior finish-out, furniture, fixtures and equipment.
- (2) Personal injury.
- (3) Loss assessment coverage.
- (4) Business interruptions.

The ability of each unit owner to purchase casualty insurance for his or her condominium unit is affected by the completion status of the regime. Purchasers should inquire with their insurance agent about rating parameters that may be applicable to their unit and its construction standards. Purchasers who desire to present a claim under the master policy, or who have any questions regarding the Association's insurance coverage, may contact the Association's manager for more information and assistance.

10. FEES OR CHARGES FOR USE OF COMMON ELEMENTS: [TUCA §82.153(a)(11)]

The Association's board of directors has the authority to impose restrictions on the use, rental, or operation of the common facilities, in accordance with the guidelines set forth in the Community Rules of Trinity Gattis Office Condominium Association, Inc.

11. GENERAL INFORMATION:

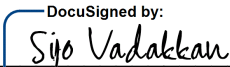
The exhibits which follow this narrative portion provide a more detailed description of the Condominium and the rights and obligations of the unit owners, occupants and tenants of a unit owner. The purchaser should carefully consider the exhibits, as well as this narrative

portion of the Condominium Information Statement. If the purchaser does not understand any aspect of this Condominium Information Statement, the Condominium Earnest Money Contract or any other materials provided in connection with the sale of units, the purchaser should engage and consult with legal counsel.

THE DECLARANT RESERVES THE RIGHT TO AMEND, IN WRITING, THE TERMS OF THIS CONDOMINIUM INFORMATION STATEMENT. THE DECLARANT IS REQUIRED TO AMEND, IN WRITING, THE TERMS OF THIS CONDOMINIUM INFORMATION STATEMENT TO REFLECT ANY MATERIAL AND SUBSTANTIAL CHANGE IN ITS CONTENTS. IF ANY CHANGE TO THIS CONDOMINIUM INFORMATION STATEMENT MAY ADVERSELY AFFECT A PURCHASER UNDER CONTRACT WHO HAS RECEIVED A CONDOMINIUM INFORMATION STATEMENT BUT WHO HAS NOT YET CLOSED, THE DECLARANT SHALL FURNISH A COPY OF THE AMENDMENT TO THAT PURCHASER BEFORE CLOSING. THE CONDOMINIUM INFORMATION STATEMENT MAY NOT BE CHANGED OR MODIFIED ORALLY.

DECLARANT:

TRINITY BUILDERS, INC.
a Texas corporation

By: 
Sijo Vadakkan, President



Return to:
Independence Title
5900 Shepherd Mountain Cove
Bldg II, Ste. 200
Austin, TX 78730

15/ITC/MMH/2020SB47ARB

**DECLARATION OF CONDOMINIUM REGIME
FOR
TRINITY GATTIS OFFICE CONDOMINIUM**

PREPARED BY
AND
AFTER RECORDING RETURN TO

GLENN K. WEICHERT
THE WEICHERT LAW FIRM
3821 JUNIPER TRACE
SUITE 106
AUSTIN, TEXAS 78738
512-263-2666

**DECLARATION OF CONDOMINIUM REGIME
FOR
TRINITY GATTIS OFFICE CONDOMINIUM**

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- Exhibit B.....Condominium Plat
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- Exhibit DPercentage Interests
- Exhibit ERecorded Easements and Related Matters

5. MAXIMUM NUMBER OF UNITS DECLARANT MAY CREATE: Forty-one (41) Units in nine (9) Buildings may be built. The Declarant has committed to building all 41 referred on the Condominium Plat and Condominium Plans attached hereto as Must Be Built ("MBB").
6. LIMITED COMMON ELEMENTS: The Limited Common Elements labeled as "L.C.E.", include the front porches and the HVAC PADs, in the approximate or general vicinity shown on the Plat and/or the Plans, that abut each of the Units and are hereby assigned exclusively to each of the Units to which each such floor plan correlates as shown on Exhibit "B" or Exhibit "C" attached hereto.
7. REAL PROPERTY WHICH MAY BE LATER ALLOCATED AS UNITS OR AS LIMITED COMMON ELEMENTS: The Board may designate parts of the Common Elements, from time to time for use by less than all of the Unit Owners or by non-Owners on a permanent basis or for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Board. Any such designation by the Board shall not be a sale or disposition of such portions of the Common Elements.
8. PERCENTAGE INTEREST ALLOCATED TO EACH UNIT: 1/41st if all May Be Built Unit become Must Be Built Units. See Exhibit "D" attached hereto and Section 1.13 and 2.3, below.
9. RESTRICTIONS ON USE, OCCUPANCY OR ALIENATION OF UNITS: The Regime is an office condominium. Restrictions on use, occupancy and alienation of Units are set forth in Article Five of the Declaration. Additional restrictions are set forth in the documents listed or described in Exhibit "E" attached hereto.
10. DESCRIPTION OF AND RECORDING DATA FOR RECORDED EASEMENTS, AND LICENSES APPURTENANT TO OR INCLUDED IN THE CONDOMINIUM OR TO WHICH ANY PORTION OF THE CONDOMINIUM IS OR MAY BECOME SUBJECT BY RESERVATION IN THIS DECLARATION: See Exhibit "E" attached hereto and incorporated herein for all purposes.
11. METHODS FOR AMENDING THE DECLARATION: See Section 2.4 and Article Ten of the Declaration, as well as TUCA Sections 82.061 and 82.062.
12. PLAT AND PLAN: See Exhibits "B" and "C", both of which will be recorded in the Official Records of Williamson County, Texas as part of this Declaration.
13. ASSOCIATION'S OBLIGATIONS TO REBUILD OR REPAIR FOLLOWING A CASUALTY OR OTHER DISPOSITION OF CASUALTY INSURANCE PROCEEDS: See Article Eight, below, which incorporates by reference Section 82.111 (i) of TUCA.
14. a. SPECIAL RIGHTS RESERVED BY DECLARANT:

- (i) Signs. See Section 5.4 regarding signs, below.
- (ii) Amendments. See Section 10.1 regarding Amendments to the Declaration.
- (iii) Sales Office/Model Units. See Section 82.065 of TUCA and Section 5.1 (c) regarding use of a unit as an office and use of a unit as a sales model. The sales office/model unit may be any of the unsold Units within the Regime.
- (iv) The Plan consists of a total of forty-one (41) Units in nine (9) Buildings, all of which Must Be Built ("MBB"). Declarant reserves the right to vary the location of common walls between Units to increase or decrease the size of any one or more Units as well as decrease the number of Units within any of the Buildings. Declarant further reserves the right to make design changes to Buildings and unit floor plans, so long as all Units and Buildings are of compatible quality and design with all other Buildings and Units within the Property.

The Association may assign such Common Elements as Limited Common Element areas pursuant to the provisions of Section 82.058 of TUCA by making such an allocation in a recorded amendment to this Declaration. **Any such amendment must describe any new Limited Common Elements created and designate on the new Plat or Plans, the Unit to which each such new Limited Common Element is allocated.**

- (v) Changes in the Types of Buildings, Units and Floor Plans Initially Assigned to Each Unit. Exhibit "C" contains the Plan that shows, among other things, the building types that are approved for use in constructing the Units. The Plan initially assigns a specific building type to each Unit. The Declarant reserves the right to make modifications, as deemed appropriate for the site for each such Unit, as determined by the Declarant in the Declarant's sole discretion.

b. TIME LIMITS BY WHICH DECLARANT MUST EXERCISE RIGHTS: Unless sooner terminated by a recorded instrument signed by the Declarant, the **Declarant Control Period** (herein so called) and the time by which the Declarant must exercise or lose all rights reserved by the Declarant (other than pursuant to the Power of Attorney as provided in Section 13.10 below) is the sooner to occur of:

- (i) the 120th day after the conveyance of 75% of the Units which may be built (including any optional Units that are converted to Units that "Must Be Built" as provided above); and
- (ii) the tenth anniversary date of the sale of the first Unit to a Unit Owner other than the Declarant.

- c. Rights reserved in this Section 14 may be transferred only as provided in Section 82.104 of TUCA.

ARTICLE ONE DEFINITIONS

As used in this Declaration, the term "**Declaration**" shall mean this Declaration as the same may be amended from time to time pursuant to the procedures set forth herein or allowed by applicable law. Terms set forth below shall have the following meanings, and capitalized terms not otherwise defined herein or in the Plats or Plans shall have the meanings specified or used in the TUCA.

1.1 "Association" shall mean the GATTIS OFFICE COMPLEX CONDOMINIUM ASSOCIATION, INC., a Texas non-profit corporation, the Members of which shall be the Owners of Units within the Regime. The term "Association" shall have the same meaning as the term "**Unit Owners association**" in TUCA.

1.2 "Board" shall mean the Board of Directors of the Association.

1.3 "Buildings" shall mean the nine (9) structures containing office Units ("Units") now existing or hereafter placed on the Land.

1.4 "Bylaws" shall mean the Bylaws of the Association.

1.5 "Common Elements" shall mean all portions of the Condominium Regime other than the Units. Without limiting in any way the generality of the foregoing, the Common Elements shall include those items defined as "**General Common Elements**" or "**Limited Common Elements**" in TUCA.

1.6 "Common Expense Liability" shall mean the liability for assessments levied on each Unit for common expenses, including without limitation, management and operation of the Regime and for repairing, maintaining, insuring, and operating the portions of the Common Elements (including reserves for replacements or other expenses or liabilities) for which the Association, as opposed to a Unit Owner, has the exclusive maintenance and repair obligation.

1.7 "Fractional Interest" is synonymous with "**Allocated Interest**" as defined in TUCA and shall mean the undivided interest in and to the Common Elements, common expense liability and votes in the Association allocated to each Unit.

1.8 "Land" shall mean the real property located within that tract of land more specifically described in Exhibit "A" attached hereto.

1.9 "Limited Common Elements" shall mean those portions of the Land, Buildings and Units reserved for the exclusive use of one or more Owners to the exclusion of other Owners. Currently, such Limited Common Elements are designated as "L.C.E." on Exhibits "B" or "C" attached hereto, followed by the identifying number of each Unit to which they are assigned. The heating, venting and air conditioning Units and ducts, conduits and electrical lines, hot water

heaters and other exterior systems, and equipment which serve only one Unit shall, upon construction, be Limited Common Elements appurtenant to that Unit.

1.10 "Member" shall mean a member of the Association, as more particularly described in Article Three, Section 3.4 hereof.

1.11 "Mortgage" shall mean a lien evidenced by a deed of trust granted by an Owner in and to, or against, a Unit to secure the repayment of a purchase money or property improvement loan or to pay taxes or assessments secured by actual or inchoate liens against such Unit, and duly filed for record in the Office of the County Clerk of Williamson County, Texas. A First Mortgage is a mortgage held by a First Mortgagee which encumbers a given Unit and which is first and superior to all other mortgages on such Unit.

1.12 "Mortgagee" shall mean the person who holds a Mortgage as security for repayment of a debt. A "First Mortgagee" is a Mortgagee whose Mortgage is a First Mortgage. Independent Bank is Declarant's First Mortgagee and, at the time of the recording of this Declaration, holds a First Mortgage on all Units in the Regime.

1.13 "Owner" shall mean any person, corporation, or other entity, including Declarant, which owns, of record, title to a Unit in the Regime.

1.14 "Plat" shall mean the survey attached hereto as Exhibit "B".

1.15 "Plan" shall mean the dimensional drawings attached hereto as Exhibit "C" which horizontally and vertically identify or describe the Units and Limited Common Elements that are contained in the Buildings and recorded in the Official Records of Williamson County, Texas.

1.16 "Regime" shall mean the Land, the Buildings, the Units, the General Common Elements and the Limited Common Elements comprising the office condominium project hereby established.

1.17 "Replacement Reserve Fund" shall mean the reserve fund established pursuant to Section 4.2 hereof for maintenance, repairs, and replacements to Common Elements and other special purposes permitted by the provisions of this Declaration.

1.18 "Rules and Regulations" shall mean the Gattis Office Complex Condominium Community Rules adopted by the Association concerning the management and administration of the Condominium for the use and enjoyment of the Owners. The Rules and Regulations may be amended from time to time by the Association (without amending this Declaration) pursuant to the procedures set forth in the Bylaws. **The Rules and regulations are in addition to and not in lieu of the restrictions and limitations imposed by the instruments recorded in the Plat or Real Property Records of Williamson County, Texas.**

1.19 "Unit" shall mean the physical portion of each office in the Regime designated for separate Ownership or occupancy as a Unit as shown on Exhibit "C". The boundaries of the Units

shall be the concrete slab, the inside of exterior walls, up to the roof and the middle of interior demising walls between units, and as otherwise set forth in Section 82.052 of TUCA.

ARTICLE TWO **ESTATES**

2.1 Divisions into Separate Estates. The Land and Buildings, and the improvements located thereon and the easements, rights and appurtenances thereto are hereby divided into condominium estates consisting of separate Units, together with the exclusive rights to use the Limited Common Elements appurtenant thereto, the non-exclusive right to use the other Common Elements and the Percentage Interest in and to the Common Elements associated with and appurtenant to each Unit as set forth and designated in Exhibits "B", "C" and "D" attached hereto. The Common Elements shall be owned in common by all Owners of the Units, in proportion to their Percentage Interests, as set forth in Exhibit "D". Each Owner of a Unit having or hereafter acquiring a Limited Common Element assigned only to such Unit on Exhibit "B" or "C" attached hereto, or on a subsequent amendment to the Declaration, shall be entitled to exclusive Ownership and possession of his Unit and exclusive use and possession of the Limited Common Elements appurtenant thereto. In cases, if any, where a Limited Common Element is assigned to more than one Unit, the Owners of those Units shall be entitled to exclusive Ownership and possession of their respective Units and shall be entitled, in common with all of the other Units to which such Limited Common Elements are assigned, and exclusive of all other Units in the Regime, to use and possess such Limited Common Elements. Each Unit Owner, during his or her period of Ownership of a Unit has an unrestricted right of ingress and egress to his or her Unit. Such right of ingress and egress shall be perpetual and shall run with and be appurtenant to each Unit.

2.2 Description; Conveyance. Each Unit and the interest in the Common Elements and Limited Common Elements appurtenant thereto shall be inseparable and may be conveyed or encumbered only as a Unit. A conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of individual interest in the Common Elements separate and apart from a simultaneous transfer of the Unit shall be void. Every deed, lease, mortgage, deed of trust or other instrument shall legally describe a Unit and its percentage interest in and to the Common Elements appurtenant thereto by reference to the name of the condominium, county in which it is located, the Plat and Plan attached hereto as Exhibits "B" and "C", including its identifying Unit number, as shown on Exhibit "D" attached hereto followed by the words, "GATTIS OFFICE COMPLEX", and a reference (including the recording data) to this recorded Declaration, and any amendments hereto. The fractional percentage interest in the Common Elements may (but is not required to be included) in such legal description. Every such description shall be sufficient for all purposes to convey, transfer, encumber or otherwise affect the Unit and its fractional percentage interest in the appurtenant Common Elements. Every Owner shall promptly cause to be duly recorded in the Official Records of the County Clerk for Williamson County, Texas, the deed, or other conveyance to him or her of his or her Unit, or other evidence of his or her title thereto, and file such evidence of his or her title with the Board of Directors (through the manager, if one is employed) and the Secretary shall maintain such information in the record of Ownership of the Association.

2.3 Fractional Interest; Dimensions. The Fractional Interests of each Unit shall be one divided by the total number of Units that Must Be Built. The Fractional Interest associated

with each Unit shall be one divided by the number of Must Be Built Units as shown on the Plat attached hereto. If all May Be Built Units become Must Be Built Units the Fractional Interest for each Unit shall be 1/41st as set forth in Exhibit "D".

Each purchaser and Owner of a Unit hereby agrees that the dimensions of each Unit and the area of the appurtenant General and Limited Common Elements as set out in Exhibits "B", "C" and "D" are approximate but are agreed to as absolute numbers for purposes of this Declaration, and that neither Declarant nor the architects, engineers, lawyers or surveyors who have prepared or assisted in preparing such exhibits ("**Declarant's Agents**") have warranted, represented or guaranteed that any Unit or appurtenant General or Limited Common Element contains the exact area, square footage or dimensions shown in Exhibits "B", "C", or "D". Each purchaser of a Unit, each Owner and each Mortgagee waives any claim or demand which he, she or it might have against Declarant, Declarant's Agents or any other person on account of any difference, shortage or discrepancy between the Unit or appurtenant General or Limited Common Elements as actually existing and as it is shown in Exhibits "B", "C", or "D".

2.4 Alteration of Boundaries by Owner of a Building. The following Paragraph is subject entirely to compliance with TUCA and is not intended to limit or restrict the Special Rights Reserved by the Declarant in Basic Provision 14 (a) above. If one person, firm or entity is the Owner of an unbuilt Building and if the Association consents to the alteration of the Building that is proposed for construction as such Building and if such Owner also complies with the procedures set forth in Sections 82.058, 82.061 and 82.062 of TUCA, such Owner shall have the right to make those changes to such Building. In any of such events, the Association, at the expense of the Owner who is involved, shall evidence the approved changes in the Unit by causing an appropriate instrument of Amendment to this Declaration to be prepared, approved, executed and recorded in accordance with Section 82.062 of TUCA. The instrument of amendment shall show the boundaries between those Units which are being relocated and any changes being made to the Limited Common Elements appurtenant thereto. The Amendment shall contain a revised Plat and Plan of any Unit so modified in relation to the original Plat and Plan of the Unit and the Common Area and appurtenant Limited Common Elements including the contiguous boundary of the Land, certified as to accuracy by a registered architect or engineer acceptable to the Association. Such plats and floor plans as may be necessary to show the altered boundaries of the Unit involved shall be certified as to accuracy by a registered architect or engineer. The conditions precedent to any amendment pursuant to this Paragraph 2.4 shall be in addition to and not in lieu of the conditions precedent set forth in Section 82.061 or 82.062 of TUCA. For voting purposes, allocation of undivided interest in the Common Elements and percentage of liability for common expenses, the interest allocated to the Units so altered shall not change. Any Amendment recorded in accordance with the terms hereof shall be conclusive in favor of all the persons who rely thereon in good faith. From and after recordation of any Amendment in accordance with the provisions hereof, the changes stated in the Amendment shall be in full force and effect and shall be subject to the provisions of this Declaration, and the jurisdiction of the Association pursuant to the terms of this Declaration, the Bylaws and the Articles of the Association. No Owner may alter any Unit unless the affected Mortgagee joins in a written consent in recordable form to so modify such Unit.

2.5 Subdivision of Units. Units may not be subdivided, except by Declarant pursuant to Special Rights Reserved by Declarant in Basic Provision 14.a. above.

**ARTICLE THREE
MANAGEMENT AND OPERATION OF THE REGIME**

3.1 Authority to Manage. The affairs of the Condominium and Condominium Regime shall be administered by the Association. The Association shall act by and through its board of directors. The Association shall be governed by its Bylaws, as amended from time to time.

3.2 Powers.

a. The Association shall have all the powers, authority and duties permitted pursuant to TUCA, which are necessary and proper to manage the business and affairs of the Condominium.

b. Association funds needed for mandatory reserve accounts and to pay known expenses may not be assigned or pledged. The Association may otherwise assign or pledge its future income, including its rights to receive Common Expense assessments, only by the affirmative vote of Owners of Units to which at least 51 percent of the votes in the Association are allocated, at a meeting called for that purpose. Such assignment may be for the following purposes only:

- (i) to cover shortfalls in reconstruction costs following a casualty or condemnation;
- (ii) to cover shortfalls in operating revenue due to defaults in payment by Owners.
- (iii) to cover the cost of enforcing the Declaration, Bylaws, or Community Rules; and
- (iv) to provide for the indemnification of any persons who may be indemnified by the Association.

c. The Association, acting through its Board of Directors, may:

- (i) bring an action to evict a tenant of a Unit Owner for the tenant's violation of the Declaration, Bylaws, or Rules of the Association;
- (ii) bring an action to evict a tenant of a Unit Owner who fails to pay the Association for any cost it is otherwise required under this Declaration to bear to effect repairs to Common Elements which are substantially damaged by the Owner's tenant; or

- (iii) collect rents from a tenant of a Unit Owner, but only if such Unit Owner is at least 60 days' delinquent in the payment of any amount due to the Association.

3.3 Declarant Control. The Declarant shall have all the powers reserved in Section 82.103(c) of TUCA during the Declarant Control Period as defined in Basic Provision Section 14.c. to appoint and remove officers and members of the Board.

3.4 Membership in Association. Each Owner (and only an Owner) shall be a Member of the Association so long as he or she shall be an Owner and such membership shall automatically terminate when he or she ceases to be an Owner. Upon the transfer of Ownership of a Unit, the new Owner succeeding to such Ownership shall likewise succeed to membership in the Association. The Bylaws contain other controlling provisions regarding the rights, duties and obligations of the members of the Association. As to any unsold Units in the Regime as of the time that the Declarant turns over the control of the Association to the Owners other than the Declarant, the Declarant shall enjoy the same rights and assume the same duties of an Owner as they relate to each individual unsold Unit in the Regime.

3.5 Voting of Members. Each Owner shall be entitled to one vote per Unit owned by each Owner.

3.6 Notices. Any notice or demand permitted or required to be given to a member of the Board or to an Owner may be delivered personally, by mail or by placing such notice in the mail distribution facility of each Owner if such facilities are on the Condominium grounds or to the last known address of the Owner or Board member as shown on the records of the Association. Deliveries made in person or by deposit in said mail distribution facility shall be immediately effective. If delivery is made by mail or facsimile, it shall be deemed to have been delivered on the day of transmission via facsimile (with a printed transmission confirmation) or on the day after deposit in the U.S. Mail, postage prepaid, addressed to an Owner at his or her Unit or to such other address as the Owner may have given in writing to the Secretary of the Association for the purpose of service of notices, as applicable. Any address for purposes of notice may be changed from time to time by notice in writing to the President or Secretary of the Association.

ARTICLE FOUR COMMON EXPENSE CHARGES

4.1 Liability. Commencing on the date that each Unit is sold to a person other than the Declarant, each Owner shall contribute cash to cover a portion of the annual Common Expense charges, plus initial working capital equal to two (2) months of estimated common expense charges for such Unit. The common expense charge shall include the establishment and maintenance of a Replacement Reserve Fund to cover contingencies and repairs, replacements and betterments to the Common Elements of the Regime. The contribution of such additional 2 months of Common Expense charges as initial working capital shall not be considered an advance payment of regular condominium assessments. Such working capital funds must be transferred by the Declarant to the Association when control of the Association is transferred to the Owners. The Declarant may not use any portion of the working capital funds to defray any of the Declarant's expenses, reserve contributions or construction costs or to make up any budget deficits while the

Declarant controls the Association. If, on the date that the Declarant turns control over to the Association, working capital funds have not been theretofore deposited by the Declarant or any Owner for two months of estimated common expense charges for each fully assessable Unit in the Regime that "Must Be Built" and which is then owned by the Declarant or such Owner, respectively, then the Declarant or such Owner, as applicable, shall contribute to the working capital fund an amount equal to two months of estimated common expense charges for all Units then owned by it or him or her, as applicable, for which no such working capital contribution has theretofore been made. The contribution of each Owner, including the Declarant as an Owner, shall be in proportion to such Owner's Percentage Interest as may then be in effect at the time such contribution is due. During the Declarant Control Period, the Declarant shall contribute its share of cash to cover the Common Expense charges as provided in Section 4.2, below.

Before the Association may file a notice of unpaid assessment lien against any Owner for the failure to maintain, repair or replace his or her Unit or any of its appurtenant Limited Common Elements which he or she is required to maintain, the Association must first deliver written notice to the Owner advising such Owner that unless payment is received by the Association within 10 days of the date of the notice, the Association will file such notice of unpaid assessment lien.

Before the Association may impose a charge or assessment against any Owner for property damage for which he or she is liable or for any fines for violating the Declaration, Bylaws or Community Rules, the Association must first comply with Section 82.102 (d) of TUCA. No Owner is or shall be exempt from such obligation to so contribute by waiver of use of the Common Elements or any Limited Common Elements or because of any restriction of such uses in accordance herewith, or with the Rules and Regulations. Each Owner shall be personally responsible for his or her portion of all Common Expense Charges, enforcement fees, interest and other charges which accrue during the period of such Owner's membership in the Association. Any common expense (as opposed to an expense which is required to be borne solely by a Unit Owner) associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed equally against the Units to which the Limited Common Element is assigned.

4.2 Monthly Assessments. As more fully provided in the Bylaws, the Board shall establish a budget for the operation and maintenance, repair and replacement of the Regime, including a reasonable allowance for contingencies and shall establish a reasonable replacement reserve fund for maintenance, repairs, and replacements to Common Elements (other than those portions which are included above within the boundaries of a Unit) and for estimated costs to effect the self help remedy of maintaining or repairing any Limited Common Element which the Owners are required to maintain and which are not maintained in keeping with the upscale character of the Regime. The Association may accumulate funds for an unspecified period to provide for any anticipated expense of the condominium as well as a reasonable amount for contingencies.

Such initial budget, and those adopted thereafter, may provide for ad valorem tax expenses of the Regime if the taxing authorities having jurisdiction have not then separately assessed and valued individual Units. The Declarant shall pay the taxes assessed or assessable against the portion of the Common Elements over which the Declarant has reserved development rights if any, for as long as Declarant has not relinquished or forfeited such rights. An estimate may, but

need not be included, in such budget for ad valorem tax on the Units. If the budget does not include any projected tax assessment for the improvements that will comprise the Units, then each Owner will be responsible for paying his or her tax on the improvements which comprise his or her Unit during such year or years that the improvements are not separately rendered. In each year that any Units are not separately assessed, each Unit Owner of a Unit that is not so separately assessed shall adjust with the Declarant at the time of the closing of his or her Unit, any tax that is assessed to the entire Regime and attributable in part to any improvements comprising such Owner's Unit. For purposes of such adjustment, it shall be presumed that any assessment on the entire Regime is attributable to all Units that are completed in the Regime during that calendar year. The ad valorem property taxes on any Unit which is not separately rendered by the taxing authority in a calendar year shall be calculated (for purposes of adjustment between the Declarant and the Unit Owner) based on a fraction, the numerator of which will be sales price of the Unit, and the denominator shall be the total fair market value of all improvements built for the prorated portion of the year in which the same are completed. A monthly impound will then be established by the Association for the balance of the calendar year for all such taxes on Units which are not so separately rendered until such separate rendering occurs and the Unit's Owners shall be assessed monthly for 1/12 of their share of such taxes and the same shall be impounded as follows.

The Association shall, at the instance and request of the Declarant's First Mortgagee, retain such impounded taxes in an account that is owned and controlled by the Association and shall, if so requested by Declarant's First Mortgagee, restrict the use of such funds to the payment of such taxes or pledge the same to the Declarant's First Mortgagee to be used only for such purpose. After the budget is adopted by the Board, the Board shall determine the Common Expense Charge required for the Condominium Regime and the portion thereof allocable to each fully assessable Unit that "Must Be Built", and each Owner shall be obligated to pay quarterly, or monthly, in advance, as the Board shall determine from time to time, on the first day of each month (or quarter, as applicable) one-twelfth (1/12) (or one fourth (1/4) as applicable) of the portion of the Common Expense Charge so allocated to such Owner's Unit. The Common Expense shall be allocated among the fully assessable Units that "Must Be Built" and the Owners of those Units shall be obligated pursuant to this Declaration to pay the same according to the respective Percentage Interests as then allocated to such Owner's Unit or Units. During the Declarant Control Period, the Declarant shall pay assessments for Common Expenses allocable to the fully assessable Units that it owns and shall pay its allocable share of the expenses of the condominium in accordance with Section 82.112 of TUCA.

4.3 Special Assessments. If the Board, at any time, or from time to time, determines that the Common Expense assessed for any period is insufficient to provide for the continued operation of the Regime, timely payment of its bills, and the maintenance, repair or replacement of the Common Elements for which the Association is responsible, then the Board, shall have the authority to levy such Special Assessments as it shall deem necessary to provide for such continued maintenance, repair or replacement and operation. Without limiting the generality of the foregoing, such Special Assessment may be assessed because of casualty, condemnation, or other loss to any part of the Common Elements for which the Association is responsible, or to make up for any deficiencies caused by nonpayment of Common Expense Charges by Owners or expenditures made to effect the Association's self help right to remedy any Limited Common Elements not maintained in accordance with the upscale residential character of the Regime. No

Special Assessment which (together with all prior Special Assessments levied in the same calendar year) would exceed 25% of the current years annual common expense charges may be made until the same is approved by Members holding at least 51 percent of the eligible votes in the Association. All Special Assessments shall be payable (and the payment hereof may be enforced) in the manner herein specified for the payment of the Common Expense charges.

4.4 Payment of Charges and Assessment; Collection; Enforcement; Transfer Fee; Right to Terminate Utility Service; Owner's Right of Redemption. One-twelfth (1/12) of the portion of the Annual Common Expense Charge assessed against each Owner shall be due and payable in advance on the first day of each month during the year for which the Common Expense Charge in question has been assessed, provided however if the Board elects to collect such sums on a quarter-annual basis as provided in Section 4.2 above, then such payment shall be due in quarter-annual installments on the same day that the regular assessments are due pursuant to Section 4.2, above. Any such amount not paid by the fifth (5th) day of the month in which the same is due shall be deemed delinquent and shall bear interest at the rate established by the Board from time to time. In addition, upon the occurrence of any such delinquency, the Association shall have the right and option to impose a late fee or late charge in such amount as the Board, from time to time, may reasonably elect, and until the Board so elects, the late fee or late charge shall be \$50.00 per late payment. The Board shall adopt a collection policy for uniform collection of delinquent assessments.

In connection with the sale of a Unit by a person or entity other than the Declarant, the Association shall have the right and option to impose a transfer charge in such amount as the Board, from time to time, may reasonably elect, and until the Board so elects the transfer charge shall be \$300.00 per sale. The transfer fee shall be used to defray the actual costs that the Association, the Association Manager or Association Attorney, if any, incurs in connection with issuance of Resale Certificates, changes of Association records and deliveries of required notices and is in addition to, and not in lieu of, the costs that may be imposed under Section 4.6 for issuing Statements of Indebtedness.

In order to secure payment of the Common Expense Charge as well as Special Assessments, interest, late fees, enforcement costs and other charges due hereunder, whether paid by the Association or required hereunder to be paid in whole or in part by an Owner, each Owner by his or her acceptance of a deed to a Unit, hereby vests in the Board of Directors of the Association or its agents the right and power to bring all appropriate actions against such Owner personally for the collection of such Common Expense Charges, Special Assessments, interests, late fees, enforcement costs and other charges (included those which are accelerated as hereinabove provided) as a debt and hereby grants said Board a lien for such Common Expense Charges, Special Assessments, interest, late fees, enforcement costs and other charges for which Owner is responsible. Said lien shall be enforceable by the Board of Directors of the Association or its agents through all appropriate methods available for the enforcement of such liens, including without limitation, non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code (as amended from time to time), and the methods provided in Section 81.113 of TUCA, as amended from time to time, and such Owners hereby expressly grant to the Board of Directors of the Association a power of sale in connection with said lien. **THE ASSOCIATION MAY NOT, HOWEVER, FORECLOSE A LIEN FOR ASSESSMENTS CONSISTING SOLELY OF FINES.** Said Board may designate a trustee in writing from time to time to post or caused to be posted the

required notices and to conduct such foreclosure sale. The trustee may be changed at any time and from time to time by an instrument in writing and signed by the President or a Vice President of the Association and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the Real Property Records of Williamson County. The lien provided for in this Section shall be in favor of the Association for the common benefit of all Owners. The lien herein granted shall be subordinate in all respects to any First Mortgage predating the charge in question (as evidenced by the recording date of a notice of unpaid assessments in the Real Property Records of Williamson County, Texas) and any Mortgagee whose First Mortgage so predates the date of the charge in question and who acquires title to a Unit, whether pursuant to the remedies provided for in its First Mortgage, or procedures in lieu thereof, shall not be liable for the unpaid portion of the Common Expense Charge attributable to the Unit in question that arose prior to such acquisition. In addition to the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge or failure of an Owner to pay the maintenance, repair or replacement cost or any Special Assessments for which such Owner is responsible, and at least twelve (12) days have lapsed since such payment was due, the Association may, upon five (5) days' prior written notice (which may run concurrently with such 12 day period) thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, equity or otherwise, terminate any utility or cable service provided at the cost of the Association and not paid for directly by an Owner or occupant to the utility provider in such manner as the Association deems fit or appropriate. Such notice shall consist of a separate mailing or hand delivery at least five days prior to a stated date of disconnection, with the title "termination notice" or similar language prominently displayed on the notice. The notice shall include the office or street address where the Owner or Tenant may go during normal working hours to arrange for payment of the bill and for reconnection of service. Utility or Cable service shall not be disconnected on a day or immediately preceding a day when the personnel of the condominium are not available for collection and reconnecting service. If the Association incurs any legal expense, including attorney's fees, to enforce any rights of the Association against any Owner, such Owner shall be liable to the Association for such expenses and the Association may recover the same in the same manner as set forth above respecting assessments. Except as otherwise provided above as to First Mortgagees, or by applicable law, no sale or transfer shall relieve any Owner, Unit or any new Owner thereof from liability for the Common Expense Charge or Special Assessments or maintenance, repair and replacement obligations thereafter becoming due or from the lien in respect thereof. If an Owner conveys his or her Unit and assessments against the Unit are unpaid or any required maintenance, repairs or replacements for which such Owner is responsible have not been accomplished or such Owner owes other sums or fees under this Declaration to the Association, the Owner shall pay the past due assessment and shall pay for the cost of such required maintenance, repairs or replacements and other sums due the Association out of the sales price of the Unit or if the contract of sale so provides, the purchaser shall pay such assessments and maintenance, repair and replacement costs, but in either case, such assessments and maintenance, repair and replacement costs shall be paid in preference to any other charges against the Unit other than a first lien Mortgage or assessment liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Unit which are due and unpaid and the selling Owner shall continue to be personally liable therefore until the same are fully paid, regardless of whether the purchaser also assumes the obligation to pay the same. The Owner of a Unit purchased by the Association at a foreclosure sale for unpaid assessment liens, may redeem the Unit as provided in Section 82.113(g) of TUCA. Such right of redemption is personal to such

Owner and may not be transferred or assigned. Up until the time of the non-judicial foreclosure sale, a Unit Owner may avoid a foreclosure by paying all amounts due to the Association, including late fees, interest, legal fees and other enforcement costs.

4.5 Association Account. The Common Expense charges collected by the Association shall be paid into the Association Account to be held in trust for the use and benefit, directly or indirectly, of the Regime. Subject to the limitation in Section 82.112 of TUCA, such funds may be expended by the Board, for the purposes set forth herein above and generally to promote the health, benefit, and welfare of the Regime and the Owners.

4.6 Statement of Indebtedness. Upon written request of any Owner or Mortgagee or prospective Owner of a Unit, and upon payment to the Association of a fee in such amount as the Board, from time to time, may reasonably elect, and until the Board so elects the fee shall be Fifty Dollars (\$50.00), the Association shall issue a written statement setting forth the unpaid Common Expense charges and other charges, if any, with respect to the subject Unit, the amount and due date of the then current monthly assessment, and any credit for advance payments of prepaid items. Such statement shall conclusively establish the facts recited therein as to all persons who rely thereon in good faith. The consequence of not so requesting such Statement of Indebtedness shall be that any prospective Owner of a Unit shall, if he or she becomes the Owner of such Unit, be deemed to have agreed to assume the obligation of his or her grantor of the Unit so sold and shall be jointly and severally liable with his or her grantor for all unpaid Common Expense Charges, Special Assessments and for the failure of an Owner to pay the maintenance, repair, replacement, interest, late fees, enforcement charges and other costs for which such Owner is responsible under this Declaration, the Bylaws, or the Rules and Regulations up to the time of the grant or conveyance. Unless the statement referenced herein is requested, the grantee of any Unit shall be deemed to have agreed to assume the obligations of the grantor of the Unit so sold and shall be jointly and severally liable with his or her grantor for all unpaid Common Expense Charges, Special Assessments and for the failure of an Owner to pay the maintenance, repair, replacement, interest, late fees, enforcement charges and other costs for which such Owner is responsible under this Declaration, the Bylaws, or the Rules and Regulations up to the time of the grant or conveyance.

4.7 Collection by Mortgagee. It shall be permissible for any Mortgagee to collect the Common Expense Charge from its Owner/Mortgagor, provided that same is held by such Mortgagee in trust and is remitted to the Association on the monthly due dates.

ARTICLE FIVE GENERAL PROVISIONS RELATING TO USE AND OCCUPANCY

5.1 Use Restrictions. Absent prior written approval from the Association and subject generally to the use restrictions set forth in the Master Plan Documents or referenced as additional restrictions in the definition of the Rules and Regulations:

- (a) All Units shall be used and occupied only for office purposes commensurate with the up-scale character of the Regime by the Owner, tenants, customers and any other invitee or agent of Owner. This restriction shall not prohibit

an Owner or tenant from using the Unit for other purposes, provided that such use:

- (i) is incidental to the Unit's office use; and
 - (ii) conforms to all applicable laws and ordinances.
- (b) No noxious or offensive activities of any sort shall be permitted, nor shall anything be done in any Unit or in any General Common Element or Limited Common Element which shall be or may become an annoyance or nuisance to the other Owners.
- (c) Notwithstanding any other provisions of this Article Five, the Declarant, or any nominee designated by Declarant, may make such temporary use of the General Common Elements and Units as is reasonably necessary to facilitate Declarant's sales efforts and the showing of the Condominium Regime and any unsold Units therein, including the right, without limitation, to maintain one sales office in, on or about the Regime, or any part thereof, to maintain and show model Units, and to have employees of Declarant in, on or about the Regime to show and use the Units owned by the Declarant and the Common Elements. All such activities shall be without charge to or contribution by the Declarant except for the Common Expense Charge payable by the Declarant with respect to unsold Units. The provisions of this Article Five shall not prohibit the use by the Association of all Common Elements in any reasonable manner necessary in connection with the operation and maintenance of the Regime.
- (d) Nothing shall be done in or kept in or on any Unit, parking space, storage space or other Limited or General Common Element which will increase the rate of insurance on the Regime or any Unit over that generally applicable to office condominiums, or which would result in the uninsurability of the Regime or any part thereof, or the cancellation, suspension, modification or reduction of insurance in or on or covering the Regime or any part thereof. If, by reason of the occupancy or use of any Unit by any Owner, the rate of insurance on all or any portion of the Regime shall be increased, such Owner shall be personally liable to the Association for such increase caused thereby and such sum shall be payable to the Association at the same time and in the same manner as provided for the payment of the Common Expense Charge.
- (e) Each Owner shall promptly and fully comply with any and all applicable laws, rules, ordinances, statutes, regulations or requirements of any governmental agency or authority with respect to the occupancy and use of his or her Unit(s) and with the provisions hereof, and the Bylaws and Rules and Regulations promulgated hereunder.

5.2 Limited Common Elements. Limited Common Elements are limited to the exclusive use of the Owner or Owners to which such areas are assigned by the Plat or Plan,

provided, however, that the same are subject to the Rights of Entry set forth in Section 6.3 of this Declaration. Any Limited Common Element so assigned to any Unit shall be deemed appurtenant to such Unit and shall be deemed to be transferred with any conveyance of such Unit. No Owner of a Unit shall be permitted to convey the Limited Common Element appurtenant to a Unit to any third party, and any such attempted conveyance shall be void, and title to such Limited Common Element shall remain vested in the Owner of such Unit.

5.3 Restrictions on Alienation and Leasing. All leases of any Unit must (i) be in writing, and (ii) provide that such leases are specifically subject in all respect to the provisions of this Declaration and the Bylaws of the Association, and the Rules and Regulations adopted by the Association or the Board, as well as the provisions of the Master Plan Documents. All leases are subject to the occupancy standards, including the limits on the maximum number of occupants per Unit, which are set forth in the Association's Rules and Regulations or the Master Plan Documents. Should any lessee or occupant under any lease not comply with this Declaration or such Bylaws, Rules and Regulations or the Master Plan Documents, the Board shall have the right to cancel and terminate such lease, without any liability imposed upon the Board or Association, and for such purpose the Board shall be regarded as the Owner's agent, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease. The Board may resort to any remedies available to it including a proceeding in forcible detainer and the remedies set out in Paragraph 3.2 (c), to enforce the provisions of this Paragraph. **A copy of the Rules and Regulations of the Association shall be attached to all such lease agreements.** An Owner who has entered into a bona fide lease of his or her Unit shall, within fifteen (15) days of entering in to such lease, give the Board of Directors of the Association written notice of such lease transaction, together with the name, work address and work phone number of the lessee and a copy of such lease as executed. If the notice that is required by this Section is not timely given by the Owner, then the Owner shall be liable to the Board for any costs or expenses incurred by the Board in acquiring the information that should have been contained in the Owner's complete and timely leasing notice to the Board. Other than the foregoing, there shall be no restriction on the right of any Owner to lease his or her Unit. For purposes of this Section 5.3, sublease and subletting shall be deemed to be included in the terms "**lease**" and "**leasing**". Nothing in this Section 5.3 shall be deemed to, construed as or used in any way to discriminate against any person on the account of race, creed, religion, age, sex, sexual preference or physical challenge.

5.4 Signs. In order to establish harmony and appearance in sign display, the Board shall adopt rules and regulations regarding the type, color, character and location of all signs in the Regime. Except as provided in this Section 5.4, no Owner shall have the right to place any sign on the exterior of any Unit, Common Element or Limited Common Element or that is visible from the exterior of any Unit or elsewhere on the Regime without the prior written consent of the Board (which consent may be withheld), and the Board shall have the right to remove and dispose of, without liability for trespass or other tort or action in connection therewith, any sign so placed without permission or which is in violation of the established Rules and Regulations of the Association. The Owner of a Unit may, without Board consent, place such signs as he or she deems appropriate inside the Unit so long as they are not visible from the exterior. In addition, any signs, including for sale and for lease signs, placed by or approved by Declarant shall be deemed in compliance and shall not be subject to removal so long as Declarant is the Owner of any Unit in the Regime. Signs which are required by legal proceedings are permitted without prior approval.

Political campaign and political endorsement signs placed and owned by Owners or occupants of any Unit are permitted, but only on such Owner's or occupant's Unit, and only during the generally recognized election or referendum. All such political signs shall be further subject to the time, place, manner, size and quantity limitations as the same may be uniformly implemented and uniformly imposed by the Board from time to time.

5.5 Boundaries of Units. The physical boundaries of the Units, the Common Elements, and the Limited Common Elements, as constructed, shall be conclusively presumed to be the boundaries of such areas, notwithstanding any settling, rising, or other movement or minor variance in the location of the Buildings on the Land, and regardless of any variances actually existing on the date hereof with respect to such boundaries. Additionally, there is hereby granted a valid and existing easement pursuant to Section 82.064 of TUCA for any encroachments now existing or hereafter arising due to any such minor variances, settling, rising, or other movement and such easement shall exist for such encroachment and the maintenance thereof so long as the Regime exists as a Condominium Regime pursuant to TUCA.

5.6 Separate Taxes. Taxes, assessments and other charges of the State or of any political subdivision, or any special improvement district or other taxing or assessing authority, shall be assessed by such authorities against and collected as provided in TUCA Section 82.005.

5.7 Use of Common Elements. Each Owner may use the General Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners.

ARTICLE SIX MAINTENANCE AND REPAIRS

6.1 Maintenance by the Association.

- (a) The Association shall maintain the portions of the Common Elements, save and except those Common Elements and Limited Common Elements that are contained within the boundaries of the Units, and shall make reasonable and timely repairs to such Common Elements and Limited Common Elements. The Association shall be responsible for removal of snow, ice, leaves and debris from any portion of such General or Limited Common Element which it is required to maintain.
- (b) If the need for Common Element or Limited Common Element maintenance or repair is required of the Association and such maintenance is caused by the willful or negligent act of any Owner, his guests, invitees or contractors, the cost of such maintenance or repairs shall, to the extent not covered by the Association's insurance, be deemed a debt of such Owner to the Association, payable on demand, and payment hereof shall be secured in the same manner as for Common Expense Charges as set forth in Article Four hereof.

- (c) Any common expense associated with the maintenance, repair or replacement of a Limited Common Element for which the Association has the maintenance responsibility shall be assessed equally against the Units to which the Limited Common Element is assigned.

6.2 Maintenance by Owner.

- (a) Each Owner shall maintain his or her respective Unit and the utility installations and equipment therein or thereto, in good order and repair at all times. The Owner of a Unit, which includes as part of that Unit any doorstep or entry porch, shall be responsible for removal of snow, ice, leaves and debris therefrom.
- (b) No Owner shall have the right to modify, alter, decorate (except seasonally, as provided below), redecorate, or improve the exterior of any Unit, or to take any such action with respect to the interior or exterior of any of the Common Elements without first obtaining the written consent of the Board, which consent may be withheld if deemed not in the best interests of the Regime. However, under no circumstances shall any Owner do any act nor allow any condition to exist which will adversely affect other Owners and their use of the Common Elements or the Limited Common Elements appurtenant to their Units.
- (c) Each Owner shall have the right to modify, alter, repair, decorate, redecorate, or improve the interior of such Owner's Unit, and to repair all of the Unit provided that such action does not change the original appearance of the Unit from the outside, impair the structural integrity, weaken the support, or otherwise adversely affect any of the other Units or any Limited Common Elements or Common Elements, and provided that all such action is performed in good and workmanlike manner. An Owner may place seasonal decorations on his or her Unit, subject to the limitations set forth in the Rules and Regulations.
- (d) If any Owner shall fail to so maintain a Unit, or any portion thereof, the Association shall have the right (but not the obligation) to perform such work as is necessary to put any such Unit which such Owner is required to maintain in good order and repair, and the cost thereof shall be deemed a debt of such Owner in the same manner as for Common Expense Charges as set out in Article Four, hereof.

6.3 Easements and Rights of Entry. In addition to the rights of access granted in Section 82.066 and 82.107 (d) of TUCA, there is hereby created a blanket easement to and for the benefit of the Declarant until the end of the Declarant Control Period, and thereafter to the Association, and their respective duly authorized agents, employees and representatives to provide access to each Unit and Limited Common Elements for the purpose of fulfilling any of its

obligations (or the obligations of any Owner, should the Owner fail, refuse, or be unable to do so) under this Declaration, abating any nuisance or any dangerous or unauthorized activity or condition being conducted or maintained in such Limited Common Area, or any prohibited or unlawful activity which affects the welfare or health of other Owners, enforcing the provisions of this Declaration, the Bylaws or the Rules and Regulations promulgated hereunder or thereunder, or for making emergency repairs therein necessary to prevent damage to the Common Elements or Limited Common Elements or to another Unit. Further, the City of Cedar Park utility service and public works personnel and personnel of all other utility services shall have a free right of access upon and across the Common Elements and Limited Common Elements for the purposes of reading water and gas meters and maintaining and installing and replacing meters, utility lines and appurtenant equipment within the easements as shown on the Plat attached hereto as Exhibit "B". Except, (i) in the event of an emergency, (ii) in the case of entries to read utility meters and maintain, repair or service utility lines, or (iii) in the event the Board or its agent is unable to contact any Owner or occupant of a Unit after reasonable efforts, such right of entry shall be exercised only in the presence of the Owner or other occupant of the Unit which is entered or without such presence if the Owner or occupant so consents. In all events, such right of entry shall be exercised in such manner as to avoid an unreasonable or unnecessary interference with the possession, use or enjoyment of the Unit by the Owner or occupant thereof. In the event any damage is caused to the property of any Owner in connection with the exercise of any such right of entry, such damage shall be repaired at the expense of the Association, and the Board is authorized to expend Common Expense Funds therefore.

6.4 Mechanic's Lien. Each Owner agrees to indemnify and hold each of the other Owners harmless from any and all claims of mechanic's or materialman's lien filed against other Units and the appurtenant General Common Elements or Limited Common Elements for labor, materials, services or other products incorporated in the Owner's Unit or any portions of such Unit that would otherwise be deemed to be Common Elements or Limited Common Elements under TUCA. In the event suit for foreclosure of mechanic's or materialman's lien is commenced, then within thirty (30) days thereafter, such Owner shall be required to deposit with the Association, cash or negotiable securities equal to 150% of the amount of such claim. Such sum or securities shall be held by the Association in an FDIC insured account that bears interest and accrues to the Unit Owner making the deposit, pending final adjudication or settlement of the claim or litigation. Disbursement of such funds or proceeds, including any accrued interest, shall be made by the Association to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by the subject Owner, and his or her failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the Owner and a lien against his or her Unit which may be foreclosed as is provided in this Declaration.

ARTICLE SEVEN INSURANCE CASUALTY AND REBUILDING

7.1 Insurance. The Association shall obtain insurance for all portions of the Condominium Regime as required by Section 82.111 of TUCA, including the Units, up to the original standard completion of each Unit including wall coverings, floor coverings, fixtures, built-ins and appliances that were included in the original standard completion. The Board may also obtain such other insurance in such reasonable amounts as the Board may deem desirable,

The premiums for all insurance acquired on behalf of the Association or the Owners pursuant to the provisions hereof shall be paid out of the Common Expense Fund. Initially, the Association shall obtain coverage for all common element improvements (other than Units) equal to 100% of their insurable replacement cost. Initially, the Association shall obtain liability insurance in the following amounts:

- (a) Bodily Injury and Property Damage Liability--\$1,000,000.00 combined single limit per occurrence.
- (b) Personal Injury Liability & Advertising Injury Liability.
- (c) Medical Payment--\$5,000.00 per person.
- (d) Non-owned Auto--\$1,000,000.00 single limit.
- (e) Directors and Officers Liability. \$1,000,000.00 with a \$1,000.00 deductible per occurrence.

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

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

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

All insurance provided for in this Section or in §82.111 of TUCA shall be affected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Texas. If, but only if, the same is available at a reasonable cost, the Association shall obtain such policy or policies from an insurance company that has a current Best rating of A- or better. If an insurance policy or policies specifically designed to meet the insurance needs of Condominium Regimes become available in Texas through action by appropriate governmental agencies or otherwise, the Board shall be authorized to obtain such a policy if the coverage provided by such policy is at least equal to the coverage provided by those policies specified below, including without limitation so called "Umbrella Policies", and such insurance as may from time to time be available to protect officers, directors and employees of the Association as contemplated or permitted by the Association's Bylaws.

7.2 Individual Insurance. Each Owner shall be solely responsible for and shall obtain insurance on all improvements to the Unit, the contents, furnishings, wall and floor coverings and appliances which exceed the original standard completion, and are not included in the insurance coverage obtained by the Association pursuant to Section 7.1 of the Declaration. Each Owner shall also maintain under his or her condominium Owner policy or otherwise personal and general liability insurance against claims for personal injury or death or property damage suffered by the public or any other Owner or Member, family members, agents, employees or invitees of any other Owner or Member, or any agent (including Declarant's Agent), employee, officer, director or contractor of the Association or the Declarant, occurring in, on or about said Owner's Unit or the Limited Common Elements appurtenant to such Owner's Unit, which insurance shall afford protection to such limits as the Board shall deem desirable, but not less than one hundred thousand dollars (\$100,000.00) per incident and two hundred and fifty thousand dollars (\$250,000.00) aggregate policy limits. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Association for the benefit of all of the Owners as above provided. Owners may carry individual policies of liability insurance insuring against the liability of such Owners, at their own cost and expense.

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

ARTICLE EIGHT FIRE OR CASUALTY; REBUILDING

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

8.2 Repair of Units. Each Owner shall be responsible for the repair, reconstruction, and replacement of all Units and all furnishings, wall and floor coverings, office systems, computers and equipment, appliances and other personal property, including the appurtenant Limited Common Elements for which the Owner has the maintenance responsibility.

8.3 Deposit and Disposition of Insurance Proceeds. Insurance proceeds for the awards made as to damage to the Common Elements shall be delivered to the Declarant's First Mortgagee or its designee for so long as the Declarant has a First Mortgagee and the Declarant's First Mortgagee, or its designee, shall receive, hold and disburse such funds as the "insurance trustee" (the "Insurance Trustee") as contemplated by the provision of Section 82.111 (f) of TUCA and in the same manner and subject to the same terms and conditions as are (or may be) provided in any loan agreement between the Declarant and the Declarant's First Mortgagee for the disbursement of loan proceeds. If there is no Declarant's First Mortgagee, then the insurance proceeds for the awards made as to damage to the Common Elements shall be delivered to the

Association and disbursed and distributed as provided in Section 82.111 (i) of TUCA. To the extent not inconsistent with such Section of TUCA, any distribution of insurance proceeds in connection with the termination of the Regime shall be made based on each Unit Owner's undivided interest in the Common Elements.

The Insurance Trustee shall have no liability or obligation whatsoever in connection with the restoration of the Common Elements or the construction, completion or inspection of the work performed thereon, and shall have no obligation except to advance the insurance proceeds as provided above. The Insurance Trustee shall not be obligated to inspect the work, nor be liable for the performance or default of any contractor or subcontractor, nor be liable for any failure to construct, complete, protect or insure the work, or any part thereof, nor be liable for the payment of any cost or expense incurred in connection therewith, except for its willful failure to advance the insurance proceeds as provided above, nor be liable for the performance or non-performance of any obligation of the Declarant or the Association and nothing, including without limitation, any disbursement of insurance proceeds, shall be construed as a representation or warranty, express or implied, on the part of the Insurance Trustee. Further, the Declarant or the Association, as the case may be, shall be solely responsible for all aspects of the work, including, but not limited to:

- (a) The quality and suitability of the plans and specifications;
- (b) Supervision of the work;
- (c) The qualifications, financial condition and performance of all architects, engineers, contractors, subcontractors, suppliers and consultants;
- (d) Conformance of the work to the requirements of all applicable public and private restrictions and requirements;
- (e) The quality and suitability of all materials and workmanship; and
- (f) The accuracy of all requests for the disbursement of insurance proceeds and the proper application of disbursed insurance proceeds.

The Insurance Trustee shall have no obligation to supervise or inspect the work or to inform the Unit Owners or any third party of any aspect of the work or any other matter referred to above. Any inspection or review made by the Insurance Trustee shall be made for its own purposes and neither the Declarant, nor the Association, nor any Unit Owner, nor any third party shall be entitled to rely upon any such inspection or review. The Insurance Trustee shall owe no duty of care to the Declarant, the Association, any Unit Owner, or any third person to protect against or inform any such persons of the existence of negligent, faulty, inadequate or defective design or construction of the work.

Neither the Declarant, the Association, any Unit Owner, nor any other person may require satisfaction of any condition precedent to the obligation of the Insurance Trustee to make any advance of insurance proceeds which are imposed by the provisions of any loan agreement between the Declarant and the Declarant's First Mortgagee nor be entitled to assume that the

Insurance Trustee will refuse to make any advance of insurance proceeds in the absence of strict compliance with any such conditions precedent. Any such requirement may be waived by the Insurance Trustee, in whole or in part, at any time.

The Insurance Trustee's duties and responsibilities in connection with the insurance proceeds shall be purely ministerial and shall be limited to those expressly set forth in TUCA and this Declaration. The Insurance Trustee shall not be required to exercise any discretion hereunder and shall have no investment or management responsibility and, accordingly, shall have no duty to, or liability for its failure to, invest the insurance proceeds. The Insurance Trustee shall not be liable for any error in judgment, any act or omission, any mistake of law or fact, or for anything it may do or refrain from doing in connection herewith, except for, subject to the next succeeding Paragraph hereof, its own willful misconduct or gross negligence. The Insurance Trustee shall never be required to use, advance or risk its own funds or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights and powers.

The Insurance Trustee may rely on, and shall not be liable for acting or refraining from acting upon, any written notice, instruction or request or other paper furnished to it hereunder or pursuant hereto and believed by it to have been signed or presented by the proper party or parties. In no event shall the Insurance Trustee be liable for any lost profits, lost savings or other special, exemplary, consequential or incidental damages. The Insurance Trustee may consult with its counsel or other counsel satisfactory to it concerning any question relating to its duties or responsibilities hereunder or otherwise in connection herewith and shall not be liable for any action taken, suffered or omitted by it in good faith upon the advice of such counsel.

Should any controversy arise involving the insurance proceeds, or should a substitute Insurance Trustee fail to be designated as provided in the next succeeding Paragraph hereof, or if the Insurance Trustee should be in doubt as to what action to take, the Insurance Trustee shall have the right, but not the obligation, either to (a) withhold delivery of the insurance proceeds until the controversy is resolved, the conflicting demands are withdrawn or its doubt is resolved or (b) institute a petition for interpleader in any court of competent jurisdiction to determine the rights of the parties with respect thereto. In the event the Insurance Trustee is a party to any dispute, the Insurance Trustee shall have the additional right to refer such controversy to binding arbitration. Should a petition for interpleader be instituted, or should the Insurance Trustee be threatened with litigation or become involved in litigation or binding arbitration in any manner whatsoever in connection with the insurance proceeds, then, the Association hereby agrees to reimburse the Insurance Trustee for its reasonable attorneys' fees and any and all other expenses, losses, costs and damages incurred by the Insurance Trustee in connection with or resulting from such threatened or actual litigation or arbitration.

The Insurance Trustee may resign as such upon ten (10) days' prior notice to the Association. Upon the effective date of such resignation, the Insurance Trustee shall deliver the remaining undisbursed insurance proceeds to any substitute Insurance Trustee designated by the Association in writing, with the written consent of the Declarant's First Mortgagee. If the Association fails to designate a substitute insurance trustee with the written consent of the Declarant's First Mortgagee within ten (10) days after the giving of such notice, the Insurance Trustee may institute a petition for interpleader. The Insurance Trustee's sole responsibility after

such 10-day notice period expires shall be to hold the remaining undisbursed insurance proceeds, (without any obligation to invest the same) and to deliver the same to a designated substitute insurance trustee, if any, or in accordance with the directions of a final order or judgment of a court of competent jurisdiction, at which time of delivery the Insurance Trustee's obligations hereunder shall cease and terminate.

The Association hereby agrees to pay the Insurance Trustee for its services hereunder in accordance with such fee schedules as may be furnished from time to time by the Insurance Trustee to the Association and to pay all expenses incurred by the Insurance Trustee in connection with the performance of its duties and enforcement of its rights hereunder, including, without limitation, reasonable attorneys' fees and related expenses incurred by the Insurance Trustee. In the event the Association for any reason fails to pay any such fees and expenses as and when the same are due, such unpaid fees and expenses shall be charged to and may be set-off and paid from the insurance proceeds by the Insurance Trustee without any further notice.

ARTICLE NINE CONDEMNATION

9.1 Participation in Condemnation Proceedings; Expenses. If all or any part of the Regime is taken or threatened to be taken by condemnation, eminent domain, or by any other similar power, the Board and each Owner whose Unit is being taken in whole or part shall be entitled to participate in proceedings incident thereto at their respective expense. The Board shall give notice of the existence of such proceedings to all Owners and Mortgagees known to the Board. The expense or participation in such proceedings by the Board shall be borne by the Common Fund. The Board is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and other persons as the Board in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Board, acting as trustee, and such damages or awards shall be applied or paid as provided herein.

9.2 Condemnation of Common Areas. In the event that an action in eminent domain is brought to a portion of the Common Elements or any Limited Common Elements that are not exclusively limited to the use of the Owner of one Unit, the Board shall have the sole authority to determine whether to defend any such proceedings; to make any settlement with respect thereto; or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking of Common Elements or Limited Common Elements that are not exclusively limited to the use of an Owner of one Unit, all damages and awards shall be determined for such taking as a whole, and not each Owner's interest therein. After the damages and awards for such taking are determined, the Board shall decide whether to replace or restore the Common Elements or, may, if it deems advisable, call a meeting of the Association, at which meeting the Members by majority vote, shall decide whether to replace or restore as far as possible the Common Elements or such Limited Common Elements so taken or damaged. Any damages or awards not so used for replacement or restoration shall be paid to the Owners as provided in Section 82.007 (c) of TUCA.

In the event that an action in eminent domain is brought to a portion of the Limited Common Elements that are exclusively limited to the use of one Owner or one Unit, the Owner or Owners of said Unit shall have the sole authority to determine whether to defend any such proceedings, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceedings. With respect to any such taking of the Limited Common Elements, all damages and awards remaining after any necessary repairs or replacements respecting the Limited Common Elements so taken, shall be paid to the Association as required in Section 82.007 (c) of TUCA, and shall be distributed by the Association to the Owner or Owners of the Unit or Units to which such Limited Common Elements were appurtenant.

9.3 Deposit and Disposition of Funds and Regrouping of Surviving Units. In the event that any eminent domain proceeding results in the taking of or damage to one or more Units, then the damage and awards for such taking and the payment thereof, and the regrouping of Ownership interests, shall be determined in accordance with Section 82.007 (a) and (b) of TUCA. Any proceeds for the awards made as to and taking or damage to the Common Elements shall be delivered to the Declarant's First Mortgagee for so long as the Declarant has a First Mortgagee and the Declarant's First Mortgagee shall receive and hold such funds in the same manner as the "insurance trustee" as contemplated by Section 82.111 (f) of TUCA and shall disburse the same as provided in Section 82.007 (c) of TUCA and in accordance with and subject to the Terms and Provisions of Section 8.3 of this Declaration.

ARTICLE TEN AMENDMENTS TO DECLARATION

10.1 Amendment by Declarant. Until such time as the first Unit in this Regime is sold to a third party, and thereafter during the Declarant Control Period as to the matters that are set forth above as the Special Rights Reserved by the Declarant, Declarant reserves the right to amend the provisions hereof at any time, and from time to time prior to the date of such first sale. Declarant's First Mortgagee, however, must join with the Declarant in executing any such amendment or amendments. Pursuant to Section 82.067 (a)(3) of TUCA, any such amendments may be adopted by a unanimous written consent signed by the Declarant's First Mortgagee and the Declarant (as the sole member of the Association for so long as the Declarant is the sole member of the Association, and thereafter by the Declarant as a member of the Association and as the attorney in fact for all of the other Members and their First Mortgagees pursuant to the power of attorney set forth in Section 13.9 below), and shall otherwise be made in accordance with Section 82.067(g) of TUCA. Further, amendments may be executed by Declarant pursuant to Sections 82.051(c), 82.059(f), 82.060 and 82.067(f) of TUCA.

10.2 Other Permitted Methods of Amendments. This Declaration may be amended pursuant to any of the methods set forth in Section 82.067(a) or (f) of TUCA. Further Amendments may be made by the Association pursuant to Sections 82.007, 82.056(d), 82.058(c), 82.062 or 82.063 of TUCA. Certain Unit Owners may amend this Declaration pursuant to Section 82.058(b), 82.062, 82.063(b), and 82.068(b) of TUCA, and Section 2.4 above. No such amendment shall be effective until an original thereof is duly recorded in the Official Property Records maintained by the County Clerk of Williamson County, Texas.

10.3 Termination. This Declaration may be terminated as a matter of law in case of a total taking of the Regime. This Declaration may also be terminated following a substantial casualty or a substantial, but less than total, taking of the Regime in a condemnation action or other governmental taking, or for any other reason, pursuant to an amendment approved by at least 80% in interest of all Unit Owners.

10.4 Limitations. Except as provided by Section 82.067(b) of TUCA, the Declaration, including the plats and plans, may be amended only by a vote of at least 67% in interest of all Owners.

No amendment may, unless approved by 100% in interest of all Owners:

- (i) change the voting rights or the pro-rata interest or obligations of any Unit or Owner, other than in response to a reallocation under Section 2.4, above or due to a taking by eminent domain (or voluntary sale in lieu thereof), or due to the exercise of the Special Declarant's Rights in Basic Provision 14;
- (j) increase the number of Units, whether by partition, subdivision, or otherwise, or any part of the Common Elements, other than due to the exercise of the Special Declarant's Rights in Basic Provision 14;
- (k) create or increase Special Declarant Rights;
- (l) alter or destroy a Unit or a Limited Common Element, other than due to the exercise of the Special Declarant's Rights in Basic Provision 14 and excluding any alteration as provided in Section 2.4;
- (m) change the use restrictions affecting a Unit, or impose any further restrictions on the leasing of Units or the Owner's right to sell or transfer his or her Unit; or
- (n) redefine any Unit boundaries or convert any Unit into Common Elements, except for changes in Unit boundaries resulting from the exercise of the Special Declarant's Rights in Basic Provision 14 and excluding any alteration as provided in Section 2.4, above.

10.5 Conform to Law. Except as provided in Basic Provision 7 and 14, above, the rights of use and the location of the Limited Use Easements may not be altered, unless the affected Unit Owners (or the Declarant as their attorney in fact on their behalf as provided in Section 13.9 below) consent in writing in recordable form which is recorded in the Official Records of Williamson County, Texas as part of an amendment to this Declaration, in the form required for such amendments. The foregoing shall apply to the reallocation of Limited Common Elements pursuant to Section 2.4 above. Further, unless the Declarant and (to the extent one still exists) the Declarant's First Mortgagee, joins in such amendment, no amendment may affect the Declarant's obligations or rights under this Declaration.

10.6 Methods of Obtaining Consents. Any consent required to effect an amendment to the Declaration may additionally be obtained by facsimile ballots or mail ballots, separately or in conjunction with a meeting called to consider an amendment, by vote of members present at any such meeting in person, or by proxy or who is in attendance by telephone conference in which the member can hear and be heard.

ARTICLE ELEVEN PROTECTION OF MORTGAGEES

11.1 Notice to Association. An Owner who mortgages his or her Unit shall notify the Board, giving the name and address of the Mortgagee including the name and address of the person to whom notices are to be directed hereunder. The Mortgagee must be identified as a First Mortgagee to receive the special rights of a First Mortgagee. The Board shall maintain such information in a book entitled "**Mortgagees of Units.**" Any Mortgagee may give such notice in addition to or in lieu of such Owner's notice.

11.2 Notice of Default. The Association shall notify a Mortgagee in writing, upon request of such Mortgagee, of any default by its Mortgagor in the performance of such Mortgagor's obligations as set forth in this Declaration or by Bylaws or Rules and Regulations which is not cured within ten (10) days.

11.3 Examination of Books. The Association shall permit Mortgagees, and their agents duly authorized in writing delivered to the Association, to examine the books and records of the Association during normal business hours.

11.4 Notice of Change. The Association shall give each Mortgagee identified pursuant to Section 11.1 above written notice of any:

- (a) proposed termination of the Condominium Regime;
- (b) proposed condemnation or eminent domain proceedings affecting the Condominium Regime or any part thereof;
- (c) any significant damage or destruction to a Building;
- (d) any proposed change or Amendment to this Declaration, Bylaws, Rules or Regulations which would effect a change in any of the matters stated in Section 10.4 of this Declaration;
- (e) any delinquency of 60 or more days in the payment of assessments or charges by the Owner of any Unit encumbered by such Mortgagee's Mortgage; or
- (f) the lapse, cancellation or material modification of any insurance policy maintained by the Association.

Any notice sent to a First Mortgagee to the address maintained by the Association pursuant to Section 11.1 shall, if the same is sent by certified or registered mail, return receipt requested, operate to bind the First Mortgagee to a consent to the proposed change or amendment if such First Mortgagee fails to respond to any such written proposal for amendment within 30 days of the date the First Mortgagee received the notice as demonstrated by the return receipt.

11.5 Notice of Meetings. The Association shall furnish each Mortgagee, upon request of such Mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such Mortgagee to attend (for monitoring purposes only) such meetings, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

11.6 Claims for Unpaid Assessments. Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage shall not be liable for such Unit's unpaid dues or charges which accrued after the recording date of Mortgagee's Mortgage and prior to the acquisition of title to such Unit by the Mortgagee.

11.7 Taxes, Assessments and Charges. All taxes, assessments and charges which may become liens prior to the Mortgage under the local law shall relate only to the individual Unit and not to the Regime as a whole.

11.8 Financial Statement. Any Mortgagee shall be entitled, upon request, to receive the Association's annual financial statement for the immediate preceding fiscal year, except that such statement need not be furnished earlier than ninety (90) days following the end of such fiscal year.

11.9 Insurance Proceeds. The right of any Mortgagee to insurance proceeds shall be determined as provided in Section 82.111 of TUCA. See Section 8.3 above regarding the Declarant's First Mortgagee's service as the "insurance trustee" contemplated by Section 82.111 (f) of TUCA.

11.10 Notice of Loss. The Association shall give notice to Mortgagees in writing of any loss to, or taking of, the Common Elements of the Regime if such loss or taking exceeds \$10,000.00 or if damages to a Unit covered by a Mortgage exceeds \$5,000.00.

11.11 Partition. No partition may be affected until consent is had from all affected Mortgagees or all affected Mortgages are paid in full.

ARTICLE TWELVE EXCULPATION

12.1 Injury to Person or Property. Owners acknowledge that the Declarant, Declarant's Agent and the Association have no duty to Owners or their agents and invitees to protect the Unit Owners and their guests, employees, contractors' agents and invitees from harm or loss. Each Unit Owner shall be solely and exclusively responsible for supervising his or her own employees, agents, contractors, guests and invitees under his or her control. By accepting

and recording the deed to a Unit, each Owner agrees that the foregoing is reasonable and constitutes the exercise of ordinary care by the Association, Declarant and Declarant's Agents. Each Owner agrees to indemnify and hold harmless the Association and Declarant and Declarant's Agents from any claim of damages, to person or property arising out of an accident or injury in or about the Regime to the extent and, only to the extent caused by the acts or omissions of the Unit Owner, his guests, employees, agents, contractors or invitees and not covered by the Association's insurance.

ARTICLE THIRTEEN MISCELLANEOUS

13.1 Enforcement. Declarant, the Association and any Owner shall have the right to enforce, by any proceeding at law or in equity, all terms and provisions hereof. The violation of any Rule or Regulation promulgated by the Board, or the breach of any Bylaws, or the breach of any provision of the Declaration if the Board has first requested in writing that an Owner abate or remove the cause of a violation of the terms and provisions hereof or any Rule or Regulation promulgated by the Board or Bylaws, and such request is not complied with within ten (10) calendar days (excluding the date notice is dispatched), shall give the Board the right, in addition to any other rights set forth therein or allowed at law or in equity:

- (a) to enter the Unit or Limited Common Element in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board shall not be deemed guilty in any manner of trespass, and to expel, remove and put out same, using such force as may be necessary in so doing, without being liable for prosecution or damages therefore; and
- (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. Failure by the Board, the Declarant, Declarant's Agent, or by any Owner to enforce any covenant or restriction shall in no event be deemed to be a waiver of the right to enforce such covenant or restriction thereafter.

The foregoing notwithstanding, no item of construction may be altered or demolished after the Association is notified that judicial proceedings have been instituted respecting such item of construction.

13.2 Rules and Regulations. The Rules and Regulations with respect to the day-to-day maintenance, operation, an enjoyment of the Common Elements, Limited Common Elements and the Regime may be amended from time to time by the Board, PROVIDED HOWEVER, that **such rules may not be in conflict with law or the documents governing the Regime and must affect the Common Elements or other Units and further provided that to the extent the same constitute restrictions on use, occupancy, or alienation of any Unit, the rules so adopted may only be to implement the use, occupancy or alienation provisions that are set forth in this**

Declaration. The Rules and Regulations are of equal dignity with the provisions of this Declaration and shall be enforceable in the same manner as the Declaration, but, in the event of a conflict, this Declaration shall control. Each Owner, by accepting conveyance of a Unit, agrees to comply with and abide by the Rules and Regulations, as the same may be amended from time to time.

13.3 Conflicting Provisions. If there is a conflict between the Bylaws and this Declaration, the Declaration shall be controlling. If there is any conflict between the HOA Restrictions and this Declaration, the HOA Restrictions shall be controlling as to matters related to commercial lots, but not as to matters related exclusively to the Condominium. If the Declaration is contrary to any controlling provisions of TUCA, TUCA shall be controlling.

13.4 Binding. The terms and provisions hereof shall be deemed to be covenants running with the Land and shall be binding upon the Declarant, all Owners, Mortgagees and their heirs, legal representatives, successors and assigns.

13.5 Partition. The Common Elements and Limited Common Elements shall remain undivided and shall not be subject to an action for partition or division so long as the Regime is maintained as a Condominium Regime in accordance with the terms and provisions hereof.

13.6 Severability. In the event of the invalidity or partial invalidity or unenforceability of any provision or portion of this Declaration, the remainder of this Declaration shall remain in full force and effect and in lieu of such severed provision or provisions there shall be substituted a provision which is as close thereto as possible in meaning and intent, which is valid and enforceable.

13.7 Exhibits. Exhibits "A", "B", "C", "D" and "E" attached hereto are hereby incorporated by reference in this Declaration for all purposes, as if set out verbatim where ever referenced herein.

13.8 Limitation on Contract Term. In addition to the rights set forth in Section 82.105 of TUCA, any executory contract made by the Association for professional management, or providing for services by the Declarant, shall be terminable by either party without cause or payment of a termination fee, on thirty (30) days' written notice (calculated from the date that such written notice properly addressed with postage prepaid is deposited in the U.S. mail) and shall have a maximum term of no more than two (2) years.

13.9 Declarant as Attorney in Fact and Proxy. To facilitate the exercise of the Special Rights Reserved by the Declarant in Basic Provisions 14 above, each Owner, by accepting the benefits of a Deed conveying a Unit in the Regime, each Mortgagee, by accepting the benefits of a Mortgage against a Unit in the Regime, and any other person (hereafter called an "Other Person"), by accepting the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien and/or any other security interest against any Unit in the Regime, shall thereby be deemed to have appointed Declarant the irrevocable attorney-in-fact, with full power of substitution, of each such Owner, Mortgagee and/or Other Person to do and perform each and every act permitted or required in Basic Provisions, Section 14 and which may otherwise be

reasonably necessary in connection therewith. The power thereby vested in Declarant as attorney-in-fact for each Owner, Mortgagee and/or Other Person, shall be deemed, conclusively, to be coupled with an interest and shall survive the dissolution, termination, insolvency, bankruptcy, incompetency and death of an Owner, Mortgagee and/or Other Person and shall be binding upon the legal representatives, administrators, executors, successors, heirs and assigns of each such Owner, Mortgagee and Other Persons. In addition, each Owner, by accepting the benefits of a deed conveying a Unit in the Regime, and each Mortgagee, by accepting the benefits of a Mortgage against a Unit in the Regime, and any Other Person, by accepting the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien and/or any other security interest against any Unit in the Regime, shall thereby appoint Declarant the proxy of such Owner, Mortgagee or Other Person, with full power of substitution in the premises, to do and perform each and every act permitted or required in Basic Provisions Section 14 and which may otherwise be reasonably necessary in connection therewith, including without limitation, to cast a vote for such Owner, Mortgagee or Other Person at any meeting of the Members for the purpose of approving or consenting to any amendment to this Declaration in order to effect and perfect any such Special Rights Reserved by the Declarant and to execute to likewise execute and record amendments on their behalf to such effect; and the power hereby reposed in the Declarant, as the attorney-in-fact for each such Owner, Mortgagee or Other Person includes, without limitation, the authority to execute a proxy as the act and deed of any Owner, Mortgagee or Other Person and, upon termination or revocation of any Owner's proxy as permitted by the Texas Non-profit Corporation Act codified as Article 1396-2 et seq. of the Texas Business and Commerce Code (the "Act"), the authority to execute successive proxies as the act and deed of any Owner, Mortgagee or Other Person authorizing the Declarant, or any substitute or successor Declarant appointed thereby, to cast a like vote for such Owner at any meeting of the Members of the Association. Furthermore, each Owner, Mortgagee and Other Person upon request by the Declarant, will execute and deliver a written proxy pursuant to Section 82.110(b) of TUCA, including a successive written proxy upon the termination or revocation as permitted by the Act of any earlier proxy, authorizing the Declarant, or any substitute or successor Declarant appointed thereby, to cast a like vote for such Owner at any meeting of the Members of the Association. If the Declarant does not exercise its rights during the Declarant Control Period under Basic Provision Section 14 a. (iv) or (v), any all such appointments and successive proxies shall expire at the end of the Declarant's Control Period as defined in Basic Provisions 14 c. above. If the Declarant exercises any of its rights during the Declarant Control Period under Basic Provision Section 14 a. (iv) or (v), any and all such appointments and successive proxies shall survive the expiration of the Declarant's Control Period as defined in Basic Provisions 14 c. above and shall survive until the 7th anniversary of the sale of the first Unit in the Regime to a person other than the Declarant, but only for carrying out the purposes set forth in the specific Basic Provision Section 14 a. (iv) or (v) that were exercised by the Declarant during the Declarant Control Period.

All such proxies shall be non-revocable for the maximum lawful time and upon the expiration of non-revocable period, new proxies shall again be executed for the maximum non-revocable time until Declarant's right to require such successive proxies expires.

DECLARANT:

TRINITY TEXAS BUILDERS, INC.
a Texas corporation

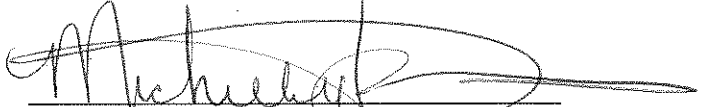
By: _____
Sijo Vadakkan, President

THE STATE OF TEXAS

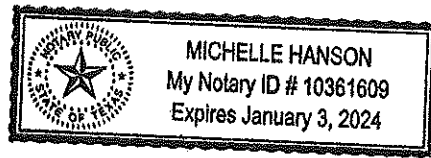
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COUNTY OF WILLIAMSON

This Declaration of Condominium Regime for the Trinity Gattis Office Condominium (the "**Declaration**") was acknowledged before me on June 15, 2020 by Sijo Vadakkan, President of Trinity Texas Realty, Inc., a Texas corporation, on behalf of said corporation.



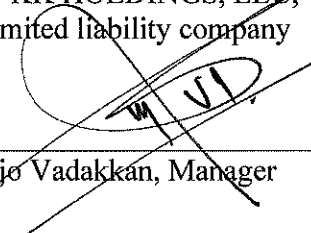
Notary Public in and for the State of Texas



JOINDER BY OWNER

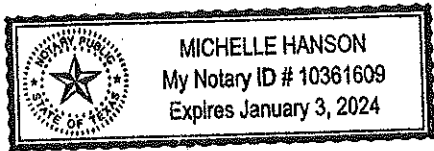
TRINITY KK HOLDINGS, LLC, a Texas limited liability company, the Owner in fee simple absolute of the Land described in this Declaration, situated in Williamson County, Texas, together with all improvements thereon and all easements, rights and appurtenances, according to the certain DEED recorded in Document Number 2019107317, Official Public Records of Williamson County, Texas joins in and consents to the foregoing Condominium Declaration.

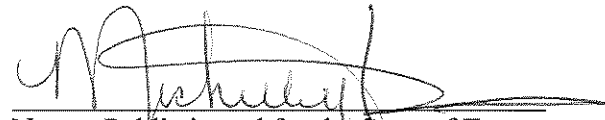
TRINITY KK HOLDINGS, LLC,
a Texas limited liability company

By: 
Sijo Vadakkan, Manager

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Declaration of Condominium Regime for the GATTIS OFFICE COMPLEX (the "Declaration") was acknowledged before me on June 15, 2020 by Sijo Vadakkan, Manager of Trinity KK Holdings, LLC, a Texas limited liability company, on behalf of said company.




Notary Public in and for the State of Texas


JOINDER BY MORTGAGEE

Independent Bank at 1503 Rivery Blvd, Georgetown, Texas 78628 being the holder of those certain three liens dated November 6, 2019, established by that certain DEED OF TRUST recorded in Document Number 2019107318, Official Public Records of Williamson County, Texas, securing payment of obligations in the amount of \$4,994,400.00, consents to the foregoing Condominium Declaration, and agrees that enforcement of the lien will not affect the Condominium Declaration or regime, which Declaration and establishment of condominium regime will be recognized by Lien Holder, and that the undersigned has authority to execute and deliver this Consent of Lien holder and that all necessary acts necessary to bind the Lien Holder have been taken.

The undersigned makes no representation or warranty, express or implied, of any nature whatsoever, to any present or future Owner or purchase of a Unit with respect to such Unit or the Condominium Regime. All such Owners or purchasers agree by their purchase of a Unit that no such representation or warranty has been made by the undersigned and that they have not relied upon the undersigned in any way in making their decision to acquire a Unit.

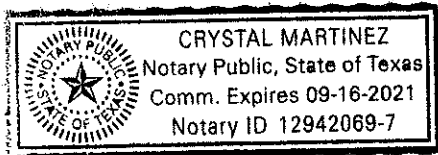
The Declarant specifically agrees and acknowledges that (i) the Lien Holder is not subject to assessments now, or in the future should the lien holder be required to foreclose on the lien against the Property and (ii) any and all assessments required under the Declaration are subordinate to the liens of Lien Holder and the lien of Lien Holder was perfected prior to any such assessments or lien for assessments.

Independent Bank

By: 
Name: Ronnie Shoemaker
Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Joinder By Mortgagee was acknowledged before me on June 15, 2020, by Ronnie Shoemaker, Vice president of Independent Bank, on behalf of said bank.




Notary Public, State of Texas

Exhibit "A"

**LEGAL DESCRIPTION OF THE REAL PROPERTY
INCLUDED IN THE CONDOMINIUM**

**Lot 2, Block A, GREENLAWN CENTER PARTNERSHIP SUBDIVISION,
according to the map or plat thereof, recorded in Cabinet G, Slide 148,
Plat Records, Williamson County, Texas.**

Exhibit "B"

CONDOMINIUM PLAT
(14 pages)

BLOCK "E"
GREENSLOPES AT LAKE CREEK
SECTION TWO
CAB. D, SLDS. 69-71
P.R.W.C.T.

LOT 8 LOT 7 LOT 6 LOT 5 LOT 4

(S75°28'00"E 354.97')
S77°33'58"E 271.91' 355.01' 10' P.U.E. (D/69-71)
15' P.U.E. (G/148-149) 69.69' (70.00')
50' B.L. (G/148-149) 13.41'

LOT 2, BLOCK "A"
GREENLAWN CENTER
PARTNERSHIP SUBDIVISION
CAB. "G", SLDS. 148-149
P.R.W.C.T.

LOT 1

LOT 2

BLOCK "A"
GREENLAWN
CENTER
BUSINESS PARK
CAB. "I",
SLDS. 47-48
P.R.T.C.T.

LOT 1, BLOCK "A"
BRYAN-SLOAN
SECTION ONE
CAB. "E", SLD. 201
P.R.W.C.T.

7.5' P.U.E. (E/201)

526.56'

(N00°05'20"W 526.56')

N02°12'27"W 526.60'

10' P.U.E. (G/148-149)

385.88'

S03°28'58"E 385.88'

(S01°20'41"E 385.73')

<S01°20'41"E 385.73'>

15' P.U.E.
(G/148-149 &
I/47-48)

258.35'>
<N79°32'12"E 258.35'>
N79°32'12"E

25' B.L. (G/148-149)

7.5' P.U.E. (G/148-149)

[S72°57'00"W 514.41']
S70°56'25"W 513.87'

GATTIS SCHOOL ROAD
(R.O.W. WIDTH VARIES)



TRINITY GATTIS
OFFICE
CONDOMINIUMS
City of Austin,
Travis County, Texas



PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	6/4/2020
Project:	00864
Scale:	1" = 80'
Reviewer:	PRB
Tech:	BAP
Field Crew:	TE/NH
Survey Date:	JUNE 2019
Sheet:	2 OF 14

LEGEND

	PROPERTY LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	1/2" IRON ROD FOUND (UNLESS NOTED)
	IRON ROD WITH "CHAPARRAL" CAP FOUND
	EDGE OF ASPHALT
	WOOD/CHAIN FENCE
	WOOD FENCE
	CHAINLIKE FENCE
	OVERHEAD UTILITY
DOC. NO.	DOCUMENT NUMBER
P.U.E.	PUBLIC UTILITY EASEMENT
VOL./PG.	VOLUME, PAGE
CAB./SLD.	CABINET, SLIDE
R.O.W.	RIGHT-OF-WAY
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER PLAT CAB. G, PGS. 148-149
<.....>	RECORD INFORMATION PER PLAT CAB. I, SLDS. 47-48
[.....]	RECORD INFORMATION PER PLAT CAB. E, PG. 201

G.C.E.: GENERAL COMMON ELEMENTS
L.C.E.: LIMITED COMMON ELEMENTS

ALL IMPROVEMENTS IN THE PROPERTY OUTSIDE THE UNITS AND LIMITED COMMON ELEMENT AREAS ARE GENERAL COMMON ELEMENTS

THIS CONDOMINIUM PLAT CONTAINS THE INFORMATION REQUIRED BY SECTION 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S77°34'01"E	16.98'
L2	S43°56'43"E	25.31'
L3	S02°12'41"E	15.00'
L4	S02°12'25"E	14.98'
L5	N02°13'05"W	15.00'
L6	N02°12'24"W	15.00'
L7	S89°38'16"E	36.95'
L8	N02°15'47"W	8.20'

BEARING BASIS:

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000115881247.

SURVEY CONTROL:

STATE PLANE GRID CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES AND NAVD 88 ELEVATIONS SHOWN HEREON WERE DERIVED FROM OPUS SOLUTIONS TAKEN ON MAY 15, 2019, 4WARD CONTROL POINT WAS CHECKED TO LCRA GPS STATION AZ71, HAVING A PUBLISHED GRID COORDINATE & NAVD 88, ELEVATION OF N 10,149,682.64, E 3,127,730.35, ELEV. 820.70'.

LEGEND

	G.C.E.
	L.C.E.
	UNIT

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

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. FOR REVIEW PURPOSES ONLY.

STEVEN M. DUARTE
 R.P.L.S. NO. 5940

**TRINITY GATTIS
 OFFICE
 CONDOMINIUMS
 City of Austin,
 Travis County, Texas**



PO Box 90876, Austin Texas 78709
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Sheet:	3 OF 14

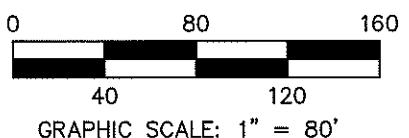
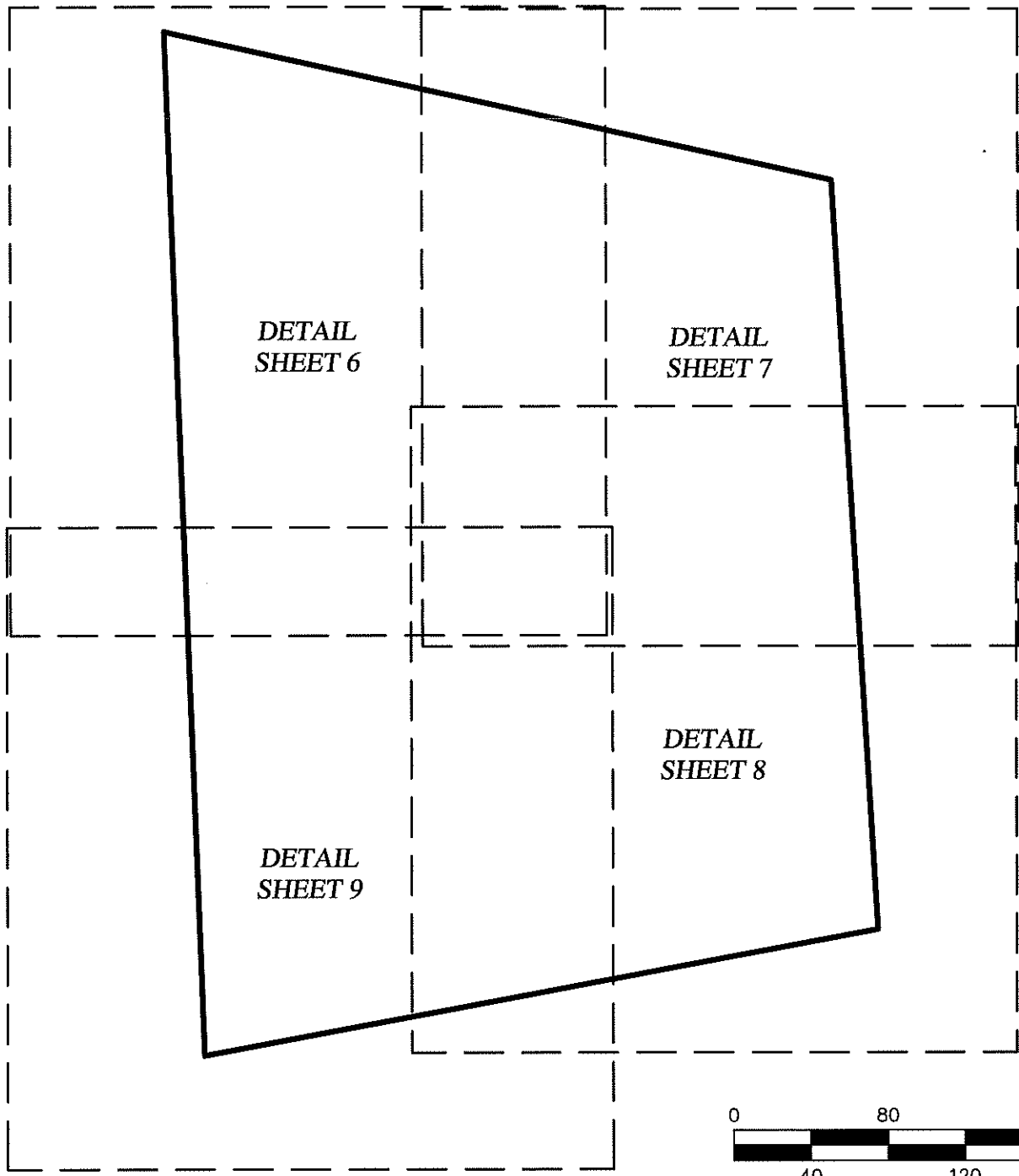
ENCUMBRANCES:

ENCUMBRANCES SHOWN HEREON ARE PER TITLE RESOURCES GUARANTY COMPANY COMMITMENT GF #1906257-COM EFFECTIVE DATE MAY 1, 2019 ISSUED MAY, 9 2019.

- 1) CABINET G, SLIDE 148, PLAT RECORDS AND VOLUME 986, PAGE 110, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, DISABILITY, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN.
- 10) THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
 - F. ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET G, SLIDE 148, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.
 - G. EASEMENT GRANTED TO THE TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 281, PAGE 500, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
 - H. EASEMENT GRANTED TO THE LONE STAR GAS COMPANY BY INSTRUMENT RECORDED IN VOLUME 294, PAGE 463, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.

**TRINITY GATTIS
OFFICE
CONDOMINIUMS
City of Austin,
Travis County, Texas**

 <p>4WARD <i>Land Surveying</i> A Limited Liability Company</p> <p>PO Box 90876, Austin Texas 78709 WWW.4WARDLS.COM (512) 537-2384 TBPLS FIRM #10174300</p>	Date: 6/4/2020
	Project: 00864
	Scale: N/A
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	Survey Date: JUNE 2019
Sheet: 4 OF 14	



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City of Austin,
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4WARD
Land Surveying
A Limited Liability Company

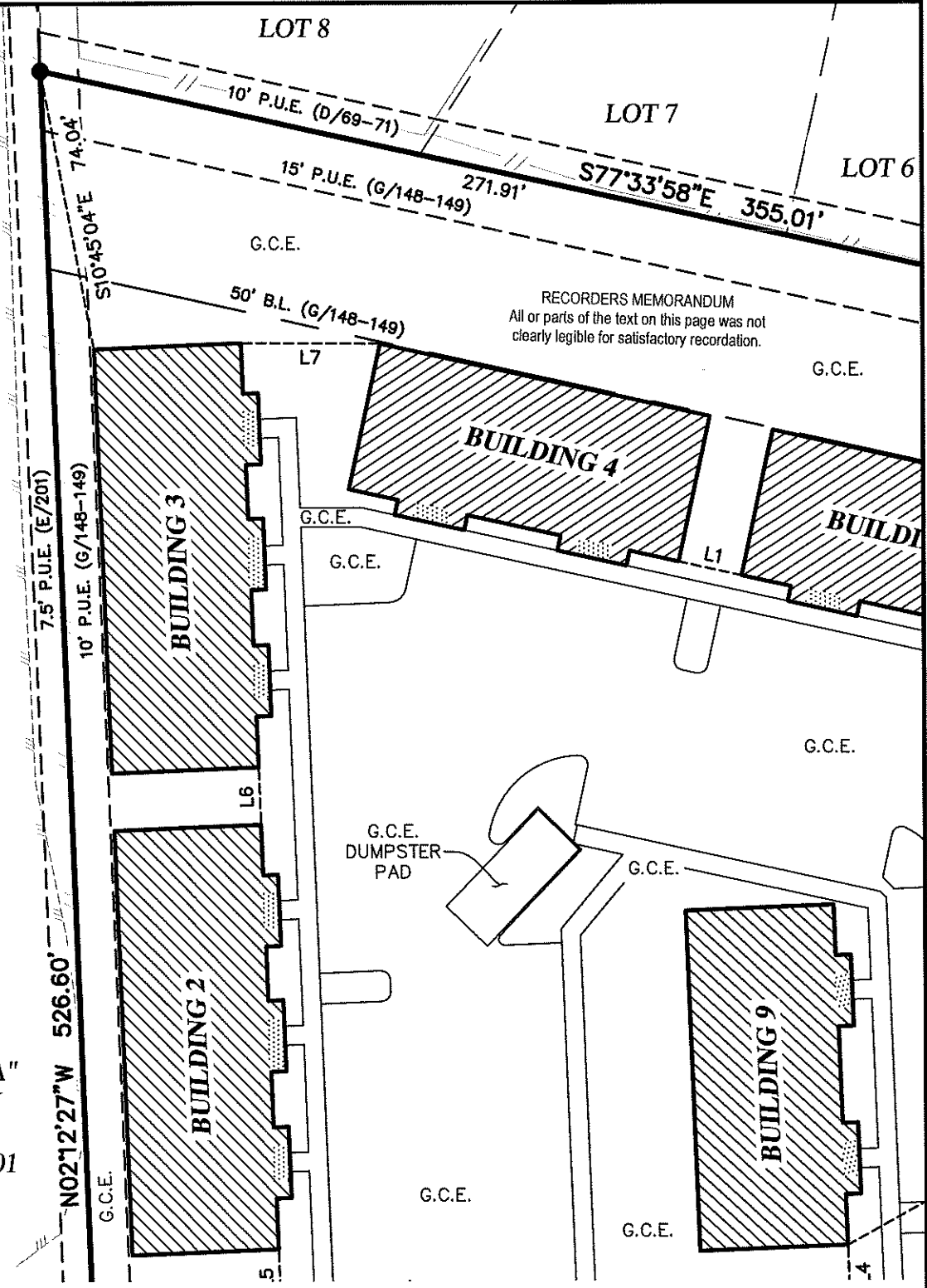
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GRAPHIC SCALE:
1" = 40'

LOT 1, BLOCK "A"
BRYAN-SLOAN
SECTION ONE
CAB. "E", SLD. 201
P.R.W.C.T.



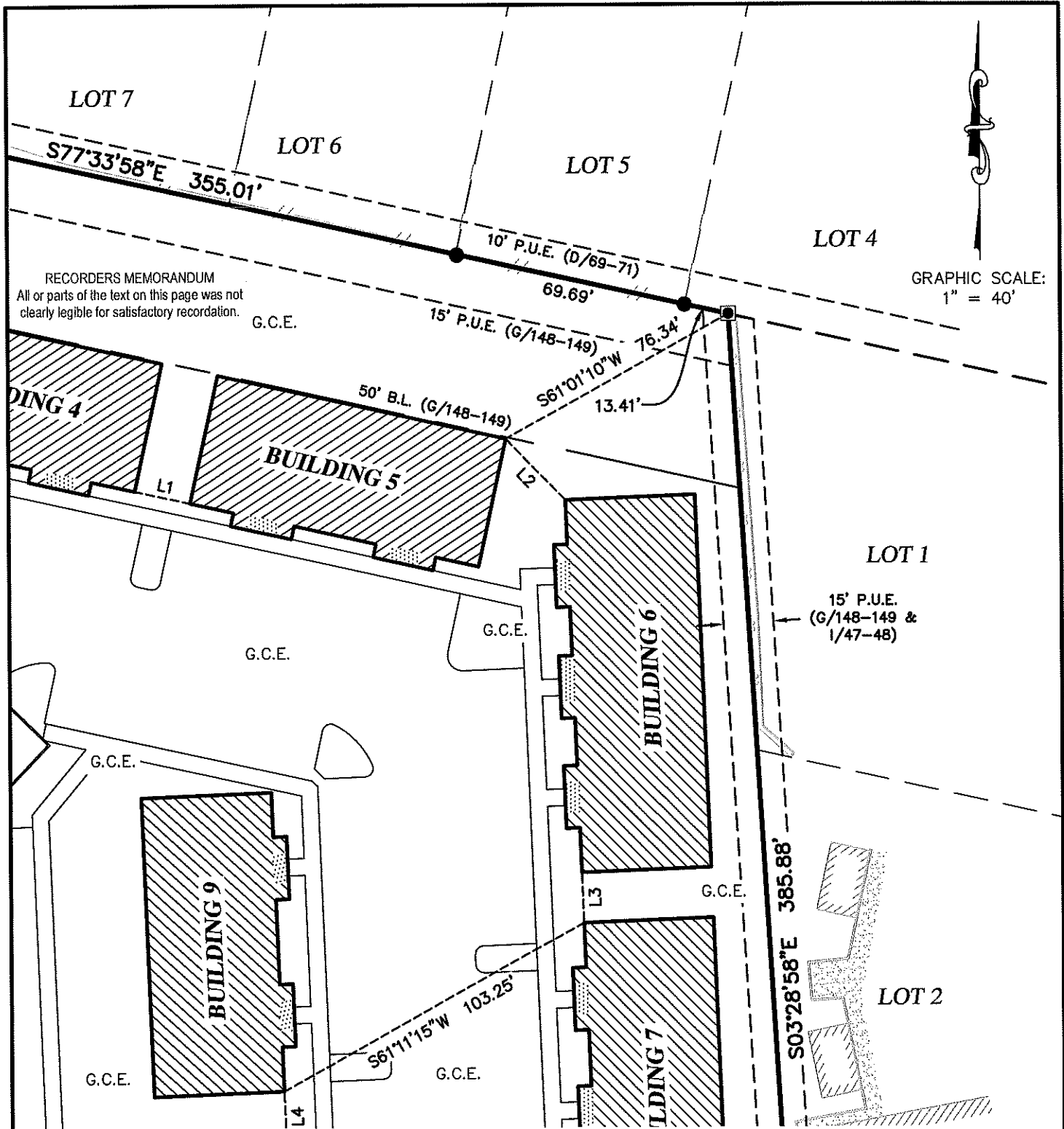
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A Limited Liability Company

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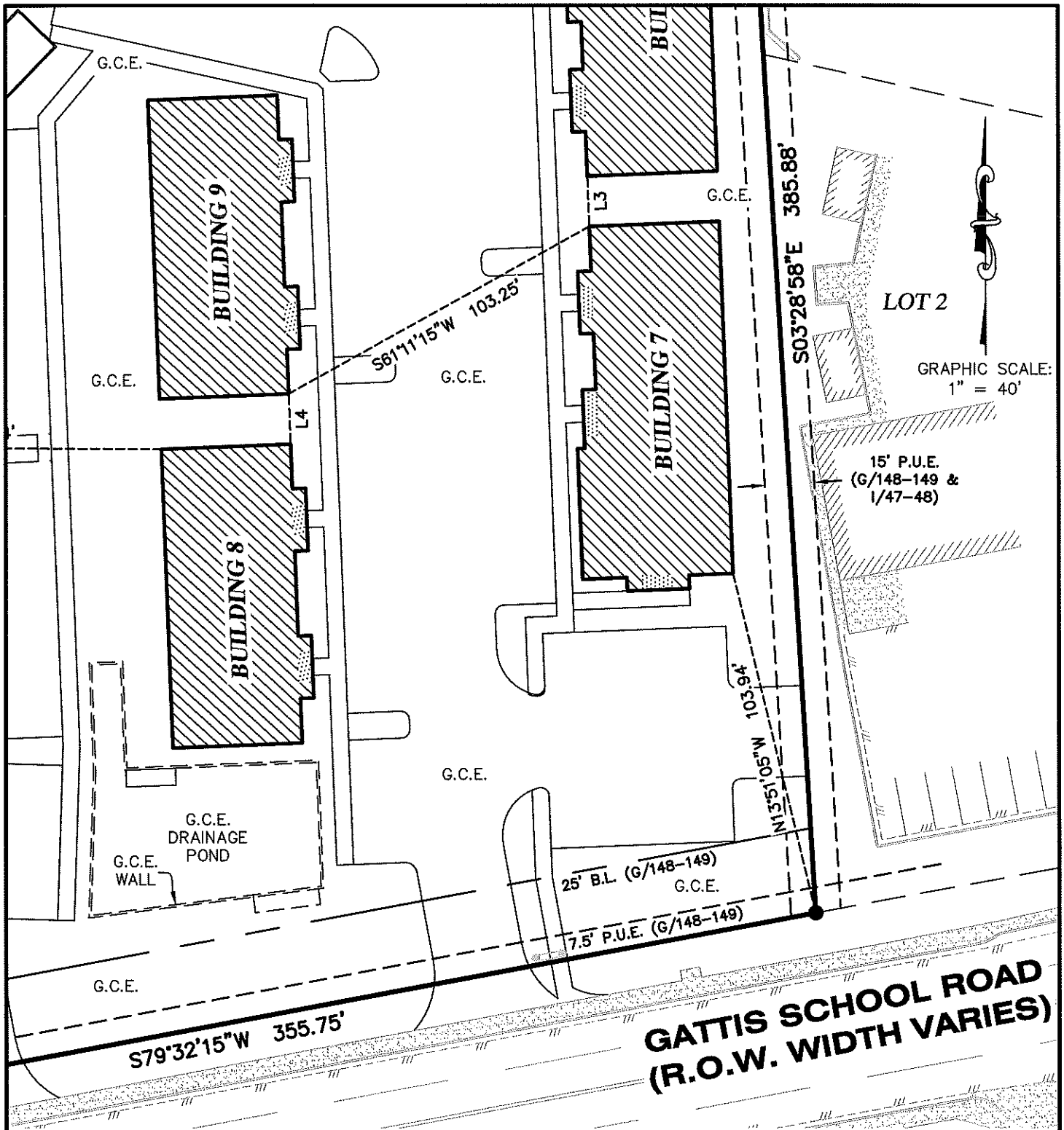


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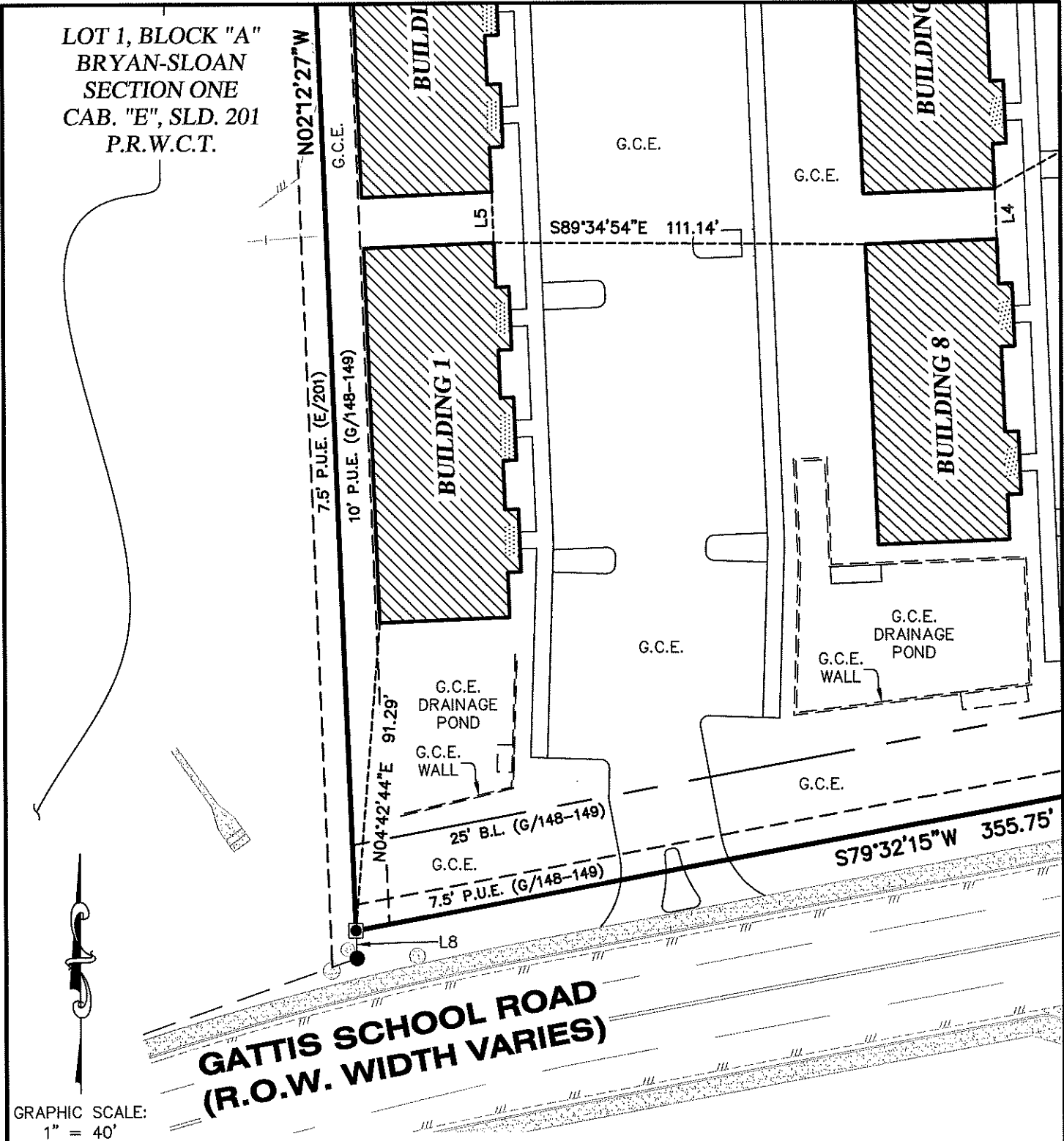
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LOT 1, BLOCK "A"
 BRYAN-SLOAN
 SECTION ONE
 CAB. "E", SLD. 201
 P.R.W.C.T.



GRAPHIC SCALE:
 1" = 40'

GATTIS SCHOOL ROAD
 (R.O.W. WIDTH VARIES)

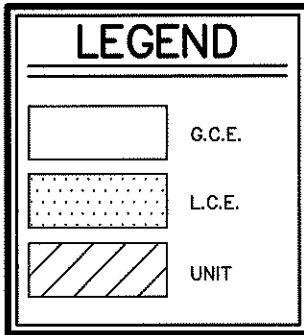
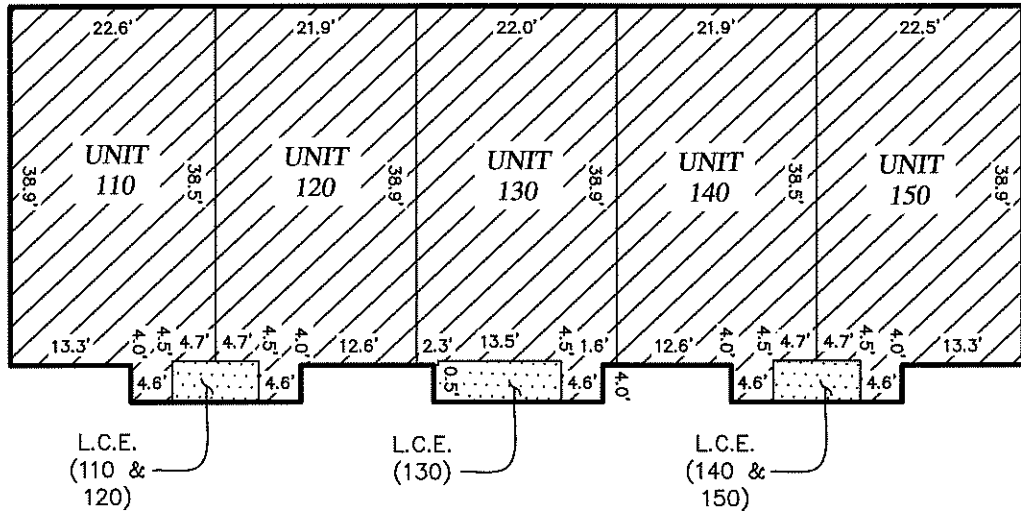
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Sheet:	9 OF 14

BUILDING 1

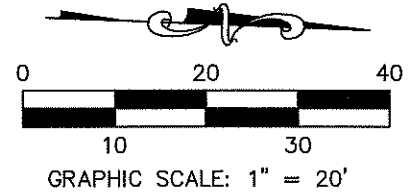


ALL BUILDING 1 UNIT ELEVATIONS:

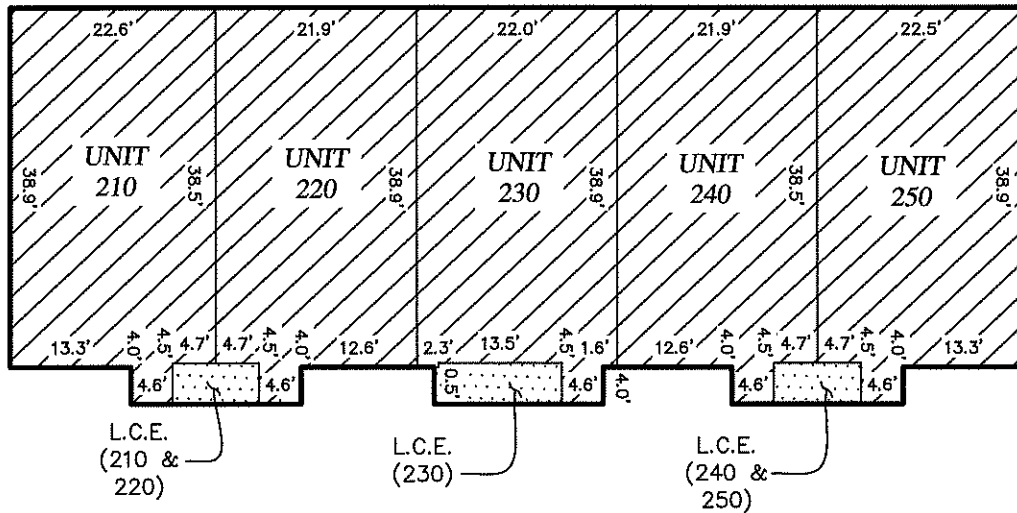
FINISHED FLOOR ELEVATION = 755.32'
TOP OF UNIT ELEVATION = 765.40'

ALL BUILDING 2 UNIT ELEVATIONS:

FINISHED FLOOR ELEVATION = 757.00'
TOP OF UNIT ELEVATION = 767.08'



BUILDING 2



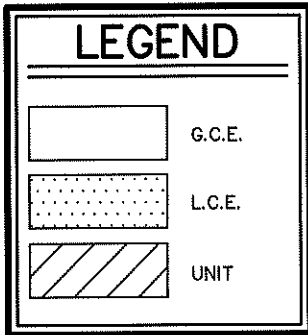
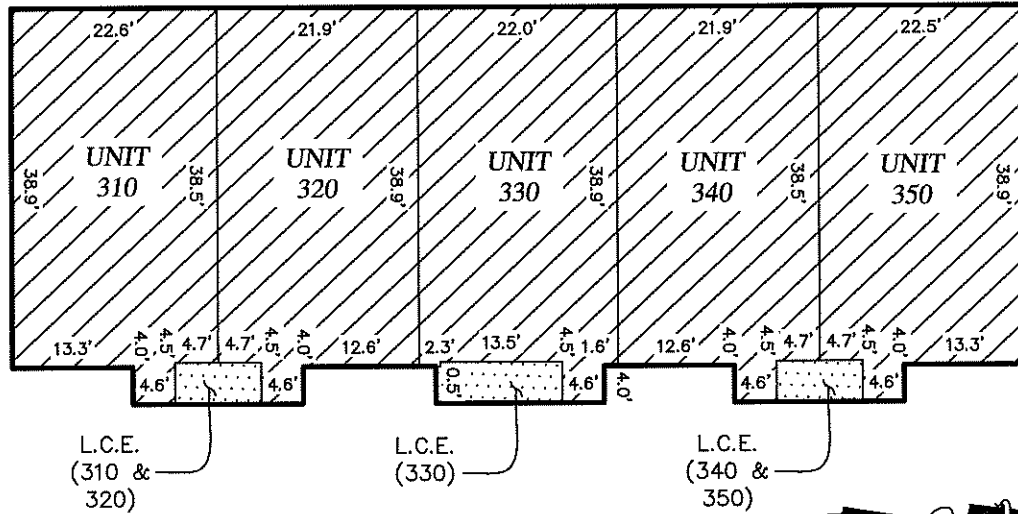
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CONDOMINIUMS
City of Austin,
Travis County, Texas**



PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	6/4/2020
Project:	00864
Scale:	1" = 20'
Reviewer:	PRB
Tech:	BAP
Field Crew:	TE/NH
Survey Date:	JUNE 2019
Sheet:	10 OF 14

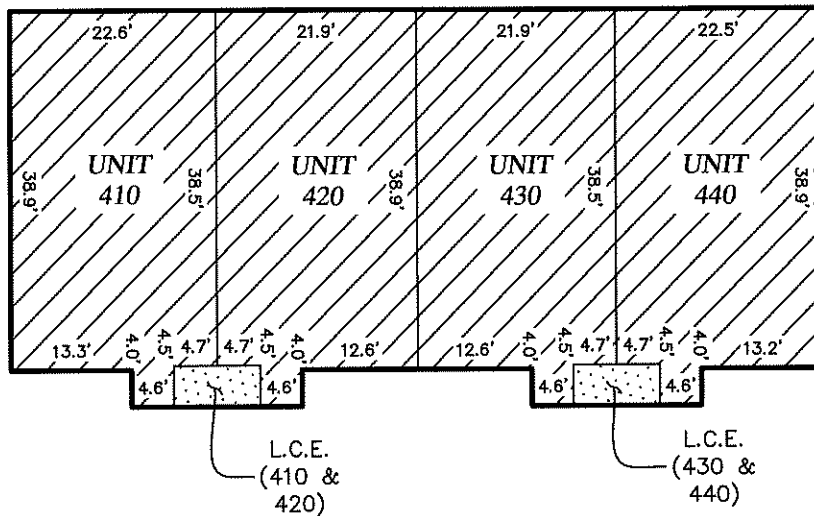
BUILDING 3



ALL BUILDING 3 UNIT ELEVATIONS:
 FINISHED FLOOR ELEVATION = 758.02'
 TOP OF UNIT ELEVATION = 768.10'

ALL BUILDING 4 UNIT ELEVATIONS:
 FINISHED FLOOR ELEVATION = 756.68'
 TOP OF UNIT ELEVATION = 766.76'

BUILDING 4



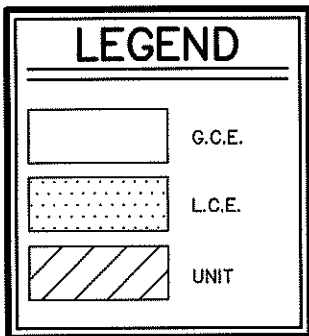
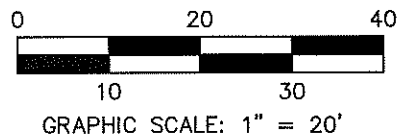
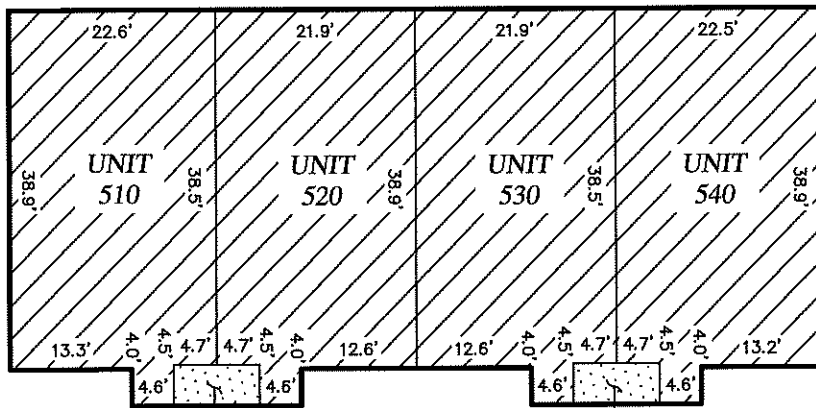
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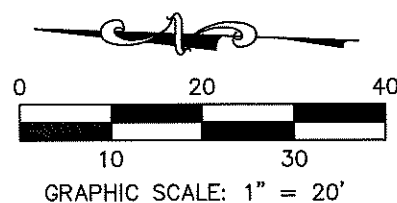
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Project:	00864
Scale:	1" = 20'
Reviewer:	PRB
Tech:	BAP
Field Crew:	TE/NH
Survey Date:	JUNE 2019
Sheet:	11 OF 14

BUILDING 5

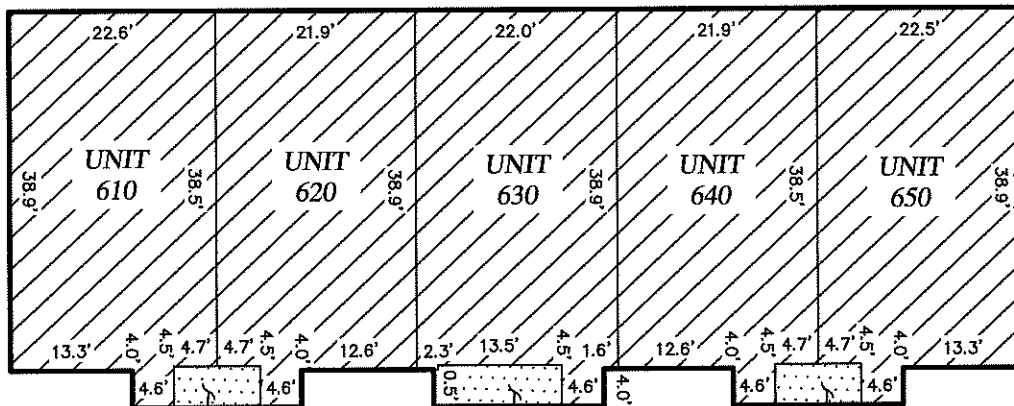


ALL BUILDING 5 UNIT ELEVATIONS:
 FINISHED FLOOR ELEVATION = 755.75'
 TOP OF UNIT ELEVATION = 765.83'

ALL BUILDING 6 UNIT ELEVATIONS:
 FINISHED FLOOR ELEVATION = 753.90'
 TOP OF UNIT ELEVATION = 763.98'



BUILDING 6



L.C.E.
(610 &
620)

L.C.E.
(630)

L.C.E.
(640 &
650)

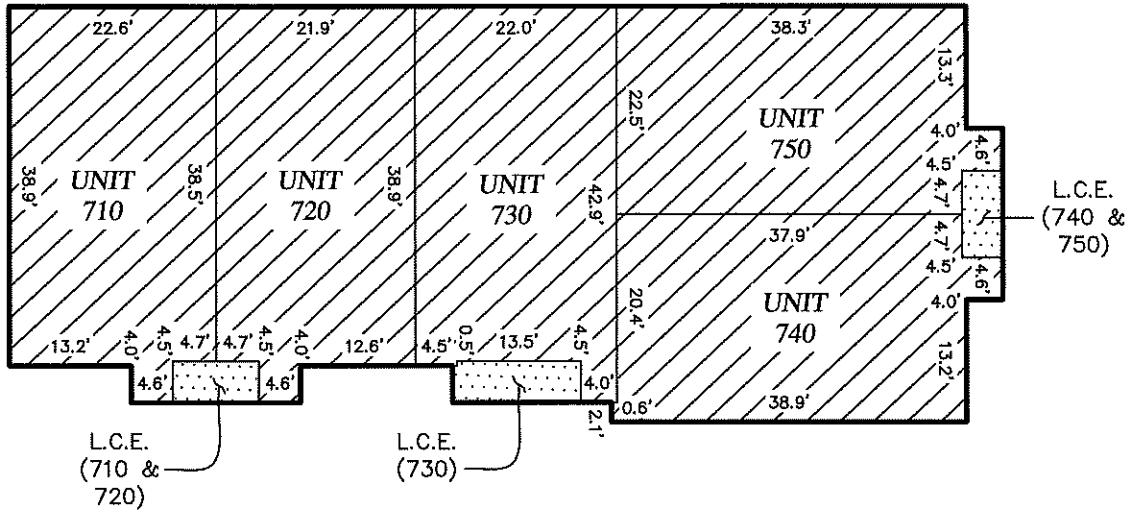
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 Travis County, Texas**

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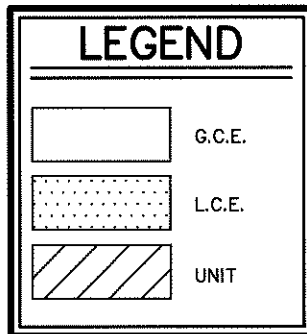
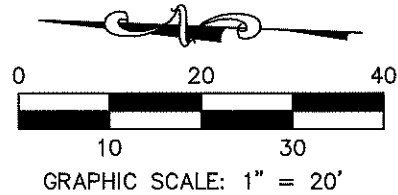
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Date:	6/4/2020
Project:	00864
Scale:	1" = 20'
Reviewer:	PRB
Tech:	BAP
Field Crew:	TE/NH
Survey Date:	JUNE 2019
Sheet:	12 OF 14

BUILDING 7



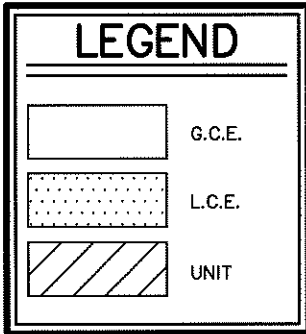
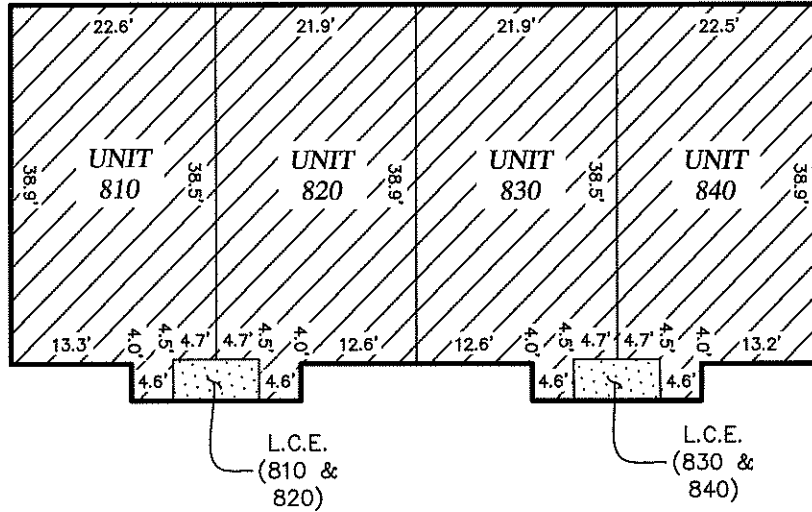
ALL BUILDING 7 UNIT ELEVATIONS:
 FINISHED FLOOR ELEVATION = 751.50'
 TOP OF UNIT ELEVATION = 761.58'



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 Travis County, Texas**

<p>4WARD <i>Land Surveying</i> A Limited Liability Company</p> <p>PO Box 90876, Austin Texas 78709 WWW.4WARDLS.COM (512) 537-2384 TBPLS FIRM #10174300</p>	Date: 6/4/2020
	Project: 00864
	Scale: 1" = 20'
	Reviewer: PRB
	Tech: BAP
	Field Crew: TE/NH
	Survey Date: JUNE 2019
Sheet: 13 OF 14	

BUILDING 8

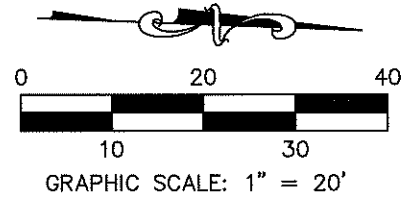


ALL BUILDING 8 UNIT ELEVATIONS:

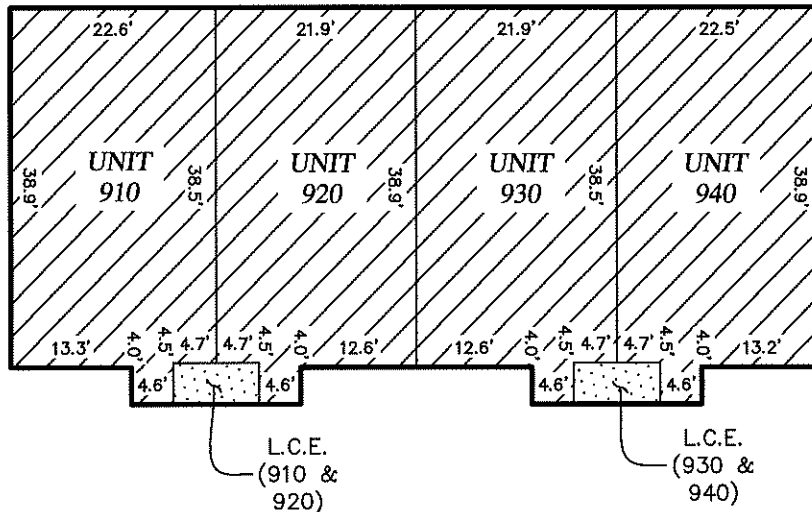
FINISHED FLOOR ELEVATION = 750.34'
TOP OF UNIT ELEVATION = 760.42'

ALL BUILDING 9 UNIT ELEVATIONS:

FINISHED FLOOR ELEVATION = 752.91'
TOP OF UNIT ELEVATION = 762.99'



BUILDING 9



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Project:	00864
Scale:	1" = 20'
Reviewer:	PRB
Tech:	BAP
Field Crew:	TE/NH
Survey Date:	JUNE 2019
Sheet:	14 OF 14

Exhibit "C"

CONDOMINIUM PLANS
(Pages A0 – A18))

SHEET INDEX

A0 SHEET INDEX AND NOTES
A1 BLDG 1 PLAN & ELEVATIONS
A2 BLDG 1 ELEVATIONS
A3 BLDG 2 PLAN & ELEVATIONS
A4 BLDG 2 ELEVATIONS
A5 BLDG 3 PLAN & ELEVATIONS
A6 BLDG 3 ELEVATIONS
A7 BLDG 4 PLAN & ELEVATIONS
A8 BLDG 4 ELEVATIONS
A9 BLDG 5 PLAN & ELEVATIONS
A10 BLDG 5 ELEVATIONS
A11 BLDG 6 PLAN & ELEVATIONS
A12 BLDG 6 ELEVATIONS
A13 BLDG 7 PLAN & ELEVATIONS
A14 BLDG 7 ELEVATIONS
A15 BLDG 8 PLAN & ELEVATIONS
A16 BLDG 8 ELEVATIONS
A17 BLDG 9 PLAN & ELEVATIONS
A18 BLDG 9 ELEVATIONS

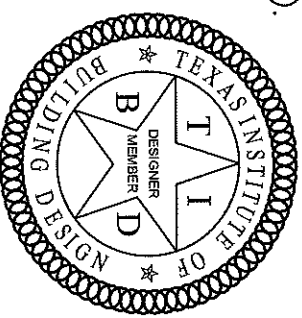
GENERAL NOTES

1. THESE PLANS ARE INTENDED TO SERVE AS A PLAN OF 1000 GATTIS OFFICE PARK TO BE LOCATED AT 1000 GATTIS SCHOOL RD, ROUND ROCK, TEXAS.
2. ALL DIMENSIONS SHOWN ON THESE PLANS REPRESENT THE TO-BE-BUILT DISTANCE BETWEEN THE INTERIOR FACE SURFACE OF THE SHEET ROCK MATERIAL AT EACH UNIT'S OUTSIDE WALL CONDITIONS. FOR THE PURPOSE OF THIS DESCRIPTION OF INTERIOR SPACE, THE OFF-SET DISTANCES AT DOORS AND WINDOWS WERE NOT CONSIDERED.
3. INTERIOR WALLS AND PARTITIONS WITHIN EACH UNIT HAVE NOT BEEN SHOWN ON THE PLANS.
4. COVERED PORCHES ARE LIMITED COMMON ELEMENTS ("LCE") SHARED BETWEEN TWO ADJACENT UNITS.
5. THE CONFIGURATION OF THESE DRAWINGS IS BASED UPON THE CONSTRUCTION DOCUMENTS PREPARED BY JON CAREY DESIGN, LLC AND ARE NOT BASED UPON ACTUAL ON-SITE OBSERVATIONS AND MEASUREMENTS.
6. PARTY WALLS ARE CONSIDERED COMMON ELEMENTS. THE DEPTH OF PARTY WALLS AND EXTERIOR PERIMETER WALLS HAVE NOT BEEN NOTED.

CERTIFICATION OF PLANS


THIS CONDOMINIUM PLAN CONTAINS THE INFORMATION REQUIRED BY THE TEXAS UNIFORM CONDOMINIUM ACT, SECTION 82.059, SUBSECTION (D).


JON CAREY



JON ERIC CAREY#543

JON CAREY DESIGN
Certified Professional Building Designer
Designing Texas Since 1986
2000 Dwyer Dr., Suite 100
Georgetown, TX 78626
(512) 941-4320
www.joncareydesign.com

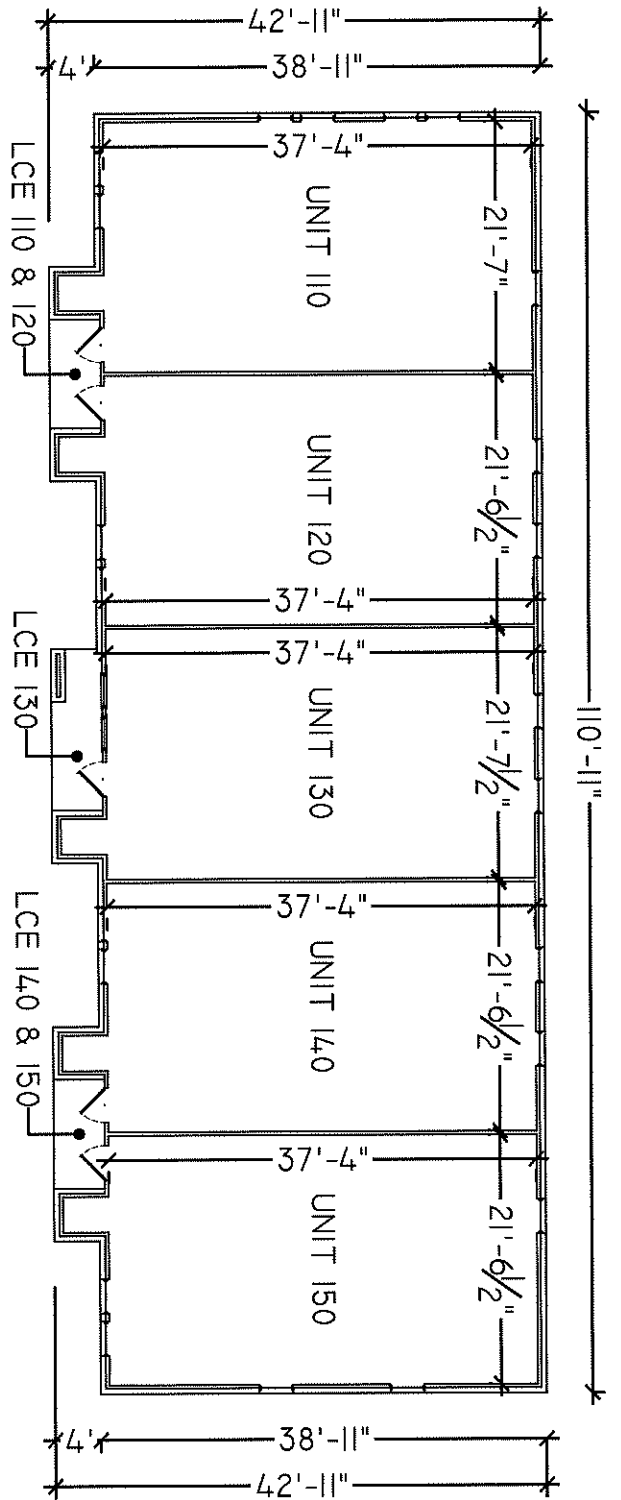


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1000 GATTIS SCHOOL RD
ROUND ROCK, TEXAS

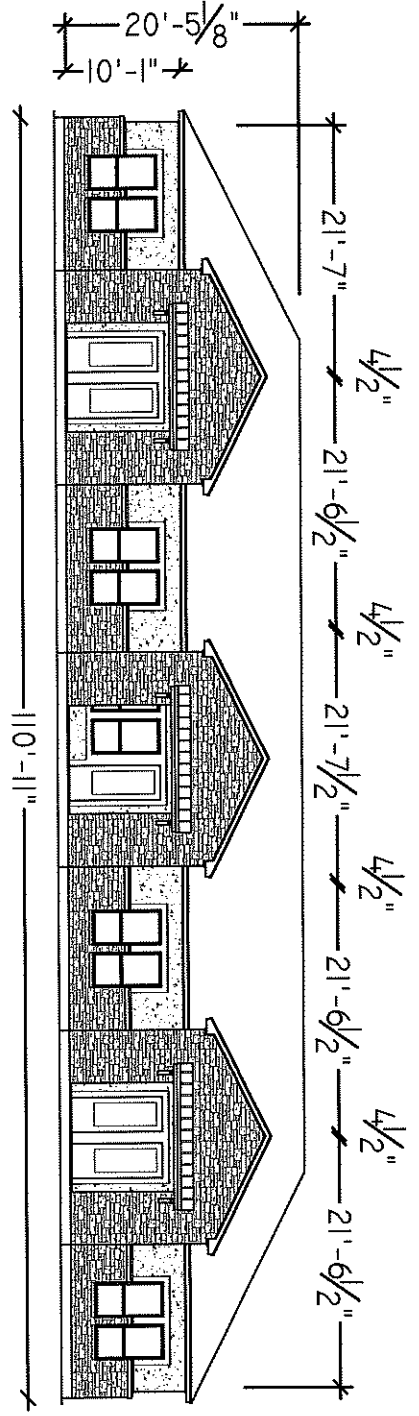
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CONDOMINIUM
PLAN

A0



BUILDING 1 FLOOR PLAN
NOT TO SCALE



BUILDING 1 FRONT ELEVATION
NOT TO SCALE

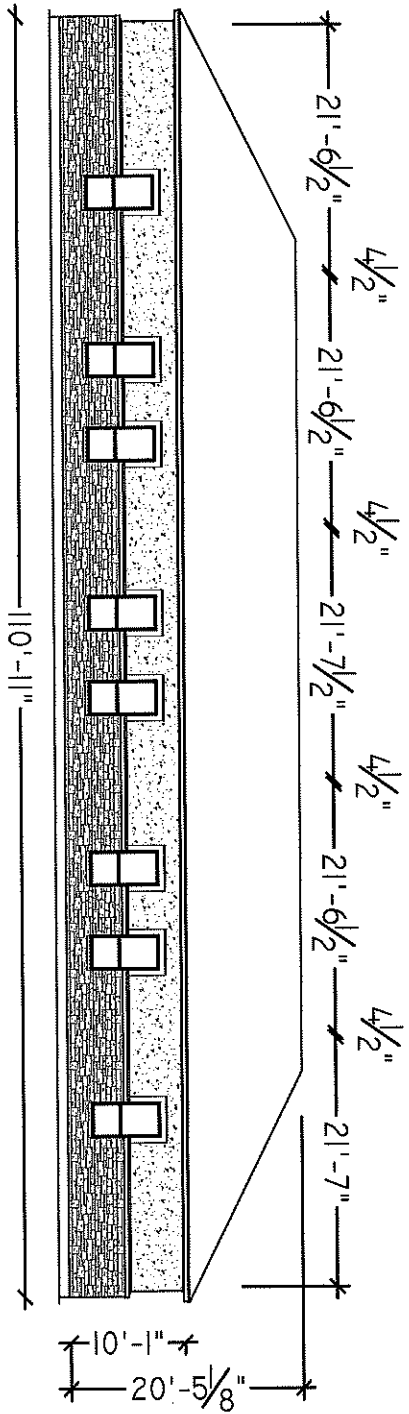
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 Georgetown, TX 78626
 (512) 868-4000
 info@jcdesign.com

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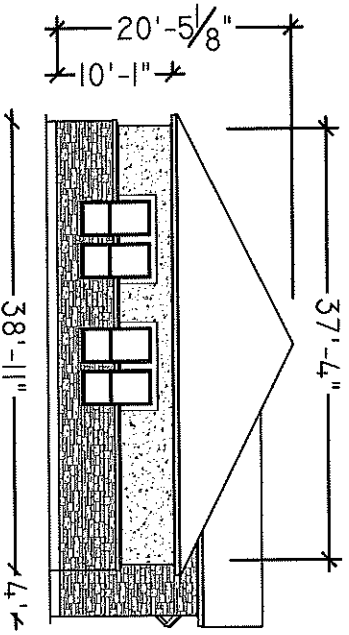
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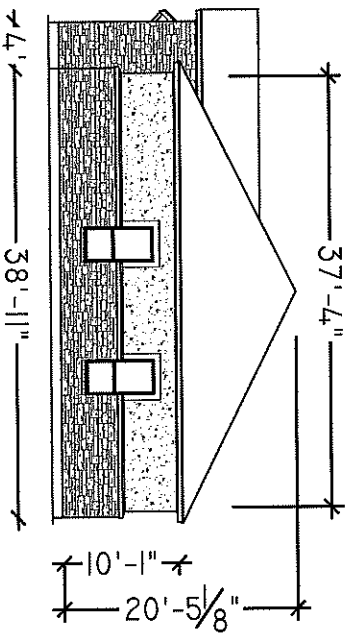
A1



BUILDING I REAR ELEVATION
NOT TO SCALE



BUILDING I LEFT ELEVATION
NOT TO SCALE



BUILDING I RIGHT ELEVATION
NOT TO SCALE

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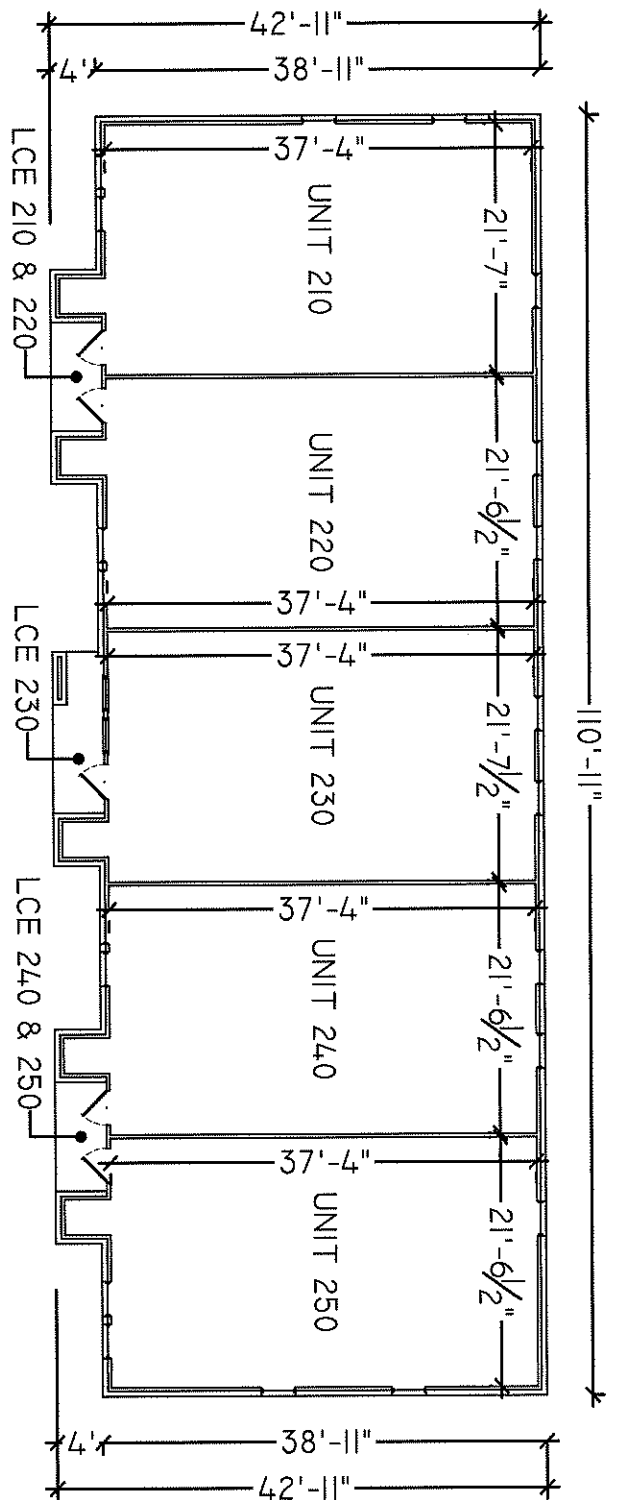
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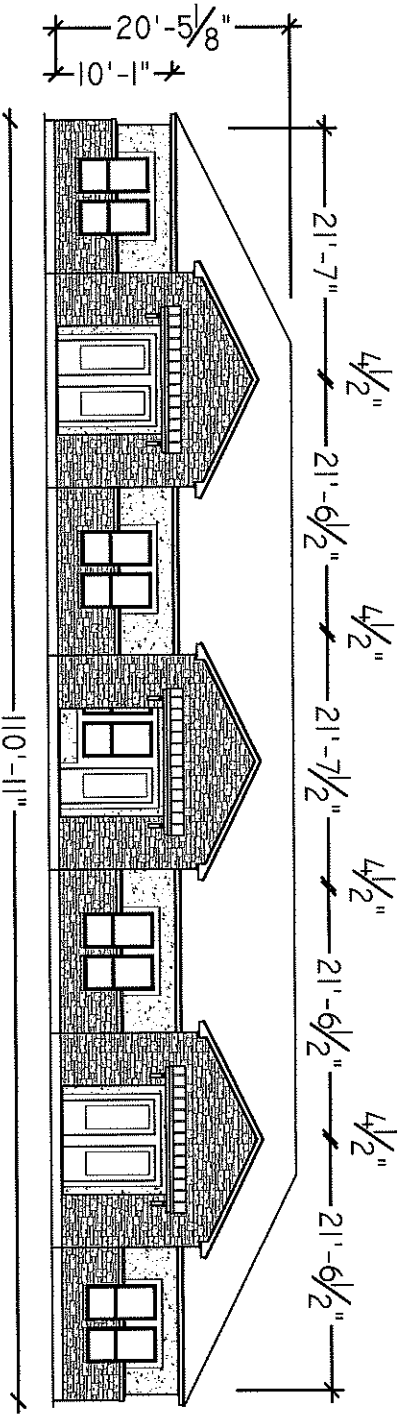
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CONDOMINIUM
PLAN

A2



BUILDING 2 FLOOR PLAN
NOT TO SCALE



BUILDING 2 FRONT ELEVATION
NOT TO SCALE

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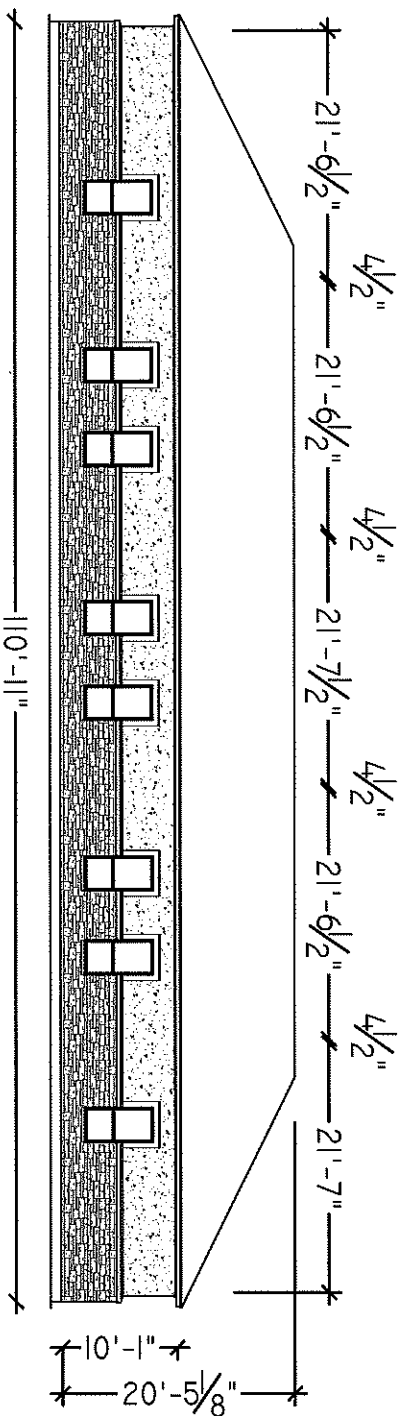
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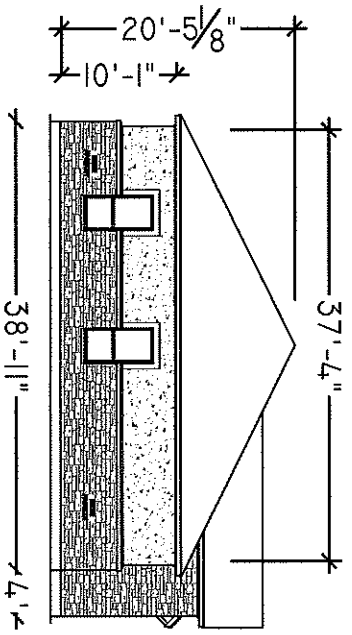
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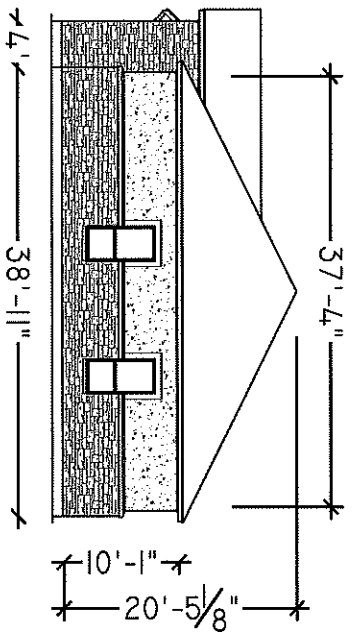
A3



BUILDING 2 REAR ELEVATION
NOT TO SCALE



BUILDING 2 LEFT ELEVATION
NOT TO SCALE



BUILDING 2 RIGHT ELEVATION
NOT TO SCALE

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Design Team Steve HHS

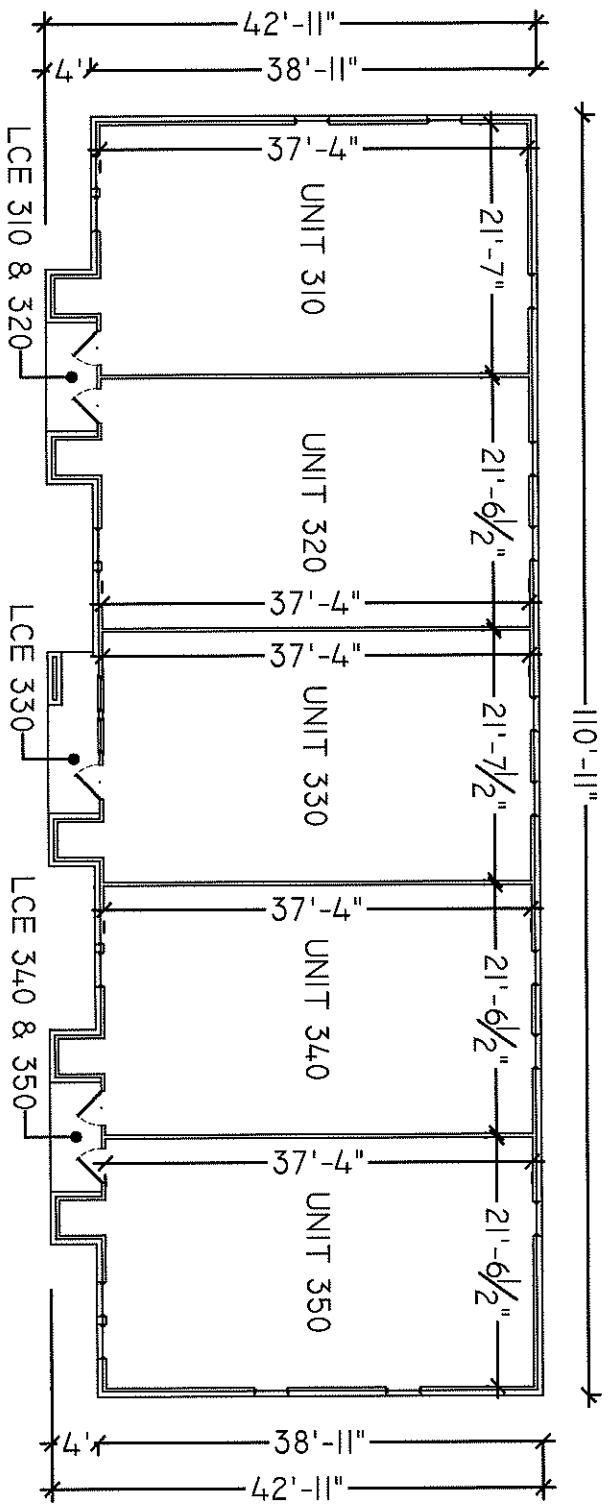
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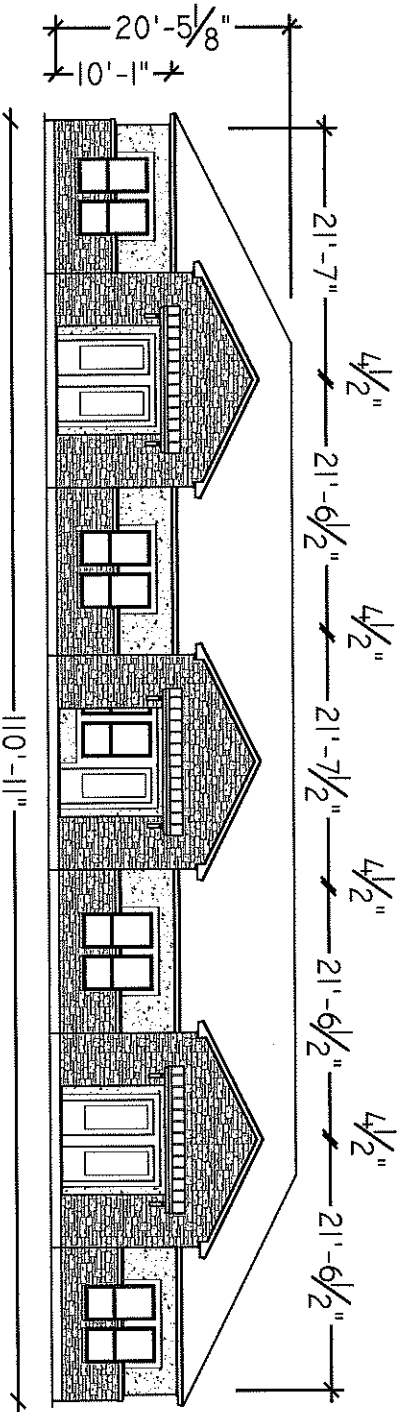
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4.14.2020

CONDOMINIUM
PLAN

A4



BUILDING 3 FLOOR PLAN
NOT TO SCALE



BUILDING 3 FRONT ELEVATION
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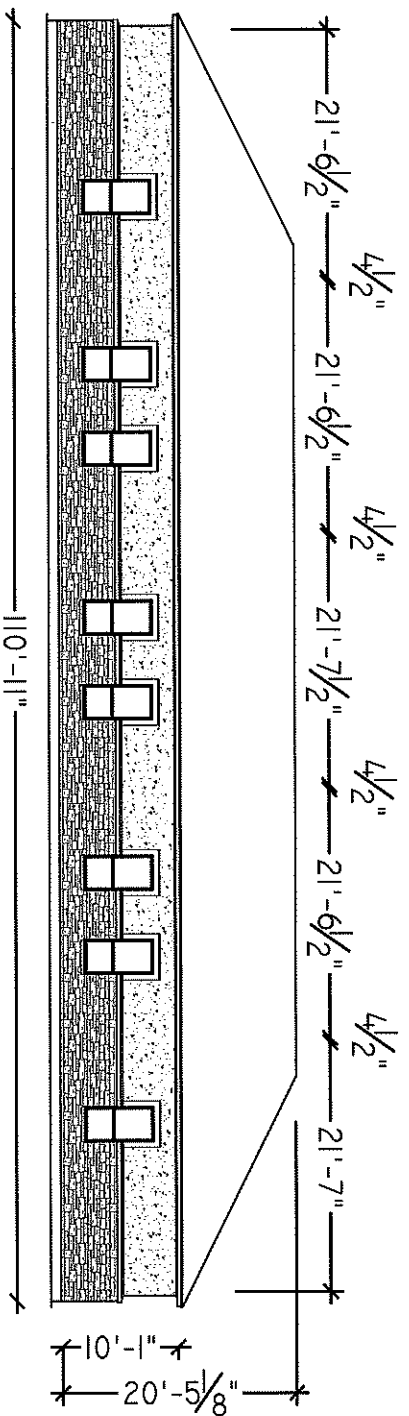
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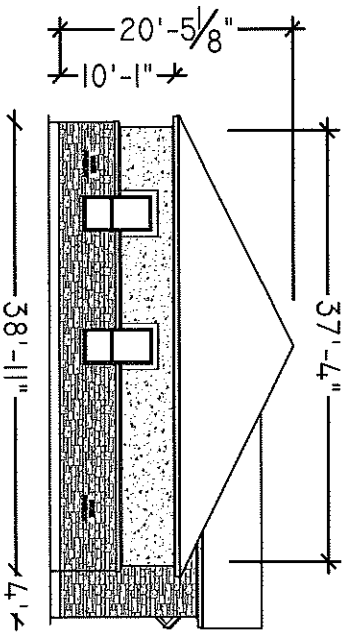
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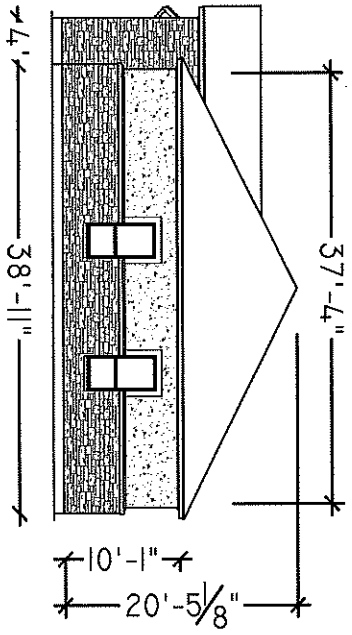
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BUILDING 3 REAR ELEVATION
NOT TO SCALE



BUILDING 3 LEFT ELEVATION
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BUILDING 3 RIGHT ELEVATION
NOT TO SCALE

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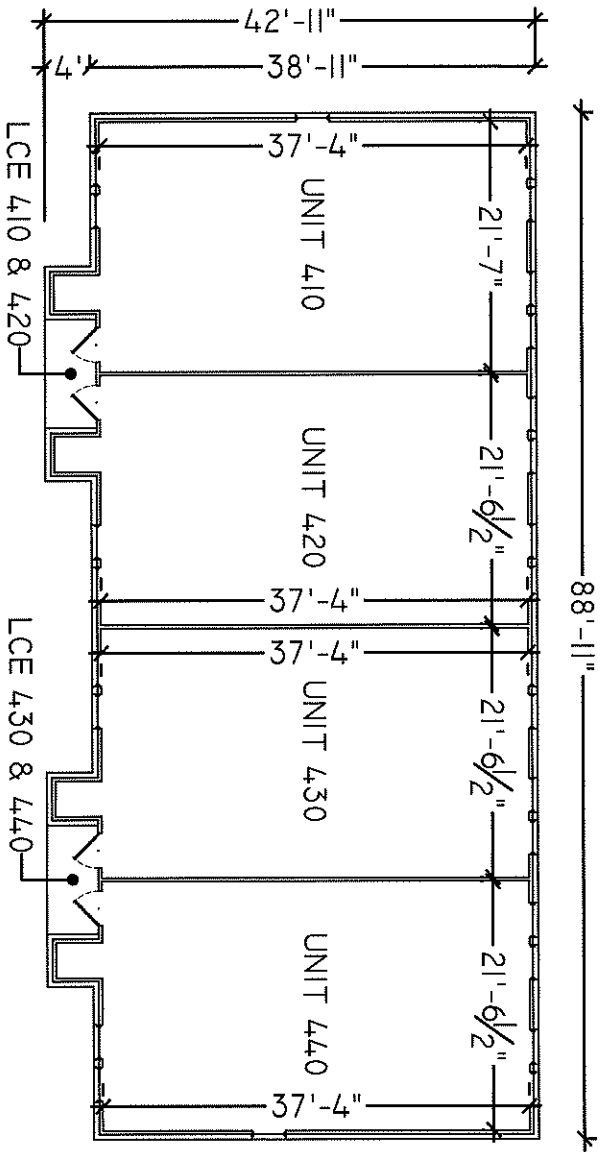
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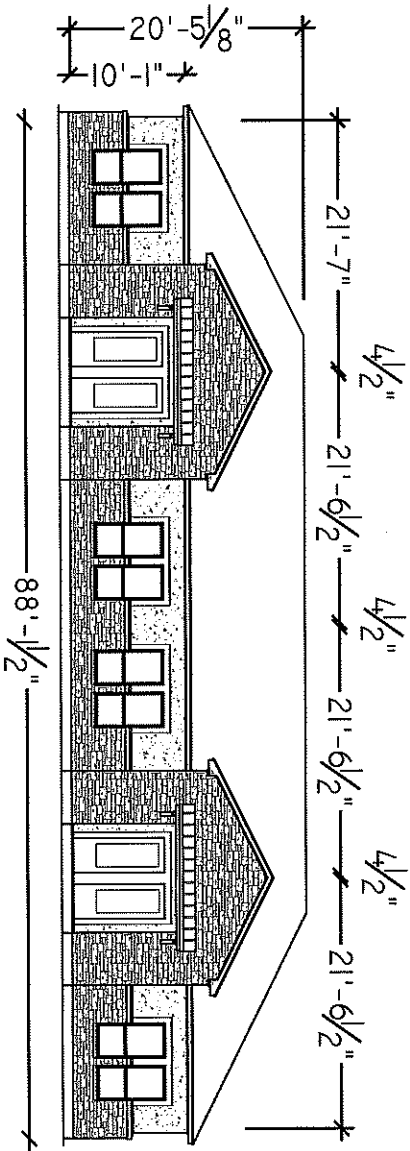
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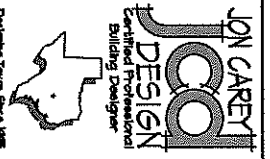
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BUILDING 4 FRONT ELEVATION
NOT TO SCALE



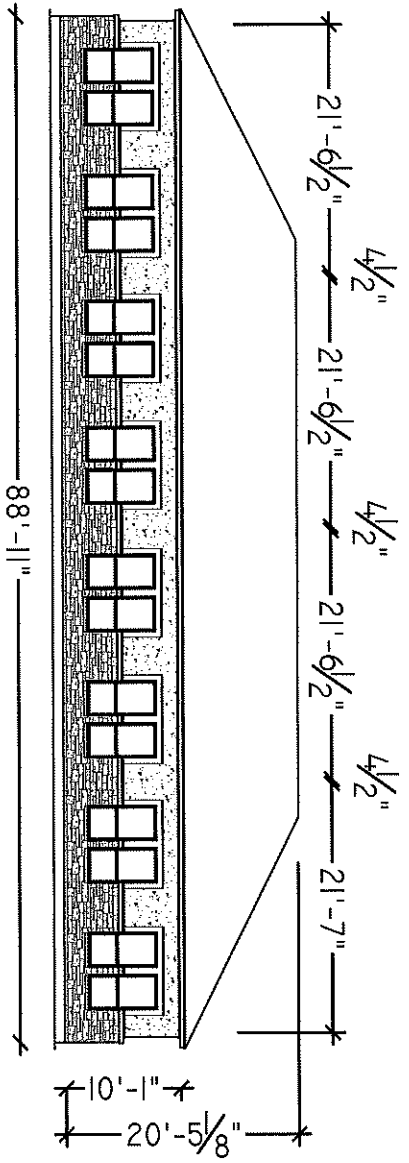
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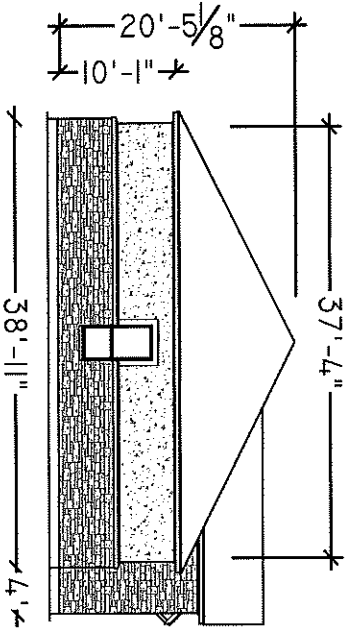
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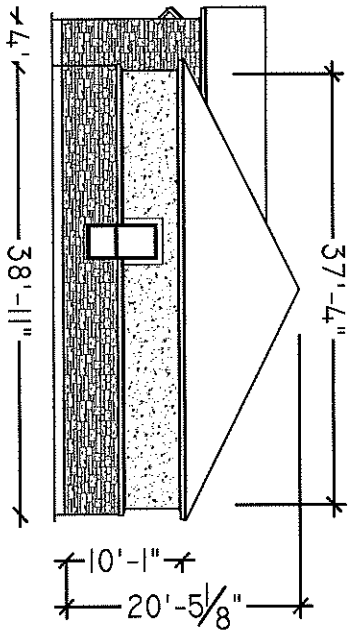
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BUILDING 4 RIGHT ELEVATION
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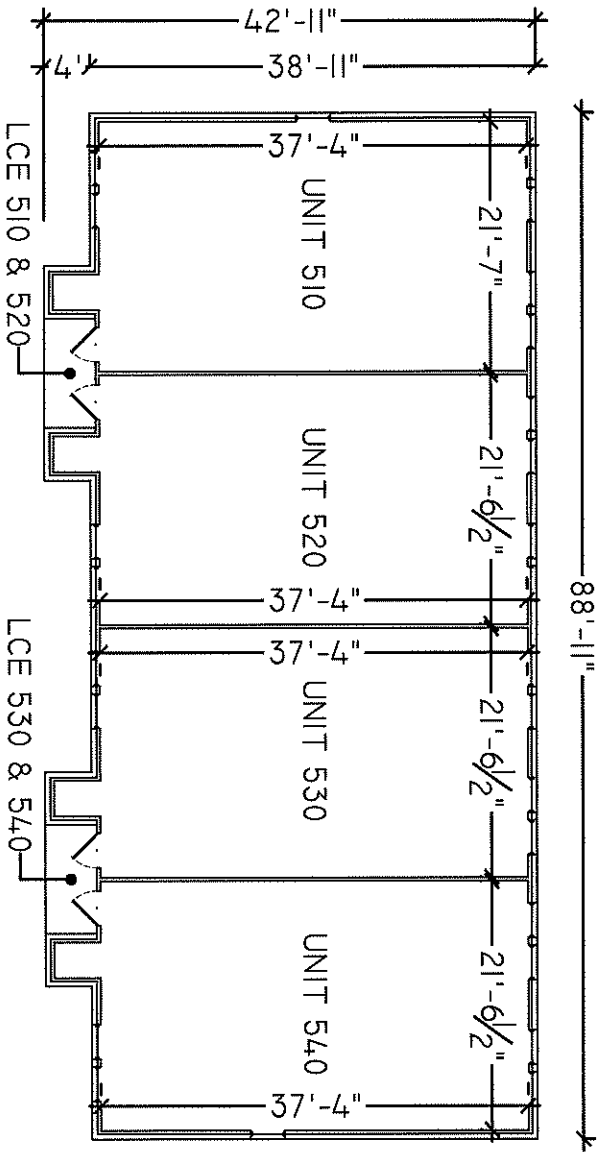
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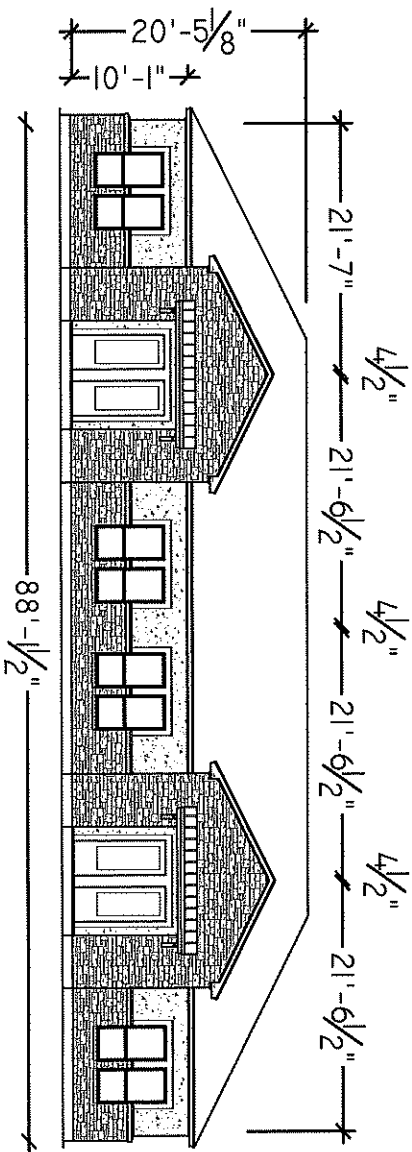
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CONDOMINIUM
 PLAN


A8



BUILDING 5 FLOOR PLAN
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BUILDING 5 FRONT ELEVATION
NOT TO SCALE

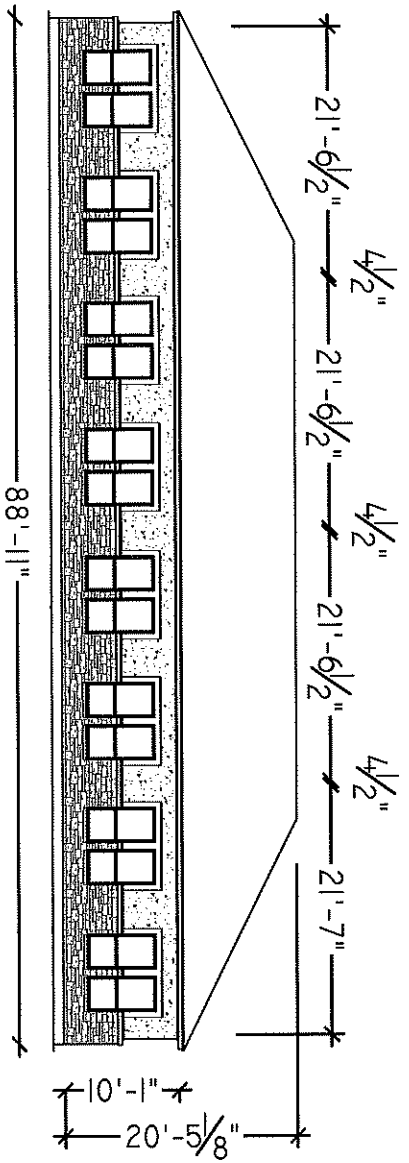
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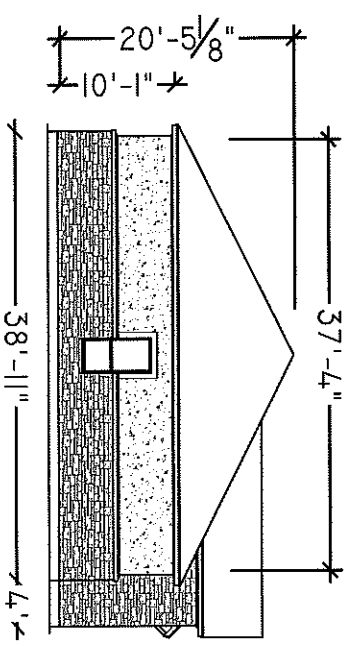
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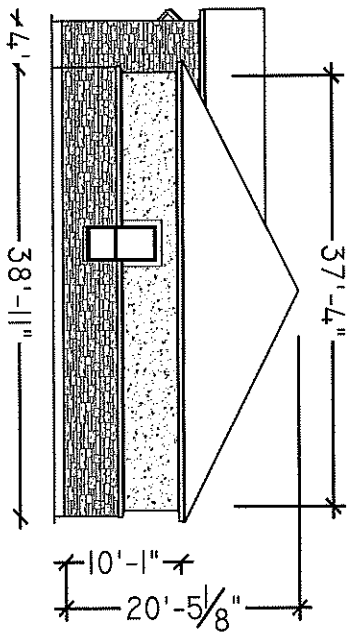
A9



BUILDING 5 REAR ELEVATION
NOT TO SCALE



BUILDING 5 LEFT ELEVATION
NOT TO SCALE



BUILDING 5 RIGHT ELEVATION
NOT TO SCALE

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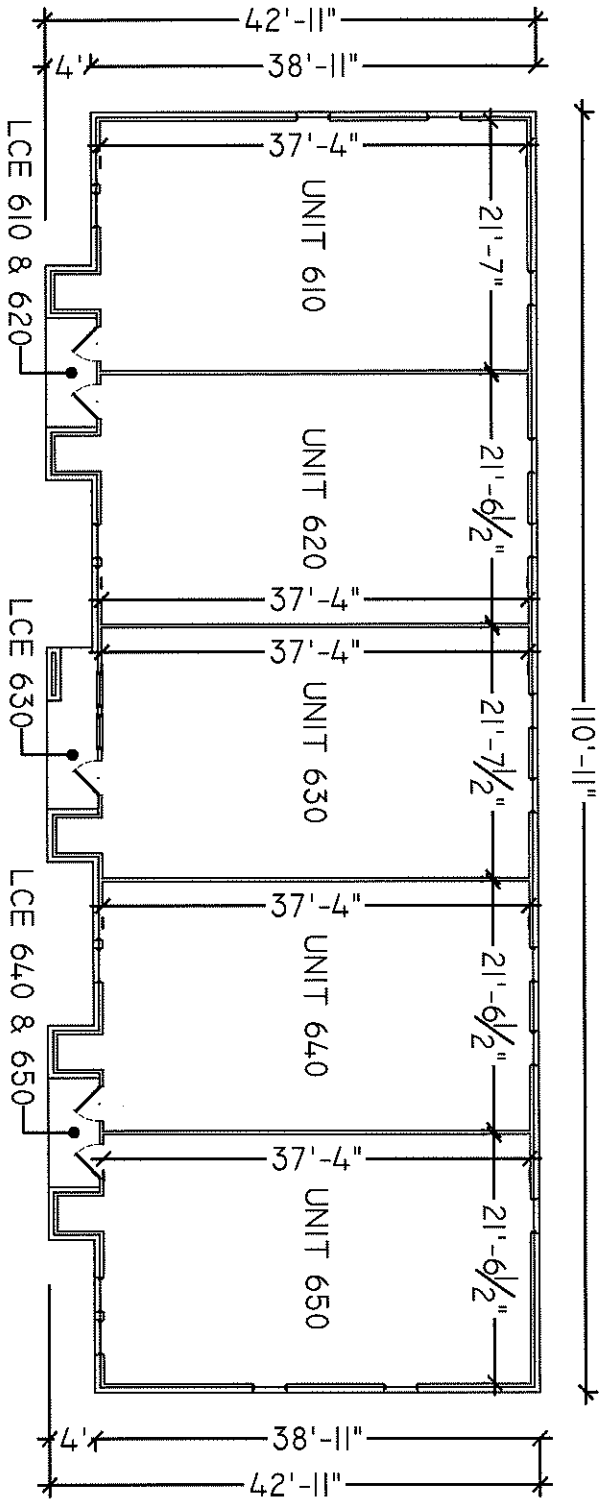
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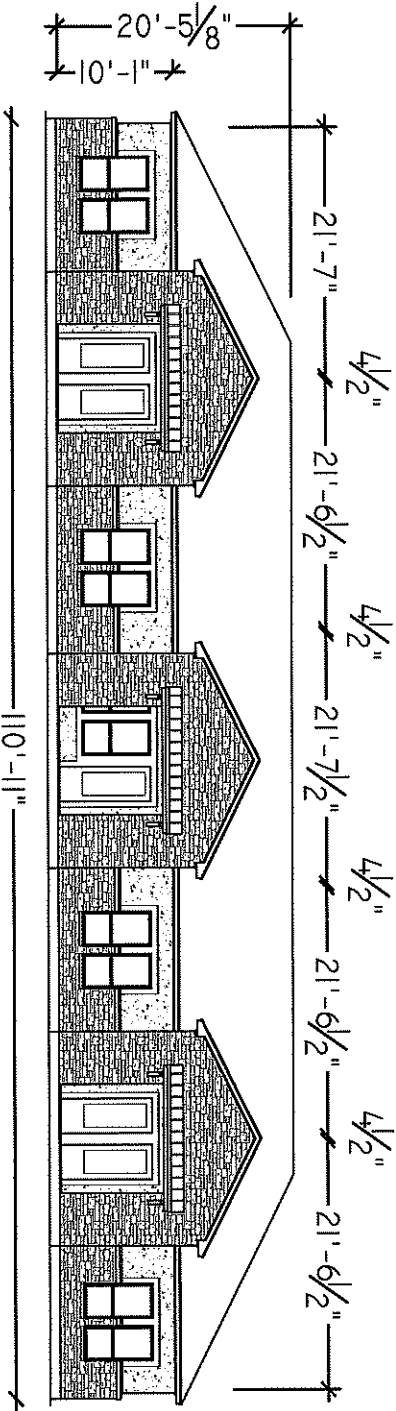
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A10



BUILDING 6 FLOOR PLAN
NOT TO SCALE



BUILDING 6 FRONT ELEVATION
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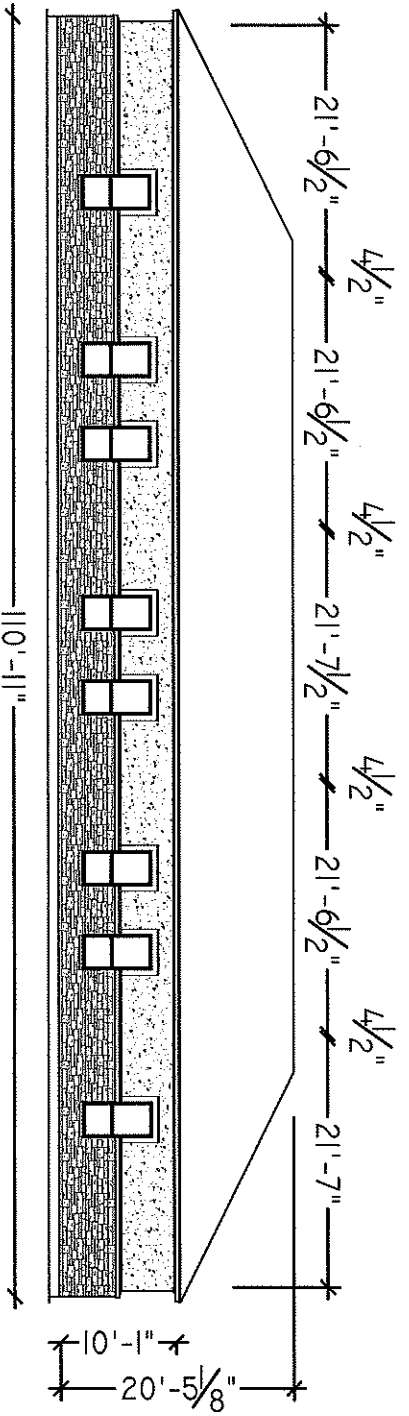
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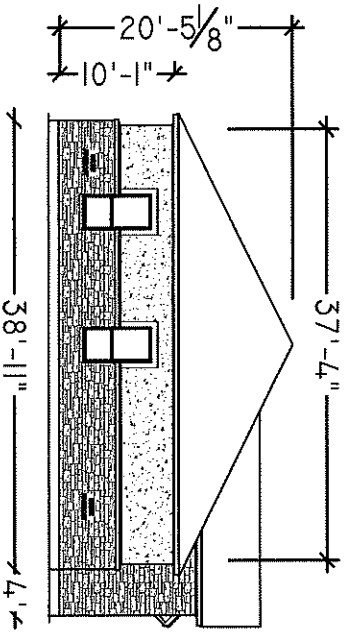
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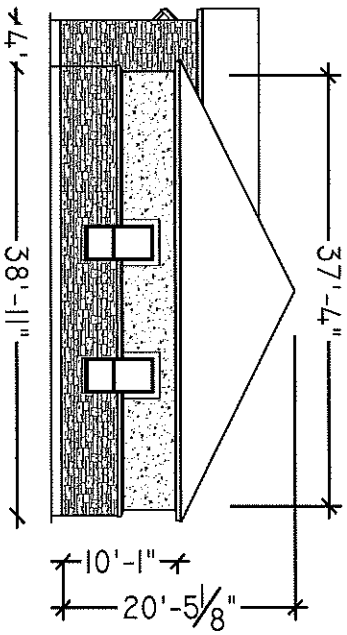
A11



BUILDING 6 REAR ELEVATION
NOT TO SCALE



BUILDING 6 LEFT ELEVATION
NOT TO SCALE



BUILDING 6 RIGHT ELEVATION
NOT TO SCALE

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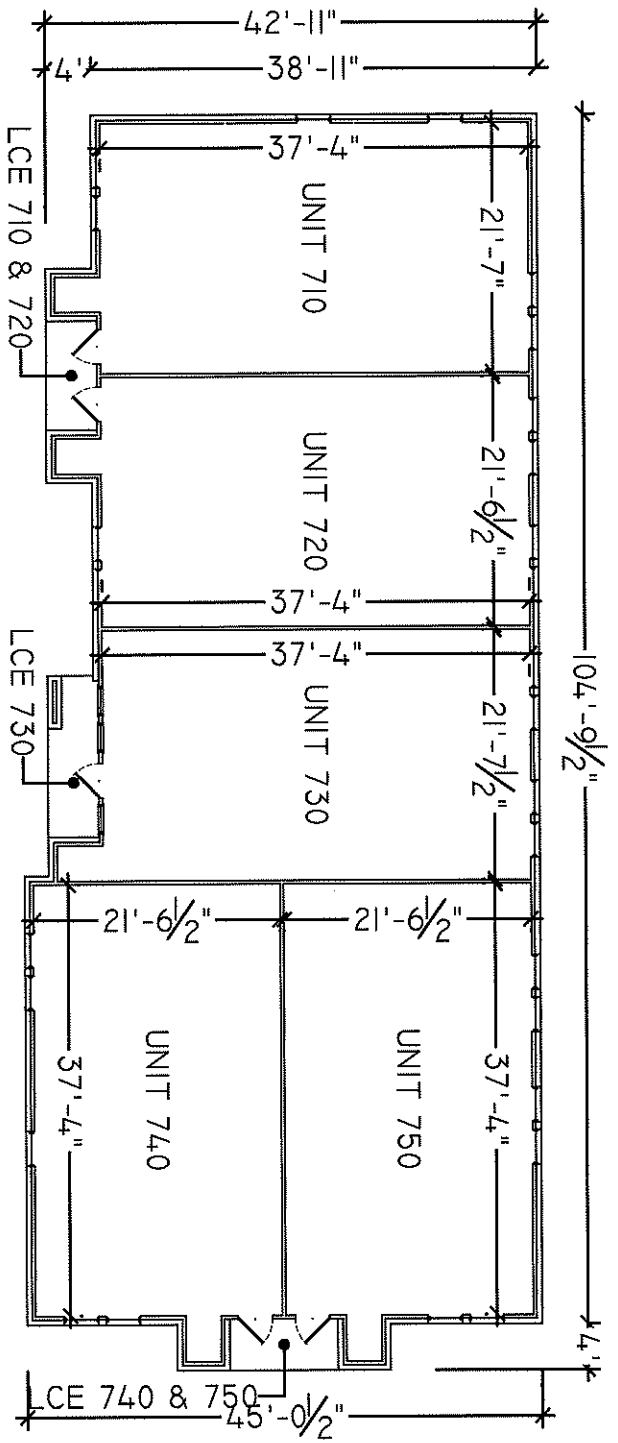
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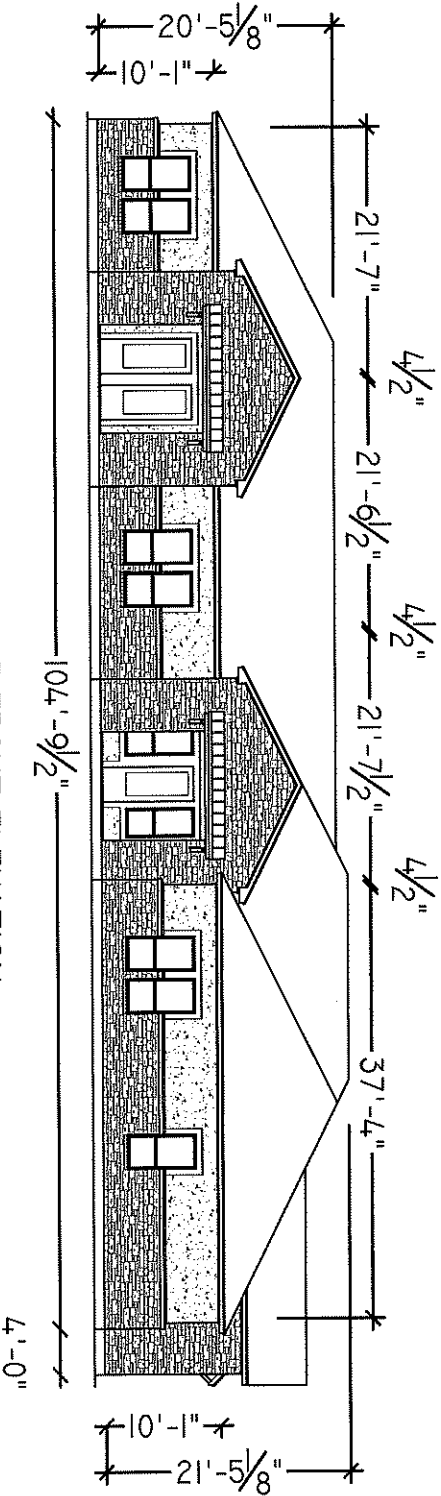
DATE ISSUED
4.14.2020

CONDOMINIUM
PLAN

A12



BUILDING 7 FLOOR PLAN
NOT TO SCALE



BUILDING 7 FRONT ELEVATION
NOT TO SCALE

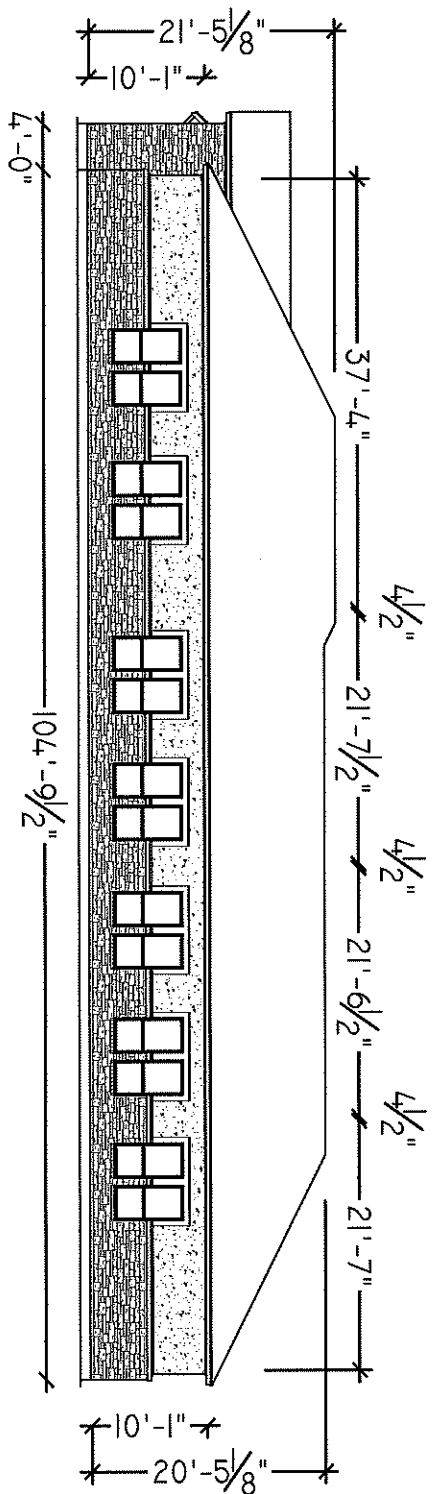
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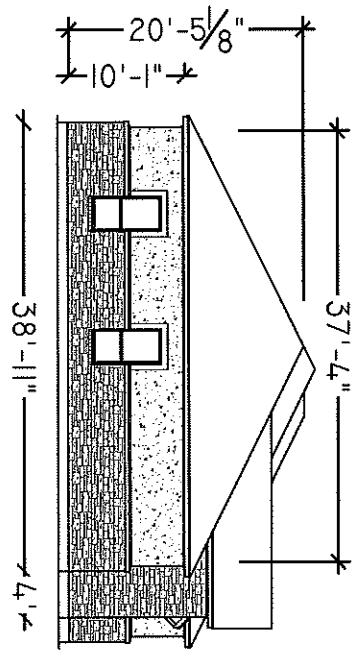
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CONDOMINIUM
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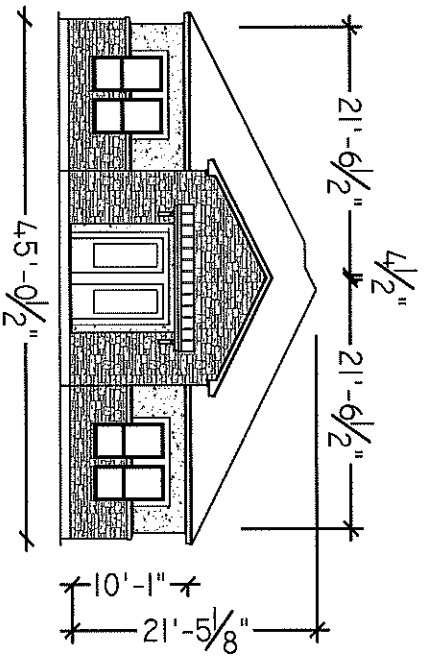
A13



BUILDING 7 REAR ELEVATION
NOT TO SCALE



BUILDING 7 LEFT ELEVATION
NOT TO SCALE



BUILDING 7 RIGHT ELEVATION
NOT TO SCALE

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Building Designer

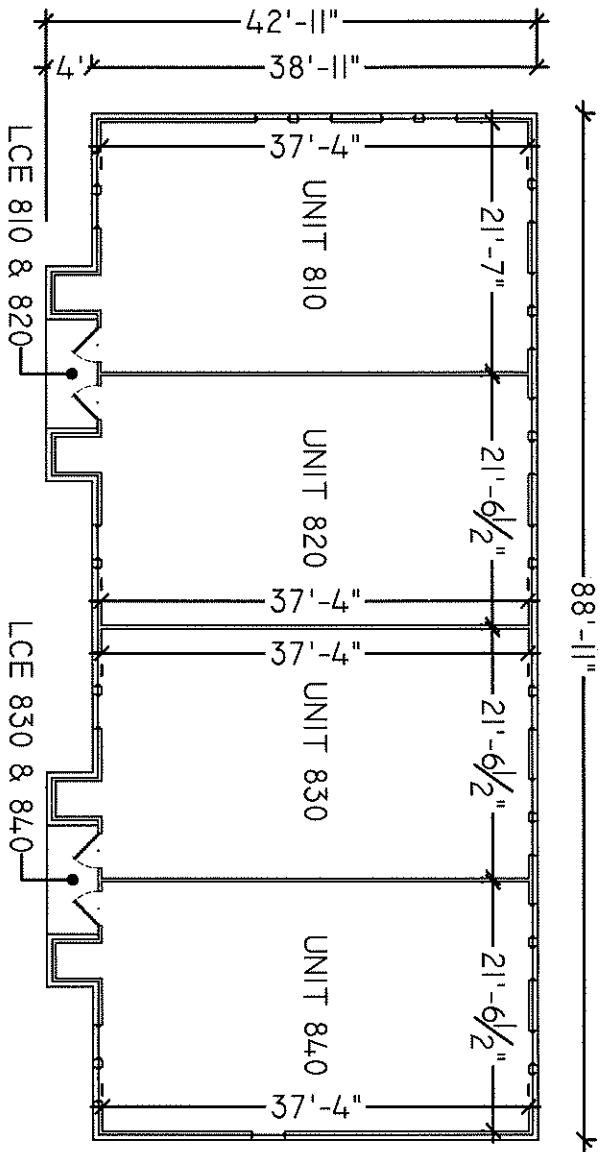
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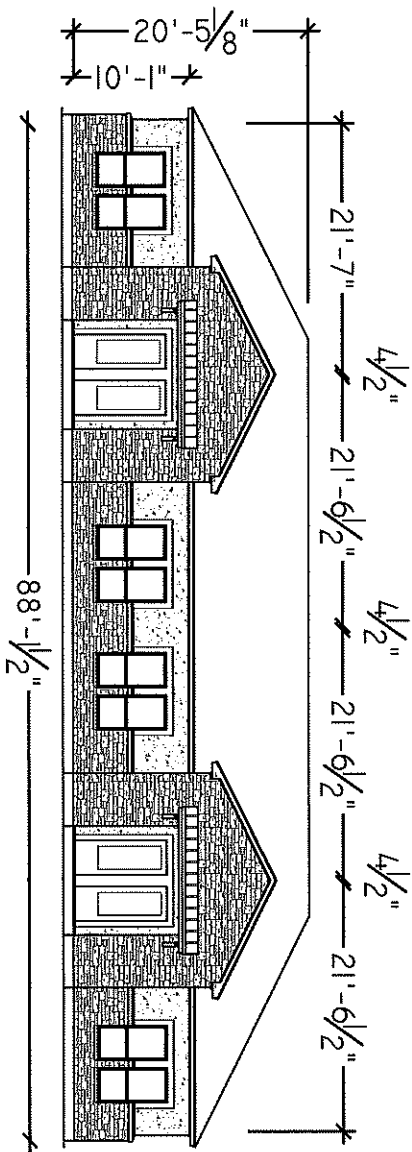
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CONDOMINIUM
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A14



BUILDING 8 FLOOR PLAN
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BUILDING 8 FRONT ELEVATION
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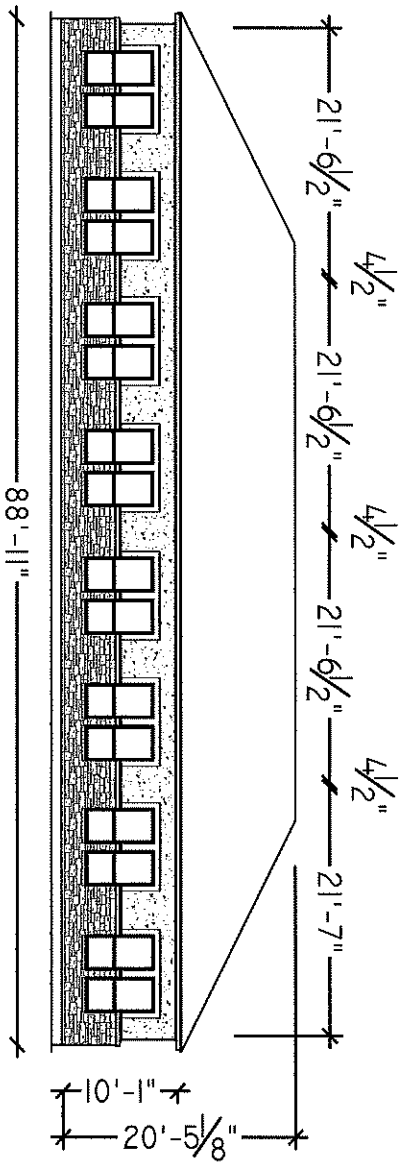
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1000 GATTIS SCHOOL RD
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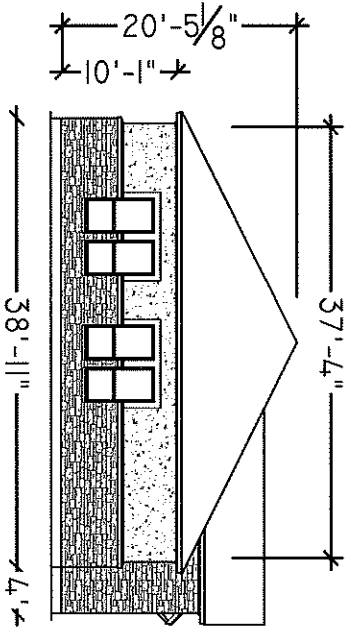
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4.14.2020

CONDOMINIUM
PLAN

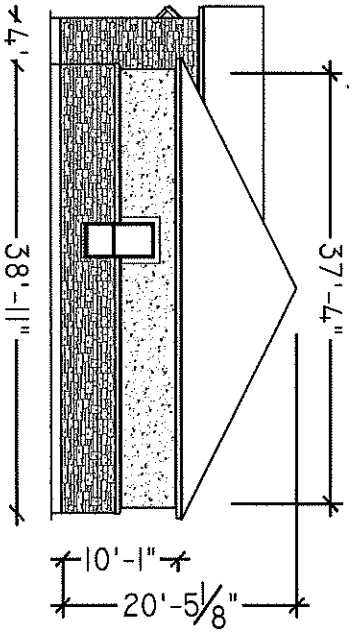
A15



BUILDING 8 REAR ELEVATION
NOT TO SCALE



BUILDING 8 LEFT ELEVATION
NOT TO SCALE



BUILDING 8 RIGHT ELEVATION
NOT TO SCALE

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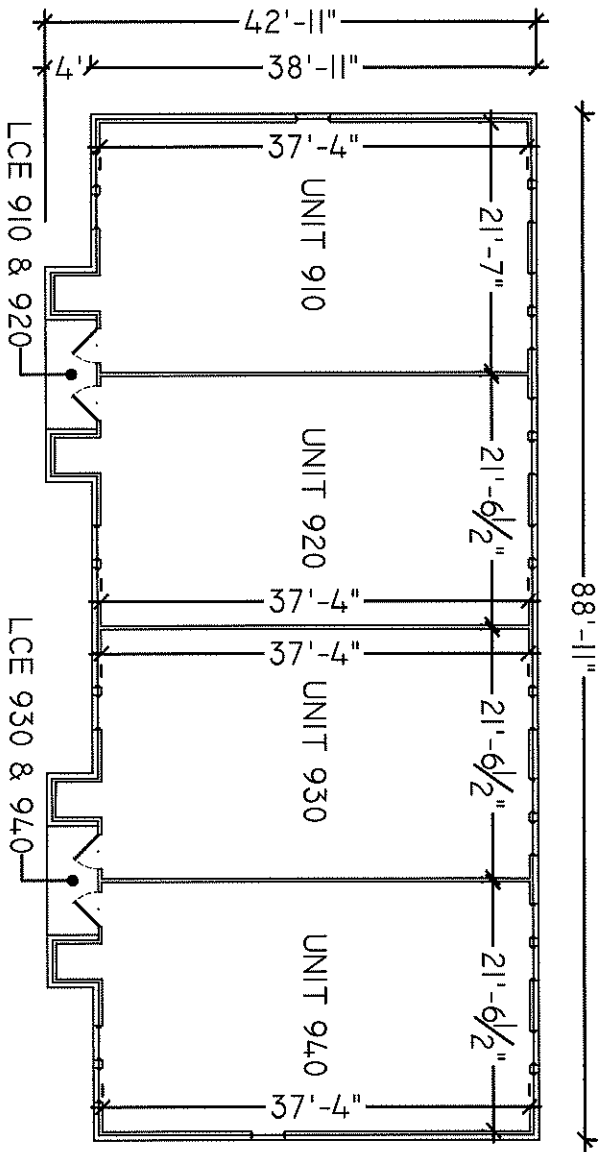
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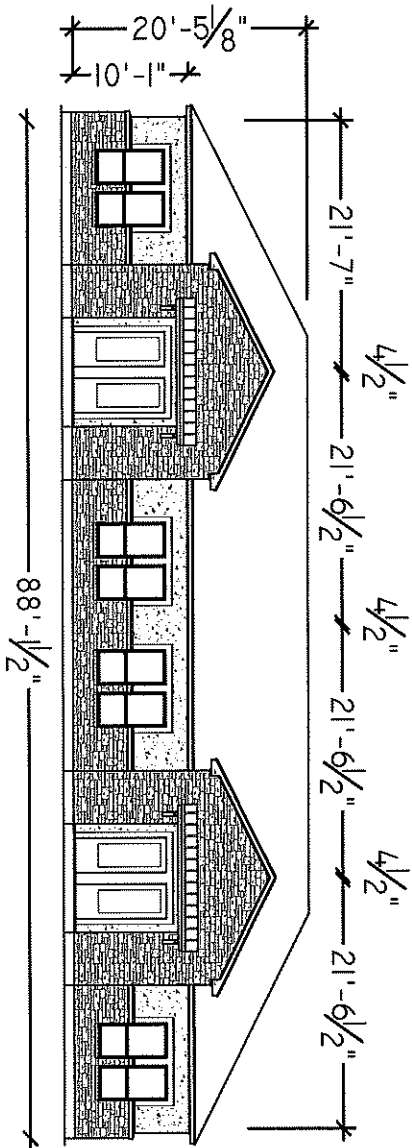
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CONDOMINIUM
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A16



BUILDING 9 FLOOR PLAN
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BUILDING 9 FRONT ELEVATION
NOT TO SCALE

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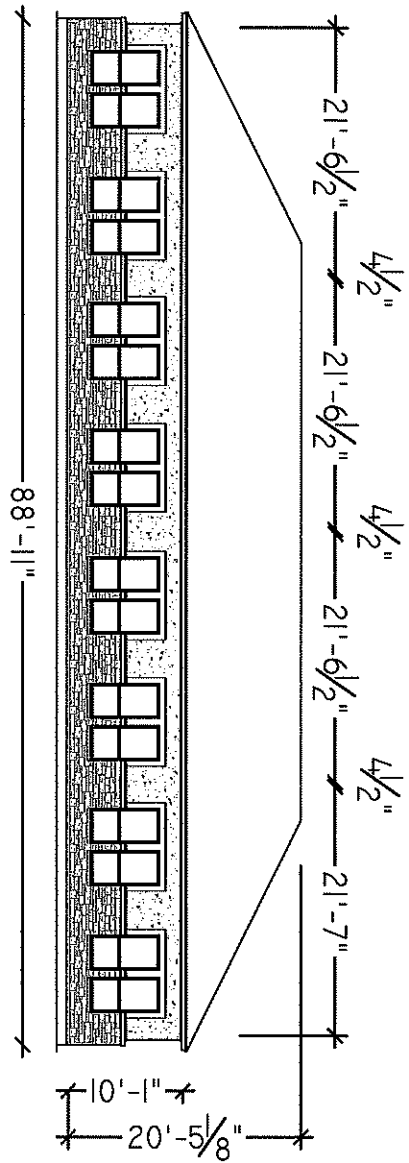
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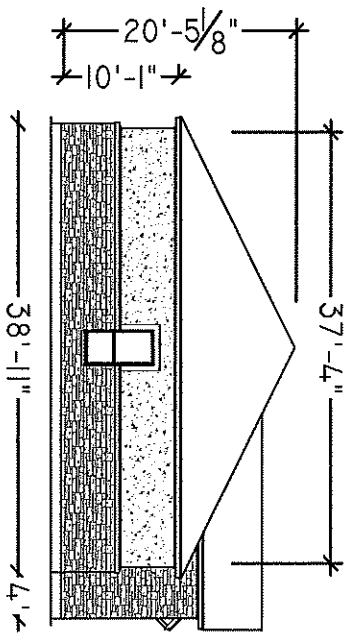
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CONDOMINIUM
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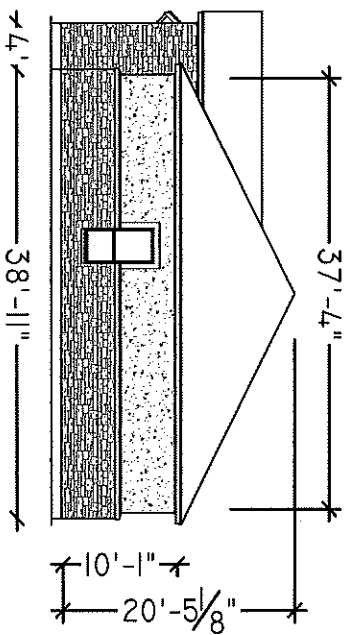
A17



BUILDING 9 REAR ELEVATION
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BUILDING 9 LEFT ELEVATION
NOT TO SCALE



BUILDING 9 RIGHT ELEVATION
NOT TO SCALE

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DATE ISSUED
4.14.2020

CONDOMINIUM
PLAN

A18

Exhibit "D"

ALLOCATED INTERESTS IN UNITS

Fractional Interest or Allocated Interest to Each Unit in the Regime shall be 1/41st.

Unit Identifying No.	Allocated Interest	Unit Identifying No.	Allocated Interest
Unit 110	1/41st	Unit 610	1/41st
Unit 120	1/41st	Unit 620	1/41st
Unit 130	1/41st	Unit 630	1/41st
Unit 140	1/41st	Unit 640	1/41st
Unit 150	1/41st	Unit 650	1/41st
Unit 210	1/41st	Unit 710	1/41st
Unit 220	1/41st	Unit 720	1/41st
Unit 230	1/41st	Unit 730	1/41st
Unit 240	1/41st	Unit 740	1/41st
Unit 250	1/41st	Unit 750	1/41st
Unit 310	1/41st	Unit 810	1/41st
Unit 320	1/41st	Unit 820	1/41st
Unit 330	1/41st	Unit 830	1/41st
Unit 340	1/41st	Unit 840	1/41st
Unit 350	1/41st		
Unit 410	1/41st	Unit 910	1/41st
Unit 420	1/41st	Unit 920	1/41st
Unit 430	1/41st	Unit 930	1/41st
Unit 440	1/41st	Unit 940	1/41st
Unit 510	1/41st		
Unit 520	1/41st		
Unit 530	1/41st		
Unit 540	1/41st		

Exhibit "E"

DESCRIPTION OF ENCUMBRANCES

1. Standby fees, taxes and assessments by any taxing authority for the year 2020, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year.
2. Cabinet G, Slide 148, Plat Records and Volume 986, Page 110, Official Records, Williamson County, Texas.
3. Building setback lines as set forth on the recorded plat.
4. Easement as shown on the plat and dedication set out in Schedule A hereof:
Purpose: public utility
Location: 10' along the front property line
5. Easement as shown on the plat and dedication set out in Schedule A hereof:
Purpose: public utility
Location: 15' along the rear property line
6. Easement as shown on the plat and dedication set out in Schedule A hereof:
Purpose: public utility
Location: 10' along the west property line
7. Easement as shown on the plat and dedication set out in Schedule A hereof:
Purpose: public utility
Location: 7.5' along the east property line
8. Easement granted to the Texas Power & Light Company by instrument recorded in Volume 281, Page 500, Deed Records, Williamson County, Texas.
9. Easement granted to the Lone Star Gas Company by instrument recorded in Volume 294, Page 463, Deed Records, Williamson County, Texas.
10. All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, together with all rights, privileges, and immunities relating thereto appearing in the public records.
11. Inclusion within the Upper Brushy Creek WCID.

① ITC

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OFFICIAL PUBLIC RECORDS 2020065725

COND Fee: \$337.00
06/19/2020 03:52 PM OSALINAS



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

**CERTIFICATE OF FORMATION
OF
TRINITY GATTIS OFFICE CONDOMINIUM ASSOCIATION, INC.
(A Texas Nonprofit Corporation)**

I, the undersigned natural person over the age of eighteen years, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act (the "Act"), do hereby adopt the following Articles of Incorporation for such corporation:

**ARTICLE I
CONDOMINIUM ASSOCIATION**

The corporation shall be, mean, and constitute the unit owners' association, organized pursuant to Section 82.101, Texas Uniform Condominium Act ("TUCA"), which is defined as the "Association" in the Declaration of Condominium Regime for Trinity Office Park Condominium, being recorded in the Official Public Records of Williamson County, Texas, and as amended from time to time (the "Declaration"), with respect to certain real property located in Williamson County, Texas.

**ARTICLE II
NAME**

The name of the Association is TRINITY GATTIS OFFICE CONDOMINIUM ASSOCIATION, INC. (the "Association").

**ARTICLE III
NONPROFIT**

The Association is a nonprofit corporation, organized pursuant to the Act.

**ARTICLE IV
DURATION**

The duration of the Association shall be perpetual.

**ARTICLE V
PURPOSES**

The general purposes for which the Association is formed are to exercise the rights and powers and to perform the duties and obligations of the Association, in accordance with the Declaration, the Bylaws of the Association, the laws of the State of Texas, including the Act and Texas Uniform Condominium Act (Chapter 82 of the Texas Property Code and referred to as "TUCA"), as each may be amended from time to time. By way of explanation, but not limitation, the Association's specific purposes may include:

- (1) fixing, levying, collecting, and enforcing payment of any charges or assessments as set forth in said Declaration; paying all expenses in connection therewith and all office, administration and other expenses incidental to the conduct of the business of

the Association referred to in the Declaration, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

- (2) evicting any tenants of a member who violate the provisions of the Declaration or the Rules and Regulations of the Association promulgated by the Association's Board of Directors to implement the restrictions set forth in the Declaration, or who fail to timely pay for any damage they cause to the common elements of the Condominium created by the Declaration; and
- (3) collecting rent directly from a tenant of a member who is delinquent in whole or part in the payment of assessments or other sums owed to the Association.

By way of explanation and not limitation, the Association's duties include the record keeping requirements set forth in Section 82.114 of TUCA and the duty to record the management certificate specified in Section 82.116 of TUCA, as the same may be revised from time to time.

ARTICLE VI POWERS

In furtherance of its purposes, the Association shall have the following powers that, unless otherwise restricted by these Articles, the Declaration, the Bylaws, or laws of the State of Texas, may be exercised by the board of directors:

1. All rights and powers conferred upon nonprofit corporations by the laws of the State of Texas in effect from time to time;
2. All rights and powers conferred upon condominium owners' associations by the laws of the State of Texas, including TUCA, and the right stated in Section 82.105 thereof to terminate certain contracts and leases made by the Association while controlled by the Declarant as provided therein, all as in effect from time to time; and
3. All powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in these Articles, the Bylaws, the Declaration, or the laws of the State of Texas, including the Powers of Unit Owner's Association set out in Section 82.102 of TUCA.
4. Notwithstanding the foregoing stated purposes, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are otherwise permissible, but which are not in furtherance of managing, maintaining and preserving the Condominium regime created by the Declaration.

ARTICLE VII MEMBERSHIP

The Association shall be a non-stock membership corporation. There shall be only one class of membership, which shall not be certificated. At all times during the existence of the condominium regime created by the Declaration, the membership of the Association shall consist exclusively of all the owners of condominium units in the condominium regime. Following termination of the

condominium regime, the membership of the Association shall consist of all the former owners of condominium units in the condominium regime who are entitled to a liquidating distribution of proceeds or other property, and their heirs, successors and assigns. The Declaration and Bylaws shall otherwise determine the number and qualifications of members of the Association; the voting rights and other privileges of membership; and the obligations and liabilities of members. Cumulative voting is prohibited.

ARTICLE VIII MANAGEMENT BY BOARD

On the 120th day after conveyance of 75% of the condominium units created by the Declaration to persons or entities, other than the Declarant (as identified in the Declaration) or transferee of the Declarant's special rights of control, the management and affairs of the Association shall be vested in its board of directors, except for those matters expressly reserved to others in the Declaration and Bylaws. Notwithstanding such special rights of control of the Declarant, on the 120th day after conveyance of 50% of the condominium units created by the Declaration to persons or entities other than the Declarant, one-third of the members of the Board of Directors shall be elected by unit owners other than the Declarant. The management and affairs of the Association shall also be vested in the Association's board of directors, except for those matters expressly reserved to others in the Declaration and Bylaws, upon the expiration of the Declarant's "Control Period" as defined and set forth in Section 14 of the Basic Provision of the Declaration. The Bylaws shall determine the number (which pursuant to Art. 1396-2.15 of the Act shall never be less than 3) and qualification of directors, none whom need be members of the Association; the term of office of directors; the methods of electing, removing, and replacing directors; and the permitted methods of holding board meetings and obtaining consents.

ARTICLE IX LIMITATIONS ON LIABILITY

1. An officer or director of the Association is not liable to the Association or its members for monetary damages for acts or omissions that occur in that person's capacity as an officer or director, except to the extent the person is found liable for:

- (a) a breach of the officer's or director's fiduciary duty or duty of loyalty to the Association or its members;
- (b) an act or omission not in good faith that constitutes a breach of duty of the officer or director to the Association;
- (c) an act or omission that involves intentional misconduct or a knowing violation of the law;
- (d) a transaction from which the officer or director receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of the person's office; or
- (e) an act or omission for which the liability of an officer or director is expressly provided by an applicable statute.

The liability of officers and directors of the Association shall be further limited by the Charitable Immunity and Liability Act of 1987, Chapter 84, Texas Civil Practice and Remedies Code, as amended. Any amendment, repeal or modification of the foregoing provision by the members of the

Association shall not adversely affect any limitation on the liability or any director or officer of the Association existing at or prior to the time of such amendment, repeal or modification.

2. The limitation on the liability of an officer or director does not eliminate or modify that person's liability as a member of the Association. The liability of any member arising out of any contract made by the Association, or out of the indemnification of officers or directors, or for damages as a result of injuries arising in connection with the common elements and not caused by such member or another person for whom such member is responsible, or for liabilities incurred by the Association, wherein the members expressly assume in writing personal liability, shall be limited to the same proportion in which such member is liable for common expenses as a member of the Association. Pursuant to Art. 1396-2.08E of the Act, members of the Association are not personally liable for the debts, liabilities or obligations of the Association.

ARTICLE X **INDEMNIFICATION**

Subject to the limitations and requirements of Art. 1396-2.22A of the Act, the Association shall indemnify an officer or director against reasonable expenses incurred by him in connection with a proceeding in which he is named a defendant or respondent because he is or was an officer or director if he has been wholly successful on the merits or otherwise, in defense of the proceeding. Subject to the limitations and requirements of Art. 1396-2.22A of the Act, the Association, may advance or reimburse reasonable expenses to, a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was an officer or director of the Association or who is compelled to appear as a witness or otherwise participate in a proceeding in which he is not named as a defendant or respondent. Additionally, subject to the limitations of Article 1396-2.22A of the Act, the Association may indemnify, and may advance or reimburse reasonable expenses to, a person who is or was an employee, trustee, agent, or attorney of the Association, against any liability asserted against such person and incurred by such person in such a capacity and arising out of such person's status.

ARTICLE XI **AMENDMENT OF ARTICLES**

These Articles may be amended in accordance with the Act, subject to the following:

1. An amendment shall not conflict with the Declaration or TUCA.
2. An amendment shall not impair or dilute a right granted to the Declarant or other person by the Declaration, without Declarant's or that person's written consent as applicable.
3. Without member approval, the board of directors may adopt amendments permitted by Art. 1396-4.02A(4) of the Act.
4. The consent of member's lienholders shall not be required to amend these Articles.

ARTICLE XII
AMENDMENT OF BYLAWS

The Bylaws of the Association shall be amended or repealed according to the amendment provision of the Bylaws, which may reserve those powers to the members, exclusively.

ARTICLE XIII
DISSOLUTION

The Association may be dissolved only as provided in the Declaration, Bylaws, and by the laws of the State of Texas, including TUCA. On dissolution, the assets of the Association shall be distributed in accordance with the Declaration provision for distribution upon termination. If the Declaration has no such provision, then the assets of the Association shall be distributed in accordance with the termination provisions Section 1396-6.02A(3) of the Act and to the extent not inconsistent therewith, the provisions of TUCA, including Section 82.068.

ARTICLE XIV
ACTION WITHOUT MEETING

Pursuant to Article 1396-9.10.C and Article 1396-9.11 of the Act, any action required by the Act to be taken at a meeting of the members or directors, or any action that may be taken at a meeting of members or directors or of any committee may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of members, directors, or committee members as would be necessary to take that action at a meeting at which all of the members, directors, or members of the committee were present and voted and members and directors may participate and hold meetings by means of a conference telephone or similar communications equipment. [Act Section 1396-9.10.C. and 1396-9.11]. Section 82.108(b) of TUCA requires that meetings of the Association and its board of directors must be open to unit owners and therefore any action by the directors taken without a meeting shall be subject to the limitations described in Section 82.108(c)(2) of TUCA.

ARTICLE XV
INITIAL BOARD OF DIRECTORS

The initial board shall consist of four directors who shall serve as directors until their successors shall have been elected and qualified, as provided in the Bylaws. The name and address of each initial director is as follows:

<u>Name</u>	<u>Address</u>
Sijo Vadakkan	2253 Park Place Circle Round Rock, Texas 78681
Kiran Kambo	2251 S Bagdad Road, Unit 304 Cedar Park, Texas 78613
Shivani Sundaram	2304 Laurel Arbor Drive Leander, Texas 78641

Ranjini Lenin

2217 Cactus Valley Drive
Leander, Texas 78641

The initial directors shall convene an organizational meeting as contemplated by Art. 1396-3.05(A) of the Act following the issuance of the Association's Certificates of Incorporation.

ARTICLE XVI
INITIAL REGISTERED AGENT

The name of the Association's initial registered agent is Sijo Vadakkan. The street address of its initial registered office is 2251 S Bagdad Road, Units 101-102, Cedar Park, Texas 78613

ARTICLE XVII
INCORPORATOR

The name and address of the Incorporator is Glenn K. Weichert, 3821 Juniper Trace, Suite 106, Austin, Texas 78738.

I execute this Certificate of Formation on this 6th day of April, 2020.



Glenn K. Weichert



Office of the Secretary of State

CERTIFICATE OF FILING OF

TRINITY GATTIS OFFICE CONDOMINIUM ASSOCIATION, INC.
File Number: 803594001

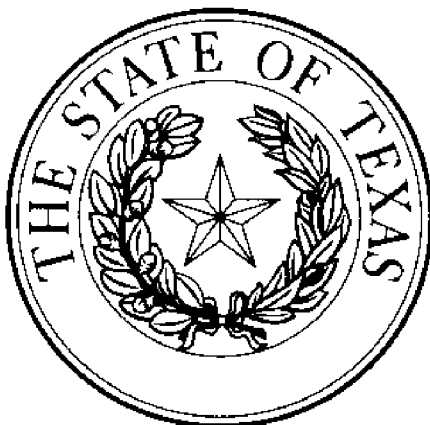
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

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: 04/07/2020

Effective: 04/07/2020



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs
Secretary of State



15/ITC/MMH/2020586 ARB

BYLAWS**OF****TRINITY GATTIS OFFICE CONDOMINIUM ASSOCIATION, INC.**
(A Texas Nonprofit Association)**ARTICLE 1**
INTRODUCTION

1.1. **PURPOSE OF BYLAWS.** These Bylaws provide for the governance of the condominium known as Trinity Gattis Office Condominium, located at 1000 GATTIS SCHOOL ROAD, ROUND ROCK, TEXAS 78664, subject to and more fully described in the Declaration of Condominium Regime for Trinity Gattis Office Condominium, recorded in Instrument Number 2020065725, Official Public Records of Williamson County, Texas and as the same may be amended from time to time (the "**Declaration**").

1.2. **PARTIES TO BYLAWS.** All present or future unit owners and all other persons who use or occupy the condominium established pursuant to the Declaration in any manner are subject to these Bylaws and the other Governing Documents as defined below. The mere acquisition or occupancy of a unit will signify that these Bylaws are accepted, ratified, and will be strictly followed.

1.3. **DEFINITIONS.** Words and phrases defined in the Declaration shall have the same meanings when used in these Bylaws. Unless defined otherwise in the Declaration or in these Bylaws, words and phrases used in these Bylaws shall have the same meaning as defined in Section 82.003 of the Texas Uniform Condominium Act ("**TUCA**"). The following words and phrases shall have specified meanings when used in these Bylaws and shall supplement TUCA Section 82.003.

- a. "**Act**" means the Texas Non-Profit Association Act, codified in the Texas Business Organizations Code.
- b. "**Association**" means Trinity Gattis Office Condominium Association, Inc., a Texas non-profit corporation, organized pursuant to Section 82.101 of TUCA.
- c. "**Board**" means the Board of Directors of the Association.
- d. "**Declarant**" means Trinity Texas Builders, Inc., a Texas corporation and any person or entity succeeding to the Declarant's right pursuant to Section 82.104 of TUCA.
- e. "**Director**" means a director of the Association.

- f. "**Governing Documents**" means, collectively, the Declaration, these Bylaws, the Articles of Incorporation of the Association, and the Community Rules of the Association, as any of these may be amended from time to time.
- g. "**Majority**" means more than fifty (50) percent.
- h. "**Member**" means a member of the Association, each member being a unit owner, unless the context indicates that member means a member of the board of directors or a member of a committee of the Association.
- i. "**Occupant**" means the occupant of a unit, whether or not such occupant is a unit owner.
- j. "**Officer**" means an officer of the Association, which shall include a "President," a "Secretary," a "Treasurer," and one or more "Vice-Presidents".
- k. "**TUCA**" means the Texas Uniform Condominium Act codified as chapter 82 of the Texas Property Code.

1.4. NONPROFIT PURPOSE. The Association is not organized for profit.

1.5. COMPENSATION. A Director, Officer, Member, or Occupant shall not be entitled to receive any pecuniary profit from the operation of the Association, and no funds or assets of the Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of a Director, Officer, Member, or Occupant; provided, however that pursuant to the Act:

- a. a reasonable compensation may be paid to a Director, Officer, Member, or Occupant for services rendered to the Association;
- b. a Director, Officer, Member, owner or Occupant may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of Association affairs, provided such expense has been approved or ratified by the Board; and
- c. this provision does not apply to distributions to unit owners permitted or required by the Declaration or TUCA.

1.6. GENERAL POWERS AND DUTIES. The Association, acting through its Board of Directors, shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the condominium as may be required or permitted by the Governing Documents and the laws of the State of Texas. The Association may do any and all things that are lawful and which are necessary, proper, or desirable to operate for the best interests of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents.

ARTICLE 2
BOARD OF DIRECTORS

2.1. NUMBER AND TERM OF OFFICE. The Board shall consist of three persons. One of the three initial Board Members shall serve until the sooner to occur of (a) the 120th day after the conveyance of 50% of the units in the condominium to persons or entities other than the Declarant and (b) the third anniversary date of the conveyance of the first Unit to a person other than the Declarant. The remaining two initial Board Members shall serve until the sooner to occur of (a) the 120th day after the conveyance of 75% of the units in the condominium to persons or entities other than the Declarant or (b) the third anniversary date of the conveyance of the first Unit to a person other than the Declarant. Thereafter, upon election, each Director shall serve a term of two years. Two Directors shall be elected in odd-numbered years. One Director shall be elected in even-numbered years. A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed. The number of Directors may be changed by amendment of these Bylaws, but shall not be less than three.

2.2. QUALIFICATION. During the time that the Association is controlled by the Declarant, any person 18 years or older shall be eligible for election or appointment to the Board. Once the Members, other than the Declarant, begin electing Board Members and at all times after the Declarant's control period ends, no person shall be eligible for election or appointment to the Board unless such person is a Member or a designated agent of a Member.

2.2.1. Entity Member. If a unit is owned by a legal entity, such as a partnership or Association, any Officer, partner, or employee, or designated agent of that entity member shall be eligible to serve as a Director and shall be deemed to be a Member for the purposes of this section. If the relationship between the entity member and the Director representing it terminates, that Directorship shall be deemed vacant.

2.2.2. Co-Owners. Co-owners of a single unit may not serve on the Board at the same time. Co-owners of more than one unit may serve on the Board at the same time, provided the number of co-owners serving at one time does not exceed the number of units they co-own.

2.2.3. Delinquency. No Member may be elected or appointed as a Director if any assessment against the Member or his unit is delinquent at the time of the election or appointment. No Member may continue to serve as a Director if any assessment against the Member or his unit is more than 45 days' delinquent.

2.3. ELECTION. Directors shall be elected by the Members. The election of Directors shall be conducted at the annual meeting of the Association, at any special meeting called for that purpose, or by mail, facsimile transmission, or a combination of mail and facsimile transmission, but subject to the open meeting requirements of TUCA.

2.4. VACANCIES. Vacancies on the Board caused by any reason, except the removal of a Director by a vote of the Association, shall be filled by a vote of the Majority of the remaining Directors, even though less than a quorum, at any meeting of the Board. Each Director so elected shall serve out the remaining term of his predecessor.

2.5. REMOVAL OF DIRECTORS. At any annual meeting or special meeting of the Association, any one or more of the Directors may be removed with or without cause by Members representing at least two-thirds of the votes present in person or by proxy at such meeting, and a successor shall then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. A Director who is delinquent in the payment of assessments for more than 45 days may be removed by action of the other Directors who then shall fill the vacancy as provided in Section 2.4. above.

2.6. MEETINGS OF THE BOARD.

2.6.1. Organizational Meeting of the Board. Within 120 days after the issuance of the Association's certificate of incorporation, the initial Directors shall convene an organizational meeting for the purpose of electing Officers. The time and place of such meeting shall be determined by either the incorporator or any two of the initial Directors by delivery of at least 3 days prior written notice to the other Directors of the time and place of the meeting.

2.6.2. Regular Meetings of the Board. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by the Board, but at least one such meeting shall be held each calendar quarter and not more than one such meeting shall be held per month. Notice of regular meetings of the Board shall be given to each Director, personally or by telephone or written communication, at least three days prior to the date of such meeting.

2.6.3. Special Meetings of the Board. Special meetings of the Board may be called by the President or, if he is absent or refuses to act, the Secretary, or by any two Directors. At least three days notice shall be given to each Director, personally or by telephone or written communication, which notice shall state the place, time, and purpose of such meeting. Such meetings shall be open to attendance by unit owners to the extent required by TUCA section 82.108.

2.6.4. Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep, or cause to be kept, a record of all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. When not in conflict with the law or the Governing Documents, the then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board.

2.6.5. Quorum. At all meetings of the Board, a Majority of Directors shall constitute a quorum for the transaction of business, and the acts of the

Majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If less than a quorum is present at any meeting from time to time, the Majority of those present may adjourn the meeting from time to time. At any such reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

2.6.6. Open Meetings. Regular and special meetings of the Board shall be open to Members of the Association; provided that Members who are not Directors may not participate in any deliberations or discussions unless the Board expressly so authorizes at the meeting. The Board may adjourn any meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar or sensitive nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

2.6.7. Telephone Meetings. Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear and speak to each other. Participation in such meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

2.6.8. Action Without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all of the Directors individually or collectively consent in writing to such action. The written consent shall be filed with the minutes of the Board. Action by written consent shall have the same forth and effect as a unanimous vote.

2.7. LIABILITIES AND STANDARD OF CARE. In performing their duties, the Directors are required to exercise certain standards of care and are subject to certain liabilities, including but not limited to the following provisions of the laws of the State of Texas:

TUCA ' 82.103(a) stating that a Director is a fiduciary, who must act reasonably and exercise good faith judgment; and

TUCA ' 82.103.(f) regarding breaches of fiduciary duty, improper benefit, acting in bad faith.

2.8. POWERS AND DUTIES. The Board shall have all powers and duties necessary for the administration of the Association and for the operation and maintenance of the condominium. The Board may do all such acts and things except those which, by law or the Governing Documents are reserved to the Members and may not be delegated to the Board. Without prejudice to the

general and specific powers and duties set forth in laws or the Governing Documents, or such powers and duties as may hereafter be imposed on the Board by resolution of the Association, the powers and duties of the Board shall include, but shall not be limited to, the following:

2.8.1. Delegation / Appointment of Committees. The Board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the Board with its responsibilities. The resolution shall establish the purposes and powers of each committee created, provide for the appointment of its Members, as well as a chairman, and shall provide for reports, termination, and other administrative matters deemed appropriate by the Board. Committee members shall be appointed from among the owners and Occupants.

2.8.2. Manager. The Board may employ a manager or managing agent for the Association, at a compensation established by the Board, to perform all ministerial duties and services authorized by the Board, including the following:

a. Fiscal Management.

- (1) Prepare an annual operating budget detailed to reflect expected operations for each month, reserves, and contingencies to cover repairs, replacements and betterments to the Common Elements of the Condominium. This budget is established to show expected recurring receipts and operating disbursements. It is further used for comparison with actual monthly income and expenditures;
- (2) Prepare monthly or quarterly operating and cash position statements;
- (3) Collect monthly Assessments and periodic Special Assessments; deposit them in checking, savings or other accounts on behalf of the Association and maintain comprehensive records thereof;
- (4) Mail notices of delinquency to any Owner in arrears, and exert reasonable efforts to collect delinquent accounts;
- (5) Examine all expense invoices for accuracy and pay all bills in accordance with the terms of the property management agreement; and
- (6) Prepare a year-end statement of operations.

b. Physical Management.

- (1) Assume full responsibility for maintenance and control of Common Elements, improvements and equipment. Maintain the Condominium regime (subject to the limitations set forth in the Declaration) in constant repair to reflect Member pride and to insure high property values in accordance with the provisions of the operating budget, as approved by the Board of Directors;
- (2) Enter into contracts and supervise services for lawn care, refuse hauling, pump maintenance, etc., in accordance with the provisions of the operating budget, as approved by the Board of Directors;
- (3) Compile, assemble and analyze data, and prepare specifications and calls for bids for major improvement projects as needed. Analyze and compare bids, issue contracts and coordinate the work on improvement projects; maintain close and constant inspection of such work to insure such work is performed according to specifications; and
- (4) Perform any other projects with diligence and economy in the best interests of the Association.

c. Administrative Management.

- (1) Inspect contractual services for satisfactory performance. Prepare any necessary compliance letters to vendors.
- (2) Obtain and analyze bids for insurance coverage specified in the Declaration and these Bylaws or recommend additional coverage. Prepare claims when required and follow up on payment; act as a representative of the Board of Directors in negotiating settlement.

2.8.3. Fines. The Board may levy fines for each day or occurrence that a violation of the Governing Documents persists after notice and hearing as provided in the Community Rules, provided the amount of the fine does not exceed the amount reasonably necessary to ensure compliance with the Governing Documents.

2.8.4. Delinquent Accounts. The Board may establish, levy, and collect reasonable late charges for Members' delinquent accounts. The Board may also establish a rate of interest to be charged on Members' delinquent accounts, provided

the rate of interest does not exceed 18 percent or the maximum rate permitted by the laws of the State of Texas, whichever is less.

- 2.8.5. Fidelity Bonds. The Board may require that all Officers, agents, and employees of the Association handling or responsible for the Association funds shall furnish adequate fidelity bonds. The premiums on such bonds may be a common expense of the Association.
- 2.8.6. Ex-Officio Directors. The Board may, from time to time, designate one or more persons as ex-officio members of the Board. An ex-officio member is entitled to notice of and may attend Board meetings, but shall have no voting power.
- 2.8.7. Assessments. The Board shall fix, determine, assess, and collect, after approval by the Association, annual assessments from the Members and any special assessments authorized by the Members of the Association, which assessments shall be paid by the Members in monthly or quarter annual installments (as the Board may elect from time to time) and shall consist of each Member's prorata share of one-twelfth (1/12th) or one-fourth (1/4), as applicable, of the total annual estimated budget for each year, plus reasonable reserves and the initial installment for the working capital of the Association as provided in Section 4.1 of the Declaration. The estimated budget shall be prepared annually by the Board and shall take into account the estimated common expenses for the year, including but not limited to, salaries, wages, ad valorem taxes, other than those on the individual units, payroll, taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance on Common Elements, vehicles, bonds, management fees, and other expenses. Any surplus or deficit with regard to previous budget shall also be considered. The Board shall also establish a reserve for replacement of the Common Elements. Copies of the estimated annual budget shall be furnished to each Unit owner not later than thirty (30) days after the beginning of each calendar year.
- 2.8.8. Other Reserved Powers. The Association, acting through its Board shall have the powers set forth in TUCA ' 82.102 and ' 82.105.

ARTICLE 3 **OFFICERS**

3.1. DESIGNATION. The principal Officers of the Association shall be the President, the Secretary, and the Treasurer. The Board may appoint Officers, who may, but need not, be Members or Directors. Any two offices may be held by the same person, except the offices of President and Secretary. If an Officer is absent or unable to act, the Board may appoint a Director to perform the duties of that Officer and to act in place of that Officer, on an interim basis.

3.2. TERM AND ELECTION OF OFFICERS. The initial Officers shall be elected by the Board at its organizational meeting and shall hold office at the pleasure of the Board for such term as the Board may elect, except that the term shall not to exceed 3 years in any event. The terms of the initial officers may be staggered so that in succeeding years less than all of the incumbent officers shall be up for re-appointment or replacement. Successor Officers shall be elected by the Board and shall hold office at the pleasure of the Board for a term of one (1) year. Except for resignation or removal, Officers shall hold office until their respective successors have been designated by the Board.

3.3. REMOVAL AND RESIGNATION OF OFFICERS. A Majority of Directors may remove any Officer, with or without cause, at any regular meeting of the Board or at any special meeting of the Board called for that purpose. A successor may be elected at any regular or special meeting of the Board called for that purpose. An Officer may resign at any time by giving written notice to the Board. Unless the notice of resignation states otherwise, it is effective when received by the Board and does not require acceptance by the Board. The resignation or removal of an Officer who is also a Director does not constitute resignation or removal from the Board.

3.4. STANDARD OF CARE. In performing their duties, the Officers are required to abide by and exercise the standards of care provided by:

TUCA ' 82.103 (a) pertaining to acting in good faith;

TUCA ' 82.103 (f) pertaining to breaches of fiduciary duty, improper benefit, intentional misconduct; and

Act 1396-2.20.D pertaining to reliance on information furnished by others.

3.5. DESCRIPTION OF PRINCIPAL OFFICES.

3.5.1. President. As the chief executive Officer of the Association, the President shall: (i) preside at all meetings of the Association and of the Board; (ii) have all the general powers and duties which are usually vested in the office of President of a non-profit Association organized under the laws of the State of Texas; (iii) have general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (iv) see that all orders and resolutions of the Board are carried into effect.

3.5.2. Secretary. The Secretary shall: (i) keep the minute book and the minutes of all meetings of the Board and of the Association; (ii) have charge of such books, papers, and records as the Board may direct; (iii) maintain a record of the names and addresses of the Members and their Mortgagees who request in writing to receive notices pertaining to Association matters; and (iv) in general, perform all duties incident to the office of Secretary.

3.5.3. Treasurer. The Treasurer shall: (i) be responsible for Association funds; (ii) keep full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepare all required financial data and tax

returns; (iv) deposit all monies or other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board; (v) prepare the annual and supplemental budgets of the Association; (vi) review the accounts of the managing agent on a monthly basis in the event such managing agent is responsible for collecting and disbursing Association funds; and (vii) perform all the duties incident to the office of Treasurer.

3.6. AUTHORIZED AGENTS. Except when the Governing Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association. In the absence of Board designation, the President and the Secretary shall be the only persons authorized to execute instruments on behalf of the Association.

ARTICLE 4 **COMMITTEES**

4.1 COMMITTEE OF DIRECTORS. The Board of Directors, by resolution adopted by a Majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of one or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association. However, no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any Member of any such committee or any Director or Officer of the Association; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Association; or amending, altering or repealing any resolution of the Board of Directors which by its terms does not provide that it may be so altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed on it or him or her by law. Any action required or permitted to be taken at a meeting of any such committee may be taken without a meeting if consent in writing, setting forth the action so taken, is signed by all the Members of the committee. Such written consents may be in one or more counterparts and facsimiles shall be deemed a counterpart original for all purposes under these Bylaws. Such consent shall have the same force and effect as a unanimous vote at a meeting of the committee. The signed consent shall be placed in the minute book of the Association. The open meeting provisions of Section 2.6.6 (and the proviso exclusions therein) of these Bylaws shall apply to the meetings of such committee.

4.2. OTHER COMMITTEES. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a Majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members of the Association, and the President of the Association shall appoint the Members thereof. Any Members thereof may be removed by the person or persons authorized to appoint such Members whenever in their judgment the best interest of the Association shall be served by such removal. The open

meeting provisions of Section 2.6.6 (and the proviso exclusions therein) of these Bylaws shall apply to the meetings of such committees.

4.3. TERM OF OFFICE. Each member of a committee shall continue as such until the next annual meeting of the Members of the Association and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

4.4. CHAIRMAN. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

4.5. VACANCIES. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

4.6. QUORUM. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a Majority of the whole committee shall constitute a quorum and the act of a Majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

4.7. RULES. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE 5 **MEETINGS OF THE ASSOCIATION**

5.1. ANNUAL MEETING. An annual meeting of the Association shall be held during the first 120 days of each calendar year. Unless the notice of the annual meeting provides otherwise, the annual meeting shall occur at the Association's registered office. At the annual meetings the Members shall elect Directors in accordance with these Bylaws. The Members may also transact such other business of the Association as may properly come before them.

5.2. SPECIAL MEETINGS. The President may call a special meeting of his or her own initiative. Further, it shall be the duty of the President to call a special meeting of the Association if directed to do so by a Majority of the Board or by a petition signed by Members representing at least 20 percent of the votes in the Association. Such meeting shall be held not sooner than 20 nor more than 30 days after the Board resolution or receipt of petition. The notice of any special meeting shall state the time, place, and purpose of such meeting. No business, except the purpose stated in the notice of the meeting, shall be transacted at a special meeting.

5.3. PLACE OF MEETINGS. Meetings of the Association shall be held at the condominium or at a suitable place convenient to the Members, as determined by the Board and as stated in the meeting notice or at the Association's registered office if no place is specified.

5.4. NOTICE OF MEETINGS. At the direction of the Board, written notice of meetings of the Association shall be given to an owner of each unit and to each First Mortgagee entitled to vote at least 10 days (20 days minimum notice for the annual meeting) but no more than 60 days

prior to such meeting. Notices of meetings shall state the date, time, and place such meeting is to be held. Notices shall identify the type of meeting as annual or special, and shall state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the Board.

5.5. INELIGIBILITY. If a Member's financial account with the Association is in arrears on the record dates provided below, and if the Board has provided each ineligible Member with notice of the arrearage and an opportunity to become eligible and such delinquent Member has failed or refused to take the required action to become eligible, then the Board shall be entitled to treat such Member as an Ineligible Member. In addition, those Members who have been notified in writing pursuant to TUCA requirements that they are in violation of any provision Declaration or other governing documents of the Condominium and have failed to cure the same after notice and an opportunity to cure shall also be deemed an Ineligible Member. The Board shall not be required to deliver notices of meetings of the Association to Ineligible Members and the Board may preclude Ineligible Members from (i) voting at meetings of the Association, and/or (ii) being elected to serve as a Director or appointed to serve as an Officer. The Board may specify the manner, place, and time for payment for purposes of restoring eligibility. All quorums, votes, and consents of the Members shall be based on "eligible votes" rather than total votes.

5.6. RECORD DATES.

- 5.6.1. Determining Notice Eligibility. The record date for determining the Members and any First Mortgagees entitled to notice of a meeting of the Association shall be the date which is 30 days prior to the date of that meeting.
- 5.6.2. Determining Voting Eligibility. The record date for determining the Members and any First Mortgagees entitled to vote at a meeting of the Association shall be the 30th day before the date of a meeting of the Association at which Members will vote.
- 5.6.3. Determining Rights Eligibility. The record date for determining the Members and any First Mortgagees entitled to exercise any rights, other than those described in the preceding two paragraphs, shall be the 30th day before the date of action for which eligibility is required, such as nomination to the Board.
- 5.6.4. Adjournments. A determination of Members entitled to notice of or to vote at a meeting of the Association is effective for any adjournment of the meeting unless the Board fixes a new date for determining the right to notice or the right to vote. The Board 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 90 days after the record date for determining Members entitled to notice of the original meeting.

5.7. VOTING MEMBER LIST. The Board shall prepare and make available a list of the Association's voting Members.

5.8. QUORUM. At any meeting of the Association, the presence at the beginning of any meeting in person or by proxy of Members entitled to cast at least twenty percent (20%) of the eligible votes (but not less than 10% of the aggregate votes, including ineligible votes, in the Association) that may be cast for election of the Board shall constitute a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of Members constituting a quorum.

5.9. LACK OF QUORUM. If a quorum is not obtained, the meeting may be adjourned to a later date and time, not more than 90 days hence, for the purpose of obtaining a quorum.

5.10. VOTES. The vote of Members representing at least a Majority of the eligible votes cast at any meeting at which a quorum is present shall be binding upon all Members for all purposes, except when a higher percentage is required by these Bylaws, the Declaration, TUCA or any other applicable laws of the State of Texas. Cumulative voting is prohibited. Voting on any question (other than election of Directors) may be by voice vote, proxy, or show of hands unless the presiding Officer shall order, or any Member shall demand, that voting be by roll call or by written ballot.

5.10.1. Co-Owned Units. If a unit is owned by more than one Member, the vote appurtenant to that unit shall be cast in accordance with Section 82.110(a) of TUCA.

5.10.2. Association-Owned Units. If a unit is owned by a Corporation, the vote appurtenant to that unit may be cast by any officer of the Corporation in the absence of express written notice of the designation of a specific person by the board of directors or bylaws of the owning Corporation. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express written notice of the designation of a specific person by the owning partnership. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of a Corporation or partnership is qualified to vote.

5.10.3. Association Owned Units. Units owned by the Association shall be voting but a unanimous decision of the Directors shall be required to cast the vote or votes for the Association owned unit.

5.11. PROXIES. Votes may be cast in person or by written proxy. To be valid, each proxy shall (i) be signed and dated by a Member or his attorney-in-fact; (ii) identify the unit to which the vote is appurtenant; (iii) name the person in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (iv) identify the purpose or meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be delivered to the Secretary or to the person presiding over the Association meeting for which the proxy is designated. Unless the proxy specifies a shorter or longer time, it shall terminate 11 months after its date and if the proxy is

irrevocable it shall terminate 11 months after its date unless it provides for a sooner termination date. **[Note State law provides that irrevocable proxies may remain valid for not longer than 11 months.]** To revoke a proxy, the granting Member must give actual written notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless so revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled shall be valid when such meeting reconvenes. Proxies may be delivered via facsimile to the Secretary or person presiding over the Association meeting. It shall be the duty of the person sending a proxy facsimile to confirm its actual receipt.

5.12. CONDUCT OF MEETINGS. The President, or any person designated by the Board, shall preside over meetings of the Association. The Secretary shall keep, or cause to be kept, the minutes of the meeting which shall record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Governing Documents. Votes shall be tallied by tellers appointed by the person presiding over the meeting.

5.13. ORDER OF BUSINESS. Unless the notice of meeting states otherwise, the order of business at meetings of the Association shall be as follows:

- Determine votes present by roll call or sign-in
- Confirmation of quorum
- Proof of notice of meeting
- Reading and approval of minutes of preceding meeting
- Reports
- Election of Directors (when required)
- Unfinished or old business
- New business

5.14. ADJOURNMENT OF MEETING. At any meeting of the Association, a Majority of the Members present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

5.15. ACTION WITHOUT MEETING. Subject to Board approval, any action which may be taken by a vote of the Members at a meeting of the Association may also be taken without a meeting by written consents. The Board may permit Members to vote by ballots delivered by hand, mail, facsimile transmission, or any combination of these. Subject to any time limits found in the Act, written consents by Members required by the Governing Documents, shall constitute approval by written consent. This paragraph may not be used to avoid the requirement of an annual meeting. This paragraph shall not apply to the election of Directors.

5.16. TELEPHONE MEETINGS. Members of the Association may participate in and hold meetings of the Association by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear and speak to each other. Participation in such meeting shall constitute presence in person at the meeting, except where a

person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE 6 **RULES**

6.1. **RULES**. The Board shall have the right to establish and amend, from time to time, reasonable community rules and regulations for: (i) the administration of the Association and the Governing Documents; (ii) the maintenance, management, operation, use, conservation, and beautification of the condominium; and (iii) the health, comfort, and general welfare of the Occupants; provided, however, that such rules may not be in conflict with law or the Governing Documents and must affect the common elements or other units and further provided that to the extent the same constitute restrictions on use, occupancy, or alienation of any Unit, the rules so adopted may only be to implement the use, occupancy or alienation provisions that are set forth in the Declaration. The Board shall, at all times, maintain the then current and complete rules in a written form which can be copied and distributed to the Members. Rules need not be recorded in the county's public records.

6.2. **ADOPTION AND AMENDMENT**. Any rule may be adopted, amended, or terminated by the Board, provided that the rule and the requisite Board approval are properly recorded as a resolution in the minutes of the meeting of the Board.

6.3. **NOTICE AND COMMENT**. The Board shall give written notice to an owner of each unit of any amendment, termination, or adoption of a rule, or shall publish same in a newsletter or similar publication which is circulated to the Members, at least 10 days before the rule's effective date. The Board may, but shall not be required, to give similar notice to Occupants who are not Members. Any Member or Occupant so notified shall have the right to comment orally or in writing to the Board on the proposed action.

6.4. **DISTRIBUTION**. Upon request from any Member or Occupant, the Board shall provide at no cost a current and complete copy of rules. Additionally, the Board shall, from time to time, distribute copies of the current and complete rules to an owner of each unit and, if the Board so chooses, to non-Member Occupants.

ARTICLE 7 **ENFORCEMENT**

The violation of any provision of the Governing Documents shall give the Board the right, after notice and hearing, except in case of an emergency, in addition to any other rights set forth in the Governing Documents:

- a. To enter the unit or limited common element in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition (except for additions or alterations of a permanent nature that may exist in that unit) that is existing and creating a danger to the common elements contrary to the intent and meaning of the provisions of the

Governing Documents. The Board shall not be deemed liable for any manner of trespass by this action; or

- b. To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. This includes the right to evict Occupants who are not owners and the right to cause any such Occupants to attorn to the Association for any owner who is delinquent in his dues or assessments to the Association.

ARTICLE 8

OBLIGATIONS OF THE OWNERS

8.1. NOTICE OF SALE. Any owner intending to sell his unit or any interest therein shall give written notice to the Board of such intention, together with (i) the address or legal description of the unit being conveyed, (ii) the name and address of the intended purchaser, (iii) the name, address, and phone number of the title company or attorney designated to close such transaction, (iv) names and phone numbers of real estate agents, if any, representing seller or purchaser, and (v) scheduled date of closing. An owner shall furnish this information to the Board no less than 10 working days before the date of conveyance of the unit or any interest therein.

8.2. PROOF OF OWNERSHIP AND OTHER INFORMATION WHICH MUST BE FURNISHED. Except for those owners who initially purchase a unit from Declarant, any person, on becoming an owner of a Unit, shall furnish to the Board (i) evidence of ownership in the Unit, including the Unit owner's name, mailing address and driver's license number and State of issuance, if any (ii) the name and address of any holder of the lien against the Unit and the loan number, if any, (iii) the name, address and telephone number of any person occupying the Unit other than the Unit owner, and (iv) the name, address and telephone number of any person managing the Unit as the agent of the Unit owner, all of which information shall remain in the files of the Association. Such information shall be so furnished by the Unit Owner within thirty (30) after the date on which record title becomes vested in such new owner and again within thirty (30) after the date on which the owner receives notice or becomes aware of any change in such information. A Member shall not be deemed to be in good standing nor be entitled to vote at any annual or special meeting of the Association unless these requirements are first met. These requirements may be satisfied by receipt of a Board-approved form that is completed and acknowledged by a title company or attorney at the time of conveyance of the unit or any interest therein.

8.3. OWNERS' ADDRESSES. The owner or the several co-owners of a unit shall register and maintain one mailing address to be used by the Association for mailing of monthly statements, notices, demands, and all other communications. The owner shall keep the Association informed of the Member's current mailing address. If an owner fails to provide or maintain a current mailing address with the Association, the address of that owner's unit shall be deemed to be his mailing address and such correspondence shall be directed to the "unit owner.

8.4. REGISTRATION OF MORTGAGEES. An owner who mortgages his unit shall furnish the Board with the name and mailing address of his mortgagee and shall specifically identify whether such Mortgagee is a First Mortgagee.

8.5. ASSESSMENTS. All owners shall be obligated to pay assessments imposed by the Association to meet the common expenses as defined in the Declaration. A Member shall be deemed to be in good standing and entitled to vote at any meeting of the Association if he is current in the assessments, fines and penalties made or levied against him and his unit and has furnished the information required under Article 8 of these Bylaws.

8.6. COMPLIANCE WITH DOCUMENTS. Each owner shall comply with the provisions and terms of the Governing Documents, and any amendments thereto. Further, each owner shall always endeavor to observe and promote the cooperative purposes for which the condominium was established.

ARTICLE 9 **ASSOCIATION RECORDS**

- 9.1. RECORDS. The Association shall use its best efforts to keep the following records:
- a. Minutes or a similar record of the proceedings of meetings of the Association and the Board. A recitation in the minutes that notice of the meeting was properly given shall be sufficient evidence that such notice was given.
 - b. A record of the notes, proxies and correspondence relating to amendments of the Declaration, Bylaws, or Community Rules.
 - c. Names and mailing addresses of the Members, the currency and accuracy of the information being the responsibility of the Members.
 - d. Names and mailing addresses of the Mortgagees, including all registered First Mortgagees, the currency and accuracy of the information being the responsibility of the Members and their Mortgagees.
 - e. Detailed financial records and books of account for the Association, kept in a manner consistent with generally accepted accounting principles. Such financial records shall be annually audited as provided in Section 82.114 (c) of TUCA.
 - f. A copy of the plans and specifications used to construct the condominium.
 - g. A copy of the plans and specifications acquired by the Association over time for improvements to the condominium.
 - h. Copies of income tax returns prepared for the Internal Revenue Service.
 - i. The Condominium Information Statement and all amendments thereto prepared under Section 82.152 of TUCA.

- j. Copies of the Governing Documents and all amendments to any of these. Also, for at least three years, a record of all votes or written consents by which amendments to the Governing Documents were approved.

9.2. INSPECTION OF BOOKS AND RECORDS. Books and records of the Association shall be made available for inspection and copying at the Association's registered office or principal office pursuant to applicable law.

9.3. RESALE CERTIFICATES. Any Officer may prepare or cause to be prepared, certify, and execute resale certificates in accordance with Section 82.157 of TUCA. The Association may charge a reasonable fee for preparing resale certificates. The Association may not refuse to furnish resale certificates if the fee is not paid. Any unpaid fees shall be assessed against the Unit for which the certificate is furnished.

9.4. RECORDS RETENTION. The Association records required by this Article 9 shall be kept for a minimum of 3 years after the close of the Association's fiscal year and in the case of 9.1. (a), (b), (f), and (g) until the Association is dissolved.

9.5. AMENDMENTS TO DECLARATION. To the extent that the amendment of the Declaration is otherwise permitted pursuant to the Governing Documents, the President and the Secretary acting together shall be authorized to prepare execute, certify and record amendments to the Declaration.

ARTICLE 10 **NOTICES**

10.1. CO-OWNERS. If a Unit is owned by more than one person, notice to any one co-owner shall be deemed notice to all co-owners.

10.2. DELIVERY OF NOTICES. Any written notice required or permitted by these Bylaws may be given personally, by mail, or by facsimile transmission. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the Member, First Mortgagee or any other Mortgagee at the address shown on the Association's records. If transmitted by facsimile, the notice is deemed delivered on successful transmission of the facsimile.

10.3. WAIVER OF NOTICE. Whenever any notice is required to be given to an Owner, Member, Director, First Mortgagee or any other Mortgagee, a written waiver of the notice, signed by the person entitled to such notice, whether before or after the time stated in the notice, shall be equivalent to the giving of such notice. Attendance by a Member, Director, First Mortgagee or any other Mortgagee at any meeting of the Association or Board, respectively, shall constitute a waiver of notice by such Member, Director, First Mortgagee or any other Mortgagee of the time, place, and purpose of such meeting unless that Member, Director or Mortgagee appears for the sole purpose of contesting the lawful convention of such meeting. If all Members, Directors and First Mortgagees entitled to vote on the matter at hand are present at any meeting of the Association or Board, respectively, no notice is required and any business may be transacted at such meeting.

ARTICLE 11
DECLARANT PROVISIONS

11.1. CONFLICT. The provisions of this Article 11 shall control any contrary or inconsistent provision in these Bylaws.

11.2. BOARD OF DIRECTORS. The initial Directors shall be appointed by Declarant and need not be owners or Occupants. Except to satisfy TUCA ' 82.103(c) and (d), Directors appointed by Declarant may not be removed by the Members and may be removed by Declarant only. Declarant has the right to fill vacancies in any Directorship vacated by a Declarant appointee unless TUCA ' 82.103(c) or (d) is then applicable to the selection process.

11.3. ORGANIZATIONAL MEETING. Not later than the 31st day after the conveyance of 75% of the units in the Condominium to persons other than the Declarant, or sooner at Declarant's option, Declarant shall call an organizational meeting of the Members for the purpose of electing Directors, by ballot of Members. Notice of the Members' organizational meeting shall be given as if it were notice of an annual meeting.

ARTICLE 12
AMENDMENTS TO BYLAWS

12.1. PROPOSALS. These Bylaws may be amended by the Members according to the terms of this Article. The Association shall provide an owner of each unit and any First Mortgagees entitled to vote thereon with the exact wording of any proposed amendment. Such description shall be included in the notice of any annual or special meeting of the Association if such proposed amendment is to be considered at said meeting.

12.2. CONSENTS. An amendment shall be adopted by the vote, in person or by proxy, or written consent, or by mail, facsimile transmission or a combination of all of the above, of Members representing at least 50% of the eligible votes (and at least 25% of the total votes) of Members, plus the requisite number of First Mortgagees who may be entitled to vote on such amendment (as determined by reference to the Declaration). [TUCA ' 82.106 (a) (b)].

12.3. EFFECTIVE. To be effective, each amendment must be in writing, reference the names of the condominium and the Association, be signed by at least the President and Secretary of the Association acknowledging the requisite approval of Members, and any required First Mortgagees and be delivered to an owner of each unit (and any First Mortgagees who were entitled to vote thereon) at least 10 days before the amendment's effective date. Further, if these Bylaws are publicly recorded in Williamson County, the amendment must recite the recording data for the Bylaws, be in a form suitable for recording as a public record in Williamson County, and be recorded with the county clerk in the Official Public Records of Williamson County, Texas.

12.4. DECLARANT PROTECTION. As long as the Declarant owns a unit in the condominium, no amendment of these Bylaws may affect the Declarant's rights herein without the Declarant's written and acknowledged consent. Specifically, this section and Article 11 may not be

amended without prior written approval of the Declarant, which approval must be set forth in the amendment instrument.

ARTICLE 13 **GENERAL PROVISIONS**

13.1. CONFLICTING PROVISIONS. If any provision of these Bylaws conflicts with any provision of the laws of the State of Texas, such conflicting Bylaws provision shall be null and void, but all other provisions of these Bylaws shall remain in full force and effect. In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

13.2. SEVERABILITY. Invalidation of any provision of these Bylaws, by judgment or court order, shall in no wise affect any other provision, which shall remain in full force and effect. The effect of a general statement shall not be limited by the enumerations of specific matters similar to the general.

13.3. FISCAL YEAR. The fiscal year of the Association shall be set by resolution of the Board and is subject to change from time to time as the Board shall determine. In the absence of a resolution by the Board, the fiscal year shall be the calendar year.

13.4. WAIVER. No restriction, condition, obligation, or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

13.5. SEAL. A corporate seal may be adopted for use by the Association but shall not be required to be used by Association.

13.6. NOTICE OF INDEMNIFICATION OF OR ADVANCE OF EXPENSES. Any indemnification of or advance of expenses to an Officer, Director or other person in accordance with the Articles or these Bylaws shall be reported in writing to the Members with or before the notice or waiver of notice of the next Member's meeting or with or before the next submission to Members of a consent to action without a meeting pursuant to Section A of Article 1396-9.10, of the Act, as amended, and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

15/ITC/MMH/2020586ARB

COMMUNITY RULES OF

TRINITY GATTIS OFFICE CONDOMINIUM ASSOCIATION, INC.

(A Texas Condominium)

These Rules apply to the Units and Common Elements of the Trinity Gattis Office Condominium Regime as established by the DECLARATION OF CONDOMINIUM REGIME FOR TRINITY GATTIS OFFICE CONDOMINIUM recorded in Document Number 2020065725, the Official Public Records, Williamson County, Texas (the "Condominium"). By owning or occupying a Unit in the Condominium, each owner and tenant agrees to abide by these Rules, as well as the obligations of owners and tenants provided in the Declaration and Bylaws.

For the convenience of the Condominium owners and tenants, these Rules restate some of the rules and covenants contained in the Declaration. Most of these Rules, however, are in addition to the restrictions found 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 governing documents, the hierarchy of authority shall be as follows: Declaration (highest), Bylaws, these Rules (lowest).

A. COMPLIANCE

- A-1. **Compliance.** Each owner shall comply with the provisions of these Rules, the Declaration, the Bylaws, and community policies promulgated by the Board to supplement these Rules, as any of these may be revised from time to time (collectively, the "**governing documents**"). Each owner, additionally, shall be responsible for compliance with the governing documents by the occupants of his Unit, and his or their respective family, invitees, tenants, agents, employees, or contractors. Use of "owner" or "tenant" in these Rules shall be deemed to include and apply to the owner and to all persons for whom the owner is responsible. An owner should contact the Association manager or Board if he has a question about these Rules.
- A-2. **Additional Rules.** Each occupant and tenant shall comply with all rules and signs posted from time to time on the Condominium by Trinity Gattis Office Condominium Association, Inc. (the "Association"). Such posted rules are incorporated in these Rules by reference. Each occupant shall comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Condominium. Such temporary rules are incorporated in these Rules by reference.
- A-3. **Waiver.** Certain circumstances may warrant waiver or variance of these Rules. An owner must make written application to the Board for such waiver or variance. If the Board deems the waiver or variance warranted, the Board may condition its approval, which must be in writing to be effective.

B. OBLIGATIONS OF OWNERS AND OCCUPANTS

- B-1. Safety. Each tenant is solely responsible for his own safety and for the safety, well-being and supervision of his guests and any person on the Condominium to whom the tenant has a duty of care, control, or custody.
- B-2. Damage. Each owner is responsible for any loss or damage to his Unit, other Units, the personal property of other tenants or their guests, or to the Common Elements and improvements, if such loss or damage is caused by the owner or by any person for whom the owner is responsible.
- B-3. Association Does Not Insure Your Unit for more than basic finish out at Closing. Each owner or occupant is solely responsible for insuring additional finish out, fixtures and improvements a Unit and personal property in the Unit and on the Condominium, including furnishings, office equipment, automobiles, and items kept in storage areas provided by the Association, if any. Personal property placed in or on the Condominium shall be solely at the risk of the occupant or the owner of such personal property. **The Association requires owners and occupants to purchase both damage and liability insurance on their Unit and to include the Association as an additional insured on owner's policy.**
- B-4. Risk Management. No occupant shall permit anything to be done or kept in his Unit or the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which may be in violation of any law.
- B-5. Reimbursement for Enforcement. An owner shall promptly reimburse the Association for any expenses incurred by the Association in enforcing the governing documents against the owner, his Unit, or persons for whom the owner is responsible.
- B-6. Reimbursement for Damage. An owner shall promptly reimburse the Association for the cost of damage to the Condominium caused by the negligence or willful conduct of the owner or the persons for whom the owner is responsible.

C. OCCUPANCY STANDARDS

- C-1. 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.
- C-2. Written Leases. Each lease must be in writing and must contain a provision showing that the lessee or tenant has read and will comply with all provisions of these Rules.

D. GENERAL USE AND MAINTENANCE OF UNITS

- D-1. Office Use. Uses of Units are restricted to those uses allowed by the City of Cedar Park in the "General Office" zoning district, and may not be used for residential, industrial, retail, or

manufacturing purposes. A Unit may not be leased for non-office purposes. Less than the entire Unit may be leased or subleased. Executive office suites or subtenants are permitted.

- D-2. Annoyance. No Unit may be used in any way that: (i) may reasonably be considered annoying to occupants of neighboring Units; (ii) may be calculated to reduce the desirability of the Condominium as an office community; (iii) may endanger the health or safety of other occupants; or (iv) may violate any law or any provision of the governing documents.
- D-3. Maintenance. Each owner, at his sole cost and expense, shall maintain his Unit and keep it in good repair.
- D-4. Insurance. Each owner, at his sole cost and expense, shall maintain an adequate policy of insurance on his Unit, including property and casualty insurance.
- D-5. Entry Porch. Each occupant shall keep his Unit and entry porch, if any, in a good state of cleanliness as determined by the Board.
- D-6. Glass. Each owner, at his sole cost and expense, shall promptly repair and replace any broken or cracked glass (whether exterior or interior) in the owner's Unit's windows and doors.
- D-7. Air Conditioning Equipment. Each owner, at his sole cost and expense, shall maintain, repair, and replace the heating and cooling equipment/system serving his Unit, including the associated air handlers, condensing units, duct work and vents.
- D-8. Combustibles. An occupant shall not store or maintain, anywhere on the Condominium (including within a Unit), explosives or materials capable of spontaneous combustion.
- D-9. Report Malfunctions. An occupant shall immediately report to the Board his discovery of any leak, break, or malfunction in any portion of his Unit or the adjacent Common Elements for which the Association has a maintenance responsibility. The failure to promptly report a problem may be deemed negligence by the occupant, who may be liable for any additional damage caused by the delay.
- D-10. Utilities. Each occupant shall endeavor to conserve the use of utilities furnished through the Association, including water consumption within his Unit.
- D-11. Frozen Water Pipes. Because the Condominium is constructed with water lines in exterior walls, it is the duty of every owner to protect such water lines from freezing during winter months. Between November 1, and March 1 of each year, no Unit may be left unheated. During periods of anticipated below-freezing temperatures, water lines in exterior walls should be allowed to drip continuously, and cabinets enclosing plumbing lines should be left ajar. Failure by an owner or tenant to monitor the local weather and take appropriate precautions shall be deemed negligence.
- D-12. Parking. Parking spaces closest to the buildings should be left open and available for clients

and patients visiting the Condominium. If necessary, an Owner may park directly in front of the Owner's Unit, but neither Owner nor Owners employee(s) may park directly in front of another Owner's Unit.

- D-13. Compliance with Hazardous Material Laws. All owners and occupants shall comply with all laws, ordinances and regulations with respect to hazardous materials. No owner shall permit any hazardous materials to be stored or released anywhere in the Condominium.

E. GENERAL USE & MAINTENANCE OF COMMON ELEMENT(S)

- E-1. Intended Use. Every area and facility in the Condominium may be used only for its intended and obvious use. For example, walkways, sidewalks and driveways are to be used exclusively for purposes of access, not for social congregation or recreation without the express permission of the Board.
- E-2. Grounds. Unless the Board designates otherwise, occupants may not use or abuse any landscaped area, lawns, beds, and plant materials on the Common Elements.
- E-3. Abandoned Items. No item or object of any type shall be stored, placed, or maintained anywhere on the general Common Elements, including window sills, passageways and courtyards, except by the Board or with the prior written consent of the Board. Items of personal property found on general Common Elements are deemed abandoned and may be disposed of by the Board.
- E-4. Stored Items. If the Association provides storage areas for use by occupants, occupant agrees that the Association is not responsible for items stored there by occupant, who shall be solely liable at all time for his personal property. Any use of the limited common elements for outside storage and/or vehicle parking shall be subject to reasonable regulation by the Condominium and all applicable municipal ordinances and shall be screened.

F. COMMUNITY ETIQUETTE

- F-1. Courtesy. Each occupant shall endeavor to use his Unit and the Common Elements in a manner calculated to respect the rights and privileges of other occupants.
- F-2. Annoyance. An occupant shall avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other occupants or their guests, or the Association's employees and agents.
- F-3. Noise and Odors. Each occupant shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb occupants of other Units.
- F-4. Reception Interference. Each occupant shall avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Condominium.

- F-5. No Personal Service. The Association's employees and agents are not permitted or authorized to render personal services to occupants. Each occupant agrees that the Association is not responsible for any item or article left with or delivered to the Association's employees or agents on behalf of such occupant.
- F-6. Compliance with Law. Occupants may not use the Condominium for unlawful activities. Occupants shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules, and regulations of the City of Cedar Park, Texas. An occupant who violates this provision shall hold the Association and other owners and occupants harmless from all fines, penalties, costs, and prosecutions for the occupant's violation or noncompliance.

G. ARCHITECTURAL CONTROL

- G-1. Common Elements. Without the Board's prior written approval, a person may not change, remodel, decorate, destroy, or improve the Common Elements, nor do anything to change the appearance of the Common Elements, including without limitation any entry door, landing or walkway appurtenant to the Unit.
- G-2. Prohibited Acts. No person may:
- a. Post signs, notices, or advertisements on the Common Elements or in a Unit if visible from outside his Unit unless approved by the Board. This prohibition applies to "For Sale" or "For Lease" signs placed outside of a Unit and within Common Area.
 - b. Place or hang an object in, on, from, or above any window, interior windowsill, balcony, or patio that, in the Board's opinion, detracts from the appearance of the Condominium.
 - c. Erect or install exterior horns, lights, speakers, aerials, antennas, or other transmitting or receiving equipment, or cause anything to protrude through an exterior wall or roof unless approved by the Board.
 - d. Place decorations on exterior walls or doors, or on the general Common Elements, except as allowed by the Association in writing.
- G-3. Window Treatments. An owner may install window treatments inside his Unit, at his sole expense, provided:
- a. Aluminum foil and reflective window treatments are expressly prohibited; and
 - b. Window treatments must be maintained in good condition and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Board.

- G-4. Signage. During the Development Control Period, all signage must be approved in writing by Declarant. Following expiration of the Development Control Period, signage applications must be submitted to the Board of Directors for approval as provided in Section G-5 below. In general, the plan for signage is a sign above the door to the Unit(s) as shown on the diagram attached hereto as Exhibit G-4, and a listing of the company name and Unit number on the monument/directory sign for the Trinity Gattis Office Condominium.
- G-5. Board Approval. To obtain the Board's written consent for a modification, an owner must submit to the Board complete plans and specifications showing the nature, kind, shape, size, materials, colors, and location for all proposed work, and any other information reasonably requested by the Board. The Board's failure to respond to the owner's written request within thirty (30) days after it receives the owner's request shall be construed as an objection to the proposed changes.

H. VEHICLE RESTRICTIONS

- H-1. Permitted Vehicles. To be permitted on the Condominium, a vehicle must be operable. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted on the Condominium without the Board's consent: trailers, boats, recreational vehicles, buses, large commercial trucks, industrial vehicles. The Board may, in its discretion, require designated parking stickers for all vehicles parking in the Condominium. There shall be no overnight storage or parking in General Common Areas.
- H-2. Repairs. Washing, repairs, restoration, or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- H-3. Space Use. Because of limited offstreet parking, all parking spaces on the Condominium shall be used for parking purposes only and may not be used for storage. No parking space may be enclosed or used for any purpose that prevents the parking of vehicles. The Association reserves the right to adopt reasonable rules for the allocation and use of all parking spaces on the Condominium.
- H-4. No Obstruction. No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the Condominium. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Condominium. No vehicle may be parked, even temporarily, in spaces reserved for others, in firelanes, or in any area designated as "No Parking".
- H-5. Nuisances. Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns on the Condominium is discouraged. No vehicle may be kept on the Condominium if the Board deems it to be unsightly, inoperable, inappropriate, or otherwise violative of these Rules.

- H-6. Violations. Any vehicle in violation of these Rules may be stickered, wheel-locked, and towed or otherwise removed from the Condominium by the Board, at the expense of the vehicle's owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

I. TRASH DISPOSAL

- I-1. General Duty. Occupant shall not litter Common Elements, shall endeavor to keep the Condominium clean, and shall dispose of all refuse in receptacles provided specifically by the Association for that purpose.
- I-2. Hazards. Occupant may not store trash inside or outside his Unit in a manner that encourages vermin, causes odors, or may permit the spread of fire.
- I-3. Excess Trash. Occupant shall place trash entirely within a dumpster, and may not place trash outside, next to or on top of a dumpster. If a dumpster is full, occupant should locate another dumpster or hold his trash. Boxes and large objects should be crushed or broken down before being placed in dumpster. Dumpster doors are to be closed at all times when not in use. Occupant shall arrange privately for removal of discarded furnishings or any unusually large volume of debris.

J. MISCELLANEOUS

- J-1. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium less attractive to intruders than it otherwise might be. The Association, its directors, committees, members, agents, and employees, shall not in any way be considered an insurer or guarantor of security within the Condominium, and shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each owner, occupant, guest, and invitee on the Condominium assumes all risk for loss or damage to his person, to his Unit, to the contents of this Unit, and to any other of his property on the Condominium. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment or measures recommended, installed or undertaken within the Condominium.
- J-2. Right to Hearing. An owner may request in writing a hearing by the Board regarding an alleged breach of these Rules by the owner or an occupant of the owner's Unit. The Board will schedule a hearing within thirty (30) days of receiving the owner's written request. At the hearing, the Board will consider the fact and circumstances surrounding the alleged violation. The owner may attend the hearing in person or may be represented by another person or written communication.
- J-3. Mailing Address. An owner who receives mail at any address other than the address of his Unit shall be responsible for maintaining with the Association his current mailing address. Notifications of change of name or change of address should be clearly marked as such. All

notices required to be sent to owners by the governing documents shall be sent to an owner's most recent address as shown on the records of the Association. If an owner fails to provide a forwarding address, the address of that owner's Unit shall be deemed effective for purposes of delivery.

J-4. Revision. These Rules are subject to being revised, replaced, or supplemented. Owners and occupants are urged to contact the management office to verify the rules currently in effect on any matter of interest. These Rules shall remain effective until ten (10) days after the Association mails notice of an amendment or revocation of these Rules to an owner of each Unit.

J-5. 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, Articles of Incorporation, and the laws of the State of Texas.

CERTIFICATE

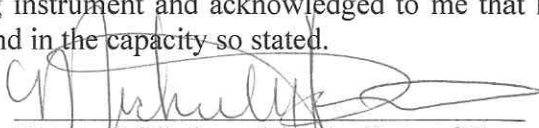
I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the Community Rules of the Trinity Gattis Office Condominium Association, Inc., a Texas nonprofit corporation and condominium association, as adopted by the initial Board of Directors by Unanimous Written Consent of Directors In Lieu of Organizational Meeting effective June 15, 2020..

Trinity Gattis Office Condominium Association, Inc.

By: _____
Sijo Vadakkan, President

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on June 15, 2020 personally appeared Sijo Vadakkan, President of Trinity Gattis Office Condominium Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of such corporation, and in the capacity so stated.



Notary Public in and for the State of Texas

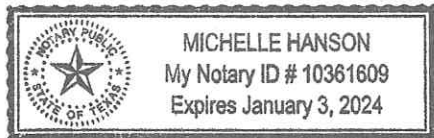
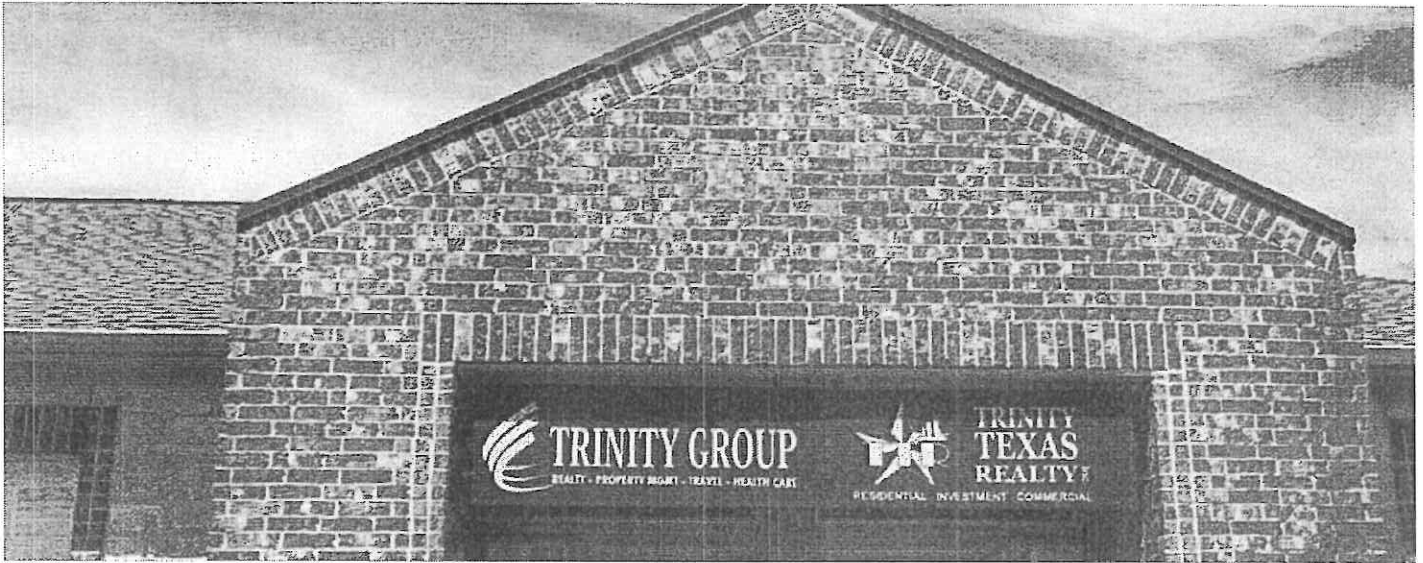


EXHIBIT "G - 4"
General Plan for Signage on Units



RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2020074071

COND Fee: \$57.00
07/07/2020 12:26 PM OSALINAS



Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas

Return to:
Independence Title
5830 Shepherd Mountain Cove
Bldg II, Ste. 200
Austin, TX 78730

ITC (2)

EXHIBIT "5"

PROJECTED OR PRO FORMA BUDGET: [TUCA §82.153(a)(6)]

The following Budget is based upon estimates derived from the operational histories of properties similar to the property subject to the Condominium Regime. The Association's first budget year commences on the sale of the first unit; which the Declarant anticipates will be in 2020. All estimated expenses (other than taxes) are shown with a projected monthly assessment cost per unit. The budget assumes that in the first budget year all forty-one units will be built and sold during such year to persons other than the Declarant, and as such will then become subject to regular monthly assessments by Trinity Gattis Office Condominium Association, Inc. (the "Association"). The budget assumes that the shortfall for the unsold units during the three years following the sale of the first unit will be defrayed by the Declarant.

- a. **Budget:** Attached is a projected or pro forma budget for the first three fiscal years of the Association following the date the first unit sold. Also attached is a "Stabilized Operating Budget" projecting a monthly unit assessment of \$200.00 upon the sale of all 41 units which must be built, to persons other than the Declarant. This monthly payment includes water and wastewater charges for each Unit but does not include payment of ad valorem taxes on the units and common area, which the Budget preparer assumes will be separately rendered and assessed to each unit by the taxing authority.
- b. **Preparer:** In preparing the budget, the preparer has certified that due consideration of the physical condition of the condominium has been considered. To the Declarant's knowledge and belief, the Budget is based on reasonable assumptions. The Budget includes a reserve for replacements and repairs.
- c. **Taxes:** Because the condominium regime will not be separately rendered for the ad valorem property taxes in 2021, only the ad valorem taxes for the value of the land on January 1, 2020 will be taxed in 2020.

In 2020, the proration will be calculated by dividing the total 2020 ad valorem tax by the 41 Units which must be built, with the tax attributed to each unit being prorated between Declarant and the unit purchaser to the date of closing on that unit. A pro rata monthly tax estimate is not included in the estimated monthly assessment. A lender may require an estimate of the pro rata ad valorem tax liability for a unit sold to be included in a monthly escrow payment to the lender.

The budgets do not include any projected assessment for the improvements that will comprise the units. Each unit owner will be responsible for any tax that is assessed against his or her unit. Declarant has not attached a projected budget or budgets based on varying assumptions about the number of units that may be added and sold during each budget year.

The attached budget pertains to the maximum time (3 years) from the date of the sale of the first Unit during which the Declarant shall periodically pay an amount equal to all operational expenses of the Association, less the operational expense portion of the

assessments paid by Unit Owners other than Declarant. Consequently, during this period, the sale of the unit, rather than the occupancy of a unit, will determine when regular monthly assessments for that unit begin.

The projected budget was prepared for the Declarant by Sijo Vadakkan, who is an experienced property manager. The preparer certifies that the pro forma budget has been prepared in accordance with generally accepted accounting principles. In preparing the budget the preparer has certified that due consideration of the physical condition of the condominium has been considered. To the Declarant's knowledge and belief, the Budget has been based on reasonable assumptions.

The Budget includes an initial reserve of \$400.00 per Unit, being 2 times the monthly assessment, to be collected from the purchaser of each Unit at closing for the Association.

The Budget does not include any projected tax assessment for the improvements that will comprise the Units and each owner will be responsible for paying his or her tax on the improvements which comprise his or her Unit. In each year that any units are not separately assessed, each owner of a unit that is not so separately assessed shall adjust with the Declarant at the time of the closing of his or her unit, any tax that is assessed to the entire regime and attributable in part to any improvements comprising such owner's unit. For purposes of such adjustment, it shall be presumed that any assessment for improvements on the entire regime is attributable to all units that are completed in the regime during that calendar year. The total assessment shall then be calculated and apportioned as provided in the notes attached to the Budget.

- d. **Assumptions About Occupancy:** During Declarant's control period, which runs from the date of the sale of the first Unit until the earlier of 120 days following the sale of 75% of the 41 Units which must be built or 3 years, Unit Owners will be paying regular monthly assessments and the Declarant will be paying the budgeted operational shortfall for such units. The attached budgets are, therefore, based upon assumptions pertaining to the sales of units that must be built, rather than upon assumptions regarding the occupancy of those units. Declarant has not attached projected budgets based on the varying assumptions about the number of units that may be occupied during the budget years.
- e. **Assumptions About Inflation:** All budgets are based on a 100 percent net collection rate and the estimates are in current dollars unadjusted for possible inflation.

Certification by Person Preparing this Projected Budget: I, Sijo Vadakkan, prepared the attached projected budget for the Declarant. In preparing the attached budget, I hereby certify that due consideration of the physical condition of the condominium was taken into account.

Sijo Vadakkan

Date: July 20, 2020

EXHIBIT 6

TEX PR. CODE ANN. § 82.156 : TUCA - Sec. 82.156. Purchaser's Right to Cancel.

(a) If a purchaser of a unit from a unit owner other than a Declarant has not received from the seller the declaration, bylaws, and association rules required by Section 82.157 before the purchaser executes a contract of sale or if the contract does not contain an underlined or bold-print provision acknowledging the purchaser's receipt of those documents and recommending that the purchaser read those documents before executing the contract, the purchaser may cancel the contract before the sixth day after the date the purchaser receives those documents. If a purchaser has not received a resale certificate before executing a contract of sale, the purchaser may cancel the contract before the sixth day after the date the purchaser receives the resale certificate or executes a waiver under Section 82.157, whichever occurs first.

(b) If a purchaser from a Declarant has not received the condominium information statement before the purchaser executes a contract of sale or if a contract does not contain an underlined or bold-print provision acknowledging the purchaser's receipt of the condominium information statement and recommending that the purchaser read the condominium information statement before executing the contract, the purchaser may cancel the contract before the sixth day after the date the purchaser receives the condominium information statement.

(c) If a purchaser elects to cancel a contract under Subsection (a) or (b), the cancellation must be by hand-delivering written notice of cancellation to the Declarant or selling unit owner or by mailing notice of cancellation by certified United States mail, return receipt requested, to the offeror or the offeror's agent for service of process within the five-day cancellation period. Cancellation is without penalty, and all payments made by the purchaser before cancellation must be refunded.

(d) A selling unit owner may not require a purchaser to close until the purchaser is given the declaration, bylaws, and any association rules. A Declarant may not require a purchaser to close until a condominium information statement has been furnished to the purchaser.

Added by Acts 1993, 73rd Leg., Ch. 244, Sec. 1, Eff. Jan. 1, 1994.