Affidavit of Authenticity

Texas

TRV 2012005268
21 PGS

Travis County

I, Paul Meisler, being first duly sworn, and as the authorized agent for the association, state that I have personal knowledge of the fact that the attached **By-laws of Spicewood Point Townhomes Owners Association, Inc.** is a true, correct and complete copy of the original and that the original document has been misplaced and will never be found.

Paul Meisler

Subscribed and sworn to before me,
This 1 day of December, 20 11.

Angela M. Hernandez
Notary Public of Board Deputy

ANGELA M. HERNANDEZ
Notary Public, State of Texas
My Commission Expires
February 17, 2013

Once recorded please return documents to:

Spicewood Point Townhomes Owners Association, Inc.
c/o Pioneer Real Estate Services
611 South Congress Ave #510
Austin, TX 78704

BY-LAWS

OF

SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC.

(A Texas Non-Profit Corporation)

Travis County, Texas

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FOR BY-LAWS OF

SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC.

(A Texas Non-Profit Corporation)

BY-LAWS

OF

SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC.

(A Texas Non-Profit Corporation)

ARTICLE I

NAME

1.1 NAME. The name of the organization shall be SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC., hereinafter called "Association".

ARTICLE II

PURPOSE AND OWNER OBLIGATION

2.1 PURPOSE. The purpose for which this non-profit Association is formed is to govern the Condominium Property situated in the County of Travis, State of Texas, which Property is described on the attached Exhibit "A", which by this reference is made a part hereof, and which Property has been submitted to a Regime according to the provisions of the Condominium Act of the State of Texas.

2.2 OWNER OBLIGATION. All present or future owners, tenants, future tenants or any other person who might use the facilities of the Project in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the Condominium Units (hereinafter referred to as "Units") of the Project or the mere act of occupancy of any of said Units will signify that these By-Laws are accepted, ratified and will be strictly followed.

ARTICLE III

DEFINITIONS AND TERMS

3.1 MEMBERSHIP. Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with SPICEWOOD POINT TOWNHOMES during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member

arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors, if it so elects, may issue one (1) Membership Card per Unit to the Owner(s) of a Condominium Unit. Such Membership Card shall be surrendered to the Secretary whenever ownership of the Condominium Unit designated thereon is terminated.

3.2 VOTING. Unit ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association, which vote will be weighted to equal the proportionate share of ownership of the Unit Owner in the Common Elements. Voting shall not be split among more than one (1) Unit Owner. The present number of votes that can be cast by the Unit Owners is fifty-three (53). The combined weighted votes calculated in accordance with Exhibit "C" to the Condominium Declaration for SPICEWOOD POINT TOWNHOMES shall equal one hundred percent (100%).

3.3 MAJORITY OF UNIT OWNERS. As used in these By-Laws the term "majority of Unit Owners" shall mean those Owners with fifty-one percent (51%) of the votes entitled to be cast.

3.4 QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of Unit Owners" as defined in Paragraph 3.3 of this Article shall constitute a quorum.

3.5 PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE IV

ADMINISTRATION

4.1 DECLARANT CONTROL. Notwithstanding any provision herein to the contrary, and in accordance with Paragraphs 4.2 and 4.3 of the Condominium Declaration for SPICEWOOD POINT TOWNHOMES, the Declarant, SPICEWOOD ASSOCIATES, a Texas general partnership, shall retain control over management of the affairs of the Association. This retention of control shall be for the benefit of the Unit Owners and any First Mortgagees of record and for the purpose of insuring both a complete and orderly buildout and a timely sellout of the Project Units. This control shall last no longer than June 1, 1985, or upon sale of seventy-five percent (75%) of the Units, or when in the sole opinion of the Declarant the Project is viable, self-supporting and operational.

4.2 ASSOCIATION RESPONSIBILITIES. The Owners of the Units will constitute the Association of Unit Owners, hereinafter referred to as "Association", who will have the responsibility of administering the Condominium Project through a Board of Directors.

4.3 PLACE OF MEETINGS. All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Directors and designated in the notices of such meetings.

4.4 ANNUAL MEETINGS. Annual meetings shall be held the third (3rd) Tuesday of January each year. The first (1st) annual meeting shall be called by Declarant after the end of the Declarant Control Period.

4.5 SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by at least one-tenth (1/10) of the Owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Owners present, either in person or by proxy.

4.6 NOTICE OF MEETINGS. The Secretary shall mail notices of annual and special meetings to each Member of the Association, directed to his last known post office address, as shown on the records of the Association, by uncertified mail, postage prepaid. Such notice shall be mailed not less than ten (10) days nor more than twenty (20) days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. In lieu of mailing notice as herein provided, such notice may be delivered by hand or left at his residence in his absence. If requested, any Mortgagee of record or its designee may be entitled to receive similar notice.

4.7 ADJOURNED MEETING. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is attained.

4.8 ORDER OF BUSINESS. The order of business at all meetings of the Owners of Units shall be as follows:

a. Roll call.

b. Proof of notice of meeting or waiver of notice.

c. Reading of minutes of preceding meeting.

d. Reports of officers.

e. Reports of committees.

f. Election of Directors.

g. Unfinished business.

h. New business.

ARTICLE V

BOARD OF DIRECTORS

5.1 NUMBER AND QUALIFICATION. The affairs of this Association shall be governed by a Board of Directors composed initially of five (5) persons. The following persons shall act in such capacity and shall manage the affairs of the Association until their successors are elected, to-wit:

NAME	ADDRESS
Joel E. Austin	10,000 I.H. 10, Suite 416 San Antonio, Texas 78230
Adrian G. Huggins	10,000 I.H. 10, Suite 416 San Antonio, Texas 78230
David E. Morris	10,000 I.H. 10, Suite 416 San Antonio, Texas 78230
Dick E. Simmons	3415 Greystone, #307 Austin, Texas 78731
James K. Walker	10,000 I.H. 10, Suite 416 San Antonio, Texas 78230

5.2 POWERS AND DUTIES. The 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 a residential Condominium Project. The Board of Directors may do all such acts and things that are not by these By-Laws or by the Condominium Declaration for SPICEWOOD POINT TOWNHOMES directed to be exercised and done by the Owners.

5.3 OTHER POWERS AND DUTIES. The Board of Directors shall have the following duties:

a. To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Condominium Declaration.

b. To establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of this Condominium Project. (A copy of such rules and regulation shall be

delivered or mailed to each Member promptly upon the adoption thereof.)

c. To keep in good order, condition and repair all of the General and Limited Common Elements and all items of personal property used in the enjoyment of the entire Premises.

d. To insure and keep insured all of the insurable Common Elements of the Property in an amount equal to their maximum replacement value, as provided in the Declaration. Further to obtain and maintain comprehensive liability insurance covering the entire Premises in amounts not less than One Hundred Thousand Dollars ($100,000.00) per person, Three Hundred Thousand Dollars ($300,000.00) per accident and Fifty Thousand Dollars ($50,000.00) property damages, plus a One Million Dollar ($1,000,000.00) umbrella policy. To insure and keep insured all the fixtures, equipment and personal property acquired by the Association for the benefit of the Association, the Owners of the Condominium Units and their First Mortgagees.

e. To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the Owners; and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments subject to provisions of the Declaration; to levy and collect special assessments in order to meet increased operating or maintenance expenses or costs, and additional capital expenses. All monthly or other assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the assessments are being made.

f. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner, as provided in the Declaration and these By-Laws.

g. To protect and defend the entire Premises from loss and damage by suit or otherwise.

h. To borrow funds in order to pay for any required expenditure or outlay; to execute all such instruments evidencing such indebtedness which shall be the several obligations of all of the Owners in the same proportion as their interest in the Common Elements.

i. To enter into contracts within the scope of their duties and power.

j. To establish a bank account for the common treasury for all separate funds which are required or may be deemed advisable by the Board of Directors.

k. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners and any First Mortgagee of a Unit, and to cause a complete audit of the books and accounts by a competent accountant, once each year. The Association shall cause to be prepared and delivered annually to each Owner an audited statement showing all receipts, expenses or disbursements since the last such statement. Such audited financial statements shall be available to any First Mortgagee of a Unit, on request, within ninety (90) days following the fiscal year end of the Project.

l. To meet at least once each quarter.

m. To designate the personnel necessary for the maintenance and operation of the General and Limited Common Elements.

n. In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of Condominium ownership.

5.4 ELECTION AND TERM OF OFFICE. At the first (1st) annual meeting of the Association the term of office of two (2) of the Directors shall be fixed for one (1) year, the term of office of two (2) of the Directors shall be fixed at two (2) years, and the term of office of the remaining one (1) Director shall be fixed at three (3) years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The persons acting as Directors shall hold office until their successors have been elected and hold their first (1st) meeting.

5.5 VACANCIES. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his predecessor.

5.6 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one (1) or more of the Directors may be removed with or without cause by a majority of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

5.7 ORGANIZATION MEETING. The first (1st) meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

5.8 REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

5.9 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President or Secretary, or upon the written request of at least two (2) Directors. The President or Secretary will give three (3) days' personal notice to each Director by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

5.10 WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Director may in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.11 BOARD OF DIRECTOR'S QUORUM. At all meetings of the Board of Directors, 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 of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from

time to time. At any such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without additional notice.

5.12 FIDELITY BONDS. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

ARTICLE VI

OFFICERS

6.1 DESIGNATION. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors.

6.2 ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

6.3 REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

6.4 PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of both the Association and the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners to assist in the administration of the affairs of the Association. The President, or his designated alternate, shall represent the Association at all meetings of SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC.

6.5 VICE PRESIDENT. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

6.6 SECRETARY.

a. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall have charge of such books and papers as the

Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

b. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall show opposite each Member's name, the number of Members living in the Unit, the parking space, and storage space assigned for use in connection with such Unit. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

6.7 TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors, including authority to: sign all checks and promissory notes of the Association; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to him by the Board of Directors.

ARTICLE VII

MANAGEMENT CONTRACT

7.1 MANAGEMENT COMPANY. The Board of Directors shall enter into a management agreement with a management company at a rate of compensation agreed upon by the Board of Directors. In accordance with the Declaration and these By-Laws, the management company shall have, but shall not be limited to, the following functions, duties and responsibilities:

a. Fiscal Management.

(1) Prepare annual operating budget detailed to reflect expected operation for each month. 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 five (5)-year sinking fund reserve budget projection for capital expenditures on items recurring only periodically, i.e., painting, etc., for Common Elements.

(3) Prepare monthly operating and cash position statements and statements concerning sinking fund reserve accounts.

(4) Analyze and compare operating receipts and disbursements against the Board-approved budget. Where a significant variation is shown (10% above or below the budgeted amount), prepare explanations of variations from budgeted figures. Suggest corrective recommendations, if applicable.

(5) Collect maintenance fees and special assessments; deposit them in checking, savings or other income producing accounts on behalf of the Board and maintain comprehensive records thereof. Establish individual checking and sinking fund reserve accounts, as directed by the Board.

(6) Mail notices of delinquency to any Owner in arrears, and exert reasonable effort to collect delinquent accounts.

(7) Examine all expense invoices for accuracy and pay all bills in accordance with the terms of the property management agreement.

(8) Prepare year-end statement of operations for Owners.

b. Physical Management.

(1) Assume full responsibility for maintenance and control of Common Area improvements and equipment. Maintain the Property in constant repair to reflect Owner 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., as approved operating budgets.

(3) Select, train and supervise competent personnel, as directed by the Board.

(4) Compile, assemble and analyze data; and prepare specifications and call for bids for major improvement projects. Analyze and compare bids, issue contracts and coordinate the work; maintain close and constant inspection to insure that work is performed according to specifications.

(5) Perform any other projects with diligence and economy in the Board's best interests.

c. Administrative Management.

(1) Inspect contractural services for satisfactory performance. Prepare any necessary compliance letters to Vendors.

(2) Obtain and analyze bids for insurance coverage specified in By-Laws, recommend modifications or additional coverages. Prepare claims when required and follow up on payment; act as Board's representative in negotiating settlement.

(3) Exercise close liaison and supervision over all personnel to insure proper operational maintenance and to promote good Management-Resident-Owner relationships.

(4) Act as liaison for the Association in any negotiations or disputes with local, federal or state taxing agencies or regulatory bodies.

(5) Exercise close supervision over hours and working conditions of employed personnel to insure compliance with Wage and Hour and Workman's Compensation Laws.

(6) Assist in resolving individual Owner's problems as they pertain to the Association, Common Elements and governing rules and regulations.

(7) Represent an absentee Owner when requested.

(8) Administer the Condominium Project in such a way as to promote a pleasant and harmonious relationship within the complex for all Owners, Residents and Tenants alike.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

8.1 INDEMNIFICATION. The Association shall indemnify every Director or officer, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as Common Expenses; provided, however, nothing contained in this Article VIII shall be deemed to obligate the Association to indemnify any Member or Owner of a Condominium Unit, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Condominium Declaration for SPICEWOOD POINT TOWNHOMES as a Member or Owner of a Condominium Unit covered thereby.

ARTICLE IX

OBLIGATIONS OF THE OWNERS

9.1 ASSESSMENTS. All Owners shall be obligated to pay the monthly assessments imposed by the Association to meet the Common Expenses as defined in the Declaration. The assessments shall be made pro rata according to the proportionate share of the Unit Owner in and to the Common Elements and shall be due monthly in advance. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these By-Laws, only if he is current in the assessments made or levied against him and the Condominium Unit owned by him.

9.2 GENERAL.

a. Each Owner shall comply strictly with the provisions of the Condominium Declaration for SPICEWOOD POINT TOWNHOMES.

b. Each Owner shall always endeavor to observe and promote the cooperative purposes for which the Project was built.

9.3 USE OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. Each Owner may use the General Common Elements and the Limited Common Elements in accordance with the purposes for which they were intended.

9.4 DESTRUCTION OR OBSOLESCENCE. Each Owner shall, if necessary, execute a power of attorney in favor of the Association, irrevocably appointing the Association his Attorney In Fact to deal with the Owner's Condominium Unit upon its destruction, obsolescence or condemnation, as is provided in Paragraph 6.1 of the Condominium Declaration.

ARTICLE X

AMENDMENTS TO PLAN OF CONDOMINIUM OWNERSHIP

10.1 BY-LAWS.

a. After relinquishment of Declarant control of the Association, as set forth in Article IV, these By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by Owners representing at least sixty-six and two-thirds percent (66-2/3%) of the aggregate interest of the undivided Ownership of the Common Elements except for those amendments provided for in Article VIII of the Declaration, which shall require the approval of Owners and Mortagees as provided therein. In no event shall the By-Laws be amended to conflict with the Declaration. In the event of a conflict between the two (2) documents, the Declaration shall control.

b. Until relinquishment of Declarant control of the Association, these By-Laws may be unilaterally amended by the Declarant to correct any clerical or typographical error or omission, or to change any provision to meet the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration.

ARTICLE XI

MORTGAGES

11.1 NOTICE TO ASSOCIATION. An Owner who mortgages his Unit shall notify the Association through the President of the Association giving the name and

address of his Mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Condominium Units".

11.2 NOTICE OF UNPAID ASSESSMENTS. The Association shall, at the request of a Mortgagee of a Unit, report any unpaid assessments due from the Owner of such Unit.

ARTICLE XII

COMPLIANCE

12.1 LEGAL REQUIREMENTS. These By-Laws are set forth to comply with the requirements of the State of Texas Condominium Act. If any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

ARTICLE XIII

NON-PROFIT ASSOCIATION

13.1 NON-PROFIT PURPOSE. This Association is not organized for profit. No Unit Owner, Member of the Board of Directors or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to or inure to the benefit of any Member of the Board of Directors; provided, however, always (1) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Associaton for services rendered in effecting one [1] or more of the purposes of the Association and (2) that any Member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XIV

PRINCIPAL OFFICE

14.1 ADDRESS. The principal office of the Association shall be located at 3415 Greystone Drive, #307, Austin, Texas 78731, but may be located at such other suitable and convenient place as shall be permitted by law and designated by the Directors.

ARTICLE XV

EXECUTION OF INSTRUMENTS

15.1 AUTHORIZED AGENTS. The persons who shall be authorized to execute any and all instruments of conveyance or encumbrances, including promissory notes, shall be the President and the Secretary of the Association.

ARTICLE XVI

CORPORATE SEAL

16.1 CORPORATE SEAL. The Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association.

ARTICLE XVII

DEFINITIONS OF TERMS

17.1 DEFINITIONS OF TERMS. The terms used in these By-Laws, to the extent they are defined in said Declaration, shall have the same definition as set forth in the Declaration for SPICEWOOD POINT TOWNHOMES, as the same may be amended from time to time, recorded in the office of the County Clerk of Travis County, Texas.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the By-Laws of SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC., a Texas non-profit corporation, as adopted by the initial Board of Directors at its organization meeting on the 15th day of October, A.D., 1982.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Seal of the Corporation, this the 15th day of October, A.D., 1982.

Secretary

Once recorded please return documents to:

Spicewood Point Townhomes Owners Association, Inc.
c/o Pioneer Real Estate Services
611 South Congress Ave #510
Austin, TX 78704

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Jan 12, 2012 02:48 PM 2012005268
HAYWOODK: $96.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

FILM CODE
00004698714

DOC. NO.
91034066

AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SPICEWOOD POINT TOWNHOME

12:09 PM 0169

7.00 INOX,
1 4 04/26/91
910340:66-DOC#
43.19-CHK#

STATE OF TEXAS)(
)(
COUNTY OF TRAVIS)(

WHEREAS, Spicewood Point is a condominium project in Travis County, Texas, according to the Declaration of Covenants, Conditions and Restrictions of record in Volume 7606, Page 769, Condominium Platt Records of Travis County, Texas; and,

WHEREAS, all of the condominium units within said condominium project are owned by members of Spicewood Point Townhomes Homeowner's Association, a Texas corporation; and,

WHEREAS, at a meeting of the members of said Spicewood Point Townhomes Homeowner's Association, duly held in accordance with the Bylaws of said Association on January 20, 1991, at which meeting a quorum of members was present, the members of the Association, by a vote in excess of 69% of the membership of said Association, voted to file an amendment to the Declaration of Covenants, Conditions and Restrictions;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That pursuant of the Declaration of Covenants, Conditions and Restrictions of Spicewood Point Condominium and the Bylaw of Spicewood Point Homeowner's Association; the members of Spicewood Point Homeowner's Association, acting herein by and through the undersigned officer of said Association,

Herein by through the undersigned officer of said Association, hereby files the following amendments to the Declaration of Covenants, Conditions and Restrictions of said Association:

Section 5.12, page 29, is amended to hereafter read as follows:

"5.12 Non Payment of Assessments. Any assessments not paid on the date when due, shall be immediately deliquent and hereinafter shall, to the full extent permitted by law, bind such property in the hands of the owner, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after the due (deliquent) date, water shall be turned off serving owner's condominium, and a lock shall be placed on such turnoff valve until the assessment is paid. Provided, however, the above remedy may not be exercised by the Association until 10 days after written notice of intent to exercise same is mailed to the amount of such assessment interest is provided and all cost incurred in termination of water service."

All other provisions of the Declaration of Covenants, Conditions Rrstrictions shall remain in full force and effect as written

EXECUTED this the 12th day of April, 1991.

Spicewood Point Townhones Homeowner's Association

By: Jessie Amos

Jessie Amos, President

STATE OF TEXAS)(

)(

COUNTY OF TRAVIS)(

This instrument was acknowledged before me on the 12th day of April by Jessie Amos, President of Spicewood Point Townhome Homeowner's Association of Texas corporation, for such Association.

Linda G. Price

Notary Public in and for Travis County, Texas

LINDA G. PRICE
Notary Public, State of Texas
My Commission Expires Sept. 28, 1992

(Print name of Notary)

My commission expires: _____

FILED

1991 APR 26 PM 12:07

DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS

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

APR 26 1991

COUNTY CLERK
TRAVIS COUNTY, TEXAS

Return to:
Spicewood Point Townhomes
Homeowner's Association
c/o Executive Directors & Co.
P. O. Box 50033
Austin, Texas 78763

RECORDER'S MEMORANDUM - At the time of recordation this instrument was found to be inadequate for the best photographic reproduction, because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11424 0585

*This document is being re-recorded to correct the Volume and Page of the Declaration of Convenants, Conditions and Restrictions.

FILM CODE 00004901768

1446

DOC. NO. 91034066

DOC. NO. 92117877

AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SPICEWOOD POINT TOWNHOME

9:45 AM 5673 2 3 9.00 IMOX 12/01/92

9:45 AM 5673 2 3 5.00 RECM 12/01/92

12:09 PM 0169 1 4 7.00 IMOX 04/28/91
910340.66-DOC#
43.19-CHK#

STATE OF TEXAS)(
)(
COUNTY OF TRAVIS)(

WHEREAS, Spicewood Point is a condominium project in Travis County, Texas, according to the Declaration of Covenants, Conditions and Restrictions of record in Volume ~~7606~~ * 813, Page ~~769~~ 263, Condominium Platt Records of Travis County, Texas; and,

113.32-CHK#
921178.77-DOC#

WHEREAS, all of the condominium units within said condominium project are owned by members of Spicewood Point Townhomes Homeowner's Association, a Texas corporation; and,

WHEREAS, at a meeting of the members of said Spicewood Point Townhomes Homeowner's Association, duly held in accordance with the Bylaws of said Association on January 20, 1991, at which meeting a quorum of members was present, the members of the Association, by a vote in excess of 69% of the membership of said Association, voted to file an amendment to the Declaration of Covenants, Conditions and Restrictions;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That pursuant of the Declaration of Covenants, Conditions and Restrictions of Spicewood Point Condominium and the Bylaw of Spicewood Point Homeowner's Association, the members of Spicewood Point Homeowner's Association, acting herein by and through the undersigned officer of said Association,

Herein by through the undersigned officer of said Association, hereby files the following amendments to the Declaration of Covenants, Conditions and Restrictions of said Association:

REAL PROP. RECORDS
TRAVIS COUNTY, TEXAS

11823 2319

REAL PROP. RECORDS
TRAVIS COUNTY, TEXAS

Section 5.12, page 29, is amended to hereafter read as follows:

"5.12 Non Payment of Assessments. Any assessments not paid on the date when due, shall be immediately deliquent and hereinafter shall, to the full extent permitted by law, bind such property in the hands of the owner, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after the due (deliquent) date, water shall be turned off serving owner's condominium, and a lock shall be placed on such turnoff valve until the assessment is paid. Provided, however, the above remedy may not be exercised by the Association until 10 days after written notice of intent to exercise same is mailed to the amount of such assessment interest is provided and all cost incurred in termination of water service."

All other provisions of the Declaration of Covenants, Conditions Rrstrictions shall remain in full force and effect as written

EXECUTED this the 12th day of April, 1991.

Spicewood Point Townhones Homeowner's Association

By: Jessie Amos

Jessie Amos, President

STATE OF TEXAS)(
)(
COUNTY OF TRAVIS)(

This instrument was acknowledged before me on the 12th day of April by Jessie Amos, President of Spicewood Point Townhome Homeowner's Association of Texas corporation, for such Association.

Linda G. Price

Notary Public In and for Travis County Texas

LINDA G. PRICE
Notary Public, State of Texas
My Commission Expires Sept. 20, 1992

(Print Name of Notary)

My commission expires:_____

FILED
1991 APR 26 PM 12: 07
DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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

APR 26 1991

COUNTY CLERK
TRAVIS COUNTY, TEXAS

Return to:
Spicewood Point Townhomes
Homeowner's Association
c/o Executive Directors & Co.
P. O. Box 50033
Austin, Texas 78763

RECORDER'S MEMORANDUM - At the time of recordation this instrument was found to be inadequate for the best photographic reproduction, because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
11823 2321

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
11424 0585

3 37 6707

CABLE TELEVISION INSTALLATION AGREEMENT

Agreement dated May 1983, between American Television and Communications DBA American Cablevision of Austin ("Cablevision") and Solcawood Associates ("Owner"). In consideration of the mutual promises and conditions hereinafter set forth, and payment of $1.00 and other good and valuable consideration by Cablevision to Owner, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Premises. Owner owns an apartment or condominium complex known as Solcawood Joint Condominiums whose address is 2919 Solcawood Springs Road described as consisting of 72 units, including any additional units, added in the future (the "Premises"). (Use exhibit, if necessary, to provide a complete legal description of the Premises.)

2. Cable System. Cablevision operates a cable television system in Austin pursuant to a franchise dated May 14, 1981, (the "Franchise"). Cablevision will design, install, upgrade and maintain equipment (the "Equipment") reasonably required to furnish cable television service to the Premises. The Equipment shall at all time remain the property of Cablevision; service and maintenance of the Equipment will be provided by Cablevision in accordance with the provisions of the Franchise. Arrangements for hooking up, service and billing individual residents of the Premises will be made directly between Cablevision and such residents.

3. Easements; Access. Owner hereby grants to Cablevision an unrestricted easement covering routing necessary for installation of the Equipment hereunder. In connection with the initial wiring, Owner shall provide access to the Premises so that Cablevision may install Equipment, market cable services, or maintain or remove the Equipment on such terms as Cablevision shall determine.

4. Damage to Premises or Equipment. Any damages to the Premises caused by Cablevision, its agents, or employees, will be repaired by Cablevision. Any damages to the Equipment caused by Owner, its agents, employees or tenants, will be promptly repaired to the reasonable satisfaction of Cablevision at Owner's expense. Owner will take reasonable precautions to notify its agents, employees or tenants of the location of the Equipment. Owner shall hold harmless and indemnify Cablevision from and against any and all damage or claims for damage that may be asserted by reason of the ownership, use or occupancy of the Premises by Owner, its agents, employees, or tenants, except loss or damage arising from any negligent act or omission of Cablevision, its agents or employees. Cablevision shall hold harmless and indemnify Owner from and against any and all damage or claims for damage asserted by reason of Cablevision's construction and maintenance of the cable system, except loss or damage arising from any negligent act or omission of Owner, its agents, employees, or tenants.

5. Interference. Cablevision may, at its option, utilize or modify any master antenna (MATV) system presently on the Premises if necessary to facilitate distribution of Cablevision's service. If any such MATV system interferes with Cablevision's service hereunder, Owner will remove or repair the MATV system at Owner's expense in order to eliminate such interference. Owner agrees not to install or to permit the installation of any other antenna, transducer, or signal amplification system for use in connection with television or radio equipment which might interfere with the services provided by Cablevision, without the express written consent of Cablevision.

6. Term; Termination; Successors. This Agreement shall continue for the duration of the Franchise, and any extensions thereof unless Cablevision shall earlier determine that it is technically or economically impractical to continue to provide service hereunder. If Owner sells, transfers or encumbers the Premises, such sale or encumbrance will be made subject to compliance with this Agreement, and in connection therewith, this Agreement may be recorded in the real property records of Travis County, Texas.

7. Removal of Equipment. Upon any termination hereof, Cablevision, at its option, may remove any or all of the Equipment from the Premises, and Owner shall grant Cablevision reasonable access for such removal.

8. Miscellaneous Provisions. Cablevision shall not be liable for any failure to perform hereunder arising from causes beyond its control. The agreement may not be amended except by a agreement in writing signed by the parties. This agreement shall be governed by the laws of the state of Texas.

9. Other Provisions (Use attachments if Necessary).

Cablevision: By: James C. Hightower
Title: Vice President/Operations
ATTEST:

Owner: Dick L. Simmons
By: [signature]
Title:
WITNESS OR ATTEST:

NO SEAL

State of Texas } ss.
County of Travis

On July 7, 1983 before me, a Notary Public in and for said County and State, personally appeared James Clifford Hightower known to me to be the Vice President and _____, respectively of American Television Communications, and acknowledged to me that they executed this document on behalf of said corporation.
WITNESS my hand and official seal.
Notary Public
Rick Guerrero
my commission expires 1/6/87

State of Texas } ss.
County of Travis

On May 18, 1983 before me a Notary Public in and for said County, State, personally appeared Dick L. Simmons known to me to be the General Partner of Solcawood Associates and acknowledged to me that he executed this document on behalf of said Solcawood Associates.
WITNESS my hand and official seal.
Notary Public
Sammie N. Millican

NOTARY SEAL

NOTARY SEAL

FILED
SEP 23 10 37 AM '83
TRAVIS COUNTY, TEXAS

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

SEP 23 1983

COUNTY CLERK
TRAVIS COUNTY, TEXAS

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

DEED RECORDS
Travis County, Texas

8264 601

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
May 24, 2023 03:17 PM Fee: $50.00
2023057091
Electronically Recorded

STATE OF TEXAS §

COUNTY OF TRAVIS §

NOTICE OF DEDICATORY INSTRUMENTS

SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC.

(Rules and Regulations)

Document reference. Reference is hereby made to that certain Condominium Declaration for Spicewood Point Townhomes, filed at Vol. 8131, Pg. 836 in the Condominium Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is hereby made to the rules previously adopted by the Association, filed of record as Document Number 2021193516 in the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Rules**").

WHEREAS the Declaration provides that owners of units subject to the Declaration are automatically made members of SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC. (the "**Association**"); and

WHEREAS the Association, acting through its board of directors (the "**Board**"), previously adopted rules and regulations, a copy of which is attached as Exhibit "A";

THEREFORE, the Rules and Regulations attached as Exhibit "A" are hereby recorded to put interested persons on notice of their applicability to the Association and its members.

SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC.
Acting by and through its Board of Directors

By: Niemann & Heyer LLP, attorneys and authorized agents, filing
ton behalf of the Board in accordance with Chapter 202, Texas Property Code

By: _____
Patrice Arnold

Exhibit "A": Rules and Regulations

Acknowledgement

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was executed before me on the 24 day of May, 2023, by Patrice Arnold in the capacity stated above.

CALEIGH KACZOR
Notary Public, State of Texas
Comm. Expires 12-08-2025
Notary ID 13349461-8

Caleigh Kaczor
Notary Public, State of Texas

After recording, please return to:
Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

/Volumes/File Server/CLIENTS/Spicewood Point/ Governing Documents/Rules/NODI - Existing Rules 5-23.docx

EXHIBIT "A"

SPICEWOOD POINT HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS

1. LIVING UNIT EXTERIORS

1) Unit entry areas , front doors, and windows visible from common areas shall be reasonably clean and neat, and in good repair.

2) No structural or otherwise "affixed 'additions or changes (such as awnings, storm doors, TV antennas, etc.) shall be allowed except as approved by the Board of Directors prior to installation.

3) Balconies and patios visible from common areas or from the street shall be reasonably clean and uncluttered; railings and fences shall not be used to hang towels, rugs, etc.

4) By City Ordinance, no grills are allowed on balconies or patios, beneath an overhang, or within five feet of the building. Violation of this ordinance can result in a fine of $500.00.

'S) Window coverings visible from common areas or street shall be of a neutral or light color.

6) Signs advertising a unit's availability for sale, rent or lease shall be displayed in only one window of the unit, and with prior consent of the Board or Management Company. Such signs shall be no larger than two feet by two feet.

2. COMMON AREAS FIXTURES AND FURNISHINGS

1) No one other than authorized personnel shall adjust, repair or otherwise physically alter equipment such as sprinklers, pool supplies and controls, lights, etc. Homeowners shall notify maintenance personnel or the Management Company when problems occur.

2) Pool furniture shall not be removed from the pool area, or used for any purpose except that for which it is designed.

3) Plants shall not be removed, altered, or planted without prior consent of the Board.

4) Personal notices (Lost & Found, For Sale, etc.) posted on the mailbox kiosk shall be no larger than 4n X 5n inches and shall be displayed for no longer than two weeks. Homeowners and residents only shall be allowed to post notices.

3, POOL AND HOT TUB

1) Adult pool and hot tub users shall be responsible for their own safety, NO LIFEGUARD IS PROVIDED AT ANY TIME,

2) Children under the age of 14 in or around the pool or hot tub area shall be under the constant supervision of an adult, who shall bear total responsibility for the safety and conduct of the children in their care.

3) Hours for pool and hot tub use shall be 6:00 a,m, to 11:00 p,m,

4) Guests shall be allowed the use of the pool and/or hot tub only when accompanied by a resident, (Number of guest should be limited so as not to detract from others' enjoyment of the area.)

5) No glass containers shall be allowed anywhere in the pool/hot tub area.

6) Nothing shall be taken or allowed in the pool except items specifically designed for pool use, such as floats and swimming aids.

7) No activity including "play" shall be allowed in or around the pool/ hot tub area which is potentially harmful to or disturbing to persons or property, DIVING SHALL NEVER BE ALLOWED,

4, VEHICLES

1) Residents shall be allowed no more than two vehicles on the property per living unit at any time except as permitted by prior variance from the Board of Directors.

2) Residents shall at no time park in assigned spaces other than their own, except by prior mutual agreement between themselves and the rightful designees for the spaces.

3) Residents shall inform all visitors, including repair and service persons that they are to park ONLY IN UNCOVERED PARKING SPACES, Guest parking shall not exceed a 48-hour period.

4) Parking shall at no time be allowed where prohibited by curb marking, or in any other place that would restrict residents' access and use of their living units or vehicles.

5) Maximum speed limit shall be 15 mph,

6) Improperly licensed or unsightly vehicles shall not be allowed on the property; inoperable vehicles shall be allowed for no more than two days.

7) Except for routine repairs (battery charging, tire changing, etc.) no vehicular repair or servicing shall be allowed.

8) Motorcycles shall park only in spaces designed for cars,--never on sidewalks or grassy areas.

9) Boats, campers, large trucks and trailers shall not park on the property except as allowed by prior variance granted by the Board of Directors.

10) "Gar a ge " sales {causing congested drives) shall not be allowed.

VEHICLES IN VIOLATION OF THESE RULES ARE
SUBJECT TO BEING TOWED AT THE OWNERS EXPENSE

5. TRASH Jilil) RECYCLING

1) All household trash and garbage shall be deposited INSIDE one of the dumpsters on the property. Items too large for dumpsters, as well as pollutants and potentially hazardous materials and substances, shall be removed from the property by the resident discarding them.

2) Items to be recycled shall be deposited INSIDE receptacles provided for that purpose. Garbage or trash of any kind shall not be put in -recycling containers.

3) No litter of any kind, especially drink and fast food containers, ·shall be allowed in any common area, including driveways and parking areas, or in any other area visible from a common area or the street.

6. NOISE CONTROL

1) Sound from radios and tv's and recorded or live music of any kind shall not be audible beyond the walls of the units in which it originates--except in special cases in which prior consent has been obtained from all neighbors likely to be affected.

2) Sound from radios and tv's and of recorded or live music of any kind in the pool area or any other common area is to be kept at a level which would not disturb others in the immediate area or in their living units.

3) Sound from radios and tape or CD players in vehicles shall not be audible outside the vehicles.

4) At all times, but especially between the hours of 10:00 p.m. and 9:00 a.m. residents and guests shall refrain from causing or allowing sounds which might disturb others (such as car horns, idling engines, loud talking and laugher, etc.

7. PETS

1) Only such animals as are generally considered household pets shall be kept on the premises. No more than two pets per unit shall be allowed except as permitted by prior variance from the Board of Directors.

2) Pets shall be kept indoors, in fenced-in back yards, or on balconies or patios. They shall be allowed in common areas ONLY WHEN DIRECTLY SUPERVISED BY THEIR OWNERS.

3) Dogs and cats shall ALWAYS be on leashes when in common areas.

4) Pet owners shall be responsible for immediate removal and clean-up of their pets 'waste in common areas and on balconies and patios abutting common areas.

5) Pets shall not be allowed in the pool area or clubhouse. (This does not apply to animals assisting handicapped individuals.)

6) Homeowners shall be responsible for any personal injury or property damage caused by pets owned or under the care of the persons residing in their units, whether such persons be homeowners themselves or their tenants.

REMARKS

All owners and residents have the right to expect that these Rules and Regulations be enforced for their own sense of well-being and that of their neighbors. They should not hesitate to register complaints when warranted. (Lessees and renters shall contact owners of their leased or rented units, who in turn shall contact the Management Company or a Board member.)

Owners are responsible for keeping tenants informed as to these Rules and Regulations, as well as any future additions or changes, and for acting as liaison between their tenants and the Board of Directors and Management Company on specific questions or problems related to policy.

Owners are responsible for any violations committed by their tenants or their tenants' guests. Owners are responsible for notifying the management company of the names of their renters and for providing a key to the units Owners are responsible for any violations committed by their tenants or their tenants' guests.

EMERGENCY PROCEDURES

1. FIRE Leave involved area immediately and call 911 from a safe location. Alert other residents if possible.

2. UTILITIES HAZARDS (Gas, Water, Electricity) Contact Pioneer Real Estate immediately (512-447-4496)

3. SUSPICIOUS PERSON ON OR NEAR PREMISES Call police at 512-480-5011 (or call 911 if immediate response is judged necessary). Inform Pioneer Real Estate of the situation as soon as possible info@pioneeraustin.com

4. DANGEROUS WEATHER Take precautions as directed by local authorities by means of the media; alert other residents if possible. During winter months be alert for media advisories and signs at mailboxes regarding freeze warnings, take precautions for water pipes as directed.

5. STRAY ANIMALS Call City of Austin 311 (or, if an animal seems to present an immediate threat, 911).

AFTER RECORDING RETURN TO:
ADAM PUGH, ESQ.
CAGLE PUGH
4301 WESTBANK DR., BLDG. A, STE 150
AUSTIN, TEXAS 78746

SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR SPICEWOOD POINT TOWNHOMES

A condominium regime located in Travis County, Texas

Cross Reference to that certain Condominium Declaration for Spicewood Point Townhomes recorded Volume 8131, Page 863 of the Condominium Records of Travis County, Texas; as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions of Spicewood Point Townhome recorded in Volume 1183, Page 2319 of the Real Property Records of Travis County, Texas.

SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR SPICEWOOD POINT TOWNHOMES

This Second Amendment to Condominium Declaration for Spicewood Point Townhomes (the "**Amendment**") is made by Spicewood Point Townhomes Owner's Association, Inc. (the "**Association**"), a Texas nonprofit corporation, and is as follows:

RECITALS:

A. WHEREAS, Spicewood Point Townhomes, a condominium regime (the "Regime") was established and is governed by that certain Condominium Declaration for Spicewood Point Townhomes recorded Volume 8131, Page 863 of the Condominium Records of Travis County, Texas; as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions of Spicewood Point Townhome recorded in Volume 11823, Page 2319 of the Real Property Records of Travis County, Texas (the "Declaration");

B. WHEREAS, Article IV, Section 4.6(d) of the Declaration states that a Condominium Unit Owner may voluntarily obtain insurance at their own expense for their own benefit;

C. WHEREAS, the Association wishes to amend and restate Article IV, Section 4.6(d) to require owners to maintain commercially available insurance that would provide coverage reasonable to cover the Unit and its contents in the event of a total casualty loss;

D. WHEREAS, Article VIII, Section 8.1(a) of the Declaration states that the Declaration may be amended by owners representing at least sixty-seven (67%) of the votes in the Association.

NOW THEREFORE, the Association hereby amends and modifies the Declaration as follows:

1. **Amendment and Replacement of Article IV, Section 4.6(d).** Article IV, Section 4.6(d) of the Declaration is hereby amended, restated, and replaced with the following:

   "Article IV, Section 4.6 (d) Insurance. The Association shall be responsible for obtaining insurance upon the exterior of the Units. The Association shall not be responsible for procurement or maintenance of any insurance covering the liability of any Condominium Unit Owner not caused by or connected to the Association's operation or maintenance of the Project.

   Insurance coverage on the Unit including all interior fixtures, flooring, ceilings, furnishings and other items of personal property belonging to a Condominium Unit Owner and casualty and public liability insurance within each Unit shall be the responsibility of each Condominium Unit Owner. Condominium Unit Owners shall be required to maintain commercially available insurance that would provide coverage reasonable to cover the Unit and its contents in the event of a partial or total casualty loss. To satisfy this requirement, each Condominium Unit Owner shall furnish to the

Association or its representatives a copy of the insurance policy that includes name of the insurance company, the policy number, and the effective and expiration dates of the policy by March 1st of each year. Each Condominium Unit Owner shall name the Association as a "Interested Party" or "Certificate Holder" in the policy. This will allow the Association to be notified if the policy is cancelled at any time. If for any reason a Condominium Unit Owner's insurance company denies a claim, the Condominium Unit Owner shall be responsible for all damages.

If the Association or its representative do not receive this proof of insurance coverage by March 15th of each year, the Condominium Unit Owner shall be liable for a penalty of $200 per month until proof of insurance coverage is provided to the Association or its representative. This penalty shall be secured in the same manner as Assessments as provided by Article V, Section 5.8 of the Declaration."

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

Executed on this ____ day of _____, 2021.

CERTIFICATE OF ADOPTION

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

The undersigned, _____, qualified and acting _____ of Spicewood Point Townhomes Owner's Association, Inc., a Texas non-profit corporation (the "Association"), hereby certifies on behalf of the Association that the Second Amendment to Condominium Declaration for Spicewood Point Townhomes was approved by owners representing at least sixty-seven (67%) of the votes in the Association.

IN WITNESS WHEREOF, the undersigned has executed this certificate as_____ on behalf of the Association on the _____ day of _____, 2021.

By:

_____

Name: _____

Title: _____

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2021, by _____, _____ of Spicewood Point Townhomes Owner's Association, Inc., on behalf of said non-profit corporation.

_____
Notary Public Signature

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Sep 29, 2023 03:46 PM Fee: $34.00
2023112300
Electronically Recorded

STATE OF TEXAS §

COUNTY OF TRAVIS §

NOTICE OF RULE ADOPTION
OF
SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC.

Document reference. Reference is hereby made to that certain Condominium Declaration for Spicewood Point Townhomes, filed at Vol. 8131, Pg. 836 in the Condominium Records of Travis County, Texas (together with all supplements and amendments, the "**Declaration**").
Reference is further made to the Rules recorded at Documents 2000037195 and 2021193516, both of the Official Public Records of Travis County, Texas (together with all amendments thereto, the "**Rules**").

WHEREAS the Declaration provides that owners of units subject to the Declaration are automatically made members of SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Texas Property Code Ch. 82;

WHEREAS the Declaration allocates responsibility for maintenance and repair of various components of the Condominium Project, and Board has voted to adopt the Maintenance Chart attached as Exhibit "A" to document and clarify this allocation of responsibilities;

THEREFORE, the Maintenance Chart attached hereto has been, and by these presents is, adopted and approved.

SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC.
Acting by and through its Board of Directors
Filed in accordance with Texas Property Code Ch. 202 by
Niemann & Heyer LLP, attorneys and authorized agents

Patrice Arnold

By: Patrice Arnold

Exhibit "A": Maintenance Chart

Acknowledgement

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 29 day of September, 2023, by Patrice Arnold in the capacity stated above.

Elizabeth A. Escamilla
Notary Public, State of Texas

ELIZABETH A. ESCAMILLA
MY COMMISSION EXPIRES
October 8, 2026
NOTARY ID: 12840394-0

After recording, please return to:
Niemann & Heyer, L.L.P.
Attorneys at Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

EXHIBIT "A"

MAINTENANCE CHART -- SPICEWOOD POINT TOWNHOMES

ALTERATIONS: REMINDER -- ANY alteration of exterior appearance requires prior written approval from the Association after submission of plans. This includes painting, window replacement, railing replacement, *anything* that alters the exterior appearance of the common elements, either limited or general. Plans must include the nature, kind, shape, size, materials, color and location for all proposed work. [Declaration §3.8]. Alterations undertaken without approval subject the owner to fines, and removal/restoration by the Association with all costs assessed to the Owner's account.

Item	Maintenance Responsibility	Document Reference
All portions of the "Unit". Anything within the boundaries of a Unit. Boundaries are the interior surfaces of the perimeter walls, floors, ceilings, window frames, doors, and door frames and trim; unit "starts at" and includes any carpet, wallpaper, tile, paint, or other covering [§1.1(t), 3.7] **Sheetrock** and other components of **interior/partition walls** of units [§1.1(t), 3.7] **Plumbing, electric, and other utilities** *within Unit boundaries* and serving only one Unit (P-traps under sinks, showerheads, etc.) [§1.1(t), 3.7] **Fixtures and equipment**, including **shelving, appliances, bathroom and kitchen fixtures,** and **lighting fixtures** located within unit boundaries; [§1.1(t), 3.7] **Utility lines, pipes, wires, conduits, or systems** exclusively serving a Unit, commencing at the point where they enter the Unit [§1.1(t), 3.7]	Owner	Declaration § 1.1(t), 3.7
Glass in windows and doors (§3.7)	Owner	Declaration § 3.7
Heating and cooling systems exclusively serving a Unit (§3.7)	Owner	Declaration § 3.7
Patio/porch and/or balcony space, including any fixtures (water spigots, water heaters, railings, fencing) are Limited Common Elements per Declaration §§1.1m and 2.3, and Owner is responsible for maintenance per Declaration §3.7: *"An owner shall maintain and keep in repair the interior, patio and/or balcony space, and storage space of his own Unit, including the fixtures thereof."* Patio and/or balcony walls and floors—outer surface	Owner	Declaration §§1.1m; 3.7 Patio/balcony walls, §3.7 and Property Code §81.105, "The boundaries of an apartment in a condominium regime are the interior surfaces of the apartment's perimeter walls, floors, and ceilings, **and the exterior surfaces of the apartment's balconies and terraces.**"

Storage space, including any fixtures, such as a water heater, other contents, and the interior surfaces of the walls, floor, and ceiling[1] is a Limited Common Element per Declaration §§1.1m and 2.3, and Owner is responsible for maintenance per Declaration §3.7	Owner	Declaration § 3.7
Sheetrock on perimeter walls of units and ceiling of units. (§5.2)	Association	Declaration § 5.2
Plumbing, wiring, and utility lines outside the boundaries of the unit (§5.2)	Association	Declaration § 5.2
Structural and non-structural building components, including: • **Foundations** • **Columns, girders, beams, and supports** • **Exterior walls** • **Roofs and attic spaces** • **Dividing walls between two or more Units** • **Conduits, pipes, ducts, electrical, telephonic and electronic wiring** • **Structural components of balconies**	Association, with right of entry as necessary for maintenance of common elements. Exception for surfaces of patios and balconies expressly made owner responsibility – see above[2].	Declaration §§1.1c; 5.2; right of entry §3.6.
Common Areas such as hallways, the grounds and landscaping, swimming pool and equipment, cabana, clubhouse, and laundry room (§5.2)	Association	Declaration § 5.2
Parking Spaces and Carports Assigned parking spaces are Limited Common Elements, but maintenance responsibility is not assigned to owner in Declaration § 3.7	Association	Declaration §§1.1k, 1.1m, 2.3
Yard Areas and Vegetation/Trees in Yard Yards in rear are shown on plat as Limited Common Elements assigned to units	Association, except for portions within fenced yard that is assigned to unit as LCE	Declaration §§1.1k(3), 3.7

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[1] The precise boundaries of the storage space are not defined in the Declaration. In legal counsel opinion, the boundaries of the Owner's area of responsibility should mirror the boundaries of the Unit; the Owner maintains up to the finished surfaces, and the Association maintains drywall, studs, subflooring, etc.

[2] The association may elect to maintain exterior walls of balconies, patios, and other items assigned to the owner (permissive uses of assessments – see §5.2)

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Oct 30, 2023 03:47 PM Fee: $42.00
2023123302
Electronically Recorded

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDMENT OF RULES AND REGULATIONS

SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC.

(Relating to Enforcement and Towing)

Document reference. Reference is hereby made to that certain Condominium Declaration for Spicewood Point Townhomes, filed at Vol. 8131, Pg. 836 in the Condominium Records of Travis County, Texas (together with all supplements and amendments, the "**Declaration**").

Reference is further made to rules of the Association recorded in Document Nos. 2021193516, 2023057091, and 2023112300 in the Official Public Records of Travis County, Texas (together with all supplements and amendments, the "**Rules**").

WHEREAS the Declaration provides that owners of units subject to the Declaration are automatically made members of Spicewood Point Townhomes Owners Association, Inc. (the "**Association**");

WHEREAS Declaration section 4.4 and Bylaws section 5.3 authorize its Board of Directors to adopt and amend rules for the Association;

WHEREAS the Board has voted to adopt the Enforcement Policy set forth on Exhibit "A" as a supplement to the Rules, and this document is recorded to put all interested persons on notice of said adoption:

THEREFORE the Rules have been, and by these presents are, amended to incorporate the Enforcement Policy set forth on Exhibit "A".

Subject solely to the amendments contained in Exhibit "A", all of the Rules of the Association remain in full force and effect.

APPROVED and ADOPTED this 30th day of October, 2023.

SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC.
Acting by and through its Board of Directors

By: Niemann & Heyer LLP, attorneys and authorized agents, filing on behalf of the Board in accordance with Chapter 202, Texas Property Code

By: Patrice Arnold
Patrice Arnold

Exhibit "A": Enforcement Policy

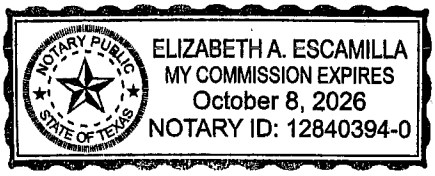
Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 30th day of October, 2023, by Patrice Arnold in the capacity stated above.

Elizabeth A. Escamilla
Notary Public, State of Texas



After recording, please return to:
Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

/Volumes/File Server/CLIENTS/Spicewood Point/RuleEnforcement2023.doc

Exhibit "A"

ENFORCEMENT POLICY

Summary of Enforcement Policy

1. Send Courtesy Warning Letter (optional)
2. Send Initial Notice of Enforcement Action
3. Send Subsequent Notice of Enforcement Action

The Board may vary from this policy on a case-by-case basis so long as the enforcement process meets state law requirements. Variances may include sending no Courtesy Warning Letter, sending more than one, and/or setting fines at levels other than as indicated on the Standard Fine Schedule.

1. **Types of Violations and Acts Covered.** The Board has adopted this policy to address situations where an owner has committed or is responsible for a violation of the deed restrictions other than by failing to pay assessments or other sums due to the Association. Delinquency violations are handled by an alternate process. This policy also covers situations where an owner or someone the owner is responsible for has damaged common elements or other property maintained or owned by the Association.

2. **Violation Notices.**

   i. Courtesy Warning Letter (optional). Upon becoming aware of a deed restriction violation and at the sole option of the Board or management professional, the Association may send a Courtesy Warning Letter requesting that the owner cure that violation by a date certain to avoid fines or other enforcement action.

   ii. Initial Notice of Enforcement Action – Fines; Damage Charges. If a violation is not cured in response to a Courtesy Warning Letter or if a Courtesy Warning Letter is not sent, the Board, in addition to all other available remedies, may:

      A. Levy a fine; and/or
      B. Charge the owner for property damage.

   Any such action shall be initiated by sending an Initial Notice of Enforcement Action to the owner. The Initial Notice of Enforcement Action shall:

      A. Be in writing and mailed, emailed, or faxed to the most current owner address, email address, or fax number shown on the Association's records or delivered in person to any occupant of the unit.
      B. Describe the violation or property damage at issue.
      C. State the amount of any proposed fine or property damage charge levied against the owner (or the amount of the fine if the letter is a Subsequent Notice of Enforcement Action).
      D. State a specified date by which the owner may cure the violation and avoid the fine except as provided in subsection iii below (n/a to damage charges).
      E. Inform the owner that he has 30 days from the date of the notice to request a Board hearing to contest the fine or damage charge.

iii. Subsequent Notice of Enforcement Action -- Continuing or Repeat Violations. If an owner has been sent an Initial Notice of Enforcement Action and the same violation continues or a similar violation is committed within 12 months, the Association may send the owner a Subsequent Notice of Enforcement Action. A Subsequent Notice of Enforcement Action shall be of similar form as the Initial Notice of Enforcement Action, except that the Subsequent Notice of Enforcement Action does not need to provide an opportunity to cure the violation and avoid the related fine (the fines levies immediately).

3. **Timing for posting fine or damage charge to owner account.**

   i. Initial Notice of Enforcement Action -- Fine posted at end of cure period; damage charge posted immediately.

   Fines. Any fine described in an Initial Notice of Enforcement Action shall be posted to an owner's account if and when the cure period deadline passes and the violation has not been cured.

   Damage charge. Any damage charge described in an Initial Notice of Enforcement Action may be posted immediately to the owner's account.

   ii. Subsequent Notices of Enforcement Action – fine posted immediately. Any fine levied in a Subsequent Notice of Enforcement Action shall be posted immediately to the owner's account.

4. **Standard Fine Schedule.** Below is the Standard Fine Schedule for deed restriction violations. *The Board may vary from this schedule on a case-by-case basis (i.e., set fines higher or lower than indicated below).*

i.	Courtesy Warning Notice:	No fine.
ii.	Initial Notice of Enforcement Action:	$25.00 fine (daily/weekly or one-time)
iii.	Subsequent Notice of Enforcement Action:	$50.00 fine (daily/weekly or one-time) $75.00 fine (daily/weekly or one-time) $100.00 fine (daily/weekly or one-time) $125.00 fine (daily/weekly or one-time) (Increases $25.00 for each additional notice).

5. **Hearings.** If an owner requests a hearing in a timely manner, that hearing shall be held within a reasonable period of time. The Board may impose rules of conduct for the hearing and limit the amount of time allotted to an owner to present his information to the Board. The Board may either make its decision at the hearing or take the matter under advisement and communicate its decision to the owner at a later date.

6. **Authority of agents.** The management company, Association attorney, and other authorized agents of the Association are granted authority to send violation notices, levy fines according to the Standard Fine Schedule, and levy property damage assessments, all in accordance with this Enforcement Policy. Such parties may act without any explicit direction from the Board and without further vote

or action of the Board. The enforcing party shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions. The foregoing notwithstanding, the Board reserves the right to make decisions about particular enforcement actions on a case-by-case basis if and when it deems appropriate.

7. **Owners as Responsible Party**. If the owner, a family member, resident, guest, tenant, or invitee of an owner damages Association property or commits a violation of the Association's governing documents, the related enforcement action shall be taken against the owner, with all related damage assessments, fines, legal fees, and other charges levied against that owner and the related unit.

8. **Self-help enforcement action.** Notwithstanding other language herein, the management company, Association attorney, and other authorized agents of the Association are granted the authority to carry out self-help remedies on behalf of the Association, in accordance with any procedure described in the Declaration, other governing documents, or state law. Unless otherwise prohibited by the Declaration or other governing documents, all associated costs shall be assessed to the Owner's account.

9. **Towing.** Any vehicle parked in Common Area in violation of published rules of the Association is subject to being towed at the vehicle owner's expense. Violations include, without limitation:

    a. Placing or parking more than two (2) vehicles per Unit in the property: one vehicle is allowed in the assigned space and only one vehicle is allowed in an unassigned space;

    b. Parking in a space assigned to another Unit without the consent resident of the Unit to whom the space is assigned;

    c. Visitor or guest vehicles parked on in unassigned spaces in Common Area in excess of 48 hours;

    d. Visitor or guest vehicles parked in covered or assigned parking spaces;

    e. Vehicles parked where prohibited by curb markings or signage;

    f. Vehicles that block or impede access to other parking spaces;

    g. Vehicles that do not have a current license, that are visibly inoperable, are in the process or being repaired, or that are unsightly (appear to be abandoned or junkers) shall not be parked in Common Areas for more than 48 hours regardless of where in the Common Area the vehicle is parked: moving the vehicle will not restart the time period;

    h. Boats, campers, recreational vehicles, trailers, and vehicles in excess of 18' in length shall not be parked on the property except as allowed by written variance granted by the Board.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
May 24, 2023 03:17 PM Fee: $50.00
2023057091
Electronically Recorded

STATE OF TEXAS §

COUNTY OF TRAVIS §

NOTICE OF DEDICATORY INSTRUMENTS

SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC.

(Rules and Regulations)

Document reference. Reference is hereby made to that certain Condominium Declaration for Spicewood Point Townhomes, filed at Vol. 8131, Pg. 836 in the Condominium Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is hereby made to the rules previously adopted by the Association, filed of record as Document Number 2021193516 in the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Rules**").

WHEREAS the Declaration provides that owners of units subject to the Declaration are automatically made members of SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC. (the "**Association**"); and

WHEREAS the Association, acting through its board of directors (the "**Board**"), previously adopted rules and regulations, a copy of which is attached as Exhibit "A";

THEREFORE, the Rules and Regulations attached as Exhibit "A" are hereby recorded to put interested persons on notice of their applicability to the Association and its members.

SPICEWOOD POINT TOWNHOMES OWNERS ASSOCIATION, INC.
Acting by and through its Board of Directors

By: Niemann & Heyer LLP, attorneys and authorized agents, filing
ton behalf of the Board in accordance with Chapter 202, Texas Property Code

By: _____
Patrice Arnold

Exhibit "A": Rules and Regulations

Acknowledgement

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was executed before me on the 24 day of May, 2023, by Patrice Arnold in the capacity stated above.

CALEIGH KACZOR
Notary Public, State of Texas
Comm. Expires 12-08-2025
Notary ID 13349461-8

Caleigh Kaczor
Notary Public, State of Texas

After recording, please return to:
Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

/Volumes/File Server/CLIENTS/Spicewood Point/ Governing Documents/Rules/NODI - Existing Rules 5-23.docx

EXHIBIT "A"

SPICEWOOD POINT HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS

1. LIVING UNIT EXTERIORS

1) Unit entry areas , front doors, and windows visible from common areas shall be reasonably clean and neat, and in good repair.

2) No structural or otherwise "affixed 'additions or changes (such as awnings, storm doors, TV antennas, etc.) shall be allowed except as approved by the Board of Directors prior to installation.

3) Balconies and patios visible from common areas or from the street shall be reasonably clean and uncluttered; railings and fences shall not be used to hang towels, rugs, etc.

4) By City Ordinance, no grills are allowed on balconies or patios, beneath an overhang, or within five feet of the building. Violation of this ordinance can result in a fine of $500.00.

'S) Window coverings visible from common areas or street shall be of a neutral or light color.

6) Signs advertising a unit's availability for sale, rent or lease shall be displayed in only one window of the unit, and with prior consent of the Board or Management Company. Such signs shall be no larger than two feet by two feet.

2. COMMON AREAS FIXTURES AND FURNISHINGS

1) No one other than authorized personnel shall adjust, repair or otherwise physically alter equipment such as sprinklers, pool supplies and controls, lights, etc. Homeowners shall notify maintenance personnel or the Management Company when problems occur.

2) Pool furniture shall not be removed from the pool area, or used for any purpose except that for which it is designed.

3) Plants shall not be removed, altered, or planted without prior consent of the Board.

4) Personal notices (Lost & Found, For Sale, etc.) posted on the mailbox kiosk shall be no larger than 4n X 5n inches and shall be displayed for no longer than two weeks. Homeowners and residents only shall be allowed to post notices.

3, POOL AND HOT TUB

1) Adult pool and hot tub users shall be responsible for their own safety, NO LIFEGUARD IS PROVIDED AT ANY TIME,

2) Children under the age of 14 in or around the pool or hot tub area shall be under the constant supervision of an adult, who shall bear total responsibility for the safety and conduct of the children in their care.

3) Hours for pool and hot tub use shall be 6:00 a,m, to 11:00 p,m,

4) Guests shall be allowed the use of the pool and/or hot tub only when accompanied by a resident, (Number of guest should be limited so as not to detract from others' enjoyment of the area.)

5) No glass containers shall be allowed anywhere in the pool/hot tub area.

6) Nothing shall be taken or allowed in the pool except items specifically designed for pool use, such as floats and swimming aids.

7) No activity including "play" shall be allowed in or around the pool/ hot tub area which is potentially harmful to or disturbing to persons or property, DIVING SHALL NEVER BE ALLOWED,

4, VEHICLES

1) Residents shall be allowed no more than two vehicles on the property per living unit at any time except as permitted by prior variance from the Board of Directors.

2) Residents shall at no time park in assigned spaces other than their own, except by prior mutual agreement between themselves and the rightful designees for the spaces.

3) Residents shall inform all visitors, including repair and service persons that they are to park ONLY IN UNCOVERED PARKING SPACES, Guest parking shall not exceed a 48-hour period.

4) Parking shall at no time be allowed where prohibited by curb marking, or in any other place that would restrict residents' access and use of their living units or vehicles.

5) Maximum speed limit shall be 15 mph,

6) Improperly licensed or unsightly vehicles shall not be allowed on the property; inoperable vehicles shall be allowed for no more than two days.

7) Except for routine repairs (battery charging, tire changing, etc.) no vehicular repair or servicing shall be allowed.

8) Motorcycles shall park only in spaces designed for cars,--never on sidewalks or grassy areas.

9) Boats, campers, large trucks and trailers shall not park on the property except as allowed by prior variance granted by the Board of Directors.

10) "Gar a ge " sales {causing congested drives) shall not be allowed.

VEHICLES IN VIOLATION OF THESE RULES ARE
SUBJECT TO BEING TOWED AT THE OWNERS EXPENSE

5. TRASH Jilil) RECYCLING

1) All household trash and garbage shall be deposited INSIDE one of the dumpsters on the property. Items too large for dumpsters, as well as pollutants and potentially hazardous materials and substances, shall be removed from the property by the resident discarding them.

2) Items to be recycled shall be deposited INSIDE receptacles provided for that purpose. Garbage or trash of any kind shall not be put in -recycling containers.

3) No litter of any kind, especially drink and fast food containers, ·shall be allowed in any common area, including driveways and parking areas, or in any other area visible from a common area or the street.

6. NOISE CONTROL

1) Sound from radios and tv's and recorded or live music of any kind shall not be audible beyond the walls of the units in which it originates--except in special cases in which prior consent has been obtained from all neighbors likely to be affected.

2) Sound from radios and tv's and of recorded or live music of any kind in the pool area or any other common area is to be kept at a level which would not disturb others in the immediate area or in their living units.

3) Sound from radios and tape or CD players in vehicles shall not be audible outside the vehicles.

4) At all times, but especially between the hours of 10:00 p.m. and 9:00 a.m. residents and guests shall refrain from causing or allowing sounds which might disturb others (such as car horns, idling engines, loud talking and laugher, etc.

7. PETS

1) Only such animals as are generally considered household pets shall be kept on the premises. No more than two pets per unit shall be allowed except as permitted by prior variance from the Board of Directors.

2) Pets shall be kept indoors, in fenced-in back yards, or on balconies or patios. They shall be allowed in common areas ONLY WHEN DIRECTLY SUPERVISED BY THEIR OWNERS.

3) Dogs and cats shall ALWAYS be on leashes when in common areas.

4) Pet owners shall be responsible for immediate removal and clean-up of their pets 'waste in common areas and on balconies and patios abutting common areas.

5) Pets shall not be allowed in the pool area or clubhouse. (This does not apply to animals assisting handicapped individuals.)

6) Homeowners shall be responsible for any personal injury or property damage caused by pets owned or under the care of the persons residing in their units, whether such persons be homeowners themselves or their tenants.

REMARKS

All owners and residents have the right to expect that these Rules and Regulations be enforced for their own sense of well-being and that of their neighbors. They should not hesitate to register complaints when warranted. (Lessees and renters shall contact owners of their leased or rented units, who in turn shall contact the Management Company or a Board member.)

Owners are responsible for keeping tenants informed as to these Rules and Regulations, as well as any future additions or changes, and for acting as liaison between their tenants and the Board of Directors and Management Company on specific questions or problems related to policy.

Owners are responsible for any violations committed by their tenants or their tenants' guests. Owners are responsible for notifying the management company of the names of their renters and for providing a key to the units Owners are responsible for any violations committed by their tenants or their tenants' guests.

EMERGENCY PROCEDURES

1. FIRE Leave involved area immediately and call 911 from a safe location. Alert other residents if possible.

2. UTILITIES HAZARDS (Gas, Water, Electricity) Contact Pioneer Real Estate immediately (512-447-4496)

3. SUSPICIOUS PERSON ON OR NEAR PREMISES Call police at 512-480-5011 (or call 911 if immediate response is judged necessary). Inform Pioneer Real Estate of the situation as soon as possible info@pioneeraustin.com

4. DANGEROUS WEATHER Take precautions as directed by local authorities by means of the media; alert other residents if possible. During winter months be alert for media advisories and signs at mailboxes regarding freeze warnings, take precautions for water pipes as directed.

5. STRAY ANIMALS Call City of Austin 311 (or, if an animal seems to present an immediate threat, 911).

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3. SUSPICIOUS PERSON ON OR NEAR PREMISES Call police at 512-480-5011 (or call 911 if immediate response is judged necessary). Inform Pioneer Real Estate of the situation as soon as possible info@pioneeraustin.com

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