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## COMMERCIAL

UPDATED AS OF JUNE 18, 2021

### GOVERNANCE

1. Easton Park Master Covenant [Commercial], recorded as Document No. 2016206134, Official Public Records of Travis County, Texas.
2. Easton Park Community Enhancement Covenant [Commercial], recorded as Document No. 2016206313, Official Public Records of Travis County, Texas.
3. Easton Park Design Guidelines [Commercial], recorded as Document No. 2016206242, Official Public Records of Travis County, Texas.
4. Easton Park Development Tract Declaration [Commercial] Retail Development Tract 1, recorded as Document No. 2016206472, Official Public Records of Travis County, Texas.
5. Easton Park Development Tract Declaration [School Tract #1], recorded as Document No. 2019015134, Official Public Records of Travis County, Texas.
6. Easton Park Notice of Annexation [Commercial] Retail Development Tract 1, recorded as Document No. 2016206391, Official Public Records of Travis County, Texas.
7. Easton Park Notice of Annexation [Commercial] Retail Development Tract 2, recorded as Document No. 2019014975, Official Public Records of Travis County, Texas.
8. Easton Park Notice of De-Annexation [Commercial], recorded as Document No. 2019015069, Official Public Records of Travis County, Texas.
9. Easton Park Notice of Limited Annexation and Amendment to Master Covenant [School Tract #1], recorded as Document No. 2019015070, Official Public Records of Travis County, Texas.
10. Easton Park Adoption of Working Capital Assessment [Commercial], recorded as Document No. 2017096654, Official Public Records of Travis County, Texas.

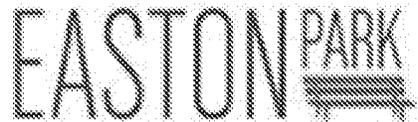
## **CORPORATE**

1. Certificate of Formation of Easton Park Commercial Association, Inc., filed on December 12, 2016.
2. Easton Park Commercial Association, Inc. - Consent of Directors in Lieu of Organization Meeting
3. Easton Park Policy Manual [Commercial], recorded as Document No. 2016206241, Official Public Records of Travis County, Texas.
4. Easton Park Declarant Removal and Appointment of Director, recorded as Document No. 2017175531, Official Public Records of Travis County, Texas, and filed November 2, 2017.
5. Tax Forfeiture Notice of Easton Park Commercial Association, Inc., dated January 26, 2018.
6. Easton Park Declarant Removal and Appointment of Directors [Commercial], recorded as Document No. 2018132866, Official Public Records of Travis County, Texas, and filed August 21, 2018.
7. Application for Reinstatement of Easton Park Commercial Association, Inc., filed on February 4, 2019.
8. Change of Registered Agent and Office for Easton Park Commercial Association, Inc., filed on February 19, 2019.
9. Easton Park Declarant Removal and Appointment of Directors and Officers, recorded as Document No. 2019188991, Official Public Records of Travis County, Texas, and filed December 2, 2019.
10. Action of Board of Directors by Unanimous Consent for Easton Park Commercial Association, Inc., dated May 21, 2020.
11. Easton Park Declarant Appointment and Removal of Officers and Directors, recorded as Document No. 2020082381, Official Public Records of Travis County, Texas, and filed May 21, 2020.
12. Easton Park Declarant Appointment and Removal of Officers and Directors, recorded as Document No. 2021125060, Official Public Records of Travis County, Texas, and filed June 4, 2021.



After recording return to:

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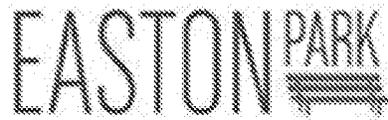


**MASTER COVENANT**  
***[COMMERCIAL]***

*A Commercial Master Planned Community  
in Travis County, Texas*

**NOTE:** NO PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" IS SUBJECT TO THE TERMS OF THIS MASTER COVENANT UNLESS A NOTICE OF ANNEXATION DESCRIBING SUCH PORTION OF THE PROPERTY IS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, IN ACCORDANCE WITH *SECTION 9.05* BELOW.

**Declarant:** CARMA EASTON, LLC, a Texas limited liability company



**MASTER COVENANT**  
**[COMMERCIAL]**

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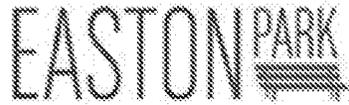
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**MASTER COVENANT**  
**[COMMERCIAL]**

This Easton Park Master Covenant [Commercial] (the “**Master Covenant**”) is made by **CARMA EASTON, LLC**, a Texas limited liability company (the “**Declarant**”), and is as follows:

**RECITALS:**

**A.** Declarant owns certain real property located in Travis County, Texas, as more particularly described on **Exhibit “A”**, attached hereto (the “**Property**”).

**B.** Declarant and Sellers desire to create a uniform plan for the development, improvement, and sale of the Property with Declarant to act as the “**Declarant**” for all purposes under this Master Covenant.

**C.** Portions of the Property may be made subject to this Master Covenant upon the Recording of one or more Notices of Annexation pursuant to *Section 9.05* below, and once such Notices of Annexation have been Recorded, the portions of the Property described therein will constitute the Development (as defined below) and will be governed by and fully subject to this Master Covenant, and the Development in turn will be comprised of separate Development Tracts (as defined below) which will be governed by and subject to separate Development Tract Declarations (as defined below) in addition to this Master Covenant.

**No portion of the Property is subject to the terms and provisions of this Master Covenant until a Notice of Annexation is Recorded. A Notice of Annexation may only be Recorded by the Declarant.**

PROPERTY VERSUS DEVELOPMENT VERSUS DEVELOPMENT TRACT	
“Property”	Described on <b>Exhibit “A”</b> . This is the land that <b>may be made</b> subject to this Master Covenant, from time to time, by the Recording of one or more Notices of Annexations. Declarant has no obligation to annex all or any portion of the Property to this Master Covenant.
“Development”	This is the portion of the Property that <b>has been made</b> subject to this Master Covenant through the Recording of a Notice of Annexation.
“Development Tract”	This is a portion of the Development. Each Development Tract may be made subject to a Development Tract Declaration.

D. This Master Covenant serves notice to the public that upon the further Recording of one or more Notices of Annexation, portions of the Property identified in such notice or notices will be subject to the terms and provisions of this Master Covenant.

**NOW, THEREFORE**, it is hereby declared that: (i) those portions of the Property as and when made subject to this Master Covenant by the Recording of a Notice of Annexation will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; (ii) all dedications, limitations, restrictions and reservations shown on a Plat (as defined below) and all grants and dedications of easements, rights-of-way, restrictions and related rights made prior to any portion of the Property becoming subject to this Master Covenant are hereby incorporated into this Master Covenant for all purposes as if fully set forth herein and shall be construed as adopted in each and every contract, deed or conveyance; and (iii) each contract or deed conveying those portions of the Property which are made subject to this Master Covenant will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

This Master Covenant uses notes (text set apart in boxes) to illustrate concepts and assist the reader. If there is a conflict between any note and the text of this Master Covenant, the text of this Master Covenant will control.

## **ARTICLE 1** **DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Master Covenant will have the meanings hereinafter specified:

**“Applicable Law”** means all statutes, public laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdiction and control over the Development, specifically including the Pilot Knob PUD (defined below), and any other applicable building codes, zoning restrictions, permits and ordinances adopted by the City (defined below), which are in effect at the time a provision of the Documents is applied, and pertaining to the subject matter of the Document provision. Statutes, ordinances and regulations specifically referenced in the Documents are **“Applicable Law”** on the effective date of the Document, and are not intended to apply to the Development if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

**“Assessment”** or **“Assessments”** means assessments imposed by the Association under this Master Covenant.

**“Assessment Unit”** has the meaning set forth in *Section 5.09*.

**“Association”** means Easton Park Commercial Association, Inc., a Texas nonprofit corporation, which will be created by the Declarant to exercise the authority and assume the powers specified in *Article 3* and elsewhere in this Master Covenant. The failure of the Association to maintain its corporate

charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Master Covenant, the Certificate, the Bylaws, and Applicable Law.

**“Board”** means the Board of Directors of the Association.

**“Bulk Rate Contract” or “Bulk Rate Contracts”** means one or more contracts which are entered into by the Association for the provision of services of any kind or nature to the Lots and/or Condominium Units. The services provided under Bulk Rate Contracts may include, without limitation, security services, trash pick-up services, propane service, natural gas service, landscape services and any other services of any kind or nature which are considered by the Board to be beneficial to the Development and/or the Association. Each Bulk Rate Contract must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period.

**“Bylaws”** means the Bylaws of the Association as adopted and as amended from time to time.

**“Certificate”** means the Certificate of Formation of the Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

**“City”** means the City of Austin, Texas, a Texas home rule municipality.

**“Common Area”** means any property or facilities that the Association owns or in which it otherwise holds rights or obligations, including, but not limited to, any property or facilities held by the Declarant for the benefit of the Association or its Members. Declarant reserves the right, from time to time and at any time, to designate by written and Recorded instrument portions of the Property being held by the Declarant for the benefit of the Association. Upon the Recording of such designation, the portion of the Property identified in the Recorded written instrument will be considered Common Area for the purpose of this Master Covenant. Common Area also includes any property that the Association holds under a lease, license, or any easement in favor of the Association, including certain property conveyed to the Association or in which the Association is granted certain easements or other property interests by either the City or a District, including a MUD. Some Common Area will be solely for the common use and enjoyment of the Owners, while other portions of the Common Area may be for the use and enjoyment of the Owners and members of the public.

**“Community Enhancement Covenant”** means that separate Recorded instrument containing covenants, restrictions, conditions and/or limitations, to which portions of the Property are subjected for the purposes of authorizing the Association to levy, collect and administer that certain “Community Enhancement Fee” as further defined therein and for such other purposes as set forth therein.

**“Condominium Unit”** means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Development. A Condominium Unit may be designated in any Development Tract Declaration for commercial or live/work purposes.

**“Declarant”** means **CARMA EASTON, LLC**, a Texas limited liability company. Notwithstanding any provision in this Master Covenant to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights, reservations and duties under this Master Covenant to any person. Declarant may also, by Recorded written instrument, permit any other person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant’s privileges, exemptions, rights and duties under this Master Covenant.

**Declarant enjoys special privileges to facilitate the development, construction, and marketing of the Property and the Development, or to direct the size, shape and composition of the Property and the Development. These special rights are described in this Master Covenant. Many of these rights do not terminate until either Declarant: (i) has sold all Lots or Condominium Units which may be created out of the Property; or (ii) voluntarily terminates these rights by a Recorded written instrument. Declarant may also assign, in whole or in part, all or any of the Declarant's rights established under the terms and provisions of this Master Covenant to one or more third-parties.**

**“Design Guidelines”** means the standards for design and construction of Improvements, landscaping and exterior items proposed to be placed on any Lot or Condominium Unit, and adopted pursuant to *Section 6.04(b)*, as the same may be amended from time to time, including, but not limited to any supplemental guidelines which may be adopted from time to time for portions of the Development. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Development. The Easton Park Reviewer may adopt, and amend from time to time, the Design Guidelines applicable to the Development or any Development Tract, or any portion thereof. The Design Guidelines may be Recorded as a separate written instrument or may be incorporated into a Development Tract Declaration by exhibit or otherwise. Notwithstanding anything in this Master Covenant to the contrary, Declarant will have no obligation to establish Design Guidelines for the Development or any portion thereof.

**“Development”** refers to all or any portion of the Property made subject to this Master Covenant by the Recording of a Notice of Annexation.

**“Development Period”** means the period of time beginning on the date when this Master Covenant has been Recorded, and ending seventy-five (75) years thereafter, unless earlier terminated by a Recorded written instrument executed by the Declarant. Declarant may terminate the Development Period by a Recorded written instrument executed by the Declarant. The Development Period is the period of time in which Declarant reserves the right to facilitate the development, construction, or marketing of the Property and the Development, or the right to direct the size, shape and composition of the Property and the Development. The Development Period is for a term of years and does not require that Declarant own any portion of the Property or the Development.

**“Development Tract”** means any part of the Development (less than the whole), which Development Tract may be subject to a Development Tract Declaration in addition to being subject to this Master Covenant.

**“Development Tract Declaration”** means, with respect to any Development Tract, the separate instruments containing covenants, restrictions, conditions, limitations and/or easements, to which the property within such Development Tract is subjected.

**“District”** means (a) a public improvement district created pursuant to Chapter 372, Subchapter B of the Texas Local Government Code; (b) a municipal utility district created pursuant to Article XVI, Section 59 of the Constitution of the State of Texas and Chapters 49 and 54, Texas Water Code (a “MUD”), including but not limited to, Pilot Knob MUD Nos. 1 – 5, and any other MUD(s) created by the subdivision of any of the foregoing into separate or additional MUD(s); (c) a municipal management district created pursuant to Chapter 375 of the Texas Local Government Code; or (d) any other similarly

constituted governmental or quasi-governmental entity created for the purpose of providing benefits or services to the Development.

**“Documents”** means, singularly or collectively, as the case may be, this Master Covenant, the Certificate, Bylaws, the Policy Manual, the Community Enhancement Covenant, the Design Guidelines (if adopted), any applicable Development Tract Declaration, any applicable Notices of Annexation as each may be amended from time to time, and any Rules promulgated by the Association pursuant to this Master Covenant or any Development Tract Declaration, as adopted and amended from time to time. Any appendix, exhibit, schedule, or certification accompanying any Document is part of such Document. See Table 1 for a summary of the Documents.

**“Easton Park Reviewer”** means the party holding the rights to approve Improvements within the Development and shall be Declarant or its designee until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the rights of the Easton Park Reviewer will automatically be transferred to an ACC, the members of which shall be appointed by the Board as set forth in *Section 6.02* below.

**“Improvement”** means any and all physical enhancements and alterations to the Development, including, but not limited to, grading, clearing, removal of trees, site work, utilities, utility lines, landscaping, irrigation, trails, hardscape, exterior lighting, alteration of drainage flow, drainage facilities, detention/retention ponds, reservoirs, pipes, pumps, wells, tanks, lines, meters, antennas, water features, fences, gates, walls or retaining walls, garages, streets, roadways, driveways, sidewalks, parking areas and/or facilities, buildings, warehouses, storage facilities, exterior air conditioning equipment, exterior fixtures, poles, signs, signage, mailboxes, awnings, and every structure and all appurtenances of every type and kind, whether temporary or permanent in nature.

**“Individual Assessment”** means an Assessment levied against a Lots or Condominium Unit as described in *Section 5.07*.

**“Lot”** means any portion of the Development designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a Plat, other than Common Area, Special Common Area, or a Lot on which a condominium regime has been established. All or any portion of the Development which is not so platted or subject to the condominium form of ownership on the date this Master Covenant is Recorded shall be designated as a singular Lot for the purpose of this Master Covenant until such time as additional Lots are established herein.

**“Majority”** means more than half.

**“Manager”** has the meaning set forth in *Section 3.05(h)*.

**“Master Covenant”** means this Master Covenant, as amended from time to time, containing covenants, conditions, restrictions, limitations and/or easements applicable to all or any portion of the Property made subject hereto by one or more Notices of Annexation Recorded pursuant to *Section 9.05* below.

**“Material Adverse Effect”** means any act, event, occurrence, change in facts, conditions or other change or effect which has been or could reasonably be expected to be materially adverse to any Owner or its assignee within the Development Tract, its business, operations or results of operations, its

development or build-out opportunities, its financial condition or any material asset (including, without limitation, all or any portion of the Development or Improvements thereon owned or occupied by an Owner or its assignee).

**“Member”** means each person or entity that holds membership privileges in the Association.

**“Mortgage”** means any mortgage or deed of trust securing indebtedness and covering any Lot or Condominium Unit.

**“Mortgagee”** means the holder of any Mortgage.

**“Notice of Annexation”** means the Recorded notice executed by the Declarant for the purpose of adding all or any portion of the Property to the terms and provisions of this Master Covenant in accordance with *Section 9.05* below. The Notice of Annexation may include a description of any Special Common Area or Service Area benefitting such portion of the Property added to this Master Declaration and any beneficiaries thereof. A Notice of Annexation may also subject a portion of the Property to a previously Recorded Development Tract Declaration, and may be amended from time to time by Declarant. Furthermore, a Notice of Annexation may identify certain Common Areas on a Plat and designate the Association as the entity responsible for the maintenance of such Common Areas of the date of Recordation.

**“Notice of Plat Recordation”** means the Recorded notice executed by the Declarant for the purpose of more clearly identifying specific Lots subject to the terms and provisions of this Master Covenant after portions of the Property are made subject to a Plat and withdrawing those portions of the Property which are included on the Plat but not shown as a Lot from the terms and provisions of this Master Covenant.

**“Ordinary Public View”** means anything which can be seen in the sight line of normal visual range of a person on a public or private street, thoroughfare, or sidewalk, Common Area, Special Common Area or the Residential Development.

**“Owner”** means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot or Condominium Unit and in no event shall mean any Tenant. A Mortgagee who acquires title to a Lot or Condominium Unit through a deed in lieu of foreclosure or through foreclosure is an Owner. A Person or entity having an ownership interest merely as security for the performance of an obligation is not an Owner. Every Owner is a Member of the Association.

**“Pilot Knob PUD”** means that certain Pilot Knob Planned Unit Development ordinance adopted by the City for the Property on December 17, 2015, by City Ordinance No. 20151217-080, as the same may be amended and modified from time to time, the terms of which may override certain zoning requirements and City ordinances which might otherwise be applicable to the Property.

**“Plat”** means a Recorded subdivision plat of any portion of the Development, and any amendments thereto.

**“Policy Manual”** means the policy manual, which may be initially adopted and Recorded by the Declarant as part of the initial project documentation for the Development. The Policy Manual may include the Bylaws, Rules and other policies governing the Association. The Policy Manual may be

amended or modified, from time to time, by a Majority of the Board. Until the expiration or termination of the Development Period, any amendment or modification to the Policy Manual must be approved in advance and in writing by the Declarant.

**“Property”** means all of that certain real property described on **Exhibit “A”**, attached hereto, that may be made subject to this Master Covenant, from time to time, by the Recording of one or more Notices of Annexation pursuant to *Section 9.05* below, subject to such additions thereto and deletions therefrom as may be made pursuant to *Section 9.03* and *Section 9.04* of this Master Covenant.

**“Record, Recording, Recordation and Recorded”** means recorded in the Official Public Records of Travis County, Texas.

**“Regular Assessments”** means those Assessments levied against the Lots and/or Condominium Units as described in *Section 5.03* for the purpose of funding the estimated net expenses of the Association as reflected on the Annual Budget (defined below).

**“Residential Association”** means Easton Park Master Association, Inc., the property owners association formed to exercise the powers and assume the authority specified in the Residential Master Covenant as to the Residential Development.

**“Residential Master Covenant”** means that certain Easton Park Amended and Restated Master Covenant [Residential], recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as amended, which is or shall be made applicable to the Residential Development.

**“Residential Development”** means that all or portions of that certain nearby or adjacent real property described on **Exhibit “A”** to the Residential Master Covenant which is or shall be made subject to the terms and conditions of the Residential Master Covenant from time to time as further described therein.

**“Rules”** mean any instrument, however denominated, which may be initially adopted by the Declarant as part of the Policy Manual, or subsequently adopted by the Board, for the regulation and management of the Development, including any amendments to those instruments. During the Development Period, any amendment to the Rules must be approved in advance and in writing by the Declarant, unless such approval is otherwise waived by the Declarant in its sole discretion.

**“Service Area”** means a group of Lots and/or Condominium Units designated as a separate Service Area pursuant to this Master Covenant for purpose of receiving benefits or services from the Association which are not provided to all Lots and Condominium Units. A Service Area may be comprised of more than one type of use or structure and may include noncontiguous Lots. A Lot or Condominium Unit may be assigned to more than one Service Area. Service Area boundaries may be established and modified as provided in *Section 2.04*.

**“Service Area Assessments”** means those Assessments levied against the Lots and/or Condominium Units in a particular Service Area to fund Service Area Expenses, as described in *Section 5.06*.

**“Service Area Expenses”** means the estimated or actual expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Service Area, which may include reserves for operations, capital repairs, and replacements.

**“Special Assessments”** means those Assessments levied against the Lots and/or Condominium Units as described in *Section 5.04* for the purpose of enabling the Board to carry out the functions of the Association under the Documents, as may be determined from time to time by the Board in its sole discretion.

**“Special Common Area”** means any interest in real property or improvements which benefits certain Lot(s), Condominium Unit(s), or one or more portion(s) of, but less than all of, the Development, which is designated by Declarant in a Notice of Annexation, Development Tract Declaration, or in any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant) as Special Common Area for the exclusive use and/or the obligation to pay Special Common Area Assessments by the Owners of such Lot(s), Condominium Unit(s), or portion(s) of the Development attributable thereto, and which have been or will be conveyed to the Association, or as to which the Association will be granted rights or obligations, or otherwise held by the Declarant for the benefit of the Association, as set forth in *Section 2.05*. Special Common Area may include any property that the Association holds under a lease, license, or any easement in favor of the Association, including certain property conveyed to the Association or in which the Association is granted certain easement or other property interests by either the City or a District. Some Special Common Area will be solely for the common use and enjoyment of the Owners to which the Special Common Area has been designated, while other portions of Special Common Area may also be for the use and enjoyment of members of the general public.

**“Special Common Area Assessments”** means Assessments levied against the Lots and/or Condominium Units as described in *Section 5.05*.

**“Special Common Area Expenses”** means the estimated and actual expenses which the Association incurs or expects to incur to operate, maintain, repair and replace Special Common Area, which may include a reasonable reserve for capital repairs and replacements.

**“Tenant”** means a tenant, user, occupant, resident or other non-Owner of a Lot.

**“Voting Group”** has the meaning set forth in *Section 3.04(d)* below.

**“Working Capital Assessment”** means those one-time Assessments payable to the Association upon transfer of title of a Lot or Condominium Unit as described in *Section 5.08*, for the purpose of establishing working capital, which may include the use of such amounts by the Association to discharge operating expenses.

TABLE 1: DOCUMENTS	
<b>Master Covenant</b> (Recorded)	Creates obligations that are binding upon the Association and all present and future Owners of all or any portion of the Property made subject to this Master Covenant by the Recording of a Notice of Annexation.
<b>Community Enhancement Covenant</b> (Recorded)	Establishes fee payable to the Association for enhancement purposes within the Development.

<b>Notice of Annexation</b> (Recorded)	Describes the portion of the Property being made subject to the terms and provisions of this Master Covenant and any applicable Development Tract Declaration.
<b>Development Tract Declaration</b> (Recorded)	Includes additional covenants, conditions and restrictions governing portions of the Development.
<b>Certificate of Formation</b> (Filed with Secretary of State and Recorded)	Establishes the Association as a not-for-profit corporation under Texas law.
<b>Bylaws</b> (Recorded)	Governs the Association's internal affairs, such as elections, meetings, etc.
<b>Policy Manual</b> (Recorded)	Establishes the Rules and policies governing the Association and the Development.
<b>Design Guidelines</b> (if adopted, Recorded)	If adopted, governs the design and architectural standards for the construction of Improvements and modifications thereto. Declarant will have no obligation to establish Design Guidelines for the Development.
<b>Rules</b> (if adopted, Recorded)	Rules regarding the use of property, activities, and conduct within the Development. The Rules may be included within the Policy Manual.
<b>Board Resolutions</b> (adopted by the Board of the Association)	Documented decision-making by the Board to establish rules, policies, and procedures for the Association.
<b>Notice of Plat Recordation</b> (Recorded)	Identifies specific Lots on a Plat and upon Recordation, withdraws all Property other than Lots from the terms and provisions of this Master Covenant. Declarant shall have no obligation to Record a Notice of Plat Recordation.

**ARTICLE 2**  
**GENERAL RESTRICTIONS**

**2.01 General.**

(a) Conditions and Restrictions. All Lots and Condominium Units within the Development to which a Notice of Annexation has been Recorded in accordance with *Section 9.05*, will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Documents. **NO PORTION OF THE PROPERTY WILL BE SUBJECT TO THE TERMS AND PROVISIONS OF THIS MASTER COVENANT UNTIL A NOTICE OF ANNEXATION HAS BEEN RECORDED.**

(b) Compliance with Applicable Law and the Documents. Compliance with the Documents is mandatory. However, compliance with the Documents is not a substitute for compliance with Applicable Law. Please be advised that the Documents do not purport to list or describe each requirement, rule, or restriction which may be applicable to a Lot or a Condominium Unit located within the Development. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot or Condominium Unit. Furthermore, an approval by the Easton Park Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot or Condominium Unit. The Association, each Owner, Tenant or other user of any portion of the Development must comply with the Documents and Applicable Law, specifically including the Pilot Knob PUD, as supplemented, modified or amended from time to time. **IN CERTAIN INSTANCES THE PILOT KNOB PUD, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, MAY BE MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OF THE DOCUMENTS OR OTHER CITY ORDINANCES. IN THE EVENT OF A CONFLICT BETWEEN THE**

**PILOT KNOB PUD AND THE DOCUMENTS OR OTHER CITY ORDINANCES, THE MOST RESTRICTIVE REQUIREMENT WILL APPLY, EXCEPT IN CIRCUMSTANCES WHERE COMPLIANCE WITH A MORE RESTRICTIVE PROVISION OF THE DOCUMENTS WOULD RESULT IN A VIOLATION OF THE PILOT KNOB PUD, IN WHICH EVENT THE PILOT KNOB PUD SHALL APPLY. COMPLIANCE WITH MANDATORY REQUIREMENTS IN THE PILOT KNOB PUD WILL NOT RESULT IN THE VIOLATION OF THE DOCUMENTS OR OTHER CITY ORDINANCES.**

(c) Approval of Regulatory Submission Items. Each Owner is further advised that prior to submitting any application, zoning change, variance or special use permit, plat, drainage plans, building or site plan, expressly including any amendments to the preliminary plan and any development plan required to be submitted by an Owner pursuant to any zoning ordinance applicable to the Property or the Development (the “**Regulatory Submission Items**”), to a regulatory authority for approval or issuance of a permit, as applicable, the Owner must first obtain approval from the Declarant during the Development Period and the Board thereafter of the Regulatory Submission Items (the “**Preliminary Regulatory Approval**”), unless obtaining such approval is waived in writing, in the sole and absolute discretion of the Declarant or the Board, as applicable. In the event of a conflict between the Regulatory Submission Items approved pursuant to the Preliminary Regulatory Approval and the Regulatory Submission Items approved by the regulatory authority, the Owner will be required to resubmit the Regulatory Submission Items to obtain a final Preliminary Regulatory Approval. If granted, the Preliminary Regulatory Approval shall be conditional ONLY and any Improvements to be constructed in accordance with the Regulatory Submission Items must be submitted by the Owner to the Easton Park Reviewer for approval in accordance with *Section 6.04(a)* below. Each Owner acknowledges that no regulatory authority has the authority to modify the terms and provisions of the Documents applicable to all or any portion of the Development.

(d) Approval of Project Names. Each Owner is advised that the name used to identify any Development Tract or any portion thereof for marketing or identification purposes must be approved in advance and in writing by the Declarant during the Development Period.

(e) Development Amenities. A Development Tract may include Common Area, open space, water quality facilities, parkland, trails, landscape areas, roadways, driveways or easements which benefit the Development in addition to the Development Tract, as reasonably determined by the Declarant during the Development Period, and the Board after termination or expiration of the Development Period (the “**Development Amenities**”). Declarant, during the Development Period, and the Board after termination or expiration of the Development Period, may require all or a portion of such Development Amenities be conveyed, transferred, or dedicated (by deed easement, or license) to: (i) the Association; or (ii) another entity designated by the Declarant or a Majority of the Board, as applicable, including but not limited to any then-existing District. Alternatively, the Declarant, during the Development Period, and a Majority of the Board after termination or expiration of the Development Period, may require that all or a portion of such Development Amenities be owned and maintained by the Owner of all or a portion of a particular Development Tract, subject to an easement in favor of other Owner(s) and Tenants, as designated by the Declarant or a Majority of the Board, as applicable (*e.g.*, ingress and egress over and across the driveways constructed within the Development Tract).

The Development Amenities may not be conveyed or otherwise transferred unless the conveyance or transfer is approved in advance and in writing by the Declarant during the

Development Period, or a Majority of the Board after expiration or termination of the Development Period.

**2.02 Incorporation of Development Tract Declarations.** Upon Recordation of a Development Tract Declaration such Development Tract Declaration will, automatically and without the necessity of further act, be incorporated into, and be deemed to constitute a part of this Master Covenant, to the extent not in conflict with this Master Covenant, but will apply only to portions of the Property made subject to the Development Tract upon the Recordation of one or more Notices of Annexations. To the extent of any conflict between the terms and provisions of a Development Tract Declaration and this Master Covenant, the terms and provisions of this Master Covenant will control.

**2.03 Conceptual Plans.** All master plans, site plans, brochures, illustrations, information and marketing materials related to the Property or the Development (collectively, the “**Conceptual Plans**”) are conceptual in nature and are intended to be used for illustrative purposes only. **The land uses and Improvements reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that actual land uses within the Property or the Development may include uses which are not shown on the Conceptual Plans.** Neither Declarant nor any other developer of or contractor upon any portion of the Property or the Development makes any representation or warranty concerning such land uses and Improvements shown on the Conceptual Plans or otherwise planned for the Property or the Development. It is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans, or any statement made by Declarant or any of Declarant’s representatives regarding proposed land uses, or proposed or planned Improvements, in making the decision to purchase any land or Improvements within the Property or the Development. Each Owner who acquires a Lot or Condominium Unit within the Development acknowledges that the Development is a master planned community, the development of which will extend over many years, and agrees that the Association will not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Property or to any proposed or actual changes in the Conceptual Plans, as they may be amended or modified from time to time.

THE DEVELOPMENT IS A COMMERCIAL MASTER PLANNED COMMUNITY WHICH WILL BE DEVELOPED OVER A NUMBER OF YEARS. THE PLANS, LAND USES, TOTAL NUMBER, DESIGN, LAYOUT AND LOCATION OF LOTS, LOCATION, DESIGN AND LAYOUT OF PROJECTED IMPROVEMENTS, ASSESSMENTS AND DOCUMENTS MAY BE CHANGED FROM TIME TO TIME, WITHOUT NOTICE OR OBLIGATION TO NOTIFY, DUE TO A NUMBER OF CIRCUMSTANCES, INCLUDING APPLICABLE LAW, MARKET DEMAND AND COST CONSTRAINTS. THERE ARE NO ASSURANCES THAT FUTURE IMPROVEMENTS OR FACILITIES DESCRIBED HEREIN WILL BE CONSTRUCTED. DECLARANT RESERVES THE RIGHT TO MAKE PRICE MODIFICATIONS AND MAKE MODIFICATIONS IN MATERIALS AND SPECIFICATIONS AT ANY TIME WITH OR WITHOUT PRIOR NOTICE.

**2.04 Provision of Benefits and Services to Service Areas.**

(a) Designated by Declarant. Declarant, in a Notice of Annexation Recorded pursuant to *Section 9.05* or in any written Recorded notice, may assign Lots and/or Condominium Units to one or more Service Areas (by name or other identifying designation) as it deems appropriate, which Service Areas may be then existing or newly created, and may require that the Association provide benefits or services to such Lots and/or Condominium Units in addition to those which the Association generally provides to the Development. Declarant may unilaterally amend any Notice of Annexation or any written Recorded notice, to re-designate Service Area boundaries. All costs associated with the provision of services or

benefits to a Service Area will be assessed against the Lots and/or Condominium Units within the Service Area as a Service Area Assessment.

(b) **Owner Petition.** In addition to Service Areas which Declarant may designate, any group of Owners may petition the Board to designate their Lots and/or Condominium Units as a Service Area for the purpose of receiving from the Association: (i) special benefits or services which are not provided to all Lots and/or Condominium Units; or (ii) a higher level of service than the Association otherwise provides. Upon receipt of a petition signed by Owners of a Majority of the Lots and/or Condominium Units within the proposed Service Area, the Board will investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and associated expenses, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge will apply at a uniform rate per Lot and/or Condominium Units among all Service Areas receiving the same service). If approved by the Board, the Declarant during the Development Period, and the Owners of at least sixty-seven percent (67%) of the total number of votes held by all Lots and/or Condominium Units within the proposed Service Area, the Association will provide the requested benefits or services on the terms set forth in the proposal or in a manner otherwise acceptable to the Board. The cost and administrative charges associated with such benefits or services will be assessed against the Lots and/or Condominium Units within such Service Area as a Service Area Assessment.

**2.05 Designation of Special Common Areas.** During the Development Period, Declarant may designate, in a Notice of Annexation, a Development Tract Declaration, or in any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant), any interest in real property or Improvements which benefits certain Lot(s), Condominium Unit(s), or one or more portion(s) of, but less than all of, the Development, as Special Common Area for the use of and/or the obligation to pay Special Common Area Assessments by the Owners of such Lot(s), Condominium Unit(s), or portion(s) of the Development attributable thereto. Such Owners shall have the obligation to pay Special Common Area Assessments for such Special Common Area. Special Common Area may include any property that the Association holds under a lease, license, or any easement in favor of the Association, including certain property conveyed to the Association or in which the Association is granted certain easement or other property interests by either the City or a District. Some Special Common Area will be solely for the common use and enjoyment of the Owners to which the Special Common Area has been designated, while other portions of Special Common Area may also be for the use and enjoyment of members of the general public. Any portion of the Development designated as Special Common Area shall be conveyed to the Association, or the Association shall be granted rights or obligations with respect to such Special Common Area, or such Special Common Area shall otherwise be held by Declarant for the benefit of the Association. The Notice of Annexation, Development Tract Declaration, or other Recorded written instrument designating such Special Common Area will identify the Lot(s), Condominium Unit(s), or other portion(s) of the Development assigned to such Special Common Area. All costs associated with maintenance, repair, replacement, and insurance of such Special Common Area will be assessed as a Special Common Area Assessment against the Owner(s) of the Lot(s), Condominium Unit(s) or portion(s) of the Development to which the Special Common Area is assigned.

**ARTICLE 3**  
**EASTON PARK COMMERCIAL ASSOCIATION, INC.**

**3.01 Organization.** The Association will be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas non-profit corporation. Neither the Certificate nor the Bylaws will, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Covenant.

**3.02 Membership.**

(a) **Mandatory Membership.** Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot or Condominium Unit that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot or Condominium Unit, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot or Condominium Unit.

(b) **Easement of Enjoyment – Common Area.** Every Member of the Association will have a right and easement of enjoyment in and to all of the Common Area and an access easement, if applicable, by and through any Common Area, which easements will be appurtenant to and will pass with the title to such Member's Lot or Condominium Unit, subject to the following restrictions and reservations:

(i) The right of the Declarant during the Development Period, and the Board thereafter or with the Declarant's advance written consent during the Development Period, to cause such Improvements and features to be constructed upon the Common Area;

(ii) The right of the Association to suspend the Member's right to use the Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due or for any period during which such Member is in violation of any provision of this Master Covenant;

(iii) The right of the Declarant during the Development Period, and the Board thereafter or with the Declarant's advance written consent during the Development Period, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for any purpose;

(iv) The right of the Declarant during the Development Period, and the Board thereafter or with the Declarant's advance written consent during the Development Period, to grant easements or licenses over and across the Common Area;

(v) The right of the Board with the advance written approval of the Declarant during the Development Period, to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area;

(vi) The right of the Declarant, during the Development Period, and the Board thereafter or with the advance written approval of the Declarant during the

Development Period, to promulgate Rules regarding the use of the Common Area and any Improvements thereon; and

(vii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by the Declarant.

(c) Easement of Enjoyment – Special Common Area. Each Owner of a Lot or Condominium Unit which has been assigned use of Special Common Area in a Notice of Annexation, Development Tract Declaration, or other Recorded instrument, will have a right and easement of enjoyment in and to all of such Special Common Area for its intended purposes, and an access easement, if applicable, by and through such Special Common Area, which easement will be appurtenant to and will pass with title to such Owner's Lot or Condominium Unit, subject to *Section 3.02(b)* above and subject to the following restrictions and reservations:

(i) The right of the Declarant during the Development Period, and the Board thereafter or with Declarant's advance written consent during the Development Period, to cause such Improvements and features to be constructed upon the Special Common Area;

(ii) The right of Declarant during the Development Period to grant additional Lots or Condominium Units use rights in and to Special Common Area in a subsequently Recorded Notice of Annexation, Development Tract Declaration, or other Recorded instrument;

(iii) The right of the Association to suspend the Member's rights to use the Special Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due and for any period during which such Member is in violation of any provision of this Master Covenant;

(iv) The right of the Declarant during the Development Period, and the Board thereafter or with the Declarant's advance written consent during the Development Period, to grant easements or licenses over and across the Special Common Area;

(v) The right of the Declarant during the Development Period, and the Board thereafter or with the Declarant's advance written consent during the Development Period, to dedicate or transfer all or any part of the Special Common Area to any public agency, authority or utility for any purpose;

(vi) With the advance written consent of the Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Special Common Area and, in furtherance thereof, mortgage the Special Common Area;

(vii) The right of the Declarant during the Development Period, and the Board thereafter or with the advance written consent of the Declarant during the

Development Period, to promulgate Rules regarding the use of the Special Common Area and any Improvements thereon; and

(viii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by the Declarant.

### **3.03 Governance.**

(a) Board of Directors; Officers. The Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. **Notwithstanding the foregoing provision or any provision in this Master Covenant to the contrary, until the expiration or termination of the Development Period, Declarant will be entitled to appoint and remove all members of the Board. Declarant may terminate its right as to the appointment and removal of one or more or all the Board members by the Recordation of a termination notice executed by the Declarant. In the event Declarant terminates its right to appoint and remove less than all of the Board members, the Board positions to which the termination applies will be elected by the Members. Each Board member elected by the Members in accordance with the foregoing sentence will be elected for a term of one (1) year.**

At such time as Declarant no longer has or terminates the right to appoint and remove any members of the Board as provided in this *Section 3.03*, the president of the Association will call a meeting of the Members of the Association where the Members will elect one (1) Board member for a three (3) year term, one (1) Board member for a two (2) year term, and one (1) Board member for a one (1) year term. Upon expiration of the term of a Board member elected by the Members as provided herein, his or her successor will be elected by the Members for a term of two (2) years. A Board member 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.

*It is not presently intended that the majority of the Development will be restricted to residential use, thus rendering Chapter 209 of the Texas Property Code inapplicable to Development or the Association. However, in the event it is determined that Section 209.00591 of the Texas Property Code applies to the Development and/or the Association, then subject to the provisions set forth therein, the Board will call a meeting of Members of the Association for the purpose of electing one-third of the Board (the "Initial Member Election Meeting"), which Board member(s) must be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds (2/3) of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period.*

(b) Advisory Committees. Subject to the requirements otherwise set forth in *Section 6.02* below and as further set forth in the Bylaws, the Board may, but is not required, to adopt a resolution to designate two (2) or more Members, which may include the Declarant and/or one (1) or more Board members to a committee for any purpose; provided, that any such committee shall serve in an advisory capacity only with the sole powers of: (i) recommending action to the Board; and (ii) carrying out and implementing any instructions or

any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

**3.04 Voting Allocation.** The method of voting and the number of votes which may be cast for election of Board members (except as provided by *Section 3.03*) and on all other matters to be voted on by the Members will be calculated as set forth below.

(a) Owners. Each Owner of a Lot or Condominium Unit will be allocated the number of votes for such Lot or Condominium Unit so owned as determined by Declarant in its sole and absolute discretion, which determination will be set forth in the Notice of Annexation attributable to the Lot or Condominium Unit(s). Declarant's determination regarding the number of votes to which such Owners will be entitled will be final, binding and conclusive. The Notice of Annexation may include a provision with an alternative vote allocation in the event all or a portion of a Lot is submitted to the condominium form of ownership. Declarant, in its sole and absolute discretion, or a Majority of the Board after the expiration or termination of the Development Period, may modify and amend (which modification and amendment may be effected after Declarant's conveyance of any Lot or Condominium Unit to any person not affiliated with Declarant) the number of votes previously assigned to a Lot or Condominium Unit if the actual use of the Lot or Condominium Unit or the Improvements actually constructed on the Lot or Condominium Unit differ from the anticipated use of the Lot or Condominium Unit or Improvements contemplated to be constructed thereon at the time the Notice of Annexation was originally Recorded. In the event of a modification to the votes allocated to a Lot or Condominium Unit, Declarant, or the Board, as applicable, will Record an amended Notice of Annexation setting forth the revised allocation of votes attributable to the Lot or Condominium Unit.

(b) Declarant. In addition to the votes to which Declarant is entitled by reason of *Section 3.04(a)*, for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development Period. Declarant may cast votes allocated to the Declarant pursuant to this Section and shall be considered a Member for the purpose of casting such votes, and need not own any portion of the Development as a pre-condition to exercising such votes.

(c) Co-Owners. Any co-Owner may cast the vote for the Lot or Condominium Unit, and Majority agreement shall be conclusively presumed unless another co-Owner of the Lot or Condominium Unit protests to the Secretary prior to the close of balloting. In the absence of a Majority agreement, the Lot's or Condominium Unit's vote shall be suspended if two or more co-Owners seek to exercise it independently. In no event will the vote for a Lot or Condominium Unit exceed the total votes allocated to such Lot or Condominium Unit pursuant to this *Section 3.04*.

(d) Voting Groups. Voting Groups permit Owners in separate portions of the Development the opportunity to be represented on the Board and to avoid situations in which one or more, but less than all, Owners are able to elect all Board members. Declarant hereby reserves the right to create and group certain Lots and/or Condominium Units into Voting Groups as set forth in a Recorded written notice and to establish rules and procedures applicable thereto. If established, then upon the expiration or termination of the Development Period, the Owners within such Voting Groups will vote on a separate slate of Board member

candidates, with each Voting Group electing an equal number of Board members, and any additional Board member elected at large by all Members. Voting Groups and any rules and procedures attributable thereto will be established, if at all, not later than the date of the expiration or termination of the Development Period. Such designation may be amended from time to time by Declarant, acting alone, during the Development Period by a Recorded written instrument. The designation of Voting Groups and the rules and procedures attributable thereto may be amended by Declarant from time to time. An amendment to a Voting Group designation shall not constitute an amendment to this Master Covenant, and no consent or approval to modify such Voting Group designation shall be required except as stated in this paragraph.

**3.05 Powers.** The Association will have the powers of a Texas nonprofit corporation. It will further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by Applicable Law or this Master Covenant. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

(a) Rules. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, Rules, policies, the Bylaws and the Policy Manual, as applicable, which are not in conflict with this Master Covenant, as it deems proper, covering any and all aspects of the Development (including the operation, maintenance and preservation thereof) or the Association. Any Rules, policies, the Bylaws and the Policy Manual and any modifications thereto, proposed by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period.

(b) Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to protect the Association and carry out the Association's functions.

(c) Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Documents available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours in accordance with Applicable Law.

(d) Assessments. To levy and collect Assessments and to determine Assessment Units, as provided in *Article 5* below.

(e) Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot or into any Condominium Unit for the purpose of enforcing the Documents or for the purpose of maintaining or repairing any area, Improvement or other facility or removing any item to conform to the Documents. The expense incurred by the Association in connection with the entry upon any Lot or into any Condominium Unit and the removal or maintenance and repair work conducted therefrom, thereon or therein will be a personal obligation of the Owner of the Lot or the Condominium Unit so entered, will be deemed an Individual Assessment against such Lot or Condominium Unit, will be secured by a lien upon such Lot or Condominium Unit, and will be enforced in the same manner and to the same extent as provided in *Article 5* hereof for Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of

and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Documents. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Documents; provided, however, that the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not alter or demolish any Improvements on any Lot, or in any Condominium Unit, other than Common Area or Special Common Area, in enforcing this Master Covenant before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) or Condominium Unit(s) has been obtained. **EACH OWNER AND TENANT HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 3.05(e) (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT TO THE EXTENT SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION RESULTED FROM THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area or Special Common Area for the purpose of constructing, erecting, operating or maintaining the following:

- (i) Parks, parkways or other recreational facilities or structures;
- (ii) Roads, streets, sidewalks, signs, street lights, walks, driveways, trails and paths;
- (iii) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- (iv) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
- (v) Any similar improvements or facilities.

Until expiration or termination of the Development Period, any grant or conveyance under this *Section 3.05(g)* must be approved in advance and in writing by the Declarant. In addition, the Association (with the advance written approval of the Declarant during the Development Period) and the Declarant are expressly authorized and permitted to convey easements over and across Common Area or Special Common Area for the benefit of property not otherwise subject to the terms and provision of this Master Covenant.

(h) Manager. To retain and pay for the services of a person or firm, which may include Declarant or any affiliate of Declarant (the “**Manager**”), to manage and operate the Association, its real or personal property, including any Common Area or Special Common Area, and/or any Service Area, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers and functions to the Manager. In addition, the Board may adopt transfer fees, resale certificate fees or any other fees associated with the provision of management services to the Association or its Members. **THE MEMBERS HEREBY RELEASE THE ASSOCIATION AND THE MEMBERS OF THE BOARD FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.**

(i) Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, security services, gardening, private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, canals, and lakes and all other utilities, services, repair and maintenance for any portion of the Property.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to Applicable Law or under the terms of the Documents or as determined by the Board.

(k) Construction on Common Area and Special Common Area. To construct new Improvements or additions to Common Area and Special Common Area, subject to the approval of the Board, or the Declarant during the Development Period.

(l) Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board will determine, to operate and maintain the Development, any Common Area, Special Common Area, Service Area, Improvement, or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board, the Association, or the Members. During the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant.

(m) Property Ownership. To acquire, own and dispose of real or personal property, whether by grant, lease, easement, gift or otherwise. During the Development Period, all acquisitions and dispositions of the Association hereunder must be approved in advance and in writing by the Declarant.

(n) Authority with Respect to the Documents. To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any of the Documents. Any decision by the Board to delay or defer the exercise of the power and authority granted by this *Section 3.05(n)* will not subsequently in any way limit, impair or affect ability of the Board to exercise such power and authority.

(o) Membership Privileges. To establish Rules governing and limiting the use of the Common Area, Special Common Area, Service Area, and any Improvements thereon. All Rules

governing and limiting the use of the Common Area, Special Common Area, Service Area, and any Improvements thereon must be approved in advance and in writing by the Declarant during the Development Period.

(p) Relationships with Districts and Tax Exempt Organizations. To create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area, Special Common Area, or Service Area, to any District or non-profit, tax-exempt organization, the operation of which confers some benefit upon the Development, the Association, or the Members. The Association may contribute money, real or personal property, or services to such entity. Any such contribution shall be a common expense to be included in the Assessments levied by the Association and included as a line item in the Association's annual budget. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code (the "**Code**"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time. The Association may maintain multiple-use facilities within the Development and allow use by tax-exempt organizations. Such use may be on a scheduled or "first-come, first-served" basis. A reasonable maintenance and use fee may be charged for the use of such facilities.

**3.06 Common Area and Special Common Area.** The Association may acquire, hold, maintain, insure and dispose of any interest in tangible and intangible personal property and real property. Declarant, the City or a District may transfer or convey to the Association interests in real or personal property, including the Facilities (as further defined below) within or for the benefit of the Development, or the Development and the general public, and the Association will accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. In addition, Declarant may reserve from any such property easements for the benefit of the Declarant, the City, a District, the general public, any third party and/or property not otherwise subject to the terms and provisions of this Master Covenant. Such property will be accepted by the Association and thereafter will be maintained as Common Area or Special Common Area, as applicable, by the Association for the benefit of the Owners, the Development and/or the general public subject to any restrictions set forth in the deed or other instrument conveying, transferring or assigning such property to the Association. Upon Declarant's written request during the Development Period, the Association will re-convey to Declarant any unimproved real property that Declarant originally conveyed to the Association to the extent conveyed in error or needed to make minor adjustments in property lines, as determined in the sole and absolute discretion of the Declarant. Declarant and/or its assignees may construct and maintain upon portions of the Common Area and/or the Special Common Area such facilities and may conduct such activities which, in Declarant's sole opinion, may be required, convenient, or incidental to the construction or sale of Improvements on the Development, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and/or its assignees shall have an easement over and across the Common Area and/or the Special Common Area for access and shall have the right to use such facilities and to conduct such activities at no charge.

**3.07 Indemnification.** To the fullest extent permitted by Applicable Law but without duplication (and subject to) any rights or benefits arising under the Certificate or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil,

criminal, administrative or investigative by reason of the fact that he or she is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by him or her in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he or she: (a) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association; or (b) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

**3.08 Insurance.** The Board may purchase and maintain, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against such person or incurred by such person in their capacity as an director, officer, committee member, employee, servant or agent of the Association, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability or otherwise.

**3.09 Bulk Rate Contracts.** Without limitation on the generality of the Association powers set out in *Section 3.05* hereinabove (except that during the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant), the Association will have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers chosen by the Board (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are the owners or participants, directly or indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion. The Association may, at its option and election add the charges payable by such Owner under such Bulk Rate Contract to the Assessments (Regular, Special, Service Area, Special Common Area, or Individual, as the case may be) against such Owner's Lot or Condominium Unit. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association will be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Master Covenant with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot or Condominium Unit which is reserved under the terms and provisions of this Master Covenant. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12-day period), in addition to all other rights and remedies available at law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association and not paid for by such Owner (or Tenant of such Owner's Lot or Condominium Unit) directly to the applicable service or utility provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner (or Tenant of such Owner's Lot or Condominium Unit) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service will be

disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

**3.10 Community Services and Systems.** The Declarant, or any affiliate of the Declarant with the Declarant's consent, during the Development Period, and the Board, with the Declarant's consent during the Development Period, is specifically authorized, but not required, to install, provide, maintain and furnish, or to enter into contracts with other persons to install, provide, maintain and furnish, central telecommunication receiving and distribution systems (e.g. cable television, high speed data/Internet/intranet services, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, to serve all or any portion of the Development ("**Community Services and Systems**"). The Community Services and Systems, including any fees or royalties paid or revenue generated therefrom, shall be the property of Declarant unless transferred by Declarant, whereupon any proceeds of such transfer shall belong to Declarant and neither the Association nor any Owner shall have any interest therein. Declarant shall have the right but not the obligation to convey, transfer, sell or assign all or any portion of the Community Services and Systems or all or any portion of the rights, duties or obligations with respect thereto, to the Association or to any individual or entity. Any or all of the Community Services and Systems may be provided either: (a) directly through the Association and paid for by the Owners as part of the Assessments; or (b) directly by Declarant, any affiliate of Declarant, or a third party, to the Owner who receives any or all of the Community Services and Systems. In the event the Declarant, or any affiliate of the Declarant, elects to provide any of the Community Services and Systems to all or any portion of the Development, the Declarant or affiliate of the Declarant may enter into an agreement with the Association with respect to the Community Services and Systems provided. In the event Declarant, or any affiliate of the Declarant, enters into a contract with a third party for the provision any Community Services and Systems to serve all or any portion of the Development, the Declarant, or the affiliate of the Declarant, may assign any or all of the rights or obligations of the Declarant, or the affiliate of the Declarant, under the contract to the Association or any individual or entity. Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Community Services and Systems as the Declarant or the Board, as applicable, determines appropriate. Each Owner acknowledges that interruptions in Community Services and Systems will occur from time to time. The Declarant and the Association, or any of their respective affiliates, Board members, officers, employees and agents, or any of their successors or assigns shall not be liable for, and no Community Services and Systems user shall be entitled to any refund, rebate, discount, or offset in applicable fees for, any interruption in Community Services and Systems, regardless of whether or not such interruption is caused by reasons within the service provider's control. The rights of Declarant with respect to the Community Services and Systems installed by Declarant and the services provided through such Community Services and Systems are exclusive, and no other person may provide such services through the Community Services and Systems installed by Declarant without the prior written consent of Declarant.

**3.11 Protection of Declarant's Interests.** Despite any assumption of control of the Board by Owners other than Declarant, until the expiration or termination of the Development Period, the Board is prohibited from taking any action which would discriminate against Declarant, or which would be detrimental to the sale of Lots or Condominium Units owned by Declarant. Declarant shall be entitled to determine, in its sole and absolute discretion, whether any such action discriminates or is detrimental to Declarant. Unless otherwise agreed to in advance and in writing by the Declarant, the Board will be required to continue the same level and quality of maintenance, operations and services as that

provided immediately prior to assumption of control of the Board by Owners other than Declarant until the expiration or termination of the Development Period.

**3.12 Administration of Common Area, Special Common Area, or Service Area.** The administration of the Common Area, Special Common Area, and Service Area by the Association shall be in accordance with the provisions of Applicable Law and the Documents, and of any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans designated by Declarant or by any public agency or District having regulatory jurisdiction over the Common Area, Special Common Area, or Service Area, or by any title insurance company selected by Declarant to insure title to any portion of such areas.

#### **ARTICLE 4 INSURANCE**

**4.01 Insurance.** Each Owner will be required to purchase and maintain commercially standard insurance on the Improvements located upon such Owner's Lot or Condominium Unit. The Association will not maintain insurance on the Improvements constructed upon any Lot or Condominium Unit. The Association may, however, obtain such other insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board, in its discretion, may deem necessary. Insurance premiums for such policies will be a common expense to be included in the Assessments levied by the Association. The acquisition of insurance by the Association will be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

##### **ARE YOU COVERED?**

**The Association will not provide insurance which covers an Owner's Lot, a Condominium Unit, or any Improvements or personal property located on a Lot or within a Condominium Unit.**

**4.02 Restoration Requirements.** In the event of any fire or other casualty, the Owner will either: (a) unless otherwise approved by the Easton Park Reviewer, promptly commence the repair, restoration and replacement of any damaged or destroyed Improvements to the same exterior condition which existed prior to the damage or destruction thereof, within one hundred and eighty (180) days after the occurrence of such damage or destruction, and thereafter prosecute the same to completion; or (b) in the case of substantial or total damage or destruction of any Improvement, remove all such damaged Improvements and debris from the Development within sixty (60) days after the occurrence of such damage or destruction. Unless otherwise approved by the Easton Park Reviewer, any repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials substantially the same as those originally used in the Improvements which have been damaged or destroyed, as determined by the Easton Park Reviewer, in its sole and absolute discretion. To the extent that the Owner fails to commence repair, restoration, replacement, or the removal of debris, within the time period required in this *Section 4.02*, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and the costs incurred by the Association will be levied as an Individual Assessment against such Owner's Lot or Condominium Unit; provided, however, that if the Owner is prohibited or delayed by Applicable Law from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision will not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner

fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1.5%) per month) will be levied as an Individual Assessment chargeable to the Owner's Lot or Condominium Unit. **EACH OWNER AND TENANT HEREBY INDEMNIFIES, RELEASES, AND HOLDS HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 4.02, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

**4.03 Restoration - Mechanic's and Materialmen's Lien.** Each Owner whose structure is repaired, restored, replaced or cleaned up by the Association pursuant to the rights granted under this *Article 4*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, replacement or clean-up of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration, replacement, or clean-up exceeds any insurance proceeds allocable to such repair, restoration, replacement, or clean-up which are delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration, replacement, or clean-up such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

## **ARTICLE 5**

### **COVENANT FOR ASSESSMENTS**

#### **5.01 Assessments.**

(a) **Established by Board.** Assessments established by the Board pursuant to the provisions of this *Article 5* will be levied against each Lot and Condominium Unit in amounts determined pursuant to *Section 5.09(b)* below. The total amount of Assessments will be determined by the Board in accordance with the terms of this *Article 5*.

(b) **Personal Obligation; Lien.** Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot or Condominium Unit against which the Assessment is levied and will be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Lot and all Improvements thereon or each such Condominium Unit (such lien, with respect to any Lot or Condominium Unit not in existence on the date hereof, will be deemed granted and conveyed at the time that such Lot or Condominium Unit is created). The Association may enforce payment of such Assessments in accordance with the provisions of this Article. Unless the Association elects otherwise (which election may be made at any time), each condominium association established by a condominium regime imposed upon all or a portion of the Development Tract will collect all Assessments levied pursuant to this Master Covenant from Condominium Unit Owners within such condominium regime. The condominium association will promptly remit all Assessments collected from Condominium Unit Owners to the Association. If the condominium association fails to timely collect any portion of the Assessments due from the Owner of the Condominium Unit, then the Association may collect

such Assessments allocated to the Condominium Unit on its own behalf and enforce its lien against the Condominium Unit without joinder of the condominium association. The condominium association's right to collect Assessments on behalf of the Association is a license from the Association which may be revoked by written instrument at any time, and from time to time, at the sole and absolute discretion of the Board.

(c) **Declarant Subsidy.** Declarant may, but is not obligated to, reduce Assessments which would otherwise be levied against Lots and Condominium Units for any fiscal year by the payment of a subsidy to the Association. Any subsidy paid to the Association by Declarant may be treated as a contribution or a loan, in Declarant's sole and absolute discretion. The payment of a subsidy in any given year will not obligate Declarant to continue payment of a subsidy to the Association in future years.

**5.02 Maintenance Fund.** The Board will establish a maintenance fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Master Covenant. The funds of the Association may be used for any purpose authorized by the Documents and Applicable Law.

**5.03 Regular Assessments.** Prior to the beginning of each fiscal year, the Board will prepare a budget to establish the estimated net expenses of the Association (the "**Annual Budget**") by setting forth: (a) an estimate of expenses to be incurred by the Association during such year in performing its functions and exercising its powers under this Master Covenant, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing street and other lighting, the cost of administering and enforcing the Documents; and (b) an estimate of the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve; and which (c) excludes the operation, maintenance, repair and management costs and expenses associated with any Service Area and Special Common Area. The Regular Assessments shall be set at such a level which is sufficient to fund the estimated net expenses of the Association as reflected on the Annual Budget, as determined by the Board in its sole and absolute discretion, and such amount shall thereafter be levied against each Lot and Condominium Unit. The Board's determination as to the amount of the Regular Assessments to be levied will be final and binding. If the sums collected prove inadequate for any reason, including nonpayment of any Assessment by an Owner, the Association may at any time, and from time to time, levy further Regular Assessments in the same manner. All such Regular Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

**5.04 Special Assessments.** In addition to the Regular Assessments provided for above, the Board may levy Special Assessments whenever, in the Board's sole discretion, such Special Assessments are necessary to enable the Board to carry out the functions of the Association under the Documents. The amount of any Special Assessments will be at the sole discretion of the Board. In addition to the Special Assessments authorized above, the Association may, in any fiscal year, levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Special Common Area. Any Special Assessment levied by the Association for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area will be levied against all Owners based on Assessment Units. Any Special Assessments levied by the Association for the purpose of defraying in whole or in part, the cost of any construction, reconstruction,

repair or replacement of a capital improvement upon any Special Common Area will be levied against all Owners who have been assigned the obligation to pay Special Common Area Assessments based on Assessment Units. All Special Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first (1st) day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

**5.05 Special Common Area Assessments.** Prior to the beginning of each fiscal year, the Board will prepare a separate budget estimating the Special Common Area Assessments which will be needed to cover estimated expenses to be incurred by the Association to operate, maintain, repair, or manage any Special Common Area (the "**Special Common Area Budget**"). The Special Common Area Budget will be an estimate of the amount needed to operate, maintain, repair and manage such Special Common Area including a reasonable provision for contingencies and an appropriate replacement reserve. The level of Special Common Area Assessments will be set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding. If the sums collected prove inadequate for any reason, including non-payment of any Assessment by an Owner, the Association may at any time, and from time to time, levy further Special Common Area Assessments in the same manner as aforesaid. All such Special Common Area Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole discretion.

**5.06 Service Area Assessments.** Prior to the beginning of each fiscal year, the Board will prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses to be incurred by the Association in the coming year. The total amount of Service Area Assessments will be allocated either: (a) equally among Lots or Condominium Units within the Service Area; (b) based on Assessment Units assigned to Lots or Condominium Units within the Service Area; or (c) based on the benefit received among all Lots and Condominium Units in the benefited Service Area. All amounts that the Association collects as Service Area Assessments will be expended solely for the benefit of the Service Area for which they were collected and will be accounted for separately from the Association's general fund.

**5.07 Individual Assessments.** In addition to any other Assessments, the Board may levy an Individual Assessment against an Owner's Lot or Condominium Unit, which may include, but is not limited to: (a) interest, late charges, and collection costs on delinquent Assessments; (b) reimbursement for costs incurred in bringing an Owner or the Owner's Lot or Condominium Unit into compliance with the Documents; (c) fines for violations of the Documents; (d) transfer-related fees and resale certificate fees; (e) fees for estoppel letters and project documents; (f) insurance deductibles; (g) reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Tenants of the Owner's Lot or Condominium Unit; (h) common expenses that benefit fewer than all of the Lots or Condominium Units, which may be assessed according to benefit received; and (i) fees or charges levied against the Association on a per-Lot or per-Condominium Unit basis.

**5.08 Working Capital Assessment.** Each Owner (other than Declarant) will pay a one-time Working Capital Assessment to the Association in such amount, if any, as may be determined by the Declarant during the Development Period, and by the Board thereafter. The Working Capital Assessment hereunder will be due and payable to the Association immediately upon each transfer of title to a Lot or Condominium Unit, including upon transfer of title from one Owner of such Lot or Condominium Unit to any subsequent purchaser or transferee thereof. Such Working Capital Assessment need not be uniform among all Lots or Condominium Units, and the Declarant or the Board,

as applicable, is expressly authorized to levy Working Capital Assessments of varying amounts depending on the size, use and general character of the Lots or Condominium Units then being made subject to such levy. The Association may use the Working Capital Assessments to discharge operating expenses. The levy of any Working Capital Assessment will be effective only upon the Recordation of a written notice, signed by the Declarant or a duly authorized officer of the Board, as applicable, setting forth the amount of the Working Capital Assessment and the Lot(s) or Condominium Unit(s) to which it applies.

Notwithstanding the foregoing provision, the following transfers will not be subject to the Working Capital Assessment: (a) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (b) transfer to, from, or by the Association; or (c) voluntary transfer by an Owner to one or more co-Owners, or to the Owner's spouse, child, or parent. In the event of any dispute regarding the application of the Working Capital Assessment to a particular Owner, Declarant during the Development Period, or the Board thereafter, will determine application of an exemption in its sole and absolute discretion. The Working Capital Assessment will be in addition to, and not in lieu of, any other Assessments levied in accordance with this *Article 5* and will not be considered an advance payment of such Assessments. The Declarant during the Development Period, and the Board thereafter, will have the power to waive the payment of any Working Capital Assessment attributable to any or all Lots or Condominium Units by the Recordation of a waiver notice or in the Notice of Annexation, which waiver may be temporary or permanent.

#### **5.09 Amount of Assessment.**

(a) Assessments to be Levied. The Board will levy Assessments against each "Assessment Unit" (as defined in *Section 5.09(b)* below). Unless otherwise provided in this Master Covenant, Assessments levied pursuant to *Section 5.03* and *Section 5.04* will be levied uniformly against each Assessment Unit. Special Common Area Assessments levied pursuant to *Section 5.05* will be levied uniformly against each Assessment Unit allocated to a Lot or Condominium Unit that has been assigned the obligation to pay Special Common Area Assessments for specified Special Common Area. Service Area Assessments levied pursuant to *Section 5.06* will be levied either: (i) equally among Lots or Condominium Units within the Service Area; (ii) based on Assessment Units assigned to Lots or Condominium Units within the Service Area; or (iii) based on the benefit received among all Lots and Condominium Units in the Service Area.

(b) Assessment Unit. Each Lot and Condominium Unit will be allocated that number of Assessment Units set forth in the Notice of Annexation attributable to such Lot or Condominium Unit. Declarant will determine such Assessment Units in its sole and absolute discretion. Declarant's determination regarding the number of Assessment Units applicable to each Lot or Condominium Unit will be final, binding and conclusive. A Notice of Annexation may include a provision with an alternative Assessment Unit allocation in the event all or a portion of a Lot is submitted to the condominium form of ownership. Declarant, in its sole and absolute discretion, or the Board after the expiration or termination of the Development Period, may modify and amend (which modification and amendment may be effected after Declarant's conveyance of any Lot or Condominium Unit to any person not affiliated with Declarant) the number of Assessment Units previously assigned to a Lot or Condominium Unit if the actual use of the Lot or Condominium Unit or Improvements actually constructed on the Lot or Condominium Unit differ from the anticipated use of the Lot or Condominium Unit or

Improvements contemplated to be constructed thereon at the time of Recording of the Notice of Annexation. In the event of a modification to the Assessment Units allocated to a Lot or Condominium Unit, Declarant or the Board, as applicable, will Record an amended Notice of Annexation setting forth the revised allocation of Assessment Units attributable to the Lot or Condominium Unit.

(c) Declarant Exemption. Notwithstanding anything in this Master Covenant to the contrary, no Assessments will be levied upon Lots or Condominium Units owned by Declarant.

(d) Other Exemptions. Declarant may, in its sole discretion, elect to: (i) exempt any un-platted or unimproved portion of the Development, or any Lot or Condominium Unit from Assessments; (ii) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Development, or any Lot or Condominium Unit; or (iii) reduce the levy of Assessments against any un-platted, unimproved or improved portion of the Development, or any Lot or Condominium Unit. In the event Declarant elects to delay or reduce Assessments pursuant to this Section, the duration of the delay or the amount of the reduction will be set forth in a Recorded written instrument. Declarant may terminate, extend or modify any delay or reduction set forth in a previously Recorded instrument by the Recordation of a replacement instrument. Declarant or the Board may also exempt any portion of the Property which is dedicated and accepted by public authority from Assessments.

**5.10 Late Charges.** If any Assessment is not paid by the due date applicable thereto, the Owner responsible for the payment thereof may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may designate, and the late charge (and any reasonable handling costs) will be a charge upon the Lot or Condominium Unit owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot or Condominium Unit; provided, however, such charge will never exceed the maximum charge permitted under Applicable Law.

**5.11 Owner's Personal Obligation for Payment of Assessments.** Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot or Condominium Unit against which such Assessments are levied. No Owner may exempt himself or herself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot or Condominium Unit will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by Applicable Law (including usury laws) from the due date thereof (or if there is no such highest rate, then at the rate of one and one-half percent (1.5%) per month), together with all costs and expenses of collection, including reasonable attorney's fees.

**5.12 Assessment Lien and Foreclosure.** The payment of all sums assessed in the manner provided in this *Article 5* is, together with late charges as provided in *Section 5.10* and interest as provided in *Section 5.11* and all costs of collection, including attorney's fees, are secured by the continuing Assessment lien granted to the Association pursuant to *Section 5.01(b)* above, and will bind each Lot and Condominium Unit in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and charges against such Lot or Condominium Unit, except only for (a) tax and governmental assessment liens; and (b) all sums secured by a Recorded first mortgage lien or Recorded first deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question. The Association will have the power to subordinate the aforesaid

Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by an authorized officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot or Condominium Unit covered by such lien and a description of the Lot or Condominium Unit. Such notice may be signed by an authorized officer of the Association and will be Recorded. Each Owner, by accepting a deed or ownership interest to a Lot or Condominium Unit subject to this Master Covenant will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have pursuant to Applicable Law and under this Master Covenant, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the Lot or Condominium Unit at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot or Condominium Unit; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this *Section 5.12*, the Association will upon the request of the Owner, and at such Owner's cost, execute a release of lien relating to any lien for which written notice has been Recorded as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release may be signed by an authorized officer of the Association and Recorded. In addition to the lien hereby retained, in the event of nonpayment by any Owner of any Assessment and after the lapse of at least twelve (12) days since such payment was due, the Association may, upon five (5) days' prior written notice (which may run concurrently with such 12-day period) to such Owner, in addition to all other rights and remedies available pursuant to Applicable Law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility or cable services, provided through the Association and not paid for directly by an Owner or Tenant to the utility or service provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner or the Owner's tenant can make arrangements for payment of the bill and for reconnection of service. Any utility or cable service will not be disconnected or terminated on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services. Except as otherwise provided by Applicable Law, the sale or transfer of a Lot or Condominium Unit will not relieve the Owner of such Lot or Condominium Unit or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot or Condominium Unit and on the date of such conveyance Assessments against the Lot or Condominium Unit remain unpaid, or said Owner owes other sums or fees under this Master Covenant to the Association, the Owner will pay such

amounts to the Association out of the sales price of the Lot or Condominium Unit, and such sums will be paid in preference to any other charges against the Lot or Condominium Unit other than liens superior to the Assessment liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Lot or Condominium Unit which are due and unpaid. The Owner conveying such Lot or Condominium Unit will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot or Condominium Unit also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the administrative expenses associated with updating the Association's records upon the transfer of a Lot or Condominium Unit to a third party; provided, however, that no administrative transfer fee will be due upon the transfer of a Lot or Condominium Unit from Declarant to a non-Declarant Owner.

**5.13 Exempt Property.** The following area within the Development will be exempt from the Assessments provided for in this Article:

- (a) All area dedicated and accepted by a District or other public authority or governmental or quasi-governmental entity;
- (b) The Common Area and the Special Common Area; and
- (c) Any portion of the Property or Development owned by Declarant.

No portion of the Property will be subject to the terms and provisions of this Master Covenant, and no portion of the Property (or any owner thereof) will be obligated to pay Assessments hereunder unless and until such Property has been made subject to the terms of this Master Covenant by the Recording of a Notice of Annexation in accordance with *Section 9.05* below.

**5.14 Fines and Damages Assessment.**

(a) Board Assessment. The Board may assess fines against an Owner for violations of the Documents which have been committed by an Owner, an Tenant or an Owner's or Tenant's guests, agents or invitees pursuant to a fine and enforcement policy adopted by the Board. Any fine and/or charge for damage levied in accordance with this *Section 5.14* shall be considered an Individual Assessment pursuant to this Master Covenant. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area, Special Common Area, Service Area, or any Improvements caused by the Owner, Tenant, or the Owner's or Tenant's guests, agents, or invitees. The Manager shall have authority to send notices to Owners, informing them of the alleged violations and asking such Owners to comply with the Documents, and/or informing such Owners of potential or probable fines or damage Assessments. The Board may from time to time adopt a schedule of fines.

(b) Lien Created. The payment of each fine and/or damage charge levied by the Board against an Owner is, together with interest as provided in *Section 5.11* hereof and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 5.01(b)* of this Master Covenant. Unless otherwise provided in this *Section 5.14*, the fine and/or damage charge shall be considered an Assessment for the

purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this *Article 5*.

**5.15 Community Enhancement Fee.** Upon the Recordation of one or more Notices of Annexation pursuant to *Section 9.05* below, portions of the Property shall also be made subject to the Community Enhancement Covenant which shall be Recorded by Declarant to authorize the Association to levy, collect and administer the "Community Enhancement Fee" (as defined in the Community Enhancement Covenant) for the purpose of organizing, funding and administering such community-building activities, services, programs and capital Improvements and other infrastructure as the Board deems necessary, desirable, and appropriate. Unless excluded under the terms and conditions of the Community Enhancement Covenant, the Community Enhancement Fee shall be payable by the new Owner to the Association upon each transfer of a Lot or Condominium Unit, the maximum amount of and the other terms and conditions for which are set forth in the Community Enhancement Covenant. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association, which Community Enhancement Fee may be levied and secured by the continuing lien on the Lot or Condominium Unit and may be charged and enforced in the same manner as any other Assessment and Assessment lien arising under this *Article 5*.

## **ARTICLE 6** **EASTON PARK REVIEWER**

**6.01 Architectural Control By Declarant.** During the Development Period, neither the Association, the Board, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of any Improvements. Until expiration of the Development Period, the Easton Park Reviewer is Declarant or its designee. No Improvements constructed or caused to be constructed by the Declarant will be subject to the terms and provisions of this *Article 6* and are not required to be approved by the Easton Park Reviewer.

(a) **Declarant's Rights Reserved.** Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that during the Development Period no Improvements will be started or progressed without the prior written approval of Declarant, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting upon an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization.

(b) **Delegation by Declarant.** During the Development Period, Declarant may from time to time, but is not obligated to, designate one or more persons from time to time to act on its behalf and may delegate all or a portion of its reserved rights under this Article to an architectural control committee appointed by the Board or a committee comprised of architects, engineers, or other persons who may or may not be Members of the Association. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant to: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. The Declarant is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the Declarant; (ii) supervising construction for the

Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with Applicable Law.

**6.02 Architectural Control by Association.** Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Board, or the Development Period is terminated or expires, the Association has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Association, acting through an architectural control committee (the "ACC") will assume jurisdiction over architectural control and will have the powers of the Easton Park Reviewer hereunder.

(a) ACC. The ACC will consist of at least three (3) but no more than seven (7) persons appointed by the Board. Members of the ACC serve at the pleasure of the Board and may be removed and replaced at the Board's discretion. At the Board's option, the Board may act as the ACC, in which case all references in the Documents to the ACC will be construed to mean the Board. Members of the ACC need not be Owners or Tenants, and may but need not include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Board.

(b) Limits on Liability. The ACC has sole discretion with respect to taste, design, and all standards specified in this Article. The members of the ACC have no liability for the ACC's decisions made in good faith, and which are not arbitrary or capricious. The ACC is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the ACC; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with Applicable Law.

**6.03 Prohibition of Construction, Alteration and Improvement.**

(a) Construction of Improvements. No Improvements shall be constructed on, and no addition, alteration, improvement, installation, modification, redecoration, or reconstruction thereof may occur, unless approved in advance and in writing by the Easton Park Reviewer. The Easton Park Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Development

(b) Improvements Not Within Ordinary Public View. Notwithstanding anything to the contrary as set forth above, unless otherwise provided in the Design Guidelines, an Owner shall have the right to modify, alter, repair, decorate, redecorate, or improve the interior of any Improvement located on such Owner's Lot or within such Owner's Condominium Unit, provided that such Improvements and activities are not within Ordinary Public View.

(c) Preliminary Regulatory Approval. If an Owner is required to obtain and is granted a Preliminary Regulatory Approval pursuant to *Section 2.01(c)* above, no Improvements may be constructed in accordance with any permit or approval otherwise granted by the applicable regulatory authority until the Owner has submitted to the Easton Park Reviewer a copy of the Regulatory Submission Items approved by the regulatory authority and the Easton Park Reviewer issues a written notice to proceed in compliance with such approval (the "Notice to Proceed").

#### **6.04 Architectural Approval.**

(a) Submission and Approval of Plans and Specifications. Construction plans and specifications or, when an Owner desires solely to plat, re-subdivide or consolidate Lots or Condominium Units, a proposal for such plat, re-subdivision or consolidation, will be submitted in accordance with the Design Guidelines, if any, or any additional rules adopted by the Easton Park Reviewer together with any review fee which is imposed by the Easton Park Reviewer in accordance with *Section 6.04(b)*. No plat, re-subdivision or consolidation will be made, nor any Improvement placed or allowed on any Lot or Condominium Unit, until the plans and specifications and the contractor which the Owner intends to use to construct the proposed Improvement have been approved in writing by the Easton Park Reviewer. The Easton Park Reviewer reserves the right to adopt preconditions or requirements for the approval of contractors proposed by the Owner to construct such Improvements. The Easton Park Reviewer may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the Easton Park Reviewer or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The Easton Park Reviewer may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the Easton Park Reviewer, in its sole discretion, may require. Site plans must be approved by the Easton Park Reviewer prior to the clearing of any Lot or Condominium Unit, or the construction of any Improvements. The Easton Park Reviewer may refuse to approve plans and specifications for proposed Improvements, or for the plat, re-subdivision or consolidation of any Lot or Condominium Unit on any grounds that, in the sole and absolute discretion of the Easton Park Reviewer, are deemed sufficient, including, but not limited to, purely aesthetic grounds. Notwithstanding any provision to the contrary in this Master Covenant, the Easton Park Reviewer may issue an approval for the construction of Improvements based upon the review and approval of plan types and adopt a procedure which differs from the procedures for review and approval otherwise set forth in this Master Covenant.

(b) Design Guidelines. Declarant will have no obligation to establish Design Guidelines for the Development, or any portion thereof. If adopted, however, the Easton Park Reviewer will have the power, from time to time, to adopt, amend, modify, or supplement the Design Guidelines which may apply to all or any portion of the Development; provided, however, that Declarant shall not amend the Design Guidelines or adopt additional written design guidelines applying to the Development or any portion thereof, if such action, if taken, would cause a Material Adverse Effect upon all or any portion of the Development without the signed written consent of the affected Owner(s) thereof, which consent shall not be unreasonably withheld, conditioned or delayed. In the event of any conflict between the terms and provisions of the Design Guidelines and the terms and provisions of this Master Covenant, the terms and provisions of this Master Covenant will control. In addition, the Easton Park Reviewer will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Master Covenant. Such charges will be held by the Easton Park Reviewer and used to defray the administrative expenses and any other costs incurred by the Easton Park Reviewer in

performing its duties hereunder; provided, however, that any excess funds held by the Easton Park Reviewer will be distributed to the Association at the end of each calendar year. The Easton Park Reviewer will not be required to review any plans until a complete submittal package, as required by this Master Covenant and the Design Guidelines, is assembled and submitted to the Easton Park Reviewer. The Easton Park Reviewer will have the authority to adopt such additional or alternate procedural and substantive rules and guidelines not in conflict with this Master Covenant (including, without limitation, the imposition of any requirements for a compliance deposit, certificates of compliance or completion relating to any Improvement, and the right to approve in advance any contractor selected for the construction of Improvements), as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

(c) Failure to Act. In the event that any plans and specifications are submitted to the Easton Park Reviewer as provided herein, and the Easton Park Reviewer fails to either approve or reject such plans and specifications for a period of sixty (60) days following such submission, the plans and specifications will be deemed disapproved.

(d) Variances. The Easton Park Reviewer, in its sole and absolute discretion, may grant variances from compliance with any of the provisions of the Documents. All variances must be evidenced in writing and, if Declarant has assigned its rights to the ACC, must be approved by the Declarant until expiration or termination of the Development Period, a Majority of the Board, and a Majority of the members of the ACC. Each variance must also be Recorded; provided, however, that failure to Record a variance will not affect the validity thereof or give rise to any claim or cause of action against the Easton Park Reviewer, Declarant, the Board or the ACC. If a variance is granted, no violation of any of the provisions of the Documents will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend any of the terms and provisions of the Documents for any purpose, except as to the particular Lot or Condominium Unit, or portion thereof, or Improvement thereon or therein, and in the particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of the Documents.

(e) Duration of Approval. The approval of the Easton Park Reviewer of any final plans and specifications, and any variances granted by the Easton Park Reviewer will be valid for a period of one hundred and eighty (180) days only. If construction in accordance with such plans and specifications or variance is not commenced within such one hundred and eighty (180) day period and diligently prosecuted to completion thereafter, the Owner will be required to resubmit such final plans and specifications or request for a variance to the Easton Park Reviewer, and the Easton Park Reviewer will have the authority to re-evaluate such plans and specifications in accordance with this *Section 6.04(e)* and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

(f) No Waiver of Future Approvals. The approval of the Easton Park Reviewer to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Easton Park Reviewer will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different

person, nor will such approval or consent be deemed to establish a precedent for future approvals by the Easton Park Reviewer.

(g) Non-Liability of Easton Park Reviewer. NEITHER THE DECLARANT, THE BOARD NOR THE EASTON PARK REVIEWER WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE EASTON PARK REVIEWER'S DUTIES UNDER THIS MASTER COVENANT.

## **ARTICLE 7**

### **MORTGAGE PROVISIONS**

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots or Condominium Units within the Development. The provisions of this Article apply to this Master Covenant and the Bylaws of the Association.

**7.01 Notice of Action.** An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot or Condominium Unit to which its Mortgage relates) (thereby becoming an "**Eligible Mortgage Holder**"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Lot or Condominium Unit on which there is an Eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or

(b) Any delinquency in the payment of assessments or charges owed for a Lot or Condominium Unit subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Documents relating to such Lot or Condominium Unit or the Owner or Tenant which is not cured within sixty (60) days after notice by the Association to the Owner of such violation; or

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

**7.02 Examination of Books.** The Association will permit Mortgagees to examine the books and records of the Association during normal business hours.

**7.03 Taxes, Assessments and Charges.** All taxes, assessments and charges that may become liens prior to first lien Mortgages under Applicable Law will relate only to the individual Lots or Condominium Units and not to any other portion of the Development.

## **ARTICLE 8**

### **EASEMENTS**

**8.01 Reserved Easements.** All dedications, limitations, restrictions and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant or any third-party prior to any portion of the Property becoming subject to this Master Covenant are incorporated herein by reference and made a part of this Master Covenant for all

purposes as if fully set forth herein, and will be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant. Declarant reserves the right to relocate, make changes in, and additions to said easements, rights-of-way, dedications, limitations, reservations and grants for the purpose of developing the Property and the Development; provided, however, that Declarant shall not relocate, change or add to such easements, rights-of-way, dedications, limitations, reservations and grants if such action, if taken, would cause a Material Adverse Effect upon all or any portion the Development, without the signed written consent of the affected Owner(s) thereof, which consent shall not be unreasonably withheld, conditioned or delayed.

**8.02 Common Area or Special Common Area Right of Ingress and Egress.** Declarant, its agents, employees, successors and designees, will have a right of ingress and egress over and the right of access to the Common Area or Special Common Area to the extent necessary to use the Common Area or Special Common Area and the right to such other temporary uses of the Common Area or Special Common Area as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with construction and development of the Property or the Development.

**8.03 Bulk Rate Services; Community Services and Systems Easement.** The Development shall be subject to a perpetual non-exclusive easement for the installation, maintenance and repair, including the right to read meters, service or repair lines and equipment, and to do everything and anything necessary to properly install, provide, maintain and furnish Community Services and Systems and the facilities pertinent and necessary to the same, and provide and maintain services available through any Bulk Rate Contract, which easement shall run in favor of Declarant and the Association.

**8.04 Roadway and Utility Easements.** Declarant hereby reserves for itself, its assignees, and the Association, as well for its successors and assigns, a perpetual, non-exclusive easement over and across the Development for: (a) the installation, operation and maintenance of utilities and associated infrastructure to serve the Development, the Property, and any other property owned by Declarant; (b) the installation, operation and maintenance of cable lines and associated infrastructure for sending and receiving data and/or other electronic signals, security and similar services to serve the Development, the Property, and any other property owned by Declarant; (c) the installation, operation and maintenance of, walkways, pathways and trails, drainage systems, street lights and signage to serve the Development, the Property, and any other property owned by Declarant; and (d) the installation, location, relocation, construction, erection and maintenance of any streets, roadways, or other areas to serve the Development, the Property, and any other property owned by Declarant. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains the facilities and Improvements described in (a) through (d) of this *Section 8.04*. In addition, Declarant may designate all or any portion of the easements or facilities constructed therein as Common Area, Special Common Area, or a Service Area.

**8.05 Subdivision Entry and Fencing Easement.** Declarant hereby reserves for itself, its assignees, and the Association, a perpetual, non-exclusive easement over and across the Development for the installation, maintenance, repair or replacement of fencing and subdivision entry facilities which serves the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the fencing and/or subdivision entry facilities to which the easement reserved hereunder applies. Declarant may designate all or any portion of the fencing and/or subdivision entry facilities as Common Area, Special Common Area, or a Service Area.

**8.06 Landscape, Monumentation and Signage Easement.** Declarant hereby reserves for itself, its assignees, and the Association, a perpetual, non-exclusive easement over and across the Development for the installation, maintenance, repair or replacement of landscaping, monumentation and signage which serves the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the landscaping, monumentation, or signage to which the easement reserved hereunder applies. Declarant may designate all or any portion of the landscaping, monumentation, or signage as Common Area, Special Common Area, or a Service Area.

**8.07 Shared Amenities Reciprocal Easements.** Certain portions of the Property which comprise or shall comprise the Residential Development are intended to be developed for residential uses and made subject to the Residential Master Covenant and governed by the Residential Association. The owners and residents within the Residential Development and the members of the Residential Association (the “**Residential Beneficiaries**”) may, from time to time and at the discretion of Declarant, share certain facilities and amenities, including but not limited to roadways, parkland, drainage improvements, signage, monumentation, open space and/or landscaping (collectively, the “**Shared Facilities and Amenities**”) with the Members and the Association. Declarant reserves the right to grant and convey easements to the Residential Beneficiaries over and across Common Area or any portion of the Development which may be necessary or required for the Residential Beneficiaries to utilize and/or maintain the Shared Facilities and Amenities; provided, however, that such easements may in no event unreasonably interfere with use of the Development or the Owner(s) thereof. Declarant reserves the right to (a) grant the Residential Beneficiaries the right to access and/or use the Shared Facilities and Amenities, as applicable, located within the Development; (b) obligate the Residential Beneficiaries to participate in performing the maintenance of the Shared Facilities and Amenities; (c) require the Residential Beneficiaries to share in the expenses associated with the use and maintenance of the Shared Facilities and Amenities; and (d) enter into with the Residential Beneficiaries or cause the Association to enter into an agreement with the Residential Beneficiaries to: (i) govern the rights and responsibilities of the Members, the Association, and the Residential Association and its members regarding the use and maintenance of the Shared Facilities and Amenities, (ii) allocate costs for the operation, maintenance and reserves for the Shared Facilities and Amenities, and (iii) grant reciprocal easements for access, use, and maintenance of the Shared Facilities and Amenities (the “**Cost and Use Sharing Agreement**”). Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay any fee allocated under any future Cost and Use Sharing Agreement to the Association as an Assessment to be levied and secured by a continuing lien on the Lot or Condominium Unit in the same manner as any other Assessment and Assessment lien arising under *Article 5* of this Master Covenant.

**8.08 Easement for Special Events.** The Declarant reserves for itself and the Association, and their successors, assigns, and designees, a perpetual, nonexclusive easement over the Common Area and Special Common Area, for the purpose of conducting educational, cultural, artistic, musical and entertainment activities, and other activities of general community interest at such locations and times as the Declarant or the Association, in their reasonable discretion, deem appropriate. Members of the public may have access to such events. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot or Condominium Unit subject to this Master Covenant acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and any Tenants to take no action, legal or otherwise, which would interfere with the exercise of such easement.

**8.09 Drainage, Detention and Water Quality Facilities Easement.** Portions of the Development may include one or more water quality facilities, sedimentation, drainage and detention facilities, or ponds or related improvements, which serve all or a portion of the Development, the Property, or additional land (collectively, the “**Facilities**”). Declarant hereby reserves for itself, the Association, their successors, assigns, and designees, a perpetual, non-exclusive easement over and across the Development for the installation, maintenance, repair, or replacement of the Facilities (the “**Facilities Easement**”). Declarant may designate the Facilities as Common Area or Special Common Area by Recording a written notice identifying the particular Facilities and shall describe the Facilities Easement reserved herein. Declarant may also dedicate all or a portion of the Facilities to the City or to a District or other governmental or quasi-governmental authority (which may include a designation of or retention of maintenance responsibilities to or by the Association), or convey or transfer or cause to be conveyed or transfer all or any portion of the Facilities to the Association to be maintained or and otherwise held as Common Area, Special Common Area, or a Service Area for the benefit of the Development, the Owners and/or the general public. If the Facilities are designated, dedicated, or conveyed or transferred, or if maintenance responsibility is reserved for or by the Association, the Association shall maintain and operate the Facilities in accordance with Applicable Law and the Pilot Knob PUD, and in accordance with any requirements of the City, any applicable District, or other governmental or quasi-governmental authority to which the Facilities have been dedicated.

**8.10 View Impairment.** Neither the Declarant, the Easton Park Reviewer, the ACC, nor the Association guarantee or represent that any view over and across the Lots, Condominium Units, Common Area, Special Common Area, or any open space within the Development, will be preserved without impairment. The Declarant, the Easton Park Reviewer, the ACC, and the Association shall have no obligation to relocate, prune, or thin trees or other landscaping. The Association (with respect to any Common Area or Special Common Area) will have the right to add trees and other landscaping from time to time, subject to Applicable Law. There shall be no express or implied easements for view purposes or for the passage of light and air.

**8.11 Safety and Security.** Each Owner and Tenant of a Lot or Condominium Unit, and his or her respective guests and invitees, shall be responsible for his or her own personal safety and the security of his or her property in the Development. The Association may, but shall not be obligated to, maintain or support certain activities within the Development designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, neither the Association nor the Declarant shall in any way be considered insurers or guarantors of safety or security within the Development, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Development, cannot be compromised or circumvented; or that any such system or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing all Tenants of such Owner’s Lot or Condominium Unit, that the Association, its Board and committees, and the Declarant, are not insurers or guarantors of security or safety and that each person within the Development assumes all risks of personal injury and loss or damage to property, including any Improvements constructed upon any Lot or Condominium Unit and the contents thereof, resulting from acts of third parties.

**8.12 Public Use Improvements.** Certain Improvements, physical assets, and areas within the Property will be open for the use and enjoyment of the public and may include, by way of example, greenbelts, trails and paths, parks, roads, sidewalks, and medians.

**8.13 Pilot Knob PUD.** The Property and the Development are subject to the terms and provisions of the Pilot Knob PUD, which may be subject to future modifications or additions from time to time. Acceptance of an interest in or title to a Lot or Condominium Unit located within the Development, whether or not it is so expressed in the instrument of conveyance, shall constitute acquiescence by the Owner of such Lot or Condominium Unit to the applicability of the Pilot Knob PUD, and any such future modifications or additions thereto as may be approved from time to time by the City.

**8.14 Stormwater Runoff.** From time to time, Declarant may grant easements to a District, the City and/or the Owners for the inspection, monitoring, operation, maintenance, replacement, upgrade, or repair of the Facilities or certain other drainage facilities that may be constructed in order to convey and receive stormwater runoff from and to the Property. From time to time, Declarant may impress upon certain portions of the Development, the Property, and any other property owned by the Declarant, additional easements for the inspection, monitoring, operation, maintenance, replacement, upgrade, or repair of other drainage facilities that convey and receive stormwater runoff from and to the Development, the Property, and any other property owned by the Declarant, as set forth in one or more declarations, agreements, or other Recorded written instruments.

**8.15 Drainage Easements.** Buildings, fences, landscaping, or other structures that may impede the flow of stormwater across any drainage easements are prohibited from being installed, constructed, placed or maintained within such drainage easements except as approved by the City or Travis County. No Owner shall prohibit any governmental authority from accessing any drainage easement within the Development. All drainage easements located on private property shall be maintained by the Owner of such property.

**8.16 Sidewalks.** Public sidewalks built to City standards are required to be constructed and maintained along McKinney Falls Parkway, Colton Bluff Springs Road, and William Cannon Drive.

**8.17 Critical Environmental Feature.** Pursuant to the City Land Development Code, the construction, installation, placement, or maintenance of structures, including but not limited to buildings, sheds, pools, landscaping, or gardens, or the disposal of wastewater is prohibited within a critical environmental feature buffer zone. In addition, any vegetation within the critical environmental feature buffer zone must be maintained to the maximum extent possible.

**8.18 Floodplain.** Construction within the 100 year floodplain is prohibited without first submitting a "Certificate of Compliance" application to the Travis County Floodplain Administrator pursuant to the Travis County Code. The minimum finished flood elevation for all building slabs adjacent to the floodplain shall be a minimum of two feet (2') above the 1% Annual Chance Floodplain.

## **ARTICLE 9 DEVELOPMENT RIGHTS**

**9.01 Development.** It is contemplated that the Development will be developed pursuant to a plan, which may, from time to time, be amended or modified by the Declarant in its sole and absolute

discretion. Declarant reserves the right, but will not be obligated, to designate Development Tracts, and to create and/or designate Lots, Condominium Units, Voting Groups, Common Area, Special Common Area, and Service Areas and to subdivide all or any portion of the Development or Property. As each area of the Development is conveyed, developed or dedicated, Declarant may Record one or more Development Tract Declarations and designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for each area. Any Development Tract Declaration may provide its own procedure for the amendment thereof.

**9.02 Special Declarant Rights.** Notwithstanding any provision of this Master Covenant to the contrary, at all times, Declarant will have the right and privilege: (a) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots and Condominium Units in the Development; (b) to maintain Improvements upon Lots, Condominium Units, Common Area, or Special Common Area as sales, model, management, business and construction offices; and (c) to maintain and locate construction trailers and construction tools and equipment within the Development. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance.

**9.03 Addition of Land.** Declarant may, at any time and from time to time, add additional land to the Property and, upon the Recording of a notice of addition of land (as set forth below), such land will be considered part of the Property for purposes of this Master Covenant, and upon the further Recording of a Notice of Annexation meeting the requirements of *Section 9.05* below, such added land will be considered part of the Development and be subject to this Master Covenant, and the rights, privileges, duties and liabilities of the persons subject to this Master Covenant will be the same with respect to such added land as with respect to the land originally covered by this Master Covenant. Such added land need not be contiguous to the Property. To add land to the Property, Declarant shall Record a notice of addition of land (which notice may be contained within any Development Tract Declaration affecting such land) containing the following provisions:

- (a) A reference to this Master Covenant, which reference will state the document number or volume and page wherein this Master Covenant is Recorded;
- (b) A statement that such land will be considered Property for purposes of this Master Covenant, and that upon the further Recording of a Notice of Annexation meeting the requirements of *Section 9.05* of this Master Covenant, all of the terms, covenants, conditions, restrictions and obligations of this Master Covenant will apply to the added land; and
- (c) A legal description of the added land.

**9.04 Withdrawal of Land.** Declarant may, at any time and from time to time, reduce or withdraw land from the Development and remove and exclude from the burden of this Master Covenant any portion of the Development by the Recording of an instrument which strictly complies with the provisions set forth in this *Section 9.04*. Upon any such withdrawal, the covenants, conditions, restrictions and obligations set forth in this Master Covenant will no longer apply to the portion of the Development withdrawn. To withdraw lands from the Master Covenant hereunder, until expiration or termination of the Development Period, Declarant will be required to Record a notice of withdrawal which:

- (a) has been executed and acknowledged by:

(i) Declarant alone, so long as Declarant owns the entire Development or the withdrawal is so minor in nature as to have no Material Adverse Effect upon all or any portion of the Development or Owner thereof; or otherwise

(ii) Declarant and the President and Secretary of the Association certifying that such reduction or withdrawal of the Development Tract has been approved by Declarant and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes allocated to Owners of the Development Tract; and

(b) contains a reference to this Master Covenant, which will include the Recordation information thereof; and

(c) contains a statement that the provisions of this Master Covenant will no longer apply to the withdrawn land; and

(d) sets forth a legal description of the withdrawn land.

**9.05 Notice of Annexation.** Upon Recording, this Master Covenant serves to provide notice that at any time, and from time to time, Declarant, and Declarant only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this Master Covenant and any applicable Development Tract Declaration. This Master Covenant and any applicable Development Tract Declaration will apply to and burden a portion or portions of the Property upon the Recording of a Notice of Annexation describing such applicable Property and expressly providing that such Property will be considered a part of the Development and will be subject to the terms, covenants conditions, restrictions and obligations of this Master Covenant and any applicable Development Tract Declaration; provided however, that notwithstanding any provision to the contrary in this *Section 9.05*, in the event that a final Certificate of Occupancy has been issued for any portion of the Property for which a Notice of Annexation has not yet been Recorded, such portion of the Property shall be automatically deemed to be part of the Development and subject to the terms, covenants, conditions, restrictions and obligations of this Covenant and any applicable Development Tract Declaration unless a Recorded instrument executed by Declarant exempts or excludes such portion of the Property from the Development and the applicability of the terms, covenants, conditions, restrictions and obligations of this Master Covenant. In the event that no exemption or exclusion of such portion of the Property has occurred, then unless and until Declarant Records a Notice of Annexation setting forth information to the contrary, each Lot and/or Condominium Unit which has now been automatically subjected to the terms and conditions of the Master Covenant will be allocated the number of votes and Assessments Units which would otherwise be attributable thereto by Declarant pursuant to *Section 3.04(a)* and *Section 5.09(b)* using the allocations set forth on **Exhibit "B"**.

To be effective, a Notice of Annexation must be executed by Declarant, and the portion of the Property included in the Notice of Annexation need not be owned by the Declarant. The Notice of Annexation may include a description of any Special Common Area or Service Area benefitting such portion of the Property added to this Master Covenant and any beneficiaries thereof. Declarant may also cause a Notice of Annexation to be Recorded covering a portion of the Property for the purpose of encumbering such Property with this Master Covenant and any Development Tract Declaration previously Recorded by Declarant (which Notice of Annexation may amend, modify or supplement the restrictions, set forth in the Development Tract Declaration, which will apply to such Property). Furthermore, a Notice of Annexation may identify certain Common Areas on a Plat and designate the

Association as the entity responsible for the maintenance of such Common Areas of the date of Recordation. To make the terms and provisions of this Master Covenant applicable to a portion of the Property, Declarant shall Record a Notice of Annexation containing the following provisions:

- (a) A reference to this Master Covenant, which reference will state the document number or volume and page number wherein this Master Covenant is Recorded;
- (b) If applicable, a reference to the Recorded Development Tract Declaration applicable to such portion of the Property (with any amendment, modification, or supplementation of the restrictions set forth in the Development Tract Declaration which will apply to such portion of the Property);
- (c) A statement that all of the provisions of this Master Covenant will apply to such portion of the Property;
- (d) A legal description of such portion of the Property;
- (e) If applicable, a description of any Special Common Area or Service Area which benefits such portion of the Property and the beneficiaries of such Special Common Area or Service Area; and
- (f) If applicable, an identification of any Common Areas set forth on a Plat and a designation of the Association as the entity responsible for the maintenance thereof.

**NOTICE TO TITLE COMPANY**

**NO PORTION OF THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS OF THIS MASTER COVENANT AND THIS MASTER COVENANT DOES NOT APPLY TO ANY PORTION OF THE PROPERTY UNLESS A NOTICE OF ANNEXATION DESCRIBING SUCH PROPERTY AND REFERENCING THIS MASTER COVENANT HAS BEEN RECORDED.**

**9.06 Notice of Plat Recordation.** Declarant may, at any time and from time to time, Record a Notice of Plat Recordation to clearly identify specific Lots subject to the terms and provisions of this Master Covenant after portions of the Property are made subject to a Plat. Unless otherwise provided in a Notice of Plat Recordation, portions of the Property included in the Plat identified in the Notice of Plat Recordation, but not shown as a Lot on such Plat, shall be automatically withdrawn from the terms and provisions of this Master Covenant (without the necessity of complying with the withdrawal provisions set forth in this *Article 9*. Declarant shall have no obligation to Record a Notice of Plat Recordation and failure to Record a Notice of Plat Recordation shall in no event remove any portion of the Property from the terms, conditions, and provisions of this Master Covenant.

**9.07 Assignment of Declarant's Rights.** Notwithstanding any provision in this Master Covenant to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, reservations and duties under this Master Covenant to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, reservations and duties hereunder.

**ARTICLE 10**  
**GENERAL PROVISIONS**

**10.01 Term.** Upon the Recording of a Notice of Annexation pursuant to *Section 9.05*, the terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Master Covenant will run with and bind the portion of the Property described in such notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Master Covenant is Recorded, and continuing through and including January 1, 2066, after which time this Master Covenant will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. Notwithstanding any provision in this *Section 10.01* to the contrary, if any provision of this Master Covenant would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living, as of the date of the Recording of this instrument, descendants of Elizabeth II, Queen of England.

**10.02 Eminent Domain.** In the event it becomes necessary for any public authority to acquire all or any part of the Common Area or Special Common Area for any public purpose during the period this Master Covenant is in effect, the Board is hereby authorized to negotiate with such public authority for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received will be held by the Association for the benefit of the Owners. In the event any proceeds attributable to acquisition of Common Area are paid to Owners, such payments will be allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Unit. In the event any proceeds attributable to acquisition of Special Common Area are paid to Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area, such payment will be allocated on the basis of Assessment Units and paid jointly to such Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Unit.

**10.03 Amendment.** This Master Covenant may be amended or terminated by the Recording of an instrument executed and acknowledged by: (a) Declarant acting alone; or (b) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. No amendment will be effective without the written consent of Declarant during the Development Period.

**10.04 Enforcement.** The Association and the Declarant will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and other terms now or hereafter imposed by the provisions of this Master Covenant. Failure to enforce any right, provision, covenant, or condition granted by this Master Covenant will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. Failure of the Declarant or the Association to enforce the terms and provisions of the Documents shall in no event give rise to

any claim or liability against the Declarant, the Association, or any of their partners, directors, officers, or agents. EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE DEVELOPMENT, HEREBY RELEASES AND SHALL HOLD HARMLESS EACH OF THE DECLARANT, THE ASSOCIATION, AND EACH SUCH ENTITY'S PARTNERS, DIRECTORS, OFFICERS, OR AGENTS FROM AND AGAINST ANY DAMAGES, CLAIMS OR LIABILITY ASSOCIATED WITH THE FAILURE OF THE DECLARANT OR THE ASSOCIATION TO ENFORCE THE TERMS AND PROVISIONS OF THE DOCUMENTS.

**10.05 No Warranty of Enforceability.** Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in this Master Covenant. Any Owner acquiring a Lot or Condominium Unit in reliance on one or more of such restrictive covenants, terms, or provisions will assume all risks of the validity and enforceability thereof and, by acquiring the Lot or Condominium Unit, agrees to hold Declarant harmless therefrom.

**10.06 Higher Authority.** The terms and provisions of this Master Covenant are subordinate to Applicable Law. Generally, the terms and provisions of this Master Covenant are enforceable to the extent they do not violate or conflict with Applicable Law.

**10.07 Severability.** If any provision of this Master Covenant is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Master Covenant, or, to the extent permitted by Applicable Law, the validity of such provision as applied to any other person or entity.

**10.08 Conflicts.** If there is any conflict between the provisions of this Master Covenant, the Certificate, the Bylaws, or any Rules adopted pursuant to the terms of such documents, or any Development Tract Declaration, the provisions of this Master Covenant will govern.

**10.09 Gender.** Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

**10.10 Acceptance by Grantees.** Each grantee of a Lot, Condominium Unit, or other real property interest in the Development, by the acceptance of a deed of conveyance, and each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Master Covenant or to whom this Master Covenant is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each grantee agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Development, and will bind any person having at any time any interest or estate in the Development, and will inure to the benefit of each Owner in like manner as though the provisions of this Master Covenant were recited and stipulated at length in each and every deed of conveyance.

**10.11 Damage and Destruction.**

(a) **Claims.** Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area or Special Common Area covered by insurance, the Board, or its

duly authorized agent, will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. Repair, as used in this *Section 10.11(a)*, means repairing or restoring the Common Area or Special Common Area to substantially the same condition as existed prior to the fire or other casualty.

(b) Repair Obligations. Any damage to or destruction of the Common Area or Special Common Area will be repaired unless a Majority of the Board decides within sixty (60) days after the casualty not to repair such damage or destruction. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period will be extended until such information is made available to the Association

(c) Restoration. In the event that it should be determined by the Board that the damage or destruction of the Common Area or Special Common Area will not be repaired and no alternative Improvements are authorized, then the affected portion of the Common Area or Special Common Area will be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

(d) Special Assessment for Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 5*, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(e) Special Assessment for Special Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Special Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 5*, against all Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(f) Proceeds Payable to Owners. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Common Area, such payments will be allocated based on Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

(g) Proceeds Payable to Owners Responsible for Special Common Area. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to Special Common Area, such payments will be allocated based on Assessment Units and will be paid jointly to the Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

**10.12 No Partition.** Except as may be permitted in this Master Covenant or any amendments hereto, no physical partition of the Common Area or Special Common Area or any part thereof will be

permitted, nor will any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless all or the portion of the Development in question has been removed from the provisions of this Master Covenant pursuant to *Section 9.04* above. This *Section 10.12* will not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property that may or may not be subject to this Master Covenant.

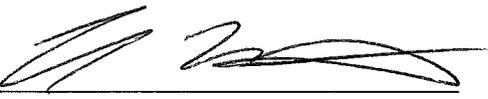
**10.13 Notices.** Any notice permitted or required to be given to any person by this Master Covenant will be in writing and may be delivered either personally or by mail, or as otherwise provided in this Master Covenant or required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3<sup>rd</sup>) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

***[SIGNATURE PAGE FOLLOWS]***

EXECUTED to be effective on the date this instrument is Recorded.

**DECLARANT:**

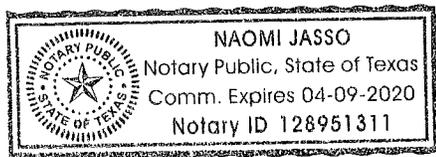
**CARMA EASTON, LLC,**  
a Texas limited liability company

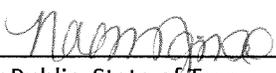
By:   
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS                    §  
  §  
COUNTY OF Travis                    §

This instrument was acknowledged before me on this 13 day of December, 2016, by Chad Matheson, Chief Financial Officer of Carma Easton, LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)



  
\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**  
**DESCRIPTION OF PROPERTY**



**Professional Land Surveying, Inc.**  
**Surveying and Mapping**

Office: 512-443-1704  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

**557.187 ACRES**

**OVERALL 557.672 ACRES**  
**SAVE AND EXCEPT 0.485 ACRES**

A DESCRIPTION OF 557.672 ACRES IN THE SANTIAGO DEL VALLE GRANT IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 138.540 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO JONA ACQUISITION INC., DATED MARCH 2, 2007 AND RECORDED IN DOCUMENT NO. 2007038642 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 20.807 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED JANUARY 3, 2007 AND RECORDED IN DOCUMENT NO. 2007003159 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF AN 81.018 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED DECEMBER 12, 2006 AND RECORDED IN DOCUMENT NO. 2006248454 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 103.415 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED NOVEMBER 20, 2006 AND RECORDED IN DOCUMENT NO. 2006224021 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 167.748 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO JONA ACQUISITION INC., DATED DECEMBER 13, 2006 AND RECORDED IN DOCUMENT NO. 2006241307 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 42.558 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO JONA ACQUISITION INC., DATED MAY 16, 2008 AND RECORDED IN DOCUMENT NO. 2008083861 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 20.005 ACRE TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO JOHN T. HALDENSTEIN AND JOSHUA N. HALDENSTEIN, DATED DECEMBER 14, 2000 AND RECORDED IN DOCUMENT NO. 2000203669 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 198.302 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO JONA ACQUISITION INC., DATED DECEMBER 20, 2006 AND RECORDED IN DOCUMENT NO. 2006244772 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 232.233 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO JONA ACQUISITION INC., DATED JANUARY 8, 2009 AND RECORDED IN DOCUMENT NO. 2009003190 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 37.390 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO JONA ACQUISITION INC., DATED OCTOBER 30, 2008 AND RECORDED IN DOCUMENT NO. 2008179828 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF COLTON BLUFF SPRINGS ROAD (APPARENT RIGHT-OF-

WAY WIDTH VARIES), AND ALL OF A 67.339 ACRE ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED NOVEMBER 7, 2007 AND RECORDED IN DOCUMENT NO. 2007204509 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 557.672 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" iron pipe found for an interior ell corner in the north line of said 138.540 acre tract, same being an angle point in the south line of a 380.080 acre tract described in a deed to Ernest Collins and Floretta Collins, recorded in Volume 12791, Page 11 of the Real Property Records of Travis County, Texas;

**THENCE** crossing said 138.540 acre tract, said 20.807 acre tract, Colton Bluff Springs Road, said 81.018 acre tract, said 103.415 acre tract, said 167.748 acre tract, said 42.558 acre tract, said 20.005 acre tract, said 198.302 acre tract, said 232.233 acre tract, and said 37.390 acre tract, the following thirty (30) courses and distances:

1. South 27°05'52" West, a distance of 3.20 feet to a calculated point;
2. South 47°34'32" East, a distance of 42.94 feet to a calculated point;
3. With a curve to the left, having a radius of 2002.94 feet, a delta angle of 22°31'58", an arc length of 787.70 feet, and a chord which bears South 58°50'31" East, a distance of 782.64 feet to a calculated point;
4. South 19°53'30" West, a distance of 342.26 feet to a calculated point;
5. With a curve to the left, having a radius of 499.99 feet, a delta angle of 41°14'55", an arc length of 359.95 feet, and a chord which bears South 00°43'58" East, a distance of 352.23 feet to a calculated point;
6. South 21°21'01" East, a distance of 1149.03 feet to a calculated point;
7. With a curve to the right, having a radius of 800.00 feet, a delta angle of 04°05'43", an arc length of 57.18 feet, and a chord which bears South 19°18'34" East, a distance of 57.17 feet to a calculated point;
8. South 27°06'32" West, a distance of 1006.99 feet to a calculated point;
9. North 62°55'07" West, a distance of 393.93 feet to a calculated point;
10. South 27°04'42" West, a distance of 1090.01 feet to a calculated point;
11. South 62°55'07" East, a distance of 393.35 feet to a calculated point;
12. South 27°05'07" West, a distance of 1284.12 feet to a calculated point;

13. South 27°11'27" West, a distance of 450.14 feet to a calculated point;
14. With a curve to the left, having a radius of 1399.96 feet, a delta angle of 31°05'54", an arc length of 759.86 feet, and a chord which bears North 77°33'02" West, a distance of 750.56 feet to a calculated point;
15. South 86°54'01" West, a distance of 948.14 feet to a calculated point;
16. With a curve to the right, having a radius of 1399.96 feet, a delta angle of 31°17'38", an arc length of 764.63 feet, and a chord which bears North 77°27'10" West, a distance of 755.16 feet to a calculated point;
17. North 61°48'21" West, a distance of 1135.34 feet to a calculated point;
18. North 28°11'39" East, a distance of 910.01 feet to a calculated point;
19. With a curve to the right, having a radius of 431.98 feet, a delta angle of 53°14'32", an arc length of 401.42 feet, and a chord which bears North 58°50'30" East, a distance of 387.13 feet to a calculated point;
20. North 16°01'51" West, a distance of 256.62 feet to a calculated point;
21. With a curve to the left, having a radius of 606.85 feet, a delta angle of 50°15'23", an arc length of 532.29 feet, and a chord which bears North 37°39'34" West, a distance of 515.39 feet to a calculated point;
22. North 62°55'18" West, a distance of 292.66 feet to a calculated point;
23. With a curve to the right, having a radius of 1466.51 feet, a delta angle of 180°00'00", an arc length of 4607.17 feet, and a chord which bears North 27°04'42" East, a distance of 2933.02 feet to a calculated point;
24. South 62°55'18" East, a distance of 292.66 feet to a calculated point;
25. With a curve to the left, having a radius of 606.85 feet, a delta angle of 50°15'23", an arc length of 532.29 feet, and a chord which bears South 88°11'02" East, a distance of 515.39 feet to a calculated point;
26. North 70°11'14" East, a distance of 260.49 feet to a calculated point;
27. With a curve to the right, having a radius of 428.50 feet, a delta angle of 57°46'46", an arc length of 432.12 feet, and a chord which bears North 02°55'38" West, a distance of 414.04 feet to a calculated point;
28. North 25°57'45" East, a distance of 891.49 feet to a calculated point;

29. With a curve to the right, having a radius of 750.00 feet, a delta angle of  $16^{\circ}27'44''$ , an arc length of 215.49 feet, and a chord which bears North  $34^{\circ}11'36''$  East, a distance of 214.75 feet to a calculated point;

30. North  $42^{\circ}25'28''$  East, a distance of 130.83 feet to a calculated point in the common line of said 138.540 acre tract and said 380.080 acre tract, from which a  $3/4''$  iron pipe found for an angle point in said common line bears North  $47^{\circ}34'32''$  West, a distance of 1131.25 feet;

**THENCE** South  $47^{\circ}34'32''$  East, with said common line, a distance of 1475.59 feet to the **POINT OF BEGINNING**, containing 557.672 acres of land, more or less.

**SAVE AND EXCEPT 0.485 ACRES:**

BEING ALL OF A 21,064 SQUARE FOOT TRACT DESCRIBED IN A WARRANTY DEED AND ACCESS EASEMENT TO CREEDMOOR-MAHA WATER SUPPLY CORPORATION, DATED MAY 24 1999 AND RECORDED IN DOCUMENT NO. 1999070566 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS; SAID 0.485 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a  $1/2''$  rebar found for the south corner of said 21,064 square foot tract, same being an angle point in the southwest line of said 232.233 acre tract, also being in the northeast line of said 37.390 acre tract;

**THENCE** North  $62^{\circ}15'58''$  West, with the southwest line of said 21,064 square foot tract, same being the northeast line of said 37.390 acre tract, a distance of 84.16 feet to a  $1/2''$  rebar with Chaparral cap found for the west corner of said 21,064 square foot tract, same being an angle point in the southwest line of said 232.233 acre tract;

**THENCE** with the common line of said 21,064 square foot tract and said 232.233 acre tract, the following three (3) courses and distances:

1. North  $27^{\circ}03'32''$  East, a distance of 251.09 feet to a  $1/2''$  rebar found;
2. South  $62^{\circ}00'51''$  East, a distance of 84.16 feet to a  $1/2''$  rebar found;
3. South  $27^{\circ}03'32''$  West, a distance of 250.72 feet to the **POINT OF BEGINNING**, containing 0.485 acres of land, more or less.

Based on surveys made on the ground by Chaparral from May 2006 through July 29, 2008. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 500-001-BD-EX2.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

*Eric* 9/13/2010

Eric J. Dannheim  
Registered Professional Land Surveyor  
State of Texas No. 5848





Professional Land Surveying, Inc.  
Surveying and Mapping

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3500 McCall Lane  
Austin, Texas 78744

**644.135 ACRES**

**OVERALL 648.268 ACRES  
SAVE AND EXCEPT 4.133 ACRES**

A DESCRIPTION OF 648.268 ACRES IN THE SANTIAGO DEL VALLE GRANT IN TRAVIS COUNTY, TEXAS, BEING ALL OF AN 18.810 ACRE TRACT AND A REMAINDER OF A 37.306 ACRE TRACT BOTH DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED OCTOBER 26, 2006 AND RECORDED IN DOCUMENT NO. 2006209327 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF A 2820 SQUARE FOOT TRACT DESCRIBED IN A DEED WITHOUT WARRANTY TO CARMA EASTON INC., DATED DECEMBER 22, 2009 AND RECORDED IN DOCUMENT NO. 2009210291 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A REMAINDER OF A 2.6891 ACRE TRACT DESCRIBED IN A STREET DEDICATION TO THE PUBLIC, DATED JUNE 24, 1986 AND RECORDED IN VOLUME 9769, PAGE 505 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF A 6.934 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED OCTOBER 26, 2006 AND RECORDED IN DOCUMENT NO. 2006209330 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF AN 82.844 ACRE TRACT AND A 25.735 ACRE TRACT BOTH DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED JANUARY 3, 2007 AND RECORDED IN DOCUMENT NO. 2007003159 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF AN 89.256 ACRE TRACT AND A 2.731 ACRE TRACT BOTH DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED JULY 9, 2007 AND RECORDED IN DOCUMENT NO. 2007126375 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, REMAINDERS OF A 61.071 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO JONA ACQUISITION INC., DATED NOVEMBER 7, 2007 AND RECORDED IN DOCUMENT NO. 2007204509 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 138.540 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO JONA ACQUISITION INC., DATED MARCH 2, 2007 AND RECORDED IN DOCUMENT NO. 2007038642 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 198.302 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO JONA ACQUISITION INC., DATED DECEMBER 20, 2006 AND RECORDED IN DOCUMENT NO. 2006244772 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 232.233 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO JONA ACQUISITION INC., DATED JANUARY 8, 2009 AND RECORDED IN DOCUMENT NO. 2009003190 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF AN 8.282 ACRE TRACT DESCRIBED IN A

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO JONA ACQUISITION INC., DATED JANUARY 8, 2009 AND RECORDED IN DOCUMENT NO. 2009003078 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 42.558 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO JONA ACQUISITION INC., DATED MAY 16, 2008 AND RECORDED IN DOCUMENT NO. 2008083861 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 20.005 ACRE TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO JOHN T. HALDENSTEIN AND JOSHUA N. HALDENSTEIN, DATED DECEMBER 14, 2000 AND RECORDED IN DOCUMENT NO. 2000203669 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF LOT A HARRY REININGER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 65, PAGE 47 OF THE PLAT RECORDS OF TRAVIS COUNTY TEXAS, CONVEYED TO JOHN HALDENSTEIN & RUTH HALDENSTEIN IN WARRANTY DEED WITH VENDOR'S LIEN, DATED SEPTEMBER 29, 2000 AND RECORDED IN DOCUMENT NO. 2000161977 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS, A PORTION OF A 37.390 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO JONA ACQUISITION INC., DATED OCTOBER 30, 2008 AND RECORDED IN DOCUMENT NO. 2008179828 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND A PORTION OF COLTON BLUFF SPRINGS ROAD (APPARENT RIGHT-OF-WAY WIDTH VARIES); SAID 648.268 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar found for the northwest corner of said 89.256 acre tract, same being the east corner of a 6.997 acre tract described in a deed to Fleming Brothers Holding, recorded in Document No. 2006063521 of the Official Public Records of Travis County, Texas, also being in the southwest line of Myrtle – 29 Ac., D. G. Collins Estate, a subdivision of record in Volume 3, Page 220 of the Plat Records of Travis County, Texas;

**THENCE** South 48°06'08" East, with the northeast line of said 89.256 acre tract, same being the southwest line of said Myrtle – 29 Ac., and the southwest line of said John B. 18 Ac., D. G. Collins Estate, a distance of 1231.54 feet to a 1/2" rebar found in the south line of said John B. 18 Ac., for the northeast corner of said 89.256 acre tract, same being the northwest corner of said 82.844 acre tract;

**THENCE** South 48°20'11" East, with the northeast line of said 82.844 acre tract, same being the southwest line of said John B. 18 Ac., the southwest line of John B. 11.50 Ac., D. G. Collins Estate, and the southwest line of a 52.418 acre tract described in a deed to Ernest B. Collins and Floretta F. Collins, recorded in Document No. 2004080843 of the Official Public Records of Travis County, Texas, a distance of 1354.84 feet to a 1/2" rebar found in the southwest line of said 52.418 acre tract, for the northeast corner of said 82.844 acre tract, same being the northwest corner of a 2.899 acre tract described in a deed to Ernest B. Collins and Floretta F. Collins, recorded in Document No. 2004080843 of the Official Public Records of Travis County, Texas;

**THENCE** with the east line of said 82.844 acre tract, same being the west line of said 2.899 acre tract, the following four (4) courses and distances:

1. South 27°02'48" West, a distance of 87.42 feet to a 1/2" rebar with Chaparral cap found;
2. South 28°05'48" West, a distance of 57.15 feet to a 1/2" rebar with Chaparral cap found;
3. South 26°28'48" West, a distance of 262.67 feet to a 1/2" rebar with Chaparral cap found;
4. South 26°58'48" West, a distance of 2126.73 feet to a 1/2" rebar found in the north right-of-way line of Colton Bluff Springs Road, for the southeast corner of said 82.844 acre tract, same being the southwest corner of said 2.899 acre tract;

**THENCE** South 63°34'23" East, with the north right-of-way line of Colton Bluff Springs Road, same being the southwest line of said 2.899 acre tract, a distance of 49.99 feet to a 1/2" rebar found for the southeast corner of said 2.899 acre tract, same being the southwest corner of said 61.071 acre tract;

**THENCE** with the west line of said 61.071 acre tract, same being the east line of said 2.899 acre tract, the following four (4) courses and distances:

1. North 26°59'53" East, a distance of 2127.41 feet to a calculated point;
2. North 26°29'46" East, a distance of 262.27 feet to a calculated point;
3. North 28°06'46" East, a distance of 56.92 feet to a calculated point;
4. North 27°03'46" East, a distance of 74.01 feet to a 1/2" rebar found for the northwest corner of said 61.071 acre tract, same being the northeast corner of said 2.899 acre tract, also being in the southwest line of said 52.418 acre tract;

**THENCE** South 47°55'49" East, with the northeast line of said 61.071 acre tract, same being the southwest line of said 52.418 acre tract, a distance of 467.09 feet to a 1/2" rebar found for the southeast corner of said 52.418 acre tract, same being the southwest corner of a 26.57 acre tract described in a deed to Talfred Collins and Ella Lee Collins, recorded in Volume 2814, Page 127 of the Deed Records of Travis County, Texas;

**THENCE** South 46°39'23" East, continuing with the northeast line of said 61.071 acre tract, same being the southwest line of said 26.57 acre tract and the southwest line of a 29.02 acre tract described in a deed to Ernest B. Collins and Floretta F. Collins, recorded in Volume 7967, Page 611 of the Deed Records of Travis County, Texas, a distance of 600.09 feet to a 5/8" rebar found for the southeast corner of said 29.02 acre

tract, same being the northwest corner of a 0.264 acre tract described in a deed to the City of Austin, recorded in Document No. 2010005414 of the Official Public Records of Travis County, Texas, also being an angle point in the west line of a 380.080 acre tract described in a deed to Ernest Collins and Floretta Collins, recorded in Volume 12791, Page 11 of the Real Property Records of Travis County, Texas;

**THENCE** South 27°09'17" West, crossing said 61.071 acre tract, with the west line of said 0.264 acre tract, a distance of 204.33 feet to a 1/2" rebar with Landmark cap found for the southwest corner of said 0.264 acre tract, same being the northwest corner of a 0.392 acre tract described in a deed to the City of Austin, recorded in Document No. 2010005414 of the Official Public Records of Travis County, Texas;

**THENCE** continuing across said 61.071 acre tract, with the west and south lines of said 0.392 acre tract, the following three (3) courses and distances:

1. South 27°11'22" West, a distance of 105.60 feet to a 1/2" rebar with Landmark cap found;
2. South 26°45'07" West, a distance of 50.71 feet to a 1/2" rebar with Landmark cap found for the southwest corner of said 0.392 acre tract;
3. South 71°13'40" East, a distance of 81.26 feet to a 1/2" rebar with Landmark cap found in the south line of said 0.392 acre tract, for the northwest corner of a 0.624 acre tract described in a deed to the City of Austin, recorded in Document No. 2010005416 of the Official Public Records of Travis County, Texas;

**THENCE** continuing across said 61.071 acre tract, the following two (2) courses and distances:

1. South 26°39'03" West, with the west line of said 0.624 acre tract, a distance of 899.06 feet to a calculated point for the southwest corner of said 0.624 acre tract;
2. South 47°54'58" East, with the south line of said 0.624 acre tract, a distance of 31.12 feet to a calculated point in the west right-of-way line of Colton Bluff Springs Road, same being the east line of said 61.071 acre tract;

**THENCE** North 26°38'45" East, with the east line of said 61.071 acre tract, same being the west right-of-way line of Colton Bluff Springs Road, the west line of said 138.540 acre tract, the east line of said 0.624 acre tract and the east line of said 0.392 acre tract, a distance of 1066.13 feet to a 1/2" rebar with Landmark cap found for the northeast corner of said 0.392 acre tract;

**THENCE** North 70°26'53" West, crossing said 61.071 acre tract, with the north line of said 0.392 acre tract, a distance of 49.62 feet to a calculated point for the southeast corner of said 0.264 acre tract;

**THENCE** North 27°05'31" East, continuing across said 61.071 acre tract, with the east line of said 0.264 acre tract, a distance of 178.95 feet to a calculated point for the northeast corner of said 0.264 acre tract, same being in the northeast line of said 61.071 acre tract, also being the southwest line of said 380.080 acre tract;

**THENCE** South 46°39'23" East, with the northeast line of said 61.071 acre tract, same being the southwest line of said 380.080 acre tract, a distance of 49.95 feet to a calculated point for the northeast corner of said 61.071 acre tract, same being an angle point in the southwest line of said 380.080 acre tract;

**THENCE** South 26°38'45" West, with the east line of said 61.071 acre tract, same being the southwest line of said 380.080 acre tract, a distance of 120.93 feet to a 3/4" iron pipe found for the northwest corner of said 138.540 acre tract;

**THENCE** with the northeast line of said 138.540 acre tract, same being the southwest line of said 380.080 acre tract, the following two (2) courses and distances:

1. South 47°44'05" East, a distance of 309.95 feet to a 3/4" iron pipe found;
2. South 47°34'32" East, a distance of 1131.25 feet to a calculated point;

**THENCE** crossing said 138.540 acre tract, Colton Bluff Springs Road, said 198.302 acre tract, said 232.233 acre tract, said 37.390 acre tract, said 42.558 acre tract, said 20.005 acre tract, and said Lot A, the following fourteen (14) courses and distances:

1. South 42°25'28" West, a distance of 130.83 feet to a calculated point;
2. With a curve to the left, having a radius of 750.00 feet, a delta angle of 16°27'44", an arc length of 215.49 feet, and a chord which bears South 34°11'36" West, a distance of 214.75 feet to a calculated point;
3. South 25°57'45" West, a distance of 891.49 feet to a calculated point;
4. With a curve to the left, having a radius of 428.50 feet, a delta angle of 57°46'46", an arc length of 432.12 feet, and a chord which bears South 02°55'38" East, a distance of 414.04 feet to a calculated point;
5. South 70°11'14" West, a distance of 260.49 feet to a calculated point;
6. With a curve to the right, having a radius of 606.85 feet, a delta angle of 50°15'23", an arc length of 532.29 feet, and a chord which bears North 88°11'02" West, a distance of 515.39 feet to a calculated point;
7. North 62°55'18" West, a distance of 292.66 feet to a calculated point;

8. With a curve to the left, having a radius of 1466.51 feet, a delta angle of  $180^{\circ}00'00''$ , an arc length of 4607.18 feet, and a chord which bears South  $27^{\circ}04'42''$  West, a distance of 2933.02 feet to a calculated point;
9. South  $62^{\circ}55'18''$  East, a distance of 292.66 feet to a calculated point;
10. With a curve to the right, having a radius of 606.85 feet, a delta angle of  $50^{\circ}15'23''$ , an arc length of 532.29 feet, and a chord which bears South  $37^{\circ}39'34''$  East, a distance of 515.39 feet to a calculated point;
11. South  $16^{\circ}01'51''$  East, a distance of 256.62 feet to a calculated point;
12. With a curve to the left, having a radius of 431.98 feet, a delta angle of  $53^{\circ}14'32''$ , an arc length of 401.42 feet, and a chord which bears South  $58^{\circ}50'30''$  West, a distance of 387.13 feet to a calculated point;
13. South  $28^{\circ}11'39''$  West, a distance of 910.01 feet to a calculated point;
14. North  $61^{\circ}48'21''$  West, a distance of 672.64 feet to a calculated point in the west line of said 20.005 acre tract, same being the east line of a 20.022 acre tract conveyed in a deed to Janie Diaz, recorded in Document No. 2006101103, and described in a deed recorded in Document No. 2001200503, both of the Official Public Records of Travis County, Texas;

**THENCE** North  $27^{\circ}07'27''$  East, with the west line of said 20.005 acre tract, same being the east line of said 20.022 acre tract, a distance of 1099.13 feet to a 1/2" rebar found for the northwest corner of said 20.005 acre tract, same being the northeast corner of said 20.022 acre tract, also being in the southwest line of said 198.302 acre tract;

**THENCE** North  $63^{\circ}21'03''$  West, with the southwest line of said 198.302 acre tract, same being the northeast line of said 20.022 acre tract, a distance of 626.61 feet to a 1/2" rebar found for the southwest corner of said 198.302 acre tract, same being the northwest corner of said 20.022 acre tract, also being in the east line of said 232.233 acre tract;

**THENCE** South  $26^{\circ}53'42''$  West, with the east line of said 232.233 acre tract, same being the west line of said 20.022 acre tract, a distance of 1085.47 feet to a calculated point;

**THENCE** crossing said 232.233 acre tract, the following two (2) courses and distances:

1. With a curve to the right, having a radius of 1490.63 feet, a delta angle of  $26^{\circ}48'48''$ , an arc length of 697.59 feet, and a chord which bears North  $52^{\circ}29'28''$  West, a distance of 691.24 feet to a calculated point;

2. North 36°26'06" West, a distance of 1284.36 feet to a calculated point in the southwest line of said 232.233 acre tract, same being the northeast line of a 174.4 acre tract described in a deed to Edward J. Gillen and wife, Mildred Gillen, recorded in Volume 1549, Page 268 of the Deed Records of Travis County, Texas;

**THENCE** with the southwest line of said 232.233 acre tract, same being the northeast line of said 174.4 acre tract, the following four (4) courses and distances:

1. North 27°21'05" East, a distance of 684.48 feet to a 1/2" rebar with Chaparral cap found;
2. North 62°42'32" West, a distance of 500.00 feet to a 4" iron pipe found;
3. North 27°21'05" East, a distance of 784.20 feet to a 1/2" rebar with Chaparral cap found;
4. North 62°42'32" West, a distance of 999.32 feet to a 1/2" rebar with cap stamped 4453 for the west corner of said 232.233 acre tract, same being the southeast corner of a 120.321 acre tract described in a deed to Noble Capital Servicing, LLC, et al., recorded in Document No. 2009151330 of the Official Public Records of Travis County, Texas;

**THENCE** North 26°58'58" East, with the west line of said 232.233 acre tract, same being the east line of said 120.321 acre tract, a distance of 1437.81 feet to a calculated point for the northwest corner of said 232.233 acre tract, same being the southwest corner of Lot 1, Pittman Addition, a subdivision of record in Volume 76, Page 228 of the Plat Records of Travis County, Texas;

**THENCE** South 62°59'36" East, with the north line of said 232.233 acre tract, same being the south line of said Lot 1 and the south line of an 11.000 acre tract described in a deed to O. D. McMarion and Ann Sibley, recorded in Document No. 1999100812 of the Official Public Records of Travis County, Texas, a distance of 857.50 feet to a 1/2" iron pipe found for the southeast corner of said 11.000 acre tract, same being the southwest corner of said 8.282 acre tract;

**THENCE** North 26°58'15" East, with the west line of said 8.282 acre tract, same being the east line of said 11.000 acre tract and the east line of a 5.014 acre tract described in a deed to O. D. McMarion and wife, Ann McMarion, recorded in Document No. 2007145976 of the Official Public Records of Travis County, Texas, a distance of 653.18 feet to a 1/2" rebar with Chaparral cap found in the east line of said 5.014 acre tract, for the northwest corner of said 8.282 acre tract, same being the southwest corner of a remainder of 13.93 acres conveyed in a deed to Tom Stephens and wife, Janice Stephens, recorded in Volume 7496, Page 513, and described in a deed of record in Volume 3329, Page 1038, both of the Deed Records of Travis County, Texas;

**THENCE** South 63°15'05" East, with the north line of said 8.282 acre tract, same being the south line of said remainder of 13.93 acres, a distance of 648.24 feet to a 1/2" rebar with Chaparral cap found for the northeast corner of said 8.282 acre tract, same being the west line of said 232.233 acre tract, also being the southeast corner of said remainder of 13.93 acres;

**THENCE** North 43°26'02" East, with the west line of said 232.233 acre tract, same being the east line of said remainder of 13.93 acres, a distance of 538.67 feet to a 1/2" rebar with Chaparral cap found in the south right-of-way line of Colton Bluff Springs Road, for the northwest corner of said 232.233 acre tract, same being the northeast corner of said remainder of 13.93 acres;

**THENCE** North 32°24'14" East, crossing Colton Bluff Springs Road, a distance of 70.31 feet to a calculated point in the north right-of-way line of Colton Bluff Springs Road, same being the south line of said 82.844 acre tract;

**THENCE** with the north right-of-way line of Colton Bluff Springs Road, same being the south line of said 82.844 acre tract, the following two (2) courses and distances:

1. North 63°13'10" West, a distance of 197.14 feet to a 1/2" rebar found;
2. North 63°18'06" West, a distance of 703.08 feet to a bolt in concrete found for the southwest corner of said 82.844 acre tract, same being the southeast corner of a 1.0 acre tract described in a deed to Donny Mack Cowan, recorded in Volume 12371, Page 662 of the Real Property Records of Travis County, Texas;

**THENCE** North 27°09'21" East, with the west line of said 82.844 acre tract, same being the east line of said 1.0 acre tract, a distance of 290.52 feet to a 1/2" rebar found for the northeast corner of said 1.0 acre tract, same being the southeast corner of said 89.256 acre tract;

**THENCE** with the south line of said 89.256 acre tract, the following eight (8) courses and distances:

1. North 63°01'00" West, with the north line of said 1.0 acre tract, a distance of 150.08 feet to a 1/2" rebar with cap found;
2. South 27°11'15" West, with the west line of said 1.0 acre tract, a distance of 291.18 feet to a 1/2" rebar found in the north right-of-way line of Colton Bluff Springs Road;
3. North 63°15'07" West, with the north right-of-way line of Colton Bluff Springs Road a distance of 508.93 feet to a calculated point;
4. North 62°31'18" West, with the north right-of-way line of Colton Bluff Springs Road, a distance of 175.38 feet to a calculated point for the southeast corner of a

0.18 acre tract conveyed in a deed to Rosemary Elizabeth Schweitzer, recorded in Volume 13011 Page 32 of the Real Property Records of Travis County, Texas, and described as Lot No. 2 in a deed of record in Volume 6057, Page 415 of the Deed Records of Travis County, Texas;

5. North 26°26'47" East, with the east line of said 0.18 acre tract, a distance of 130.76 feet to a calculated point for the northeast corner of said 0.18 acre tract;
6. North 63°01'34" West, with the north line of said 0.18 acre tract and the north line of another 0.18 acre tract conveyed in said deed to Rosemary Elizabeth Schweitzer, recorded in Volume 13011 Page 32 of the Real Property Records of Travis County, Texas, and described as Lot No. 1 in a deed of record in Volume 6057, Page 415 of the Deed Records of Travis County, Texas, a distance of 120.03 feet to a calculated point for the northwest corner of said 0.18 acre tract described as Lot No. 1;
7. South 26°58'40" West, with the west line of said 0.18 acre tract described as Lot No. 1, a distance of 129.50 feet to a calculated point in the north right-of-way line of Colton Bluff Springs Road, for the southwest corner of said 0.18 acre tract described as Lot No. 1;
8. North 62°29'29" West, with the north right-of-way line of Colton Bluff Springs Road, a distance of 564.31 feet to a 1/2" rebar found for the southwest corner of said 89.256 acre tract, same being the southeast corner of said 25.735 acre tract;

**THENCE** continuing with the north right-of-way line of Colton Bluff Springs Road, the following three (3) courses and distances:

1. North 62°29'18" West, with the south line of said 25.735 acre tract, a distance of 64.03 feet to a 1/2" rebar found for the southwest corner of said 25.735 acre tract, same being the southeast corner of said 2.731 acre tract;
2. North 62°29'18" West, with the south line of said 2.731 acre tract, a distance of 237.84 feet to a 1/2" rebar found for the southwest corner of said 2.731 acre tract, same being the southeast corner of said 37.306 acre tract
3. North 63°23'43" West, with the south line of said 37.306 acre tract, a distance of 420.32 feet to a calculated point;

**THENCE** crossing said 37.306 acre tract, with the north right-of-way line of Colton Bluff Springs Road, the following two (2) courses and distances:

1. North 27°10'53" East, a distance of 6.63 feet to a calculated point;

2. North 62°49'07" West, a distance of 507.44 feet to a calculated point in the east right-of-way line of McKinney Falls Parkway (right-of-way width varies);

**THENCE** continuing across said 37.306 acre tract, with the east right-of-way line of McKinney Falls Parkway, the following three (3) courses and distances:

1. North 27°10'53" East, a distance of 424.86 feet to a calculated point;
2. With a curve to the right, having a radius of 11942.50 feet, a delta angle of 00°21'16", an arc length of 73.90 feet, and a chord which bears North 27°21'31" East, a distance of 73.90 feet to a calculated point;
3. North 27°31'58" East, a distance of 771.23 feet to a calculated point in the west line of said 37.306 acre tract, for the south corner of said 2820 square foot tract;

**THENCE** continuing with the east right-of-way line of McKinney Falls Parkway, the following seven (7) courses and distances:

1. North 28°03'14" East, with the west line of said 2820 square foot tract, a distance of 254.40 feet to a 1/2" rebar with Chaparral cap found for the north corner of said 2820 square foot tract, same being an angle point in the west line of said 37.306 acre tract;
2. North 27°30'59" East, with the west line of said 37.306 acre tract, a distance of 144.75 feet to a 1/2" rebar with Chaparral cap found for the northwest corner of said 37.306 acre tract, same being the southwest corner of said remainder of 2.6891 acres;
3. North 32°40'32" East, with the west line of said remainder of 2.6891 acres, a distance of 159.65 feet to a 1/2" rebar with Chaparral cap found for the northwest corner of said remainder of 2.6891 acres, same being the southwest corner of said 18.810 acres;
4. North 27°32'48" East, with the west line of said 18.810 acre tract, a distance of 696.37 feet to a 1/2" rebar with Chaparral cap found;
5. North 25°38'36" East, continuing with the west line of said 18.810 acre tract, a distance of 302.02 feet to a 1/2" rebar with Chaparral cap found for the northwest corner of said 18.810 acre tract, same being in the southwest line of said 6.934 acre tract;
6. North 48°13'16" West, with the south line of said 6.934 acre tract, a distance of 15.47 feet to a 1/2" rebar with Chaparral cap found for the southwest corner of said 6.924 acre tract;

7. North 27°31'46" East, with the west line of said 6.934 acre tract, a distance of 192.99 feet to a calculated point for the northwest corner of said 6.934 acre tract, same being the southwest corner of a 6.924 acre tract described in a deed to Jose A. Espinosa and Luz A. Espinosa, recorded in Volume 12861, Page 391 of the Real Property Records of Travis County, Texas;

**THENCE** South 48°13'04" East, with the north line of said 6.934 acre tract, same being the south line of said 6.924 acre tract, a distance of 1617.68 feet to a 1/2" rebar found for the northeast corner of said 6.934 acre tract, same being the southeast corner of said 6.924 acre tract, also being in the west line of said 89.256 acre tract;

**THENCE** North 28°09'13" East, with the west line of said 89.256 acre tract, same being the east line of said 6.924 acre tract, the east line of a 2 acre tract described in a deed to Erland Burklund, recorded in Volume 6757, Page 601 of the Deed Records of Travis County, Texas, and the east line of said 6.997 acre tract, a distance of 576.68 feet to the **POINT OF BEGINNING**, containing 648.268 acres of land, more or less.

**SAVE AND EXCEPT 4.133 ACRES:**

BEING ALL OF A 4.132 ACRE TRACT DESCRIBED IN A WARRANTY DEED TO CHERYL LYNNE AND KIEKE BARRON, DATED JANUARY 1, 1985 AND RECORDED IN VOLUME 8971, PAGE 137 OF REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS; SAID 4.133 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 5/8" rebar found in the south right-of-way line of Colton Bluff Springs Road, for the northeast corner of said 4.132 acre tract, same being an angle point in the north line of said 232.233 acre tract;

**THENCE** with the common line of said 4.132 acre tract and said 232.233 acre tract, the following three (3) courses and distances:

1. South 26°46'51" West, a distance of 450.30 feet to a 5/8" rebar found;
2. North 63°15'05" West, a distance of 399.80 feet to a 1/2" rebar with Chaparral cap found;
3. North 26°46'51" East, a distance of 450.30 feet to a calculated point in the south right-of-way line of Colton Bluff Springs Road, for the northwest corner of said 4.132 acre tract, same being an angle point in the north line of said 232.233 acre tract;

**THENCE** South 63°15'05" East, with the south right-of-way line of Colton Bluff Springs Road, same being the north line of said 4.132 acre tract, a distance of 399.80 feet to the **POINT OF BEGINNING**, containing 4.133 acres of land, more or less.

Based on surveys made on the ground by Chaparral from June 2006 through September 10, 2010. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 500-001-BD-EX3.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

*Em* 9/17/2010

Eric J. Dannheim  
Registered Professional Land Surveyor  
State of Texas No. 6075



**EXHIBIT "B"**  
**VOTING AND ASSESSMENT UNIT ALLOCATIONS**

<u>Use</u>	<u>Voting and Assessment Units</u>
Detached residential Condominium Unit or residential Lot	1 per Condominium Unit/ residential Lot
Attached residential Condominium Unit	0.8 per Unit
Retail/Restaurant/Office	1 per 1200 square feet of proposed Improvements (includes detached and attached commercial Condominium Units; excludes structured parking)
Warehouse/Industrial	1 per 4000 square feet of proposed Improvements
Hotel Property	0.3 per individual hotel room designed to accommodate overnight guests, <i>i.e.</i> , "key"
Hotel Meeting Space	1 per 200 square feet of proposed meeting space Improvements
Multi-Family (including Senior Living)	0.5 per apartment
Hospital/Long-Term Care Facility	0.8 per bed
School (includes gym and cafeteria)	1 per 15 students
Theater/Performing Arts Center	1 per 10 seats



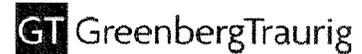
**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

December 13 2016 03:26 PM

FEE: \$ 302.00 **2016206134**



After recording return to:

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# EASTON PARK

## COMMUNITY ENHANCEMENT COVENANT **[COMMERCIAL]**

*A Commercial Master Planned Community in  
Travis County, Texas*

**NOTE: NO PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" TO THE MASTER COVENANT (AS SUCH TERM IS DEFINED HEREIN) IS SUBJECT TO THE TERMS OF THIS COMMUNITY ENHANCEMENT COVENANT UNLESS A NOTICE OF ANNEXATION DESCRIBING SUCH PORTION OF THE PROPERTY IS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, IN ACCORDANCE WITH SECTION 9.05 OF THE MASTER COVENANT AS FURTHER DESCRIBED BELOW.**

**Declarant: CARMA EASTON, LLC, a Texas limited liability company**

**Cross reference to Easton Park Master Covenant [Commercial], recorded under Document No. 2016206134 in the Official Public Records of Travis County, Texas.**



**COMMUNITY ENHANCEMENT COVENANT**  
**[COMMERCIAL]**

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**COMMUNITY ENHANCEMENT COVENANT**  
**[COMMERCIAL]**

This Easton Park Community Enhancement Covenant [Commercial] (the “**Community Enhancement Covenant**”), is made by **CARMA EASTON, LLC**, a Texas limited liability company (“**Declarant**”), and is as follows:

**RECITALS**

**A.** Declarant has caused to be Recorded that certain Easton Park Master Covenant [Commercial], recorded as Document No. 2016206134 in the Official Public Records of Travis County, Texas (the “**Master Covenant**”).

**B.** Certain real property owned by the Declarant and described on Exhibit “A” to the Master Covenant (the “**Property**”) shall be made subject to the terms and conditions of the Master Covenant from time to time pursuant to the Recording of one or more Notices of Annexation under *Section 9.05* of the Master Covenant

**C.** Upon the Recordation of a Notice of Annexation in the Official Public Records of Travis County, Texas: (a) the portions of the Property described therein shall be governed by and fully subject to this Community Enhancement Covenant; and (b) the portions of the Property described therein and any additional property made subject to this Community Enhancement Covenant in the future shall constitute the “**Development**” for the purposes set forth herein.

**D.** Upon Recordation by Declarant, and as further set forth below, this Community Enhancement Covenant creates a vehicle and a process through which all stakeholders in the Development (*i.e.*, Declarant, the Association, Owners, Tenants, etc.) can uphold the Development vision through the establishment of an administrative and funding structure with the mission and authority to enhance overall quality of life and promote individual and collective creativity and interests within the Development, through the levy and collection of a Community Enhancement Fee (as defined below).

**No portion of the Property is subject to the terms and provisions of this Community Enhancement Covenant until a Notice of Annexation (as defined in *Section 9.05* of the Master Covenant) is Recorded in the Official Public Records of Travis County, Texas. A Notice of Annexation may only be filed by Declarant.**

E. Declarant now desires to impose upon the Property the terms and provisions of this Community Covenant.

**NOW, THEREFORE**, it is hereby declared that upon the Recordation of a Notice of Annexation pursuant to *Section 9.05* of the Master Covenant: (i) such portions of the Property described in the Notice of Annexation will be held, sold, conveyed, and occupied subject to the following covenants, conditions, and restrictions which shall run with such portions of the Property and shall be binding upon all parties having right, title, or interest in or to such Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit and burden of each Owner thereof; and (ii) each contract or deed conveying those portions of the Property which are made subject to this Community Enhancement Covenant will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

<b>Property versus Development</b>	
<b>"Property" -</b>	Land described in <i>Exhibit "A"</i> to the Master Covenant. This is the land that <u>may be made</u> subject to this Community Enhancement Covenant, from time to time, by the Recording of one or more Notices of Annexation pursuant to <i>Section 9.05</i> of the Master Covenant.
<b>"Development" -</b>	This is the portion of the land described in <i>Exhibit "A"</i> to the Master Covenant that <u>has been made</u> subject to this Community Enhancement Covenant through the Recordation of a Notice of Annexation.

## **ARTICLE I** **DEFINITIONS**

In addition to the terms defined elsewhere herein, the following terms shall have the meanings specified below. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Master Covenant.

**"Association"** means Easton Park Commercial Association, Inc., a Texas nonprofit corporation, which was created under the Master Covenant by the Declarant to exercise the authority and assume the powers specified in *Article 3* and elsewhere in the Master Covenant.

**"Board"** means the Board of Directors of the Association.

**"Community Enhancement Fee"** means a fee equal to the Transfer Price (as further defined herein) multiplied by 0.0015, which is payable to the Association upon the non-exempted Transfer of a Lot or Condominium Unit within the Development for the purpose of organizing, funding and administering such community-building activities, services, programs and capital Improvements and other infrastructure as the Board deems necessary, desirable and appropriate, as further set forth in this Community Enhancement Covenant.

**"Community Investment Fund"** means the account designated pursuant to this Community Enhancement Covenant to receive the Community Enhancement Fee.

**“Condominium Unit”** shall have the meaning set forth in the Master Covenant.

**“Development”** shall have the meaning set forth in the Master Covenant.

**“District”** shall have the meaning set forth in the Master Covenant.

**“Improvements”** shall have the meaning set forth in the Master Covenant.

**“Lot”** shall have the meaning set forth in the Master Covenant.

**“Majority”** means more than half.

**“Transfer”** means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, lease, or other grant or conveyance of beneficial ownership of a Lot or Condominium Unit, whether occurring in one transaction or a series of related transactions, including but not limited to: (a) the conveyance of fee simple title to any Lot or Condominium Unit; (b) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Lots or Condominium Units; and (c) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Lots or Condominium Units; but “Transfer” shall not mean or include grants or conveyances expressly exempted under this Community Enhancement Covenant.

**“Transfer Price”** means the greater of: (a) the sales price paid by the Transferee for the Lot or Condominium Unit; or (b) the value of the Lot or Condominium Unit, including any Improvements or betterments constructed thereon, as determined by the Travis County Appraisal District in their most recent valuation of such Lot or Condominium Unit for *ad valorem* tax purposes. For purposes of clause (b) of the immediately preceding sentence, “valuation” means the appraised value without giving effect to any applicable tax exemptions.

**“Transferee”** means all parties to whom any interest passes by a Transfer, and each party included in the term “Transferee” shall have joint and several liability for all obligations of the Transferee under this Community Enhancement Covenant.

**“Transferor”** means all parties who pass or convey any interest by a Transfer, and each party included in the term “Transferor” shall have joint and several liability for all obligations of the Transferor, as provided for in this Community Enhancement Covenant.

## **ARTICLE II**

### **COMMUNITY ENHANCEMENT FEE**

**2.01. Community Enhancement Fee.** The Board, acting on behalf of the Association shall have the authority to levy and collect the Community Enhancement Fee, as further set forth below.

**2.02. Community Activities, Services, Programs and Capital Improvements.** Through the collection and administration of the Community Enhancement Fee, the Board may organize, fund, and administer such community-building activities, services, programs and capital Improvements and other infrastructure as the Board deems necessary, desirable, and appropriate to serve as a means to: (a)

enhance and promote the advancement of the Development; (b) encourage, support and fund programs, activities, services, interests or construction of Improvements or other infrastructure benefiting, affecting or of interest to the Development; (c) fund the provision of electronic access to documents pertaining to the Development; and (d) fund charitable, educational, social, cultural, recreational, environmental, political and/or physical activities, capital Improvements or other infrastructure, services or programs benefiting, affecting or of interest to the Development and the Property (collectively, (a) – (d) are the “**Community Enhancements**”), which may include, but are not limited to, the following:

- (a) primary and adult formal or informal education programs;
- (b) training and orientation programs;
- (c) learning centers, computer centers, activity centers and/or business centers;
- (d) coordinated activities and recreational and social programs (*e.g.*, book clubs, hikes, cooking classes, scavenger hunts, etc.);
- (e) environmental programs (*e.g.*, community-wide recycling, community gardens);
- (f) activities designed to promote compliance with community regulations through education, communication, and grass roots support;
- (g) promotional and public relations activities on behalf of the Development;
- (h) cultural, artistic, environmental, and wellness programs;
- (i) community services for the benefit of the Development’s Tenants (*e.g.*, caretaker services, concierge services, etc.);
- (j) developing, hosting or maintaining Development internet or intranet sites;
- (k) capital Improvements consisting of charitable, educational, cultural, social, recreational, environmental, political, physical fitness and/or wellness facilities or other infrastructure;
- (l) community-wide audio, video and technology;
- (m) charter clubs and other volunteer organizations and activities; and
- (n) other services, activities, and programs which enhance the sense of community within the Development.

**Nothing in this Section shall be construed as a representation by Declarant, the Board or the Association of what, if any, activities, services, programs, or Improvements shall be provided or facilitated.**

**2.03. Contributions to Districts, Tax-Exempt Organizations or Reserves.** On behalf of the Association, the Board may contribute money, real or personal property, or services to any District or

any nonprofit, tax-exempt organization, the operation of which confers some benefit upon the Development, the Association, its Members or Tenants. The Board may also approve additional funds to be contributed to any reserves established by the Association for the benefit of the Development, the Association, its Members or Tenants. Any funds contributed to such District, a tax-exempt organization or the Association's reserves may be paid from the Community Investment Fund. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code (the "**Code**"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

**2.04. Community Enhancement Fee Obligations.** The covenants, conditions and restrictions set forth below are hereby impressed upon the Property

(a) Obligation to Pay Community Enhancement Fee. Upon the Transfer of any Lot or Condominium Unit within the Development, the Transferee thereof shall be obligated to pay the Community Enhancement Fee to the Association equal to the **Transfer Price multiplied by 0.0015**, unless the Transfer in question is exempted under this Community Enhancement Covenant. The Community Enhancement Fee is neither imposed as a penalty nor as a tax, but rather is imposed as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Community Enhancement Covenant for the betterment of the Development. As such, the Community Enhancement Fee shall be deemed an Assessment imposed by and subject to all rights, obligations and provisions set forth in *Article 5* of the Master Covenant.

(b) Liability for the Community Enhancement Fee. If the Transferee does not pay the Community Enhancement Fee as required by this Section, payment of the Community Enhancement Fee shall become the personal obligation of the Transferee under the Transfer in question and there shall be a lien against the applicable Lot or Condominium Unit for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with *Article 5* of the Master Covenant.

(c) Deposit of Community Enhancement Fee Into Community Investment Fund. On behalf of the Association, the Board will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause to be prepared a Community Enhancement Fee receipts and disbursements schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

(d) Due on Closing and Method for Payment. Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferee shall provide a written report in a form approved by the Board (the "**Community Enhancement Fee Report**") which: (i) describes the Transfer and the Lot or Condominium Unit; (ii) sets forth the Transfer Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the

Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records and to audit all accounts of any owner or Transferee which are reasonably related to the payment of the Community Enhancement Fee.

(e) Disbursements. Upon Majority vote, the Board may, from time to time, make disbursements from the Community Investment Fund to achieve the objectives set forth in this Community Enhancement Covenant or to pay costs to administer this Community Enhancement Covenant and the Community Investment Fund.

(f) Community Enhancement Fee Lien and Foreclosure. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association. Each Community Enhancement Fee is a charge on the Lot or Condominium Unit and is secured by a continuing lien on the Lot or Condominium Unit in the same manner as an Assessment lien arising under *Article 5* of the Master Covenant. Each Owner, and each prospective Owner, is placed on notice that the Owner's title may be subject to the continuing lien for the Community Enhancement Fee attributable to a period prior to the date that the Owner purchased a Lot or Condominium Unit. An express lien on each Lot or Condominium Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of the Community Enhancement Fee which shall be enforced as an Assessment lien in accordance with the terms and provisions set forth in *Article 5* of the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances on a Lot or Condominium Unit, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first mortgage Recorded lien or Recorded first deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in questions; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second mortgage lien or Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such Mortgage was Recorded, before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from the construction of improvements to the Lot or Condominium Unit regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the Lot unless the assignment is part of a superior deed of trust lien. Foreclosure of a superior lien extinguishes the Association's claim against the Lot or Condominium Unit for an unpaid Community Enhancement Fee that became due before the sale, but does not extinguish the Association's claim against the former Owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Community Enhancement Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records for Travis County, Texas. If the debt is cured after a notice has been recorded, the Association will record a release of the notice of lien at the expense of the curing Owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Lot or Condominium Unit, each Owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other Assessment liens as further set forth in *Article 5* of the Master Covenant.

(g) Reporting on Exemptions from Community Enhancement Fee. In the event that a Transferee is involved in a Transfer that it believes to be exempted from the requirement to pay the Community Enhancement Fee under this Section, the Transferee shall provide written notice (the “**Notice of Claim of Exemption**”) to the Board within five (5) days prior to the Transfer in question, explaining the Transfer and the reason the Transferee believes such Transfer should be exempted. If, after review of the Notice of Claim of Exemption, the Board does not concur that the Transfer in question should be exempted from the Community Enhancement Fee, the Board will notify the Transferee or the Transferee’s title company of its obligation to pay the Community Enhancement Fee to the Association and the Transferee shall pay the applicable Community Enhancement Fee. Prior to its decision on any Notice of Claim of Exemption, the Board may request additional information or clarification from the Transferee submitting such Notice of Claim of Exemption, and the Transferee shall promptly provide the Board with such additional information. Copies of all notices and correspondence between the Transferee and the Board under this Section shall be provided to the Transferor of the subject Transfer by the party initiating such notice or correspondence. Notwithstanding the foregoing, Transferees involved in the exempted Transfers as set forth in subparagraphs (h)(iii), (h)(iv), (h)(v), and (h)(vi) below shall not be required to submit a Notice of Claim of Exemption, and such Transfers shall automatically be exempted from the Community Enhancement Fee.

(h) Exemptions from the Community Enhancement Fee. The Community Enhancement Fee shall not apply to any of the Transfers set forth in subparagraphs (i) – (xiii) below, except to the extent that any of such Transfers are used for the purpose of avoiding the Community Enhancement Fee.

(i) Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any county, city, municipality, district or other political subdivision of such state;

(ii) Transfer to the Association. Any Transfer to the Association created pursuant to the Master Covenant, or its respective successors or assignees;

(iii) Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or their successors or assignees;

(iv) Transfer from Declarant. Unless waived in writing by Declarant, any Transfer from or by Declarant or its successor, assignee or affiliate;

(v) Transfer to Development Owner. Any Transfer from Declarant, or its successor, assignee or affiliate, to a Development Owner. For purposes of this subparagraph, “**Development Owner**” means any Owner who acquires a Lot or other portion of the Property from Declarant for the purpose of developing the Property for resale to a third-party.

(vi) Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exemption, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person’s

stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exemption.

(vii) Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution.

(viii) Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.

(ix) Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding.

(x) Exempt Transfers On Conveyance To Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or mortgage or Transfers in connection with a deed given in lieu of foreclosure.

(xi) Holding Company Exemption. Any Transfer made by a corporation or other entity, for consideration (a) to any other corporation or entity which owns one-hundred percent (100%) of its equity securities (a "**Holding Company**"), or (b) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, one-hundred percent (100%) by such Holding Company.

(xii) Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with, such Transfer.

(xiii) Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Lot or Condominium Unit wherein the interim owner acquires such Lot or Condominium Unit for the sole purpose of immediately re-conveying such Lot or Condominium Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Lot or Condominium Unit, provided the Board specifically approves such exemption in each particular case.

### **ARTICLE III** **MISCELLANEOUS**

**3.01. Breach Shall Not Permit Termination.** Notwithstanding anything to the contrary contained herein, no breach of this Community Enhancement Covenant shall entitle Declarant or the owner of any portion of the Property to cancel, rescind or otherwise terminate this Community Enhancement Covenant.

**3.02. Amendment.** This Community Enhancement Covenant may be amended: (a) unilaterally by the Declarant during the Development Period; or (b) by a Majority vote by the Board, and, for a period of thirty (30) years following the date of initial Recording of this Community

Enhancement Covenant, the written consent of Declarant, or its express successors or assignees, unless Declarant's right to consent is terminated in writing.

**3.03. Enforcement.** The Association or Declarant will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, and covenants imposed by the provisions of this Community Enhancement Covenant.

**3.04. Inurement.** This Community Enhancement Covenant and the restrictions created hereby are binding upon the Owners of all or any portion of the Property.

**3.05. Severability; Governing Law.** The provisions of this Community Enhancement Covenant shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. This Community Enhancement Covenant and all rights and obligations created hereby shall be governed by the laws of the State of Texas. This Community Enhancement Covenant is performable in Travis County, Texas.

**3.06. Notices.** Any notice to any owner of the Property shall be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as FedEx) or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the intended recipient's last known mailing address. All notices under this Community Enhancement Covenant shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

***[SIGNATURE PAGE FOLLOWS]***

EXECUTED to be effective on the date this instrument is Recorded.

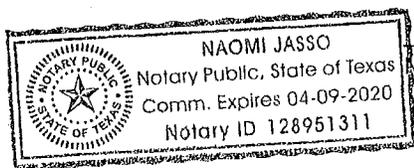
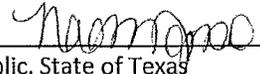
**DECLARANT:**

**CARMA EASTON, LLC,**  
a Texas limited liability company

By:   
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on this 13 day of December, 2016, by Chad Matheson, Chief Financial Officer of Carma Easton, LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)    
Notary Public, State of Texas

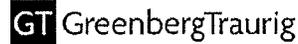
AUS536478141v2 - 161099.010300



**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS  
December 14 2016 08:27 AM

FEE: \$ 70.00   **2016206313**



AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.  
GREENBERG TRAURIG, LLP  
300 West 6<sup>th</sup> Street, Suite 2050  
Austin, Texas 78701  
Email: vendittic@gtlaw.com

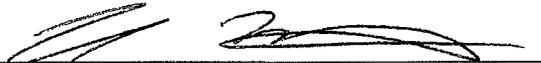


**COMMERCIAL DESIGN GUIDELINES**

Pursuant to the authority set forth under that certain Easton Park Master Covenant [Commercial], recorded under Document No. 2016206134 of the Official Public Record of Travis County, Texas (the "Master Covenant"), the Easton Park Reviewer hereby certifies that the Easton Park Commercial Guidelines (the "Guidelines") attached hereto as Exhibit "A" and incorporated as if more fully set forth herein were duly adopted by the Easton Park Reviewer under the Master Covenant, and along with all future amendments thereto, such Guidelines shall be effective upon the date of recordation in the Official Public Records of Travis County, Texas.

Adopted by the Easton Park Reviewer:

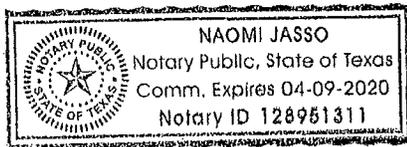
CARMA EASTON LLC, a Texas limited liability company

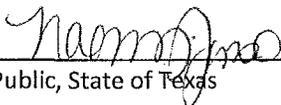
By:   
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §  
COUNTY OF Travis §

This instrument was acknowledged before me on this 13 day of December, 2016, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

[SEAL]



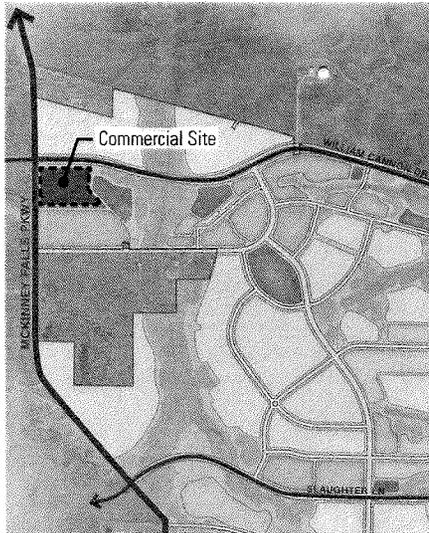
  
Notary Public, State of Texas

Adopted by Declarant in accordance with Section 6.04(b) of Easton Park Master Covenant [Commercial], recorded as Document No. 2016206134 Official Public Records of Travis County, Texas.

**EXHIBIT "A"**  
**EASTON PARK COMMERCIAL GUIDELINES**

EASTON

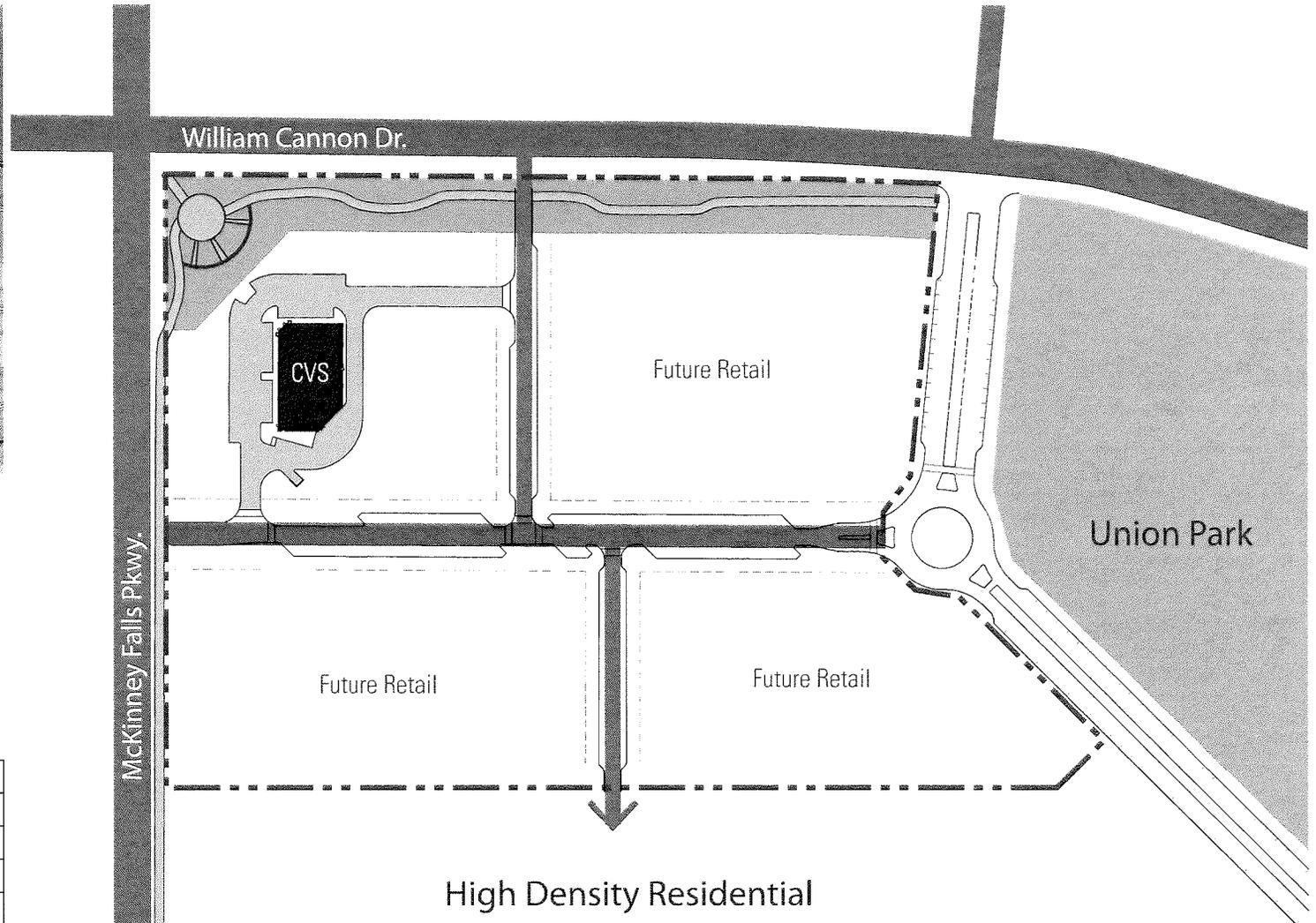
**COMMERCIAL GUIDELINES**



**INTENT**

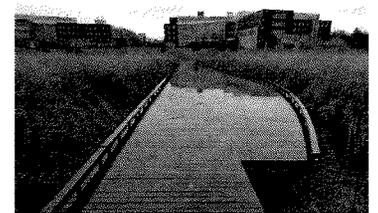
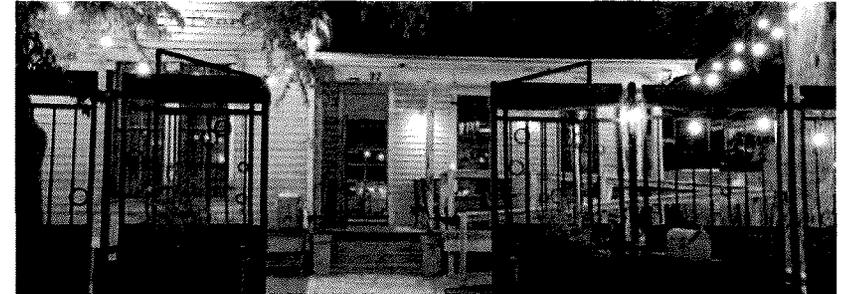
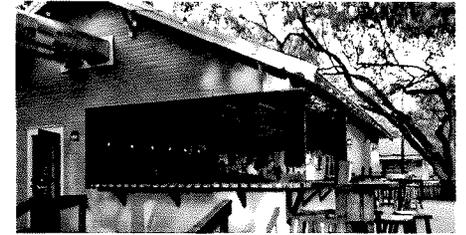
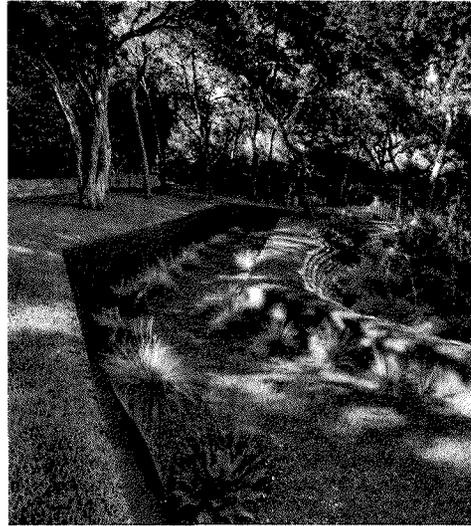
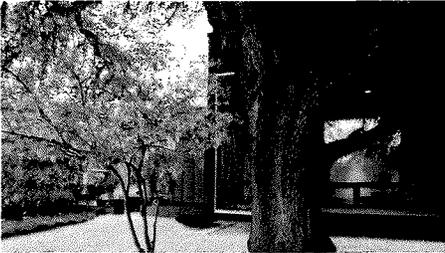
The intent for commercial guidelines is to create a cohesive design that encourages connections between users, both from a pedestrian and vehicular scale. All site development within the District shall be in conformance with these Architectural Guidelines and Standards. Each Property Owner shall submit plans and elevations of all building facades for approval by the Declarant.

LEGEND	
	Primary Internal Drive
	Secondary Internal Drive
	Buildings
	Parking Lot



**TBG EASTON / COMMERCIAL FRAMEWORK DIAGRAM**

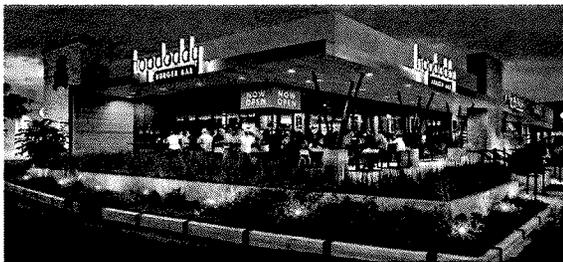
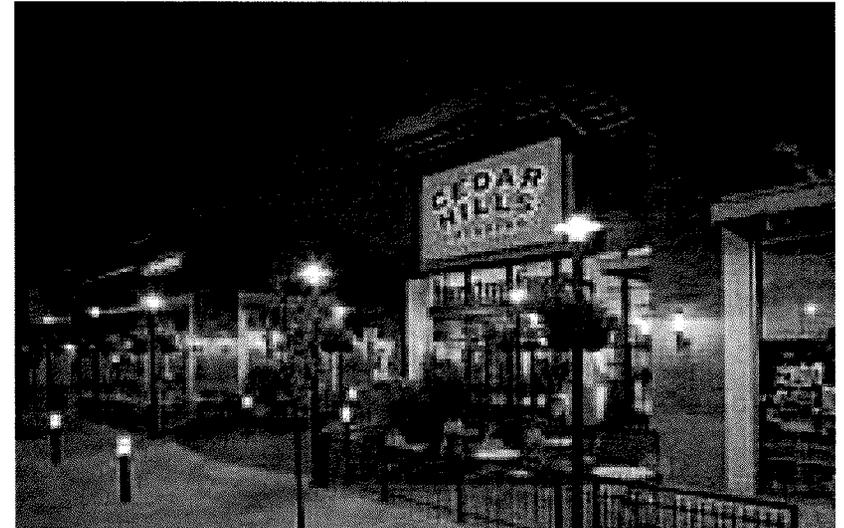
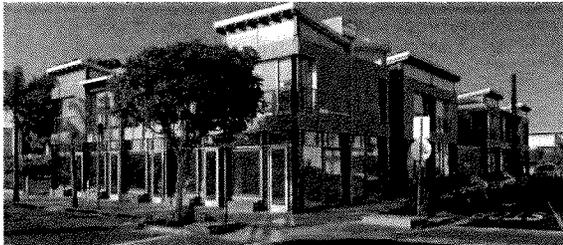
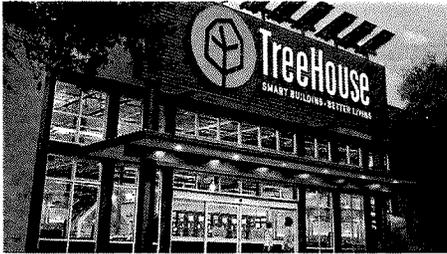
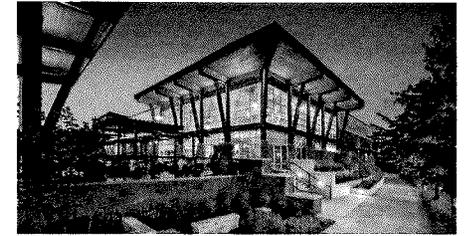




# EASTON / OVERALL LANDSCAPE CHARACTER

📍 Austin, TX   👤 Brookfield   📅 05 December 2016

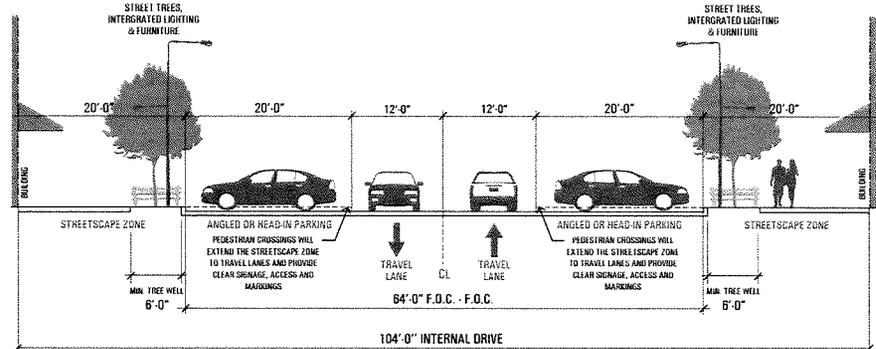
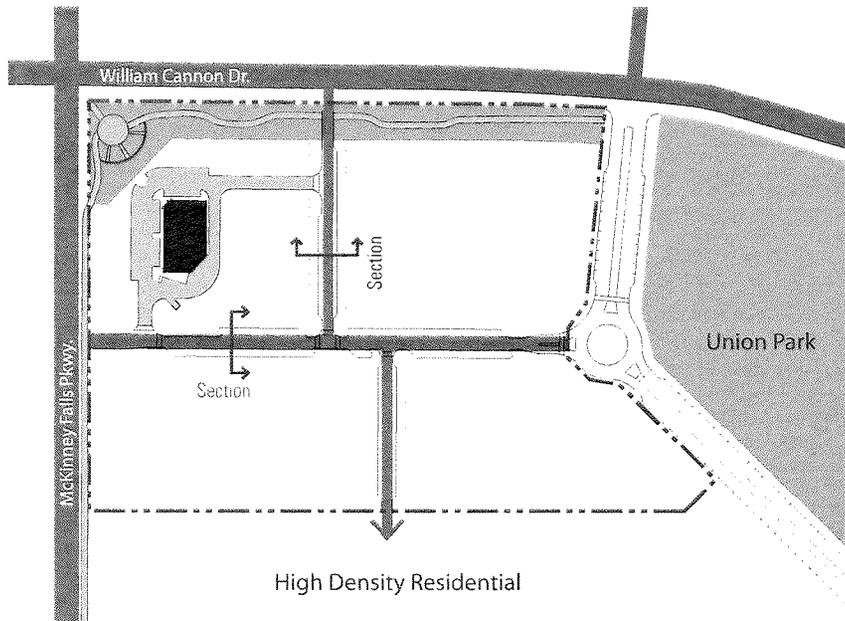




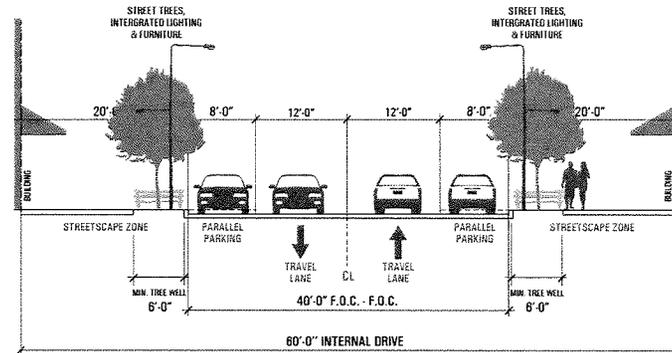
# EASTON / AUSTIN CONTEMPORARY CHARACTER



📍 Austin, TX   👤 Brookfield   📅 05 December 2016



Primary Internal Drive



Secondary Internal Drive

Wherever feasible, buildings shall be grouped. All drive-thru banks, drug stores, restaurants and other similar commercial drive-thru uses shall minimize off-street stacking spaces. Declarant reserves right to restrict locations of drive-thru uses. Free standing buildings shall provide no more than twenty percent (20%) of the off-street parking areas in front of building(s). Vehicular and pedestrian connectivity is essential between retail spaces and shared parking is encouraged between users. Private Streets shall include on-street parallel or head in parking spaces in accordance with the street type.

### BUILDING ENTRANCES

The main entrance of all buildings shall be architecturally prominent and clearly visible. Building articulation along the frontage shall be enhanced at the building entrances. Entrances to the ground floor of commercial/retail buildings shall be recessed at least four feet (4'). Storefront glass allowed and encouraged on ground floor retail units. Windows shall not be installed flush with the primary exterior finish material.



## BUILDING MATERIALS

On-At least 80% of the exterior of buildings (excluding doors and windows) shall be finished in one or more of the following materials: brick, stone, cast stone, rock, glass block, tile, metal, poured-in-place concrete or other approved masonry product. Concrete products shall have an integral color and be textured or patterned.

Side facades and rear facades shall be of finished quality and of the same color and materials that blend with the front of the building. A change of materials, color or texture must delineate divisions between floors of all buildings. Exterior façades shall incorporate a minimum of two basic building materials, in addition to glass and metal. All cladding materials shall be of a high quality, durable material such as but not limited to quarried stone, pre-cast architectural concrete, clay face brick, stucco, finished metal panels, and Hardi-Plank (or similar cementitious materials). No single building material of any one color should cover more than 70 percent of any building elevation.

The ground floor of commercial/retail buildings shall utilize a combination of the following: corbelling, molding, string coursing, ornamentation, or other sculpturing of the base; Recessed windows or other techniques to distinguish the windows in the façade such as arches, pediments and mullions. The color of the finishes may vary as the façade materials vary from stone to brick, etc. in an attempt to add variety and interest at the pedestrian level. Retail buildings shall be designed with storefronts and other street frontage that promote pedestrian activity, pedestrian access and gathering places. The ground floor of retail buildings shall be designed to accommodate active uses that open onto the sidewalk. Active uses include outdoor cafes, patios and Plazas, seating areas and other landscape areas designed for patron and/or pedestrian use.

## ARTICULATION

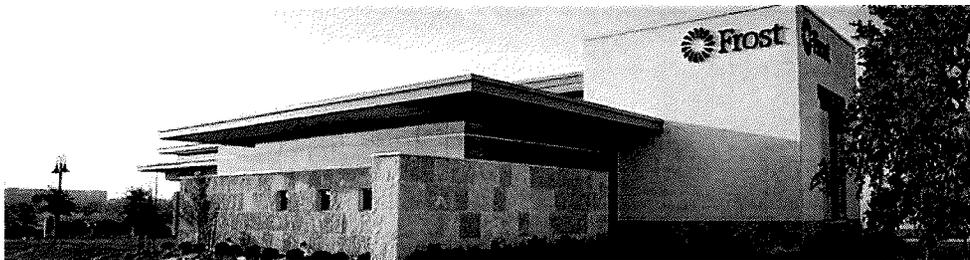
Building articulation shall be enhanced at the corner of each block. Articulation at the corners shall be in the vertical elevation and detailing. Walls shall show an articulated base course and a cornice on all facades. The building façade shall include a horizontal banding above the first story. Elements such as pilasters, cornices, string courses, window sills, lintels, and rustication add detail to a buildings façade and are highly encouraged. Brick, cast stone, ornamental metal, stucco and concrete may be used for such elements. Facades should not exceed thirty (30) horizontal feet and ten (10) vertical feet without two (2) of the following elements:

- A change in plane, such as an offset, reveal or projecting rib. Such plane



# T B G EASTON / COMMERCIAL GUIDELINES





- projections or recesses may include but are not limited to columns, planters, arches and voids.
- Architectural details such as raised bands and cornices.
  - Change in color and texture.
  - Awnings and/or balconies.

The ground floor of a Primary Orientation facade should have at least two (2) of the following elements for at least sixty (60) percent of the width of the façade:

- Covered walkways, open colonnades, or similar shade protection devices.
- Awnings, associated with windows or doors.
- Residential or building entrances.
- Arcades, or other roof treatment, such as awnings or secondary roofs, to provide shade and facade interest.
- Windows or glazing

### OPENINGS & ATTACHMENTS

Freestanding buildings, in-line Retail Storefronts or Retail buildings and portions of buildings that contain greater than 30,000 gross square feet of a single tenant use (the "Major Retail Buildings") shall include a building frontage that is predominantly transparent with a minimum of 25% glazing as a percentage of building frontage of the ground level façade facing a street and front facades and glass windows and entries at frequent intervals.

Any building not containing retail uses must have transparent windows covering at least twenty five percent (30%) of the façade area.

Buildings Awnings shall be mounted in areas which respect the building façade treatment. Awning shall extend a minimum of 5 feet from the building

façade and be constructed of metal, glass, canvas, or any other suitable material. End caps, internal lighting and translucent fiberglass and plastic material such as "Panaflex" is prohibited.

### ROOFS

Based on Austin Contemporary architectural character, all roof planes shall be horizontal with the exception of 20% of the total roof.

Mechanical equipment located on a roof, including but not limited to, elevator machinery, storage tanks, antennas, compressor units, water towers and satellite dishes shall be screened with building materials similar to the façade of the building.

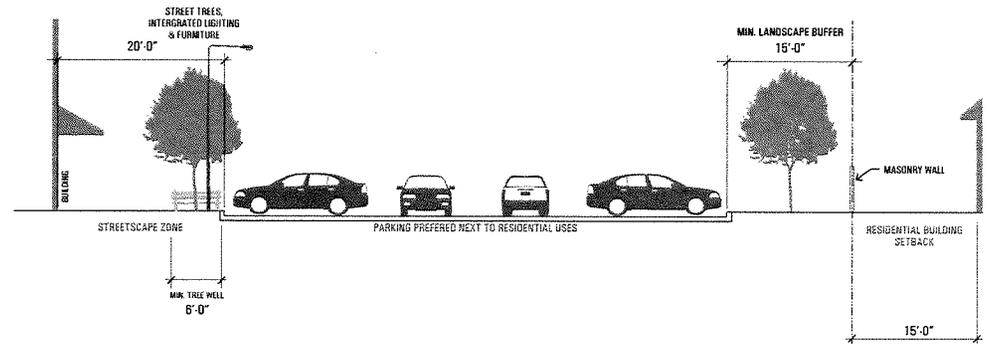
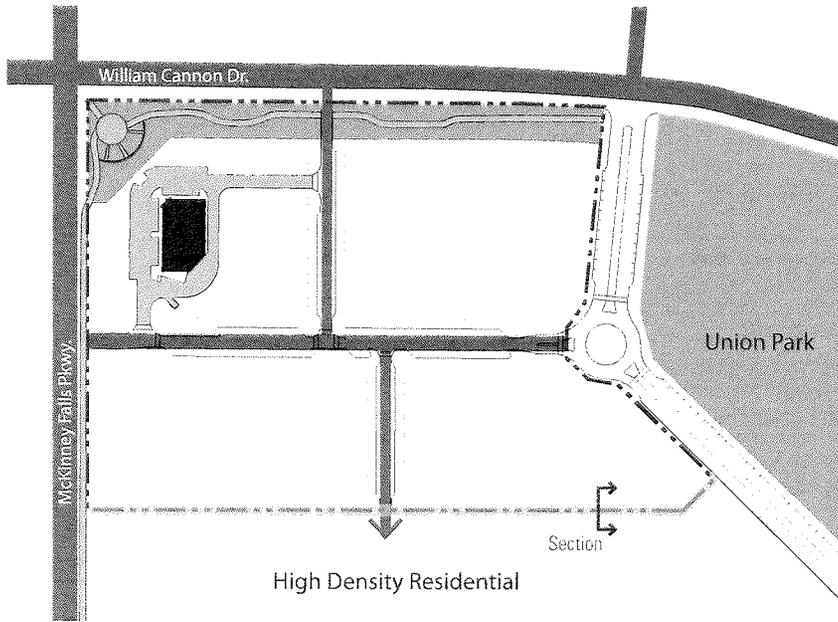
### SCREENING AND SERVICE AREAS

Service areas shall be designed to ensure that all public areas are well maintained and attractive, while service is safe and efficient. Service areas shall be well maintained and daily operations shall not disrupt the flow of pedestrians. Deliveries and pick up are limited between the hours of 7 am and 9 pm.

Loading and service areas must be located at the side or rear of buildings. The following elements shall be screened from streets within the District and public streets: garbage collection areas, maintenance facilities, ground mounted utility equipment (including meter boxes and transformers) storage areas, air conditioning chillers, storage tanks, truck staging and unloading areas, service areas, construction and maintenance equipment based on the building site, antennas, towers and satellite dishes, loading docks and loading areas. No outside storage of materials, supplies or equipment is permitted.

## T B G EASTON / COMMERCIAL GUIDELINES





Commercial Setbacks from High-Density Residential

### COMMERCIAL RELATIONSHIP TO HIGH-DENSITY RESIDENTIAL

When commercial is adjacent to residential uses, there should be a masonry wall that appropriately screens uses on both sides. Using masonry will ensure a lasting quality that will maintain a clean, durable edge to the property. In addition, commercial parcels will provide a minimum 15-foot landscape buffer to soften the edge along the masonry wall. All buildings will require a 25-foot setback from the high-density residential parcel to the south of the commercial site. Additional landscaped areas, courtyards, patios and parking are encouraged uses close to this property line and to reinforce the placement of buildings along primary and secondary internal drives.





**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

December 14 2016 07:35 AM

FEE: \$ 66.00 **2016206242**



AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.  
Emily Jung, Esq.  
GREENBERG TRAURIG, LLP  
300 W. 6<sup>th</sup> Street, Suite 2050  
Austin, Texas 78701  
Email: vendittic@gtlaw.com



**DEVELOPMENT TRACT DECLARATION**  
***[COMMERCIAL]***

*A Commercial Master Planned Community in  
Travis County, Texas*

**RETAIL DEVELOPMENT TRACT 1**

**DECLARANT: CARMA EASTON, LLC**, a Texas limited liability company

Cross reference to Easton Park Master Covenant [Commercial], recorded as Document No. 2016206134 in the Official Public Records of Travis County, Texas; and that certain Easton Park Notice of Annexation [Commercial]-Retail Development Tract 1, recorded as Document No. 2016 206 391 in the Official Public Records of Travis County, Texas.

EASTON PARK [COMMERCIAL]  
DEVELOPMENT TRACT DECLARATION  
RETAIL DEVELOPMENT TRACT 1



**DEVELOPMENT TRACT DECLARATION**  
**[COMMERCIAL]**

**RETAIL DEVELOPMENT TRACT 1**

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**DEVELOPMENT TRACT DECLARATION**  
**[COMMERCIAL]**

**RETAIL DEVELOPMENT TRACT 1**

This Easton Park [Commercial] Development Tract Declaration – Retail Development Tract 1 (the “**Development Tract Declaration**”) is made by **CARMA EASTON, LLC**, a Texas limited liability company (the “**Declarant**”), and is as follows:

**RECITALS**

**A.** This Development Tract Declaration is Recorded with respect to real property located in Travis County, Texas, as more particularly described on Attachment 1, attached hereto and incorporated herein (the “**Retail Development Tract 1**” referred to herein as the “**Development Tract**”).

**B.** Pursuant to the Master Covenant, Declarant served notice that portions of the Property may be made subject to one or more Development Tract Declarations upon the Recording of one or more Notices of Annexation in accordance with *Section 9.05* of the Master Covenant, and that once such Notices of Annexation have been Recorded, the portions of the Property described therein will constitute the Development Tract and will be governed by and fully subject to this Development Tract Declaration in addition to the Master Covenant.

**C.** Pursuant to that one certain Easton Park Notice of Annexation [Commercial] – Retail Development Tract 1, recorded as Document No. 2016206391 in the Official Public Records of Travis County, Texas (the “**Notice of Annexation**”), the Development Tract is subject to the terms and provisions of that certain Easton Park Master Covenant [Commercial], recorded as Document No. 2016206134 in the Official Public Records of Travis County, Texas, as amended (the “**Master Covenant**”).

**A Development Tract is a portion of Easton Park [Commercial] which is subject to the terms and provisions of the Master Covenant. A Development Tract Declaration includes specific restrictions which apply to the Development Tract, in addition to the terms and provisions of the Master Covenant.**

**D.** Declarant intends for this Development Tract Declaration to serve as one of the “Development Tract Declarations” permitted under the Master Covenant and desires that the Development Tract described and identified in Recital A hereinabove will constitute one of the Development Tracts which are permitted, contemplated and defined under the Master Covenant.

**NOW, THEREFORE**, it is hereby declared: (i) that all of the Development Tract will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the Development Tract and will be binding upon all parties having right, title, or interest in or to the Development Tract or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Development Tract, or any portion thereof, will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Development Tract Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Master Covenant.

**ARTICLE 1.  
DEFINITIONS**

Capitalized terms used but not defined in this Development Tract Declaration shall have the meaning subscribed to such terms in the Master Covenant.

**ARTICLE 2.  
USE RESTRICTIONS**

All of the Development Tract will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions.

**2.01 Use Restrictions.** The Development Tract must be used solely for activities that conform to all zoning requirements (if any) applicable to the Development Tract. Without limiting the generality of the foregoing, no portion of the Development Tract may be used for: (a) a business that specializes in bankruptcy or liquidation sales or the selling of fire damaged items; (b) an auction house, flea market, pawn shop, thrift store or other store which sells used or "second-hand" merchandise; (c) a kennel or other business involving the boarding or care of animals (with the exception of a national-brand pet store concept); (d) an establishment for sale of automobiles, trucks, mobile homes, or recreational motor vehicles; (e) a night club, bar, lounge, or tavern (except in connection with the operation of a sit-down restaurant, grocery store, spa, or salon); (f) a dance hall (except a professional dance instruction studio), ballroom, discotheque or game parlor; (g) an adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation, magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts); (h) a sexually oriented massage parlor; (i) a gambling establishment or betting parlor (except that the sale of lottery tickets shall not be prohibited); (j) a mortuary, crematorium or funeral home; or (k) any use which is illegal or which, in the reasonable opinion of the Easton Park Reviewer, is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or hazardous by reason of excess danger of fire or explosion (provided, however, that the foregoing restriction, and anything else in Documents, shall not be deemed to prohibit hazardous or explosive materials in *de minimis* amounts, a fuel service station on the Development Tract, or the sale within the Development Tract of household and other cleaning products in the normal course of a retail grocery or convenience store business, provided such Improvements are approved in accordance with the Master Covenant). No portion of the Development Tract may be used for the takeoff, storage, or

landing of aircraft (including, without limitation, helicopters) except for medical emergencies. The Development Tract may be used for a boutique or national-brand chain hotel with Declarant's prior written consent, but in no case may the Development Tract be used as a motel or off-price hotel.

**2.02 Trash.** Owners and Tenants shall place trash entirely within trash receptacles located within the Development Tract, which receptacles must be approved as to location and design by the Easton Park Reviewer, and may not place trash outside, next to, or on top of the receptacle. Boxes and large objects shall be crushed or broken down before being placed into a trash receptacle. Trash receptacles shall remain closed at all times when not in use. Owners and Tenants shall arrange privately for removal of discarded furnishings or any unusually large volume of debris.

**2.03 Outside Burning.** There will be no exterior fires, except that barbecues, outside fireplaces, braziers and incinerator fires contained within facilities or receptacles and in areas designated and approved by the Easton Park Reviewer shall be permitted. No Owner or Tenant will permit any condition to exist upon the Development Tract which creates a fire hazard or violates Applicable Law.

**2.04 Unightly Articles; Vehicles.** No article deemed to be unsightly by the Board will be permitted to remain within the Development Tract so as to be visible from Ordinary Public View. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment must be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Development Tract except within enclosed structures or appropriately screened from view. No: (i) racing vehicles; or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag will be permitted to remain visible from Ordinary Public View or to be parked on any roadway within the Development Tract. Motorcycles shall be operated in a quiet manner.

Parking of commercial vehicles or equipment, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles within the Development Tract is prohibited; provided, construction, service and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service, conduct construction activities for Improvements approved in accordance with the Master Covenant, or to make a delivery to the Development Tract.

Mobile homes are prohibited.

**2.05 Animals.** No domestic household pets, non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotics or any other animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of non-domesticated animal shall be kept, maintained, or cared for in the Development Tract. Notwithstanding the above, seeing-eye dogs and other qualified and authorized service animals are permitted within the Development Tract, including elevators.

**2.06 Antennae.** Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc, nor any solar energy system, may be erected, maintained or placed within any portion of the Development Tract without the prior written approval of the Easton Park Reviewer; provided, however, that:

- (a) an antenna designed to receive direct broadcast services, including direct-to-home or business satellite services, that is one meter or less in diameter; or
- (b) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or
- (c) an antenna that is designed to receive television broadcast signals;

(collectively, (a) through (c) are referred to herein as the “**Permitted Antennas**”) will be permitted subject to reasonable requirements as to location and screening as may be set forth in Rules adopted by the Easton Park Reviewer, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from Ordinary Public View. A master antenna, cable, or other communication system may be installed for the benefit of all or any portion of the Development Tract, provided that such master antenna, cable, or other communication system is approved in advance and in writing by the Easton Park Reviewer. A Permitted Antenna exists at the sole risk of the Owner and/or Tenant. The Association does not insure the Permitted Antenna and is not liable to the Owner or the Tenant for any loss or damage to the Permitted Antenna from any cause.

A Tenant may erect a Permitted Antenna (after written notification has been provided to the Easton Park Reviewer) if the Tenant has an exclusive use area in which to install the Permitted Antenna. An “exclusive use area” is an area in which only the Tenant may enter and use to the exclusion of all other Tenants, *e.g.*, a balcony exclusively serving such Tenant. Unless otherwise approved by the Easton Park Reviewer, the Permitted Antenna must be entirely within the Tenant’s exclusive use area. For example, if a Permitted Antenna is erected on a balcony, the Permitted Antenna may not protrude or extend outside of the balcony.

UNLESS EXPRESSLY APPROVED IN ADVANCE AND IN WRITING BY THE EASTON PARK REVIEWER, NO OWNER OR TENANT MAY INSTALL OR ERECT A SATELLITE DISH ON THE EXTERIOR WALL OR ROOF OF ANY IMPROVEMENT CONSTRUCTED ON THE DEVELOPMENT TRACT.

**2.07 Signs.** No sign of any kind may be displayed or remain visible from Ordinary Public View within any portion of the Development Tract without the prior written approval of the Easton Park Reviewer, except for:

- (a) signs erected by the Declarant or erected with the advance written consent of the Declarant; and
- (b) permits as may be required by Applicable Law.

**2.08 Exterior Illumination.** All exterior illumination must be approved in advance and in writing by the Easton Park Reviewer, and shall be designed and located to avoid the spreading of light onto adjacent property or into the night sky.

**2.09 Storage and Loading Areas.** Unless approved in advance and in writing by the Easton Park Reviewer, no materials, supplies or equipment, including trucks or other motor vehicles, shall be stored upon any portion of the Development Tract except inside a closed building or behind a visual barrier screening such materials, supplies or vehicles.

**2.10 Screening.** Unless otherwise approved in advance and in writing by the Easton Park Reviewer, exterior components of plumbing, processing and ventilating systems (including but not limited to piping, stacks, collectors and ventilating equipment, blowers, ductwork, louvers, meters, compressors, motors, ovens, etc.), storage areas, air conditioning and heating equipment, incinerators, storage tanks, trucks, roof objects (including fans, vents, cooling towers, antennas, and all roof-mounted equipment which rises above the roof line), trash containers and maintenance facilities, shall either be housed in closed buildings, or otherwise screened from view. Unless otherwise approved in advance and in writing by the Easton Park Reviewer, no lumber, metals, bulk materials or scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Development Tract, except within enclosed structures, or appropriately screened from view. Unless otherwise approved in advance and in writing by the Easton Park Reviewer, liquid propane gas, oil and other exterior tanks shall be kept within enclosed structures, or screened from view. The construction materials, location, and size of all screening and storage areas must be approved in advance and in writing by the Easton Park Reviewer.

### **ARTICLE 3. CONSTRUCTION RESTRICTIONS**

**3.01 Construction of Improvements.** No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Development Tract unless approved in advance and in writing by the Easton Park Reviewer in accordance with the Master Covenant. Pursuant to *Section 6.04(b)* of the Master Covenant, the Easton Park Reviewer may, but shall not be required to, adopt Design Guidelines applicable to the Development Tract. If adopted, all Improvements must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Master Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Easton Park Reviewer as authorized by the Master Covenant.

**3.02 Condominium Regime.** No condominium regime will be impressed upon all or any portion of the Development Tract unless the declaration establishing the condominium regime has been approved in writing by the Declarant during the Development Period, and a Majority of the Board after expiration or termination of the Development Period. In the event that a condominium regime is impressed upon all or any portion of the Development Tract, the Declarant during the Development Period, and a Majority of the Board after expiration or termination of the Development Period, may amend this Development Tract Declaration to the extent necessary to reflect that the provisions otherwise applicable to the Development Tract apply to each Condominium Unit.

**3.03 Utility Lines.** Unless otherwise approved by the Easton Park Reviewer, no sewer, drainage or utility lines or wires or other devices for the communication or transmission of electric

current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Development Tract other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under buildings or other structures.

**3.04 Fences.** No fence may be constructed on the Development Tract without the prior written consent of the Easton Park Reviewer.

**3.05 Concrete Truck Clean-Out Site.** An Owner who commences construction on the Development Tract may designate a portion of the Development Tract, which must be approved in advance by the Easton Park Reviewer, for the cleaning of concrete trucks used by such Owner or its subcontractors during construction (the "Clean-Out Site"). Each such Owner or its subcontractors shall restrict its cleaning of concrete trucks to the Clean-Out Site, and shall immediately remove all debris and trash deposited by any concrete truck from property and streets adjacent to the Clean-Out Site. Each Owner shall be obligated to restore any vegetation located within the Clean-Out Site which is removed or damaged as a result of the use of the Clean-Out Site by such Owner or its subcontractors. In the event such Owner fails to comply with the terms of this *Section 3.05*, the Declarant or the Association may, at its option, remove any trash or debris and restore any vegetation removed or damaged, and the Owner shall be responsible for reimbursing Declarant for any costs it incurs for such actions. If such Owner fails to pay such costs and expenses upon demand by the Declarant, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to any portion of the Development Tract owned by such Owner. Any such amounts assessed and chargeable hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant.

#### **ARTICLE 4. DEVELOPMENT**

**4.01 Addition of Land.** Declarant may, at any time and from time to time, add additional portions of the Property to the Development Tract, upon the filing of a notice as hereinafter described, such portions of the Property will be considered part of the Development Tract for purposes of this Development Tract Declaration, and such portions of the Property will be subject to the terms, covenants, conditions, restrictions and obligations set forth in this Development Tract Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Development Tract Declaration will be the same with respect to such added land as with respect to the land originally covered by this Development Tract Declaration. To add land to the Development Tract, Declarant will be required only to Record a notice of addition of land (which notice may be contained within any Notice of Annexation filed pursuant to *Section 9.05* of the Master Covenant) containing the following provisions:

(a) A reference to this Development Tract Declaration, which will include the recordation information thereof;

(b) A statement that such land will be considered a part of the Development Tract for purposes of this Development Tract Declaration, and that all of the terms, covenants,

conditions, restrictions and obligations of this Development Tract Declaration will apply to the added land; and

(c) A legal description of the added land.

**4.02 Withdrawal of Land.** Declarant may, at any time and from time to time, reduce or withdraw land from the Development Tract and remove and exclude from the burden of this Development Tract Declaration any portion of the Development Tract by the Recording of an instrument which strictly complies with the provisions set forth in this *Section 4.02*. Upon any such withdrawal, the covenants, conditions, restrictions and obligations set forth in this Development Tract Declaration will no longer apply to the portion of the Development Tract withdrawn. To withdraw lands from the Development Tract hereunder, until expiration or termination of the Development Period, Declarant will be required to Record a notice of withdrawal which:

(a) has been executed and acknowledged by:

(i) Declarant alone, so long as Declarant owns the entire Development Tract or the withdrawal is so minor in nature as to have no Material Adverse Effect upon any of all or any portion of the Development Tract or Owner thereof; or otherwise

(ii) Declarant and the President and Secretary of the Association certifying that such reduction or withdrawal of the Development Tract has been approved by Declarant and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes allocated to Owners of the Development Tract; and

(b) contains a reference to this Development Tract Declaration, which will include the recordation information thereof; and

(c) contains a statement that the provisions of this Development Tract Declaration will no longer apply to the withdrawn land; and

(d) sets forth a legal description of the withdrawn land.

## **ARTICLE 5. GENERAL PROVISIONS**

**5.01 Term.** The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Tract Declaration will run with and bind the Development Tract, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Development Tract Declaration is Recorded, and continuing through and including January 1, 2066, after which time this Development Tract Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. Notwithstanding any provision in this *Section 5.01* to the contrary, if any provision of this Development Tract Declaration would be unlawful,

void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living, as of the date of the Recording of this document, descendants of Elizabeth II, Queen of England.

**5.02 Amendment.** This Development Tract Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by (i) the Declarant, acting alone; or (ii) by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws.

**5.03 Notices.** Any notice permitted or required to be given by this Development Tract Declaration must be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

**5.04 Interpretation.** The provisions of this Development Tract Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Tract, provided, however, that the provisions of this Development Tract Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Tract. This Development Tract Declaration will be construed and governed under the laws of the State of Texas.

**5.05 Gender.** Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

**5.06 Assignment of Declarant's Rights.** Notwithstanding any provision in this Development Tract Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Development Tract Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

**5.07 Enforcement and Nonwaiver.** Except as otherwise provided herein, any Owner, at such Owner's own expense, Declarant and the Association will have the right to enforce all of the provisions of this Development Tract Declaration. The Association and/or the Declarant may initiate, defend or intervene in any action brought to enforce any provision of this Development Tract Declaration. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to

the ownership, occupancy, or use of any portion of the Development Tract is hereby declared to be a violation of this Development Tract Declaration and subject to all of the enforcement procedures set forth herein. The failure to enforce any provision of the Documents at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Documents.

**5.08 Construction.** The provisions of this Development Tract Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular. All captions and titles used in this Development Tract Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

**[SIGNATURE PAGE FOLLOWS]**



**ATTACHMENT 1**  
**DEVELOPMENT TRACT PROPERTY DESCRIPTION**

Lot 1, Easton Park Section 1B Final Plat, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201600268 of the Official Public Records of Travis County, Texas.



**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

December 14 2016 10:08 AM

FEE: \$ 82.00 2016206472

ELECTRONICALLY RECORDED

2019015134

TRV

13

PGS

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.  
DLA PIPER LLP (US)  
401 Congress Ave., Ste 2500  
Austin, Texas 78701  
carey.venditti@dlapiper.com



EASTON PARK  
DEVELOPMENT TRACT DECLARATION  
[SCHOOL TRACT #1]

Declarant: CARMA EASTON LLC, a Texas limited liability company

Cross reference to Easton Park Master Covenant [Commercial], recorded as Document No. 2016206134 in the Official Public Records of Travis County, Texas, as amended; and that certain Notice of Limited Annexation and Amendment to Master Covenant [School Tract #1], recorded as Document No. 2019015010 in the Official Public Records of Travis County, Texas.

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**DEVELOPMENT TRACT DECLARATION**  
**[SCHOOL TRACT #1]**

This Easton Park Development Tract Declaration [School Tract #1] (the “**Development Tract Declaration**”) is made by **CARMA EASTON LLC**, a Texas limited liability company (the “**Declarant**”), and is as follows:

**RECITALS**

**A.** This Development Tract Declaration is Recorded with respect to approximately 11.1411 acres of real property located in Travis County, Texas, as more particularly described on Exhibit “A” attached hereto (the “**Development Tract**”).

**B.** Pursuant to that one certain Notice of Limited Annexation and Amendment to Master Covenant [School Tract #1], recorded as Document No. 2019015070 in the Official Public Records of Travis County, Texas (the “**Notice and Amendment**”), the Development Tract is subject to certain limited terms and provisions of that certain Easton Park Master Covenant [Commercial], recorded as Document No. 2016206134 in the Official Public Records of Travis County, Texas, as amended (the “**Master Covenant**”).

**C.** Declarant intends for this Development Tract Declaration to serve as one of the “Development Tract Declarations” permitted under the Master Covenant and desires that the Development Tract described and identified in Recital A hereinabove will constitute one of the Development Tracts which is permitted, contemplated and defined under the Master Covenant, as subject to such limitations as set forth in the Notice and Amendment.

**NOW, THEREFORE**, it is hereby declared: (i) that all of the Development Tract will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the Development Tract and will be binding upon all parties having right, title, or interest in or to the Development Tract or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Development Tract, or any portion thereof, will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Development Tract Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Master Covenant.

**ARTICLE 1**  
**DEFINITIONS**

Unless the context specifies or requires otherwise, capitalized terms used but not defined in this Development Tract Declaration shall have the meaning subscribed to such terms in the Master Covenant.

EASTON PARK  
DEVELOPMENT TRACT DECLARATION  
[SCHOOL TRACT #1]

**ARTICLE 2  
USE RESTRICTIONS**

Except as otherwise set forth in *Article 3* regarding Construction Restrictions, all of the Development Tract will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

**2.01 Use Restrictions.** The Development Tract shall be used solely for any use permitted within the City of Austin in Travis County, Texas (the “**City**”); provided, however, that (a) for a period of fifty (50) years from the date of Recordation hereof, the Development Tract shall be used only for building and operating a school with related ancillary uses and appropriate appurtenances including but not limited to playgrounds and athletic fields and all related activities thereto by IDEA Public Schools, a Texas nonprofit corporation, and its successors and assigns (the “**School**”), and for no other purpose and (b) in no event shall the Development Tract be used for any commercial or industrial use for a period of fifty (50) years from the date of Recordation hereof.

**2.02 Maintenance.** The School shall have the duty and responsibility, at its sole cost and expense, to keep the Development Tract and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times following the commencement of the initial construction of any Improvements subsequent to the Recordation hereof. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Easton Park Reviewer, in its reasonable discretion:

- (a) Prompt removal of all litter, trash, refuse, and wastes;
- (b) Lawn mowing;
- (c) Tree and shrub pruning;
- (d) Watering;
- (e) Keeping exterior lighting and mechanical facilities in working order;
- (f) Keeping lawn and landscaping areas alive, free of weeds, and attractive;
- (g) Keeping sidewalks and driveways in good repair;
- (h) Complying with all government, health, safety and police requirements;
- (i) Repainting of Improvements; and
- (j) Repair of exterior damage, and wear and tear to Improvements.

**2.03 Trash Containers.** All trash must be placed entirely within trash receptacles located with the Development Tract, which receptacles must be approved as to location and design by the Easton Park Reviewer. Trash may not be placed outside, next to, or on top of the receptacle. Boxes and

large objects should be crushed or broken down before being placed in a receptacle. Unless otherwise approved by the Easton Park Reviewer, receptacles are to be closed at all times when not in use. The School must arrange privately for the timely removal of discarded furnishings, equipment or any unusually large volume of debris or refuse.

**2.04 Unsightliness; Inoperable Vehicles.** No unsightly article, building, condition, inoperable vehicle, or any other item or condition creating a nuisance or otherwise in violation of Applicable Law shall be permitted to exist or remain on or within the Development Tract so as to be visible in the sight line of normal visual range of a person on a public or private street, thoroughfare or sidewalk.

**2.05 Outside Burning.** There will be no exterior fires, except that barbecues, outside fireplaces, braziers and incinerator fires contained within facilities or receptacles and in areas designated and approved by the Easton Park Reviewer shall be permitted. The School shall not permit any condition to exist upon the Development Tract which creates a fire hazard or violates Applicable Law.

**2.06 Signs.** No sign of any kind may be visible in the sight line of normal visual range of a person on a public or private street, thoroughfare or sidewalk within any portion of the Development Tract except for:

- (i) Signs erected by the Declarant or erected with the advance written consent of the Easton Park Reviewer pursuant to *Article 3* below;
- (ii) Signs erected by the School or those signs relating to events or activities hosted, held, or sponsored by the School; and
- (iii) permits by Applicable Law.

**2.07 Exterior Illumination.** All exterior illumination must be approved in advance and in writing by the Easton Park Reviewer, and shall be designed and located to avoid the spreading of light onto adjacent property.

**2.08 Storage and Loading Areas.** Unless approved in advance and in writing by the Easton Park Reviewer, which consent shall not be unreasonably withheld, conditioned or delayed, no materials, supplies or equipment, shall be stored upon any portion of the Development Tract except inside a closed building or behind a visual barrier screening such materials, supplies or vehicles.

**2.09 Screening.** Unless otherwise approved in advance and in writing by the Easton Park Reviewer, exterior components of plumbing, processing and ventilating systems (including but not limited to piping, stacks, collectors and ventilating equipment, blowers, ductwork, louvers, meters, compressors, motors, ovens, etc.), storage areas, air conditioning and heating equipment, incinerators, storage tanks, trucks, roof objects (including fans, vents, cooling towers, antennas, and all roof-mounted equipment which rises above the roof line), trash containers and maintenance facilities, shall either be housed in closed buildings, or otherwise screened from view. Unless otherwise approved in advance and in writing by the Easton Park Reviewer, no lumber, metals, bulk materials or scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Development Tract, except within enclosed structures, or appropriately screened from view. Unless otherwise approved in advance and in

writing by the Easton Park Reviewer, liquid propane gas, oil and other exterior tanks shall be kept within enclosed structures, or screened from view. The construction materials, location, and size of all screening and storage areas must be approved in advance and in writing by the Easton Park Reviewer.

### ARTICLE 3 CONSTRUCTION RESTRICTIONS

**3.01 Construction of Improvements.** The exterior of all Improvements visible in the sight line of normal visual range of a person on a public or private street, thoroughfare or sidewalk or within the Development Tract, including but not limited to the design, color, and materials used on such Improvements, must be approved in advance and in writing by the Easton Park Reviewer. The approval of the Easton Park Reviewer shall not be unreasonably withheld, conditioned, or delayed so long as such proposed Improvements are compatible with other Improvements located within the Development. Any substantial deviations from the Site Plan, as determined by the Easton Park Reviewer in its reasonable discretion, shall be submitted for review and approval consistent with the terms and provisions of *Article 6* of the Master Covenant.

### ARTICLE 4 GENERAL PROVISIONS

**4.01 Term.** The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Tract Declaration will run with and bind the Development Tract, and will inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and the School, for a term beginning on the date this Development Tract Declaration is Recorded, and continuing through and including January 1, 2068, after which time this Development Tract Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word “change” meaning a termination, or change of term or renewal term) is approved by Declarant, or its successors and assigns. Notwithstanding any provision in this *Section 4.01* to the contrary, if any provision of this Development Tract Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living, as of the date of the Recording of this instrument descendants of Elizabeth II, Queen of England.

**4.02 Amendment.** This Development Tract Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by the School, with the Declarant’s written consent, its successors and assigns included, provided such written consent shall not unreasonably withheld, conditioned or delayed.

**4.03 Notices.** Any notice permitted or required to be given by this Development Tract Declaration must be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Declarant, its successors and assigns, as applicable, for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Declarant, its successors and assigns, as applicable.

**4.04 Interpretation.** The provisions of this Development Tract Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Tract, provided, however, that the provisions of this Development Tract Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Tract. This Development Tract Declaration will be construed and governed under the laws of the State of Texas.

**4.05 Gender.** Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

**4.06 Assignment of Declarant's Rights.** Notwithstanding any provision in this Development Tract Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Development Tract Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

**4.07 Enforcement and Nonwaiver.** Except as otherwise provided herein, Declarant, its successors and assigns, will have the right to enforce, by a proceeding at law or in equity, any restrictions, conditions, covenants, reservations, and other terms set forth in this Development Tract Declaration, provided that an advanced written notice and reasonable opportunity to cure is first provided to the School. Failure to enforce any right, provision, covenant, or condition set forth in this Development Tract Declaration will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. Every act or omission whereby any provision of this Development Tract Declaration is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by Declarant, its successors and assigns, and any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Development Tract is hereby declared to be a violation of this Development Tract Declaration and subject to all of the enforcement procedures set forth herein.

**4.08 Construction and Interpretation.** The provisions of this Development Tract Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular. All captions and titles used in this Development Tract Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

*[SIGNATURE PAGES FOLLOW]*

EXECUTED to be effective as of the date this instrument is Recorded.

**DECLARANT:**

**CARMA EASTON LLC,**  
a Texas limited liability company

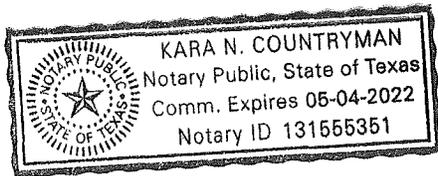
By: [Signature]  
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS           §  
  §  
COUNTY OF Travis           §

This instrument was acknowledged before me on this 8 day of January, 2019,  
by Chad Matheson, Chief Financial Officer of CARMA EASTON LLC, a Texas limited liability company, on  
behalf of said limited liability company.

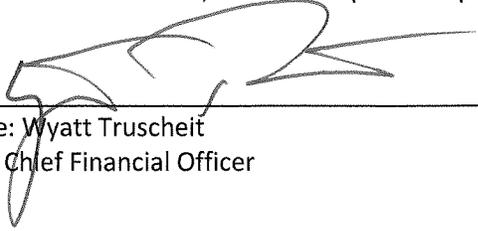
[Signature]  
Notary Public, State of Texas

(seal)



**ACKNOWLEDGED, AGREED TO, RATIFIED AND  
CONFIRMED:**

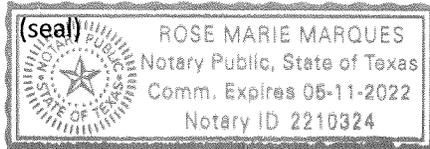
**IDEA PUBLIC SCHOOLS**, a Texas nonprofit corporation

By:   
Name: Wyatt Truscheit  
Title: Chief Financial Officer

THE STATE OF TEXAS           §  
  §  
COUNTY OF Hidalgo       §

This instrument was acknowledged before me on this 3rd day of January, 2019, by Wyatt Truscheit, Chief Financial Officer of IDEA Public Schools, a Texas nonprofit corporation, on behalf of said non-profit corporation.

  
Notary Public, State of TEXAS



**EXHIBIT "A"**

EXHIBIT “ ”

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 11.1411 ACRES (485,304 SQUARE FEET) OF LAND MORE OR LESS, BEING OUT OF AND A PART OF THE SANTIAGO DEL VALLE GRANT, ABSTRACT NO. 24 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF LOT 1A, EASTON PARK SECTION 1B AMENDED PLAT, RECORDED IN DOCUMENT NO. 201700270 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), CONVEYED TO FIRST HARTFORD REALTY CORPORATION IN DOCUMENT NO. 2016209943 (O.P.R.T.C.T.), AND BEING A PORTION OF LOT 2A OF SAID EASTON PARK SECTION 1B AMENDED PLAT, CONVEYED TO CARMA EASTON, LLC, IN DOCUMENT NO. 2007003159 & 2012221476 OF THE (O.P.R.T.C.T.), SAID 11.1411 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876  
Austin, TX 78709  
(512) 537-2384  
jward@4wards.com  
www.4wards.com

**BEGINNING**, at an iron rod with “Bury” cap found in the east right-of-way line of McKinney Falls Parkway (right-of-way varies), being the northwest corner of Lot 3A of said Easton Park Section 1B, conveyed to Meritage Homes of Texas, LLC in Document No. 2017200115 (O.P.R.T.C.T.), and being the southwest corner of said Lot 1A, and being the southwest corner and **POINT OF BEGINNING** hereof;

**THENCE**, with the east right-of-way line of said McKinney Falls Parkway and the west line of said Lot 1A, **N27°31'10"E**, a distance of **379.77** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for the northwest corner hereof;

**THENCE**, leaving the east right-of-way line of said McKinney Falls Parkway, over and across said Lot 1A and said Lot 2A the following ten (10) courses and distances:

- 1) **S62°33'33"E**, a distance of **202.28** feet to a cotton gin spindle with “4Ward-Boundary” washer set for an angle point hereof;
- 2) **S62°36'54"E**, a distance of **82.13** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of curvature hereof;
- 3) Along the arc of a curve to the left, whose radius is **100.00** feet, whose arc length is **43.63** feet and whose chord bears **S75°06'54"E**, a distance of **43.29** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of tangency hereof;
- 4) **S87°36'54"E**, a distance of **40.60** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of curvature hereof;
- 5) Along the arc of a curve to the right, whose radius is **112.50** feet, whose arc length is **49.09** feet and whose chord bears **S75°06'54"E**, a distance of **48.70** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of tangency hereof;
- 6) **S62°36'54"E**, a distance of **297.47** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of curvature hereof;
- 7) Along the arc of a curve to the right, whose radius is **112.50** feet, whose arc length is **49.09** feet and whose chord bears **S50°06'54"E**, a distance of **48.70** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of tangency hereof;
- 8) **S37°36'54"E**, a distance of **44.01** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of curvature hereof;

- 9) Along the arc of a curve to the left, whose radius is **100.00** feet, whose arc length is **43.63** feet and whose chord bears **S50°06'54"E**, a distance of **43.29** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a point of tangency hereof;
- 10) **S62°36'54"E**, a distance of **149.80** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the northeast corner hereof, being in the west line of Lot 4A of said Easton Park Section 1B, and being in the east line of said Lot 2A;

**THENCE**, with the common line of said Lot 4A and said Lot 2A the following six (6) courses and distances:

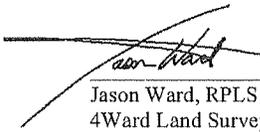
- 1) **S27°30'10"W**, a distance of **43.75** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof;
- 2) **S62°29'50"E**, a distance of **43.83** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a point of curvature hereof;
- 3) Along the arc of a curve to the right, whose radius is **52.50** feet, whose arc length is **46.58** feet and whose chord bears **S37°04'50"E**, a distance of **45.07** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a non-tangent point of compound curvature hereof;
- 4) Along the arc of a curve to the left, whose radius is **99.50** feet, whose arc length is **93.03** feet and whose chord bears **S38°27'07"E**, a distance of **89.68** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a non-tangent point of compound curvature hereof;
- 5) Along the arc of a curve to the right, whose radius is **56.03** feet, whose arc length is **43.73** feet and whose chord bears **S42°07'20"E**, a distance of **42.63** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof;
- 6) **S17°55'56"E**, a distance of **275.50** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof, being the northeast corner of said Lot 3A and the southeast corner of said Lot 2A;

**THENCE**, leaving the west line of said Lot 4A, with the north line of said Lot 3A, in part the south line of Lot 4A and in part the south line of said Lot 1A, the following two (2) courses and distances:

- 1) **S72°03'44"W**, a distance of **101.65** feet to an iron rod with "Bury" cap found for the southeast corner hereof;
- 2) **N62°29'40"W**, passing at a distance of 630.15 feet an iron rod with "Bury" cap found for the southwest corner of said Lot 2A, being the southeast corner of said Lot 1A, in all a distance of **1,319.43** feet to the **POINT OF BEGINNING** and containing 11.1411 Acres (485,304 Square Feet) of land, more or less.

**NOTE:**

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000040873415. See attached sketch (reference drawing: 00728-11.1411 ac tract.dwg).

  
 12/3/2018  
 Jason Ward, RPLS #5811  
 4Ward Land Surveying, LLC



Chicago Title  
GF# 1801587A

Chicago Title  
1501 S. Mopac, Suite 130  
Austin, TX 78746



**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Dana Debeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

February 01 2019 04:56 PM

FEE: \$ 74.00 2019015134



**AFTER RECORDING RETURN TO:**

Carey Gunn Venditti, Esq.  
Emily Jung, Esq.  
GREENBERG TRAUIG, LLP  
300 W. 6<sup>th</sup> Street, Suite 2050  
Austin, Texas 78701  
Email: vendittic@gtlaw.com



**NOTICE OF ANNEXATION**  
***[COMMERCIAL]***

**RETAIL DEVELOPMENT TRACT 1**

*A Commercial Master Planned Community in  
Travis County, Texas*

**Votes:** 6

**Assessment Units:** 6

**Declarant:** CARMA EASTON, LLC, a Texas limited liability company

Cross reference to Easton Park Master Covenant [Commercial], recorded as Document No. 2016206134 in the Official Public Records of Travis County, Texas, as amended.



**NOTICE OF ANNEXATION**  
**[COMMERCIAL]**

**RETAIL DEVELOPMENT TRACT 1**

This Easton Park Notice of Annexation [Commercial] – Retail Development Tract 1 this “**Notice of Annexation**”) is made and executed by **CARMA EASTON, LLC**, a Texas limited liability company (“**Declarant**”) and is as follows:

**1. Applicability of Master Covenant.** This Notice of Annexation is Recorded with respect to Lot 1, Easton Park Section 1B Final Plat, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201600268 of the Official Public Records of Travis County, Texas (the “**Development Tract**”). Declarant is the owner of the Development Tract. Pursuant to that certain Easton Park Master Covenant [Commercial], recorded as Document No. 2016206134 in the Official Public Records of Travis County (the “**Master Covenant**”), Declarant served notice that portions of the property described on Exhibit “A” to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

**2. Applicability of Community Enhancement Covenant.** Pursuant to the Master Covenant and that certain Easton Park Community Enhancement Covenant [Commercial], recorded under Document No. 2016 206 313 in the Official Public Records of Travis County, Texas, as amended (the “**Community Enhancement Covenant**”), Declarant served notice that portions of the property described on Exhibit “A” to the Community Enhancement Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant. Pursuant to this Notice of Annexation, the Development Tract is subject to the terms and provisions of the Community Enhancement Covenant.

**3. Property Incorporated Into Development.** The Development Tract is part of the Property. The provisions of the Master Covenant shall apply to the Development Tract. The Development Tract is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

**4. Designation as Lot.** Declarant hereby designates the Development Tract as a “**Lot**” for the purpose of the Master Covenant.

5. **Allocation of Votes and Assessment Units.** Pursuant to *Section 3.04* and *Section 5.09* of the Master Covenant, the Declarant hereby assigns votes and Assessment Units to the Development Tract as set forth on Attachment 1, attached hereto and incorporated herein by reference. The number of votes and Assessment Units, in accordance with *Section 3.04(a)* and *Section 5.09(b)* of the Master Covenant, may be modified if the Improvements actually constructed on the Development Tract differ from the Improvements contemplated to be constructed thereon at the time this Notice was originally Recorded.

For the purposes of *Section 3.04(a)* of the Master Covenant, on the date this Notice is Recorded, 14,600 square feet (excluding structured parking) of Improvements (the "**Projected Square Footage**") is anticipated to be constructed on the Development Tract. The votes and Assessment Units allocated to the Development Tract are equal to one-half (1/2) vote and Assessment Unit per 1,200 square feet of Projected Square Footage. In the event that all or any portion of the Development Tract is submitted to the condominium form of ownership, each Condominium Unit will be allocated a proportionate share of the total votes and Assessment Units allocated to the Development Tract, which allocation will be based on the relative size of a Condominium Unit compared to all other Condominium Units within the Development Tract. For example, if 18 votes or Assessment Units were allocated to the Development Tract, two Condominium Units are created, Condominium Unit 1 includes within the boundaries of such unit 12,000 square feet, and Condominium Unit 2 includes within the boundaries of such unit 8,000 square feet, then in such event, Condominium Unit 1 would be allocated 11 votes or Assessment Units ( $18 \times [12000/20000]$ ) and Condominium Unit 2 would be allocated 7 votes or Assessment Units.

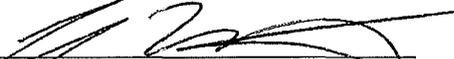
6. **Miscellaneous.** This Notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this Notice shall have the meanings set forth in the Master Covenant.

EXECUTED to be effective as of the 13 day of December, 2016.

[SIGNATURE PAGE FOLLOWS]

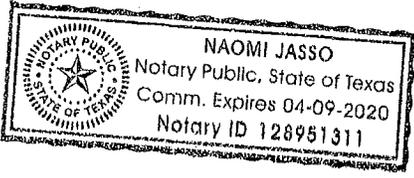
**DECLARANT:**

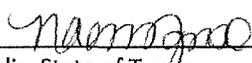
**CARMA EASTON, LLC,**  
a Texas limited liability company

By:   
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS                   §  
   §  
COUNTY OF Travis                   §

This instrument was acknowledged before me on this 13 day of December, 2016, by Chad Matheson, Chief Financial Officer of Carma Easton, LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal) 

  
Notary Public, State of Texas

**ATTACHMENT 1**  
**ALLOCATION OF VOTES AND ASSESSMENT UNITS**

<b>Votes</b>	<b>Assessment Units</b>	<b>Projected Square Footage</b>
6	6	14,600



**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

December 14 2016 09:11 AM

FEE: \$ 46.00 2016206391

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.  
DLA PIPER LLP (US)  
401 Congress Ave., Ste 2500  
Austin, Texas 78701  
carey.venditti@dlapiper.com



EASTON PARK

**NOTICE OF ANNEXATION**  
***[COMMERCIAL]***

**RETAIL DEVELOPMENT TRACT 2**

*A Commercial Master Planned Community in  
Travis County, Texas*

**Declarant:** CARMA EASTON LLC, a Texas limited liability company

Cross reference to Easton Park Master Covenant [Commercial], recorded as Document No. 2016206134 in the Official Public Records of Travis County, Texas, as amended.



**NOTICE OF ANNEXATION**  
**[COMMERCIAL]**

**RETAIL DEVELOPMENT TRACT 2**

This Easton Park Notice of Annexation [Commercial] – Retail Development Tract 2 this “**Notice of Annexation**”) is made and executed by **CARMA EASTON LLC**, a Texas limited liability company (“**Declarant**”) and is as follows:

1. **Applicability of Master Covenant.** This Notice of Annexation is Recorded with respect to Lot 2A, Easton Park Section 1B Amended Plat, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201700270 of the Official Public Records of Travis County, Texas (the “**Development Tract**”). Declarant is the owner of the Development Tract. Pursuant to that certain Easton Park Master Covenant [Commercial], recorded as Document No. 2016206134 in the Official Public Records of Travis County (the “**Master Covenant**”), Declarant served notice that portions of the property described on Exhibit “A” to the Master Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

2. **Applicability of Community Enhancement Covenant.** Pursuant to the Master Covenant and that certain Easton Park Community Enhancement Covenant [Commercial], recorded under Document No. 2016206313 in the Official Public Records of Travis County, Texas, as amended (the “**Community Enhancement Covenant**”), Declarant served notice that portions of the property described on Exhibit “A” to the Community Enhancement Covenant, upon the Recording of appropriate Notices of Annexation from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Community Enhancement Covenant. Pursuant to this Notice of Annexation, the Development Tract is subject to the terms and provisions of the Community Enhancement Covenant.

3. **Property Incorporated Into Development.** The Development Tract is part of the Property. The provisions of the Master Covenant shall apply to the Development Tract. The Development Tract is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

4. **Designation as Lot.** Declarant hereby designates the Development Tract as a “**Lot**” for the purpose of the Master Covenant.

5. **Allocation of Votes and Assessment Units.** Pursuant to *Section 3.04* and *Section 5.09* of the Master Covenant, the Declarant hereby assigns votes and Assessment Units to the Development Tract as set forth in this Notice of Annexation. The number of votes and Assessment Units, in accordance with *Section 3.04(a)* and *Section 5.09(b)* of the Master Covenant, may be modified if the Improvements actually constructed on the Development Tract differ from the Improvements contemplated to be constructed thereon at the time this Notice was originally Recorded.

In addition, for the purposes of *Section 3.04(a)* of the Master Covenant, the votes and Assessment Units allocated to the Development Tract will be equal to one (1) vote and Assessment Unit per 1,200 square feet of Projected Square Footage (which shall mean the total amount of square feet of Improvements, excluding structured parking).

6. **Miscellaneous.** This Notice constitutes a Notice of Annexation under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this Notice shall have the meanings set forth in the Master Covenant.

**[SIGNATURE PAGE FOLLOWS]**

EXECUTED to be effective as of the 1 day of February, 2019.

**DECLARANT:**

**CARMA EASTON LLC,**  
a Texas limited liability company

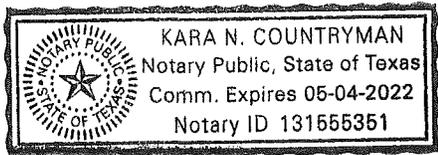
By: [Signature]  
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS                   §  
  §  
COUNTY OF Travis                   §

This instrument was acknowledged before me on this 8 day of January, 2019  
by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf  
of said limited liability company.

[Signature]  
Notary Public, State of Texas

(seal)



Chicago Title  
GF# 1201587A

Chicago Title  
1501 S. Mopac, Suite 130  
Austin, TX 78746



**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Dana Debeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

February 01 2019 03:05 PM

FEE: \$ 42.00 2019014975

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.  
DLA PIPER LLP (US)  
401 Congress Ave., Ste 2500  
Austin, Texas 78701  
carey.venditti@dlapiper.com



EASTON PARK  


**NOTICE OF DE-ANNEXATION**  
**[COMMERCIAL]**

*A Commercial Master Planned Community in  
Travis County, Texas*

Declarant: CARMA EASTON LLC, a Texas limited liability company

Cross reference to Easton Park Master Covenant [Commercial], recorded as Document No. 2016206134 in the Official Public Records of Travis County, Texas, as amended.



**NOTICE OF DE-ANNEXATION**  
**[COMMERCIAL]**

This Notice of De-Annexation (this “**Notice of De-Annexation**”) is made and executed by **CARMA EASTON LLC**, a Texas limited liability company (“**Declarant**”) and **IDEA PUBLIC SCHOOLS**, a Texas nonprofit corporation (“**Owner**”) and is as follows:

1. **Declarant.** Declarant previously recorded that certain that certain Notice of Annexation [Commercial] – Retail Development Tract 1, recorded as Document No. 2016206391 in the Official Public Records of Travis County, Texas and that certain Notice of Annexation [Commercial] – Retail Development Tract 2, recorded as Document No. 2019014975 in the Official Public Records of Travis County, Texas (collectively, the “**Notice of Annexation**”) and that certain Development Tract Declaration [Commercial] – Retail Development Tract 1, recorded as Document No. 2016206472 in the Official Public Records of Travis County, Texas (the “**Development Tract Declaration**”).

2. **De-Annexation of Master Covenant and Community Enhancement Covenant.** This Notice of De-Annexation is Recorded with respect to 11.1411 acres of land located in Travis County, Texas, as more particularly described on Exhibit “A”, attached hereto and incorporated herein (“**De-Annexed Tract**”). The De-Annexed Tract, as agreed and acknowledged by the Owner of such tract, is hereby withdrawn from encumbrance by the Master Covenant and the Community Enhancement Covenant. Upon Recordation of this Notice of De-Annexation, the De-Annexed Tract is no longer subject to the Master Covenant and the Community Enhancement Covenant until such time as the De-Annexed Tract is subject to annexation through a subsequent notice of annexation Recorded by Declarant and acknowledged by the Owner of the De-Annexed Tract.

3. **De-Annexation of Development Tract Declaration.** The De-Annexed Tract, as agreed and acknowledged by the Owner of such tract, is hereby withdrawn from encumbrance by the Development Tract Declaration. Upon Recordation of this Notice of De-Annexation, the De-Annexed Tract is no longer subject to the Development Tract Declaration until such time as the De-Annexed Tract is subject to annexation through a subsequent notice of annexation Recorded by Declarant and acknowledged by the Owner of the De-Annexed Tract.

4. **Miscellaneous.** Any capitalized terms used and not otherwise defined in this Notice of De-Annexation shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the 1 day of February, 2019

**DECLARANT:**

**CARMA EASTON LLC**, a Texas limited liability company

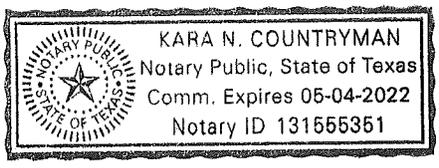
By: [Signature]  
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS                    §  
   §  
COUNTY OF Travis                    §

This instrument was acknowledged before me on this 8 day of January, 2019, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

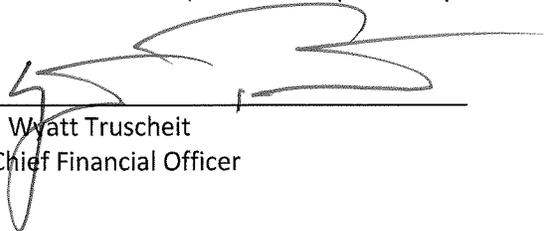
[Signature]  
Notary Public, State of Texas

(seal)



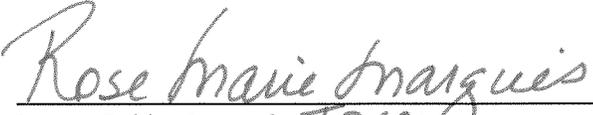
**ACKNOWLEDGED, AGREED TO, RATIFIED AND CONFIRMED:**

IDEA PUBLIC SCHOOLS, a Texas nonprofit corporation

By:   
Name: Wyatt Truscheit  
Title: Chief Financial Officer

THE STATE OF TEXAS           §  
  §  
COUNTY OF Hidalgo       §

This instrument was acknowledged before me on this 3RD day of JANUARY, 2019, by Wyatt Truscheit, Chief Financial Officer of IDEA Public Schools, a Texas nonprofit corporation, on behalf of said non-profit corporation.

  
Notary Public, State of TEXAS

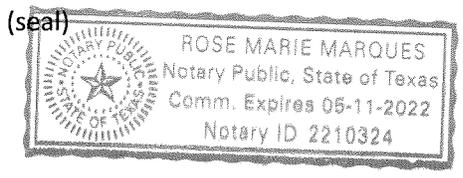


EXHIBIT "A"

EXHIBIT “ ”

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 11.1411 ACRES (485,304 SQUARE FEET) OF LAND MORE OR LESS, BEING OUT OF AND A PART OF THE SANTIAGO DEL VALLE GRANT, ABSTRACT NO. 24 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF LOT 1A, EASTON PARK SECTION 1B AMENDED PLAT, RECORDED IN DOCUMENT NO. 201700270 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), CONVEYED TO FIRST HARTFORD REALTY CORPORATION IN DOCUMENT NO. 2016209943 (O.P.R.T.C.T.), AND BEING A PORTION OF LOT 2A OF SAID EASTON PARK SECTION 1B AMENDED PLAT, CONVEYED TO CARMA EASTON, LLC, IN DOCUMENT NO. 2007003159 & 2012221476 OF THE (O.P.R.T.C.T.), SAID 11.1411 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876  
Austin, TX 78709  
(512) 537-2384  
jward@4wards.com  
[www.4wards.com](http://www.4wards.com)

**BEGINNING**, at an iron rod with “Bury” cap found in the east right-of-way line of McKinney Falls Parkway (right-of-way varies), being the northwest corner of Lot 3A of said Easton Park Section 1B, conveyed to Meritage Homes of Texas, LLC in Document No. 2017200115 (O.P.R.T.C.T.), and being the southwest corner of said Lot 1A, and being the southwest corner and **POINT OF BEGINNING** hereof;

**THENCE**, with the east right-of-way line of said McKinney Falls Parkway and the west line of said Lot 1A, **N27°31'10"E**, a distance of **379.77** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for the northwest corner hereof;

**THENCE**, leaving the east right-of-way line of said McKinney Falls Parkway, over and across said Lot 1A and said Lot 2A the following ten (10) courses and distances:

- 1) **S62°33'33"E**, a distance of **202.28** feet to a cotton gin spindle with “4Ward-Boundary” washer set for an angle point hereof;
- 2) **S62°36'54"E**, a distance of **82.13** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of curvature hereof;
- 3) Along the arc of a curve to the left, whose radius is **100.00** feet, whose arc length is **43.63** feet and whose chord bears **S75°06'54"E**, a distance of **43.29** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of tangency hereof;
- 4) **S87°36'54"E**, a distance of **40.60** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of curvature hereof;
- 5) Along the arc of a curve to the right, whose radius is **112.50** feet, whose arc length is **49.09** feet and whose chord bears **S75°06'54"E**, a distance of **48.70** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of tangency hereof;
- 6) **S62°36'54"E**, a distance of **297.47** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of curvature hereof;
- 7) Along the arc of a curve to the right, whose radius is **112.50** feet, whose arc length is **49.09** feet and whose chord bears **S50°06'54"E**, a distance of **48.70** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of tangency hereof;
- 8) **S37°36'54"E**, a distance of **44.01** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of curvature hereof;

- 9) Along the arc of a curve to the left, whose radius is **100.00** feet, whose arc length is **43.63** feet and whose chord bears **S50°06'54"E**, a distance of **43.29** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a point of tangency hereof;
- 10) **S62°36'54"E**, a distance of **149.80** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the northeast corner hereof, being in the west line of Lot 4A of said Easton Park Section 1B, and being in the east line of said Lot 2A;

**THENCE**, with the common line of said Lot 4A and said Lot 2A the following six (6) courses and distances:

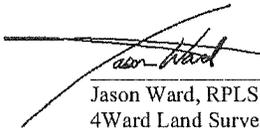
- 1) **S27°30'10"W**, a distance of **43.75** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof;
- 2) **S62°29'50"E**, a distance of **43.83** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a point of curvature hereof;
- 3) Along the arc of a curve to the right, whose radius is **52.50** feet, whose arc length is **46.58** feet and whose chord bears **S37°04'50"E**, a distance of **45.07** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a non-tangent point of compound curvature hereof;
- 4) Along the arc of a curve to the left, whose radius is **99.50** feet, whose arc length is **93.03** feet and whose chord bears **S38°27'07"E**, a distance of **89.68** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a non-tangent point of compound curvature hereof;
- 5) Along the arc of a curve to the right, whose radius is **56.03** feet, whose arc length is **43.73** feet and whose chord bears **S42°07'20"E**, a distance of **42.63** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof;
- 6) **S17°55'56"E**, a distance of **275.50** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof, being the northeast corner of said Lot 3A and the southeast corner of said Lot 2A;

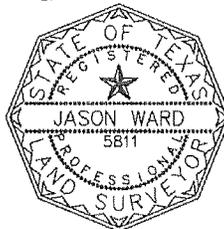
**THENCE**, leaving the west line of said Lot 4A, with the north line of said Lot 3A, in part the south line of Lot 4A and in part the south line of said Lot 1A, the following two (2) courses and distances:

- 1) **S72°03'44"W**, a distance of **101.65** feet to an iron rod with "Bury" cap found for the southeast corner hereof;
- 2) **N62°29'40"W**, passing at a distance of 630.15 feet an iron rod with "Bury" cap found for the southwest corner of said Lot 2A, being the southeast corner of said Lot 1A, in all a distance of **1,319.43** feet to the **POINT OF BEGINNING** and containing 11.1411 Acres (485,304 Square Feet) of land, more or less.

**NOTE:**

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000040873415. See attached sketch (reference drawing: 00728-11.1411 ac tract.dwg).

  
 12/3/2018  
 Jason Ward, RPLS #5811  
 4Ward Land Surveying, LLC



Chicago Title  
GF# 1801587A

Chicago Title  
1501 S. Mopac, Suite 130  
Austin, TX 78746



**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Dana Debeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

February 01 2019 04:02 PM

FEE: \$ 54.00 2019015069

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.  
DLA PIPER LLP (US)  
401 Congress Ave., Ste 2500  
Austin, Texas 78701  
carey.venditti@dlapiper.com



EASTON PARK

**NOTICE OF LIMITED ANNEXATION AND**  
**AMENDMENT TO MASTER COVENANT**  
***[SCHOOL TRACT #1]***

Declarant: CARMA EASTON LLC, a Texas limited liability company

Cross reference to Easton Park Master Covenant [Commercial], recorded as Document No. 2016206134 in the Official Public Records of Travis County, Texas, as amended.



**NOTICE OF LIMITED ANNEXATION AND  
AMENDMENT TO MASTER COVENANT**  
**[SCHOOL TRACT #1]**

This Notice of Limited Annexation and Amendment to Master Covenant [School Tract #1] (this “**Notice**”) is made and executed by **CARMA EASTON LLC**, a Texas limited liability company (“**Declarant**”), and is as follows:

**1. Notice of Limited Annexation and Amendment.** This Notice is Recorded with respect to approximately 11.1411 acres of real property located in Travis County, Texas, as more particularly described on Exhibit “A” attached hereto (the “**Development Tract**”). Pursuant to *Section 9.05* of that certain Easton Park Master Covenant [Commercial], recorded as Document No. 2016206134 in the Official Public Records of Travis County, Texas, as amended (the “**Master Covenant**”), Declarant served notice that portions of the Property described on Exhibit “A” to the Master Covenant, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

**2. Limited Applicability of Terms and Conditions of the Master Covenant.** Declarant desires to subject the Development Tract to limited terms and conditions of the Master Covenant. As provided in *Section 10.03* of the Master Covenant, the Declarant, acting alone, may amend the Master Covenant by recording in the Official Public Records of Travis County, Texas, an instrument executed and acknowledged by Declarant. With respect to the terms and provisions of this Notice that contravene the effect of the applicability of all of the provisions of the Master Covenant to the Development Tract as set forth in *Section 9.05* of the Master Covenant, this Notice will be considered and deemed to be an amendment to the terms and provisions of the Master Covenant, but only with respect to the Development Tract added pursuant to this Notice.

**3. Effect of Notice.** The effect of this Notice is limited to subjecting all or any portion of the Development Tract solely to the terms and provisions of *Article 6* of the Master Covenant, and any terms or provisions of the Master Covenant necessary or required to enforce compliance with the terms and provisions of *Article 6*. Any Improvements proposed to be constructed on the Development Tract and the alteration or modification of any constructed Improvements are and shall be subject to the procedures for review and approval of such Improvements (including any Development Tract Declaration or Design Guidelines adopted to be applicable to the Development Tract), by Declarant, as the Easton Park Reviewer, and its successors and assigns. Declarant, as the Easton Park Reviewer, has provided site plan pre-approval for Improvements on the Development Tract (the “**Site Plan**”). Any substantial deviations from the Site Plan, as determined by the Easton Park Reviewer in its reasonable discretion, shall be submitted for review and approval consistent with the terms and provisions of *Article 6* as stated herein.

**4. No Assessment Units or Votes.** No Assessment Units or votes are assigned to the Development Tract. In no event shall any owner of the Development Tract be entitled to membership in

the Association and no owner(s), occupants, guests or invitees of the Development Tract shall be entitled to or obligated for any member rights or responsibilities thereunder, other than as such rights and responsibilities relate, if at all, to the provisions set forth in Paragraph 3 above.

5. **Enforcement by the Declarant.** Pursuant to *Section 10.04* of the Master Covenant, the Declarant, its successors and assigns, has the right to enforce, by a proceeding at law or in equity, any restrictions, conditions, covenants, reservations, and other terms now or hereafter imposed by the Master Covenant to the extent applicable to the Development Tract according to this Notice. Failure to enforce any right, provision, covenant, or condition granted by the Master Covenant will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. Failure of the Declarant, its successors and assigns, to enforce the limited terms and conditions of the Master Covenant shall in no event give rise to any claim or liability against the Declarant, its successors and assigns, or any of their partners, directors, officers, or agents. EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE DEVELOPMENT TRACT, HEREBY RELEASES AND SHALL HOLD HARMLESS EACH OF THE DECLARANT, ITS SUCCESSORS AND ASSIGNS, AND EACH SUCH ENTITY'S PARTNERS, DIRECTORS, OFFICERS, OR AGENTS, FROM AND AGAINST ANY DAMAGES, CLAIMS OR LIABILITY ASSOCIATED WITH THE FAILURE OF THE DECLARANT TO ENFORCE THE LIMITED TERMS AND CONDITIONS OF THE MASTER COVENANT.

6. **Full Applicability of Development Tract Declaration.** Pursuant to *Section 2.02* of the Master Covenant, Declarant served notice that one or more Development Tract Declarations may be Recorded containing separate covenants, conditions, limitations and/or easements applicable only to the Development Tract identified herein. Upon Recordation of this Notice, Declarant shall cause to be Recorded that certain Development Tract Declaration [School Tract #1] (the "**Development Tract Declaration**") applicable solely to the Development Tract.

7. **Development Tract Subject to Development Tract Declaration.** The effect of this Notice is also to subject the Development Tract to the terms and provisions of the Development Tract Declaration. The Development Tract Declaration will run with the title to the Development Tract and shall govern the development and use of the Development Tract, and shall be binding upon the present and future owners of any portion of the Development Tract, their respective heirs, successors, successors-in-title, and assigns, and any other person or entity who now or hereafter has any legal, equitable, or beneficial interest in any portion of the Development Tract.

8. **Miscellaneous.** Any capitalized terms used and not otherwise defined in this Notice shall have the meanings set forth in the Master Covenant. Further, to the extent of any conflict between the terms and provisions of this Notice and the Master Covenant as to the Development Tract, the terms and provisions of this Notice shall apply.

**[SIGNATURE PAGES FOLLOW]**

EXECUTED to be effective as of the date this instrument is Recorded.

**DECLARANT:**

**CARMA EASTON LLC,**  
a Texas limited liability company

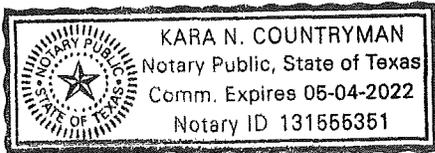
By: [Signature]  
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS           §  
  §  
COUNTY OF Travis           §

This instrument was acknowledged before me on this 8 day of January, 2019 by Chad Matheson, Chief Financial Officer of CARMA EASTON LLC, a Texas limited liability company, on behalf of said limited liability company.

[Signature]  
Notary Public, State of Texas

(seal)



**ACKNOWLEDGED, AGREED TO, RATIFIED AND  
CONFIRMED:**

IDEA PUBLIC SCHOOLS, a Texas nonprofit corporation

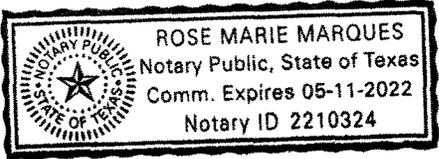
By: [Signature]  
Name: Wyatt Truscheit  
Title: Chief Financial Officer

THE STATE OF TEXAS           §  
  §  
COUNTY OF Hidalgo       §

This instrument was acknowledged before me on this 3RD day of January, 2019, by Wyatt Truscheit, Chief Financial Officer of IDEA Public Schools, a Texas nonprofit corporation, on behalf of said non-profit corporation.

[Signature]  
Notary Public, State of TX

(seal)



**EXHIBIT "A"**

EXHIBIT “ ”

**Legal Description**

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 11.1411 ACRES (485,304 SQUARE FEET) OF LAND MORE OR LESS, BEING OUT OF AND A PART OF THE SANTIAGO DEL VALLE GRANT, ABSTRACT NO. 24 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF LOT 1A, EASTON PARK SECTION 1B AMENDED PLAT, RECORDED IN DOCUMENT NO. 201700270 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), CONVEYED TO FIRST HARTFORD REALTY CORPORATION IN DOCUMENT NO. 2016209943 (O.P.R.T.C.T.), AND BEING A PORTION OF LOT 2A OF SAID EASTON PARK SECTION 1B AMENDED PLAT, CONVEYED TO CARMA EASTON, LLC, IN DOCUMENT NO. 2007003159 & 2012221476 OF THE (O.P.R.T.C.T.), SAID 11.1411 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876  
Austin, TX 78709  
(512) 537-2384  
jward@4wards.com  
[www.4wards.com](http://www.4wards.com)

**BEGINNING**, at an iron rod with “Bury” cap found in the east right-of-way line of McKinney Falls Parkway (right-of-way varies), being the northwest corner of Lot 3A of said Easton Park Section 1B, conveyed to Meritage Homes of Texas, LLC in Document No. 2017200115 (O.P.R.T.C.T.), and being the southwest corner of said Lot 1A, and being the southwest corner and **POINT OF BEGINNING** hereof;

**THENCE**, with the east right-of-way line of said McKinney Falls Parkway and the west line of said Lot 1A, **N27°31'10"E**, a distance of **379.77** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for the northwest corner hereof;

**THENCE**, leaving the east right-of-way line of said McKinney Falls Parkway, over and across said Lot 1A and said Lot 2A the following ten (10) courses and distances:

- 1) **S62°33'33"E**, a distance of **202.28** feet to a cotton gin spindle with “4Ward-Boundary” washer set for an angle point hereof;
- 2) **S62°36'54"E**, a distance of **82.13** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of curvature hereof;
- 3) Along the arc of a curve to the left, whose radius is **100.00** feet, whose arc length is **43.63** feet and whose chord bears **S75°06'54"E**, a distance of **43.29** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of tangency hereof;
- 4) **S87°36'54"E**, a distance of **40.60** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of curvature hereof;
- 5) Along the arc of a curve to the right, whose radius is **112.50** feet, whose arc length is **49.09** feet and whose chord bears **S75°06'54"E**, a distance of **48.70** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of tangency hereof;
- 6) **S62°36'54"E**, a distance of **297.47** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of curvature hereof;
- 7) Along the arc of a curve to the right, whose radius is **112.50** feet, whose arc length is **49.09** feet and whose chord bears **S50°06'54"E**, a distance of **48.70** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of tangency hereof;
- 8) **S37°36'54"E**, a distance of **44.01** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for a point of curvature hereof;

- 9) Along the arc of a curve to the left, whose radius is **100.00** feet, whose arc length is **43.63** feet and whose chord bears **S50°06'54"E**, a distance of **43.29** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a point of tangency hereof;
- 10) **S62°36'54"E**, a distance of **149.80** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the northeast corner hereof, being in the west line of Lot 4A of said Easton Park Section 1B, and being in the east line of said Lot 2A;

**THENCE**, with the common line of said Lot 4A and said Lot 2A the following six (6) courses and distances:

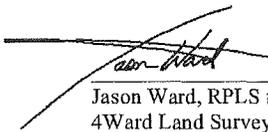
- 1) **S27°30'10"W**, a distance of **43.75** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof;
- 2) **S62°29'50"E**, a distance of **43.83** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a point of curvature hereof;
- 3) Along the arc of a curve to the right, whose radius is **52.50** feet, whose arc length is **46.58** feet and whose chord bears **S37°04'50"E**, a distance of **45.07** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a non-tangent point of compound curvature hereof;
- 4) Along the arc of a curve to the left, whose radius is **99.50** feet, whose arc length is **93.03** feet and whose chord bears **S38°27'07"E**, a distance of **89.68** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for a non-tangent point of compound curvature hereof;
- 5) Along the arc of a curve to the right, whose radius is **56.03** feet, whose arc length is **43.73** feet and whose chord bears **S42°07'20"E**, a distance of **42.63** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof;
- 6) **S17°55'56"E**, a distance of **275.50** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof, being the northeast corner of said Lot 3A and the southeast corner of said Lot 2A;

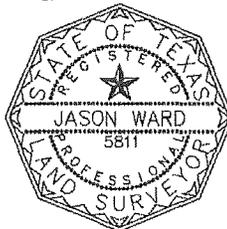
**THENCE**, leaving the west line of said Lot 4A, with the north line of said Lot 3A, in part the south line of Lot 4A and in part the south line of said Lot 1A, the following two (2) courses and distances:

- 1) **S72°03'44"W**, a distance of **101.65** feet to an iron rod with "Bury" cap found for the southeast corner hereof;
- 2) **N62°29'40"W**, passing at a distance of 630.15 feet an iron rod with "Bury" cap found for the southwest corner of said Lot 2A, being the southeast corner of said Lot 1A, in all a distance of **1,319.43** feet to the **POINT OF BEGINNING** and containing 11.1411 Acres (485,304 Square Feet) of land, more or less.

**NOTE:**

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000040873415. See attached sketch (reference drawing: 00728-11.1411 ac tract.dwg).

  
 12/3/2018  
 Jason Ward, RPLS #5811  
 4Ward Land Surveying, LLC



Chicago Title  
GF# 1801587A

Chicago Title  
1501 S. Mopec, Suite 130  
Austin, TX 78746



**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Dana Debeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

February 01 2019 04:02 PM

FEE: \$ 58.00 2019015070

ELECTRONICALLY RECORDED

2017096654

TRV

4

PGS

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.  
DLA PIPER LLP (US)  
401 Congress Ave., Ste 2500  
Austin, Texas 78701  
carey.venditti@dlapiper.com



EASTON PARK

**ADOPTION OF WORKING CAPITAL ASSESSMENT**  
***[COMMERCIAL]***

*Travis County, Texas*

**Declarant:** CARMA EASTON, LLC, a Texas limited liability company

Cross-reference to Easton Park Master Covenant [Commercial], recorded under Document No. 2016206134, Official Public Records of Travis County, Texas, as amended from time to time.



**ADOPTION OF WORKING CAPITAL ASSESSMENT**  
**[COMMERCIAL]**

The following Easton Park [Commercial] Adoption of Working Capital Assessment is made pursuant to *Section 5.08* of that certain Easton Park Master Covenant [Commercial], recorded under Document No. 2016206134, Official Public Records of Travis County, Texas, as amended from time to time (the “**Master Covenant**”) by **CARMA EASTON, LLC**, a Texas limited liability company (the “**Declarant**”), and is as follows:

**1. Working Capital Assessment.** In accordance with *Section 5.08* of the Master Covenant, Declarant hereby adopts a Working Capital Assessment in an amount equal to Seven Hundred Fifty and No/100 Dollars (\$750.00) for the current fiscal year then attributable to a Lot or Condominium Unit. The Working Capital Assessment applies to all Lots and Condominium Units subject to the Master Covenant unless otherwise exempt pursuant to *Section 5.08* of the Master Covenant.

**2. Subject to Change.** The amount of the Working Capital Assessment designated hereunder is subject to change from time to time by the Declarant during the Development Period and by the Board thereafter.

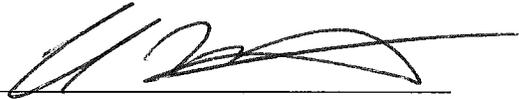
**3. Capitalized Terms.** Capitalized terms used by not defined herein shall have the meanings ascribed to such terms in the Master Covenant.

**[SIGNATURE PAGES FOLLOW]**

EXECUTED to be effective on the date this instrument is Recorded.

**DECLARANT:**

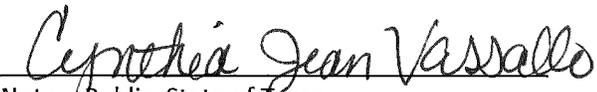
**CARMA EASTON, LLC,**  
a Texas limited liability company

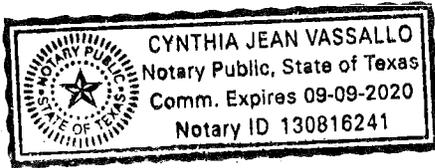
By:   
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS                    §  
  §  
COUNTY OF Travis                    §

This instrument was acknowledged before me on this 16 day of June, 2017,  
by Chad Matheson, Chief Financial Officer of Carma Easton, LLC, a Texas limited liability company, on  
behalf of said limited liability company.

(seal)

  
Notary Public, State of Texas





**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Dana DeBeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

June 16 2017 11:51 AM

FEE: \$ 38.00 2017096654



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Easton Park Commercial Association, Inc.  
File Number: 802602106

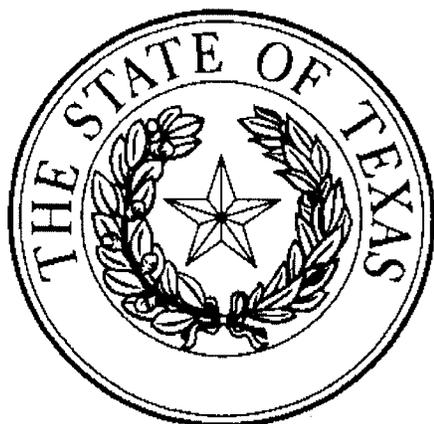
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

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: 12/12/2016

Effective: 12/12/2016



A handwritten signature in black ink, appearing to read "Cascos", followed by a horizontal line.

Carlos H. Cascos  
Secretary of State

DEC 12 2016

Corporations Section

**CERTIFICATE OF FORMATION  
OF  
EASTON PARK COMMERCIAL ASSOCIATION, INC.**

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a nonprofit corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

**ARTICLE I  
NAME**

The name of the corporation is: Easton Park Commercial Association, Inc. (hereinafter called the "Association").

**ARTICLE II  
NONPROFIT CORPORATION**

The Association is a nonprofit corporation.

**ARTICLE III  
DURATION**

The Association shall exist perpetually.

**ARTICLE IV  
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Association as set forth in that certain Easton Park Master Covenant [Commercial], recorded in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "**Master Covenant**"). Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

- (a) to fix, levy, collect, and enforce payment by any lawful means all charges or assessments arising pursuant to the terms of the Master Covenant;
- (b) to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Association's property; and
- (c) to have and to exercise any and all powers, rights, and privileges which a corporation organized under the Texas Business Organizations Code may now, or later, have or exercise.

The above statement of purposes shall be construed as a statement of both purposes and powers. The purposes and powers stated in each of the clauses above shall not be limited or restricted

by reference to, or inference from, the terms and provisions of any other such clause, but shall be broadly construed as independent purposes and powers.

**ARTICLE V  
REGISTERED OFFICE; REGISTERED AGENT**

The street address of the initial registered office of the Association is 300 West 6<sup>th</sup> Street, Suite 2050, Austin, Texas 78701. The name of its initial registered agent at such address is Carey Gunn Venditti.

**ARTICLE VI  
MEMBERSHIP**

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Master Covenant. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

**ARTICLE VII  
VOTING RIGHTS**

Voting rights of the members of the Association shall be determined as set forth in the Master Covenant.

**ARTICLE VIII  
INCORPORATOR**

The name and street address of the incorporator is:

NAME

ADDRESS

Carey Gunn Venditti

600 West 6<sup>th</sup> Street, Suite 2050  
Austin, Texas 78701

**ARTICLE IX  
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals, who need not be members of the Association. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of nonprofit corporations pursuant to the Texas Business Organizations Code. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors through appointment, election or otherwise are:

<u>NAME</u>	<u>ADDRESS</u>
Logan Kimble	11501 Alterra Parkway, Suite 100 Austin, Texas 78758
Stephen Bentley	11501 Alterra Parkway, Suite 100 Austin, Texas 78758
Luke Gosda	11501 Alterra Parkway, Suite 100 Austin, Texas 78758

**ARTICLE X  
LIMITATION OF DIRECTOR LIABILITY**

A director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

**ARTICLE XI  
INDEMNIFICATION**

Each person who acts as a director, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director or officer or by reason of any action alleged to have been taken or omitted by him in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

**ARTICLE XII  
DISSOLUTION**

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Master Covenant. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

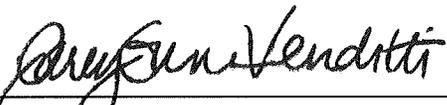
**ARTICLE XIII  
ACTION WITHOUT MEETING**

Any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be taken at any annual or special meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of members having the total number of votes of the Association necessary to enact the action taken, as determined under the Master Covenant or this Certificate of Formation.

**ARTICLE XIV  
AMENDMENT**

Amendment of this Certificate of Formation shall be by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a minimum of two-thirds ( $\frac{2}{3}$ ) of the total number of votes of the Association, as determined under the Master Covenant. In the case of any conflict between the Master Covenant and this Certificate of Formation, the Master Covenant shall control; and in the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 12<sup>th</sup> day of December, 2016.

  
\_\_\_\_\_  
Carey Gunn Venditti, Incorporator

**EASTON PARK COMMERCIAL ASSOCIATION, INC.**

**CONSENT OF DIRECTORS IN LIEU OF  
ORGANIZATIONAL MEETING**

The undersigned, being all of the members of the Board of Directors of Easton Park Commercial Association, Inc., a Texas non-profit corporation (hereinafter referred to as the “**Association**”), do hereby consent, pursuant to Section 22.220(a) of the Texas Business Organizations Code, to the adoption of the following resolutions:

**1. DIRECTORS**

RESOLVED, that each of the undersigned, being all of the members of the Board of Directors of the Association, as named in its Certificate of Formation filed with the Secretary of the State of Texas on the 12<sup>th</sup> day of December, 2016, does hereby accept appointment to such office and does hereby agree to serve as a director of the Association.

**2. POLICY MANUAL**

RESOLVED, that the Policy Manual attached hereto as **Exhibit “A”**, which includes the Bylaws of the Association, as adopted by the Declarant (as such term is defined in the Easton Park Master Covenant [Commercial], recorded in the Official Public Records of Travis County, Texas) is hereby approved by the Board.

**3. OFFICERS**

RESOLVED, that each of the following-named persons, as heretofore appointed by Declarant to serve as officers of the Association for the office or offices set forth below opposite his or her name, does hereby accept appointment to such office and does hereby agree to serve as an officer of the Association until his or her successor should be chosen and qualified in his or her stead, or until his or her earlier death, resignation, retirement, disqualification or removal from office:

Logan Kimble	-	President
Stephen Bentley	-	Vice President
Luke Gosda	-	Secretary/Treasurer

**4. REGISTERED OFFICE; REGISTERED AGENT**

RESOLVED, that the registered office of the Association be established and maintained at 300 West 6<sup>th</sup> Street, Suite 2050, Austin, Texas 78701, and that Carey Gunn Venditti is hereby appointed as registered agent of the corporation in said office.

**5. BOOKS AND RECORDS**

RESOLVED, that the Secretary of the Association be and hereby is authorized and directed to procure all necessary books and records of the Association.

**6. CORPORATE SEAL**

RESOLVED, that a corporate seal is not adopted at this time and that no impression of a corporate seal is required on any Association document.

**7. DEPOSITORY RESOLUTIONS**

RESOLVED, that an account shall be established in the name of the Association with a financial institution to be determined by the Board (the "Bank"), under the rules and regulations as prescribed by said Bank wherein may be deposited any of the funds of this Association, whether represented by cash, checks, notes or other evidences of debt, and from which deposit withdrawals are hereby authorized in the name of the Association by any one of the following persons:

Logan Kimble

Stephen Bentley

Luke Gosda

BE IT FURTHER RESOLVED, that the Bank is hereby authorized to honor any and all withdrawal items against the Association's funds, although payable to the officer or agent signing or countersigning the same and whether presented for encashment or for credit to the personal account of such officer or agent or any other person, and said Bank need make no inquiry concerning such items and/or the disposition of the money, items, or credit given therefor.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of and effective the 12th day of December, 2016.

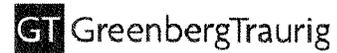
  
\_\_\_\_\_  
Logan Kimble, Director

\_\_\_\_\_  
Stephen Bentley, Director

  
\_\_\_\_\_  
Luke Gosda, Director

EXHIBIT "A"  
POLICY MANUAL

After recording return to:



Carey Gunn Venditti, Esq.  
Emily Jung, Esq.  
GREENBERG TRAUIG, LLP  
300 W. 6<sup>th</sup> Street, Suite 2050  
Austin, Texas 78701  
Email: [vendittic@gtlaw.com](mailto:vendittic@gtlaw.com)

EASTON <sup>PARK</sup>  
A stylized graphic of a park bench or similar structure, positioned below the word "PARK" in the Easton Park logo.

**POLICY MANUAL**  
***[COMMERCIAL]***

*Travis County, Texas*

**Declarant:** CARMA EASTON, LLC, a Texas limited liability company

Cross-reference to Easton Park Master Covenant [Commercial], recorded under Document No. 2016206134, Official Public Records of Travis County, Texas, as amended from time to time.



**POLICY MANUAL**  
**[COMMERCIAL]**

**CARMA EASTON, LLC**, a Texas limited liability company, as the Declarant under Easton Park Master Covenant [Commercial], recorded under Document No. 2016206134, Official Public Records of Travis County, Texas, and the initial and sole member of Easton Park Commercial Association, Inc., a Texas nonprofit corporation (the "**Association**"), hereby certifies that the following Policy Manual was adopted as part of the initial project documentation for Easton Park [Commercial] on this 13th day of December, 2016 by Declarant.

The Policy Manual contains the following documents, the terms and provisions of each of which are applicable to or may be enforced against the Owners and Tenants within the Development as set forth therein: (1) the Certificate of Formation; (2) the Bylaws; (3) the Assessment Collection Policy; (4) the Records Inspection and Copying Policy; (5) the Statutory Notice of Recordation of Association Governance Documents; and (6) the Email Registration Policy.

As the Association policies are changed or new Rules or other dedicatory instruments are adopted which require Recordation, a Majority of the Board, upon approval by the Declarant, will adopt a supplement to the Policy Manual (the "**Supplement**") to include the documents which are being changed or added and cause such Supplement to be Recorded. If for any reason a document is added to the Policy Manual pursuant to a Supplement which has previously been Recorded, the effective date of such document shall be the original date of Recordation, unless provided in the Supplement. Capitalized terms used but not defined in this Policy Manual shall have the meaning subscribed to such terms in the Master Covenant.

This Policy Manual becomes effective when Recorded.

*[SIGNATURE PAGES FOLLOW]*

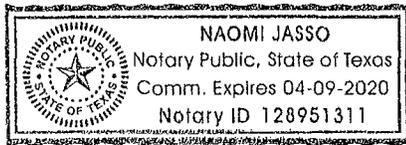
CARMA EASTON, LLC,  
a Texas limited liability company

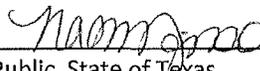
By:   
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS                    §  
  §  
COUNTY OF Tarrant                    §

This instrument was acknowledged before me on this 13 day of December, 2016, by Chad Matheson, Chief Financial Officer of Carma Easton, LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)



  
\_\_\_\_\_  
Notary Public, State of Texas



**POLICY MANUAL**  
***[COMMERCIAL]***

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**ATTACHMENT 1**  
**CERTIFICATE OF FORMATION**



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Easton Park Commercial Association, Inc.  
File Number: 802602106

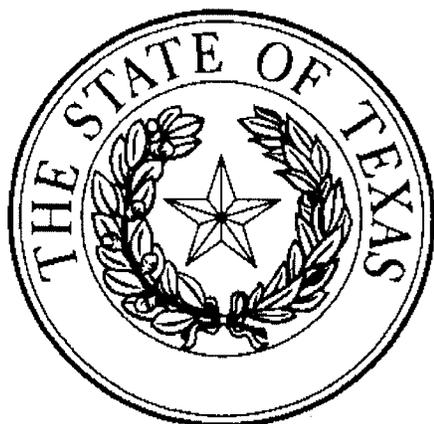
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

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: 12/12/2016

Effective: 12/12/2016



A handwritten signature in black ink, appearing to read "Cascos" followed by a horizontal line.

Carlos H. Cascos  
Secretary of State

DEC 12 2016

Corporations Section

**CERTIFICATE OF FORMATION  
OF  
EASTON PARK COMMERCIAL ASSOCIATION, INC.**

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a nonprofit corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

**ARTICLE I  
NAME**

The name of the corporation is: Easton Park Commercial Association, Inc. (hereinafter called the "Association").

**ARTICLE II  
NONPROFIT CORPORATION**

The Association is a nonprofit corporation.

**ARTICLE III  
DURATION**

The Association shall exist perpetually.

**ARTICLE IV  
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Association as set forth in that certain Easton Park Master Covenant [Commercial], recorded in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "**Master Covenant**"). Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

- (a) to fix, levy, collect, and enforce payment by any lawful means all charges or assessments arising pursuant to the terms of the Master Covenant;
- (b) to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Association's property; and
- (c) to have and to exercise any and all powers, rights, and privileges which a corporation organized under the Texas Business Organizations Code may now, or later, have or exercise.

The above statement of purposes shall be construed as a statement of both purposes and powers. The purposes and powers stated in each of the clauses above shall not be limited or restricted

by reference to, or inference from, the terms and provisions of any other such clause, but shall be broadly construed as independent purposes and powers.

**ARTICLE V  
REGISTERED OFFICE; REGISTERED AGENT**

The street address of the initial registered office of the Association is 300 West 6<sup>th</sup> Street, Suite 2050, Austin, Texas 78701. The name of its initial registered agent at such address is Carey Gunn Venditti.

**ARTICLE VI  
MEMBERSHIP**

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Master Covenant. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

**ARTICLE VII  
VOTING RIGHTS**

Voting rights of the members of the Association shall be determined as set forth in the Master Covenant.

**ARTICLE VIII  
INCORPORATOR**

The name and street address of the incorporator is:

NAME

ADDRESS

Carey Gunn Venditti

600 West 6<sup>th</sup> Street, Suite 2050  
Austin, Texas 78701

**ARTICLE IX  
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals, who need not be members of the Association. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of nonprofit corporations pursuant to the Texas Business Organizations Code. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors through appointment, election or otherwise are:

<u>NAME</u>	<u>ADDRESS</u>
Logan Kimble	11501 Alterra Parkway, Suite 100 Austin, Texas 78758
Stephen Bentley	11501 Alterra Parkway, Suite 100 Austin, Texas 78758
Luke Gosda	11501 Alterra Parkway, Suite 100 Austin, Texas 78758

**ARTICLE X  
LIMITATION OF DIRECTOR LIABILITY**

A director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

**ARTICLE XI  
INDEMNIFICATION**

Each person who acts as a director, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director or officer or by reason of any action alleged to have been taken or omitted by him in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

**ARTICLE XII  
DISSOLUTION**

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Master Covenant. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

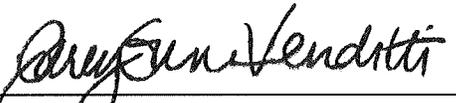
**ARTICLE XIII  
ACTION WITHOUT MEETING**

Any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be taken at any annual or special meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of members having the total number of votes of the Association necessary to enact the action taken, as determined under the Master Covenant or this Certificate of Formation.

**ARTICLE XIV  
AMENDMENT**

Amendment of this Certificate of Formation shall be by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a minimum of two-thirds ( $\frac{2}{3}$ ) of the total number of votes of the Association, as determined under the Master Covenant. In the case of any conflict between the Master Covenant and this Certificate of Formation, the Master Covenant shall control; and in the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 12<sup>th</sup> day of December, 2016.

  
\_\_\_\_\_  
Carey Gunn Venditti, Incorporator



## Office of the Secretary of State

December 13, 2016

Leonel Carrillo  
300 West 6th St. Suite 2050  
Austin, TX 78701 USA

RE: Easton Park Commercial Association, Inc.  
File Number: 802602106

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

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

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

Sincerely,

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

## **ATTACHMENT 2**

### **BYLAWS OF EASTON PARK COMMERCIAL ASSOCIATION, INC.**

Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in that certain Easton Park Master Covenant [Commercial], recorded in the Official Public Records of Travis County, Texas (the "Master Covenant"), including the number, qualification, appointment, removal, and replacement of Directors.

#### **ARTICLE I NAME, PRINCIPAL OFFICE, AND DEFINITIONS**

**Section 1.1. Name.** The name of the Association shall be Easton Park Commercial Association, Inc., a Texas nonprofit corporation (hereinafter referred to as the "Association") which shall be the property owner's association governing the Easton Park Commercial development (the "Development") located in the Travis County, Texas, which is subject to that certain Easton Park Master Covenant [Commercial], recorded in the Official Public Records of Travis County, Texas (the "Master Covenant").

**Section 1.2. Principal Office.** The principal office of the Association shall be located in Travis County, Texas.

**Section 1.3. Definitions.** Capitalized terms used herein but not defined in these Bylaws shall have the same meaning as set forth in the Master Covenant, as the same may be amended and supplemented from time to time, unless the context indicates otherwise.

#### **ARTICLE II MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES**

**Section 2.1. Membership.** Each Owner of a Condominium Unit or Lot is a mandatory Member of the Association, as more fully set forth in the Master Covenant.

**Section 2.2. Place of Meetings.** Meetings of the Association shall be held where designated by the Board, either within the Development or as convenient as possible and practical.

**Section 2.3. Majority.** As used in these Bylaws, the term "Majority" shall mean more than half.

**Section 2.4. Annual Meetings.** An annual meeting of the Association will be held once during each 12 month period on a date and at a time determined by the Board.

**Section 2.5. Special Meetings.** It is 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 forty percent (40%) of the votes in the Association. The meeting must be held within thirty (30) days after the Board resolution or receipt of petition. The notice of any special meeting must state the time, place, and purpose of the meeting. No business, except the purpose stated in the

notice of the meeting, may be transacted at a special meeting.

**Section 2.6. Notice of Meetings.** At the direction of the Board, written notice of meetings of the Association will be given to each Member at least ten (10) days but not more than sixty (60) days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting as annual or special, and will state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the Board. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at such party's address as it appears on the records of the Association, with postage prepaid.

**Section 2.7. Waiver of Notice.** Waiver of notice of a meeting by a Member shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting, either before or after such meeting. Attendance at a meeting shall be deemed waiver by such Person of notice of the time, date, and place thereof, unless such Person specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall be deemed waiver of notice of all business transacted at such meeting unless an objection is raised based on the lack of proper notice before the business is put to a vote.

**Section 2.8. Quorum.** Except as provided in these Bylaws or in the Master Covenant, the presence of Members representing at least twenty percent (20%) of the votes in the Association constitute a quorum.

**Section 2.9. Conduct of Meetings.** The President or any other person appointed by the Board shall preside over all Association meetings, and the Secretary, or the Secretary's designee, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

**Section 2.10. Voting.** The voting rights of the Members shall be as set forth in the Master Covenant, and such voting rights provisions are specifically incorporated by reference. Except as otherwise provided in the Master Covenant, action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a Majority of the total votes present at such meeting. The person holding legal title to a Condominium Unit or Lot shall be entitled to cast the vote allocated to such Condominium Unit or Lot and not the person merely holding beneficial title to the same unless such right is expressly delegated to the beneficial Owner thereof in writing.

**Section 2.12. Proxies.** On any matter as to which a Member is entitled personally to cast the vote for his or her Condominium Unit or Lot, such vote may be cast in person (or through any other method of exercising the Member's voting rights, if authorized pursuant to Article III of the Master Covenant) or by proxy, subject to the limitations of Applicable Law relating to use of general proxies and subject to any specific provision to the contrary in the Master Covenant or these Bylaws. No proxy shall be valid unless signed by the Member for which it is given or his or her duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than ninety (90) days after the date of the original meeting for which it was given. Every proxy shall be revocable and shall automatically cease upon conveyance of the Condominium Unit or Lot for which it was given.

**Section 2.13 Action Without a Meeting.** Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated, and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

### ARTICLE III BOARD OF DIRECTORS

**Section 3.1. Authority; Number of Directors.**

(a) The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one equal vote. The number of Directors shall be fixed by the Board of Directors from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Certificate. The initial Directors shall serve until their successors are appointed and qualified. Except as is provided in the Master Covenant and in *Sections 3.1(b)* and *3.1(c)* below, Declarant shall have the absolute right to appoint and remove members of the Board of Directors.

(b) At such time as Declarant no longer has the right to appoint and remove any members of the Board as provided in the Master Covenant, and if Voting Groups have not been established, the Board of Directors will be increased to five (5) members. The President of the Association will thereupon call a meeting of the Members of the Association wherein the Members will elect one (1) Director for a three (3) year term, two (2) Directors for a two (2) year term, and two (2) Directors for a one (1) year term. Upon expiration of the term of a Director elected by the Members as provided herein, his or her successor will be elected by the Members for a term of two (2) years. If Voting Groups have been established, the number of Directors will be equivalent to the number of Voting Groups and the terms of each such Director will be established by the Board; provided, (i) that the total number of Directors will be not less than three (3); and (ii) upon expiration of the term of a Director initially elected by the Owners of Condominium Unit or Lots within the applicable Voting Group, the Owners of the Condominium Units or Lots within the Voting Group will elect his or her successor for a term of two (2) years.

It is not presently intended that the majority of the Development will be restricted to residential use. However, in the event it is determined that Section 209.00591 of the Texas Property Code applies to the Development and/or the Association, then on or before the tenth (10<sup>th</sup>) anniversary of the date this Declaration is Recorded, or sooner as determined by Declarant, the Board will call a meeting of Members of the Association for the purpose of electing one-third of the Board (the “**Initial Member Election Meeting**”), which Board member(s) must be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period.

(c) A Director takes office upon the adjournment of the meeting or balloting at which he or

she is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his or her successor is elected or appointed.

(d) Until such time as Declarant no longer has the right to appoint and remove any members of the Board of Directors as provided in the Master Covenant, Directors need not be Members of the Association. At such time as Declarant no longer has the right to appoint and remove all members of the Board, all of the Directors must be Members. In the case of a Member which is not a natural person, any officer, director, partner, or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one such representative on the Board at a time, except in the case of Directors appointed by the Declarant as set forth herein.

**Section 3.2. Compensation.** The Directors shall serve without compensation for such service.

**Section 3.3. Removal of Directors and Vacancies.** Any Director elected by the Members may be removed, with or without cause, by the vote of Members holding a Majority of the votes entitled to be cast in the Association. Any Director whose removal is sought shall be given written notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall be elected by the Members or Voting Group, as applicable. The Director so appointed will serve for the unexpired term of the Director removed pursuant to this Section. In the event of the death, disability, or resignation of a Director, the remaining Board shall declare a vacancy and shall appoint a successor to fill the vacancy for the remainder of such Director's term.

#### **ARTICLE IV MEETINGS OF DIRECTORS**

**Section 4.1. Definition of Board Meetings.** A meeting of the Board means a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action.

**Section 4.2. Regular Meetings.** Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, at such place and hour as may be fixed from time to time by resolution of the Board.

**Section 4.3. Special Meetings.** Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

**Section 4.4. Conduct of Meetings.** The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of the Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

**Section 4.5. Quorum.** A Majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a Majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a Majority of the required quorum for

that meeting. If any meeting of the Board cannot be held because a quorum is not present, a Majority of the Directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

**Section 4.6. Record; Minutes.** The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

**Section 4.7. Telephone and Electronic Meetings.** Any action permitted to be taken by the Board may be taken by telephone or electronic methods by means of which all persons participating in the meeting can hear each other. Participation in such a meeting constitutes 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.

**Section 4.8. Consent in Writing.** Any action which may be taken at a meeting of the Board of Directors is permitted to be taken by the Board by unanimous written consent. Unanimous written consent occurs if all Directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent shall be in lieu of a meeting and has the same force and effect as a unanimous vote of the Directors.

## **ARTICLE V POWERS AND DUTIES OF THE BOARD**

### **Section 5.1. Powers and Duties.**

(a) **Powers.** The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Documents and as provided by Applicable Law. The Board may do or cause to be done all acts and things that the Documents or Applicable Law do not direct to be done and exercised exclusively by the Members.

(b) **Duties.** The Board's duties shall include, without limitation:

(i) Preparation and adoption of the annual budgets and establishing Assessments under the Master Covenant;

(ii) Providing for the operation, care, upkeep, and maintenance of the Common Area;

(iii) Designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(iv) Depositing all funds received on the Association's behalf in a bank depository that it shall approve, and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in the depositories other than banks;

(v) Making and amending rules and regulations;

(vi) Opening bank accounts on the Association's behalf and designating the signatories required;

(vii) Making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Documents and these Bylaws;

(viii) Enforcing by legal means the provisions of the Documents and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with Applicable Law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;

(ix) Obtaining and carrying insurance, as provided in the Master Covenant, providing for payment of all premiums, and filing and adjusting claims, as appropriate;

(x) Paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Members;

(xi) Keeping books with detailed accounts of the Association's receipts and expenditures;

(xii) Making available to any prospective purchaser of a Condominium Unit or Lot, any Member, and the holders, insurers, and guarantors of any Mortgage on any Condominium Unit or Lot, current copies of the Documents and all other books, records, and financial statements of the Association;

(xiii) Permitting utility suppliers to use portions of the Common Areas as may be determined necessary, in the Board's sole discretion, to the ongoing development or operation of the Development;

(xiv) Indemnifying a director, officer, or committee member or former director, officer, or committee member of the Association to the extent such indemnity is required by Texas law or the Documents; and

(xv) Assisting in the resolution of disputes between Members and others without litigation, as set forth in the Master Covenant.

**Section 5.2. Management.** The Board of Directors may employ for the benefit of the Association a professional management agent or agents at such compensation as the Board may

establish to perform such duties and services as the Board shall authorize. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policymaking authority. The Board of Directors may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

**Section 5.3. Accounts and Reports.** The following management standards of performance shall be followed unless the Board, by resolution, specifically determines otherwise:

- (a) Accounting and controls should conform to generally accepted accounting principles;
- (b) The Association's cash accounts shall not be commingled with any other accounts;
- (c) No remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fee, services fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;
- (d) Any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;
- (e) Commencing at the end of the month in which the first Condominium Unit or Lot is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:
- (f) An income statement reflecting all income and expense activity for the preceding period on an accrual basis;
- (g) A statement reflecting all cash receipts and disbursements for the preceding period;
- (h) A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
- (i) A balance sheet as of the last day of the preceding period;
- (j) A delinquency report listing all Members who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (any assessment or installment thereof shall be considered to be delinquent on the fifteenth (15<sup>th</sup>) day following the due date unless otherwise specified by Board resolution); and
- (k) An annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year; (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared and reviewed by an independent public accountant; provided, upon written request of any holder, guarantor or insurer of any Mortgage on a Condominium Unit or Lot, the Association shall provide an audited financial statement.

**Section 5.4. Borrowing.** The Association shall have the power to borrow money for any legal purpose.

**Section 5.5. Right to Contract.** The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, and other Members, owners or occupants, or associations.

**Section 5.6. Enforcement.** In addition to such other rights as are specifically granted under the Master Covenant, the Board shall have the power to impose monetary fines, which shall constitute a lien upon the Condominium Unit or Lot of the violator, and to suspend a Member's right to vote or any person's right to use the Common Area (other than those facilities open to the public) for violation of any duty imposed under the Documents; provided, nothing herein shall authorize the Board to limit ingress and egress to or from a Condominium Unit or Lot. In addition, the Board may suspend any services provided by the Association to a Member or the Member's Condominium Unit or Lot if the Member is more than thirty (30) days delinquent in paying any assessment or other charges owed to the Association. In the event that any Tenant, guest or invitee of a Condominium Unit or Lot violates the Documents and a fine is imposed, the fine may first be assessed against the Tenant; provided, if the fine is not paid by the Tenant within the time period set by the Board, the Member shall pay the fine upon notice from the Association. The Board's failure to enforce any provision of the Documents shall not be deemed a waiver of the Board's right to do so thereafter.

**Section 5.7. Additional Enforcement Rights.** Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Documents by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or, following compliance with the procedures set forth in the Master Covenant, if applicable, by any proceeding at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Member or Tenant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

## **ARTICLE VI OFFICERS AND THEIR DUTIES**

**Section 6.1. Officers.** The Association's officers shall be a President, a Vice President, a Secretary, and a Treasurer. Officers may, but need not be Board members. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

**Section 6.2. Election and Term of Office.** Within ten (10) days after each annual meeting of the Association, the Directors will convene an organizational meeting for the purpose of electing officers.

**Section 6.3. Removal and Vacancies.** The Board may remove any officer whenever in its judgment the Association's best interests will be served, and may fill any vacancy in any office arising because of death, resignation, removal or otherwise, for the unexpired portion of the term.

**Section 6.4. Powers and Duties.** The Association's officers shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive

officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Master Covenant and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

**Section 6.5. Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6.6. Agreements, Contracts, Deeds, Leases, Checks, etc.** All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by Board resolution.

## ARTICLE VII OTHER COMMITTEES OF THE BOARD OF DIRECTORS

**Section 7.1. Advisory Committees.** The Board may, by resolution adopted by affirmative vote of a Majority of the number of Directors fixed by these Bylaws, designate two or more Directors along with one or more non-Declarant Members (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall only serve in an advisory capacity and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

**Section 7.2. Service Area Committees.** In addition to any other committees appointed as provided above, for each Service Area that has no formal organizational structure a Service Area Committee may be created by the Board to determine the nature and extent of services, if any, to be provided to the Service Area by the Association in addition to those provided to all Members in accordance with the Master Covenant. A Service Area Committee may advise the Board on any other issues but shall not have the authority to bind the Board. Such Service Area Committees shall consist of three to five Members from the Service Area to which the committee will have jurisdiction. Service Area Committee members shall be elected for a term of one year or until their successors are elected, or such other term as may be permitted under a Supplemental Covenant governing the Service Area. Any director elected to the Board of Directors from a Service Area shall be an *ex officio* member of the Committee. In the conduct of its activities, each Service Area Committee shall abide by the notice and quorum requirements applicable to the Board.

## ARTICLE VIII MISCELLANEOUS

**Section 8.1. Fiscal Year.** The fiscal year of the Association will be set by resolution of the Board, and is subject to change from time to time as the Board determines. In the absence of a resolution by the Board, the fiscal year is the calendar year.

**Section 8.2. Conflicts.** If there are conflicts among the provisions of Applicable Law, the Certificate of Formation, the Master Covenant, and these Bylaws, the provisions of Applicable Law, the Master Covenant, the Certificate of Formation, and the Bylaws (in that order) shall prevail.

**Section 8.3. Books and Records.**

(a) **Inspection by Members and Mortgagees.** The Board shall make available for inspection and copying by any holder, insurer, or guarantor of a first Mortgage on a Condominium Unit or Lot; any Member; or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to such Member's interest in a Condominium Unit or Lot: the Master Covenant, Bylaws, and Certificate of Formation, including any amendments, the rules of the Association, the membership register, books of account, and the minutes of meeting of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Development as the Board shall designate.

(b) **Rules for Inspection.** The Board shall establish rules with respect to:

- (i) Notice to be given to the custodian of the records;
- (ii) Hours and days of the week when such an inspection may be made; and
- (iii) Payment of the cost of reproducing copies of documents requested.

(c) **Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the Association's expense.

**Section 8.3. Notices.** Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid: if to a Member at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Condominium Unit or Lot of such Member; or if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

**Section 8.4. Amendment.** These Bylaws may be amended by a Majority of the Board.

**Section 8.5. Indemnification.** To the fullest extent permitted by Applicable Law, the Association will indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director, officer, committee member, including the Easton Park Reviewer, employee, servant, or agent of the Association against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board or a court that such person: (i) acted in good faith; (ii) in the case of conduct by a person in his or her official capacity, acted in a manner which such person reasonably believed to be in, or not

opposed to, the best interests of the Association; (iii) in the case of conduct by a person not in his or her official capacity, acted in a manner which such person reasonably believed to be not opposed to the best interests of the Association; and (iv) with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit, or proceeding by settlement, or upon a plea of *Nolo Contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

### ATTACHMENT 3

#### EASTON PARK COMMERCIAL ASSOCIATION, INC. ASSESSMENT COLLECTION POLICY

Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Easton Park Master Covenant [Commercial], recorded in the Official Public Records of Travis County, Texas, and any amendments or supplements thereto (“**Master Covenant**”).

#### **SECTION 1. DELINQUENCIES, LATE CHARGES & INTEREST**

- 1-A. Due Date. An Owner will timely and fully pay Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.
- 1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.
- 1-C. Late Fees & Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee of \$25 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1½% per month) until paid in full.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 1-E. Insufficient Funds. The Association may levy a charge of \$50 for any check returned to the Association marked “not sufficient funds” or the equivalent.
- 1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a Majority of the Board.

#### **SECTION 2. INSTALLMENTS & ACCELERATION**

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

**SECTION 3. PAYMENTS**

- 3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:
- (1) Fines
  - (2) Attorney fees and costs associated with delinquent assessments
  - (3) Other attorney's fees
  - (4) Delinquent assessments
  - (5) Current assessments
  - (6) Any other amount
- 3-B. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.
- 3-C. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.
- 3-D. Notice of Payment. If the Association receives full payment of the delinquency after Recording a notice of lien, the Association will cause a release of notice of lien to be publicly Recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and Recording the release.
- 3-E. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

**SECTION 4. LIABILITY FOR COLLECTION COSTS**

- 4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

## SECTION 5. COLLECTION PROCEDURES

- 5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's Manager, an attorney, or a debt collector.
- 5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.
- 5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.
- 5-D. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.
- 5-E. Notification of Mortgage Lender. The Association may notify the Mortgage lender of the default obligations.
- 5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.
- 5-G. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the Manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:
- (1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within 30 days (unless such notice has previously been provided by the Association), then
  - (2) Lien Notice: Preparation of the Lien Notice and Demand for Payment Letter and record a Notice of Unpaid Assessment Lien. If the account is not paid in full within 30 days, then
  - (3) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender. If the account is not paid in full within 30 days, then
  - (4) Foreclosure of Lien: Only upon specific approval by a majority of the Board.

- 5-H. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's Lot to be publicly Recorded. In that event, a copy of the notice will be sent to the defaulting Owner and may also be sent to the Owner's Mortgagee.
- 5-I. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.
- 5-J. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his or her Tenant, whose account with the Association is delinquent for at least thirty (30) days.

## SECTION 6. GENERAL PROVISIONS

- 6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, Manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.
- 6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Documents and the Applicable Law.
- 6-C. Limitations of Interest. The Association, and its officers, directors, Managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by Applicable Law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by Applicable Law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.

Notices. Unless the Documents, Applicable Law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner as follows: if mailed, the notice or communication shall be deemed to be delivered when deposited in the United States mail addressed to the Member at such party's address as it appears on the records of the Association, with postage prepaid. If delivery is made by facsimile or email transmission, it will be deemed to have been delivered upon the read or received receipt of the facsimile or email transmission showing that the transmission has been received and sent to the facsimile transmission number or email address which has been designated in writing to the Secretary of the Association or managing agent, if any, as the official facsimile transmission number or email address for the purpose of service of notices under this *Section 6-C*.

If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one Tenant is

deemed notice to all Tenants. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

6-D. Amendment of Policy. This policy may be amended from time to time by the Board.

## ATTACHMENT 4

### **EASTON PARK COMMERCIAL ASSOCIATION, INC. RECORDS INSPECTION AND COPYING POLICY**

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Master Covenant [Commercial], recorded in the Official Public Records of Travis County, Texas, as amended.

1. **Written Form.** Easton Park Commercial Association, Inc., a Texas nonprofit corporation (the "Association") shall maintain its records in written form or in electronic form which can be converted into written form.

2. **Request in Writing; Pay Estimated Costs In Advance.** A Member (or an individual identified as a Member's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Member desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Member remit such estimated amount to the Association. The Association will provide a final invoice to the Member on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Member, may be added to the Member's account as an assessment. If the estimated costs exceeded the final invoice amount, the Member is entitled to a refund, and the refund shall be issued to the Member not later than the 30th business day after the date the final invoice is sent to the Member.

3. **Period of Inspection.** Within ten (10) business days from receipt of the written request, the Association must either: (1) provide the copies to the Member; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the ten (10) days along with either: (i) another date within an additional fifteen (15) days on which the records may either be inspected or by which the copies will be sent to the Member; or (ii) a notice that after a diligent search, the requested records are missing and cannot be located.

4. **Confidential Records.** As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Member account or other personal information (except addresses) unless the Member requesting the records provides a court order or written authorization from the person whose records are sought.

5. **Attorney Files.** Attorney's files and records relating to the Association are not records of the Association and are not: (a) subject to inspection by the Member; or (b) subject to production in a

legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

**6. Presence of Board Member or Managing Agent; No Removal.** At the discretion of the Board or the Association's managing agent, if any, certain records may only be inspected in the presence of a Board member or employee of the Association's managing agent. No original records may be removed from the office without the express written consent of the Board.

**TEXAS ADMINISTRATIVE CODE**  
**TITLE 1, PART 3, CHAPTER 70**  
**RULE §70.3 - CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION**

(a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).

(b) Copy charge.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette--\$1.00;

(B) Magnetic tape--actual cost;

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--\$1.00;

(F) Non-rewritable CD (CD-R)--\$1.00;

(G) Digital video disc (DVD)--\$3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--\$2.50;

(K) Audio cassette--\$1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

(c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

(1) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.

(2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

(d) Labor charge for locating, compiling, manipulating data, and reproducing public information.

(1) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(e) Overhead charge.

(1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing,  $\$15.00 \times .20 = \$3.00$ ; or Programming labor charge,  $\$28.50 \times .20 = \$5.70$ . If a request requires one hour of labor charge for locating, compiling, and reproducing information ( $\$15.00$  per hour); and one hour of programming labor charge ( $\$28.50$  per hour), the combined overhead would be:  $\$15.00 + \$28.50 = \$43.50 \times .20 = \$8.70$ .

(f) Microfiche and microfilm charge.

(1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the

capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(2) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

(g) Remote document retrieval charge.

(1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(h) Computer resource charge.

(1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10 per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.

(4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows:  $\$10 / 3 = \$3.33$ ; or  $\$10 / 60 \times 20 = \$3.33$ .

(5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

(i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).

(l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(m) These charges are subject to periodic reevaluation and update.

**Source Note:** The provisions of this §70.3 adopted to be effective September 18, 1996, 21 TexReg 8587; amended to be effective February 20, 1997, 22 TexReg 1625; amended to be effective December 3, 1997, 22 TexReg 11651; amended to be effective December 21, 1999, 24 TexReg 11255; amended to be effective January 16, 2003, 28 TexReg 439; amended to be effective February 11, 2004, 29 TexReg 1189; transferred effective September 1, 2005, as published in the Texas Register September 29, 2006, 31 TexReg 8251; amended to be effective February 22, 2007, 32 TexReg 614.

## ATTACHMENT 5

### EASTON PARK COMMERCIAL ASSOCIATION, INC. STATUTORY NOTICE OF RECORDATION OF ASSOCIATION DOCUMENTS

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Master Covenant [Commercial], recorded in the Official Public Records of Travis County, Texas, as amended (the "Master Covenant").

1. **Dedicatory Instruments.** As set forth in Texas Property Code Section 202.001(1), the term "dedicatory instrument" means each document governing a planned unit development or any similar planned development and includes a declaration or similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association; (b) properly adopted rules and regulations of the property owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations.

2. **Recordation of All Documents.** As set forth in Texas Property Code Section 202.006, a property owners' association shall file all dedicatory instruments in the real property records of each county in which the property to which the dedicatory instruments relate is located. A dedicatory instrument has no effect until the instrument is recorded in accordance with this section.

3. **Property Owners Association.** As set forth in Texas Property Code Section 202.001(2), the term "property owners' association" means an incorporated or unincorporated association owned by or whose members consist primarily of the owners of the property covered by the dedicatory instrument and through which the owners, or the board of directors or similar governing body, manage or regulate the planned unit development or similar planned development.

4. **Applicability.** Pursuant to the foregoing, the Association is required to record all dedicatory instruments in the Official Public Records of Travis County, Texas.

## ATTACHMENT 6

### EASTON PARK COMMERCIAL ASSOCIATION, INC. EMAIL REGISTRATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Easton Park Master Covenant [Commercial], recorded in the Official Public Records of Travis County, Texas, as amended and as the same may be amended and supplemented from time to time.

1. **Purpose.** The purpose of this Email Registration Policy is to facilitate the delivery of notices, demands, bills, statements or other written communications under the Documents (“**Written Notices**”) to Members of the Association.

2. **Email Address Registration.** Should any Member desire to receive any and all Written Notices under the Documents through email transmission in lieu of U.S. Mail or personal delivery, it is that Member’s sole responsibility to register an official email address by designating such information in writing to the Secretary of the Association or the Association’s managing agent, if any, at the address for the Association’s or managing agent’s principal office or to such other email address as shall be designated by notice in writing to the Members as the official email address for the Association or the managing agent. It shall be the responsibility of the Member to continue to keep the registered email address updated and current with the Association at all times.

3. **Failure to Register.** A Member may not receive email transmission notifications or communications from the Association should the Member fail to register an official email address with the Association and/or properly and timely update and maintain accurate information with the Association.

4. **Amendment.** The Association may, from time to time, modify, amend or supplement this Policy or any other rules regarding email registration or notifications or communications.



**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

December 14 2016 07:35 AM

FEE: \$ 166.00 **2016206241**

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.  
Jennifer Cook Purcell, Esq.  
DLA PIPER LLP (US)  
401 Congress Ave., Ste 2500  
Austin, Texas 78701  
carey.venditti@dlapiper.com



# EASTON PARK

## DECLARANT REMOVAL AND APPOINTMENT OF DIRECTOR

*Travis County, Texas*

**DECLARANT: CARMA EASTON LLC, a Texas limited liability company**

Cross reference to that certain Easton Park Master Covenant [Commercial], recorded under Document No. 2016206134, in the Official Public Records of Travis County, Texas, as the same may be amended from time to time.



**DECLARANT REMOVAL AND APPOINTMENT OF DIRECTOR**

**CARMA EASTON LLC**, a Texas limited liability company, is the “**Declarant**” under the terms and provisions of that certain **Easton Park Master Covenant [Commercial]**, recorded as Document No. 2016206134 in the Official Public Records of Travis County, Texas (the “**Master Covenant**”), as the same may be amended from time to time.

Pursuant to *Section 3.03* of the Master Covenant, Declarant has the right to appoint and remove all members of the Board of Directors of Easton Park Commercial Association, Inc., a Texas nonprofit corporation (the “**Association**”).

Declarant hereby removes the following individual from the Board of Directors of the Association:

Stephen Bentley

Declarant hereby appoints the following individual to the Board of Directors of the Association:

Alex Papavasiliou

The Board of Directors shall now consist of Logan Kimble, Luke Gosda and Alex Papavasiliou.

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Master Covenant.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED TO BE EFFECTIVE as of the date this Instrument is Recorded.

**DECLARANT:**

**CARMA EASTON LLC**, a Texas limited liability company

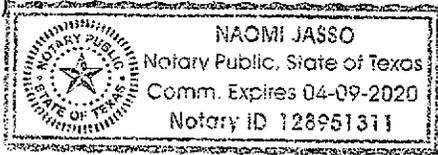
By: [Signature]  
Printed Name: CHAD MATHESON  
Title: CFO

THE STATE OF TEXAS           §  
  §  
COUNTY OF Travis           §

This instrument was acknowledged before me on this 24 day of October, 2017,  
by Chad Matheson, CFO of Carma Easton LLC, a  
Texas limited liability company, on behalf of said limited liability company.

[Signature]  
Notary Public, State of Texas

(seal)



**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

[Signature]

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

November 02 2017 10:17 AM

FEE: \$ 34.00 2017175531



**Forfeiture pursuant to Section 171.309 of the Texas Tax Code  
of  
Easton Park Commercial Association, Inc.**

File Number : 802602106

Certificate / Charter forfeited : January 26, 2018

The Secretary of State finds that:

1. The Secretary has received certification from the Comptroller of Public Accounts under Section 171.302 of the Texas Tax Code indicating that there are grounds for the forfeiture of the taxable entity's charter, certificate or registration; and
2. The Comptroller of Public Accounts has determined that the taxable entity has not revived its forfeited privileges within 120 days after the date that the privileges were forfeited.

Therefore, pursuant to Section 171.309 of the Texas Tax Code, the Secretary of State hereby forfeits the charter, certificate or registration of the taxable entity as of the date noted above and records this notice of forfeiture in the permanent files and records of the entity.



A handwritten signature in black ink, appearing to read "RBP".

Rolando B. Pablos  
Secretary of State

ELECTRONICALLY RECORDED

2018132866

TRV

3

PGS

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.  
Jennifer Cook Purcell, Esq.  
DLA PIPER LLP (US)  
401 Congress Ave., Ste 2500  
Austin, Texas 78701  
carey.venditti@dlapiper.com



EASTON PARK

[COMMERCIAL]

DECLARANT REMOVAL AND APPOINTMENT OF DIRECTORS

*Travis County, Texas*

**DECLARANT: CARMA EASTON LLC, a Texas limited liability company**

**Cross reference to that certain Easton Park Master Covenant [Commercial], recorded under Document No. 2016206134, in the Official Public Records of Travis County, Texas, as the same may be amended from time to time.**



*[COMMERCIAL]*

**DECLARANT REMOVAL AND APPOINTMENT OF DIRECTORS**

**CARMA EASTON LLC**, a Texas limited liability company, is the “**Declarant**” under the terms and provisions of that certain **Easton Park Master Covenant [Commercial]**, recorded as Document No. 2016206134 in the Official Public Records of Travis County, Texas (the “**Master Covenant**”), as the same may be amended from time to time.

Pursuant to *Section 3.03* of the Master Covenant, Declarant currently has the right to appoint and remove all members of the Board of Directors of Easton Park Commercial Association, Inc., a Texas nonprofit corporation (the “**Association**”).

Declarant hereby removes the following individuals from the Board of Directors of the Association:

Logan Kimble

Alex Papavasiliou

Declarant hereby appoints the following individuals to the Board of Directors of the Association:

Chad Matheson

Paige Stockton

The Board of Directors shall now consist of Chad Matheson, Luke Gosda and Paige Stockton.

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Master Covenant.

*[SIGNATURE PAGE TO FOLLOW]*

EXECUTED TO BE EFFECTIVE as of the date this Instrument is Recorded.

**DECLARANT:**

**CARMA EASTON LLC**, a Texas limited liability company

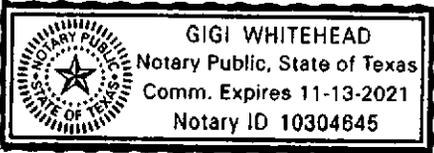
By: *[Signature]*

Printed Name: Chad Matheson

Title: Chief Financial Officer

THE STATE OF TEXAS           §  
  §  
COUNTY OF Travis           §

This instrument was acknowledged before me on this 17<sup>th</sup> day of August, 2018, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal) 

*Gigi Whitehead*  
Notary Public, State of Texas



**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*[Signature]*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

August 21 2018 08:55 AM

FEE: \$ 34.00 2018132866



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Easton Park Commercial Association, Inc.  
File Number: 802602106

The undersigned, as Secretary of State of Texas, hereby certifies that the application for reinstatement for the above named entity has been received in this office and has been found to conform to law. It is further certified that the entity has been reinstated to active status on the records of this office.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 02/04/2019

Effective: 02/04/2019



A handwritten signature in black ink, appearing to read "David Whitley".

David Whitley  
Secretary of State

Form 801  
(Revised 05/11)

Submit in duplicate to:  
Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
512 463-5555  
FAX: 512 463-5709  
Filing Fee: See instructions



This space reserved for office use.

**FILED**  
In the Office of the  
Secretary of State of Texas

FEB 04 2019

Corporations Section

**Application for Reinstatement  
And Request to Set Aside  
Tax Forfeiture**

1. The entity name is: EASTON PARK COMMERCIAL ASSOCIATION, INC.

The entity is a foreign entity that was required to obtain its registration under a name that differs from the legal name stated above. The name under which the entity is registered is:

2. The file number issued to the entity by the secretary of state is: 0802602106

3. The entity was forfeited or revoked under the provisions of the Tax Code on: 1-24-2018  
mm/dd/yyyy

4. The undersigned requests that the forfeiture or revocation of the entity be set aside, and certifies that:

a. The entity has filed each delinquent report that is required by chapter 171 of the Tax Code and has made payment for the tax, penalty, and interest imposed and that is due at the time of this application as evidenced by the attached tax clearance letter; and

b. On the date of forfeiture or revocation, the undersigned person was:

- an officer, director or shareholder of the above-named for-profit or professional corporation; or
- an officer, director, shareholder or member of the above-named professional association; or
- an officer, director, or member of the above-named nonprofit corporation; or
- a member or manager of the above-named limited liability company; or
- a partner of the above-named limited partnership; or
- a trustee or beneficial owner of the above-named statutory or business trust.

**Additional Required Documentation or Filings**

Comptroller of Public Accounts Tax Clearance Letter

Letter of Consent or Amendment to Certificate of Formation or Registration (Required when entity name is no longer available.)

**Execution**

The undersigned declares under penalty of perjury, and the penalties imposed by law for the submission of a materially false or fraudulent instrument, that the undersigned is authorized to make this request; that the statements contained herein are true and correct, and that tax clearance was not obtained by providing false or fraudulent information.

Date: 2-4-19

BY: MARSHA WHITLOCK

Marsha Whitlock  
Signature of authorized person (see instructions)

Printed or typed name of authorized person

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



February 4, 2019

EASTON PARK COMMERCIAL ASSOCIATION, INC.  
300 W 6TH ST STE 2050  
AUSTIN, TX 78701-4236

TAX CLEARANCE LETTER FOR REINSTATEMENT\*

To: Texas Secretary of State  
Corporations Section

Re: EASTON PARK COMMERCIAL ASSOCIATION, INC.  
Taxpayer number: 32062301091  
File number: 0802602106

The referenced entity has met all franchise tax requirements and is eligible for reinstatement through May 15, 2019.

WENDELL HOLMES  
Enforcement - Austin Central  
Field Operations - Enforcement  
(512)463-4931

---

*\*The reinstatement must be filed with the Texas Secretary of State on or before the expiration date of this letter. After this date, additional franchise tax filing requirements must be met, and a new request for tax clearance must be submitted.*

*You can file for reinstatement online at [www.sos.state.tx.us/corp/sosda/index.shtml](http://www.sos.state.tx.us/corp/sosda/index.shtml). Forms and instructions for reinstatement are available at [www.sos.state.tx.us/corp/forms\\_option.shtml](http://www.sos.state.tx.us/corp/forms_option.shtml) or by calling (512) 463-5555. This tax clearance letter must be attached to the reinstatement forms.*



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Easton Park Commercial Association, Inc.  
File Number: 802602106

The undersigned, as Secretary of State of Texas, hereby certifies that the statement of change of registered agent/office for the above named entity has been received in this office and has been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 02/19/2019

Effective: 02/19/2019



A handwritten signature in black ink, appearing to read "David Whitley".

David Whitley  
Secretary of State

**Form 401  
(Revised 05/11)**

Submit in duplicate to:  
Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
512 463-5555  
FAX: 512/463-5709  
**Filing Fee: See instructions**

This space reserved for office use.



**Statement of Change of  
Registered Office/Agent**

**Entity Information**

1. The name of the entity is:

Easton Park Commercial Association, Inc.

*State the name of the entity as currently shown in the records of the secretary of state.*

2. The file number issued to the filing entity by the secretary of state is: 802602106

3. The name of the registered agent as currently shown on the records of the secretary of state is:

Carey Gunn Venditti

Registered Agent Name

The address of the registered office as currently shown on the records of the secretary of state is:

<u>300 West 6th Street, Suite 2050</u>	<u>Austin</u>	<u>TX</u>	<u>78701</u>
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

**Change to Registered Agent/Registered Office**

4. The certificate of formation or registration is modified to change the registered agent and/or office of the filing entity as follows:

Registered Agent Change

(Complete either A or B, but not both. Also complete C if the address has changed.)

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

**OR**

B. The new registered agent is an individual resident of the state whose name is:

<u>Matthew</u>	<u>Chase</u>		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>

Registered Office Change

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

<u>11501 Alterra Parkway, Suite 100</u>	<u>Austin</u>	<u>TX</u>	<u>78758</u>
<i>Street Address (No P.O. Box)</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

The street address of the registered office as stated in this instrument is the same as the registered agent's business address.

### Statement of Approval

The change specified in this statement has been authorized by the entity in the manner required by the BOC or in the manner required by the law governing the filing entity, as applicable.

### Effectiveness of Filing (Select either A, B, or C.)

- A.  This document becomes effective when the document is filed by the secretary of state.
- B.  This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_
- C.  This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

The following event or fact will cause the document to take effect in the manner described below:

### Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 2/10/2019

EASTON PARK COMMERCIAL ASSOCIATION, INC.,  
a Texas nonprofit corporation

By



Signature of authorized person

Luke Gosda, Secretary

Printed or typed name of authorized person (see instructions)

**EASTON PARK COMMERCIAL ASSOCIATION, INC.**

**ACCEPTANCE OF APPOINTMENT  
AND  
CONSENT TO SERVE AS REGISTERED AGENT**

I acknowledge, accept and consent to my designation and appointment as registered agent in the State of Texas for Easton Park Commercial Association, Inc.

I am a resident of the State of Texas and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of Easton Park Commercial Association, Inc.; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if I resign.

DocuSigned by:  
  
D0FC7303377543E...  
Matthew Chase

Date: 2/10/2019

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



*Dana DeBeauvoir*

Dana DeBeauvoir, County Clerk  
Travis County, Texas

Dec 02, 2019 04:23 PM Fee: \$34.00

**2019188991**

\*Electronically Recorded\*

After Recording, Return To:

William P. McLean  
McLean & Howard, L.L.P.  
901 S. Mopac Expressway  
Building 2, Suite 225  
Austin, Texas 78746

**EASTON PARK**

**[COMMERCIAL]**

*A Commercial Master Planned Community in  
Travis County, Texas*

**DECLARANT REMOVAL AND APPOINTMENT OF DIRECTORS AND OFFICERS**

**DECLARANT: CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Master Covenant [Commercial], recorded as Document No. 2016206134 in the Official Public Records of Travis County, Texas, as may be amended from time to time.



**[COMMERCIAL]**

**DECLARANT REMOVAL AND APPOINTMENT OF DIRECTORS AND OFFICERS**

**CARMA EASTON LLC**, a Texas limited liability company, is the “**Declarant**” under the terms and provisions of that certain Easton Park Master Covenant [Commercial], recorded as Document No. 2016206134 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the “**Master Covenant**”).

Pursuant to *Section 3.03* of the Master Covenant, Declarant currently has the right to appoint and remove all Officers and members of the Board of Directors of Easton Park Commercial Association, Inc., a Texas nonprofit corporation (the “**Association**”).

Declarant hereby removes the following individual from the Board of Directors of the Association:

Luke Gosda

Declarant hereby appoints the following individual to the Board of Directors of the Association:

Matt McCafferty

The Board of Directors shall now consist of Chad Matheson, Matt McCafferty, and Paige Kamel.

Declarant hereby appoints the following individuals to the Officer positions herein below:

Chad Matheson – President  
Matt McCafferty - Vice-President  
Paige Kamel - Secretary/Treasurer

All prior appointments of Officers are hereby revoked as of the Recording of this instrument.

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Master Covenant.

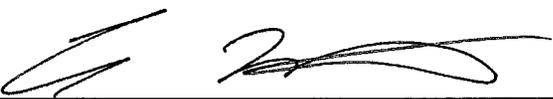
**[SIGNATURE PAGE FOLLOWS]**

[SIGNATURE PAGE TO DECLARANT REMOVAL AND APPOINTMENT OF DIRECTORS AND OFFICERS]

EXECUTED to be effective as of the date this instrument is Recorded.

**DECLARANT:**

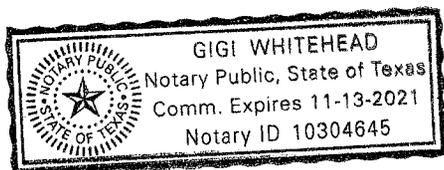
**CARMA EASTON LLC,**  
a Texas limited liability company

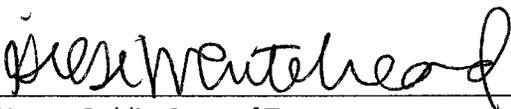
By:   
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS                   §

This instrument was acknowledged before me on this 2nd day of December 2019, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)



  
Notary Public, State of Texas

---

**Easton Park Commercial Association, Inc.**

**Action of Board of Directors by Unanimous Consent**

---

The undersigned, being all of the Board of Directors of Easton Park Commercial Association, Inc., a Texas nonprofit corporation (the "Association"), do hereby adopt the following resolution effective as of May 5/1, 2020.

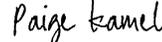
UNANIMOUSLY RESOLVED: The Board of Directors hereby adds a fourth director position. In accordance with Section 3.1(a) of the Bylaws of the Association, the number of Directors shall be determined by the Board of Directors from time to time, but shall not be less than three in number.

The signing of this Unanimous Consent shall constitute full ratification and approval of the content hereof by all Directors, as well as waiver of notice and waiver of a meeting by all Directors.

This Unanimous Consent may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same instrument. This Unanimous Consent shall be filed in the minute book of the Association and become a part of the records of the Association.

DocuSigned by:  
  
5A1E85B2AEDC44C  
\_\_\_\_\_  
Scott Turner, Director

DocuSigned by:  
  
535B8284A98E47B  
\_\_\_\_\_  
Matthew McCafferty, Director

DocuSigned by:  
  
90B5E958226B443  
\_\_\_\_\_  
Paige Kamel, Director

DocuSigned by:  
  
3EC148D1D8BE49B  
\_\_\_\_\_  
Blake McAlister, Director

After Recording, Return To:

William P. McLean  
McLean & Howard, L.L.P.  
901 S. Mopac Expressway  
Building 2, Suite 225  
Austin, Texas 78746



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

Dana DeBeauvoir, County Clerk  
Travis County, Texas

May 21, 2020 03:45 PM Fee: \$34.00

**2020082381**

\*Electronically Recorded\*

**EASTON PARK**

*A Master Planned Community in  
Travis County, Texas*

**DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS**

**DECLARANT: CARMA EASTON LLC**, a Texas limited liability company

Cross reference to that certain Easton Park Master Covenant [Commercial], recorded as Document No. 2016206134 in the Official Public Records of Travis County, Texas, as may be amended from time to time.



**DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS**

**CARMA EASTON LLC**, a Texas limited liability company, is the “**Declarant**” under the terms and provisions of that certain Easton Park Master Covenant [Commercial], recorded as Document No. 2016206134 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the “**Master Covenant**”).

Pursuant to *Section 3.03(a)* of the Master Covenant, Declarant currently has the right to appoint and remove all Officers and members of the Board of Directors of Easton Park Commercial Association, Inc., a Texas nonprofit corporation (the “**Association**”).

Declarant hereby appoints the following individuals to the Board of Directors of the Association:

Scott Turner  
Matthew McCafferty  
Paige Kamel  
Blake McAlister

Declarant hereby appoints the following individuals to the Officer positions herein below:

Scott Turner – President  
Matthew McCafferty – Vice President  
Paige Kamel – Secretary  
Blake McAlister – Treasurer

All prior appointments of Officers are hereby revoked as of the Recording of this instrument.

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Master Covenant.

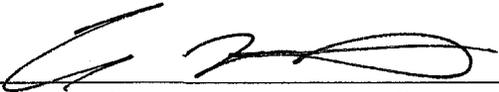
[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS FOR EASTON PARK COMMERCIAL ASSOCIATION, INC.]

EXECUTED to be effective as of the date this instrument is Recorded.

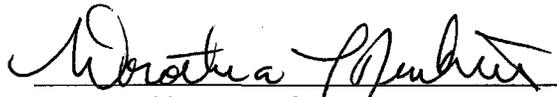
**DECLARANT:**

**CARMA EASTON LLC,**  
a Texas limited liability company

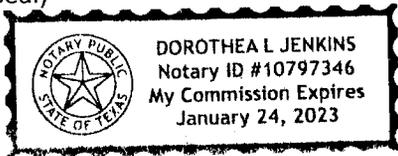
By:   
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS                    §  
   §  
COUNTY OF TRAVIS                   §

This instrument was acknowledged before me on this 19<sup>th</sup> day of May, 2020, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

  
Notary Public, State of Texas

(seal)



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



*Dana DeBeauvoir*

Dana DeBeauvoir, County Clerk  
Travis County, Texas

Jun 04, 2021 10:11 AM Fee: \$34.00

**2021125060**

\*Electronically Recorded\*

After Recording, Return To:

William P. McLean  
Leslie Keyser  
McLean & Howard, L.L.P.  
901 S. Mopac Expressway  
Building 2, Suite 225  
Austin, Texas 78746

**EASTON PARK**

*A Master Planned Community in  
Travis County, Texas*

**DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS**

**DECLARANT: CARMA EASTON LLC, a Texas limited liability company**

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Pursuant to *Section 3.03(a)* of the Master Covenant, Declarant currently has the right to appoint and remove all Officers and members of the Board of Directors of Easton Park Commercial Association, Inc., a Texas nonprofit corporation (the “**Association**”).

Declarant hereby appoints the following individuals to the Board of Directors of the Association:

Board of Directors  
Matthew McCafferty  
Michael Lobo  
Blake McAlister  
AJ Zorn

Declarant hereby appoints the following individuals to the Officer positions herein below:

Matthew McCafferty – President  
AJ Zorn – Vice President  
Michael Lobo – Secretary  
Blake McAlister – Treasurer

All prior appointments of Directors and Officers are hereby and the named Directors and Officers above are appointed as of the Recording of this instrument.

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Master Covenant.

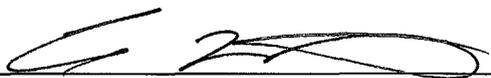
[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS FOR EASTON PARK COMMERCIAL ASSOCIATION, INC.]

EXECUTED to be effective as of the date this instrument is Recorded.

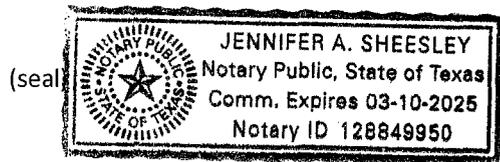
**DECLARANT:**

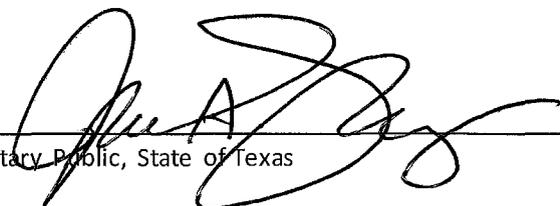
**CARMA EASTON LLC,**  
a Texas limited liability company

By:   
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS                   §

This instrument was acknowledged before me on this 3rd day of June, 2021, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.



  
Notary Public, State of Texas