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UPDATED AS OF JUNE 5, 2019

EP RESIDENTIAL CONDOMINIUMS

1. Easton Park Notice of Annexation [EP Residential Condominiums], recorded as Document No. 2019032243, Official Public Records of Travis County, Texas.
2. Condominium Information Statement for EP Residential Condominiums, which includes the following:
 - A. Easton Park Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2019032680, Official Public Records of Travis County, Texas.
 - i. First Amendment to Easton Park Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2019081452, Official Public Records of Travis County, Texas.
 - B. Certificate of Formation of EP Residential Condominiums Association, Inc., filed on February 21, 2019 with the Texas Secretary of State.
 - C. EP Residential Condominiums Policy Manual, recorded as Document No. 2019032681, Official Public Records of Travis County, Texas.
 - D. Proposed budget for EP Residential Condominiums Association, Inc.
 - E. Owner's Limited Warranty
3. Management Certificate for EP Residential Condominiums Association, Inc., recorded as Document No. 2019032793, Official Public Records of Travis County, Texas.
4. Consent of Directors in Lieu of Organizational Meeting

AFTER RECORDING RETURN TO:

Jennifer Cook Purcell, Esq.
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401 Congress Ave., Ste 2500
Austin, Texas 78701
Jennifer.purcell@dlapiper.com



**NOTICE OF ANNEXATION
[EP RESIDENTIAL CONDOMINIUMS]**

*A Mixed-Use Master Planned Community
Travis County, Texas*

DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Cross reference to 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 may be amended from time to time.

EASTON PARK
[EP RESIDENTIAL CONDOMINIUMS]



NOTICE OF ANNEXATION
[EP RESIDENTIAL CONDOMINIUMS]

This Notice of Annexation [EP Residential Condominiums] 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, Block B of Easton Park Subdivision, Section 2A.1, a subdivision recorded in Document No. 201700254, Official Public Records of Travis County, Texas; Lot 2, Block B of Easton Park Subdivision, Section 2A, a subdivision recorded in Document No. 201600229, Official Public Records of Travis County, Texas; and Lot 3, Block B of Easton Park Subdivision, Section 2A.2, a subdivision recorded in Document No. 201700253, Official Public Records of Travis County, Texas (collectively, the "**Development Area**"). Pursuant to that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 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 notice of annexations 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 Amended and Restated Community Enhancement Covenant, recorded under Document No. 2016027463 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 Master 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 Area is subject to the terms and provisions of the Community Enhancement Covenant.

3. **Development Area.** The Development Area described and identified in *Paragraph 1* hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

4. **Property Incorporated Into Development.** The provisions of the Master Covenant and the Community Enhancement Covenant shall apply to the Development Area. The Development Area 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 and the Community Enhancement Covenant.

5. **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 date this instrument is Recorded.

DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: [Signature]
Chad Matheson, Chief Financial Officer

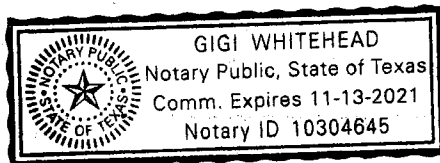
THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 7th day of march, 2019, by Chad Matheson, Chief Financial Officer of Carma Easton LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)



[Signature]
Notary Public, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

March 08 2019 10:28 AM

FEE: \$ 42.00 **2019032243**

REMOVE EXECUTED PAGE AND RETAIN IN SELLER'S FILES

CONDOMINIUM INFORMATION STATEMENT



EP RESIDENTIAL CONDOMINIUMS

PURCHASER'S AFFIRMATION AND RECEIPT OF CONDOMINIUM DOCUMENTS

I/WE, THE UNDERSIGNED PURCHASER(S), HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

- (A) THAT ON THE DATE SHOWN BELOW I/WE RECEIVED THE FOLLOWING INFORMATION FOR EP RESIDENTIAL CONDOMINIUMS:
- A. CONDOMINIUM INFORMATION STATEMENT;
 - B. DEVELOPMENT AREA DECLARATION AND DECLARATION OF CONDOMINIUM REGIME FOR EP RESIDENTIAL CONDOMINIUMS, AS AMENDED;
 - C. CERTIFICATE OF FORMATION – EP RESIDENTIAL CONDOMINIUMS ASSOCIATION, INC.;
 - D. POLICY MANUAL;
 - E. PROPOSED BUDGET;
 - F. LIMITED WARRANTY; AND,
 - G. DISCLOSURE OF INSURANCE COVERAGE
- (B) I/WE (1) RECEIVED A CONDOMINIUM INFORMATION STATEMENT FROM THE SELLER/EP CONDO DECLARANT BEFORE I/WE SIGNED THE PURCHASE AGREEMENT AND/OR (2) SIGNED A PURCHASE AGREEMENT THAT CONTAINED AN UNDERLINED OR BOLD-PRINT PROVISION ACKNOWLEDGING MY RECEIPT OF THE CONDOMINIUM INFORMATION STATEMENT AND RECOMMENDING THAT I/WE READ THE CONDOMINIUM INFORMATION STATEMENT BEFORE EXECUTING THE PURCHASE AGREEMENT AND/OR (3) HAVE RECEIVED THE CONDOMINIUM INFORMATION STATEMENT ON THE DATE INDICATED BELOW.
- (C) HAVING RECEIVED THE CONDOMINIUM INFORMATION STATEMENT PRIOR TO EXECUTING THE PURCHASE AGREEMENT, I/WE DO NOT HAVE THE RIGHT OF RESCISSION AFFORDED PURSUANT TO SECTION 82.156(B) OF THE TEXAS UNIFORM CONDOMINIUM ACT.
- (D) EVEN THOUGH I/WE MAY HAVE SEEN OR BEEN SHOWN A RENDERING OF MODEL AND/OR FURNISHED UNIT, I/WE HAVE RECEIVED NO PROMISE OR REPRESENTATION FROM THE SELLER OR ANY OF ITS REPRESENTATIVES THAT I/WE WILL RECEIVE AS PART OF MY PURCHASE ANY SUCH DECORATIONS OR FURNISHINGS DEPICTED IN SUCH RENDERINGS.

(E) I/WE HAVE RECEIVED THE CONDOMINIUM INFORMATION STATEMENT IN (CHECK ONE):

☐ PAPER FORM, ☐ ELECTRONIC FORM; OR ☐ IN CD FORM.

(F) IF WE ELECT TO RECEIVE AND HAVE RECEIVED THE CONDOMINIUM INFORMATION STATEMENT IN ELECTRONIC OR CD FORM, I/WE: (I) WERE PRESENTED A PAPER COPY OF THE CONDOMINIUM INFORMATION STATEMENT AND GIVEN THE OPPORTUNITY TO READ THE CONDOMINIUM INFORMATION STATEMENT BEFORE EXECUTING THE PURCHASE AGREEMENT AND THIS AFFIRMATION; (II) HAVE ACCESS TO (A) ADOBE ACROBAT READER 5.0 OR COMPATIBLE VERSION, (B) ADOBE ACROBAT COMPATIBLE PRINTER AND (C) A CPU SUFFICIENT TO HANDLE THE FOREGOING SOFTWARE; (III) UNDERSTAND HOW TO ACCESS AND READ THE DOCUMENTS DELIVERED BY SUCH FORM OF ALTERNATIVE MEDIA; AND (IV) WILL BE ABLE TO ACCESS THE DOCUMENTS PROVIDED BY ALTERNATIVE MEDIA.

PURCHASER 1:

Date I received the items set forth in subparagraph (A) above: _____, 20__

Signed: _____

Printed Name: _____

Date Signed: _____

PURCHASER 2:

Date I received the items set forth in subparagraph (A) above: _____, 20__

Signed: _____

Printed Name: _____

Date Signed: _____

EP RESIDENTIAL CONDOMINIUMS

DISCLOSURE OF INSURANCE COVERAGE

**PURCHASER, READ THIS DOCUMENT FOR YOUR OWN PROTECTION,
THIS DISCLOSURE CONTAINS IMPORTANT INFORMATION YOU
SHOULD BE AWARE OF BEFORE PURCHASING A UNIT.**

General:

The Declaration for this community requires the Association to purchase, as a common expense, certain insurance coverages and/or bonds for the benefit of Unit Owners. The initial policies will be purchased by EP Condo Declarant, for the benefit of the Association, owners and mortgagees.

You are strongly encouraged to read the specific provisions of the Declaration and to consult with your own insurance agent concerning those provisions and any insurance policies you should obtain in connection with the purchase of your Unit. While this disclosure highlights some of the necessary insurance, it is no substitution for the Declaration. The Declaration shall control over anything contained herein.

The Units:

The Association will not provide any insurance coverage on any Units. Each Owner of a Unit is solely responsible for obtaining coverage for all improvements within a Unit.

Exclusions from Coverage:

The Association does not provide liability coverage for accidents or occurrences that occur within the Units.

The Association does not provide Owners, Residents or invitees with coverage for household and personal property (including but not limited to jewelry, fine art, automobiles, fixtures and/or other personal property), in or on any Unit, or for additional living expenses, personal injury, loss assessment coverage and/or business interruptions or mold coverage.

Consult your Own Agent:

Because of various exclusions in the Association's policies, you should consult with your own agent about purchasing a policy to cover those exposures.

Rights of EP Condo Declarant:

EP Condo Declarant reserves the right to amend, in writing, the terms of this Disclosure. If the change may adversely affect a purchaser under a contract who has received the Disclosure but who has not yet closed, EP Condo Declarant will endeavor to furnish a copy of the amendment to that Purchaser before closing. This Disclosure may not be changed or modified orally by any agent or representative of either the EP Condo Declarant or any builder.

Acknowledgment and Consent:

If Purchaser does not understand any aspect of this Disclosure or any other materials provided in connection with the sale of the Units, the Purchaser should obtain competent legal counsel and/or seek the advice of their insurance professional.

PURCHASER 1:

Date I received the items set forth in subparagraph (A) above: _____, 20__

Signed: _____

Printed Name: _____

Date Signed: _____

PURCHASER 2:

Date I received the items set forth in subparagraph (A) above: _____, 20__

Signed: _____

Printed Name: _____

Date Signed: _____

CONDOMINIUM INFORMATION STATEMENT



EP RESIDENTIAL CONDOMINIUMS

ISSUED JUNE 5, 2019

**PURCHASER'S AFFIRMATION AND RECEIPT OF CONDOMINIUM
DOCUMENTS LOCATED ON PREVIOUS PAGES. ONCE
EXECUTED BY PURCHASER, AFFIRMATIONS MUST BE
REMOVED AND RETAINED IN SELLER'S FILES.**

**PURCHASER, READ THIS DOCUMENT FOR YOUR OWN PROTECTION.
IT CONTAINS INFORMATION REQUIRED BY STATUTE FOR CONDOMINIUM REGIMES
CREATED IN TEXAS AFTER JANUARY 1, 1994.**

NAME OF CONDOMINIUMS: EP Residential Condominiums

LOCATION OF CONDOMINIUMS: 7708 Colton Bluff Road, Austin, Texas 78744

PROPERTY SUBMITTED: All that parcel of land described as Lot 1, Block B, Easton Park Subdivision, Section 2A.1, a subdivision Recorded in Document Number 201700254, Official Public Records of Travis County, Texas; All that parcel of land described as Lot 2, Block B, Easton Park Subdivision, Section 2A, a subdivision Recorded in Document Number 201600229, Official Public Records of Travis County, Texas; All that parcel of land described as Lot 3, Block B, Easton Park Subdivision, Section 2A.2, a subdivision Recorded in Document Number 201700253, Official Public Records of Travis County, Texas

NAME OF EP CONDO DECLARANT: **CARMA EASTON LLC**, a Texas limited liability company

ADDRESS OF EP CONDO DECLARANT: 11501 Alterra Parkway, Ste. 100, Austin, TX 78758

EFFECTIVE DATE OF CONDOMINIUM INFORMATION STATEMENT: June 5, 2019

This Condominium Information Statement presents certain information regarding the condominium development and the Units being offered for sale by CARMA EASTON LLC, a Texas limited liability company. It consists of two parts, a narrative portion and an exhibits portion. The exhibits include legal documents that are required for the creation and operation of the condominium. The exhibits will control in the event of any inconsistency between the exhibits and the narrative.

The Condominium Information Statement is not intended to be all-inclusive or to address every significant feature of the condominium. Because purchasing real property is an important decision, the purchaser is encouraged to review this Condominium Information Statement with an attorney and to consult other sources for information not covered by this Condominium Information Statement.

Under limited circumstances, a purchaser has a six-day period after receiving the Condominium Information Statement during which the purchaser may cancel the contract of sale and obtain full refund of any money deposited in connection with the contract. This right to cancel does not apply if the purchaser received the Condominium Information Statement before signing the contract or if the contract contains an underlined or bold-print provision acknowledging the purchaser's receipt of the Condominium Information Statement and recommending that the purchaser read the Condominium Information Statement before signing the contract. If the purchaser elects to cancel, notice of cancellation must be given pursuant to Section 82.156 of the Texas Uniform Condominium Act.

Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, Recorded in the Official Public Records of Travis County, Texas, and attached hereto and incorporated herein by reference as Exhibit A, as amended and supplemented (the "**Declaration**").

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LIST OF EXHIBITS:

EXHIBIT A	<u>Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums</u> , Recorded in the Official Public Records of Travis County, Texas, as amended
EXHIBIT B	Certificate of Formation of EP Residential Condominiums Association, Inc.
EXHIBIT C	Policy Manual of EP Residential Condominiums
EXHIBIT D	Proposed budget for EP Residential Condominiums Association, Inc.
EXHIBIT E	Owner's Limited Warranty



EP RESIDENTIAL CONDOMINIUMS
CONDOMINIUM INFORMATION STATEMENT

I. NAMES & ADDRESSES

A. EP CONDO DECLARANT:

EP CONDO DECLARANT: CARMA EASTON LLC, a Texas limited liability company

Address: 11501 Alterra Parkway, Ste. 100, Austin, TX 78758

B. CONDOMINIUM PROJECT INFORMATION:

Name: EP Residential Condominiums

Physical Location:

7708 Colton Bluff Road
Austin, Texas 78744

Mailing and Community Manager's address:

Matthew Chase, Community Manager
Brookfield Residential Properties
11501 Alterra Parkway, Suite 100
Austin, TX 78758

II. NARRATIVE PORTION

A. CONDOMINIUM OWNERSHIP

EP Residential Condominiums utilize the condominium form of ownership. All of the land, driveways and any private streets and other Improvements not defined as Units under the Declaration are Common Elements of the Regime and are owned collectively (in undivided interests) by the Owners and maintained by the Association as a common expense, unless otherwise specified in the Declaration.

Each Unit includes the spaces and improvements within the lower, upper, and lateral boundaries defined in *Section 5.03(a)* of the Declaration, including without limitation the Dwelling, the roof and foundation of the Dwelling, landscaping, driveways, sidewalks, yards, utility lines and meters and all other Improvements located within the Unit. In addition to the Dwelling and the Improvements within the Unit, each Unit also includes Improvements, fixtures, and equipment serving the Dwelling or Unit exclusively, whether located within, outside, or below the Unit, whether or not attached to or contiguous with the Dwelling, including but not limited to any below-grade foundation, piers, retaining walls, fence, or other structural supports; plumbing, sewerage, and utility lines, pipes, drains, and conduits; landscape irrigation and subterranean components of plant material, including roots of trees on the Unit; and any other below-grade item that serves or supports the Dwelling or Unit exclusively.

Not a Typical Condominium Unit

Although a Unit resembles a platted lot: (i) a Unit does not include land; (ii) the conveyance of a Unit is not a metes and bounds conveyance of land; and (iii) the creation of a Unit does not constitute a subdivision of land. Instead, each Unit is the surface of a designated piece of land, and everything above the surface for 50 feet, and anything below the surface that serves or supports the above-surface Improvements.

B. PROPERTY/UNITS

The property ("**Property**") initially submitted to the terms of the Declaration is all that parcel of land described as Lot 1, Block B, Easton Park Subdivision, Section 2A.1, a subdivision Recorded in Document Number 201700254, Official Public Records of Travis County, Texas; all that parcel of land described as Lot 2, Block B, Easton Park Subdivision, Section 2A, a subdivision Recorded in Document Number 201600229, Official Public Records of Travis County, Texas; and, all that parcel of land described as Lot 3, Block B, Easton Park Subdivision, Section 2A.2, a subdivision Recorded in Document Number 201700253, Official Public Records of Travis County, Texas, as described on Exhibit A of the Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, a subdivision in Travis County, Texas, according to the map or plat thereof Recorded as Document No. 2019032680 of the Official Records of Travis County, Texas, as amended (the "**Declaration**").

The condominium established by the Declaration includes two hundred and forty-five (245) Units. Until the expiration of the Development Period, EP Condo Declarant or its Affiliates or Designee(s), as permitted in Appendix "A", has reserved the right to create a maximum of two thousand (2,000) Units on the Property.

C. THE OWNERS ASSOCIATION

EP Residential Condominiums Association, Inc. (the "**Association**"), is the Texas nonprofit corporation that will administer the Regime. During the "Declarant Control Period", as defined in the Declaration, EP Condo Declarant will retain certain rights regarding operation and administration of the Association, including the right to appoint and remove all directors and officers of the Association. The Declaration and the Texas Uniform Condominium Act provide for a two-step transition process to resident control of the Association. The first step occurs within 120 days after 50% of the Units that may be created under the Declaration have been conveyed to Owners other than EP Condo Declarant. Within this 120 day period, the current Board of the Association will call a meeting of all Owners. At this meeting the Owners other than EP Condo Declarant will elect one Board member out of a three (3) person Board. EP Condo Declarant will retain the right to appoint and remove the remaining two (2) Board members. The second step occurs within 120 days after 75% of the Units that may be created under the Declaration have been conveyed to Owners other than EP Condo Declarant. Within this 120 day period, the current Board of the Association will call a meeting of all Unit Owners. At this meeting the Owners, including EP Condo Declarant, will elect the entire Board. The Declarant Control Period is described in "Appendix A" to the Declaration.

The Declaration requires that certain claims be resolved by binding arbitration, specifically claims relating to the design and construction of Units, Common Elements, or any improvement within the condominium regime. Claims that must be resolved by binding arbitration are defined in *Section 21.01* of the Declaration. This means that all such claims will be decided by a third-party and not a judge or jury. *Article 21* of the Declaration includes additional and specific procedures that must be followed in the event a claim is brought by the Association or any owner of a Unit. In addition, the Association does not have the right or authority to institute, defend, intervene in, settle or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Unit owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 21.01* of the Declaration, relating to the design or construction of a Unit (whether one or more).

D. REGULAR ASSESSMENTS

Owners of Units will pay monthly Regular Assessments to the Association. Regular Assessments are collected to discharge estimated costs and expenses to be incurred by the Association to maintain certain Common Elements and to operate and administer the Association and the Regime. The estimated monthly Regular Assessment for a Unit for the first fiscal year of the Association is reflected on the Budget attached as Exhibit D to this Condominium Information Statement.

E. SQUARE FOOTAGE OF UNITS

The legal boundaries of each Unit are established by the Declaration and the plat and plans attached as Exhibit B to the Declaration. Each Owner acknowledges that the square footage of the living areas of a Unit will differ from the legal boundaries of a Unit established by the Declaration. EP Condo Declarant has not made any representation of the square footage of any residence or Improvements constructed within a Unit.

F. RESERVE FUND CONTRIBUTION

The Declaration requires the purchaser of each Unit to contribute fifty dollars (\$50.00) to the Association's reserve fund (the "**Reserve Fund Contribution**"). Payment of the Reserve Fund Contribution is not an advance payment of monthly Regular Assessments. EP Condo Declarant will not use the Reserve Fund Contribution to cover the Association's operational expenses during the Declarant Control Period.

G. EASEMENTS, RESTRICTIONS, LIENS, LEASES OR ENCUMBRANCES

Title to each Unit and all Common Elements is subject to all easements, restrictions, liens, leases and encumbrances Recorded against the Property. A description of such Recorded easements, restrictions, liens, leases and encumbrances is attached to the Declaration as Exhibit C. In addition, as set forth in *Section 4.02* of the Declaration, title to each Unit and all Common Elements is subject to the *Declaration of Easements and Restrictive Covenants Regarding the Maintenance of Drainage Facilities for Easton Park 2A*, recorded as Document 2016149175 of the Official Public Records of Travis County, Texas. These instruments should also be listed in Schedule B of the title commitment that you may receive in connection with your purchase. You may ask the title company handling your Unit closing to provide you with copies of all the Recorded instruments affecting title to your Unit and appurtenant Common Elements. You are encouraged to review the title instruments before closing.

In addition to the easements, restrictions, liens, leases and encumbrances Recorded against the Property, in accordance with the terms and provisions of the Declaration, title to each Unit and the Common Elements of the Regime will be subject to the following easements:

- easements, reserved for the benefit of the EP Condo Declarant (and any assignee) and the Owner of the Dominant Unit, over the Zero Lot Line Easement Area pursuant to *Section 6.02* of the Declaration;
- easement, reserved for the benefit of the Owners, of access, ingress, egress, use and enjoyment of the Common Elements of the Regime pursuant to *Section 3.03* and *Section 3.05* of the Declaration;
- easement, reserved for the benefit of the Unit Owners, to the extent reasonably necessary to maintain or reconstruct the Units pursuant to *Section 3.04* of the Declaration, and for cooperative support pursuant to *Section 3.08* of the Declaration;
- easement, reserved for the benefit of the Owners, of encroachment pursuant to *Section 3.07* of the Declaration;
- easements of access and entry, reserved to the Association, pursuant to *Section 3.09* of the Declaration;
- right reserved by the EP Condo Declarant to grant permits, licenses and easements for utilities and other purposes reasonably necessary for the proper operation of the Regime pursuant to *Section 3.10* of the Declaration;
- easement, reserved by the EP Condo Declarant, for providing utilities and services to the Future Development Area and for the development, construction, erection, replacement, maintenance, or

removal of any Improvements located or to be located within the Future Development Area and for vehicular and pedestrian ingress and egress to and from the Future Development Area pursuant to *Section 3.11* of the Declaration;

- easement, reserved by the EP Condo Declarant, to inspect, monitor, test, redesign, correct and relocate structures, Improvements or conditions on the Property pursuant to *Section 3.12* of the Declaration;
- easements of use, enjoyment, access and entry of the Park Common Element to all Members of the Master Association pursuant to *Section 6.05* of the Declaration;
- easements of access and entry, reserved to the Master Association, to maintain the Park Common Elements as Common Area pursuant to *Section 6.05* of the Declaration;
- easement of access and entry, reserved to the Master Association, for the purpose of providing landscaping services to the Section 2A Landscaping Service Area pursuant to *Section 6.06* of the Declaration;
- right and easement, reserved by the EP Condo Declarant, to inspect, correct, and adjust the Association financial records and accounts, pursuant to *Section 7.14* of the Declaration;
- easement, reserved by the EP Condo Declarant for the placement of signs and other marketing materials, to hold marketing events and promotional activities, and to conduct certain other marketing activities pursuant to Appendix "A" of the Declaration; and,
- easement, reserved by the EP Condo Declarant for the purposes of constructing, maintaining, inspecting, managing, and marketing the Property, and for discharging EP Condo Declarant's obligations under the Act pursuant to Appendix "A" of the Declaration.

The Declaration also establishes a lien in favor of the Association to secure the payment of assessments to the Association. The Master Covenant establishes a lien in favor of the Master Association to secure the payment of Master Assessments to the Master Association.

H. WARRANTY

The Owner's Limited Warranty for a Unit within EP Residential Condominiums is attached hereto as Exhibit E.

I. NO JUDGMENTS OR SUITS

EP Condo Declarant has no actual knowledge of any unsatisfied judgments against the Regime, nor of any pending suits to which the Association is a party, or which are material to the land title and construction of the Regime.

J. FEES OR CHARGES FOR USE OF COMMON ELEMENTS

The Association may, from time to time, charge Owners and Residents for the use of certain Common Elements within the Property.

K. INSURANCE

EP Condo Declarant, for the benefit of the Association, will obtain a master insurance policy from an insurance carrier chosen by EP Condo Declarant. The effective date of the coverage will be on or before the date

EP Condo Declarant first conveys a Unit to a third party and will expire one year after its effective date. The following information was provided by EP Condo Declarant.

K-1. **Property Insurance:**

The Association will not insure Units, but will obtain property insurance on the insurable General Common Elements and Limited Common Elements serving more than one (1) Unit within the Regime. Each Owner is obligated to obtain and maintain fire and extended coverage on the Owner's Unit and on any Limited Common Element assigned exclusively thereto, in an amount sufficient to cover one-hundred percent (100%) of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. The Association strongly recommends that each Owner and Resident purchase and maintain insurance on such Owner's or Resident's personal belongings.

K-2. **Other Insurance:**

(1) **Commercial General Liability.**

- (a) Bodily Injury and Property Damage Liability - \$1,000,000.00 combined single limit per occurrence.
- (b) Personal Injury Liability & Advertising Injury Liability - \$1,000,000.00.
- (c) Fire Damage Legal Liability - \$100,000.00 limit per any one fire.
- (d) Medical Payment - \$5,000.00 limit per person.

The policy includes an aggregate limit of liability of \$2,000,000.00 bodily injury and property damage combined, covering the common property.

THE ASSOCIATION WILL NOT PROVIDE LIABILITY COVERAGE FOR ACCIDENTS OR OCCURRENCES THAT OCCUR WITHIN A UNIT.

(2) **Directors and Officers Liability.** \$1,000,000.00 combined single limit per occurrence, if EP Condo Declarant or Board of Directors of the Association elects to purchase.

K-3. **Additional Insurance Exclusions:** The following items are examples of items not covered by policies procured by the Association. Each Owner should consult their insurance agent if coverage is desired.

- (1) Additional living expense.
- (2) Personal injury.
- (3) Loss assessment coverage.
- (4) Value of jewelry, furs, silverware, fine art.
- (5) Business interruptions.
- (6) Mold.

L. **BUDGET**

L-1. **Budget.** The projected budget for the first fiscal year of the Association following the date of the first conveyance to a purchaser is attached as Exhibit D to this Condominium Information Statement. An estimate of the monthly Regular Assessment, paid by all Unit Owners is shown on the budget.

L-2. **Preparer.** The budgets were prepared for EP Condo Declarant by the Community Manager.

L-3. **Assumptions About Occupancy.** The projected budget is based on the assumption that all Units are occupied for all or most of the budget year. The Service Area Assessment reflects

maintenance costs to the Master Association to perform the landscaping services required under *Section 6.06* to the initial 55 Units to be constructed in the Regime.

- L-4. Assumptions About Inflation. All budgets are based on a one-hundred percent (100%) net collection rate and the estimates are in current dollars unadjusted for possible inflation.

M. UNIT UTILITIES

- M-1. ELECTRICITY. Each Unit is individually metered for electricity. Electricity service is provided by Bluebonnet Electric. Each Owner or Resident will make payment directly to Bluebonnet Electric for such services. In addition to paying for the Unit's electricity, each Owner will pay a pro rata share of the Association's expenses and costs to supply electricity to the Common Elements, plus a servicing or administrative fee through Regular Assessments.
- M-2. WATER. The water used by all the Units and Common Elements is provided by City of Austin. Each Owner or Resident will make payment directly to the City of Austin for such services. In addition to paying for the Unit's consumption of water, each Owner will pay a pro rata share of the Association's expenses and costs to supply water to the Common Elements, plus a servicing or administrative fee through Regular Assessments.
- M-3. WASTEWATER. Sewer service is provided by City of Austin. Each Owner or Resident will make payment directly to the City of Austin for such services. In addition to paying for the Unit's sewer service, each Owner will pay a pro rata share of the Association's expenses and costs to supply sewer service to the Common Elements, plus a servicing or administrative fee through Regular Assessments.
- M-4. TRASH/RECYCLING. Trash and recycling services are provided by City of Austin. Each Owner or Resident will make payment directly to the City of Austin for such services. In addition, each Owner will pay a pro rata share of the Association's expenses and costs to provide for trash and recycling services to the Common Elements, plus a servicing or administrative fee through Regular Assessments.
- M-5. GAS. Each Unit is individually metered for gas. Gas service is provided by Centerpoint. Each Owner or Resident will make payment directly to Centerpoint for such services.
- M-6. PHONE/CABLE/INTERNET. Phone, cable, and Internet services are provided by a variety of vendors. Each Owner or Resident will make payment directly to their chosen vendor for such services.

N. DEVELOPMENT RIGHTS AND SPECIAL EP CONDO DECLARANT RIGHTS

EP Condo Declarant has reserved certain development rights as more particularly described in the Declaration and Appendix "A" attached to the Declaration. Many of these rights expire upon expiration of the Development Period. The "**Development Period**", as specifically defined in the Declaration, means the seven (7) year period beginning on the date the Declaration is Recorded in the Official Public Records of Travis County, Texas, unless such period is earlier terminated by EP Condo Declarant's recordation of a notice of termination in the Official Public Records of Travis County, Texas. Certain additional rights expire upon expiration of the Declarant Control Period. The Declarant Control Period expires on the earlier to occur of: (i) within one hundred and twenty (120) days after seventy-five percent (75%) of the total number of Units that may be created within the Property and the Future Development Area have been conveyed to Owners other than EP Condo Declarant; or (ii) when, in the sole opinion of EP Condo Declarant, the Association to be established pursuant to the Declaration is viable, self-supporting, and operational. Notwithstanding the forgoing, the Declarant Control Period shall terminate automatically seven (7) years after the date that this Declaration is Recorded.

The following list includes a summary of the rights reserved by EP Condo Declarant until expiration of the Development Period or the Declarant Control Period, as applicable. Please refer to Appendix "A" to the Declaration for a complete description of such rights.

- N-1. Annexation. The Property is subject to expansion by phasing for up to seven (7) years from the date this Declaration is Recorded. During the Development Period, EP Condo Declarant may annex additional property to the Property and into the Regime (including the Future Development Area), and subject such property to this Declaration and the jurisdiction of the Association by Recording a Declaration of Annexation, executed by EP Condo Declarant.
- N-2. Creation of Units. The Property presently contains two hundred and forty-five (245) Units; however, until the expiration of the Development Period, EP Condo Declarant or its Affiliates or Designee(s), as permitted in Appendix "A", has reserved the right to create a maximum of two thousand (2,000) Units on the Property (including the Future Development Area) until full buildout of all phases of the project, which may be located on land added by EP Condo Declarant in accordance with *Section 5.01* of the Declaration.
- N-3. Changes in Development Plan. During the Development Period, EP Condo Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Modifications may include, without limitation, changes in the sizes, styles, configurations, materials, and appearance of Units and Common Elements.
- N-4. Architectural Control. During the Development Period, Master Declarant, as the EP Condo Reviewer, has the absolute right to review and approve all Improvements constructed within the Regime.
- N-5. Transfer Fees. During the Development Period, EP Condo Declarant will not pay transfer-related and resale certificate fees.
- N-6. Website & Property Name. During the Development Period, EP Condo Declarant has the unilateral right to approve or disapprove uses of any website purporting to serve the Regime or the Association, all information available on or through the Regime website, if any, and all uses of the property name by the Association.
- N-7. Fines and Penalties. During the Development Period, neither EP Condo Declarant nor Units owned by EP Condo Declarant are liable to the Association for late fees, fines, administrative charges, or any other charge that may be considered a penalty.
- N-8. Statutory Development Rights. As permitted by the Texas Uniform Condominium Act, EP Condo Declarant has reserved the right: (i) to add real property to the Regime; (ii) to create Units, General Common Elements, and Limited Common Elements within the Regime; (iii) to subdivide Units or convert Units into Common Elements; and (iv) to withdraw from the Regime any portion of the real property marked on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights," provided that no Unit in the portion to be withdrawn has been conveyed to an Owner other than EP Condo Declarant.
- N-9. Amendment. During the Development Period, EP Condo Declarant may amend the Declaration (including, by the Recording of a Declaration of Annexation) without consent of other Owners or any mortgagee, for the following limited purposes: (i) to meet the requirements, standards, or recommended guidelines to enable an institutional or governmental lender to make or purchase mortgage loans on the Units; (ii) to correct any defects in the execution of this Declaration or the other Documents; (iii) to add real property to the Property and into the Regime; (iv) to create Units, General Common Elements, and Limited Common Elements within the Regime; (v) to subdivide, combine, or reconfigure Units or convert Units into Common Elements; (vi) to withdraw from the Regime any portion of the real property marked on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights"; (vii) to resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents; (viii) to

change the name or entity of EP Condo Declarant; (ix) to modify the Common Interest Allocations or the Common Expense Liability, or (x) for any other purpose, provided the amendment has no material adverse effect on any right of any owner.

- N-10. **Additional Rights.** As permitted by the Texas Uniform Condominium Act, EP Condo Declarant has reserved the following rights: (i) the right to complete or make Improvements indicated on the Plat and Plans; (ii) the right to exercise any Development Right permitted by the Act and the Declaration; (iii) the right to make the Property part of a larger condominium or planned community; (iv) the right to use Units owned or leased by EP Condo Declarant as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Regime; and (v) for purposes of promoting, identifying, and marketing the Regime, EP Condo Declarant has reserved an easement and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Regime, including items and locations that are prohibited to other Owners and Resident, as well as the right to sponsor marketing events – such as open houses, MLS tours, and brokers' parties – at the Property to promote the sale of Units. EP Condo Declarant also reserves an easement and right to maintain, relocate, replace, or remove the same from time to time within the Property.
- N-11. **Easement Rights.** EP Condo Declarant has reserved an easement and right of ingress and egress in and through the Common Elements and Units owned or leased by EP Condo Declarant for purposes of constructing, maintaining, managing, and marketing the Regime, and for discharging EP Condo Declarant's obligations under the Texas Uniform Condominium Act and the Declaration.
- N-12. **Appointment of Association Directors and Officers.** During the Declarant Control Period, the right to appoint or remove any EP Condo Declarant-appointed officer or director of the Association.
- N-13. **Additional Easements and Rights.** EP Condo Declarant has reserved the following easements and rights, exercisable at EP Condo Declarant's sole discretion, for the duration of the Development Period: (i) an easement and right to erect, construct, and maintain on and in the Common Elements and Units owned or leased by EP Condo Declarant whatever EP Condo Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, and marketing of the Regime; (ii) the right to sell or lease any Unit owned by EP Condo Declarant; (iii) the right of entry and access to all Units to perform warranty-related work, if any, for the benefit of the Unit being entered, adjoining Units, or Common Elements; (iv) an easement over the entire Property, including the Units, to inspect the Common Elements and all Improvements thereon and related thereto, and to evaluate the maintenance and condition of the Common Elements; (v) the right to provide a reasonable means of access and parking for prospective Unit purchasers in connection with the active marketing of Units by EP Condo Declarant; and (vi) the rights and easements reserved under the Future Development Area Easement, as set forth in *Section 3.11*.

O. MASTER ASSOCIATION MANDATORY MEMBERSHIP

Each Unit is subject to the terms and provisions of 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 (the "**Master Covenant**"). Each Unit Owner is a mandatory member of the Easton Park Master Community, Inc., a Texas nonprofit corporation (the "**Master Association**") and is required to pay assessments to the Master Association in accordance with the Master Covenant. The estimated monthly regular assessments for each Unit payable to the Master Association is set forth in the budget attached as Exhibit D.

P. PARKS WITHIN THE REGIME

Pursuant to *Section 6.05* of the Declaration, **all Members of the Master Association and the public shall have the right and easement to access, use, and enjoy the Park Common Elements.** The Master Association

accepted responsibility for maintenance of the Park Common Elements within Section 2A and will maintain the Park Common Elements as "Common Area" (as defined in the Master Covenant). Under the Declaration, the Master Association, acting through the Board, has the express authority to adopt, amend, repeal, and enforce rules for use of Park Common Elements.

Q. ARCHITECTURAL APPROVAL

EACH OWNER OF A UNIT IS REQUIRED TO SUBMIT PLANS AND SPECIFICATIONS TO THE EASTON PARK REVIEWER FOR APPROVAL UNDER THE MASTER COVENANT, AND TO THE EASTON PARK REVIEWER UNDER THE DECLARATION AS THE EP CONDO REVIEWER. NO IMPROVEMENTS SHALL BE CONSTRUCTED ON ANY UNIT UNTIL SUCH ADVANCE AND WRITTEN APPROVAL IS OBTAINED PURSUANT TO THE MASTER COVENANT AND THE DECLARATION.

R. EXHIBITS

The exhibits include documents that will be Recorded or filed. Because this Condominium Information Statement is issued before those documents have completed the Recording process, executed or file-marked copies of those documents may be included as exhibits. At any time after Recording, EP Condo Declarant may but is not obligated to replace executed or file-marked documents with copies of Recorded documents. The following exhibits are included with this Condominium Information Statement and are incorporated by reference:

EXHIBIT A	Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, Recorded or to be Recorded in the Official Public Records of Travis County, Texas, as amended
EXHIBIT B	Certificate of Formation of EP Residential Condominiums Association, Inc.
EXHIBIT C	Policy Manual of EP Residential Condominiums
EXHIBIT D	Proposed budget for EP Residential Condominiums Association, Inc.
EXHIBIT E	Owner's Limited Warranty

S. TO BE SIGNED AT CLOSING

Except for the items listed below, at closing EP Condo Declarant does not require purchasers to sign documents other than loan-related documents if the purchase is financed.

- Owner's Limited Warranty (Exhibit E to this Condominium Information Statement)
- Acknowledgement of Receipt of Condominium Information Statement, if not previously signed.

T. MISCELLANEOUS

The exhibits which follow this narrative portion provide a more detailed description of the condominiums and the rights and obligations of the Unit Owner. The Purchaser should carefully consider the exhibits, as well as this narrative portion of the Condominium Information Statement. If the Purchaser does not understand any aspect of this Condominium Information Statement, the Purchase Agreement, and any other materials provided in connection with the sale of Units, the Purchaser should consult with competent legal counsel.

EP Condo Declarant reserves the right to amend, in writing, the terms of this Condominium Information Statement. If the change may adversely affect a purchaser under contract who has received a Condominium Information Statement but who has not yet closed, EP Condo Declarant shall furnish a copy of the amendment to that purchaser before closing. This Condominium Information Statement may not be changed or modified orally.

By signing below, EP Condo Declarant certifies that it is the preparer of the narrative portion of this Condominium Information Statement within the meaning of Section 82.152 of the Texas Uniform Condominium Act. EP Condo Declarant has no actual knowledge of any false or misleading statement or any omission of material fact in any portion of this Condominium Information Statement, including the exhibits hereto.

Dated: _____, 2019.

CARMA EASTON LLC,
a Texas limited liability company

By: 
Chad Matheson, Chief Financial Officer

EXHIBIT A

DECLARATION OF CONDOMINIUM REGIME

AFTER RECORDING RETURN TO:

Jennifer Cook Purcell, Esq.
DLA PIPER LLP (US)
401 Congress Ave., Ste 2500
Austin, Texas 78701
jennifer.purcell@dlapiper.com



**DEVELOPMENT AREA DECLARATION AND
DECLARATION OF CONDOMINIUM REGIME FOR
EP RESIDENTIAL CONDOMINIUMS
(A Residential Condominium in Travis County, Texas)**

EP Condo Declarant: CARMA EASTON LLC, a Texas limited liability company

NOTE: THE PROPERTY SUBJECT HERETO IS ALSO SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN: (I) EASTON PARK AMENDED AND RESTATED MASTER COVENANT [RESIDENTIAL], RECORDED AS DOCUMENT NO. 2016027307 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AS AMENDED; AND (II) NOTICE OF ANNEXATION OF EASTON PARK MASTER COVENANT [EP RESIDENTIAL CONDOMINIUMS], RECORDED AS DOCUMENT NO. 2019032243 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THIS DECLARATION WILL CONSTITUTE A DEVELOPMENT AREA DECLARATION UNDER THE MASTER DOCUMENTS, AND THE ASSOCIATION WILL CONSTITUTE A RESIDENTIAL CONDOMINIUM ASSOCIATION AS PERMITTED UNDER THE MASTER DOCUMENTS. MASTER DECLARANT UNDER THE MASTER DOCUMENTS EXECUTES THIS DECLARATION FOR THE PURPOSE OF ACKNOWLEDGING ITS CONSENT TO THE DEVELOPMENT AREA DECLARATION AND THE CONDOMINIUM ASSOCIATION CREATED BY THIS DECLARATION. HOMEBUILDER EXECUTES THIS DECLARATION FOR THE PURPOSE OF ACKNOWLEDGING ITS CONSENT TO THE ASSIGNMENT OF CERTAIN RIGHTS UNDER THIS DECLARATION.

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DEVELOPMENT AREA DECLARATION AND DECLARATION OF CONDOMINIUM REGIME FOR EP RESIDENTIAL CONDOMINIUMS

CARMA EASTON LLC, a Texas limited liability company (the “**EP Condo Declarant**”), is the owner of the tract of land in Travis County, Texas, as more particularly described on Exhibit “A” attached hereto and incorporated herein, together with all Improvements thereon and all easements, rights, and appurtenances thereto (collectively, the “**Property**”). The Property, together with all Improvements thereon and all easements, rights, and appurtenances thereto, is hereby submitted to the terms and provisions of the Texas Condominium Act, Chapter 82 of the Texas Property Code, for the purpose of creating the EP Residential Condominiums.

A. Pursuant to that one certain Notice of Annexation of Easton Park Master Covenant [EP Residential Condominiums], recorded as Document No. 2019032243 in the Official Public Records of Travis County, Texas (the “**Notice of Annexation**”), the Property is subject to the terms and provisions of that certain Easton Park Amended and Restated Master Covenant [Residential], recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas (the “**Master Covenant**”) by **CARMA EASTON, LLC**, a Texas limited liability company as “Declarant” thereunder (hereinafter referred to as the “**Master Declarant**”).

B. The Master Covenant permits Master Declarant to Record Development Area Declarations applicable to specific Development Areas, as those terms are used and defined in the Master Covenant. The terms and conditions set forth in any Development Area Declaration shall be in addition to the covenants, conditions and restrictions of the Master Covenant.

C. In accordance with the Master Declarant’s rights under the Master Covenant, this *Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums* (the “**Declaration**”) shall serve as a “Development Area Declaration” permitted under the Master Covenant and the Property described and identified on Exhibit “A” hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

D. Pursuant to the Declaration, EP Condo Declarant intends to create a residential community subject to the condominium form of ownership (hereinafter referred to as the “**Regime**,” as further defined below) and to carry out a uniform plan for the improvement and development of the Property for the benefit of the present and future owners thereof.

E. EP Condo Declarant further intends to provide a mechanism for the preservation of the Regime and for the maintenance of Common Elements and, to that end, through the Recordation of this Declaration, intends to subject the Property to the covenants, conditions, and restrictions set forth in this Declaration for the benefit of the Property, and each owner thereof, which shall be in addition to the covenants, conditions and restrictions set forth in the Master Covenant.

F. EP Condo Declarant further intends to partially assign certain rights held by EP Condo Declarant to Brookfield Residential Texas Homes, LLC, a Texas limited liability company ("**Homebuilder**"), and by its execution of this Declaration, Homebuilder hereby consents to such partial assignment.

NOW, THEREFORE, it is hereby declared that: (i) the Property, and as known as the Development Area, will be held sold, conveyed, leased, occupied, used, insured, and encumbered with this Declaration, including the representations and reservations of EP Condo Declarant, set forth on Appendix "A", attached hereto, which will run with the Property, together with all Improvements thereon and all easements, rights, and appurtenances thereto, and be binding upon all parties having right, title, or interest in or to such property, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof; (ii) each contract or deed which may hereafter be executed with regard to the Property, or any portion thereof, shall 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) this Declaration shall supplement and be in addition to the covenants, conditions, and restrictions of the Master Covenant. In the event of a conflict between the terms and provision of this Declaration and the Master Covenant, the terms of the Master Covenant will control.

ARTICLE 1 **DEFINITIONS**

Unless otherwise defined in this Declaration, terms defined in Section 82.003 of the Act have the same meaning when used in this Declaration. The following words and phrases, whether or not capitalized, have specified meanings when used in the Documents, unless a different meaning is apparent from the context in which the word or phrase is used. Any other capitalized terms used but not defined in this Declaration shall have the meaning subscribed to such terms in the Master Covenant.

"Act" means Chapter 82 of the Texas Property Code, the Texas Uniform Condominium Act, as it may be amended from time to time.

"Affiliate" or "Affiliates" is as defined in Section 82.003(a)(1) of the Act.

"Amendment" means an instrument executed by EP Condo Declarant or the Association, as applicable, and Recorded pursuant to the requirements of this Declaration, including but not limited to *Article 19*, for, among other things, the purpose of (i) modifying the Common Interest Allocations or the Common Expense Liability, (ii) adding Units to the Regime pursuant to *Section 5.01(a)*, (ii) adding (through the Recordation of a Declaration of Annexation) or withdrawing real property from the Regime, (iii) adding or withdrawing real property from the Future Development Area, or (iv) for such other purposes as are provided in this Declaration, including those purposes set forth under *Section A.3.9* of Appendix "A".

"Applicable Law" means the statutes and public laws and ordinances in effect at the time a provision of the Documents or Master Documents is applied, and pertaining to the subject matter of the Document or Master Document provision. Statutes and ordinances specifically referenced in the Documents or Master Documents are "Applicable Law" on the date of the Document or Master Document, and are not intended to apply to the Property 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" means any charge levied against a Unit or Owner by the Association, pursuant to the Documents, the Act, or Applicable Law, including but not limited to Regular Assessments, Special Assessments, Utility Assessments, Individual Assessments, Deficiency Assessments, and Master Assessments.

"Association" means **EP Residential Condominiums Association, Inc.**, a Texas nonprofit corporation, the Members of which shall be the Owners of Units within the Regime. The term "Association" shall have the same meaning as the term "property owners association" in Section 202.001(2) of the Texas Property Code. 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 Declaration, the Certificate, the Bylaws, the Act, and Applicable Law.

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

"Bylaws" mean the bylaws of the Association, as they may be 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.

"Common Element" means all portions of the Property save and except the Units. All Common Elements are **"General Common Elements"** except if such Common Elements have been allocated as **"Limited Common Elements"** by this Declaration for the exclusive use of one or more but less than all of the Units.

"Common Expenses" means the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Regime, including but not limited to those expenses incurred for the maintenance, repair, replacement, and operation of the Common Elements.

"Condominium Design Guidelines" means the standards for design and construction of Improvements, landscaping and exterior items proposed to be placed on any Lot or Unit, and adopted pursuant to *Section 12.05(b)*, as the same may be amended from time to time. The Condominium Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Property. At EP Condo Declarant's option, the EP Condo Reviewer or its Designee may adopt, and amend from time to time, with the prior written approval of the Easton Park Reviewer, the Condominium Design Guidelines applicable to the Property, or any portion thereof. The Condominium Design Guidelines may be Recorded as a separate written instrument or may be incorporated into a Development Area Declaration by exhibit or otherwise. Notwithstanding anything in this Declaration to the contrary, EP Condo Declarant will have no obligation to establish Condominium Design Guidelines for the Property or any portion thereof and the Condominium Design Guidelines, if adopted, shall be subject to and subordinate to the terms and conditions of the Master Design Guidelines.

"Condominium Purchase Contract" means the purchase and sale agreement with a potential Owner for the purchase of a Unit.

"Declarant Control Period" means that period of time during which EP Condo Declarant controls the operation and management of the Association, pursuant to Appendix "A" of this Declaration. The duration of Declarant Control Period is from the date this Declaration is Recorded for a maximum period

not to exceed one hundred and twenty (120) days after title to seventy-five percent (75%) of the Units that may be created hereunder, including such other Units that the EP Condo Declarant may create in the Future Development Area, have been conveyed to Owners other than the EP Condo Declarant. Notwithstanding the forgoing, the Declarant Control Period shall terminate automatically seven (7) years after the date that this Declaration is Recorded.

"Declaration" means this document, as it may be amended and supplemented from time to time.

"Declaration of Annexation" means an instrument executed by EP Condo Declarant and Recorded pursuant to *Section 5.01(b)* for the purpose of (i) modifying the Common Interest Allocations or the Common Expense Liability, (ii) adding real property to the Regime, or (iii) for such other purposes as are provided in this Declaration, including those purposes set forth in Appendix "A".

"Designee" or "Designees" means a Person acting at the request of another Person, including architects, engineers, other design professionals, builders, contractors, subcontractors, employees, agents, representatives, and licensees.

"Development Period" means the 30 year period beginning on the date this Declaration is Recorded, during which EP Condo Declarant has the right to exercise any Development Rights, including rights related to development, construction, expansion, and marketing of the Property. The Development Period is for a term of years and does not require that EP Condo Declarant own any portion of the Property. EP Condo Declarant may terminate the Development Period by the Recording of a notice of termination. In addition to the foregoing rights, Declarant has reserved other rights as set forth in this Declaration, some of which may be exercised during and after expiration of the Development Period.

"Development Rights" means such rights, easements, or combination of rights related to development, construction, expansion, and marketing of the Property reserved by EP Condo Declarant and may be exercised under this Declaration, including but not limited to such rights, easements, or combination of rights as more particularly described on Appendix "A" (attached hereto and incorporated herewith). During the Development Period, Appendix "A" has priority over the terms and provisions of this Declaration.

"Documents" mean, singularly or collectively as the case may be, this Declaration, the Plat and Plans (attached hereto as Exhibit "B"), the Certificate, Bylaws, the Policy Manual, Condominium Design Guidelines, the Rules of the Association, and the Condominium Information Statement, as each may be amended from time to time. An appendix, attachment, exhibit, schedule, or certification accompanying a Document is a part of that Document.

"Dwelling" means the single-family style residence located within a Unit, defined herein below, together with any porch, patio, or garage incorporated therein, whether or not the Dwelling is occupied for residential purposes.

"Easton Park Reviewer" means the party holding the rights to approve Improvements within the Development (as such term is defined in the Master Covenant) pursuant to the Master Covenant and shall be Master 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 the ACC appointed by the Board, as set forth in the Master Covenant.

"EP Condo Declarant" means **CARMA EASTON LLC**, a Texas limited liability company. Notwithstanding any provision in this Declaration to the contrary, EP Condo Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights and duties under this Declaration to any Person. EP Condo Declarant may also, by Recorded written instrument, permit any other Person to participate in whole, in part, exclusively or non-exclusively, in any of EP Condo Declarant's privileges, exemptions, rights and duties under this Declaration. The EP Condo Declarant does partially assignment some of its rights to the Homebuilder under Appendix "B", attached and incorporated herewith.

"EP Condo Reviewer" means the party holding the rights to approve Improvements within the Property pursuant to this Declaration and shall be EP Condo Declarant or its Designee until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the rights of the EP Condo Reviewer will automatically be transferred to the architectural control committee appointed by the Board, as set forth in *Section 12.03* below.

"Future Development Area" means the real property reserved by EP Condo Declarant (on which a maximum of 2,000 units may be created by EP Condo Declarant in EP Condo Declarant's sole discretion) as more particularly described on Exhibit "B-1" attached to this Declaration, subject to such additions thereto and deletions therefrom as may be made pursuant to the rights reserved under this Declaration, and as further identified on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights," that may be made subject to this Declaration, from time to time, by the Recording of one or more Declarations of Annexation pursuant to *Section 5.01(b)* below.

"Future Development Area Easement" means an easement as more particularly described in *Section 3.11* of this Declaration.

"General Common Elements" mean Common Elements which are not Limited Common Elements. General Common Elements refer to those portions of the Property that are designated as "GCE", "General Common Element", "General Common Area", "Common Area", or by the notation "General Common Elements", "GCE", "General Common Area", "Common Area", or "Common Areas" on Exhibit "B", attached hereto.

"Homebuilder" means **Brookfield Residential Texas Homes, LLC**, a Texas limited liability company.

"Improvement" means every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, Dwellings, outbuildings, storage sheds, patios, porches, grills, recreational facilities, swimming pools, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, decks, walkways, landscaping, mailboxes, poles, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, irrigation, sewer, gas, electric, telephone, regular or cable television, or other utilities.

"Limited Common Elements", if any, mean those portions of the Property reserved for the exclusive use of one or more Owners to the exclusion of other Owners. Limited Common Elements are designated as "LCE", "Limited Common Elements", or "Limited Common Areas" on Exhibit "B", attached hereto and as provided in *Section 5.04* and *Section 5.05* of this Declaration.

"Majority" means more than half.

"Master Assessments" means Assessments levied by the Master Association pursuant to the Master Documents.

"Master Association" means the **Easton Park Master Community, Inc.**, a Texas nonprofit corporation.

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

"Master Covenant" means that certain Easton Park Amended and Restated Master Covenant, recorded as Document No. 2016027307 in the Official Public Records of Travis County, Texas, as amended.

"Master Declarant" means **CARMA EASTON LLC**, a Texas limited liability company acting as "Declarant" under the Master Covenant.

"Master Design Guidelines" means the Easton Park Master Residential Design Guidelines, recorded under Document No. 2015031273 in the Official Public Records of Travis County, Texas, as amended.

"Master Documents" means, singularly or collectively, as the case may be, the Pilot Knob PUD, the Master Covenant, the Notice of Annexation, the Certificate of Formation of the Master Association, the Bylaws of the Master Association, the Easton Park Second Amended and Restated Policy Manual [Residential], recorded at Document No. 2016028052 in the Official Public Records of Travis County, Texas, as amended, the Easton Park Master Residential Design Guidelines, recorded under Document No. 2015031273 in the Official Public Records of Travis County, Texas, as amended, Easton Park Second Amended and Restated Policy Manual [Residential], recorded as Document No. 2015192018, Official Public Records of Travis County, Texas, as amended, the Easton Park Amended and Restated Community Enhancement Covenant [Residential], recorded as Document No. 2016027463, Official Public Records of Travis County, Texas, as amended, and any and all other Documents, as such may be defined under the Master Covenant, as such documents may be amended and supplemented from time to time.

"Member" means a member of the Association, each Member being an Owner of a Unit, unless the context indicates that member means a member of the Board or a member of a committee of the Association.

"Mortgagee" means a holder, insurer, or guarantor of a purchase money mortgage secured by a Recorded senior or first deed of trust lien against a Unit.

"Owner" means a holder of fee simple title to a Unit. EP Condo Declarant is the initial Owner of all Units. Mortgagees who acquire title to a Unit through a deed in lieu of foreclosure or through judicial

or non-judicial foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners. Every Owner is a Member of the Association.

“Park Common Elements” means those parks and greenspaces, and all sidewalks, picnic tables and chairs, landscaping, and other Improvements located thereon, identified in Exhibit “D”, as changed, modified, or amended in accordance with this Declaration. The Park Common Elements shall be Common Elements, but shall be maintained by the Master Association as provided in *Section 6.05*.

“Person” means any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other legal entity, including any governmental authority and any fiduciary acting in such capacity on behalf of any of the foregoing.

“Pilot Knob PUD” means the Pilot Knob Planned Unit Development ordinance adopted by the City for the Property on December 17, 2015, by Ordinance No. 20151217-080, as the same may be amended and modified from time to time.

“Plat and Plans” means the plat and plans attached hereto as Exhibit “B” and made a part of this Declaration, including a survey plat of the Property and dimensional drawings that horizontally and vertically identify and describe the Units, the Common Elements, and the Future Development Area, as changed, modified, or amended in accordance with this Declaration, as more fully set forth under *Section 5.02*.

“Policy Manual” means the policy manual, if any, which may be initially adopted and Recorded by EP Condo Declarant as part of the initial project documentation for the Regime. The Policy Manual may include the Bylaws and Rules and policies governing the Association. The Policy Manual may be amended, from time to time, by a Majority of the Board; provided, however, that during the Development Period, any amendment to the Policy Manual must be approved in advance and in writing by EP Condo Declarant.

“Property” means the tract of land in Travis County, Texas, as more particularly described on Exhibit “A” attached hereto, together with all Improvements thereon and all easements, rights, and appurtenances thereto, and includes every Unit and Common Element thereon, including any portion of the Future Development Area that is annexed into the Property by EP Condo Declarant pursuant to the rights reserved under this Declaration.

“Record, Recordation, Recorded, and Recording” means filing the referenced instrument or document in the Official Public Records of Travis County, Texas.

“Regime” means the form of real property established by this Declaration with respect to the Property located in Travis County, Texas, in which portions of the Property are designated for individual ownership or occupancy and the remainder of the Property is designated for common ownership or occupancy solely by the Owners of such portions, initially containing 245 Units; however, EP Condo Declarant has reserved the right to annex into the Regime and create up to and including approximately 2,000 Units on the Future Development Area. The Regime shall include the Property, Units, General

Common Elements, and Limited Common Elements that comprise the condominium regime established by this Declaration.

“Resident” means an occupant, tenant, or guest or invitee (including contractors) of a Unit, regardless of whether the Person owns the Unit.

“Rules” means rules and regulations of the Association adopted in accordance with the Documents or the Act. The initial Rules may be adopted by EP Condo Declarant for the benefit of the Association.

“Solar Energy Device” means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

“Standby Electric Generator” means a device that converts mechanical energy to electrical energy and is (a) powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen; (b) fully enclosed in an integral manufacturer-supplied sound attenuating enclosure; (c) connected to the main electrical panel of a residence by a manual or automatic transfer switch; and (d) rated for a generating capacity of not less than seven kilowatts.

“Underwriting Lender” means a national institutional mortgage lender, insurer, underwriter, guarantor, or purchaser on the secondary market, such as Federal Home Administration (FHA), Federal Home Loan Mortgage Corporation (Freddie Mac), the Veterans Administration, Federal National Mortgage Association (Fannie Mae), or Government National Mortgage Association (Ginnie Mae), singularly or collectively. The use of this term and these institutions may not be construed as a limitation on an Owner’s financing options or as a representation that the Property is approved by any institution.

“Unit” means a physical portion of the Property designated by this Declaration for separate ownership, the boundaries of which are shown on the Plat and Plans attached hereto as Exhibit “B”, as further described in *Section 5.03* of this Declaration.

ARTICLE 2

PROPERTY SUBJECT TO DOCUMENTS

2.01. Recorded Easements and Licenses. In addition to the easements and restrictions contained in this Declaration, the Property is subject to all easements, licenses, leases, and encumbrances of Record, including those described in the attached Exhibit “C”, and any shown on a Recorded plat, each of which is incorporated herein by reference. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by prior-Recorded easements, licenses, leases, and encumbrances. Each Owner further agrees to maintain any easement that crosses the Owner’s Unit and for which the Association does not have express responsibility

2.02. Common Elements. The Common Elements of the Property consist of all of the Property, save and except the Units. The designation of Common Elements is determined by this

Declaration. The Declarant may install, construct, or authorize certain Improvements on Common Elements in connection with the development of the Property, and the cost thereof is not a Common Expense of the Association. Thereafter, all costs attributable to Common Elements, including maintenance, insurance, and enhancements, are automatically the responsibility of the Association, unless this Declaration elsewhere provides for a different allocation for a specific Common Element.

ARTICLE 3

PROPERTY EASEMENTS, RIGHTS, AND RESTRICTIONS

3.01. General. In addition to other easements, rights, and restrictions established by the Documents and the Master Documents, the Property is subject to the easements, rights and restrictions contained in this *Article 3*. None of the easements granted or reserved in this *Article 3* or elsewhere in the Declaration shall be used in a manner that materially adversely affects the structural integrity of the Improvements. Any easements held by EP Condo Declarant which benefit the Future Development Area shall also run to any future owner of the Future Development Area, whether or not such owner is EP Condo Declarant. Except as otherwise provided by this Declaration, notwithstanding the assignability of the easements, no easement may be assigned to any Person that is not a Resident of the Unit that is benefited by the respective easement nor shall any Owner that is benefited by an easement grant a sub-easement or a license to any area covered by any easement. Use and availability of any facilities or areas covered by the easements are subject to the Rules.

3.02. Boundary Walls and Fences. Any walls or fencing on or adjacent to any side or rear boundary line between two Units, or between any General Common Elements, Limited Common Elements, or any other portion of the Property constitutes a "Boundary Wall or Fence." To the extent not inconsistent with the provisions of this *Section 3.02*, a Boundary Wall or Fence is subject to the general rules of law regarding boundaries and resulting liability for adjacent property damage due to negligence, willful acts, or omissions. A Zero Lot Line Wall or Fence (as defined under *Section 6.02*), and any retaining walls and/or perimeter walls and fencing installed by the Developer within the Property to be maintained by the Association, shall not be considered either a Boundary Wall or Fence. If the Boundary Wall or Fence is damaged or destroyed from any cause, the Owner of either Unit may repair or rebuild the Boundary Wall or Fence to its previous condition, and the Owners of both Units, their successors and assigns, have the right to the full use of the repaired or rebuilt Boundary Wall or Fence. The Owners of the adjoining Units share equally the costs of repair, reconstruction, or replacement of the Boundary Wall or Fence, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the Boundary Wall or Fence, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his or her share of costs of repair or replacement of the Boundary Wall or Fence, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Public Records of Travis County, Texas, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to require contribution from another Owner under this Section is appurtenant to the Unit and passes to the Owner's successors in title. The Owner of a Unit sharing a Boundary Wall or Fence may not cut openings in the Boundary Wall or Fence or alter or change the Boundary Wall or Fence in any manner that affects the use, condition, or appearance of the Boundary Wall or Fence to the adjoining Unit. The Boundary Wall or Fence will always remain in the same location as when erected unless otherwise approved by the EP Condo Reviewer.

3.03. Owner's Easement of Enjoyment. Every Owner is granted a right and easement of enjoyment over the General Common Elements and the use of Improvements therein, subject to other limitations, rights and easements contained in the Documents and the Master Documents. An Owner who does not occupy a Unit delegates this right of enjoyment to the Residents of the Owner's Unit, and is not entitled to use the General Common Elements. In addition, every Owner is granted an easement over the General Common Elements, to the extent necessary, to provide access to an Owner's Unit and for utilities serving the Owner's Unit. The right of access for necessary ingress and egress to an Owner's Unit cannot be suspended by the Board for violations of the Documents or the Master Documents or nonpayment of Assessments.

3.04. Owner's Maintenance Easement. Each Owner is hereby granted an easement over and across any adjoining Unit and Common Elements to the extent reasonably necessary to maintain or reconstruct such Owner's Unit, subject to the consent of the Owner of the adjoining Unit, or the consent of the Board in the case of Common Elements, and provided that the Owner's use of the easement granted hereunder does not damage or materially interfere with the use of the adjoining Unit or Common Element. Requests for entry into an adjoining unit must be made to the Owner of such Unit in advance. The consent of the adjoining Unit Owner will not be unreasonably withheld; however, the adjoining Unit Owner may require that access to its Unit be limited to Monday through Friday, between the hours of 8 a.m. until 6 p.m., and then only in conjunction with actual maintenance or reconstruction activities. Access to the Common Elements for the purpose of maintaining or reconstructing any Unit must be approved in advance and in writing by the Board. The Board may require that the Owner abide by reasonable rules with respect to use and protection of the Common Elements and adjacent Units during any such maintenance or reconstruction. If an Owner damages an adjoining Unit or Common Element in exercising the easement granted hereunder, the Owner will be required to restore the Unit and/or Common Element to the condition which existed prior to any such damage, at such Owner's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Owner is notified in writing of the damage by the Association or the Owner of the damaged Unit, as applicable.

3.05. Owner's Ingress/Egress Easement. Each Owner is hereby granted a perpetual easement over the Property, as may be reasonably required, for vehicular and pedestrian ingress to and egress from his or her Unit or the Limited Common Elements assigned thereto. Such easement shall be subject, in any event, to any Rules governing or limiting each Owner's right of ingress and egress granted hereby.

3.06. Encroachment Easement. If, as a result of the original construction, reconstruction, repair, shifting, settlement or other circumstance, any portion of the Common Elements encroaches upon a Unit, a perpetual easement over, on and across such Unit for such encroachment and for the maintenance of the same is hereby granted and conveyed to the Association by each Owner at the time each Unit is conveyed to the Owner. If as a result of the original construction, reconstruction, repair, shifting, settlement or other circumstance any portion of a Unit encroaches upon the Common Elements, or upon any adjoining Unit, an irrevocable and perpetual easement for such encroachment and for the maintenance of the same over, on and across such Unit, or such portion of the Common Elements, as applicable, is hereby granted to the Owner of such Unit. Such encroachments and easements shall not be considered or determined to be encumbrances either upon a Unit or upon the Common Elements. The easement granted herein is not intended to permit the continuance of any Improvement installed by an Owner not otherwise approved in advance by the EP Condo Reviewer.

3.07. Encroachment and Maintenance Easement. The Association is granted an easement for the maintenance, existence, and continuance of any encroachment of the curb located between the boundary of Unit and any adjacent right of way or street onto a Unit now existing or which may come into existence hereafter, as a result of construction, repair, shifting, settlement or movement of any portion of the curb. All costs and expenses incurred by the Association to maintain the improved right of way or street including any curb located within the boundary of a Unit is a Common Expense.

3.08. Easement Of Cooperative Support. Each Owner is granted an easement of cooperative support over adjoining Units and Common Elements as needed for the common benefit of the Property, or for the benefit of Units that share any aspect of the Property that requires cooperation. By accepting an interest in or title to a Unit, each Owner: (i) acknowledges the necessity for cooperation in a condominium; (ii) agrees to try to be responsive and civil in communications pertaining to the Property and to the Association; (iii) agrees to provide access to his or her Unit and Limited Common Elements when needed by the Association to fulfill its duties; and (iv) agrees to refrain from actions that interfere with the Association or Master Association's maintenance and operation of the Property.

3.09. Association's Access Easement. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, grants to the Association an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Elements and the Owner's Unit and all Improvements thereon for the following purposes:

- (a) To perform inspections and/or maintenance that is permitted or required of the Association by the Documents or by Applicable Law.
- (b) To perform maintenance that is permitted or required of the Owner by the Documents or by Applicable Law, if the Owner fails or refuses to perform such maintenance.
- (c) To enforce the Documents.
- (d) To exercise self-help remedies permitted by the Documents or by Applicable Law.
- (e) To grant easements to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.
- (f) To respond to emergencies.
- (g) To perform any and all functions or duties of the Association as permitted or required by the Documents or by Applicable Law.

3.10. Utility Easement. EP Condo Declarant, during the Development Period, and the Association thereafter, may grant permits, licenses, and easements over the Common Elements for utilities, and other purposes reasonably necessary for the proper operation of the Regime. EP Condo Declarant, during the Development Period, and the Association thereafter, may grant easements over, under, and across the Units and Common Elements to the extent necessary or required to supply utility service to Units and the Common Elements; provided, however, that such easements will not

unreasonably interfere with the use of any Unit for residential purposes. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over, under, and across the Property for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property; provided, however, this easement may not be exercised without prior notice to the Board and may not unreasonably interfere with the use of a Unit for residential purposes. Utilities may include, but are not limited to, water, irrigation, sewer, trash removal, electricity, gas, electronic communications and internet, telephone, master or cable television, and security. Any easement granted pursuant to this *Section 3.10* must be approved in advance and in writing by the EP Condo Reviewer. EP Condo Declarant may Record an easement agreement or easement relocation agreement, specifically locating or relocating any utility easement subsequent to the recordation of this Declaration, and each Owner, by acceptance of the deed to a Unit, hereby grants EP Condo Declarant an irrevocable power of attorney, coupled with an interest, with full power and authority to locate or relocate any utility easement.

3.11. Future Development Area Easement. EP Condo Declarant hereby reserves a perpetual, assignable, and non-exclusive easement over, on, under, and across the Property as reasonably necessary (i) for providing utilities and services to the Future Development Area; (ii) for the development, construction, erection, replacement, maintenance, or removal of any Improvements located or to be located within the Future Development Area; (iii) for repair, replacement, maintenance, or warranty purposes; (iv) for vehicular and pedestrian ingress and egress to and from the Future Development Area; (v) to exercise any rights reserved by EP Condo Declarant under this Declaration; and (vi) for such other purposes as EP Condo Declarant, in its sole discretion, determines that it is required or desires to do so. EP Condo Declarant shall repair any damage caused by its exercise of the easement reserved under this *Section 3.11*.

3.12. Easement to Inspect and Right To Correct. For a period of ten (10) years after the expiration of the Development Period, EP Condo Declarant reserves for itself and for EP Condo Declarant's and EP Condo Declarant's Designee the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, Improvement, or condition that may exist on any portion of the Property, including the Dwellings and the Units, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. The party exercising such rights will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of mechanical or electrical facilities may be warranted by a change of circumstance, imprecise siting of the original facilities, or the desire or necessity to comply more fully with Applicable Law. This *Section 3.12* may not be construed to create a duty for EP Condo Declarant, the Association, or any Designee of EP Condo Declarant or the Association and may not be amended without EP Condo Declarant's written and acknowledged consent. In support of this reservation, each Owner, by accepting an interest in or title to a Unit, hereby grants to EP Condo Declarant, the Association, or any Designee of EP Condo Declarant or the Association, an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Elements, each Owner's Unit and all Improvements thereon for the purposes contained in this *Section 3.12*.

3.13. Subdivision Entry and Fencing Easement. Declarant reserves for itself and the Association, an easement over and across the Property for the installation, location, maintenance, repair or replacement of certain subdivision entry facilities and fencing which serve the Property. Declarant

will have the right, from time to time, to Record a written notice which identifies any subdivision entry facilities and fencing to which the easement reserved hereunder applies. Declarant and/or the Association may maintain all or certain portions of the subdivision entry facilities and fencing as a Common Expense

3.14. Master Association's Access Easement. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, grants to the Master Association and its designees an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Elements and the Owner's Unit and all Improvements thereon for the following purposes:

(a) To perform inspections and/or maintenance that is permitted or required of the Master Association under the Documents, the Master Documents, or by Applicable Law.

(b) To perform maintenance that is permitted or required of the Owner under the Documents, the Master Documents, or by Applicable Law, if the Owner fails or refuses to perform such maintenance.

(c) To enforce the Master Documents and the Documents.

(d) To exercise self-help remedies permitted by under the Documents, the Master Documents, or by Applicable Law.

(e) To grant easements to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property or the Future Development Area.

(f) To respond to emergencies.

(g) To perform any and all functions or duties of the Master Association as permitted or required by the Documents, the Master Documents, or by Applicable Law.

In exercising the easement reserved herein, in no event will the Master Association be liable to any Owner for trespass.

ARTICLE 4

DISCLOSURES

4.01. Service Contracts. In connection with construction of the Unit, the Unit may have been wired or fitted for one or more services to be provided by vendors to the Owner on a contract basis, such as intrusion monitoring and cable television. In exchange for such installations, Master Declarant or EP Condo Declarant may have contracted on behalf of the Owner for a period of service to the Owner's Unit. In that event, whether or not an Owner chooses to use the service, the Owner may be required to pay the Unit's share of the contract for the contract period. The Association may serve as the conduit for the service fees and payments, which may be considered Regular Assessments or Individual Assessments. However, neither the Master Association nor the Association is the service provider, and shall have no responsibility or liability for the availability or quality of the

service, or for the maintenance, repair, or replacement of the wires, conduits, equipment, or other fittings relating to the contract service.

4.02. Water Quality Facilities, Drainage Facilities and Drainage Ponds. The Property may include one or more water quality facilities, sedimentation, drainage and detention facilities, or ponds which serve all or a portion of the Property. The Association or the District (as defined in the Master Covenant), as applicable, will be obligated to inspect, maintain and administer such water quality facilities, drainage facilities, and drainage ponds in good and functioning condition and repair. Each Owner is advised that any such water quality facilities, sedimentation, drainage and detention facilities and ponds are an active utility feature integral to the proper operation of the Regime and may periodically hold standing water. Each Owner is advised that entry into the water quality facilities, sedimentation, drainage and detention facilities or ponds may result in injury and is a violation of the Rules.

4.03. Adjacent Thoroughfares and Property. The Property is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

4.04. Use of Adjacent Property. No representations are made regarding the current or future use or zoning (if applicable) of adjacent property.

4.05. Outside Conditions. In every neighborhood there are conditions that different people may find objectionable. Accordingly, it is acknowledged that there may be conditions outside of the Property that an Owner or Resident may find objectionable, and it shall be the sole responsibility of an Owner or Resident to become acquainted with neighborhood conditions that could affect a Unit.

4.06. Changes to Street Names and Addresses. EP Condo Declarant may change, in its sole discretion, the Property name and the street names and addresses in or within the Property including the street address of the Unit before or after closing if required by Applicable Law.

4.07. Construction Activities. EP Condo Declarant will be constructing portions of the Regime and engaging in other construction activities on the Property or the Future Development Area. Such construction activities may, from time to time, produce certain conditions within the Regime, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) noxious, toxic or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) unusual fire or explosion hazards; (vii) temporary interruption of utilities; and/or (viii) other conditions that may threaten the security or safety of Persons or property located on or within the Property. All Owners and Residents agree that such conditions within or on the Regime resulting from construction activities shall not be deemed a nuisance, and shall not cause EP Condo Declarant, Homebuilder, and its agents to be deemed in violation of any provision of this Declaration.

4.08. Moisture. Improvements may trap humidity created by general use and occupancy. As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left unattended and not properly maintained by Owners and Residents, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially, mildew, and/or mold.

4.09. Concrete. Minor cracks in poured concrete are inevitable as a result of the natural movement of soil (expansion and contraction) and shrinkage during the curing of the concrete and settling.

4.10. Water Runoff. The Property may be subject to erosion and/or flooding during unusually intense or prolonged periods of rain. Water may pond on various portions of the Property having impervious surfaces.

4.11. Encroachments. Improvements may have been constructed on adjoining lands that encroach onto the Property. EP Condo Declarant gives no representations or warranties as to property rights, if any, created by such any such encroachments.

4.12. Budgets. Budgets prepared in conjunction with the operation and administration of the Regime, the Association, and the Master Association are based on estimated expenses only without consideration for the effects of inflation and may increase or decrease significantly when the actual expenses become known.

4.13. Light and Views. The natural light available to and views from a Unit can change over time due to among other things, additional development and the removal or addition of landscaping. **NATURAL LIGHT AND VIEWS ARE NOT PROTECTED.**

4.14. Schools. No representations are being made regarding which schools may now or in the future serve the Unit.

4.15. Suburban Environment. The Property is located in a suburban environment. Land adjacent or near the Property may currently contain, or may be developed to contain in the future, residential and commercial uses. Sound and vibrations may be audible and felt from such things as sirens, whistles, horns, the playing of music, people speaking loudly, trash being picked up, deliveries being made, equipment being operated, dogs barking, construction activity, building and grounds maintenance being performed, automobiles, buses, trucks, ambulances, airplanes, trains and other generators of sound and vibrations typically found in a suburban area. In addition to sound and vibration, there may be odors and light (from signs, streetlights, other buildings, car headlights and other similar items) in suburban areas. The Units are not constructed to be soundproof or free from vibrations. Sounds and vibrations can also be generated from sources located within a Unit or the Common Elements including heating and air conditioning equipment, pump rooms, other mechanical equipment, dogs barking and the playing of certain kinds of music.

4.16. Plans. Any advertising materials, brochures, renderings, drawings, and the like, furnished by EP Condo Declarant or Homebuilder to an Owner which purport to depict the Improvements to be constructed within the Property are merely approximations and may not necessarily reflect the actual as-built conditions of the same.

4.17. Location of Utilities. EP Condo Declarant makes no representation as to the location of mailboxes, utility boxes, street lights, fire hydrants, or storm drain inlets or basins.

4.18. Marketing. EP Condo Declarant's or Homebuilder's use of a sales center and/or model units or reference to other construction by EP Condo Declarant or Homebuilder is intended only

to demonstrate the quality of finish detail, the basic floor plans and styles of the Units and Improvements available for purchase. The Units and Improvements may not conform to a model unit in any respect, or contain any or all of the amenities within a model unit, such as furnishings and appliances. EP Condo Declarant or Homebuilder may have shown prospective purchasers model homes, floorplans, sketches, drawings, and scale models of the project. Owner understands and agrees that these materials are subject to change, for display purposes only, and may not be incorporated into the Regime or any Unit. EP Condo Declarant and Homebuilder retains the right to obtain and use photography of the Property (including the Units and all Improvements) for publication and advertising purposes

4.19. Chemicals. Each Dwelling will contain products that have water, powders, solids and industrial chemicals, which will be used in construction. The water, powders, solids and industrial chemicals will and do contain mold, mildew, fungus, spores and chemicals that may cause allergic or other bodily reactions in certain individuals. Leaks, wet flooring and moisture will contribute to the growth of molds, mildew, fungus or spores. EP Condo Declarant is not responsible for any illness or allergic reactions that an individual may experience as a result of mold, mildew, fungus or spores. It is the responsibility of the Owner to keep the Building clean, dry, well ventilated and free of contamination

4.20. Marketing. EP Condo Declarant's use of a sales center and/or model units or reference to other construction by Declarant is intended only to demonstrate the quality of finish detail, the basic floor plans and styles of the Units and Improvements available for purchase. The Units and Improvements may not conform to a model unit in any respect, or contain any or all of the amenities within a model unit, such as furnishings and appliances. EP Condo Declarant may have shown prospective purchasers model homes, floorplans, sketches, drawings, and scale models of the project. Each Owner understands and agrees that these materials are subject to change, for display purposes only, and may not be incorporated into the Regime or any Unit. EP Condo Declarant retains the right to obtain and use photography of the Property (including the Units and all Improvements) for publication and advertising purposes.

4.21. Municipal Utility District. Each Owner within the Property is advised that the Property is located within a District (as such term is defined in the Master Covenant). As an Owner, you are required to pay the District tax rate for water and wastewater service and residential solid waste and recycling services within the District. Further, upon the transfer of any Unit, each Owner is required to provide notice of the District to any transferee of the Unit in accordance with Applicable Law.

4.22. Planned Unit Development. The Property and the Development is subject to the terms and provisions of the Pilot Knob PUD, the terms of which may override certain zoning requirements and City ordinances which might otherwise be applicable to the Property. The Pilot Knob PUD may be subject to future modifications or additions from time to time. Acceptance of an interest in or title to Unit within the Regime, whether or not it is so expressed in the instrument of conveyance, shall constitute acquiescence by the Owner of such 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.

4.23. Security. THE ASSOCIATION AND/OR THE MASTER ASSOCIATION MAY, BUT ARE NOT OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTY DESIGNED, EITHER DIRECTLY OR INDIRECTLY, TO IMPROVE SAFETY IN, ON, OR WITHIN THE PROPERTY. EACH OWNER ACKNOWLEDGES AND AGREES, FOR HIMSELF, HERSELF, AND HIS OR HER RESIDENTS, THAT

MASTER DECLARANT, EP CONDO DECLARANT, HOMEBUILDER, THE ASSOCIATION, THE MASTER ASSOCIATION, AND THEIR RESPECTIVE AFFILIATES AND DESIGNEES, ARE NOT PROVIDERS, INSURERS, OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. EACH OWNER AND RESIDENT ACKNOWLEDGES AND ACCEPTS HIS OR HER SOLE RESPONSIBILITY TO PROVIDE SECURITY FOR HIS OR HER OWN PERSON AND PROPERTY, AND ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO SAME. EACH OWNER AND RESIDENT FURTHER ACKNOWLEDGES THAT THE MASTER DECLARANT, THE EP CONDO DECLARANT, HOMEBUILDER, THE ASSOCIATION, THE MASTER ASSOCIATION, AND THEIR RESPECTIVE AFFILIATES AND DESIGNEES, HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE OWNER OR RESIDENT RELIED ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE, BURGLARY, AND/OR INTRUSION SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN, WITHIN THE PROPERTY. EACH OWNER AND RESIDENT ACKNOWLEDGES AND AGREES THAT THE MASTER DECLARANT, THE EP CONDO DECLARANT, HOMEBUILDER, THE ASSOCIATION, THE MASTER ASSOCIATION, AND THEIR RESPECTIVE AFFILIATES AND DESIGNEES, MAY NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.

4.24. Injury to Person or Property. NEITHER THE MASTER DECLARANT, THE EP CONDO DECLARANT, THE HOMEBUILDER, THE ASSOCIATION, NOR THE MASTER ASSOCIATION, NOR ANY OF EACH SUCH ENTITY'S RESPECTIVE AFFILIATES AND DESIGNEES, HAVE A DUTY OR OBLIGATION TO ANY OWNER OR THEIR RESIDENTS: (A) TO SUPERVISE MINOR CHILDREN OR ANY OTHER PERSON; (B) TO FENCE OR OTHERWISE ENCLOSE ANY LIMITED COMMON ELEMENT, GENERAL COMMON ELEMENT, OR OTHER IMPROVEMENT; OR (C) TO PROVIDE SECURITY OR PROTECTION TO ANY OWNER OR THEIR RESIDENTS FROM HARM OR LOSS. BY ACCEPTING TITLE TO A UNIT, EACH OWNER AGREES THAT THE LIMITATIONS SET FORTH IN THIS *SECTION 4.24* ARE REASONABLE AND CONSTITUTE THE EXERCISE OF ORDINARY CARE BY THE MASTER DECLARANT, THE EP CONDO DECLARANT, THE HOMEBUILDER, THE ASSOCIATION, AND THE MASTER ASSOCIATION, AND EACH SUCH ENTITY'S RESPECTIVE AFFILIATES AND DESIGNEES. EACH OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS MASTER DECLARANT, EP CONDO DECLARANT, HOMEBUILDER, THE ASSOCIATION, AND THE MASTER ASSOCIATION, AND THEIR RESPECTIVE AFFILIATES AND DESIGNEES FROM ANY CLAIM (INCLUDING NEGLIGENCE) OF DAMAGES TO PERSON OR PROPERTY ARISING OUT OF AN ACCIDENT OR INJURY IN OR ABOUT THE PROPERTY TO THE EXTENT AND ONLY TO THE EXTENT SUCH ACCIDENT, INJURY, OR DAMAGES ARE CAUSED BY THE ACTS OR OMISSIONS OF SUCH OWNER OR RESIDENT OF SUCH OWNER, AND TO THE EXTENT SUCH CLAIM IS NOT COVERED BY INSURANCE OBTAINED BY THE ASSOCIATION OR THE MASTER ASSOCIATION AT THE TIME OF SUCH ACCIDENT, INJURY, OR DAMAGES.

ARTICLE 5

UNITS, LIMITED COMMON ELEMENTS & ALLOCATIONS

5.01. Initial Submitted Units and Maximum Number of Units. The Regime initially includes two hundred and forty-five (245) Units. Until the expiration of the Development Period, EP Condo Declarant or its Affiliates or Designees, as permitted in Appendix "A", has reserved the right to create a maximum of two thousand (2,000) Units on the Property.

(a) **Adding Units to the Regime.** During the Development Period, as permitted in Appendix "A", the EP Condo Declarant has the unilateral right to add additional Units to the Regime (the "**Added Units**"). To add Units to the Regime, the EP Condo Declarant during

the Development Period may, from time to time, Record an Amendment creating such Added Units. To add Units to the Regime, EP Condo Declarant shall prepare, execute, and Record an Amendment, along with amended Plat and Plans identifying the new Units, which such Amendment will: (i) assign an identifying number to each new Unit; (ii) reallocate the Common Interest Allocation among all Units then existing within the Regime; (iii) describe Limited Common Elements, if any, assigned or designated to each new Unit; (iv) describe any additional General Common Elements, if any; and (v) with respect to new Units, include the information required by Section 82.055 and Section 82.059(b) of the Texas Uniform Condominium Act. No assurance is given as to the dispersion of the Added Units among the existing condominiums within certain portions of the Regime, the location of the Added Units, the total number of new Added Units, the size of such Added Units, or as to the type, structure, nature, or character of any Added Units or Common Elements to be constructed. EP Condo Declarant reserves the right to determine in its sole discretion the type, structure, nature, character, or location of any Added Units, Common Elements, or Improvements to be constructed. EP Condo Declarant further reserves the right to subject such Added Units to new, amended, modified, or supplemental covenants, rules, and restrictions of the Declaration through the Amendment. It is contemplated that there may be multiple Amendments Recorded by the EP Condo Declarant, that such Amendments may contain modified use restrictions to address the various types of Added Units or Common Elements that may be located on or constructed within the Property by the EP Condo Declarant, the Homebuilder, or their Designee, during the buildout of the Regime over the Development Period, and that such Amendments are hereby expressly authorized.

(b) **Adding Future Development Area to the Regime.** During the Development Period, as permitted in Appendix "A", the EP Condo Declarant has the unilateral right to annex real property into the Regime and subject such real property to the Declaration and the jurisdiction of the Association. To add any portion of the Future Development Area to the Regime, the EP Condo Declarant shall prepare, execute, and Record a Declaration of Annexation along with amended Plat and Plans identifying the Added Property (as defined below) which such Declaration of Annexation will: (i) legally describe the portion of the Future Development Area to be annexed into the Property and become a part of the Regime (the **"Added Property"**); (ii) describe the new Units on the Added Property, if applicable, and assign an identifying number to each new Unit; (iii) describe the new Common Elements on the Added Property, if applicable; (iv) describe the new Limited Common Elements on the Added Property, if any, assigned or designated to each new Unit on the Added Property; (v) reallocate the Common Interest Allocation among all Units then existing within the Regime; (vi) set forth such new, amended, modified, or supplemental covenants, rules, and restrictions applicable to the Added Property, if any; and (vii) with respect to new Units, include the information required by Section 82.055 and Section 82.059(b) of the Texas Uniform Condominium Act. No assurance is given as to the dispersion of new Units among the existing condominiums within certain portions of the Regime, the location of the Units, the total number of new Units, the size of such Units, or as to the type, structure, nature, or character of any Units or Common Elements to be constructed or located on such Added Property. EP Condo Declarant reserves the right to determine in its sole discretion the type, structure, nature, character, or location of any Units, Common Elements, or Improvements to be constructed as part of the Future Development Area. EP Condo Declarant further

reserves the right to subject such Added Property to new, amended, modified, or supplemental covenants, rules, and restrictions of the Declaration through the Declaration of Annexation. It is contemplated that there may be multiple Declaration of Annexations Recorded by the EP Condo Declarant, that such Declaration of Annexations may contain modified use restrictions to address the various types of Units or Common Elements that may be located on or constructed within the Added Property by the EP Condo Declarant, the Homebuilder, or their Designee, during the buildout of the Regime over the Development Period, and that such Declaration of Annexations are hereby expressly authorized.

5.02. Plat and Plans. The Plat and Plans attached hereto as Exhibit "B" (as such may be amended from time to time) sets forth the following: (i) a general description and diagrammatic plan of the Regime; (ii) the location and dimension of all real property subject to the Development Rights, including the Future Development Area; (iii) all major Improvements, including each Unit, the floor(s), if applicable, and the numbers of the Units, and the Limited Common Elements appurtenant to each Unit; and (iv) such other information as is desirable or required pursuant to the Act, including a certification as to compliance with the Act. The measurements set forth on the Plat and Plans as to each Unit are approximate values taken from the plans and specifications for the Property and may not be precisely accurate as to any Unit due to variances in construction and interior floor plans. NEITHER THE EP CONDO DECLARANT NOR ANY AFFILIATES OR DESIGNEES OF THE EP CONDO DECLARANT NOR ANY OWNER SHALL BE LIABLE TO ANY OTHER OWNER AS A RESULT OF ANY DISCREPANCIES IN ACTUAL MEASUREMENTS FROM THOSE SET FORTH ON THE PLAT AND PLANS OR IN ANY CONDOMINIUM PURCHASE CONTRACT TO WHICH EP CONDO DECLARANT, THE HOMEBUILDER, OR ANY OWNER IS OR WAS A PARTY, AND EACH OWNER, BY ACCEPTING A DEED TO A UNIT, WAIVES ANY SUCH CLAIM OR CAUSE OF ACTION. Upon completion of the construction of Improvements contemplated by EP Condo Declarant, if deemed necessary by EP Condo Declarant, EP Condo Declarant (without the joinder of any Owner) may file an Amendment to the Declaration amending the Plat and Plans to reflect the actual measurements for each Unit, any other appropriate changes, and amending Exhibit "F" attached to this Declaration to reflect the Common Interest Allocation and the Common Expense Liability based upon completion of construction.

5.03. Units.

(a) **Unit Boundaries.** The boundaries and identifying number of each Unit are shown on the Plat and Plans attached hereto as Exhibit "B". The boundaries of each Unit are further described as follows:

(i) **Lower Boundary of the Unit:** The horizontal plane corresponding to the finished grade of the land within the Unit as described and defined on Exhibit "B".

(ii) **Upper Boundary of the Unit:** The horizontal plane parallel to and fifty feet (50') above the lower boundary of the Unit.

(iii) **Lateral Boundaries of the Unit:** A plane located on each side of a Unit perpendicular to the lower and upper horizontal planes, from the lower boundary of the Unit to the upper boundary of the Unit.

Ownership of a Unit includes the entire Dwelling, including the roof and foundation, and all other Improvements located within the Unit.

(b) **What a Unit Includes.** Each Unit includes the spaces and Improvements within the lower, upper, and lateral boundaries defined in *Section 5.03(a)* above, including without limitation the Dwelling, the roof and foundation of the Dwelling, landscaping, driveways, sidewalks, fences, yards, patios, porches, utility lines and meters and all other Improvements located within the Unit. In addition to the Dwelling and the Improvements within the Unit, each Unit also includes Improvements, fixtures, and equipment serving the Dwelling or Unit exclusively, whether located within, outside, or below the Unit, whether or not attached to or contiguous with the Dwelling, including but not limited to any below-grade foundation, piers, retaining walls, fence, or other structural supports; sewage injection pumps, sewage grinder pumps, plumbing, sewerages, and utility lines, pipes, drains, and conduits; landscape irrigation, drainage facilities and subterranean components of plant material, including roots of trees on the Unit; and any other below-grade item that serves or supports the Dwelling or Unit exclusively.

Not a Typical Condominium Unit

Although a Unit resembles a platted lot: (i) a Unit does not include land; (ii) the conveyance of a Unit is not a metes and bounds conveyance of land; and (iii) the creation of a Unit does not constitute a subdivision of land. Instead, each Unit is the surface of a designated piece of land, and everything above the surface for 50 feet, and anything below the surface that serves or supports the above-surface Improvements.

(c) **Dwelling Size.** The space contained within the vertical and horizontal boundaries of the Unit is not related to the size of the Dwelling. A Dwelling may only occupy a portion of a Unit in a location approved in advance by the EP Condo Reviewer.

5.04. Initial Designation of Limited Common Elements. Portions of the Common Elements may be allocated as Limited Common Elements on the Plat and Plans, attached hereto as Exhibit "B", by use of "LCE" and the identifying number of the Unit to which the Limited Common Element is appurtenant, or by use of a comparable method of designation.

5.05. Subsequent Allocation of Limited Common Elements. A Common Element not allocated by this Declaration or the Plats and Plans as a Limited Common Element may be so allocated only pursuant to the provisions of the Act and by the EP Condo Declarant pursuant to Appendix "A" attached to this Declaration. It is anticipated that additional land will be made subject to the Regime and may include streets and a gated entry that exclusively serves the additional land. It is anticipated such internal streets and gated entry will be designated as Limited Common Element.

5.06. Common Interest Allocation. The percentage of interest in the Common Elements (the "**Common Interest Allocation**") allocated to each Unit is set forth on Exhibit "F" and assigned in accordance with a ratio of 1 to the total number of Units. The same formula will be used in the event the Common Interest Allocation is reallocated as a result of any increase or decrease in the number of Units subject to this Declaration, including if EP Condo Declarant elects to improve and

construct a unit or units on the Future Development Area and elects to include the Future Development Area within the Regime. Notwithstanding the foregoing, such reallocated Common Interest Allocations shall not be effective until the date the unit or units in the Future Development Area are added to the Regime pursuant to a Declaration of Annexation. In the event an Amendment to this Declaration or Declaration of Annexation is Recorded which reallocates the Common Interest Allocation as a result of any increase or decrease in the number of Units the reallocation will be effective on the date such Amendment to this Declaration or Declaration of Annexation is Recorded.

5.07. Common Expense Liability. The percentage of liability for Common Expenses (the “**Common Expense Liability**”) allocated to each Unit and levied pursuant to *Article 7* is equivalent to the Common Interest Allocation assigned to the Unit.

5.08. Association Votes. One (1) vote is allocated to each Unit. The one vote appurtenant to each Unit is weighted equally for all votes, regardless of the other allocations appurtenant to the Unit. In other words, the one vote appurtenant to each Unit is uniform and equal to the vote appurtenant to every other Unit.

5.09. Master Association Votes. Pursuant to the Notice of Annexation, the Units are included within a Neighborhood (as such term is defined in the Master Covenant). Under the Master Covenant, Master Declarant has the right, but not the obligation, to establish a “**Representative System of Voting**” for the “**Development**”, as such terms are defined in the Master Covenant. If Master Declarant establishes the Representative System of Voting, each Neighborhood will elect a “**Neighborhood Delegate**” (as such term is defined in the Master Covenant) to vote on certain matters requiring a vote of the Members of the Master Association, as more particularly described in the Master Covenant. Until such time as Master Declarant establishes a Representative System of Voting, if ever, and thereafter calls for the first election of a Neighborhood Delegate from the Neighborhood which includes the Units, the votes allocated to all Units created hereunder shall be exercised by the Board of the Association on all matters to be voted on by the Members of the Master Association

5.10. Future Development Area. Any or all of the Future Development Area may be developed by EP Condo Declarant, but there shall be no obligation upon EP Condo Declarant to develop the Future Development Area, or, if the Future Development Area is developed, to include the Future Development Area within the Regime, or to construct improvements of any kind or nature on or within the Future Development Area. EP Condo Declarant shall have the right to add or withdraw real property from the Future Development Area and to replat, re-zone, and change plans with respect to the Future Development Area, which Future Development Area, or the applicable portion thereof, shall not be deemed burdened by the terms and conditions of this Declaration unless and until all or such portion thereof is brought under the terms of this Declaration by a Declaration of Annexation. EP Condo Declarant makes no assurances as to the boundaries of the Future Development Area or the order in which EP Condo Declarant must exercise any Development Right relating to the Future Development Area. If EP Condo Declarant exercises any Development Right relating to any portion of the Future Development Area, EP Condo Declarant shall not have the obligation to exercise such Development Right in relation to any remaining portions of the Future Development Area.

ARTICLE 6
SECTION 2A RESTRICTIONS

6.01. General Provisions. THE PROVISIONS SET FORTH UNDER THIS *ARTICLE 6* SHALL APPLY TO ALL THOSE PARCELS OF LAND DESCRIBED AS LOT 1, BLOCK B, EASTON PARK SUBDIVISION, SECTION 2A.1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 201700254, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; ALL THAT PARCEL OF LAND DESCRIBED AS LOT 2, BLOCK B, EASTON PARK SUBDIVISION, SECTION 2A, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 201600229, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AND, ALL THAT PARCEL OF LAND DESCRIBED AS LOT 3, BLOCK B, EASTON PARK SUBDIVISION, SECTION 2A.2, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 201700253, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (“SECTION 2A”). THE PROVISIONS SET FORTH UNDER THIS *ARTICLE 6* MAY OR MAY NOT APPLY TO EACH SUBSEQUENT PHASE OF THE REGIME, AND SHALL ONLY APPLY TO ADDED UNITS OR ADDED PROPERTY IN SUBSEQUENT PHASES IF SUCH PROVISIONS ARE IDENTIFIED AS BEING APPLICABLE TO SUCH SUBSEQUENT PHASE IN AN AMENDMENT OR DECLARATION OF ANNEXATION TO BE RECORDED FOR SUCH SUBSEQUENT PHASE. This *Article 6* cannot be amended without the prior written consent of the Declarant.

6.02. Zero Lot Line Easement Area. In order to create more usable space and as an intended feature of Section 2A, certain Dwellings within a Unit may be constructed in such a manner that one side elevation of a Dwelling (the “**Zero Elevation**”) is constructed on or immediately adjacent to and parallel to the side boundary line (the “**Zero Lot Line**”) of the Dominant Unit (as defined below). In addition, walls or fencing (which may be combined with the exterior wall of the Dwelling itself), may be constructed along the Zero Lot Line to serve as a physical barrier between such Dwelling within the Dominant Unit and the Adjacent Unit (as defined below). For purposes of this *Section 6.02*: (i) the Unit on which the Dwelling is constructed on or immediately adjacent to and parallel to the Zero Lot Line shall be known as the “**Dominant Unit**”; (ii) any Unit, Limited Common Elements, or General Common Elements immediately adjacent and parallel to the Zero Elevation side of the Dominant Unit shall be known as the “**Adjacent Unit**”; (iii) certain components of the Dwelling constructed on the Dominant Unit, including but not limited to portions of the roof, encroaching onto the Adjacent Unit shall be known as the “**Permitted Dwelling Encroachment**”; (iv) any walls or fencing constructed along the Zero Lot Line, which may be combined with the exterior wall of the Dwelling itself, shall be known as the “**Zero Lot Line Wall or Fence**”; and (v) any and all landscaping constructed along the Zero Lot Line and associated with the Dwelling shall be known as the “**Permitted Landscaping**”. Due to the close proximity of the Zero Elevation of the Dwelling, the Permitted Dwelling Encroachment, the Zero Lot Line Wall or Fence, and/or the Permitted Landscaping to the side boundary line of the Adjacent Unit, the Owner of the Dominant Unit (the “**Dominant Unit Owner**”) may, from time to time, require access to all or portions of the strip of land over and across the Adjacent Unit which is parallel to and measured as no more than five feet (5’) from the common Unit boundary between the Adjacent Unit and the Dominant Unit (the “**Zero Lot Line Easement Area**”). Each Dominant Unit Owner is granted the following easements (the “**Zero Lot Line Easement**”) over and across the Adjacent Unit which are limited to and within the Zero Lot Line Easement Area: (a) for the location, installation, operation, maintenance, repair, relocation, removal and/or modification of each Permitted Dwelling Encroachment; (b) for storm water and sheet flow drainage from the Dominant Unit to the Adjacent Unit; and (c) periodically, and to the extent reasonably necessary, for the maintenance, repair, reconstruction, relocation, removal and/or modification of the Dwelling, the Permitted Dwelling Encroachment, the Zero Lot Line Wall or Fence,

and/or the Permitted Landscaping; provided, however, that the Adjacent Unit shall have the right to use and has the responsibility to maintain, on a day to day basis, the Zero Lot Line Easement Area. The Board may require the Dominant Unit Owner to abide by reasonable rules concerning the use of and providing for the protection of the Adjacent Unit during the Dominant Unit Owner's use of the Zero Lot Line Easement, so long as such rules do not impede or block easement rights granted to the Dominant Unit Owner hereunder, nor cause the Dominant Unit Owner to incur additional expenses while exercising such rights. The Owner of the Adjacent Unit shall not have the right to impede or otherwise block any of the easement rights granted the Dominant Unit Owner hereunder. If an Dominant Unit Owner damages an Adjacent Unit, the Zero Lot Line Easement Area, or any Improvements constructed thereon when exercising the Zero Lot Line Easement granted hereunder, the Dominant Unit Owner will be required to restore the Adjacent Unit, the Zero Lot Line Easement Area, or any Improvements located thereon, to the condition which existed prior to any such damage, at the Dominant Unit Owner's sole cost and expense, within a reasonable period of time not to exceed thirty (30) days after the date the Dominant Unit Owner is notified in writing of the damage by the Association or the Owner of the Adjacent Unit.

6.03. Zero Lot Line Development Easement. EP Condo Declarant hereby reserves, on behalf of itself, and any assignee (e.g., a Homebuilder)(collectively, "**Developer**"), an easement over and across a five foot (5') strip of land which is parallel and adjacent to the common boundary line between the Dominant Unit and the Adjacent Unit for the purpose of constructing each Dwelling (including the Permitted Dwelling Encroachment) on a Dominant Unit or the Zero Lot Line Walls or Fencing or the Permitted Landscaping ("**Zero Lot Line Development Easement**"). The Developer will use reasonable precautions to protect any existing Dwellings and/or Zero Lot Line Wall or Fence. Other than to landscaping, any damages caused by the Developer to any Dwelling when exercising the Zero Lot Line Development Easement reserved hereunder shall be repaired by the Developer at the Developer's expense, within a reasonable period of time not to exceed thirty (30) days after the date of such damage; provided, however, that any damages to landscaping shall be repaired on or before the expiration of thirty (30) days after substantial completion of the construction then being undertaken by the Developer within the Zero Lot Line Development Easement which resulted in the damages.

6.04. Private Streets. Any private streets located within Section 2A are General Common Elements and are administered and maintained by the Association. The Association, acting through the Board, has the express authority to adopt, amend, repeal, and enforce Rules for use of private streets, including but not limited to: (i) identification of vehicles used by Owners and Residents; (ii) designation of parking or no-parking areas; (iii) limitations or prohibitions on curbside parking; (iv) removal or prohibition of vehicles that violate applicable Rules; and (v) fines for violations of applicable Rules. The Private Streets shall be the only Common Elements maintained by the Association. All other Common Elements shall be designated as "Common Area" or "Service Area" (as such terms are defined in the Master Covenant) and maintained by the Master Association, as set forth in *Section 6.05* and *Section 6.06* below. It is anticipated that the Added Property will be made subject to the Regime pursuant to a Declaration of Annexation and may include streets and a gated entry that exclusively serves the additional land. In such event, Declarant reserves the right, in the Declaration of Annexation adding Future Development Area to the Regime, to adopt a cost allocation which differs from the Common Expense Liability for the purpose of allocating expenses associated with the repair, maintenance, and replacement of streets and gates within the Regime.

6.05. Park Common Elements.

(a) **Easement.** Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, hereby grants to all Members of the Master Association and the public an easement of use and enjoyment, access and entry over, across, under, and through the Park Common Elements (the “**Park Use Easement**”). Additionally, each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, hereby grants to the Master Association an easement of access and entry over, across, under, and through the Park Common Elements, as may be necessary or convenient for the Master Association to maintain and repair the Park Common Elements (the “**Park Maintenance Easement**”)(collectively, the Park Use Easement and the Park Maintenance Easement shall be known as the “**Park Common Elements Easement**”). Under this Declaration, the Master Association accepted responsibility for maintenance of the Park Common Elements within Section 2A and will maintain the Park Common Elements as “Common Area” (as defined in the Master Covenant). The Master Association, acting through the Board, has the express authority to adopt, amend, repeal, and enforce rules for use of Park Common Elements.

(b) **Designation of Common Area.** Master Declarant and the EP Condo Declarant hereby designates the Park Common Elements and the Park Common Elements Easement as Common Area for the benefit of the Master Association and all Members of the Master Association. Section 2A is subject to the terms and provisions of the Master Covenant, and as such Common Area shall be maintained by the Master Association, in accordance with the terms and provisions of the Master Covenant.

(c) **Easement to Third-Parties.** Notwithstanding anything to the contrary in the Documents, each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, hereby grants the Association or the Master Association, as applicable, the right to grant permanent easements to the City or District as may be necessary to allow the City of the District to inspect, maintain, and administer the Park Common Elements, and to construct, erect, replace, maintain, or remove any Improvements within the Park Common Elements.

(d) **No Amendment.** This *Section 6.05* cannot be amended without the prior written consent of the Master Declarant.

6.06. Section 2A Landscaping Service Area. This Section creates a “Service Area” (as such term is defined in the Master Covenant) within Section 2A.

(a) **Designation of Service Area.** Master Declarant and the EP Condo Declarant hereby designate those Units within Section 2A identified as Units 26 through 32 and 42 through 81, EP Residential Condominiums Easton Park, a condominium project within Travis County, Texas, according to this Declaration to be recorded in the Official Public Records of Travis County, Texas, as the initial “**Section 2A Landscaping Service Area**”.

(b) **Services Provided by Master Association.** The Section 2A Landscaping Service Area is designated to permit each Unit to receive certain landscaping services from the Master Association. Specifically, Exhibit “E” describes the services presently anticipated to be provided by the Master Association. An easement over and across Section 2A is hereby

reserved on behalf of the Master Association for the purpose of providing such services. Each Owner acknowledges and agrees that such services will be determined and provided exclusively by the Master Association at such time that the Master Association records a written notice thereof in the Official Public Records of Travis County, Texas, as contemplated by *Section 2.04* of the Master Covenant, which this *Section 6.06* shall satisfy such notice requirements, unless the Master Board relinquishes or assigns such rights in a written instrument recorded in the Official Public Records of Travis County, Texas. Service Area Assessments will be levied against each Unit within the Section 2A Landscaping Service Area to fund Service Area Expenses, as more particularly described in the Master Covenant.

(c) **Owner's Maintenance or Repair of Service Area.** Any maintenance or repair performed on or within the Section 2A Landscaping Service Area by an Owner or Resident that is the responsibility of the Master Association hereunder shall be performed at the sole expense of such Owner or Resident and the Owner and Resident shall not be entitled to reimbursement from the Master Association even if the Master Association accepts the maintenance or repair. This paragraph may not be interpreted to evidence consent to any repair or maintenance by an Owner or Resident of components otherwise the responsibility of the Master Association, it being understood that no repair or maintenance may be done to components otherwise the responsibility of the Master Association without the advance written consent of the Master Association. This paragraph is only intended to foreclose any claim for reimbursement by an Owner or Resident in the event of any such unauthorized maintenance or repairs.

(d) **Service Area Conditions Run with the Property.** The obligations and easements set forth herein shall be covenants running with each Unit within the Property and it is hereby declared: (i) that each such Unit within the Section 2A Landscaping Service Area will be held, sold, conveyed, and occupied subject to the foregoing conditions, easements and restrictions which shall run with the Unit and shall be binding upon all parties having any right, title, or interest thereto, their heirs, successors, and assigns and shall inure to the benefit of each Owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to a Unit, or any portion thereof, within the Section 2A Landscaping Service Area shall conclusively be held to have been executed, delivered, and accepted subject to the foregoing conditions, easements 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 notice shall supplement and be in addition to the covenants, conditions, and restrictions of the Master Covenant and any other applicable covenant.

(e) **Owner's Responsibility.** Except as provided in this *Section 6.06*, all other maintenance of the Unit within the Section 2A Landscaping Service Area shall be the responsibility of the Owner thereof. In addition, in the event the Master Board relinquishes the right to provide services to all or any of the Section 2A Landscaping Service Area pursuant to *Section 6.06(b)*, any maintenance or services provided by the Master Association prior to such relinquishment shall automatically become the responsibility of the Owner of the Unit to which such maintenance or services were previously provided by the Master Association.

(f) **No Amendment.** This *Section 6.06* cannot be amended without the prior written consent of the Declarant and the Master Declarant.

ARTICLE 7

COVENANT FOR ASSESSMENTS

7.01. Purpose of Assessments. The Association will use Assessments for the general purposes of preserving and enhancing the Regime, and for the benefit of Owners and Residents, including but not limited to maintenance of the real and personal property, management, and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the Board's decision with respect to the use of Assessments is final.

7.02. Personal Obligation. An Owner is obligated to pay Assessments levied by the Board against the Owner or the Owner's Unit. Payments are made to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other Person regarding any matter to which the Documents pertain. No Owner may be exempt from Assessment liability by such Owner's non-use of the Common Elements or abandonment of the Owner's Unit. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Unit.

7.03. Types of Assessments. There are six (6) types of Assessments: Regular, Special, Utility, Individual, Deficiency, and Master Assessments.

7.04. Regular Assessments.

(a) **Purpose of Regular Assessments.** Regular Assessments are used for Common Expenses related to the recurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

(i) Maintenance, repair, and replacement, as necessary, of the General Common Elements, Limited Common Elements serving more than one (1) Unit, and Improvements, equipment, signage, and property owned by the Association, except those Common Elements designated as to be maintained by the Master Association.

(ii) Maintenance examination and report, as required by *Section 10.03*.

(iii) Utilities billed to the Association.

(iv) Services obtained by the Association and available to all Units, if any.

(v) Taxes on property owned by the Association and the Association's income taxes.

(vi) Management, legal, accounting, auditing, and professional fees for services to the Association.

(vii) Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association.

(viii) Insurance premiums and deductibles.

(ix) Contributions to reserve funds.

(x) Any other expense which the Association is required by Applicable Law or the Documents to pay, or which in the opinion of the Board is necessary or proper for the operation and maintenance of the Regime or for enforcement of the Documents.

(b) **Annual Budget-Regular.** The Board will prepare and approve an annual budget with the estimated expenses to be incurred by the Association for each fiscal year. The budget will take into account the estimated income and Common Expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The Board will make the budget or a summary of the budget available to each Owner, although failure to receive a budget or budget summary will not affect an Owner's liability for Assessments. The Board will provide copies of the budget to Owners who make written request and pay a reasonable copy charge. To ensure budgetary controls on Association expenses, the Master Board shall have the right to elect to approve all budgets prepared by the Board, which such right may be exercised by the Master Board by providing written notice of same to the Board.

(c) **Basis of Regular Assessments.** Regular Assessments will be based on the annual budget. Each Unit will be liable for its allocated share of the annual budget equal to the Common Expense Liability assigned to the Owner's Unit. If the Board does not approve an annual budget or fails to determine new Regular Assessments for any year, or delays in doing so, Owners will continue to pay the Regular Assessment as last determined.

(d) **Supplemental Increases.** If during the course of a year the Board determines that Regular Assessments are insufficient to cover the estimated Common Expenses for the remainder of the year, the Board may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Supplemental increases will be apportioned among the Units in the same manner as Regular Assessments.

7.05. Special Assessments. The Board may levy one or more Special Assessments against all Units for the purpose of defraying, in whole or in part, Common Expenses not anticipated by the annual budget or reserve funds. Special Assessments may be used for the same purposes as Regular Assessments. Special Assessments do not require the approval of the Owners, except that Special Assessments for the acquisition of real property must be approved by at least a Majority of the votes in the Association. Special Assessments will be apportioned among the Units in the same manner as Regular Assessments.

7.06. Utility Assessments. This Section applies to utilities serving the Units and consumed by the Owner and/or Residents that are billed to the Association by the utility provider, and which may or may not be sub-metered by or through the Association. To pay the costs of such utility

usage, the Board may allocate the Association's utility charges among the Units served by any conventional and reasonable method and levy an assessment served for such Unit's portion of such charges (the "**Utility Assessment**"). The levy of a Utility Assessment may include a share of the utilities for the Common Elements, as well as administrative and processing fees, and an allocation of any other charges that are typically incurred in connection with utility or sub-metering services. The Board may, from time to time, change the method of utility allocation, provided the method of allocation is reasonable.

7.07. Individual Assessments. The Board may levy an Individual Assessment against an Owner and the Owner's Unit. Individual Assessments may include, but are not limited to: (i) interest, late charges, and collection costs on delinquent Assessments; (ii) reimbursement for costs incurred in bringing an Owner or the Owner's Unit into compliance with the Documents or Master Documents; (iii) fines for violations of the Documents or Master Documents; (iv) transfer-related fees and resale certificate fees; (v) fees for estoppel letters and copies of the Documents or Master Documents; (vi) insurance deductibles; (vii) reimbursement for damage or waste caused by willful or negligent acts of the Owner or the Residents; (viii) Common Expenses that benefit fewer than all of the Units, which may be assessed according to benefit received, as reasonably determined by the Board; (ix) fees or charges levied against the Association on a per-Unit basis; and (x) "pass through" expenses for services to Units provided through the Association and to be paid by each Unit according to benefit received, as reasonably determined by the Board.

7.08. Deficiency Assessments. The Board may levy a Deficiency Assessment against the Units for the purpose of defraying, in whole or in part, the cost of maintenance, repair, replacement, and/or restoration of the Common Elements, as necessary, performed by the Association or its permittees if insurance proceeds or condemnation awards prove insufficient. Deficiency Assessments will be apportioned among the Units in the same manner as Regular Assessments.

7.09. Working Capital Fund. Upon the transfer of a Unit (including both transfers from Declarant to the initial Owner, and transfers from one Owner of a Unit to a subsequent Owner of the Unit), a working capital fee may be paid from the transferee of the Unit to the Association for the Association's working capital fund. If a working capital fee is collected, then each working capital fee will be collected from the transferee of a Unit upon the conveyance of the Unit from one Owner (including Declarant) to another (expressly including any re-conveyances of the Unit upon resale or transfer thereof). Notwithstanding the foregoing provision, the following transfers of a Unit will not be subject to the working capital fee: (i) foreclosure of a deed of trust lien, tax lien, the Association's Assessment lien, or the Master Association's Assessment lien; (ii) transfer to, from, or by the Association or the Master Association; (iii) transfer to the Homebuilder; (iv) voluntary transfer by an Owner to one or more co-Owners, or to the Owner's spouse, child, or parent; (v) any grantee who is the domestic partner or former spouse of the grantor; (vi) any grantee that is a wholly-owned entity of the grantor; and (vii) any grantee to whom a Unit is conveyed by a will or through the law of intestacy. Contributions to the fund are not advance payments of Regular Assessments and are not refundable. **Declarant may not use working capital fees collected hereunder to pay the operational expenses of the Association until the Declarant Control Period terminates.** Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any working capital fund fee attributable to a Unit (or all Units) by the Recordation of a waiver notice, which waiver may be temporary or permanent.

7.10. Reserve Fund Contribution. Upon the transfer of a Unit (including both transfers from Declarant to the initial Owner, and transfers from one Owner of a Unit to a subsequent Owner of the Unit), a reserve fund contribution may be paid from the transferee of the Unit to the Association for the Association's replacement reserve funds. If a reserve fund contribution is collected, then each reserve fund contribution will be collected from the transferee of a Unit upon the conveyance of the Unit from one Owner (including Declarant) to another (expressly including any re-conveyances of the Unit upon resale or transfer thereof). Notwithstanding the foregoing provision, the following transfers of a Unit will not be subject to the reserve fund contribution: (i) foreclosure of a deed of trust lien, tax lien, the Association's Assessment lien, or the Master Association's Assessment lien; (ii) transfer to, from, or by the Association or the Master Association; (iii) transfer to the Homebuilder; (iv) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent; (v) any grantee who is the domestic partner or former spouse of the grantor; (vi) any grantee that is a wholly-owned entity of the grantor; and (vii) any grantee to whom a Unit is conveyed by a will or through the law of intestacy. Contributions to the fund are not advance payments of Regular Assessments and are not refundable. Declarant may not use the reserve fund contribution collected hereunder to pay the operational expenses of the Association until the Declarant Control Period terminates. Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any reserve fund contribution attributable to a Unit (or all Units) by the Recordation of a waiver notice, which waiver may be temporary or permanent.

7.11. Master Assessments. Each Unit is subject to the terms and provisions of the Master Documents, and accordingly, each Owner will also be a mandatory member of the Master Association and be required to pay Master Assessments to the Master Association in accordance with the Master Documents, including, but not limited to, Service Area Assessments. Under the Master Documents, each Unit will be allocated that number of "Assessment Units" (as defined in the Master Covenant) and votes set forth in the Notice of Annexation attributable to such Unit. The Master Declarant will determine such Assessment Units and votes in its sole and absolute discretion. Unless the Master Association elects otherwise (which election may be made at any time), the Association will collect all Master Assessments payable to the Master Association in accordance with the Master Covenant. The Association will promptly remit all Master Assessments collected from Owners to the Master Association. If the Association fails to timely collect any portion of the Master Assessments due from the Owners, then the Master Association may collect such Master Assessments allocated to a Unit on its own behalf and enforce its lien against the Unit without joinder of the Association. The Association's right to collect Master Assessments on behalf of the Master Association is a license from the Master Association which may be revoked by written instrument at any time, and from time to time, at the sole and absolute discretion of the Master Board.

7.12. Due Date. Regular Assessments are due annually, with quarterly installments of the total annual Regular Assessments to be paid on the first calendar day of each quarter or on such other date or frequency as the Board may designate in its sole and absolute discretion, and are delinquent if not received by the Association on or before such date. Utility, Special, Individual, Deficiency, and Master Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within ten (10) days after notice of the Utility, Special, Individual, Deficiency, or Master Assessment is given.

7.13. Reserve Funds. The Association may maintain reserves for operations at a level determined by the Board to be sufficient to cover the cost of operational or maintenance emergencies or contingencies, including deductibles on insurance policies maintained by the Association.

(a) **Operations Reserves.** The Association may maintain operations reserves at a level determined by the Board to be sufficient to cover the cost of operational or maintenance emergencies or contingencies, including deductibles on insurance policies maintained by the Association. Reserves for operations may be funded from Regular Assessments or Special Assessments.

(b) **Replacement & Repair Reserves - Common Elements.** The Association will maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the Common Elements. Reserves for the replacement and repair of Common Elements may be funded from Regular Assessments or Special Assessments.

7.14. EP Condo Declarant's Right to Inspect and Correct Accounts. For a period of ten (10) years after termination or expiration of the Declarant Control Period, EP Condo Declarant reserves for itself and for EP Condo Declarant's accountants and attorneys, the right, but not the duty, to inspect, correct, and adjust the Association financial records and accounts from the formation of the Association until the termination of the Declarant Control Period. The Association may not refuse to accept an adjusting or correcting payment made by or for the benefit of EP Condo Declarant. By way of illustration but not limitation, EP Condo Declarant may find it necessary to recharacterize an expense or payment to conform to EP Condo Declarant's obligations under the Documents or Applicable Law. This *Section 7.14* may not be construed to create a duty for EP Condo Declarant or a right for the Association, and may not be amended without EP Condo Declarant's written and acknowledged consent. In support of this reservation, each Owner, by accepting an interest in or title to a Unit, hereby grants to EP Condo Declarant a right of access to the Association's books and records that is independent of EP Condo Declarant's rights during the Declarant Control Period and Development Period.

7.15. Association's Right to Borrow Money. The Board is granted the right to borrow money on behalf of the Association, subject to the ability of the Association to repay the borrowed funds from Assessments. To assist its ability to borrow, the Board has the right to encumber, mortgage, or pledge any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred by the Association.

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

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

ARTICLE 8

ASSESSMENT LIEN

8.01. Assessment Lien. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Assessments to the Association. Each Assessment is a charge on the Unit and is secured by a continuing lien on the Unit. Each Owner is placed on notice that title to such Owner's Unit may be subject to the continuing lien for Assessments attributable to a period prior to the date the Owner purchased the Unit. An express lien on each Unit is hereby granted and conveyed by EP Condo Declarant to the Association to secure the payment of Assessments.

8.02. Superiority of Assessment Lien. The Assessment lien is superior to all other liens and encumbrances on a Unit, except only for: (i) real property taxes and assessments levied by governmental and taxing authorities; (ii) Master Assessments levied pursuant to the terms and provisions of the Master Documents; (iii) a Recorded deed of trust lien securing a loan for construction of Improvements upon the Unit or acquisition of the Unit; (iv) a deed of trust or vendor's lien Recorded before this Declaration; or (v) a first or senior purchase money vendor's lien or deed of trust lien Recorded before the date on which the delinquent Assessment became due. The Assessment lien is also superior to any Recorded assignment of the right to insurance proceeds on the Unit, unless the assignment is part of a superior deed of trust lien.

8.03. Effect of Mortgagee's Foreclosure. Foreclosure of a superior lien extinguishes the Association's claim against the Unit for unpaid Assessments that became due before the sale, but does not extinguish the Association's claim against the former Owner. The purchaser at the foreclosure sale of a superior lien is liable for Assessments coming due from and after the date of the sale.

8.04. Notice and Release. The Association's lien for Assessments is created by Recordation of this Declaration, which constitutes record notice and perfection of the lien. No other Recordation of a lien or notice of lien is required. However, in the exercise of its lien rights, the Association may, at its option, cause a notice of the lien to be Recorded. Each lien filed by the Association must be prepared and Recorded by an attorney licensed to practice law in the State of Texas. If the debt is cured after a notice has been Recorded, the Association will Record a release of the notice at the expense of the curing Owner. The Association may require reimbursement of its costs of preparing and Recording the notice before granting the release.

8.05. Power of Sale. By accepting an interest in or title to a Unit, each Owner grants to the Association a private power of sale in connection with the Association's assessment lien. The Board may appoint, from time to time, any Person, including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution duly adopted by the Board.

8.06. Foreclosure of Lien. The Assessment lien may be enforced by judicial or non-judicial foreclosure. A non-judicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any manner permitted by Applicable Law. In any foreclosure, the Owner will be required to pay the Association's costs and expenses for the proceedings, including reasonable attorneys' fees. The Association has the power to bid on the Unit at a foreclosure sale initiated by it and to acquire, hold, lease, mortgage, and convey same

8.07. Lien Rights under Master Declaration. In addition to the lien rights granted to the Association pursuant to the terms and provisions of this Declaration, each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Master Association, assessments levied in accordance with the Master Documents. Each Master Association assessment is a charge on the Unit and is secured by a continuing lien on the Unit as set forth in the Master Documents. Each Owner, and each prospective Owner, is placed on notice that his title may be subject to the continuing lien for Master Association assessments attributable to a period prior to the date the Owner purchased its Unit. An express lien on each Unit has been granted and conveyed by the Sponsor under the Master Documents to the Master Association to secure the payment of the Master Association assessments.

ARTICLE 9

EFFECT OF NONPAYMENT OF ASSESSMENTS

9.01. Generally. An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date. The Association, acting through the Board, is responsible for taking action to collect delinquent Assessments. From time to time, the Association may delegate some or all of the collection procedures and remedies, as the Board in its sole discretion deems appropriate, to the Association's manager, an attorney, or a debt collector.

Neither the Board nor the Association, however, is liable to an Owner or other Person for the Board or the Association's failure or inability to collect or attempt to collect an Assessment. The following remedies are in addition to and not in substitution for all other rights and remedies which the Association may have pursuant to the Documents or Applicable Law.

9.02. Interest. Delinquent Assessments are subject to interest from the due date until paid, at a rate to be determined by the Board from time to time, not to exceed the lesser of eighteen percent (18%) per annum or the maximum permitted by Applicable Law. If the Board fails to establish a rate, the rate is ten percent (10%) per annum.

9.03. Late Fees. Delinquent Assessments are subject to reasonable late fees, at a rate to be determined by the Board from time to time.

9.04. Collection Expenses. The Owner against which Assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, including attorneys' fees and processing fees charged by the manager.

9.05. Acceleration. If an Owner defaults in paying an Assessment that is payable in installments, the Association may accelerate the remaining installments on ten (10) days' written notice

to the defaulting Owner. The entire unpaid balance of the Assessment becomes due on the date stated in the notice.

9.06. Suspension of Vote. Subject to the below-described limitations, if an Owner's account has been delinquent for at least thirty (30) days, the Association may suspend the right to vote appurtenant to the Unit during the period of delinquency. Suspension does not constitute a waiver or discharge of the Owner's obligation to pay Assessments. When the Association suspends an Owner's right to vote, the suspended Owner may nevertheless participate as a Member of the Association for the following activities: (i) be counted towards a quorum; (ii) attend meetings of the Association; (iii) participate in discussion at Association meetings; (iv) be counted as a petitioner for a special meeting of the Association; and (v) vote to remove a Director and for the replacement of the removed Director. If the number of suspended Members exceeds thirty percent (30%) of the total Members (co-Owners of a Unit constituting one Member), all Members are eligible to vote. These limitations are imposed to prevent a Board from disenfranchising a large segment of the membership and to preserve the membership's right to remove and replace Directors.

9.07. Assignment Of Rents. Every Owner hereby grants to the Association a continuing assignment of rents to secure the payment of assessments to the Association. If a Unit's account become delinquent during a period in which the Unit is leased, the Association may direct the Resident to deliver rent to the Association for application to the delinquent account, provided the Association gives the Owner notice of the delinquency, a reasonable opportunity to cure the debt, and notice of the Owner's right to a hearing before the Board. The Association must account for all monies received from a Resident and must remit to the Owner any rents received in excess of the past-due amount. A Resident's delivery of rent to the Association under the authority hereby granted is not a breach of the Resident's lease with the Owner and does not subject the Resident to penalties from the Owner.

9.08. Money Judgment. The Association may file suit seeking a money judgment against an Owner delinquent in the payment of Assessments, without foreclosing or waiving the Association lien for Assessments.

9.09. Notice to Mortgagee. The Association may notify and communicate with any holder of a lien against a Unit regarding the Owner's default in payment of Assessments.

9.10. Application of Payments. The Association may adopt and amend policies regarding the application of payments. After the Association notifies the Owner of a delinquency, any payment received by the Association may be applied in the following order: (i) Master Assessments, (ii) Individual Assessments, (iii) Deficiency Assessments, (iv) Special Assessments, (v) Utility Assessments and (vi) Regular Assessments. The Association may refuse to accept partial payment, *i.e.*, less than the full amount due and payable. The Association may also refuse to accept payments to which the payer attaches conditions or directions contrary to the Association's policy for applying payments. The Association's policy may provide that endorsement and deposit of a payment does not constitute acceptance by the Association, and that acceptance occurs when the Association posts the payment to the Owner's account.

ARTICLE 10
MAINTENANCE AND REPAIR OBLIGATIONS

10.01. Overview. Unless otherwise provided in this Declaration or any Amendment or Declaration of Annexation, generally, the Association maintains the Common Elements and the Owner maintains the Owner's Unit. If any Owner fails to maintain its Unit, the Association may perform the work at the Owner's expense. The respective maintenance obligations of the Association and each Owner are set forth in this Article and are summarized on Exhibit "G"; however, to the extent of any conflict between the provisions of this Article and the summary set forth on Exhibit "G", the provisions of this Article will control.

10.02. Association Maintains. The Association's maintenance obligations will be discharged when and how the Board deems appropriate. Unless otherwise provided in this Declaration, the Association maintains, repairs and replaces, as a Common Expense, all General Common Elements and any Limited Common Elements assigned to more than one (1) Unit. The Association also maintains, as a Common Expense, any component of a Unit delegated to the Association by this Declaration.

10.03. Inspection Obligations.

(a) **Contract for Services.** In addition to the Association's maintenance obligations set forth in this Declaration, the Association may contract with or otherwise retain the services of independent, qualified, individuals or entities to provide the Association with inspection services relative to the maintenance, repair and physical condition of the General Common Elements.

(b) **Schedule of Inspections.** Inspections will take place in accordance with prudent business practices. *A Guide to Association's Examination of Common Elements* is attached to this Declaration as Exhibit "H". The inspectors shall provide written reports of their inspections to the Association promptly following completion thereof. The written reports shall identify any items of maintenance or repair that either require current action by the Association or will need further review and analysis. The Board shall promptly cause all matters identified as requiring attention to be maintained, repaired, or otherwise pursued in accordance with prudent business practices and the recommendations of the inspectors.

(c) **Notice to EP Condo Declarant.** During the Development Period, the Association shall, if requested by EP Condo Declarant, deliver to EP Condo Declarant ten (10) days advance written notice of all such inspections (and an opportunity to be present during such inspection, personally or through an agent) and shall provide EP Condo Declarant (or its Designee) with a copy of all written reports prepared by the inspectors.

(d) **Limitation.** The provisions of this *Section 10.03* shall not apply during the Declarant Control Period unless otherwise directed by EP Condo Declarant.

10.04. Owner Responsibility. Unless otherwise provided in this Declaration or any Amendment or Declaration of Annexation, every Owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property:

(a) To maintain, repair, and replace such Owner's Unit and all Improvements constructed therein or thereon, and any Limited Common Elements assigned exclusively to such Owner's Unit.

(b) To maintain, repair, and replace all portions of the Property for which the Owner is responsible under this Declaration, any Amendment or Declaration of Annexation, or by agreement with the Association.

(c) To not do any work or to fail to do any work which, in the reasonable opinion of the Board, would materially jeopardize the soundness and safety of the Property, reduce the value thereof, or impair any easement or real property right thereto.

(d) To be responsible for the Owner's willful or negligent acts and those of the Owner or Resident when those acts necessitate maintenance, repair, or replacement of Common Elements, the property of another Owner, or any component of the Property for which the Association has maintenance or insurance responsibility.

10.05. Disputes. If a dispute arises regarding the allocation of maintenance responsibilities by the Documents, the dispute will be resolved by the Board. Unit maintenance responsibilities that are allocated to the Association or the Master Association are intended to be interpreted narrowly to limit and confine the scope of Association and the Master Association responsibility. It is the intent of this *Article 10* that all components and areas not expressly delegated to the Association or the Master Association are the responsibility of the individual Owners.

10.06. Warranty Claims. If the Owner is the beneficiary of a warranty against defects to the Common Elements, the Owner irrevocably appoints the Association, acting through the Board, as the Owner's attorney-in-fact to file, negotiate, receive, administer, and distribute the proceeds of any claim against the warranty that pertains to Common Elements.

10.07. Owner's Default In Maintenance. If the Board determines that an Owner has failed to properly discharge such Owner's obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at the Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at the Owner's expense, the cost of such action to be levied as an Individual Assessment against the Owner and such Owner's Unit. In case of an emergency, however, the Board's responsibility to give the Owner written notice is waived, and the Board may take any action it deems necessary to protect persons or property, the cost of such action being at the Owner's expense and being levied as an Individual Assessment.

ARTICLE 11

CONSTRUCTION AND USE RESTRICTIONS

11.01. Prohibition of Construction, Alteration and Improvement. No Improvement, or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction

thereof may occur unless approved in advance by the EP Condo Reviewer and the Easton Park Reviewer as set forth under *Article 12*.

11.02. Variance. The Property is subject to the restrictions contained in this Article, and subject to the Rules. EP Condo Declarant may grant a variance or waiver of a restriction or Rule during the Development Period. The Board, with EP Condo Declarant's written consent during the Development Period, and the Master Board thereafter, may grant a variance or waiver of a restriction or Rule on a case-by-case basis when unique circumstances dictate, and may limit or condition its grant. To be effective, a variance must be in writing and executed by EP Condo Declarant, a Majority of the Master Board, and/or a Majority of the Board, as applicable. The grant of a variance shall not constitute a waiver or estoppel of the right to deny a variance in other circumstances.

11.03. EP Condo Declarant Privileges. In connection with the development and marketing of Units, EP Condo Declarant has reserved a number of rights and privileges that are not available to other Owners or Residents. EP Condo Declarant's exercise of a right or privilege that appears to violate the Documents does not constitute waiver or abandonment of applicable provision of the Documents.

11.04. Association's Right to Promulgate Rules and Amend Policy Manual. The Association, acting through the Board, is granted the right to adopt, amend, repeal, and enforce reasonable Rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. The Association, acting through a Majority of the Board, is further granted the right to amend, repeal, and enforce the Policy Manual, setting forth therein such policies governing the Association as the Board determines to be in the best interest of the Association, in its sole and absolute discretion. During the Development Period, any modification, amendment, or repeal to the Policy Manual or the Rules, and each new policy or Rule, must be approved in advance and in writing by EP Condo Declarant.

11.05. Rules and Regulations. In addition to the restrictions contained in this *Article 11*, each Unit is owned and occupied subject to the right of the Board to establish Rules, and penalties for infractions thereof, governing:

- (a) Use of Common Elements.
- (b) Hazardous, illegal, or annoying materials or activities on the Property.
- (c) The use of Property-wide services provided through the Association.
- (d) The consumption of utilities billed to the Association.
- (e) The use, maintenance, and appearance of anything visible from the street, Common Elements, or other Units.
- (f) The occupancy and leasing of Units.
- (g) Animals.
- (h) Vehicles.

- (i) Disposition of trash and control of vermin, termites, and pests.
- (j) Anything that interferes with maintenance of the Property, operation of the Association, administration of the Documents, or the quality of life for the Owners or the Residents.

During the Development Period, all Rules must be must be approved in advance and in writing by the Master Declarant. After termination or expiration of the Development Period, all Rules must be approved in advance and in writing by a Majority of the Master Association's Board.

11.06. Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without the prior written consent of EP Condo Declarant (during the Development Period) and the Board thereafter, except as specifically provided herein.

11.07. Abandoned Personal Property. Personal property shall not be kept or allowed to remain for more than twelve (12) hours upon any portion of the Common Elements, without the prior written consent of the Board. If the Board determines that a violation exists, then, the Board may remove and either discard or store the personal property in a location which the Board may determine and shall have no obligation to return, replace or reimburse the owner of the property; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the disposition of the property within twenty-four (24) hours after the property is removed. Neither the Association nor any board member, officer or agent thereof shall be liable to any Person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

11.08. Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for anywhere on the Property (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, snakes or lizards, ferrets, monkeys or other exotic animals). Customary domesticated household pets may be kept subject to the Rules. The Board may adopt, amend, and repeal Rules regulating the type, size, number, location, and behavior of animals on the Property. If the Rules fail to establish animal occupancy quotas, an Owner or Resident shall be allowed no more than three (3) household pets plus no more than two (2) birds in any Unit. Permission to maintain other types or additional numbers of household pets must be obtained in writing from the Board. The Board may require or effect the removal of any animal determined to be in violation of the Rules.

11.09. Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Elements is prohibited; provided, however, that the display of lawful firearms on the Common Elements is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Elements to or from the Owner's Unit. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size, and shall also include, without limitation, sling shots, archery, and other projectile emitting devices.

11.10. Annoyance. No Unit may be used in any way that: (i) may reasonably be considered annoying to the Owners or the Residents; (ii) may be calculated to reduce the desirability of the Property as a residential neighborhood; (iii) may endanger the health or safety of an Owner or the Residents; (iv) may result in the cancellation of insurance on any portion of the Property; (v) violates any Applicable Law; or (vi) creates noise or odor pollution. The Board has the sole authority to determine what constitutes an annoyance.

11.11. Appearance. Both the exterior and the interior of the Improvements constructed within a Unit must be maintained in a manner so as not be unsightly when viewed from a street, Common Elements, or other Units. The Board will be the arbitrator of acceptable appearance standards.

11.12. EP Condo Declarant Privileges. In connection with the development and marketing of the Property, as provided in this Declaration and Appendix "A" attached hereto, EP Condo Declarant has reserved a number of rights and privileges to use the Property in ways that are not available to other Owners and Residents. EP Condo Declarant's exercise of a right that appears to violate a Rule or a provision of this Declaration does not constitute waiver or abandonment of the Rule or provision of the Declaration.

11.13. Driveways. Sidewalks, driveways, and other passageways may not be used for any purpose that interferes with their ongoing use as routes of vehicular or pedestrian access.

11.14. Garages. The original garage area of any Dwelling or Improvement constructed within a Unit may not be enclosed or used for any purpose that would prohibit the parking of operable vehicles therein.

11.15. Landscaping. No Person may install new landscaping which is visible from adjacent Units or General Common Elements without the prior written authorization of the Board and the EP Condo Reviewer.

11.16. Noise and Odor. An Owner or Resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy Owners or Residents of neighboring Units. The Rules may limit, discourage, or prohibit noise producing activities and items in the Units and on the Common Elements.

11.17. Residential Use. The use of a Unit is limited exclusively to single-family residential purposes and only one single-family residence may be constructed within each Unit. This residential restriction does not, however, prohibit an Owner or Resident from using the Unit for personal business or professional pursuits provided that: (i) the uses are incidental to the use of the Unit as a residential dwelling; (ii) the uses conform to Applicable Law; (iii) there is no external evidence of the business or professional use; (iv) the business or professional use does not entail visits to the Unit by employees of the business or profession or the general public; and (v) the business or professional use does not interfere with Residents' use and enjoyment of their Units.

11.18. Signs. No sign of any kind may be displayed to the public view on any Unit without the prior written approval of the EP Condo Reviewer, except for:

(a) **EP Condo Declarant Signs.** Signs erected by EP Condo Declarant, Homebuilder, or erected with the advance written consent of EP Condo Declarant;

(b) **Security Signs.** One small security service sign per Unit, provided that the sign has a maximum face area of two (2) square feet and is located no more than five (5) feet from the front elevation of the principal residence constructed upon the Unit;

(c) **Permits.** Permits as may be required by Applicable Law;

(d) **Religious Item on Door.** A religious item on the entry door or door frame of a residence (which may not extend beyond the outer edge of the door frame), provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the residence, does not exceed twenty-five (25) square inches;

(e) **Sale or Rental Signs.** One (1) temporary "For Sale" or "For Lease" sign per Unit, provided that the sign will be limited to: (i) a maximum face area of five square feet (5') on each visible side and, if free standing, is mounted on a single or frame post; (ii) an overall height of the sign from finished grade at the spot where the sign is located may not exceed four feet (4'); and (c) the sign must be removed within two (2) business days following the sale or lease of the Unit;

(f) **Political Signs.** Political signs may be erected provided the sign: (i) is erected no earlier than the 90th day before the date of the election to which the sign relates; (ii) is removed no later than the 10th day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or ballot item. In addition, signs which include any of the components or characteristics described in Section 202.009(c) of the Texas Property Code are prohibited; and

(g) **No Soliciting Signs.** A "no soliciting" sign near or on the front door to the principal residence constructed upon the Unit, provided, that the sign may not exceed twenty-five square inches (25").

Except for signs which are erected by the Master Declarant, the EP Condo Declarant, the Homebuilder, or erected with the advance written consent of EP Condo Declarant, no sign may be displayed in the window of any Improvement located on a Unit.

11.19. Solar Energy Device. Solar Energy Devices may be installed with the advance written approval of the EP Condo Reviewer, as set forth below:

(a) **Approval Application.** To obtain EP Condo Reviewer approval of a Solar Energy Device, the Owner shall provide the EP Condo Reviewer with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner. The Solar Application shall be submitted in accordance with the provisions of *Article 6* of the Master Covenant.

(b) **Approval Process.** The EP Condo Reviewer will review the Solar Application in accordance with the terms and provisions of *Article 6* of the Master Covenant. The EP Condo Reviewer will approve a Solar Energy Device if the Solar Application complies with *Section 11.19(c)* below UNLESS the EP Condo Reviewer makes a written determination that placement of the Solar Energy Device, despite compliance with *Section 11.19(c)*, will create a condition that substantially interferes with the use and enjoyment of property within the Development by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The EP Condo Reviewer's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Units immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 11.19* when considering any such request.

(c) **Approval Conditions.** Unless otherwise approved in advance and in writing by the EP Condo Reviewer, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's Unit, entirely within a fenced area of the Owner's Unit, or entirely within a fenced patio located on the Owner's Unit. If the Solar Energy Device will be located on the roof of the residence, the EP Condo Reviewer may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the Solar Energy Device if installed in the location designated by the EP Condo Reviewer. If the Owner desires to contest the alternate location proposed by the EP Condo Reviewer, the Owner should submit information to the EP Condo Reviewer which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's Unit or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Unit, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; and (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

11.20. Rainwater Harvesting Systems. Rain barrels or rainwater harvesting systems (a "Rainwater Harvesting System") may be installed with the advance written approval of the EP Condo Reviewer.

(a) **Application.** To obtain EP Condo Reviewer approval of a Rainwater Harvesting System, the Owner shall provide the EP Condo Reviewer with the following information: (i)

the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the “**Rain System Application**”). A Rain System Application may only be submitted by an Owner.

(b) **Approval Process.** The decision of the EP Condo Reviewer will be made in accordance with *Article 12* of this Declaration. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 11.20* when considering any such request.

(c) **Approval Conditions.** Unless otherwise approved in advance and in writing by the EP Condo Reviewer, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

(i) The Rainwater Harvesting System must be consistent with the color scheme of the residence constructed within the Owner’s Unit, as reasonably determined by the EP Condo Reviewer.

(ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device.

(iii) The Rainwater Harvesting System is in no event located between the front of the residence constructed within the Owner’s Unit and any adjoining or adjacent street.

(iv) There is sufficient area within the Owner’s Unit to install the Rainwater Harvesting System, as reasonably determined by the EP Condo Reviewer.

(d) **Guidelines.** If the Rainwater Harvesting System will be installed on or within the side yard of a Unit, or would otherwise be visible from a street, Common Element, or another Owner’s Unit, the EP Condo Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, when submitting a Rain System Application, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, Common Element, or another Owner’s Unit. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Unit, or would otherwise be visible from a street, Common Element, or another Owner’s Unit, any additional regulations imposed by the EP Condo Reviewer to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the EP Condo Reviewer.

11.21. Flags. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one (1) flag with official insignia of a college or university (“**Permitted Flag**”) and permitted to install a flagpole no more than five feet (5’) in length affixed to the front of a residence near the principal entry

or affixed to the rear of a residence ("**Permitted Flagpole**") within a Unit. Only two (2) Permitted Flagpoles are allowed per Dwelling and no flags or flagpoles are permitted in any location within the Property which constitutes Limited Common Elements or General Common Elements. A Permitted Flag or Permitted Flagpole need not be approved in advance by the EP Condo Reviewer.

Approval by the EP Condo Reviewer is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Unit ("**Freestanding Flagpole**"). The EP Condo Reviewer is not responsible for: (i) errors in or omissions in the application submitted to the EP Condo Reviewer for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

(a) **Approval Application.** To obtain EP Condo Reviewer approval of any Freestanding Flagpole, the Owner shall provide a request to the EP Condo Reviewer in accordance with *Article 6* of the Master Covenant, including the following information: (a) the location of the flagpole to be installed on the Unit; (b) the type of flagpole to be installed; (c) the dimensions of the flagpole; and (d) the proposed materials of the flagpole (the "**Flagpole Application**"). A Flagpole Application may only be submitted by an Owner UNLESS the Resident provides written confirmation at the time of submission that the Owner consents to the Flagpole Application.

(b) **Approval Process.** The decision of the EP Condo Reviewer will be made in accordance with *Article 6* of the Master Covenant. Any proposal to install a Freestanding Flagpole on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 11.21* when considering any such request.

Each Owner is advised that if the Flagpole Application is approved by the EP Condo Reviewer, installation of the Freestanding Flagpole must: (i) strictly comply with the Flagpole Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Freestanding Flagpole to be installed in accordance with the approved Flagpole Application, the EP Condo Reviewer may require the Owner to: (i) modify the Flagpole Application to accurately reflect the Freestanding Flagpole installed on the Unit; or (ii) remove the Freestanding Flagpole and reinstall the flagpole in accordance with the approved Flagpole Application. Failure to install a Freestanding Flagpole in accordance with the approved Flagpole Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this Section and may subject the Owner to fines and penalties. Any requirement imposed by the EP Condo Reviewer to resubmit a Flagpole Application or remove and relocate a Freestanding Flagpole in accordance with the approved Flagpole Application shall be at the Owner's sole cost and expense.

(c) **Installation, Display and Approval Conditions.** Unless otherwise approved in advance and in writing by the EP Condo Reviewer, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

(i) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Unit, on which only Permitted Flags may be displayed;

(ii) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;

(iii) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');

(iv) The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(v) The display of a flag, or the location and construction of the flagpole must comply with Applicable Law, easements and setbacks of record;

(vi) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;

(vii) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;

(viii) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and,

(ix) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

11.22. Antenna. The installation of only certain antennas shall be permitted on the Property, as further set forth below:

(a) **Prohibited Antennas; Permitted Antennas.** Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc, nor any Solar Energy Device, may be erected, maintained or placed on a Unit without the prior written approval of the EP Condo Reviewer; provided, however, that:

(i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(ii) 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

- (iii) an antenna that is designed to receive television broadcast signals;

(collectively, (i) through (iii) 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 EP Condo Reviewer, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. EP Condo Declarant, Homebuilder, or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Property.

(b) **Location of Permitted Antennas.** A Permitted Antenna may be installed solely on the Owner's Unit and may not encroach upon any street, General Common Elements, Special Common Elements, or any other portion of the Regime. A Permitted Antenna may be installed in a location on the Unit from which an acceptable quality signal can be obtained and where least visible from the street and the rest of the Regime, other than the Unit. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the EP Condo Reviewer are as follows:

- (i) attached to the back of the principal single-family residence constructed on the Unit, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Units and the street; then
- (ii) attached to the side of the principal single-family residence constructed on the Unit, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Units and the street.

The EP Condo Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

Satellite dishes one meter or less in diameter, e.g., DirecTV or Dish satellite dishes, are permitted, HOWEVER, you are required to comply with the rules regarding installation and placement. These rules and regulations may be modified by the EP Condo Reviewer from time to time. Please contact the EP Condo Reviewer for the current rules regarding installation and placement.

11.23. Xeriscaping. As part of the installation and maintenance of landscaping on an Owner's Unit, an Owner may submit plans for and install drought tolerant landscaping (“**Xeriscaping**”) upon written approval by the EP Condo Reviewer. All Owners implementing Xeriscaping shall comply with the following:

- (a) **Application.** Approval by the EP Condo Reviewer is required prior to installing Xeriscaping. To obtain the approval of the EP Condo Reviewer for Xeriscaping, the Owner shall provide the EP Condo Reviewer with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Unit; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or

other accurate depiction, and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the “**Xeriscaping Application**”). A Xeriscaping Application may only be submitted by an Owner unless the Resident provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The EP Condo Reviewer is not responsible for: (i) errors or omissions in the Xeriscaping Application submitted to the EP Condo Reviewer for approval; (ii) supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (iii) the compliance of an approved application with Applicable Law.

(b) **Approval Conditions.** Unless otherwise approved in advance and in writing by the EP Condo Reviewer each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the EP Condo Reviewer. For purposes of this *Section 11.23*, “aesthetically compatible” shall mean overall and long-term aesthetic compatibility within the community. For example, an Owner’s Unit plan may be denied if the EP Condo Reviewer determines that: a) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or, b) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner’s Unit;

(ii) No Owners shall install gravel, rocks or cacti that in the aggregate encompass over ten percent (10%) of such Owner’s front yard or ten percent (10%) of such Owner’s back yard; and

(iii) The Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Units, as reasonably determined by the EP Condo Reviewer.

(c) **Process.** The decision of the EP Condo Reviewer will be made within a reasonable time, or within the time period otherwise required by the specific provisions in the Condominium Design Guidelines, if adopted or other provisions in the Documents which govern the review and approval of improvements. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this *Section 11.23* when considering any such request.

(d) **Approval.** Each Owner is advised that if the Xeriscaping Application is approved by the EP Condo Reviewer installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the EP Condo Reviewer

may require the Owner to: (i) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the property; or (ii) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this Declaration and the Master Covenant and may subject the Owner to fines and penalties. Any requirement imposed by the EP Condo Reviewer to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

11.24. Standby Electric Generators. The installation, operation and maintenance of all Standby Electric Generators must comply with the following:

(a) The installation and maintenance of any Standby Electric Generator must be in compliance with manufacturer's specifications and all Applicable Law;

(b) The installation of all electrical, plumbing and fuel line connections must be performed only by licensed contractors;

(c) The installation of all electrical connections must be performed in accordance with Applicable Law;

(d) The installation of all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be performed in accordance with Applicable Law;

(e) The installation of all liquefied petroleum gas fuel line connections must be performed in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other Applicable Law;

(f) The installation and maintenance of non-integral Standby Electric Generator fuel tanks must comply with applicable municipal zoning ordinances and other Applicable Law;

(g) All Standby Electric Generators and their electrical lines and fuel lines must be maintained in good condition. In addition, the repairing, replacing and removal of any deteriorated or unsafe component of the Standby Electric Generator, including electrical or fuel lines, is required;

(h) Owners must screen the Standby Electric Generator if it is:

(i) Visible from the street faced by a residence; or

(ii) Located in an unfenced side or rear yard of a residence and is visible either from an adjoining Lot or from adjoining Common Element; or

(iii) Located in a fenced side or rear yard and is visible either from an adjoining Unit or from adjoining Common Elements (*i.e.*, through wrought iron or aluminum fencing);

(i) Any periodic testing of the Standby Electric Generator consistent with the manufacturer's recommendation must only be performed during the hours of 9:00 a.m. to 5:00 p.m., Monday through Saturday;

(j) Use of a Standby Electric Generator to generate all or substantially all of the electrical power to a Lot is strictly prohibited, except when utility-generated electrical power is not available or is intermittent due to causes other than nonpayment for utility service;

(k) No Standby Electric Generator shall be located on Common Elements; and

(l) No Standby Electric Generator may be installed prior to obtaining written approval pursuant to *Article 12*.

11.25. Vehicles; Resident Parking. All vehicles on the Property, whether owned or operated by the Residents or their families, are subject to this *Section 11.25* and any Rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. The Board may prohibit any vehicle from which the Board deems to be a nuisance, unsightly, or inappropriate. The Board may prohibit sales, storage, washing, repairs, or restorations of vehicles on the Property. Vehicles that transport inflammatory or explosive cargo are prohibited from the Property at all times. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Property. The Association may affect the removal of any vehicle in violation of this *Section 11.25* or the Rules without liability to the owner or operator of the vehicle.

11.26. Wireless Internet Systems. A wireless Internet communication network ("WiFi System") may be installed or otherwise used in a Unit provided precautions are taken to insure against interfering with, disturbing, or intercepting computer, communications, or other permitted electronic signals, networks, or systems installed in other portions of the Regime. The Board may establish reasonable requirements relating to the installation of WiFi Systems that must be complied with, including, without limitation, requiring assurance from the installation of the system that proper precautions are being taken. Notwithstanding the foregoing, compliance with requirements relating to the installation of WiFi Systems is not a guarantee that any WiFi System installed or otherwise used in a Unit will not interfere with, disturb, or intercept other signals, networks, or systems within the Regime. The Association may require that any WiFi System found to cause such problems be terminated.

ARTICLE 12

EP CONDO REVIEWER

12.01. EASTON PARK REVIEWER. PURSUANT TO THE MASTER COVENANT, EACH OWNER OF A CONDOMINIUM UNIT IS REQUIRED TO COMPLY WITH THE MASTER DESIGN GUIDELINES, UNLESS OTHERWISE APPROVED BY THE EASTON PARK REVIEWER. NO IMPROVEMENTS SHALL BE CONSTRUCTED ON ANY PORTION OF THE PROPERTY UNTIL APPROVAL IS OBTAINED BY THE EASTON PARK REVIEWER. NOTWITHSTANDING ANY PROVISION HEREOF TO THE CONTRARY, THE REVIEW AND APPROVAL OF THE EASTON PARK REVIEWER AND COMPLIANCE WITH THE MASTER DESIGN GUIDELINES IS IN ADDITION TO THE ARCHITECTURAL CONTROL AND REVIEW ESTABLISHED HEREUNDER AND NO IMPROVEMENTS MAY BE CONSTRUCTED ON ANY PORTION OF THE PROPERTY WITHOUT ALSO OBTAINING THE ADVANCE WRITTEN APPROVAL OF THE EASTON PARK REVIEWER AS PROVIDED HEREIN. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND PROVISIONS OF THE MASTER DESIGN

GUIDELINES AND THE CONDOMINIUM DESIGN GUIDELINES, IF ADOPTED PURSUANT TO THIS DECLARATION, THE TERMS OF THE MASTER DESIGN GUIDELINES WILL CONTROL.

12.02. Architectural Control. During the Development Period, neither the Association or 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 EP Condo Reviewer for Improvements is the EP Condo Declarant or its Designee, the Easton Park Reviewer and the Homebuilder pursuant to the Partial Assignment of Development Rights attached as **Addendum "B"**, which shall, unless otherwise set forth herein, exercise any and all rights of the under this Declaration. No Improvement constructed or caused to be constructed by the EP Condo Declarant will be subject to the terms and provisions of this *Article 12* and need not be approved in accordance herewith.

(a) **EP Condo Declarant's Rights Reserved.** Each Owner, by accepting an interest in or title to a 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 EP Condo Declarant, which approval may be granted or withheld at EP Condo Declarant's sole discretion. In reviewing and acting on an application for approval, EP Condo Declarant may act solely in its self-interest and owes no duty to any other person or any organization. EP Condo Declarant may designate one or more persons from time to time to act on its behalf in reviewing and responding to applications.

(b) **Delegation by EP Condo Declarant.** During the Development Period, EP Condo Declarant may from time to time, but is not obligated to, 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 EP Condo Declarant to: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) to veto any decision which EP Condo Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. The EP Condo Declarant is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the EP Condo 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 governmental codes and ordinances, state and federal laws.

12.03. Architectural Control by Association. Unless and until such time as EP Condo 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 EP Condo Declarant, which pursuant to *Section 12.02* such delegation has been made to the Easton Park Reviewer, the Association, acting through an architectural control committee (the "**Condominium ACC**") will assume jurisdiction over architectural control and will have the powers of the EP Condo Reviewer hereunder.

(a) **Condominium ACC.** The Condominium ACC will consist of at least three (3) but no more than seven (7) persons appointed by the Board. Members of the Condominium 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 Condominium ACC, in which case all references in the Documents to the Condominium ACC will be construed to mean the Board. Members of the Condominium ACC need not be Owners or Residents, 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 Condominium ACC has sole discretion with respect to taste, design, and all standards specified in this Article. The members of the Condominium ACC have no liability for the Condominium ACC's decisions made in good faith, and which are not arbitrary or capricious. The Condominium ACC is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the Condominium 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 governmental codes and ordinances, state and federal laws.

12.04. Prohibition of Construction, Alteration and Improvement. No Improvement, or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction thereof may occur unless approved in advance by the EP Condo Reviewer. The EP Condo 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 Property and the Development. Notwithstanding the foregoing, each Owner will have the right to modify, alter, repair, decorate, redecorate, or improve the interior of a Unit, provided that such action is not visible from any other portion of the Development or Property.

12.05. 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 Condominium Design Guidelines, if any, or any additional rules adopted by the EP Condo Reviewer together with any review fee which is imposed by the EP Condo Reviewer in accordance with *Section 12.05(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 EP Condo Reviewer. The EP Condo 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 EP Condo Reviewer or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The EP Condo Reviewer may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the EP Condo Reviewer, in its sole discretion, may require. Site plans must be approved by the EP Condo Reviewer prior to the clearing of any Lot or Condominium Unit, or the construction of any Improvements. The EP

Condo Reviewer may refuse to approve plans and specifications for proposed Units, 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 EP Condo Reviewer, are deemed sufficient, including, but not limited to, purely aesthetic grounds.

(b) **Condominium Design Guidelines.** The EP Condo Reviewer will have the power, from time to time, to adopt, amend, modify, or supplement the Condominium Design Guidelines which may apply to all or any portion of the Property. In the event of any conflict between the terms and provisions of the Condominium Design Guidelines and the terms and provisions of this Declaration, the terms and provisions of this Declaration will control. In addition, the EP Condo 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 Declaration. Such charges will be held by the EP Condo Reviewer and used to defray the administrative expenses and any other costs incurred by the EP Condo Reviewer in performing its duties hereunder; provided, however, that any excess funds held by the EP Condo Reviewer will be distributed to the Association at the end of each calendar year. The EP Condo Reviewer will not be required to review any plans until a complete submittal package, as required by this Declaration and the Condominium Design Guidelines, is assembled and submitted to the EP Condo Reviewer. The EP Condo Reviewer will have the authority to adopt such additional or alternate procedural and substantive rules and guidelines not in conflict with this Declaration (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 EP Condo Reviewer as provided herein, and the EP Condo 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 EP Condo Reviewer may grant variances from compliance with any of the provisions of the Documents, when, in the opinion of the EP Condo Reviewer, in its sole and absolute discretion, such variance is justified. All variances must be evidenced in writing and, if EP Condo Declarant has assigned its rights to the Condominium ACC, must be approved by the EP Condo Declarant until expiration or termination of the Development Period, a Majority of the Board, and a Majority of the members of the Condominium 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 EP Condo Reviewer, EP Condo Declarant, the Board or the Condominium ACC. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in 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 property 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 EP Condo Reviewer of any final plans and specifications, and any variances granted by the EP Condo 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 EP Condo Reviewer, and the EP Condo Reviewer will have the authority to re-evaluate such plans and specifications in accordance with this *Section 12.05(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 EP Condo Reviewer to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the EP Condo 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 EP Condo Reviewer.

(g) **Non-Liability of EP Condo Reviewer.** NEITHER THE MASTER DECLARANT, THE EP CONDO DECLARANT, THE BOARD, THE EASTON PARK REVIEWER, NOR THE EP CONDO 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 EP CONDO REVIEWER'S DUTIES UNDER THIS DECLARATION.

12.06. Limits on Liability. NEITHER THE EP CONDO DECLARANT, THE MASTER DECLARANT, THE BOARD, THE MASTER BOARD, NOR THE EASTON PARK REVIEWER, NOR ANY OF THE DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, OR AGENTS OF EACH OF THE AFOREMENTIONED ENTITIES, WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE EP CONDO REVIEWER'S DUTIES UNDER THIS DECLARATION. NEITHER THE DECLARANT, NOR THE BOARD, OR THEIR DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES OR AGENTS ARE RESPONSIBLE FOR: (I) ERRORS IN OR OMISSIONS FROM THE PLANS AND SPECIFICATIONS SUBMITTED TO THE EP CONDO REVIEWER; (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 GOVERNMENTAL CODES AND ORDINANCES, STATE AND FEDERAL LAWS. APPROVAL OF A MODIFICATION OR IMPROVEMENT MAY NOT BE DEEMED TO CONSTITUTE A WAIVER OF THE RIGHT TO WITHHOLD APPROVAL OF SIMILAR PROPOSALS, PLANS OR SPECIFICATIONS THAT ARE SUBSEQUENTLY SUBMITTED.

ARTICLE 13

UNIT LEASING

13.01. Leasing Restriction. Notwithstanding any provision in this Declaration to the contrary, in order to preserve the high standards of maintenance and care and the other benefits from a low turnover of occupants, no more than fifty percent (50%) of the annexed Units within the Regime may be rented or leased in the same period of time (the "**Leasing Cap**"). The EP Condo Declarant and

the Board shall have the express power and authority prohibit an Owner from leasing or renting their Unit in the event the EP Condo Declarant or the Board determines such lease or rental will exceed the Leasing Cap. Notwithstanding the foregoing, no Leasing Cap or other leasing restrictions shall apply to any Owner who has obtained a loan from the United States Department of Veterans Affairs (a “**VA Loan**”). To the extent that any provision set forth in this Declaration and Bylaws regarding leasing is inconsistent with the requirements of guaranteed or direct loan programs of the United States Department of Veteran Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations (“**DVA Financing**”), such provision shall not apply to any Unit that is: (i) encumbered by DVA Financing or; (ii) owned by the Department of Veteran Affairs.

13.02. Lease Conditions. The leasing of Units is subject to the following conditions: (i) no Unit may be rented for transient purposes, as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, or any similar purpose, or for a period less than six (6) months; (ii) not less than an entire Unit may be leased; (iii) all leases must be in writing and must be made subject to the Documents and the Master Documents; (iv) an Owner is responsible for providing the Resident with copies of the Documents and Master Documents and notifying the Resident of changes thereto; and (v) each Resident is subject to and must comply with all provisions of the Documents, the Master Documents, and Applicable Law. The Board may adopt additional Rules which further limit the leasing of Units, and shall have the express power and authority to adopt a leasing permit system which limits the number of Units which may be leased at any one time, provided, that the leasing rules and leasing permit system is not otherwise prohibited by the requirements and/or guidelines promulgated by an Underwriting Lender. Notwithstanding the foregoing provision, any additional leasing restrictions and any leasing permit system must be approved in advance and in writing by EP Condo Declarant until expiration or termination of the Development Period.

13.03. Provisions Incorporated By Reference Into Lease. Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the Resident, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(a) **Compliance with Master Documents and Documents.** The Resident shall comply with all provisions of the Documents and the Master Documents shall control the conduct of all other Residents of the leased Unit, as applicable, in order to ensure such compliance. The Owner shall cause all Residents of the Owner’s Unit to comply with the Documents and the Master Documents and shall be responsible for all violations by such Residents, notwithstanding the fact that such Residents of the Unit are fully liable and may be sanctioned for any such violation. If the Resident violates the Documents or the Master Documents or a Rule for which a fine is imposed, notice of the violation shall be given to the Owner and the Resident, and such fine may be assessed against the Owner or the Resident. Unpaid fines shall constitute a lien against the Unit.

(b) **Assignment of Rents.** If the Owner fails to pay any Assessment or any other charge against the Unit for a period of more than thirty (30) days after it is due and payable, then the Owner hereby consents to the assignment of any rent received from the Resident during the period of delinquency, and, upon request by the Board, the Resident shall pay directly to the Association all unpaid Assessments and other charges payable during and

prior to the term of the lease and any other period of occupancy by tenant. The Resident need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by tenant shall reduce, by the same amount, tenant's obligation to make monthly rental payments to the Owner.

(c) **Violation Constitutes Default.** Failure by any Resident to comply with the Documents, the Master Documents or Applicable Law is deemed to be a default under the lease. When the Association notifies an Owner of such violation, the Owner will promptly obtain compliance or exercise his or her rights as a landlord for tenant's breach of lease. If the Resident's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his or her tenant's compliance, then the Association or the Master Association has the power and right to pursue the remedies of a landlord under the lease or Applicable Law for the default, including eviction of the Resident.

(d) **Association as Attorney-in-Fact.** Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Documents by the Association, each Owner appoints the Master Association as the Owner's attorney-in-fact, with full authority to act in the Owner's place in all respects, for the purpose of enforcing the Master Documents against the Residents, including but not limited to the authority to institute forcible detainer proceedings, provided the Master Association gives the Owner at least ten (10) days' notice, by certified mail, of its intent to so enforce the Master Documents.

(e) **Master Association and Association Not Liable for Damages.** The Owner of a leased Unit is liable to the Association or the Master Association for any expenses incurred by the Master Association or the Association in connection with enforcement of the Documents or Master Documents against the Resident. Neither the Association nor the Master Association is liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Master Association's enforcement of the Master Documents or the Association's enforcement of the Documents against the Resident.

ARTICLE 14

ASSOCIATION OPERATIONS

14.01. Board. Unless the Documents expressly reserve a right, action, or decision to the Owners, EP Condo Declarant, or another party, the Board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Documents to the "Association" may be construed to mean "the Association acting through a Majority of the Board."

14.02. Association. The duties and powers of the Association are those set forth in the Documents, together with the general and implied powers of a condominium association and a nonprofit corporation organized under Applicable Law. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its Members and the Regime, subject only to the limitations on the exercise of such powers as stated in the Documents.

14.03. Name. A name is not the defining feature of the Association. Although the initial name of the Association is EP Residential Condominiums Association, Inc., the Association may operate under any name that is approved by the Board and: (i) filed with the Travis County Clerk as an assumed name; or (ii) filed with the Secretary of State of Texas as the name of the filing entity. The Association may also change its name by amending the Documents, except in the event the corporate charter has been revoked and the name, "EP Residential Condominiums Association, Inc." is no longer available. In such event, the Board will cause a notice to be Recorded stating the current name of the Association. Another legal entity with the same name as the Association, or with a name based on the name of the Property, is not the Association, which derives its authority from this Declaration.

14.04. Duration. The Association was formed as of the date on which the Certificate was filed with the Texas Secretary of State. The Association will continue to exist at least as long as this Declaration, as it may be amended, is effective against all or part of the Property.

14.05. Governance. The Association will be governed by a Board elected by the Members. Unless the Bylaws or Certificate provide otherwise, 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. The Association will be administered in accordance with the Documents and Applicable Law. Unless the Documents provide otherwise, any action requiring approval of the Members may be approved in writing by Owners representing at least a Majority of the total number of votes in the Association, or at a meeting by Owners' representing at least a Majority of the total number of votes in the Association.

14.06. Merger. Merger or consolidation of the Association with another association must be evidenced by an Amendment to this Declaration. The Amendment must be approved by Owners holding at least two-thirds (2/3) of the total number of votes in the Association. On merger or consolidation of the Association with another association, the property, rights, and obligations of another association may, by operation of Applicable Law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Documents, together with the covenants and restrictions established on any other property under its jurisdiction. No merger or consolidation, however, will effect a revocation, change, or addition to the covenants established by this Declaration.

14.07. Membership. Each Owner is a Member of the Association, ownership of a Unit being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the Unit. The Board may require satisfactory evidence of transfer of ownership before a purported Owner is entitled to vote at a meeting of the Association. If a Unit is owned by more than one Person, each co-Owner is a Member of the Association and may exercise the membership rights appurtenant to the Unit.

14.08. Manager. The Board may delegate the performance of certain functions to one or more managers or managing agents of the Association. To assist the Board in determining whether to delegate a function, a *Guide to Association's Major Management & Governance Functions* is attached to this Declaration as Exhibit "I" (the "**Guide**"). The Guide lists several of the major management and governance functions of a typical residential development with a mandatory owners association. The Guide, however, may not be construed to create legal duties for the Association and its board members, officers, employees, and agents. Rather, the Guide is intended as a tool or an initial checklist for the

Board to use periodically when considering a delegation of its functions. As a list of functions that owners associations commonly delegate to a manager, the Guide should not be considered as a complete list of the Board's duties, responsibilities, or functions. Notwithstanding any delegation of its functions, the Board is ultimately responsible to the Members for governance of the Association.

14.09. Books and Records. The Association will maintain copies of the Documents and the Association's books, records, and financial statements. Books and records of the Association will be made available for inspection and copying pursuant to the requirements of Chapter 22 of the Texas Business Organizations Code and the Act. The Association, upon the request of a prospective purchaser of a Unit, will provide the prospective purchaser with a copy of the Documents and the most recent audited financial statements of the Association. The Association will be permitted to charge a reasonable fee for copies of such Documents and statements.

14.10. Indemnification. The Association indemnifies every officer, director, and committee member (for purposes of this *Section 14.10*, "**Leaders**") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with any threatened or pending action, suit, or proceeding to which the Leader is a party or respondent by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment. A Leader is liable for his or her willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. As a Common Expense, the Association may maintain general liability and directors' and officers' liability insurance to fund this obligation.

14.11. Obligations of Owners. Without limiting the obligations of Owners under the Documents, each Owner has the following obligations:

(a) **Information.** Within thirty (30) days after acquiring an interest in a Unit, within thirty (30) days after the Owner has notice of a change in any information required by this Subsection, and on request by the Association from time to time, an Owner will provide the Association with the following information: (i) a copy of the Recorded deed by which Owner has acquired title to the Unit; (ii) the Owner's address and phone number; (iii) any Mortgagee's name; (iv) the name and phone number of any Resident other than the Owner; and (v) the name, address, and phone number of Owner's managing agent, if any.

(b) **Pay Assessments.** Each Owner will pay Assessments properly levied by the Association against the Owner or such Owner's Unit and will pay Regular Assessments without demand by the Association.

(c) **Compliance with Documents.** Each Owner will comply with the Documents as amended from time to time.

(d) **Reimburse for Damages.** Each Owner will pay for damage to the Property caused by the negligence or willful misconduct of the Owner or a Resident of the Owner's Unit.

(e) **Liability for Violations of Documents.** Each Owner is liable to the Association for violations of the Documents by the Owner or a Resident of the Owner's Unit, and for

costs incurred by the Association to obtain compliance, including attorney's fees whether or not suit is filed.

(f) **Liability for Violations of Master Documents**. Each Owner is liable to the Master Association for violations of the Master Documents by the Owner or a Resident of the Owner's Unit, and for costs incurred by the Master Association to obtain compliance, including attorney's fees whether or not suit is filed.

14.12. Unit Resales. This *Section 14.12* applies to every sale or conveyance of a Unit or an interest in a Unit by an Owner other than EP Condo Declarant:

(a) **Resale Certificate**. An Owner intending to sell his or her Unit will notify the Association and will request a condominium resale certificate from the Association.

(b) **No Right of First Refusal**. The Association does not have a right of first refusal and may not compel a selling Owner to convey the Owner's Unit to the Association.

(c) **Other Transfer-Related Fees**. A number of independent fees may be charged in relation to the transfer of title to a Unit, including but not limited to, fees for resale certificates, estoppel certificates, copies of Documents, compliance inspections, ownership record changes, and priority processing, provided the fees are customary in amount, kind and number for the local marketplace. Transfer-related fees are not refundable and may not be regarded as a prepayment of or credit against Regular Assessments or Special Assessments. Transfer-related fees may be charged by the Association or by the Association's managing agent, provided there is no duplication of fees. Transfer-related fees are not subject to the Association's assessment lien, and are not payable by the Association. This *Section 14.12(c)* does not obligate the Board to levy transfer-related fees.

(d) **Exclusions**. The requirements of *Section 14.12* do not apply to the following transfers: (i) foreclosure of a mortgagee's deed of trust lien, a tax lien, or the Association's assessment lien; (ii) conveyance by a mortgagee who acquires title by foreclosure or deed in lieu of foreclosure; transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more Co-Owners, or to the Owner's spouse, child, or parent; a transfer by a fiduciary in the course of administering a decedent's estate, guardianship, conservatorship, or trust; a conveyance pursuant to a court's order, including a transfer by a bankruptcy trustee; or (iv) a disposition by a government or governmental agency. Additionally, the requirements of this *Section 14.12* do not apply to the initial conveyance from EP Condo Declarant.

ARTICLE 15

ENFORCING THE DOCUMENTS

15.01. Notice And Hearing. Before levying a fine for violation of the Documents (other than nonpayment of Assessments), the Association will give the Owner written notice of the levy and an opportunity to be heard, to the extent required by Applicable Law. The Association's written notice must contain a description of the violation or property damage; the amount of the proposed fine or damage charge; a statement that not later than the thirtieth (30th) day after the date of the notice, the

Owner may request a hearing before the Board to contest the fine or charge; and a stated date by which the Owner may cure the violation to avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months. The Association may also give a copy of the notice to the Resident of the Unit. Pending the hearing, the Association may continue to exercise all rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine or damage charge. The Owner may attend the hearing in person, or may be represented by another person or written communication. The Board may adopt additional or alternative procedures and requirements for notices and hearings, provided they are consistent with Applicable Law.

15.02. Remedies. The remedies provided in this *Article 15* for breach of the Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Documents and by Applicable Law, the Association has the following rights to enforce the Documents:

(a) **Nuisance.** The result of every act or omission that violates any provision of the Documents is a nuisance, and any remedy allowed by Applicable Law against a nuisance, either public or private, is applicable against the violation.

(b) **Fine.** The Association may levy reasonable charges, as an Individual Assessment, against an Owner and the Owner's Unit if the Owner or a Resident violate a provision of the Documents. Fines may be levied for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the Owner's obligations under the Documents.

(c) **Suspension.** The Association may suspend the right of Owners and Residents to use Common Elements (except rights of ingress and egress) for any period during which the Owner or a Resident violate the Documents. A suspension does not constitute a waiver or discharge of the Owner's obligations under the Documents.

(d) **Self-Help.** The Association has the right to enter a Common Element or Unit to abate or remove, using force as may reasonably be necessary, any Improvement, thing, animal, person, vehicle, or condition that violates the Documents. In exercising this right, the Association is not trespassing and is not liable for damages related to the abatement. The Board may levy its costs of abatement against the Unit and Owner as an Individual Assessment. Unless an emergency situation exists in the good faith opinion of the Board, the Board will give the violating Owner fifteen (15) days' notice of its intent to exercise self-help. Notwithstanding the foregoing, the Association may not alter or demolish any Improvement within a Unit without judicial proceedings.

(e) **Suit.** Failure to comply with the Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, the Association will give the defaulting party reasonable notice and an opportunity to cure the violation.

15.03. Board Discretion. The Board may use its sole discretion in determining whether to pursue a violation of the Documents, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the particular

circumstances: (i) the Association's position is not sufficiently strong to justify taking any or further action; (ii) the provision being enforced is or may be construed as inconsistent with Applicable Law; (iii) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable Person or to justify expending the Association's resources; or (iv) that enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

15.04. No Waiver. The Association and every Owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Documents. Failure by the Association or by any Owner to enforce a provision of the Documents is not a waiver of the right to do so thereafter.

15.05. Recovery of Costs. The costs of curing or abating a violation are the expense of the Owner or other Person responsible for the violation. If legal assistance is obtained to enforce any provision of the Master Documents or the Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Master Documents or the Documents or the restraint of violations of the Master Documents or the Documents, the prevailing party is entitled to recover from the non-prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

15.06. Right of Action by Owners by Association; Release. The Owners, acting collectively or individually, shall have the right to maintain actions against the Association for its willful failure to comply with the provisions of the Act, this Declaration or the Bylaws or its willful failure to perform its duties and responsibilities hereunder; provided, however, except as otherwise provided by the Documents, no other action shall be brought against the Association or its Affiliates, Designees, predecessors, successors, consultants, insurers, or sureties, by the Owners, or the Association. Subject to the Association's obligations under this Declaration, except as otherwise provided by the Documents, each Owner hereby releases, acquits and forever discharges the Association, and its Affiliates, Designees, predecessors, successors, consultants, insurers, or sureties and assigns and agrees to hold such Persons harmless of and from any and all claims, damages, liabilities, costs and/or expenses (including reasonable attorneys' fees) relating to the construction of, repair or restoration of, or the sale to the Owners of the Units, or the Common Elements. This release shall release and forever discharge the Association and its Affiliates, Designees, predecessors, successors, consultants, insurers, sureties and assigns, from all claims and causes of action, whether statutory or under the common law, known or unknown, now accrued, or that arise in the future.

15.07. Right of Action by Association. The Association shall not have the power to institute, defend, intervene in, settle or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 21.01(a)* below, relating to the design or construction of a Unit (whether one or more). The foregoing sentence is expressly intended to remove from the power of the Association the right, under *Section 82.102* of the Act, to institute, defend, intervene in, settle, or compromise litigation or administrative proceedings on behalf of two (2) or more Owners on matters affecting the Regime. This *Section 15.07* may not be amended or modified without EP Condo Declarant's written and acknowledged consent, which must be part of the Recorded Amendment.

15.08. Enforcement by Master Association and Master Declarant. The Master Association or Master Declarant shall have the right, but not the obligation, to enforce any violation of

the terms and provisions of the Master Documents. In the event the Master Association or Master Declarant elects to enforce the Master Documents, and except in the case of an emergency (an emergency for the purpose of this *Section 15.08* shall mean any violation which may damage all or any portion of the Development or the "Property", as such term is defined in the Master Covenant, or cause physical injury to any Person), the Master Association or Master Declarant will provide written notice to EP Condo Declarant, during the Development Period, and the Board, which notice will describe the violation in reasonable detail (the "**Violation Notice**"). If EP Condo Declarant or the Association fails to remedy the violation specified in the Violation Notice on or before the expiration or thirty (30) days after receipt of such notice, or fails to exercise diligent and good faith efforts to cause the violation to be corrected (which may include initiating appropriate enforcement actions against an Owner in accordance with the Master Documents), the Master Association or Master Declarant may, but shall in no event have the obligation, to initiate enforcement actions against the Owner for such violation. If the Master Association or Master Declarant initiates an enforcement action against an Owner, the Master Association or Master Declarant, as the case may be, will have the same enforcement and cost recovery rights reserved on behalf of the Association pursuant to this *Article 15*.

NEITHER MASTER DECLARANT NOR THE MASTER ASSOCIATION HAVE A DUTY OR OBLIGATION TO THE ASSOCIATION, EP CONDO DECLARANT, ANY OWNER OR THEIR RESIDENTS TO ENFORCE THE DOCUMENTS.

ARTICLE 16

INSURANCE

16.01. General Provisions. The broad purpose of this *Article 16* is to require that the Property be insured with the types and amounts of coverage that are customary for similar types of properties and that are acceptable to mortgage lenders, guarantors, or insurers that finance the purchase or improvement of Units. The Board will make every reasonable effort to comply with the requirements of this *Article 16*.

(a) **Unavailability.** The Association, and its directors, officers, and managers, will not be liable for failure to obtain any coverage required by this *Article 16* or for any loss or damage resulting from such failure if the failure is due to the unavailability of a particular coverage from reputable insurance companies, or if the coverage is available only at demonstrably unreasonable cost.

(b) **No Coverage.** Even if the Association and the Owner have adequate amounts of recommended and required coverages, the Property may experience a loss that is not covered by insurance. In that event, the Association is responsible for restoring the Common Elements as a Common Expense, and the Owner is responsible for restoring such Owner's Unit at Owner's sole expense. This provision does not apply to the deductible portion of a policy.

(c) **Requirements.** The cost of insurance coverages and bonds maintained by the Association is a Common Expense. Insurance policies and bonds obtained and maintained by the Association must be issued by responsible insurance companies authorized to do business in the State of Texas. The Association must be the named insured on all policies obtained by the Association. The Association's policies should contain the standard

mortgage clause naming either the Mortgagee or its servicer followed by “its successors and assigns.” The loss payee clause should show the Association as trustee for each Owner and Mortgagee. Policies of property and general liability insurance maintained by the Association must provide that the insurer waives its rights to subrogation under the policy against an Owner. The Association’s insurance policies will not be prejudiced by the act or omission of any Owner or Resident who is not under the Association’s control.

(d) **Association as Trustee.** Each Owner irrevocably appoints the Association, acting through its Board, as the Owner’s trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association.

(e) **Notice of Cancellation or Modification.** Each insurance policy maintained by the Association should contain a provision requiring the insurer to give prior written notice, as provided by the Act, to the Board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured. The Board will give to Mortgagees, and the insurer will give Mortgagees, prior notices of cancellation, termination, expiration, or material modification.

(f) **Deductibles.** An insurance policy obtained by the Association may contain a reasonable deductible, and the amount thereof may not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the coverage limits required by this Declaration or an Underwriting Lender. In the event of an insured loss, the deductible is treated as a Common Expense of the Association in the same manner as the insurance premium. However, if the Board reasonably determines that the loss is the result of the negligence or willful misconduct of an Owner or Resident, then the Board may levy an Individual Assessment against the Owner and the Owner’s Unit for the amount of the deductible that is attributable to the act or omission, provided the Owner is given notice and an opportunity to be heard in accordance with *Section 16.01* of this Declaration.

16.02. Property Insurance. The Association will obtain property insurance in accordance with Section 82.111(a) of the Act. The insurance must be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. All hazard and flood insurance policies which include any Units must also have the standard mortgagee clause.

(a) **Common Property Insured.** If insurable, the Association will insure: (i) General Common Elements; (ii) Limited Common Elements assigned to more than one (1) Unit; and (iii) property owned by the Association including, if any, records, furniture, fixtures, equipment, and supplies.

(b) **Units Not Insured by Association.** In no event will the Association maintain property insurance on the Units or the Dwellings constructed thereon. Accordingly, each Owner will be obligated to maintain property insurance on such Owner’s Unit and any Limited Common Elements assigned exclusively to such Owner’s Unit or the Dwelling constructed thereon, including any betterments and Improvements constructed within or exclusively serving such Unit, in an amount sufficient to cover one hundred percent (100%)

of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. In addition, the Association does not insure an Owner or Resident's personal property. THE ASSOCIATION STRONGLY RECOMMENDS THAT EACH OWNER AND RESIDENT PURCHASE AND MAINTAIN INSURANCE ON SUCH OWNER'S OR RESIDENT'S PERSONAL BELONGINGS.

(c) **Endorsements.** To the extent reasonably available, the Association will obtain endorsements to its property insurance policy if required by an Underwriting Lender.

16.03. Liability Insurance. The Association will maintain a commercial general liability insurance policy over the Common Elements – expressly excluding the liability of each Owner and Resident within their Unit – for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Elements. If the policy does not contain a severability of interest provision, it should contain an endorsement to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or other Owners.

16.04. Worker's Compensation. The Association may maintain worker's compensation insurance if and to the extent necessary to meet the requirements of Applicable Law or if the Board so chooses.

16.05. Fidelity Coverage. The Association may maintain blanket fidelity coverage for any Person who handles or is responsible for funds held or administered by the Association, whether or not the Person is paid for his or her services. The policy should be for an amount that exceeds the greater of: (i) the estimated maximum funds, including reserve funds, that will be in the Association's custody at any time the policy is in force; or (ii) an amount equal to three (3) months of Regular Assessments on all Units. A management agent that handles Association funds should be covered for its own fidelity insurance policy with the same coverages.

16.06. Directors and Officers Liability. The Association may maintain directors and officers liability insurance, errors and omissions insurance, indemnity bonds, or other insurance the Board deems advisable to insure the Association's directors, officers, committee members, and managers against liability for an act or omission in carrying out their duties in those capacities.

16.07. Other Policies. The Association may maintain any insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association.

ARTICLE 17

RECONSTRUCTION OR REPAIR AFTER LOSS

17.01. Subject To Act. The Association's response to damage or destruction of the Property will be governed by Section 82.111(i) of the Act. The following provisions apply to the extent the Act is silent.

17.02. Restoration Funds. For purposes of this *Article 17*, "**Restoration Funds**" include insurance proceeds, condemnation awards, Deficiency Assessments, Individual Assessments, and other funds received on account of or arising out of injury or damage to the Common Elements. All funds paid to the Association for purposes of repair or restoration will be deposited in a financial institution in

which accounts are insured by a federal agency. Withdrawal of Restoration Funds requires the signatures of at least two (2) Board members.

(a) **Sufficient Proceeds.** If Restoration Funds obtained from insurance proceeds or condemnation awards are sufficient to repair or restore the damaged or destroyed Common Elements, the Association, as trustee for the Owners, will promptly apply the funds to the repair or restoration.

(b) **Insufficient Proceeds.** If Restoration Funds are not sufficient to pay the estimated or actual costs of restoration as determined by the Board, the Board may levy a Deficiency Assessment against the Owners to fund the difference.

(c) **Surplus Funds.** If the Association has a surplus of Restoration Funds after payment of all costs of repair and restoration, the surplus will be applied as follows: If Deficiency Assessments were a source of Restoration Funds, the surplus will be paid to Owners in proportion to their contributions resulting from the Deficiency Assessment levied against them; provided that no Owner may receive a sum greater than that actually contributed by him or her, and further provided that any Delinquent Assessments owed by the Owner to the Association will first be deducted from the surplus. Any surplus remaining after the disbursement described in the foregoing paragraph will be common funds of the Association to be used as directed by the Board.

17.03. Costs and Plans.

(a) **Cost Estimates.** Promptly after the loss, the Board will obtain reliable and detailed estimates of the cost of restoring the damaged Common Elements. Costs may include premiums for bonds and fees for the services of professionals, as the Board deems necessary, to assist in estimating and supervising the repair.

(b) **Plans and Specifications.** Common Elements will be repaired and restored substantially as they existed immediately prior to the damage or destruction.

17.04. Owner's Duty to Repair. Unless otherwise approved by the EP Condo Reviewer, within sixty (60) days after the date of damage, the Owner will begin repair or reconstruction of the Owner's Unit, subject to the right of the Association to supervise, approve, or disapprove repair or restoration during the course thereof. Unless otherwise approved by the EP Condo Reviewer, the residence must be repaired and restored substantially in accordance with original construction plans and specifications.

17.05. Owner's Liability For Insurance Deductible. If repair or restoration of Common Elements is required as a result of an insured loss, the Board may levy an Individual Assessment, in the amount of the insurance deductible, against the Owner or Owners who would be responsible for the cost of the repair or reconstruction in the absence of insurance.

ARTICLE 18
TERMINATION AND CONDEMNATION

18.01. Association As Trustee. Each Owner hereby irrevocably appoints the Association, acting through the Board, as trustee to deal with the Property in the event of damage, destruction, obsolescence, condemnation, or termination of all or any part of the Property. As trustee, the Association will have full and complete authority, right, and power to do all things reasonable and necessary to effect the provisions of this Declaration and the Act, including, without limitation, the right to receive, administer, and distribute funds, awards, and insurance proceeds; to effect the sale of the Property as permitted by this Declaration or by the Act; and to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner.

18.02. Termination. Termination of the terms of this Declaration and the Regime will be governed by Section 82.068 of the Act and *Section 19.04* below.

18.03. Condemnation. The Association's response to condemnation of any part of the Property will be governed by Section 82.007 of the Act. On behalf of Owners, but without their consent, the Board may execute and Record an Amendment of this Declaration to reallocate the Common Interest Allocation following condemnation and to describe the altered parameters of the Property. If the Association replaces or restores Common Elements taken by condemnation by obtaining other land or constructing additional Improvements, the Board may, to the extent permitted by Applicable Law, execute and Record an Amendment without the prior consent of Owners to describe the altered parameters of the Property and any corresponding change of facilities or Improvements.

ARTICLE 19
MORTGAGEE PROTECTION

19.01. Introduction. This Article is supplemental to, not a substitution for, any other provision of the Documents. In case of conflict, this Article controls. A provision of the Documents requiring the approval of a specified percentage of Mortgagees will be based on the number of Units subject to mortgages held by Mortgagees. For example, "51 percent of Mortgagees" means Mortgagees of fifty-one percent (51%) of the Units that are subject to mortgages held by Mortgagees.

19.02. Notice to Mortgagee. As provided in this *Article 19*, the Association is required to provide each Mortgagee with written notice upon the occurrence of certain actions as described in *Section 19.08*, or to obtain the approval of Mortgagees in the event of certain Amendments to this Declaration or Declarations of Annexation as described in *Section 19.09* or the termination of this Declaration as described in *Section 19.04*. To enable the Association to provide the notices and obtain such approval, each Owner must provide to the Association the complete name and address of such Owner's Mortgagee, including the loan number and such additional information concerning the Owner's Mortgagee as the Association may reasonably require. In the event an Owner fails to provide the Association with the information required by this *Section 19.02* after the expiration of thirty (30) days after the Association's written request, the Owner's failure to provide such information will be considered a violation of the terms and provisions of this Declaration.

19.03. Amendment. This *Article 19* establishes certain standards for the benefit of Underwriting Lenders, and is written to comply with their requirements and guidelines in effect at the

time of drafting. If an Underwriting Lender subsequently changes its requirements, the Board, without approval of Owners or Mortgagees, may amend this *Article 19* and other provisions of the Documents, as necessary, to meet the requirements of the Underwriting Lender.

19.04. Termination. Termination of the terms of this Declaration and the condominium status of the Regime will be governed by Section 82.068 of the Act, subject to the following provisions. In the event of condemnation of the entire Regime, an Amendment to terminate may be executed by the Board without a vote of Owners or Mortgagees. Any election to terminate this Declaration and the condominium status of the Regime under circumstances other than condemnation of the entire Regime shall require the consent of: (i) Owners representing at least eighty percent (80%) of the total votes in the Association; (ii) EP Condo Declarant during the Development Period; and (iii) sixty-seven percent (67%) of Mortgagees.

19.05. Implied Approval. The approval of a Mortgagee is implied when the Mortgagee fails to respond within sixty (60) days after receiving the Association's written request for approval of a proposed Amendment, provided the Association's request was delivered by certified or registered mail, return receipt requested.

19.06. Other Mortgagee Rights.

(a) **Inspection of Books.** The Association will maintain current copies of the Documents and the Association's books, records, and financial statements. Mortgagees may inspect the Documents and records, by appointment, during normal business hours.

(b) **Financial Statements.** A Mortgagee may have an audited statement prepared at its own expense.

(c) **Attendance at Meetings.** A representative of a Mortgagee may attend and address any meeting which an Owner may attend.

(d) **Right of First Refusal.** The Association does not have a right of first refusal and may not compel a selling Owner to convey the Owner's Unit to the Association. Any right of first refusal imposed by the Association with respect to a lease, sale, or transfer of a Unit does not apply to a lease, sale, or transfer by a Mortgagee, including transfer by deed in lieu of foreclosure or foreclosure of a deed of trust lien.

(e) **Management Contract.** If professional management of the Association is required by this *Article 19*, the contract for professional management may not require more than ninety (90) days' notice to terminate the contract, nor payment of a termination penalty.

19.07. Insurance Policies. If an Underwriting Lender that holds a mortgage on a Unit or desires to finance a Unit has requirements for insurance of condominiums, the Association must try to obtain and maintain the required coverage, to the extent reasonably available, and must try to comply with any notifications or processes required by the Underwriting Lender. Because underwriting requirements are subject to change, they are not recited here.

19.08. Notice of Actions. The Association will use its best efforts to send timely written notice to Mortgagees of the following actions:

- (a) Any condemnation or casualty loss that affects a material portion of the Regime or the mortgaged Unit.
- (b) Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of the mortgaged Unit.
- (c) A lapse, cancellation, or material modification of any insurance policy maintained by the Association.
- (d) Any proposed action that requires the consent of a specified percentage of Mortgagees.
- (e) Any proposed Amendment of a material nature, as provided in this *Article 19*.
- (f) Any proposed termination of the condominium status of the Regime.

19.09. Amendments of a Material Nature. An Amendment of a material nature must be approved by Owners representing at least sixty-seven percent (67%) of the total votes in the Association, and by at least fifty-one percent (51%) of Mortgagees. **THIS APPROVAL REQUIREMENT DOES NOT APPLY TO AMENDMENTS EFFECTED BY THE EXERCISE OF A DEVELOPMENT RIGHT AS PROVIDED IN APPENDIX "A" ATTACHED HERETO.** A change to any of the provisions governing the following would be considered material:

- (a) Voting rights.
- (b) Assessment liens or the priority of assessment liens.
- (c) Reductions in reserves for maintenance, repair, and replacement of Common Elements.
- (d) Responsibility for maintenance and repairs.
- (e) Reallocation of interests in the General Common Elements or Limited Common Elements, or rights to their use; except that when Limited Common Elements are reallocated by EP Condo Declarant pursuant to any rights reserved by EP Condo Declarant pursuant to Appendix "A" or by agreement between Owners (only those Owners and only the Mortgagees holding mortgages against those Units need approve the action).
- (f) Redefinitions of boundaries of Units, except that when the boundaries of only adjoining Units are involved, then only those Owners and the Mortgagees holding Mortgages against the Unit or Units need approve the action, and except pursuant to any rights reserved by EP Condo Declarant pursuant to Appendix "A".
- (g) Convertibility of Units into Common Elements or Common Elements into Units.

(h) Expansion or contraction of the Regime, or the addition, annexation, or withdrawal of property to or from the Regime.

(i) Property or fidelity insurance requirements.

(j) Imposition of any restrictions on the leasing of Units.

(k) Imposition of any restrictions on Owners' right to sell or transfer their Units.

(l) Restoration or repair of the Regime, in a manner other than that specified in the Documents, after hazard damage or partial condemnation.

(m) Any provision that expressly benefits mortgage holders, insurers, or guarantors.

ARTICLE 20

AMENDMENTS

20.01. Consents Required. As permitted by the Act or by this Declaration, certain Amendments to this Declaration may be executed by EP Condo Declarant acting alone, or by certain Owners acting alone, or by the Board acting alone. Otherwise, Amendments to this Declaration must be approved by Owners representing at least sixty-seven percent (67%) of the total votes in the Association.

20.02. Amendments Generally. For Amendments requiring the consent of Mortgagees, the Association will send each Mortgagee a detailed description, if not the exact wording, of any proposed Amendment. Notwithstanding any provisions in this Declaration to the contrary, no Amendment to this Declaration shall modify, alter, abridge or delete any: (i) provision of this Declaration that benefits the EP Condo Declarant, the Master Declarant, the EP Condo Reviewer, the Easton Park Reviewer, the Association, or the Master Association; (ii) rights, privileges, easements, protections, or defenses of the EP Condo Declarant, the Master Declarant, the EP Condo Reviewer, the Easton Park Reviewer, the Association, or the Master Association; or (iii) rights of the Owners or the Association in relationship to the EP Condo Declarant, the Master Declarant, the EP Condo Reviewer, the Easton Park Reviewer, the Association, or the Master Association, without the written consent of EP Condo Declarant, Master Declarant, the EP Condo Reviewer, the Easton Park Reviewer, the Association, or the Master Association as applicable, attached to and Recorded with such Amendment. In addition, no Amendment to this Declaration shall modify, alter, abridge or delete any: (i) permissible use of a Unit absent the consent of the Owner(s) of the Unit affected by the change in permissible use; or (ii) any license, easement or other contractual rights contained in this Declaration, including, without limitation, any license, easement or contractual right benefiting or in favor of the EP Condo Declarant, the Master Declarant, the EP Condo Reviewer, the Easton Park Reviewer, the Association, or the Master Association.

20.03. Effective. To be effective, an Amendment must be in the form of a written instrument: (i) referencing the name of the Regime, the name of the Association, and the Recording data of this Declaration and any Amendments hereto; (ii) signed and acknowledged by an officer of the Association, certifying the requisite approval of Owners and, if required, Mortgagees; provided, however, this subsection (ii) will not apply for Amendments or Declaration of Annexations prosecuted

by EP Condo Declarant pursuant to any rights reserved by EP Condo Declarant under this Declaration; and (iii) Recorded.

20.04. EP Condo Declarant Rights. EP Condo Declarant has an exclusive right to unilaterally amend this Declaration for the purposes stated in Appendix "A" (including but not limited to the right to Record an Amendment or Declaration of Annexation). Any Amendment (including a Declaration of Annexation) that may be executed by EP Condo Declarant alone is not required to name the Association or to be signed by an officer of the Association. No Amendment may affect EP Condo Declarant or Master Declarant's rights under this Declaration without EP Condo Declarant or Master Declarant's written and acknowledged consent, which must be part of the Recorded Amendment. Because Appendix "A" of this Declaration is destined to become obsolete, beginning thirty (30) years after the date this Declaration is first Recorded, the Board may restate, rerecord, or publish this Declaration without Appendix "A". The automatic expiration and subsequent deletion of Appendix "A" does not constitute an Amendment of this Declaration. This *Section 20.04* may not be amended without EP Condo Declarant and Master Declarant's advanced written and acknowledged consent.

ARTICLE 21

DISPUTE RESOLUTION

21.01. Introduction and Definitions. The EP Condo Declarant, the Master Declarant, the Association, the Master Association, the Owners, the Easton Park Reviewer, the EP Condo Reviewer, all Persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "**Parties**") agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all Claims as hereafter defined. This *Article 21* may only be amended with the prior written approval of the EP Condo Declarant, the Association (acting through the Majority of the Board), and Owners holding one hundred percent (100%) of the votes in the Association. As used in this Article only, the following words, when capitalized, have the following specified meanings:

(a) "**Claim**" means:

(i) Claims relating to the rights and/or duties of the Master Declarant, the EP Condo Declarant, the Master Association, the Association, or an Owner under the Documents or the Act;

(ii) Claims relating to the acts or omissions of EP Condo Declarant or the Association during control and administration of the Association and any claims asserted against the Board or a Person serving as a Board member, officer, or committee member of the Association;

(iii) Claims relating to the acts or omissions of the EP Condo Reviewer or the Easton Park Reviewer if the claim relates to any act or omission of the Easton Park Reviewer or the EP Condo Reviewer while controlled by Master Declarant or the EP Condo Declarant, as applicable; and,

(iv) Claims relating to the design or construction of the Dwellings, Units, Common Elements, or any Improvement located within the Regime.

(b) “**Claimant**” means any Party having a Claim against any other Party.

(c) “**Respondent**” means any Party against which a Claim has been asserted by a Claimant.

(d) Claims described in *Section 21.01(a)(i), (ii), and (iii)* are collectively referred to herein as “**Other Claims**”. Claims described in *Section 21.01(a)(iv)* are referred to herein as “**Construction Claims**”.

21.02. Mandatory Procedures. Claimant may not initiate any proceeding before any court or administrative tribunal seeking redress of resolution of its Claim until Claimant has complied with the procedures of this *Article 21*. As provided in *Section 21.08* below, a Claim will be resolved by binding arbitration.

21.03. Claim by the Association or Owner. In the event the Association or an Owner asserts a Claim, as a precondition to providing the Notice defined in *Section 21.04*, initiating the mandatory dispute resolution procedures set forth in this Article, or taking any other action to prosecute a Claim, the Association or Owner must:

(a) **Independent Report on the Condition of the Property Subject to the Construction Claim.** Obtain an independent third-party report (the “**Inspection Report**”) from a licensed professional engineer which: (i) identifies the property subject to the Construction Claim including the present physical condition of the property; (ii) describes any modification, maintenance, or repairs to the Improvements performed by the Unit Owner(s) and/or the Association; (iii) provides specific and detailed recommendations regarding remediation and/or repair of the Improvements subject to the Construction Claim. The Inspection Report must be obtained directly by the Claimant and paid for by the Claimant and not prepared by a Person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Claimant in the Construction Claim. The Claimant, as a precondition to providing the Notice described in *Section 21.04*, must have provided at least ten (10) days prior written notice of the inspection to each party subject to a Construction Claim which notice shall identify the independent third-party engaged to prepare the Inspection Report, the specific Improvements to be inspected, and the date and time the inspection will occur. Each party subject to a Construction Claim may attend the inspection, personally or through an agent. Upon completion, the Inspection Report shall be provided to each party subject to a Construction Claim. In addition, before providing the Notice described in *Section 21.04*, the Claimant shall have permitted each party subject to a Construction Claim the right, for a period for ninety (90) days, to inspect and correct, any condition identified in the Inspection Report. This *Section 21.03* is not applicable to Other Claims

(b) **Owner Meeting and Approval.** If the Claim is made by the Association, obtain approval from Members holding sixty-seven percent (67%) of the votes in the Association to provide the Notice described in *Section 21.04*, initiate the mandatory dispute resolution

procedures set forth in this *Article 21*, or take any other action to prosecute a Claim, which approval from Members must be obtained at a special meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (i) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (ii) for Construction Claims only, a copy of the Inspection Report; (iii) a copy of any proposed engagement letter, with the terms of such engagement between the Association and an attorney to be engaged by the Association to assert or provide assistance with the Claim (the “**Engagement Letter**”); (iv) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which the Association may be liable if it is not the prevailing party or that the Association will be required, pursuant to the Engagement Letter or otherwise, to pay if the Association elects to not to proceed with the Claim; (v) a summary of the steps previously taken, and proposed to be taken, by the Board to resolve the Claim; (vi) for Construction Claims only, an estimate of the impact on the value of each Unit if the Claim is prosecuted and an estimate of the impact on the value of each Unit after resolution of the Claim; (vii) a statement that initiating a Claim may affect the market value, marketability, or refinancing of a Unit; (viii) an estimate of the impact on the marketability of each Unit if the Claim is prosecuted and during prosecution of the Claim; (ix) the manner in which the Association proposes to fund the cost of prosecuting the Claim; and (x) the impact on the finances of the Association, including the impact on present and projected reserves, in the event the Claim is prosecuted and if the Association is not the prevailing party. The notice required by this paragraph must be prepared and signed by a Person other than, and not employed by or otherwise affiliated with, the attorney or law firm that represents or will represent the Association in the Claim. In the event Members approve providing the Notice described in *Section 21.04*, or taking any other action to prosecute a Claim, the Members holding a Majority of the votes in the Association, at special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

21.04. Notice. Claimant must notify Respondent in writing of the Claim (the “**Notice**”), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, Persons involved, and Respondent's role in the Claim; (ii) the basis of the Claim (*i.e.*, the provision of the Documents or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this Section. For Claims governed by Chapter 27 of the Texas Property Code, the time period for negotiation in *Section 21.05* below, is equivalent to the sixty (60) day period under Section 27.004 of the Texas Property Code. If a Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with *Section 21.05*, to comply with the terms and provisions of Section 27.004 during such sixty (60) day period. *Section 21.05* does not modify or extend the time period set forth in Section 27.004 of the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 of the Texas Property Code could affect a Claim if the Claim is subject to Chapter 27 of the Texas Property Code. The one hundred and twenty (120) day period for mediation set forth in *Section 21.06* below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to *Section 21.06* is required without regard to the monetary amount of the Claim.

The Notice will also include: (a) for Construction Claims, a true and correct copy of the Inspection Report; (b) a copy of the Engagement Letter; (c) for Construction Claims, any additional evidence obtained by the Association or an Owner that depicts the nature and cause of the Construction Claim, and the nature and extent of repairs necessary to remedy the Construction Claim, including expert reports, photographs, and videotapes; (d) if the Claim is brought by the Association, a true and correct copy of the special meeting notice provided to Members in accordance with *Section 21.03(b)* above; and (e) if the Claim is brought by the Association, reasonable and credible evidence confirming that Members holding sixty-seven percent (67%) of the votes in the Association approved providing the Notice.

21.05. Negotiation. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (60) days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually-acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Property, then at such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the Property to take and complete corrective action.

21.06. Mediation. If the parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Respondent will submit the Claim to mediation in accordance with this *Section 21.06*.

21.07. Termination Of Mediation. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate arbitration proceedings on the Claim, as appropriate and permitted by this *Article 21*.

21.08. Binding Arbitration-Claims. All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this *Section 21.08*. This *Section 21.08* may not be amended without the prior written approval of EP Condo Declarant, Master Declarant, and Owners holding a Majority of the votes in the Association.

(a) **Governing Rules.** If a Claim has not been resolved after Mediation as required by *Section 21.06*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 21.08* and the rules and procedures of JAMS, Inc. ("**JAMS**") or, if JAMS is unable or unwilling to act as the arbitrator, then the arbitration shall be conducted by another neutral reputable arbitration service selected by Respondent in Travis County, Texas. Regardless of what entity or person is acting as the arbitrator, the arbitration shall be

conducted in accordance with the JAMS' "Construction Industry Dispute Resolution Procedures" and, if they apply to the disagreement, the rules contained in the Supplementary Procedures for Consumer-Related Disputes. If such Rules have changed or been renamed by the time a disagreement arises, then the successor rules will apply. Also, despite the choice of rules governing the arbitration of any Claim, if JAMS has, by the time of Claim, identified different rules that would specifically apply to the Claim, then those rules will apply instead of the rules identified above. In the event of any inconsistency between any such applicable rules and this *Section 21.08*, this *Section 21.08* will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal, but may be reduced to judgment in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:

- (i) one arbitrator shall be selected by Respondent, in its sole and absolute discretion;
- (ii) one arbitrator shall be selected by the Claimant, in its sole and absolute discretion; and
- (iii) one arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

(b) **Exceptions to Arbitration; Preservation of Remedies.** No provision of, nor the exercise of any rights under, this *Section 21.08* will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

(c) **Scope of Award; Modification or Vacation of Award.** The arbitrator shall resolve all Claims in accordance with the Applicable Law. The arbitrator may grant any remedy or relief that the arbitrator deem just and equitable and within the scope of this *Section 21.08*; provided, however, that for a Claim, or any portion of a Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages which exceed the damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code except that in no event may attorney's fees or costs be awarded to a Party. In all arbitration proceedings the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties

shall have the right to seek vacation or modification of any award that is based in whole, or in part, on (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Applicable Law; (ii) conclusions of law that are erroneous; (iii) an error of federal or state law; or (iv) a cause of action or remedy not expressly provided under existing state or federal law. In no event may an arbitrator award speculative, consequential, or punitive damages for any Claim.

(d) **Other Matters.** To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in Travis County, Texas. Unless otherwise provided by this *Article 21*, the arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and Applicable Law. The arbitrator shall have the power to award recovery of all costs and fees (including attorney's fees, administrative fees, and arbitrator's fees) to the prevailing party. Each party agrees to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law or regulation. In no event shall any party discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

21.09. Allocation Of Costs. Except as otherwise provided in this *Article 21*, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Arbitration sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

21.10. General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

21.11. Period of Limitation.

(a) **For Actions by an Owner or Resident of a Unit.** The exclusive period of limitation for any of the Parties to bring a Claim shall be: (i) for Construction Claims, two (2) years and one (1) day from the date that the Owner or Resident discovered or reasonably should have discovered evidence of the Construction Claim; (ii) for Other Claims, four (4) years and one (1) day from the date that the Owner or Resident discovered or reasonably should have discovered evidence of the Other Claim.

(b) **For Actions by the Association.** The exclusive period of limitation for the Association to bring a Claim shall be: (i) for Construction Claims, two (2) years and one (1) day from the date that the Association or its agents discovered or reasonably should have discovered evidence of the Construction Claim; (ii) for Other Claims, four (4) years and one (1) day from the date that the Association discovered or reasonably should have discovered evidence of the Other Claim.

21.12. Funding Arbitration and Litigation. The Association must levy a Special Assessment to fund the estimated costs of arbitration conducted pursuant to this *Article 21* or any judicial action initiated by the Association. The Association may not use its annual operating income or reserve funds or savings to fund arbitration or litigation, unless the Association's annual budget or a savings account was established and funded from its inception as an arbitration and litigation reserve fund.

21.13. Approval & Settlement. Notwithstanding any provision in this Article to the contrary, the initiation of binding arbitration for a Claim as required by this Article is subject to the following conditions:

(a) **Owner Acceptance.** Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by this *Section 21.13* and *Article 21*.

(b) **Settlement.** The Board, on behalf of the Association and without the consent of Owners, is hereby authorized to negotiate the settlement of arbitration and litigation, and may execute any document related thereto, such as settlement agreement and waiver or release of claims.

ARTICLE 22

GENERAL PROVISIONS

22.01. Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either by electronic mail, personally or by mail. Such notice shall be deemed delivered at the time of personal or electronic delivery, and if delivery is made by mail, it shall be deemed to have been delivered on the third day (other than a Saturday, 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 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 of created.

22.02. Compliance. The Owners hereby covenant and agree that the administration of the Association will be in accordance with the provisions of the Documents and Applicable Law.

22.03. Integration into Master Development. The Regime is subject to all terms, conditions and restrictions set forth in the Master Documents. The Master Documents may be amended in accordance with the terms and provisions thereof, from time to time, and such amendments shall be binding and enforceable against all Owners.

22.04. Higher Authority. The Documents are subordinate to Applicable Law. Generally, the terms of the Documents are enforceable to the extent they do not violate or conflict with Applicable Law.

22.05. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Regime

and of promoting and effectuating the fundamental concepts of the Regime set forth in this Declaration. This Declaration shall be construed and governed under Applicable Law.

22.06. Duration. Unless terminated or amended by Owners, the Master Declarant, and the EP Condo Declarant as permitted herein, the provisions of this Declaration run with and bind the Regime, and will remain in effect perpetually to the extent permitted by Applicable Law.

22.07. Captions. In all Documents, the captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. Boxed notices are inserted to alert the reader to certain provisions and are not to be construed as defining or modifying the text.

22.08. Construction. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections, or articles hereof. Throughout this Declaration there appears text enclosed by a box. This text is used to aid in the reader's comprehension of certain provisions of this Declaration. In the event of a conflict between the text enclosed by a box and any provision of this Declaration, the provision of the Declaration will control.

22.09. Appendix/Exhibits. The following exhibits and appendix are attached to this Declaration and are incorporated herein by reference:

Exhibit "A"	Property
Exhibit "B"	Plat and Plans
Exhibit "B-1"	Description of Future Development Area
Exhibit "C"	Encumbrances
Exhibit "D"	Park Common Elements
Exhibit "E"	Services Provided to Section 2A Landscaping Service Area
Exhibit "F"	Common Interest Allocations
Exhibit "G"	Maintenance Responsibility Chart
Exhibit "H"	Guide to Association's Examination of Common Elements
Exhibit "I"	Guide to Association's Major Management and Governance Functions
Appendix "A"	Development Rights
Appendix "B"	Partial Assignment of Development Rights

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date of Recording.

EP CONDO DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____

Printed Name: _____

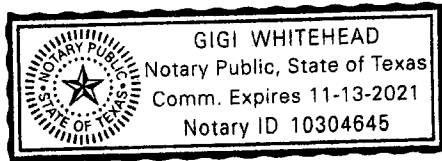
Title: _____

CHAD MATTHESON
CFO

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 7th day of March 2019, by Chad Matheson, CFO, of **CARMA EASTON LLC**, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)



Gigi Whitehead

Notary Public Signature

CONSENT TO PARTIALLY ASSUME DECLARANT RIGHTS

By its execution of this Declaration, Homebuilder hereby consents to the partial assignment of rights set forth in Appendix B of this Declaration and accepts such rights.

HOMEBUILDER:

BROOKFIELD RESIDENTIAL TEXAS HOMES, LLC,
a Texas limited liability company

By: 

Printed Name: CHAD MATHESON

Title: CFO

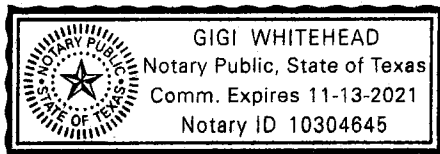
THE STATE OF TEXAS §

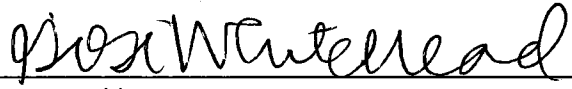
§

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 7th day of March 2019, by chad matheson, CFO, of **BROOKFIELD RESIDENTIAL TEXAS HOMES, LLC**, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)




Notary Public Signature

CONSENT TO DESIGNATION BY MASTER DECLARANT

The undersigned, as Master Declarant under the Master Covenant, executes this Declaration for the limited purpose of consenting to the designation under *Section 6.05* of this Declaration of the Common Area under the Master Covenant and the designation under *Section 6.06* of this Declaration of the Section 2A Landscaping Service Area under the Master Covenant.

MASTER DECLARANT:

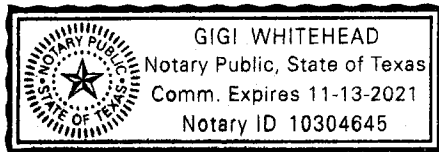
CARMA EASTON LLC,
a Texas limited liability company

By: [Signature]
Printed Name: CHAD MATHESON
Title: CFO

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 7th day of March, 2019, by Chad Matheson, CFO of **CARMA EASTON LLC**, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)



[Signature]
Notary Public Signature

CONSENT TO ASSUME MAINTENANCE OBLIGATIONS

The undersigned executes this Declaration for the limited purposes of consenting to acceptance of assignment of the maintenance obligations set forth in *Section 6.05* and *6.06* of this Declaration.

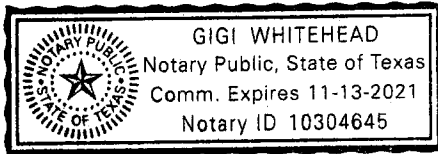
EASTON PARK MASTER COMMUNITY, INC.,
a Texas nonprofit corporation

By: [Signature]
Name: CHAD MATHESON
Title: PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 7th day of March, 2019, by Chad Matheson, President of Easton Park Master Community, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

(seal)



[Signature]
Notary Public, State of Texas

EXHIBIT "A"

PROPERTY DESCRIPTION

All that parcel of land described as Lot 1, Block B, Easton Park Subdivision, Section 2A.1, a subdivision recorded in Document Number 201700254, Official Public Records of Travis County, Texas ("**Lot 1**");

All that parcel of land described as Lot 2, Block B, Easton Park Subdivision, Section 2A, a subdivision recorded in Document Number 201600229, Official Public Records of Travis County, Texas ("**Lot 2**"); and,

All that parcel of land described as Lot 3, Block B, Easton Park Subdivision, Section 2A.2, a subdivision recorded in Document Number 201700253, Official Public Records of Travis County, Texas ("**Lot 3**").

EP RESIDENTIAL CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
DECLARATION OF CONDOMINIUM REGIME

EXHIBIT "B"

CONDOMINIUM PLAT AND PLANS – PART A

The plat and plans, attached hereto as Exhibit "B" contains the information required by the Texas Uniform Condominium Act.

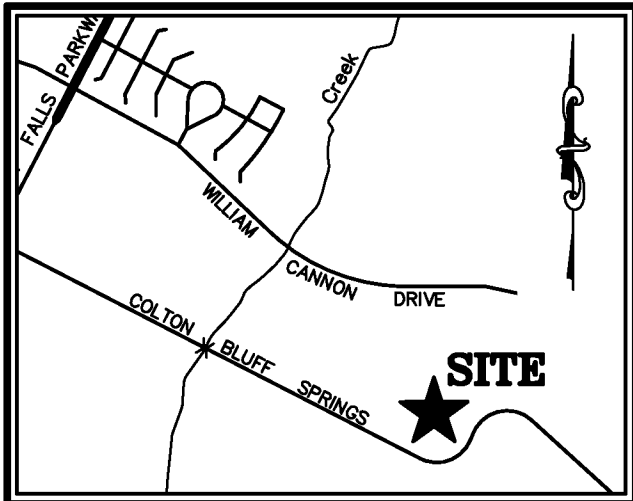
Printed Name: Jason Ward
RPLS or License No. 5811

SEE NEXT PAGE FOR ORIGINAL CERTIFICATION

EP RESIDENTIAL CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
DECLARATION OF CONDOMINIUM REGIME

VICINITY MAP

SCALE: 1" = 2000'



BEARING BASIS:

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000039038455.

SURVEY CONTROL:

STATE PLANE GRID CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES AND ELEVATIONS SHOWN HEREON WERE DERIVED FROM THE TEXAS COOPERATIVE NETWORK ON JANUARY 24, 2017, 4WARD CONTROL POINT WAS CHECKED TO CITY OF AUSTIN MONUMENT J-13-4001, HAVING A PUBLISHED GRID COORDINATE & ELEVATION OF N 10,031,988.975, E 3,114,778.761, ELEV. 562.47'.

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

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

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

SHEET INDEX:

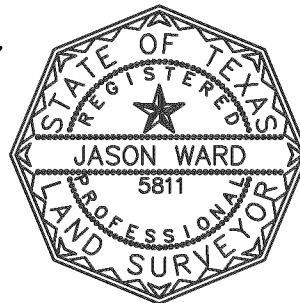
1. COVER PAGE/GENERAL NOTES
2. CONDOMINIUM NOTES
3. OVERALL 1
4. OVERALL 2
5. OVERALL 3
6. ENCUMBRANCES 1
7. ENCUMBRANCES 2
8. EASEMENT EXHIBIT 1
9. EASEMENT EXHIBIT 2
10. EASEMENT EXHIBIT 3
11. EASEMENT CALLOUTS
12. LEGEND-RECORD LINE AND CURVE TABLE
13. LINE TABLE 1
14. LINE TABLE 2
15. LINE TABLE 3
16. LINE TABLE 4
17. LINE TABLE 5
18. LINE TABLE 6
19. CURVE TABLE 1
20. CURVE TABLE 2
21. CURVE TABLE 3
22. CURVE TABLE 4
23. CURVE TABLE 5
24. CURVE TABLE 6
25. CURVE TABLE 7
26. CURVE TABLE 8
27. CURVE TABLE 9
28. CURVE TABLE 10
29. CURVE TABLE 11
30. SHEET LAYOUT
31. SHEET DETAIL 1
32. SHEET DETAIL 2
33. SHEET DETAIL 3
34. SHEET DETAIL 4
35. SHEET DETAIL 5
36. SHEET DETAIL 6
37. SHEET DETAIL 7
38. SHEET DETAIL 8
39. SHEET DETAIL 9
40. SHEET DETAIL 10
41. SHEET DETAIL 11
42. SHEET DETAIL 12
43. SHEET DETAIL 13

THE PLAT ATTACHED HERETO CONTAIN THE INFORMATION REQUIRED BY SECTION 82.059 TO THE TEXAS UNIFORM CONDOMINIUM ACT, AS APPLICABLE.

Jason Ward
JASON WARD, R.P.L.S.
TEXAS REGISTRATION NO. 5811

2/28/2019

DATE



**EP RESIDENTIAL
CONDOMINIUMS
EASTON PARK
City of Austin,
Travis County, Texas**



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

Date:	2/28/2019
Project:	00545
Scale:	1" = 20'
Reviewer:	PRB
Tech:	TR
Field Crew:	HT/BP
Survey Date:	FEB. 2017
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CONDOMINIUM NOTES:

1. ALL IMPROVEMENTS AND LAND REFLECTED ON THE PLAT ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR "L.C.E." OR UNITS: (I) IN THE DEVELOPMENT AREA DECLARATION AND DECLARATION OF CONDOMINIUM REGIME FOR EP RESIDENTIAL CONDOMINIUMS, AS AMENDED OR SUPPLEMENTED (THE "DECLARATION"); OR (II) ON THE PLATS AND PLANS OF THE REGIME.
2. OWNERSHIP AND USE OF UNITS IS SUBJECT TO THE EASEMENTS, RIGHTS, AND RESTRICTIONS CONTAINED IN THE DECLARATION.
3. IN ACCORDANCE WITH SECTION 82.003(12), SECTION 82.003(22), AND SECTION 82.059 OF THE ACT, THE REAL PROPERTY IDENTIFIED ON SHEET 6 AS SUBJECT LOTS AND LEGALLY DESCRIBED AS ALL THAT PARCEL OF LAND DESCRIBED AS LOT 1, BLOCK B, EASTON PARK SUBDIVISION, SECTION 2A.1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 201700254, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (LOT 1); ALL THAT PARCEL OF LAND DESCRIBED AS LOT 2, BLOCK B, EASTON PARK SUBDIVISION, SECTION 2A, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 201600229, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (LOT 2); AND ALL THAT PARCEL OF LAND DESCRIBED AS LOT 3, BLOCK B, EASTON PARK SUBDIVISION, SECTION 2A.2, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 201700253, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (LOT 3) OF THESE PLATS AND PLANS (AND THE UNITS, DWELLINGS, LIMITED COMMON ELEMENTS, AND GENERAL COMMON ELEMENTS LOCATED THEREON), AND THE REAL PROPERTY LEGALLY DESCRIBED UNDER EXHIBIT PART B - AREA SUBJECT TO DEVELOPMENT RIGHTS IS SUBJECT TO THE ALL SPECIAL RIGHTS OF THE DECLARANT AND CERTAIN ADDITIONAL RIGHTS AND RESERVATIONS IN FAVOR OF THE DECLARANT AS SET FORTH IN THE DECLARATION AND APPENDIX A OF THE DECLARATION AND ARE HEREBY DESIGNATED AS DEVELOPMENT RIGHTS RESERVED AND SUBJECT TO DEVELOPMENT RIGHTS. AMONG SUCH RIGHTS AND RESERVATIONS, DECLARANT HAS RESERVED THE RIGHT TO: (1) ANNEX ADDITIONAL PROPERTY INTO THE REGIME AND SUBJECT SUCH PROPERTY TO THE DECLARATION AND THE JURISDICTION OF THE ASSOCIATION, (2) WITHDRAW PROPERTY FROM THE REGIME, PROVIDED THAT NO UNIT IN THE PORTION TO BE WITHDRAWN HAS BEEN CONVEYED TO AN OWNER OTHER THAN DECLARANT, (3) CREATE OR REMOVE UNITS, GENERAL COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS WITHIN THE REGIME, (4) SUBDIVIDE UNITS OR CONVERT UNITS INTO COMMON ELEMENTS, (5) REVIEW AND APPROVE ALL ARCHITECTURAL ELEMENTS OF ANY IMPROVEMENTS CONSTRUCTED WITHIN THE REGIME, (6) MODIFY THE DEVELOPMENT PLAN TO RESPOND TO PERCEIVED OR ACTUAL CHANGES AND OPPORTUNITIES IN THE MARKETPLACE, WHICH SUCH MODIFICATIONS MAY INCLUDE, WITHOUT LIMITATION, CHANGES IN THE SIZES, STYLES, CONFIGURATIONS, MATERIALS, AND APPEARANCE OF UNITS AND COMMON ELEMENTS, (7) APPROVE OR DISAPPROVE USES OF ANY WEBSITE PURPORTING TO SERVE THE REGIME OR THE ASSOCIATION, ALL INFORMATION AVAILABLE ON OR THROUGH THE PROPERTY WEBSITE, IF ANY, AND ALL USES OF THE PROPERTY NAME BY THE ASSOCIATION, (8) MAKE THE PROPERTY PART OF A LARGER CONDOMINIUM OR PLANNED COMMUNITY, (9) EXERCISE ANY RIGHTS AND EASEMENTS RESERVED AS TO THE FUTURE DEVELOPMENT AREA, INCLUDING BUT NOT LIMITED TO THE RIGHT TO ADD OR WITHDRAW PROPERTY FROM THE FUTURE DEVELOPMENT AREA, (10) APPOINT OR REMOVE ANY DECLARANT-APPOINTED OFFICER OR DIRECTOR OF THE ASSOCIATION DURING THE DECLARANT CONTROL PERIOD (AS DESCRIBED IN THE DECLARATION) CONSISTENT WITH THE ACT, AND (11) EXERCISE ANY EASEMENTS RESERVED TO THE DECLARANT UNDER THE DECLARATION, INCLUDING BUT NOT LIMITED TO THE EASEMENT AND RIGHT OF INGRESS AND EGRESS IN AND THROUGH THE COMMON ELEMENTS (AS DEFINED IN THE DECLARATION) AND UNITS OWNED OR LEASED BY DECLARANT FOR PURPOSES OF CONSTRUCTING, MAINTAINING, MANAGING, AND MARKETING THE PROPERTY, AND FOR DISCHARGING DECLARANT'S OBLIGATIONS UNDER THE ACT AND THE DECLARATION.
4. DWELLINGS WITHIN A UNIT ON THE REAL PROPERTY IDENTIFIED AS SUBJECT LOTS AND LEGALLY DESCRIBED ON SHEET 7 OF PART A TO THESE PLATS AND PLANS MAY BE CONSTRUCTED IN SUCH A MANNER THAT ONE SIDE ELEVATION OF A DWELLING (THE ZERO ELEVATION) IS CONSTRUCTED ON OR IMMEDIATELY ADJACENT TO AND PARALLEL TO THE SIDE BOUNDARY LINE (THE ZERO LOT LINE) OF THE DOMINANT UNIT (AS DEFINED BELOW). IN ADDITION, WALLS OR FENCING (WHICH MAY BE COMBINED WITH THE EXTERIOR WALL OF THE DWELLING ITSELF), MAY BE CONSTRUCTED ALONG THE ZERO LOT LINE TO SERVE AS A PHYSICAL BARRIER BETWEEN SUCH DWELLING WITHIN THE DOMINANT UNIT AND THE ADJACENT UNIT (AS DEFINED BELOW), FOR PURPOSES OF THIS PARAGRAPH 4: (I) THE UNIT ON WHICH THE DWELLING IS CONSTRUCTED ON OR IMMEDIATELY ADJACENT TO AND PARALLEL TO THE ZERO LOT LINE SHALL BE KNOWN AS THE DOMINANT UNIT; (II) ANY UNIT, LIMITED COMMON ELEMENTS, OR GENERAL COMMON ELEMENTS IMMEDIATELY ADJACENT AND PARALLEL TO THE ZERO ELEVATION SIDE OF THE DOMINANT UNIT SHALL BE KNOWN AS THE ADJACENT UNIT; (III) CERTAIN COMPONENTS OF THE DWELLING CONSTRUCTED ON THE DOMINANT UNIT, INCLUDING BUT NOT LIMITED TO PORTIONS OF THE ROOF, ENCROACHING ONTO THE ADJACENT UNIT SHALL BE KNOWN AS THE PERMITTED DWELLING ENCROACHMENT; (IV) ANY WALLS OR FENCING CONSTRUCTED ALONG THE ZERO LOT LINE, WHICH MAY BE COMBINED WITH THE EXTERIOR WALL OF THE DWELLING ITSELF, SHALL BE KNOWN AS THE ZERO LOT LINE WALL OR FENCE; AND (V) ANY AND ALL LANDSCAPING CONSTRUCTED ALONG THE ZERO LOT LINE AND ASSOCIATED WITH THE DWELLING SHALL BE KNOWN AS THE PERMITTED LANDSCAPING. DUE TO THE CLOSE PROXIMITY OF THE ZERO ELEVATION OF THE DWELLING, THE PERMITTED DWELLING ENCROACHMENT, THE ZERO LOT LINE WALL OR FENCE, AND/OR THE PERMITTED LANDSCAPING TO THE SIDE BOUNDARY LINE OF THE ADJACENT UNIT, THE OWNER OF THE DOMINANT UNIT (THE DOMINANT UNIT OWNER) MAY, FROM TIME TO TIME, REQUIRE ACCESS TO ALL OR PORTIONS OF THE STRIP OF LAND OVER AND ACROSS THE ADJACENT UNIT WHICH IS PARALLEL TO AND MEASURED AS NO MORE THAN FIVE FEET (5') FROM THE COMMON UNIT BOUNDARY BETWEEN THE ADJACENT UNIT AND THE DOMINANT UNIT (THE ZERO LOT LINE EASEMENT AREA). EACH DOMINANT UNIT OWNER IS GRANTED THE FOLLOWING EASEMENTS (THE ZERO LOT LINE EASEMENT) OVER AND ACROSS THE ADJACENT UNIT WHICH ARE LIMITED TO AND WITHIN THE ZERO LOT LINE EASEMENT AREA: (A) FOR THE LOCATION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR, RELOCATION, REMOVAL AND/OR MODIFICATION OF EACH PERMITTED DWELLING ENCROACHMENT; (B) FOR STORM WATER AND SHEET FLOW DRAINAGE FROM THE DOMINANT UNIT TO THE ADJACENT UNIT; AND (C) PERIODICALLY, AND TO THE EXTENT REASONABLY NECESSARY, FOR THE MAINTENANCE, REPAIR, RECONSTRUCTION, RELOCATION, REMOVAL AND/OR MODIFICATION OF THE DWELLING, THE PERMITTED DWELLING ENCROACHMENT, THE ZERO LOT LINE WALL OR FENCE, AND/OR THE PERMITTED LANDSCAPING; PROVIDED, HOWEVER, THAT THE ADJACENT UNIT SHALL HAVE THE RIGHT TO USE AND HAS THE RESPONSIBILITY TO MAINTAIN, ON A DAY TO DAY BASIS, THE ZERO LOT LINE EASEMENT AREA. IN ADDITION, DECLARANT HEREBY RESERVES, ON BEHALF OF ITSELF AND ANY ASSIGNEE (E.G., A HOMEBUILDER), AN EASEMENT OVER AND ACROSS A FIVE FOOT (5') STRIP OF LAND WHICH IS PARALLEL AND ADJACENT TO THE COMMON BOUNDARY LINE BETWEEN THE DOMINANT UNIT AND THE ADJACENT UNIT FOR THE PURPOSE OF CONSTRUCTING EACH DWELLING ON A DOMINANT UNIT OR THE ZERO LOT LINE WALLS OR FENCING (THE ZERO LOT LINE DEVELOPMENT EASEMENT).
5. ALL CAPITALIZED TERMS NOT DEFINED HEREIN SHALL BE DEFINED AS SET FORTH IN THE DECLARATION.

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2
BLOCK "A"
AMENITY CENTER

(N26°58'15"E 363.29')
N26°58'15"E 363.29'

[A]

(N63°17'59"W 138.57')
N63°17'47"W 138.57'

[F]

[N]
LOT 1
BLOCK "B"
EASTON PARK SECTION 2A.1
DOC. NO. 201700254
O.P.R.T.C.T.

[K]

N63°14'06"W 580.89'

[C]

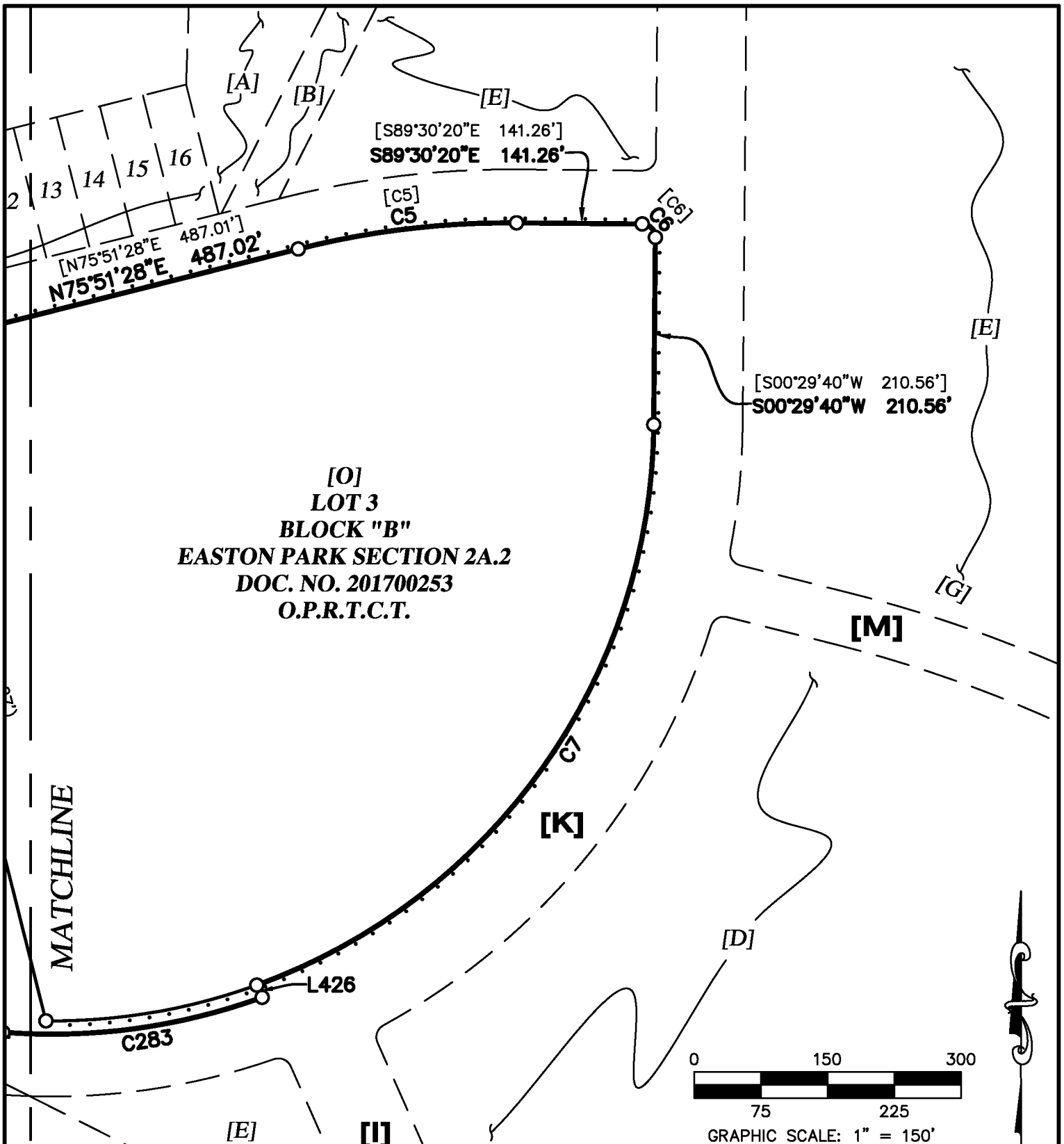
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[A]
REMAINDER OF
CALLED 82.844 ACRES
CARMA EASTON LLC
DOC. NO. 2016111842
O.P.R.T.C.T.
(DESCRIBED AS TRACT 1
IN DOC. NO. 2007003159
O.P.R.T.C.T.)

[B]
REMAINDER OF
CALLED 2.903 ACRES
CARMA EASTON LLC
DOC. NO. 2015099700
O.P.R.T.C.T.

[C]
CALLED 232.33 ACRES
CARMA EASTON INC.
DOC. NO. 2016111842
O.P.R.T.C.T.
(DESCRIBED IN DOC. NO.
2009003190 O.P.R.T.C.T.)

[D]
LOT 1, BLOCK "C"
ELEMENTARY SCHOOL
EASTON PARK SECTION 2A
DOC. NO. 201600229
O.P.R.T.C.T.
14.99 ACRES

[E]
REMAINDER OF
CALLED 61.071 ACRES
CARMA EASTON LLC
DOC. NO. 2016111842
O.P.R.T.C.T.
(DESCRIBED IN
DOC. NO. 2007204509
O.P.R.T.C.T.)

[F]
CALLED 5.6567 ACRES
(EXHIBIT A)
CARMA EASTON LLC
DOC. NO. 2016196926
O.P.R.T.C.T.

[G]
LOT 2
BLOCK "B"
OPEN SPACE,
PUBLIC ACCESS, LANDSCAPE
0.98 ACRES
EASTON PARK SECTION 2A
DOC. NO. 201600229 O.P.R.T.C.T.

[H]
EASTON PARK SECTION 2A
DOC. NO. 201600229
O.P.R.T.C.T.

[N]
LOT 1
BLOCK "B"
EASTON PARK SECTION 2A.1
DOC. NO. 201700254
O.P.R.T.C.T.

[O]
LOT 3
BLOCK "B"
EASTON PARK SECTION 2A.2
DOC. NO. 201700253
O.P.R.T.C.T.

[I]
APOGEE BOULEVARD
(100' R.O.W.)
DOC. NO. 201600229
(O.P.R.T.C.T.)

[J]
SOLARI DRIVE
(60' R.O.W.)
DOC. NO. 201600229
(O.P.R.T.C.T.)

[K]
COLTON BLUFF
SPRINGS ROAD
(R.O.W. VARIES)

[L]
SKYTREE DRIVE
(60' R.O.W.)
DOC. NO. 201600229
(O.P.R.T.C.T.)

[M]
FINIAL DRIVE
(60' R.O.W.)
DOC. NO. 201600229
(O.P.R.T.C.T.)

[P]
RIGHT-OF-WAY
TO BE VACATED
(R.O.W. VARIES)
DOC. NO. 201600229
(O.P.R.T.C.T.)

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ENCUMBRANCES:

SUBJECT LOTS:

LOT 1, BLOCK "B" EASTON PARK SECTION 2A.1 RECORDED IN DOCUMENT NO. 201700254, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

LOT 2, BLOCK "B" EASTON PARK SECTION 2A RECORDED IN DOCUMENT NO. 201600229, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

LOT 3, BLOCK "B" EASTON PARK SECTION 2A.2 RECORDED IN DOCUMENT NO. 201700253, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

ENCUMBRANCES:

RESTRICTIVE COVENANTS IN DOCUMENT NO. 201700254, DOCUMENT NO. 2016000911, DOCUMENT NO. 2018051561, DOCUMENT NO. 2018051918, DOCUMENT NO. 2018132865, AND DOCUMENT NO. 2018132866, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (LOT 1)

RESTRICTIVE COVENANTS IN DOCUMENT NO. 201600229, DOCUMENT NO. 2016000911, DOCUMENT NO. 2016118117, DOCUMENT NO. 2018051561, DOCUMENT NO. 2018051918, DOCUMENT NO. 2018132865, AND DOCUMENT NO. 2018132866, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (LOT 2)

RESTRICTIVE COVENANTS IN DOCUMENT NO. 201700253, DOCUMENT NO. 2016000911, DOCUMENT NO. 2018051561, DOCUMENT NO. 2018051918, DOCUMENT NO. 2018132865, AND DOCUMENT NO. 2018132866, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (LOT 3)

1. PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH RECORDED IN DOCUMENT NO. 201600229, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (LOT 2) **[SUBJECT TO – SHOWN ON PLAT]**

2. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT AS EVIDENCED BY A SUBDIVISION CONSTRUCTION AGREEMENT EXECUTED BY CARMA EASTON, LLC DATED JULY 27, 2016 RECORDED IN DOCUMENT NO. 2016149174, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (LOTS 1 & 2) **[SUBJECT TO]**

3. AS PROVIDED IN SAID INSTRUMENT GRANTED TO BLUEBONNET ELECTRIC COOPERATIVE, INC. DATED SEPTEMBER 22, 2017 RECORDED IN DOCUMENT NO. 2017152405, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (LOT 1) **[SUBJECT TO – BLANKET TYPE]**

4. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT AS EVIDENCED BY A MEMORANDUM OF NOTICE OF DRAINAGE FEES EXECUTED BY PILOT KNOB MUNICIPAL UTILITY DISTRICT NO. 3 DATED NOVEMBER 7, 2017 RECORDED IN DOCUMENT NO. 2017178777, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (LOTS 1, 2 & 3) **[SUBJECT TO]**

5. AS PROVIDED IN SAID INSTRUMENT GRANTED TO THE CITY OF AUSTIN RECORDED IN DOCUMENT NO. 2017194020, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (LOT 2) **[SUBJECT TO – SHOWN ON PLAT]**

6. AS PROVIDED IN SAID INSTRUMENT GRANTED TO THE CITY OF AUSTIN RECORDED IN DOCUMENT NO. 2017194021, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (LOT 2) **[SUBJECT TO – SHOWN ON PLAT]**

7. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT AS EVIDENCED BY EASTON PARK SECTION 2A CONDOMINIUM CONSTRUCTION AGREEMENT EXECUTED BY CARMA EASTON, LLC AND TRAVIS COUNTY, TEXAS DATED OCTOBER 31, 2017 RECORDED IN DOCUMENT NO. 2017196039, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (LOTS 1, 2 & 3) **[SUBJECT TO]**

8. AS PROVIDED IN SAID INSTRUMENT GRANTED TO THE CITY OF AUSTIN RECORDED IN DOCUMENT NO. 2017194017, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (LOT 1) **[SUBJECT TO – SHOWN ON PLAT]**

9. AS PROVIDED IN SAID INSTRUMENT GRANTED TO THE CITY OF AUSTIN RECORDED IN DOCUMENT NO. 2017194019, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (LOT 1) **[SUBJECT TO – SHOWN ON PLAT]**

10. LINE OF SIGHT EASEMENT AS PROVIDED IN SAID INSTRUMENT NO. 201700253 AND NO. 2016118130, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (LOT 3) **[SUBJECT TO – SHOWN ON PLAT]**

11. BUILDING SETBACK LINES AS INDICATED IN PLAT NOTE NO. 12 RECORDED IN DOCUMENT NO. 201700253 AND DOCUMENT NO. 2016118130 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (LOT 3) **[SUBJECT TO]**

12. AS PROVIDED IN SAID INSTRUMENT GRANTED TO THE CITY OF AUSTIN DATED DECEMBER 8, 2017 RECORDED IN DOCUMENT NO. 2017194018, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (LOT 3) **[SUBJECT TO – SHOWN ON PLAT]**

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ENCUMBRANCES:

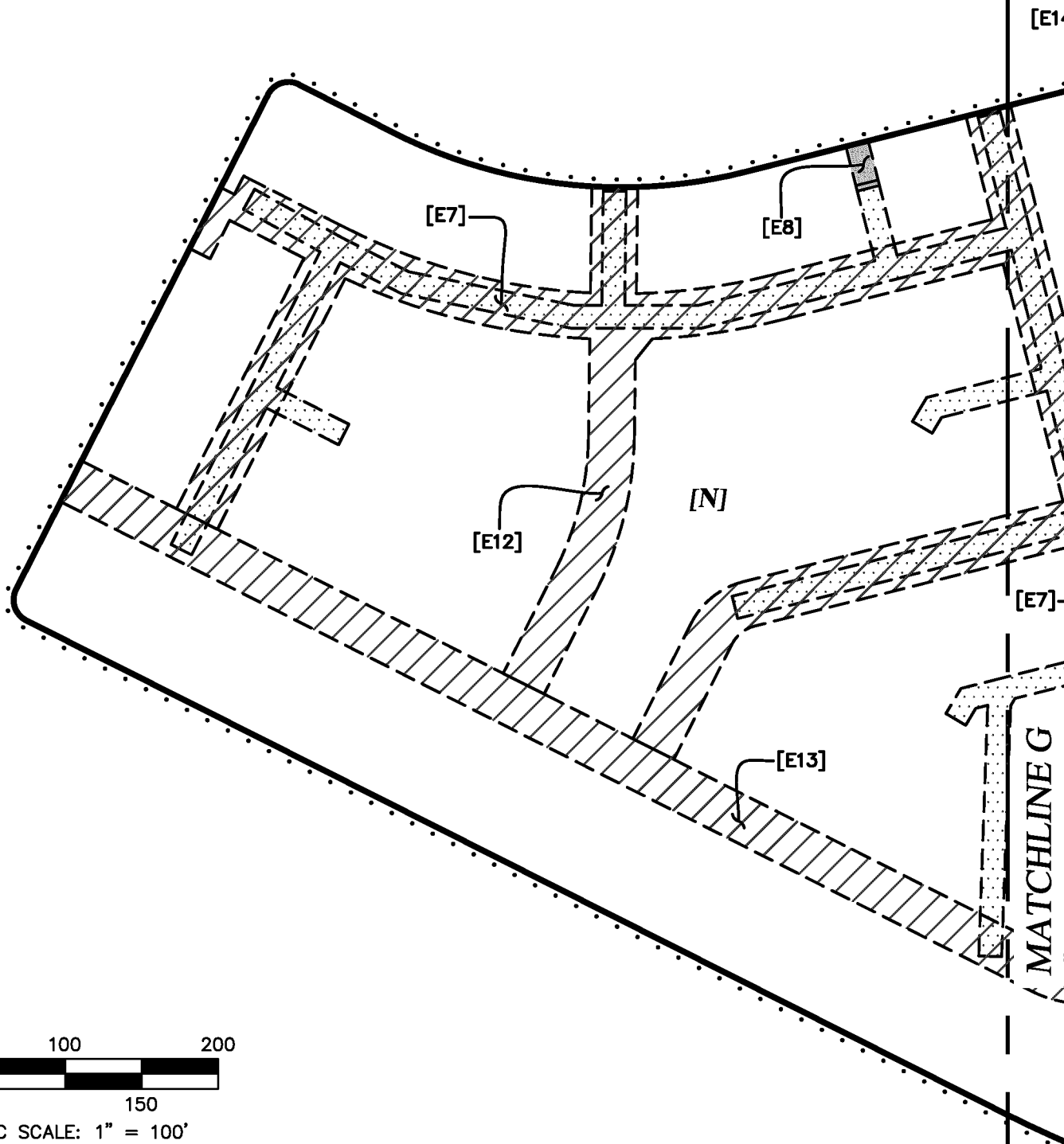
13. AS PROVIDED IN SAID INSTRUMENT GRANTED TO THE CITY OF AUSTIN DATED JANUARY 31, 2018 RECORDED IN DOCUMENT NO. 2018014297, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (LOTS 1 & 3) [SUBJECT TO – SHOWN ON PLAT]
14. AS PROVIDED IN SAID INSTRUMENT GRANTED TO THE CITY OF AUSTIN DATED JANUARY 31, 2018 RECORDED IN DOCUMENT NO. 2018014298, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (LOTS 1, 2 & 3) [SUBJECT TO – SHOWN ON PLAT]
15. AS PROVIDED IN SAID INSTRUMENT GRANTED TO THE CITY OF AUSTIN DATED JANUARY 31, 2018 RECORDED IN DOCUMENT NO. 2018014299, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (LOTS 1) [SUBJECT TO – SHOWN ON PLAT]
16. AS PROVIDED IN SAID INSTRUMENT GRANTED TO THE CITY OF AUSTIN DATED JANUARY 31, 2018 RECORDED IN DOCUMENT NO. 2018014300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (LOT 3) [SUBJECT TO – SHOWN ON PLAT]
17. AS PROVIDED IN SAID INSTRUMENT GRANTED TO THE CITY OF AUSTIN DATED JANUARY 31, 2018 RECORDED IN DOCUMENT NO. 2018014301, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (LOT 3) [SUBJECT TO – SHOWN ON PLAT]
18. AS PROVIDED IN SAID INSTRUMENT GRANTED TO THE CITY OF AUSTIN DATED JANUARY 31, 2018 RECORDED IN DOCUMENT NO. 2018014302, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (LOT 3) [SUBJECT TO – SHOWN ON PLAT]
19. AS PROVIDED IN SAID INSTRUMENT GRANTED TO THE CITY OF AUSTIN DATED JANUARY 31, 2018 RECORDED IN DOCUMENT NO. 2018014303, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (LOT 1) [SUBJECT TO – SHOWN ON PLAT]
20. AS PROVIDED IN SAID INSTRUMENT GRANTED TO THE CITY OF AUSTIN DATED JANUARY 31, 2018 RECORDED IN DOCUMENT NO. 2018014304, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (LOT 1) [SUBJECT TO – SHOWN ON PLAT]
21. IN MATTERS CONTAINED IN THAT CERTAIN DOCUMENT AS EVIDENCED BY SHORT FORM BLANKET EASEMENT FOR GAS SUBDIVISIONS EXECUTED BY CARMA EASTON, LLC AND TEXAS LIMITED LIABILITY COMPANY, DATED FEBRUARY 26, 2018 RECORDED IN DOCUMENT NO. 2018032386, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (LOTS 1, 2 & 3) [SUBJECT TO]
22. IN MATTERS CONTAINED IN THAT CERTAIN DOCUMENT AS EVIDENCED BY GRANT OF EASEMENT EXECUTED BY CARMA EASTON, LLC AND TIME WARNER CABLE ENTERPRISES LLC, DATED DECEMBER 13, 2018 RECORDED IN DOCUMENT NO. 2018191936, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (LOTS 1 & 3) [SUBJECT TO]

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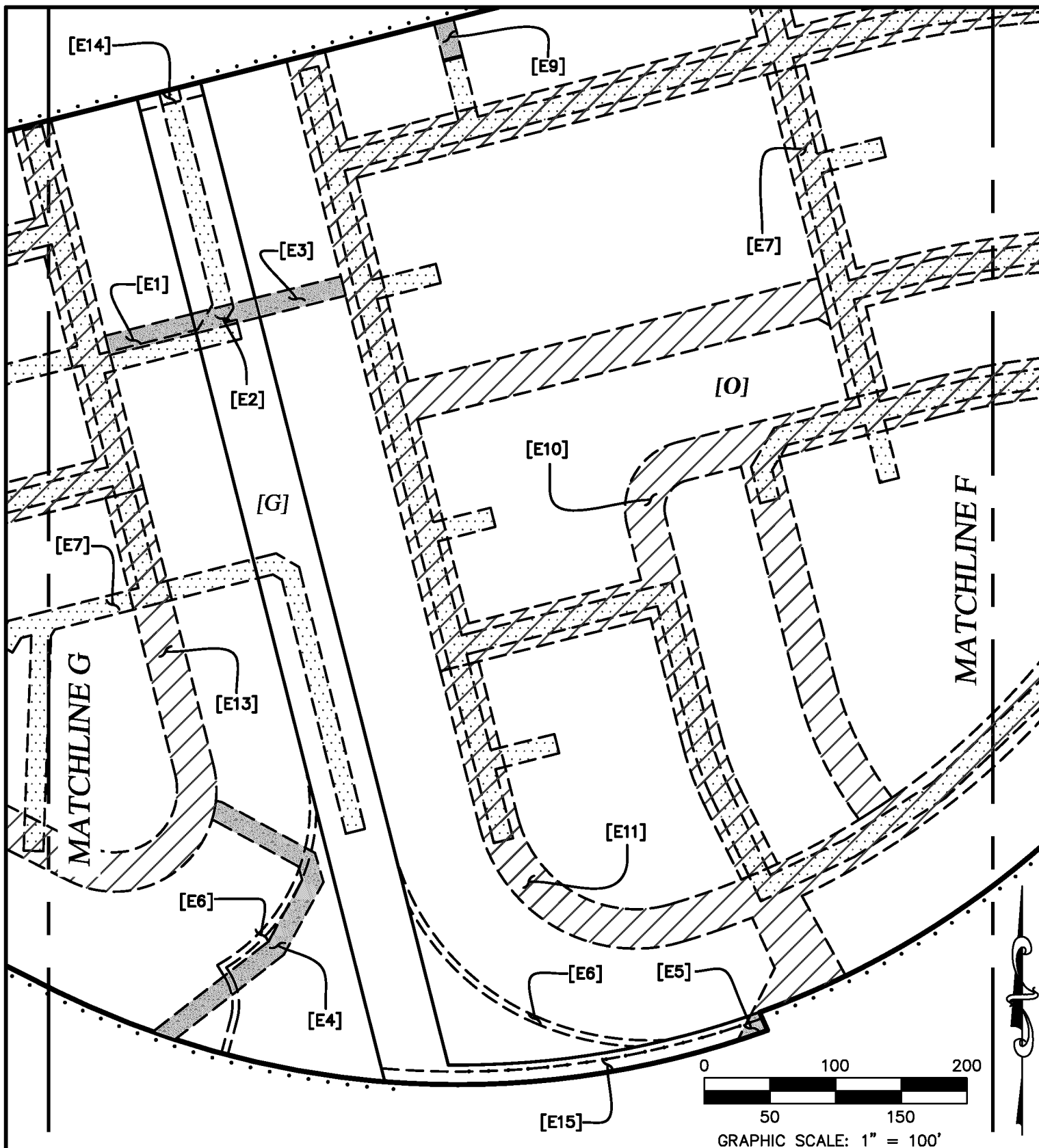
GRAPHIC SCALE: 1" = 100'

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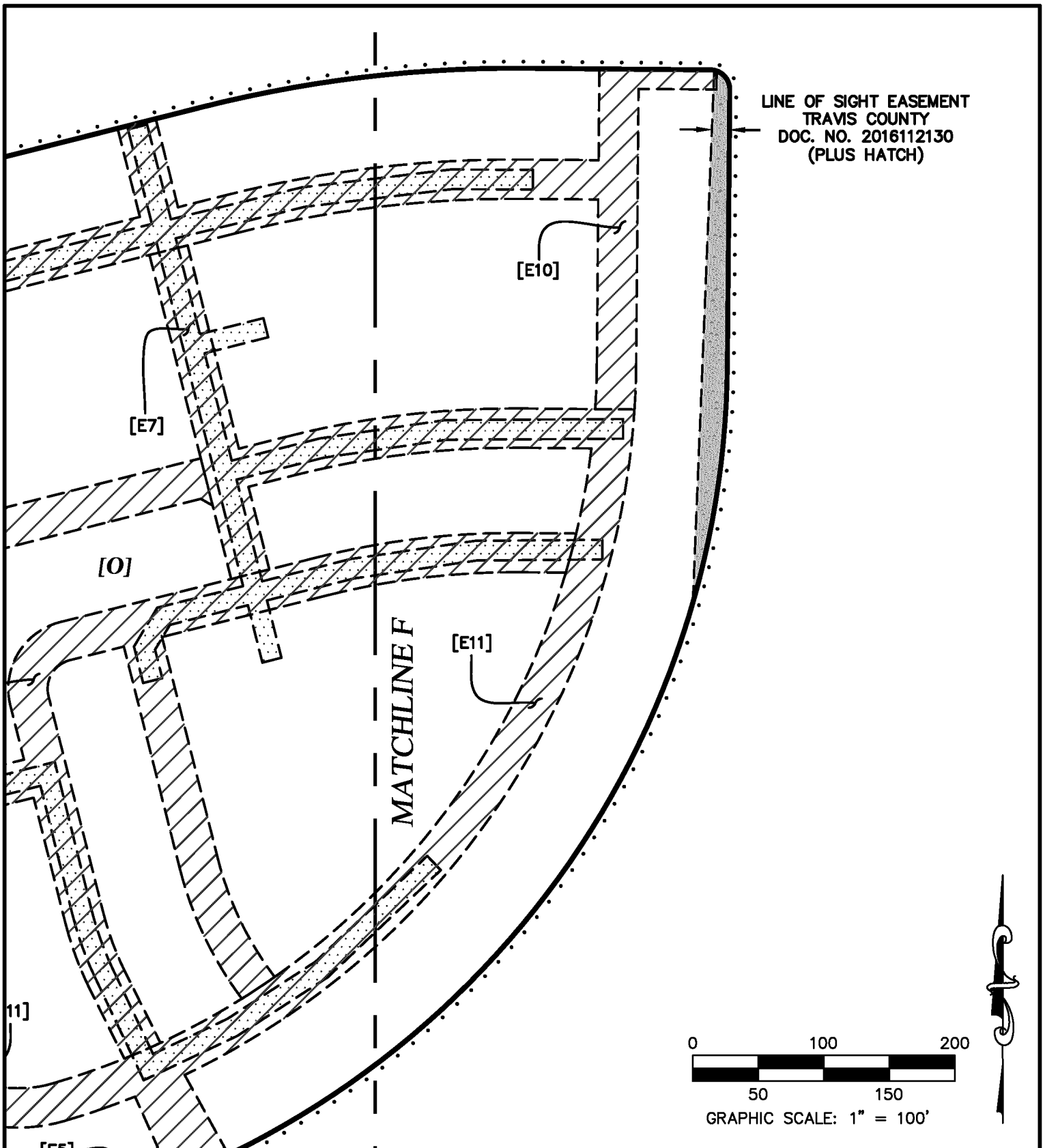


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[E1]
WATER LINES EASEMENT
DOC. NO. 2017194019
O.P.R.T.C.T.
(SOLID HATCH)

[E6]
SIDEWALK, TRAIL, AND
RECREATIONAL
EASEMENT
DOC. NO. 2018014297
O.P.R.T.C.T.
(NO HATCH)

[E11]
PUBLIC UTILITY AND
PRIVATE DRAINAGE
LINES EASEMENT
DOC. NO.
2018014302
O.P.R.T.C.T.
(SLANT HATCH)

[E2]
WATER LINES EASEMENT
DOC. NO. 2017194020
O.P.R.T.C.T.
(SOLID HATCH)

[E7]
DRAINAGE EASEMENT
DOC. NO. 2018014298
O.P.R.T.C.T.
(DOT HATCH)

[E12]
PUBLIC UTILITY AND
PRIVATE DRAINAGE
LINES EASEMENT
DOC. NO.
2018014303
O.P.R.T.C.T.
(SLANT HATCH)

[E3]
WATER LINES EASEMENT
DOC. NO. 2017194018
O.P.R.T.C.T.
(SOLID HATCH)

[E8]
DRAINAGE EASEMENT
DOC. NO. 2018014299
O.P.R.T.C.T.
(SOLID HATCH)

[E13]
PUBLIC UTILITY AND
PRIVATE DRAINAGE
LINES EASEMENT
DOC. NO.
2018014304
O.P.R.T.C.T.
(SLANT HATCH)

[E4]
WATER LINES EASEMENT
DOC. NO. 2017194017
O.P.R.T.C.T.
(SOLID HATCH)

[E9]
DRAINAGE EASEMENT
DOC. NO. 2018014300
O.P.R.T.C.T.
(SOLID HATCH)

[E14]
10' PUBLIC UTILITY
EASEMENT
DOC. NO. 201600229
O.P.R.T.C.T.
(NO HATCH)

[E5]
WATER LINES EASEMENT
DOC. NO. 2017194021
O.P.R.T.C.T.
(SOLID HATCH)

[E10]
PUBLIC UTILITY AND
PRIVATE DRAINAGE
LINES EASEMENT
DOC. NO.
2018014301
O.P.R.T.C.T.
(SLANT HATCH)

[E15]
10' PUBLIC UTILITY
EASEMENT
DOC. NO. 201600229
O.P.R.T.C.T.
(NO HATCH)

**EP RESIDENTIAL
CONDOMINIUMS
EASTON PARK
City of Austin,
Travis County, Texas**



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

Date:	2/28/2019
Project:	00545
Scale:	1" = 150'
Reviewer:	PRB
Tech:	TR
Field Crew:	HT/BP
Survey Date:	FEB. 2017
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RECORD CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
(C1)	(23.63')	(15.00')	(90°15'11")	(N18°09'52"W)	(21.26')
(C2)	(23.56')	(15.00')	(89°58'58")	(N71°58'15"E)	(21.21')
(C3)	(236.80')	(330.00')	(41°06'49")	(S83°35'08"E)	(231.75')
(C4)	(267.08')	(691.00')	(22°08'44")	(N74°18'28"W)	(265.42')
[C5]	[247.79']	[969.96']	[14°38'14"]	[N83°10'34"E]	[247.12']
[C6]	[23.56']	[15.00']	[90°00'00"]	[S44°30'20"E]	[21.21']

RECORD LINE TABLE

LINE #	DIRECTION	LENGTH
(L1)	(S63°01'45"E)	(69.00')
{L2}	{N75°51'28"E}	{50.00'}
(L3)	(N63°17'28"W)	(62.03')
(L4)	(N63°04'40"W)	(49.95')

LEGEND

	PROPERTY LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	1/2" IRON ROD WITH "WARD-5811" CAP SET
	1/2" IRON ROD FOUND (UNLESS NOTED)
	1/2" IRON PIPE FOUND (UNLESS NOTED)
	TXDOT TYPE II BRASS DISC FOUND
	CALCULATED POINT
	COTTON SPINDLE FOUND
	TXDOT TYPE III 5/8" ALUMINUM CAPPED ROD FOUND
***	ZERO LOT LINE EASEMENT AREA
DOC. NO.	DOCUMENT NUMBER
VOL., PG.	VOLUME, PAGE
R.O.W.	RIGHT-OF-WAY
P.R.T.C.T.	PLAT RECORDS, TRAVIS COUNTY, TEXAS
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DOC. NO. 2011142976
[.....]	RECORD INFORMATION PER TXDOT MAPS

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LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S63°01'45"E	69.00'
L2	N75°51'28"E	49.99'
L2	N75°51'28"E	49.99'
L3	N63°17'28"W	62.03'
L4	N63°04'40"W	49.95'
L5	S63°01'45"E	84.00'
L6	N00°49'24"E	61.50'
L7	N26°58'15"E	72.15'
L8	N26°58'15"E	72.15'
L9	N24°51'47"E	72.21'
L10	N19°15'18"E	72.18'
L11	N14°01'36"E	72.20'
L12	S63°01'45"E	71.84'
L13	S26°58'15"W	60.07'
L14	N63°01'45"W	71.84'
L15	N63°01'45"W	71.84'
L16	N26°58'15"E	56.01'
L17	S20°45'46"W	70.03'
L18	S16°07'09"W	70.03'
L19	N00°49'24"E	60.76'
L20	N11°47'57"E	70.03'
L21	S07°28'45"W	70.03'
L22	N63°01'45"W	71.84'
L23	N26°58'15"E	60.00'
L24	S63°01'45"E	71.84'
L25	S63°01'45"E	71.84'
L26	N26°58'15"E	54.95'
L27	S63°14'06"E	43.39'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L28	S26°45'54"W	70.00'
L29	N63°14'06"W	28.59'
L30	N63°14'06"W	135.00'
L31	N26°45'54"E	70.00'
L32	S63°14'06"E	145.00'
L33	S26°45'54"W	60.00'
L34	N26°45'54"E	70.00'
L35	N26°45'54"E	70.00'
L36	N26°45'54"E	70.00'
L37	N26°45'54"E	70.00'
L38	S63°14'06"E	300.00'
L39	S26°45'54"W	70.00'
L40	N63°14'06"W	300.00'
L41	S26°45'54"W	70.00'
L42	S26°45'54"W	70.00'
L43	S26°45'54"W	70.00'
L44	S26°45'54"W	70.00'
L45	S26°45'54"W	70.00'
L46	S26°45'54"W	70.00'
L47	S26°45'54"W	70.00'
L48	S26°45'54"W	70.00'
L49	S26°45'54"W	70.00'
L50	S63°14'06"E	380.07'
L51	S26°45'54"W	70.00'
L52	N63°14'06"W	364.74'
L53	N61°21'55"W	78.45'
L54	S41°29'08"E	80.46'
L55	S21°36'21"E	80.21'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L56	S01°43'34"E	77.77'
L57	S15°41'16"W	73.45'
L58	S26°26'32"W	70.00'
L59	S26°45'54"W	70.00'
L60	S26°45'54"W	70.00'
L61	S26°45'54"W	70.00'
L62	S26°45'54"W	70.00'
L63	S26°45'54"W	70.00'
L64	S26°45'54"W	70.00'
L65	S26°45'54"W	70.00'
L66	S26°45'54"W	70.00'
L67	S26°45'54"W	70.00'
L68	S26°45'54"W	70.00'
L69	S26°45'54"W	70.00'
L70	S63°14'06"E	175.00'
L71	N26°45'54"E	70.00'
L72	N63°14'06"W	175.00'
L73	S26°45'54"W	70.00'
L74	S26°45'54"W	70.00'
L75	S26°45'54"W	70.00'
L76	S26°45'54"W	70.00'
L77	S26°45'54"W	70.00'
L78	S26°45'54"W	66.00'
L79	N63°14'06"W	62.99'
L80	N26°45'54"E	66.00'
L81	S63°14'06"E	42.99'
L82	S63°14'06"E	62.99'
L83	N56°39'14"W	29.55'

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LINE TABLE		
LINE #	DIRECTION	LENGTH
L84	N14°08'32"W	59.82'
L85	N75°51'28"E	38.84'
L86	S14°08'32"E	72.84'
L87	S14°08'32"E	50.00'
L88	S75°51'28"W	193.61'
L89	N14°08'32"W	70.16'
L90	N75°51'28"E	217.62'
L91	S14°08'32"E	70.00'
L92	S14°08'32"E	70.00'
L93	S14°08'32"E	70.00'
L94	S14°08'32"E	70.00'
L95	S14°08'32"E	70.00'
L96	S14°08'32"E	128.58'
L97	S75°51'28"W	73.68'
L98	N14°08'01"W	35.00'
L99	N75°51'28"E	6.06'
L100	N14°08'32"W	108.83'
L101	N75°51'28"E	70.00'
L102	N75°51'28"E	70.00'
L103	N75°51'28"E	70.00'
L104	N75°51'28"E	70.00'
L105	S75°51'28"W	147.62'
L106	N14°08'32"W	70.00'
L107	N75°51'28"E	127.62'
L108	S14°08'32"E	50.00'
L109	S14°08'32"E	70.00'
L110	S14°08'32"E	70.00'
L111	S14°08'32"E	70.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L112	N00°50'13"E	60.78'
L113	N75°51'28"E	126.97'
L114	S14°08'32"E	49.97'
L115	S75°51'28"W	147.06'
L116	S14°08'32"E	69.97'
L117	S14°08'32"E	69.98'
L118	S14°08'32"E	69.98'
L119	S14°08'32"E	69.98'
L120	S12°19'06"E	70.00'
L121	S08°20'25"E	70.00'
L122	S00°45'15"W	61.50'
L123	N14°08'32"W	72.15'
L124	N75°51'28"E	68.18'
L125	S14°08'32"E	72.15'
L126	S14°08'32"E	72.15'
L127	S11°52'18"E	72.18'
L128	S14°08'32"E	72.15'
L129	N75°51'28"E	53.80'
L130	N14°08'32"W	47.15'
L131	S14°08'32"E	72.15'
L132	S14°08'32"E	152.12'
L133	N75°51'28"E	70.09'
L134	S75°51'28"W	70.09'
L135	S75°51'28"W	70.09'
L136	S75°51'28"W	70.09'
L137	S75°51'28"W	70.09'
L138	S75°51'28"W	70.09'
L139	S14°08'32"E	168.83'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L140	N75°51'28"E	70.09'
L141	S75°51'28"W	70.09'
L142	S75°51'28"W	70.09'
L143	S75°51'28"W	70.09'
L144	S75°51'28"W	70.09'
L145	S75°51'28"W	71.66'
L146	N75°51'28"E	70.09'
L147	N14°08'32"W	128.58'
L148	S75°51'28"W	70.09'
L149	S75°51'28"W	70.09'
L150	S75°51'28"W	70.09'
L151	S14°08'32"E	167.12'
L152	S75°51'28"W	69.92'
L153	S75°51'28"W	69.92'
L154	S75°51'28"W	69.92'
L155	S75°51'28"W	69.92'
L156	S75°51'28"W	69.92'
L157	N75°51'28"E	69.92'
L158	N14°08'32"W	168.83'
L159	S75°51'28"W	69.92'
L160	S75°51'28"W	69.92'
L161	S75°51'28"W	69.92'
L162	S75°51'28"W	69.92'
L163	S75°51'28"W	69.92'
L164	N75°51'28"E	69.92'
L165	N14°08'32"W	168.83'
L166	S75°51'28"W	69.92'
L167	S75°51'28"W	69.92'

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LINE TABLE		
LINE #	DIRECTION	LENGTH
L168	S75°51'28"W	69.92'
L169	S75°51'28"W	69.92'
L170	S75°51'28"W	69.92'
L171	S14°08'32"E	30.30'
L172	S11°24'47"E	70.17'
L173	S14°08'32"E	30.27'
L174	N75°51'28"E	69.92'
L175	S75°51'43"W	69.96'
L176	S66°08'40"W	70.22'
L177	S53°08'39"W	70.22'
L178	S40°10'51"W	70.22'
L179	S27°13'02"W	70.22'
L180	S14°15'14"W	70.22'
L181	S01°17'25"W	70.22'
L182	N14°08'32"W	29.87'
L183	N75°51'28"E	70.00'
L184	S14°08'32"E	29.84'
L185	S18°19'54"E	60.32'
L186	S75°51'28"W	70.00'
L187	S47°51'23"W	71.55'
L188	S00°03'26"E	70.86'
L189	S18°30'21"E	47.85'
L190	S27°16'26"W	17.42'
L191	N18°34'21"W	69.94'
L192	N14°08'32"W	60.00'
L193	N75°51'28"E	27.84'
L194	S14°08'32"E	70.00'
L195	S75°51'28"W	37.84'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L196	S14°08'32"E	60.00'
L197	S75°51'28"W	75.00'
L198	N14°08'32"W	70.00'
L199	N75°51'28"E	65.00'
L200	S14°08'32"E	70.00'
L201	N14°08'32"W	60.00'
L202	N75°51'28"E	37.84'
L203	S14°08'32"E	70.00'
L204	S75°51'28"W	27.84'
L205	S14°08'32"E	60.00'
L206	S75°51'28"W	65.00'
L207	N14°08'32"W	70.00'
L208	N75°51'28"E	75.00'
L209	S14°08'32"E	70.00'
L210	N14°08'32"W	60.00'
L211	N75°51'28"E	132.83'
L212	S14°08'32"E	70.00'
L213	S75°51'28"W	142.83'
L214	S14°08'32"E	70.00'
L215	S14°08'32"E	70.00'
L216	S14°08'32"E	70.00'
L217	N75°51'28"E	50.00'
L218	S14°08'32"E	154.66'
L219	S61°06'44"W	52.22'
L220	N26°25'46"W	28.11'
L221	N14°08'32"W	168.48'
L222	S67°08'26"W	71.30'
L223	S73°10'08"W	70.74'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L224	S75°51'28"W	70.00'
L225	S75°51'28"W	70.00'
L226	S75°51'28"W	70.00'
L227	S75°51'28"W	70.00'
L228	S75°51'28"W	70.00'
L229	S14°08'32"E	138.00'
L230	N75°51'28"E	70.00'
L231	N14°08'32"W	148.00'
L232	S75°51'28"W	60.00'
L233	S75°51'28"W	70.00'
L234	S75°51'28"W	70.00'
L235	S75°51'28"W	70.00'
L236	N37°32'13"W	60.20'
L237	N87°27'53"E	8.84'
L238	S67°34'06"E	61.89'
L239	S67°34'06"E	70.02'
L240	S63°44'33"E	70.02'
L241	S59°54'50"E	70.02'
L242	S56°05'07"E	70.02'
L243	S52°15'24"E	70.02'
L244	S48°25'40"E	70.02'
L245	S44°35'57"E	70.02'
L246	S40°50'56"E	70.01'
L247	N29°02'32"W	52.05'
L248	S71°22'29"E	72.08'
L249	S71°22'29"E	72.06'
L250	S68°33'09"E	72.06'
L251	S65°43'49"E	72.06'

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LINE TABLE		
LINE #	DIRECTION	LENGTH
L252	S62°54'30"E	72.06'
L253	S60°05'10"E	72.06'
L254	S57°15'50"E	72.06'
L255	S54°26'30"E	72.06'
L256	S51°37'10"E	72.06'
L257	S48°47'51"E	72.06'
L258	S45°58'31"E	72.06'
L259	S43°09'11"E	72.06'
L260	S40°19'51"E	72.06'
L261	S37°30'31"E	72.06'
L262	S34°41'12"E	72.06'
L263	S31°51'52"E	72.06'
L264	N77°38'43"W	72.08'
L265	N00°29'41"E	33.77'
L266	S89°30'20"E	72.05'
L267	S88°55'59"E	72.05'
L268	S86°06'40"E	72.06'
L269	S83°17'20"E	72.06'
L270	S80°28'01"E	72.06'
L271	S77°38'43"E	72.06'
L272	N89°30'20"W	36.53'
L273	N10°15'03"E	50.73'
L274	S89°30'20"E	27.93'
L275	N75°51'28"E	20.60'
L276	S14°08'32"E	45.00'
L277	S75°51'28"W	25.60'
L278	S14°08'32"E	70.00'
L279	S11°48'45"E	70.01'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L280	S09°04'09"E	70.01'
L281	S06°16'32"E	70.01'
L282	S03°25'55"E	70.01'
L283	S00°35'18"E	70.01'
L284	N14°08'32"W	45.00'
L285	S75°51'28"W	150.00'
L286	S14°08'32"E	70.00'
L287	N75°51'28"E	145.00'
L288	S14°08'32"E	70.00'
L289	S14°08'32"E	70.00'
L290	S14°08'32"E	70.00'
L291	S14°08'32"E	70.00'
L292	N14°08'32"W	60.00'
L293	S75°51'28"W	310.00'
L294	S14°08'32"E	60.00'
L295	N75°51'28"E	290.00'
L296	S14°08'32"E	70.00'
L297	S14°08'32"E	70.00'
L298	S14°08'32"E	70.00'
L299	S14°08'32"E	70.00'
L300	S14°08'32"E	70.00'
L301	S14°08'32"E	70.00'
L302	S14°08'32"E	70.00'
L303	S14°08'32"E	70.00'
L304	S14°08'32"E	60.00'
L305	S75°51'28"W	310.00'
L306	N14°08'32"W	60.00'
L307	N75°51'28"E	290.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L308	S14°08'32"E	70.00'
L309	S14°08'32"E	70.00'
L310	S14°08'32"E	70.00'
L311	S14°08'32"E	70.00'
L312	S14°08'32"E	70.00'
L313	S14°08'32"E	70.00'
L314	S14°08'32"E	70.00'
L315	S14°08'32"E	70.00'
L316	S14°08'32"E	62.15'
L317	N75°51'28"E	63.75'
L318	N14°08'32"W	72.15'
L319	S14°08'32"E	72.15'
L320	S14°08'32"E	72.15'
L321	N75°51'28"E	198.75'
L322	N14°08'32"W	37.15'
L323	S14°08'32"E	72.15'
L324	S14°08'32"E	72.15'
L325	S14°08'32"E	72.15'
L326	S14°08'32"E	72.15'
L327	S14°08'32"E	72.15'
L328	S00°29'40"W	62.15'
L329	N89°30'20"W	49.21'
L330	S75°51'28"W	15.60'
L331	N14°08'32"W	37.15'
L332	S13°50'02"E	72.15'
L333	S12°14'56"E	72.15'
L334	S10°20'43"E	72.15'
L335	S08°26'31"E	72.15'

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LINE TABLE		
LINE #	DIRECTION	LENGTH
L336	S06°32'19"E	72.15'
L337	S04°38'06"E	72.15'
L338	S02°43'54"E	72.15'
L339	S00°49'42"E	72.15'
L340	S00°30'30"W	72.15'
L341	N14°08'32"W	60.00'
L342	N75°51'28"E	25.60'
L343	S89°30'20"E	40.71'
L344	S00°29'40"W	47.81'
L345	N89°30'20"W	46.68'
L346	S75°51'28"W	35.60'
L347	S18°46'53"W	12.84'
L348	S00°29'40"W	70.00'
L349	S02°30'12"E	70.01'
L350	S04°57'18"E	70.01'
L351	S07°24'24"E	70.01'
L352	S09°51'29"E	70.01'
L353	S12°18'35"E	70.01'
L354	S14°08'32"E	70.00'
L355	N89°30'20"W	36.71'
L356	S75°51'28"W	25.60'
L357	N14°08'32"W	60.00'
L358	N75°51'28"E	35.60'
L359	S89°30'20"E	46.71'
L360	S00°29'40"W	60.00'
L361	S00°29'40"W	70.00'
L362	S00°00'51"W	70.01'
L363	S02°24'35"E	70.01'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L364	S04°48'25"E	70.01'
L365	S07°13'52"E	70.01'
L366	S12°08'08"E	70.01'
L367	S14°08'32"E	70.00'
L368	N89°30'20"W	72.05'
L369	N00°29'40"E	156.00'
L370	S89°30'20"E	71.63'
L371	S89°30'20"E	72.05'
L372	S89°30'20"E	72.05'
L373	S89°30'20"E	72.05'
L374	S89°30'20"E	72.05'
L375	S00°45'20"W	45.16'
L376	S00°42'26"W	45.14'
L377	S55°10'16"E	32.98'
L378	S89°13'13"E	50.01'
L379	S06°26'55"W	36.70'
L380	S71°33'29"E	6.77'
L381	S71°33'33"E	12.44'
L382	S55°13'08"E	21.88'
L383	S73°48'52"E	33.26'
L384	S65°04'49"E	32.69'
L385	S38°02'38"W	36.71'
L386	S77°34'39"E	44.41'
L387	S84°47'48"E	46.26'
L388	N32°47'16"E	10.68'
L389	S46°03'33"E	57.57'
L390	S42°20'14"E	58.87'
L391	N67°05'39"E	7.25'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L392	N88°14'47"E	7.34'
L393	S06°55'56"E	14.25'
L394	S82°33'03"E	25.02'
L395	S81°29'40"E	68.31'
L396	S14°56'59"W	47.41'
L397	N07°46'05"E	26.49'
L398	S75°51'28"W	25.82'
L399	S26°08'40"E	21.64'
L400	S10°57'45"E	45.07'
L401	S75°53'49"W	37.50'
L402	N75°53'47"E	37.50'
L403	N81°43'57"E	37.70'
L404	N75°53'47"E	37.50'
L405	N76°45'49"E	25.00'
L406	S40°31'06"E	28.13'
L407	S34°31'50"E	25.85'
L408	N41°18'54"E	45.55'
L409	S55°10'51"E	50.87'
L410	N84°18'58"E	42.70'
L411	N20°27'55"W	49.47'
L412	N87°15'48"E	22.80'
L413	N58°42'43"E	34.01'
L414	S28°15'32"W	33.86'
L415	S32°49'16"E	39.03'
L416	S45°27'50"E	43.28'
L417	S34°09'31"W	55.58'
L418	N56°14'25"E	40.64'
L419	S00°53'46"W	46.70'

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LINE TABLE		
LINE #	DIRECTION	LENGTH
L420	N89°56'06"E	37.50'
L421	S00°25'38"W	25.00'
L422	N88°54'27"W	33.50'
L423	S19°16'20"W	26.41'
L424	N73°04'15"E	6.81'
L425	S73°18'22"W	15.56'
L426	S23°53'37"E	15.01'

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CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	23.63'	15.00'	90°15'11"	N18°09'52"W	21.26'
C2	23.56'	15.00'	89°58'58"	N71°58'15"E	21.21'
C3	236.80'	330.00'	41°06'49"	S83°35'08"E	231.75'
C4	267.08'	691.00'	22°08'44"	N74°18'28"W	265.42'
C5	247.79'	969.96'	14°38'14"	N83°10'34"E	247.12'
C5	247.79'	969.96'	14°38'14"	N83°10'34"E	247.12'
C6	23.56'	15.00'	90°00'00"	S44°30'20"E	21.21'
C6	23.56'	15.00'	90°00'00"	S44°30'20"E	21.21'
C7	821.69'	676.00'	69°38'39"	S35°18'59"W	772.04'
C8	147.86'	402.15'	21°04'00"	S73°33'44"E	147.03'
C9	16.59'	10.00'	95°04'52"	N48°21'50"E	14.76'
C10	28.70'	402.15'	4°05'21"	S65°04'24"E	28.69'
C11	35.46'	402.15'	5°03'05"	S69°38'37"E	35.44'
C12	40.58'	402.15'	5°46'51"	S75°03'35"E	40.56'
C13	43.13'	402.15'	6°08'44"	S81°01'22"E	43.11'
C14	37.42'	342.06'	6°16'03"	N81°34'27"W	37.40'
C15	33.99'	330.00'	5°54'07"	N75°25'54"W	33.98'
C16	28.39'	330.00'	4°55'46"	N70°00'57"W	28.38'
C17	26.05'	330.00'	4°31'21"	N65°17'24"W	26.04'
C18	47.26'	497.00'	5°26'56"	N68°07'03"W	47.25'
C19	22.36'	15.00'	85°23'34"	N69°40'02"E	20.34'
C20	25.85'	427.15'	3°28'05"	S69°22'13"E	25.85'
C21	121.96'	497.00'	14°03'38"	S79°18'23"E	121.66'
C22	94.05'	427.15'	12°36'54"	N78°19'10"W	93.86'
C23	14.91'	10.00'	85°27'00"	N41°54'06"W	13.57'
C24	47.02'	497.00'	5°25'14"	N83°37'35"W	47.00'
C25	37.47'	497.00'	4°19'12"	N78°45'22"W	37.46'
C26	37.47'	497.00'	4°19'12"	N74°26'10"W	37.46'

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CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C27	32.19'	426.78'	4°19'20"	S74°10'20"E	32.19'
C28	32.19'	425.06'	4°20'23"	S78°29'35"E	32.19'
C29	29.66'	425.10'	3°59'50"	S82°37'59"E	29.65'
C30	23.62'	15.00'	90°12'21"	N18°07'55"W	21.25'
C31	15.71'	10.00'	90°00'00"	S71°45'54"W	14.14'
C32	232.87'	138.00'	96°41'00"	N68°28'18"E	206.21'
C33	129.36'	75.00'	98°49'25"	S67°21'11"W	113.91'
C34	24.53'	75.00'	18°44'22"	S72°36'17"E	24.42'
C35	26.76'	75.00'	20°26'43"	N87°48'11"E	26.62'
C36	26.02'	75.00'	19°52'47"	N67°38'26"E	25.89'
C37	26.02'	75.00'	19°52'47"	N47°45'39"E	25.89'
C38	26.02'	75.00'	19°52'47"	N27°52'52"E	25.89'
C39	53.64'	138.00'	22°16'17"	S31°15'57"W	53.30'
C40	53.71'	138.00'	22°17'58"	S53°33'04"W	53.37'
C41	53.09'	138.00'	22°02'38"	S75°43'22"W	52.77'
C42	49.44'	138.00'	20°31'32"	N82°59'33"W	49.17'
C43	22.99'	138.00'	9°32'35"	N67°57'30"W	22.96'
C44	15.71'	10.00'	90°00'00"	S18°14'06"E	14.14'
C45	15.71'	10.00'	90°00'00"	N71°45'54"E	14.14'
C46	20.96'	50.00'	24°00'54"	S50°55'42"W	20.80'
C47	31.42'	20.00'	90°00'00"	S30°51'28"W	28.28'
C48	4.02'	50.00'	4°36'18"	S73°33'19"W	4.02'
C49	15.50'	50.00'	17°45'57"	S05°15'34"E	15.44'
C50	31.42'	20.00'	90°00'00"	S59°08'32"E	28.28'
C51	14.90'	10.00'	85°20'57"	N43°30'42"E	13.56'
C52	77.00'	427.15'	10°19'43"	N81°01'19"E	76.90'
C53	31.42'	20.00'	90°00'00"	S59°08'32"E	28.28'
C54	104.42'	497.00'	12°02'18"	S81°52'37"W	104.23'

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CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C55	25.82'	497.00'	2°58'37"	S77°20'46"W	25.82'
C56	34.51'	497.00'	3°58'41"	S80°49'25"W	34.50'
C57	44.09'	497.00'	5°05'00"	S85°21'16"W	44.08'
C58	23.67'	427.15'	3°10'29"	N84°35'56"E	23.67'
C59	29.65'	427.15'	3°58'37"	N81°01'23"E	29.64'
C60	23.68'	427.15'	3°10'37"	N77°26'46"E	23.68'
C61	16.60'	10.00'	95°05'17"	S46°47'24"E	14.76'
C62	68.84'	402.15'	9°48'31"	N80°45'43"E	68.76'
C63	26.02'	404.43'	3°41'12"	N77°42'22"E	26.02'
C64	42.82'	403.00'	6°05'17"	N82°37'08"E	42.80'
C65	37.84'	347.78'	6°14'00"	N83°06'28"E	37.82'
C66	23.16'	330.00'	4°01'19"	N77°52'07"E	23.16'
C67	15.71'	10.00'	90°00'00"	N30°51'28"E	14.14'
C68	23.56'	15.00'	90°00'00"	N59°08'32"W	21.21'
C69	23.56'	15.00'	90°00'00"	S30°51'28"W	21.21'
C70	15.36'	75.00'	11°44'13"	N08°16'26"W	15.34'
C74	4.90'	120.08'	2°20'16"	S15°20'06"E	4.90'
C75	29.34'	120.08'	14°00'07"	S23°30'18"E	29.27'
C76	27.23'	120.08'	12°59'31"	S37°00'06"E	27.17'
C77	27.15'	120.08'	12°57'21"	S49°58'32"E	27.09'
C78	27.15'	120.08'	12°57'25"	S62°55'55"E	27.10'
C79	27.16'	120.08'	12°57'30"	S75°53'23"E	27.10'
C80	27.16'	120.08'	12°57'36"	S88°50'56"E	27.10'
C81	22.83'	120.08'	10°53'29"	N79°13'32"E	22.79'
C82	42.12'	190.00'	12°42'08"	S80°45'42"W	42.04'
C83	42.98'	190.00'	12°57'41"	N86°24'24"W	42.89'
C84	42.98'	190.00'	12°57'37"	N73°26'45"W	42.89'
C85	42.97'	190.00'	12°57'34"	N60°29'10"W	42.88'

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CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C86	42.97'	190.00'	12°57'31"	N47°31'38"W	42.88'
C87	43.09'	190.00'	12°59'42"	N34°33'01"W	43.00'
C88	41.19'	190.00'	12°25'11"	N21°50'35"W	41.11'
C89	4.86'	190.00'	1°28'01"	N14°53'58"W	4.86'
C90	32.26'	579.08'	3°11'29"	S72°09'24"W	32.25'
C91	152.76'	95.08'	92°03'14"	N60°11'35"W	136.85'
C92	40.29'	25.08'	92°03'14"	S60°11'35"E	36.10'
C93	39.49'	509.00'	4°26'42"	N71°32'01"E	39.48'
C94	15.51'	10.00'	88°53'33"	S26°06'52"W	14.00'
C95	19.26'	95.08'	11°36'18"	S79°34'57"W	19.22'
C96	77.05'	95.08'	46°25'55"	N71°23'56"W	74.96'
C97	56.38'	95.08'	33°58'30"	N31°11'44"W	55.56'
C98	0.07'	95.07'	0°02'31"	N14°11'14"W	0.07'
C99	0.10'	25.08'	0°13'33"	S14°16'44"E	0.10'
C100	22.44'	25.08'	51°15'35"	S40°01'18"E	21.70'
C101	17.76'	25.08'	40°34'06"	S85°56'09"E	17.39'
C102	0.60'	509.00'	0°04'02"	N73°43'21"E	0.60'
C103	38.89'	509.00'	4°22'39"	N71°30'00"E	38.88'
C104	29.79'	604.08'	2°49'32"	N71°20'06"E	29.79'
C105	15.98'	10.00'	91°34'18"	S64°17'30"E	14.33'
C106	27.50'	674.00'	2°20'15"	S71°26'32"W	27.50'
C107	15.71'	10.00'	90°00'00"	N30°51'28"E	14.14'
C108	15.71'	10.00'	90°00'00"	S59°08'32"E	14.14'
C109	15.71'	10.00'	90°00'00"	N59°08'32"W	14.14'
C110	15.71'	10.00'	90°00'00"	S30°51'28"W	14.14'
C111	15.71'	10.00'	90°00'00"	N30°51'28"E	14.14'
C112	15.71'	10.00'	90°00'00"	N30°51'28"E	14.14'
C113	15.71'	10.00'	90°00'00"	S59°08'32"E	14.14'

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CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C114	82.69'	280.00'	16°55'11"	S22°36'07"E	82.39'
C115	16.09'	10.00'	92°10'26"	S15°01'31"W	14.41'
C116	16.14'	10.00'	92°27'30"	N72°39'31"W	14.44'
C117	58.97'	275.00'	12°17'14"	N20°17'09"W	58.86'
C118	9.43'	275.00'	1°57'56"	N25°26'48"W	9.43'
C119	36.93'	275.00'	7°41'38"	N20°37'01"W	36.90'
C120	12.61'	275.00'	2°37'40"	N15°27'22"W	12.61'
C121	23.14'	280.00'	4°44'09"	S16°30'36"E	23.14'
C122	29.46'	280.00'	6°01'42"	S21°53'31"E	29.45'
C123	30.08'	280.00'	6°09'20"	S27°59'02"E	30.07'
C124	15.71'	10.00'	90°00'00"	S30°51'28"W	14.14'
C125	15.62'	10.00'	89°29'02"	N82°16'44"W	14.08'
C126	304.28'	508.95'	34°15'16"	N37°02'20"E	299.77'
C127	334.79'	578.95'	33°07'57"	S36°24'46"W	330.15'
C128	34.42'	508.95'	3°52'28"	N52°13'44"E	34.41'
C129	29.45'	508.95'	3°18'55"	N48°38'02"E	29.44'
C130	33.99'	508.95'	3°49'37"	N45°03'46"E	33.99'
C131	33.99'	508.95'	3°49'37"	N41°14'09"E	33.99'
C132	33.99'	508.95'	3°49'37"	N37°24'33"E	33.99'
C133	33.99'	508.95'	3°49'37"	N33°34'56"E	33.99'
C134	34.00'	508.95'	3°49'38"	N29°45'18"E	33.99'
C135	34.00'	508.94'	3°49'38"	N25°55'41"E	33.99'
C136	36.45'	508.95'	4°06'10"	N21°57'47"E	36.44'
C137	40.18'	578.94'	3°58'35"	S21°50'05"W	40.17'
C138	38.67'	578.94'	3°49'38"	S25°44'11"W	38.66'
C139	38.67'	578.94'	3°49'38"	S29°33'49"W	38.67'
C140	38.67'	578.94'	3°49'38"	S33°23'27"W	38.66'
C141	38.67'	578.94'	3°49'38"	S37°13'05"W	38.66'

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CURVE TABLE					
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C142	38.67'	578.94'	3°49'38"	S41°02'42"W	38.66'
C143	38.67'	578.95'	3°49'37"	S44°52'20"W	38.66'
C144	34.03'	578.95'	3°22'04"	S48°28'11"W	34.03'
C145	28.55'	578.95'	2°49'32"	S51°33'59"W	28.55'
C146	15.56'	10.00'	89°07'49"	N73°36'27"W	14.03'
C147	15.87'	10.00'	90°56'37"	N16°25'47"E	14.26'
C148	476.03'	603.95'	45°09'36"	N39°19'17"E	463.80'
C149	29.58'	603.68'	2°48'26"	N60°29'53"E	29.58'
C150	29.74'	603.69'	2°49'23"	N57°41'05"E	29.74'
C151	29.74'	603.95'	2°49'18"	N54°51'46"E	29.74'
C152	29.74'	603.95'	2°49'19"	N52°02'27"E	29.74'
C153	29.74'	603.95'	2°49'19"	N49°13'09"E	29.74'
C154	29.75'	603.95'	2°49'19"	N46°23'50"E	29.74'
C155	29.75'	603.95'	2°49'19"	N43°34'31"E	29.74'
C156	29.75'	603.95'	2°49'19"	N40°45'12"E	29.74'
C157	29.75'	603.95'	2°49'19"	N37°55'53"E	29.74'
C158	29.75'	603.95'	2°49'19"	N35°06'34"E	29.74'
C159	29.75'	603.95'	2°49'19"	N32°17'15"E	29.74'
C160	29.75'	603.95'	2°49'19"	N29°27'56"E	29.74'
C161	29.75'	603.95'	2°49'20"	N26°38'36"E	29.74'
C162	29.75'	603.95'	2°49'20"	N23°49'16"E	29.74'
C163	29.75'	603.95'	2°49'20"	N20°59'57"E	29.75'
C164	30.00'	603.95'	2°50'47"	N18°09'53"E	30.00'
C165	30.00'	676.00'	2°32'35"	S18°12'50"W	30.00'
C166	33.30'	676.00'	2°49'20"	S20°53'48"W	33.29'
C167	33.30'	676.00'	2°49'20"	S23°43'07"W	33.29'
C168	33.30'	676.00'	2°49'19"	S26°32'27"W	33.29'
C169	33.30'	676.00'	2°49'19"	S29°21'46"W	33.29'

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Date:	2/28/2019
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CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C170	33.30'	676.00'	2°49'19"	S32°11'06"W	33.29'
C171	33.30'	676.00'	2°49'19"	S35°00'25"W	33.29'
C172	33.29'	676.00'	2°49'19"	S37°49'44"W	33.29'
C173	33.29'	676.00'	2°49'19"	S40°39'03"W	33.29'
C174	33.29'	676.00'	2°49'19"	S43°28'22"W	33.29'
C175	33.29'	676.00'	2°49'19"	S46°17'41"W	33.29'
C176	33.29'	676.00'	2°49'19"	S49°06'59"W	33.29'
C177	33.29'	676.00'	2°49'19"	S51°56'18"W	33.29'
C178	33.29'	676.00'	2°49'18"	S54°45'37"W	33.29'
C179	33.29'	676.00'	2°49'18"	S57°34'55"W	33.29'
C180	33.44'	676.00'	2°50'05"	S60°24'37"W	33.44'
C181	145.17'	603.95'	13°46'21"	N07°22'49"E	144.82'
C182	30.00'	603.95'	2°50'47"	S12°50'36"W	30.00'
C183	29.75'	603.95'	2°49'20"	S10°00'33"W	29.74'
C184	29.75'	603.95'	2°49'20"	S07°11'13"W	29.75'
C185	29.75'	603.95'	2°49'20"	S04°21'53"W	29.75'
C186	25.92'	603.95'	2°27'34"	S01°43'26"W	25.92'
C187	30.19'	676.00'	2°33'33"	N01°46'26"E	30.19'
C188	33.30'	676.00'	2°49'20"	N04°27'53"E	33.29'
C189	33.30'	676.00'	2°49'20"	N07°17'12"E	33.29'
C190	33.30'	676.00'	2°49'19"	N10°06'32"E	33.29'
C191	30.00'	676.00'	2°32'35"	N12°47'29"E	30.00'
C192	174.44'	682.81'	14°38'14"	S83°10'34"W	173.96'
C193	15.71'	10.00'	90°00'00"	S30°51'28"W	14.14'
C194	23.56'	15.00'	90°00'00"	S59°08'32"E	21.21'
C195	156.55'	612.81'	14°38'14"	N83°10'34"E	156.13'
C196	14.01'	10.00'	80°14'37"	N50°22'22"E	12.89'
C197	17.41'	10.00'	99°45'23"	N39°37'38"W	15.29'

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CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C198	5.07'	682.93'	0°25'30"	N76°04'12"E	5.07'
C199	32.53'	682.83'	2°43'47"	N77°38'51"E	32.53'
C200	32.87'	682.85'	2°45'30"	N80°23'30"E	32.87'
C201	33.30'	682.86'	2°47'39"	N83°10'05"E	33.30'
C202	33.73'	682.85'	2°49'48"	N85°58'49"E	33.72'
C203	33.73'	682.83'	2°49'48"	N88°48'37"E	33.72'
C204	3.21'	683.00'	0°16'09"	S89°38'24"E	3.21'
C205	1.89'	613.31'	0°10'35"	N89°35'36"W	1.89'
C206	30.25'	612.84'	2°49'43"	S88°54'15"W	30.25'
C207	30.25'	612.88'	2°49'42"	S86°04'32"W	30.25'
C208	29.89'	612.89'	2°47'38"	S83°15'50"W	29.88'
C209	29.52'	612.89'	2°45'35"	S80°29'12"W	29.52'
C210	29.68'	612.85'	2°46'31"	S77°43'08"W	29.68'
C211	5.07'	613.00'	0°28'25"	S76°05'40"W	5.07'
C212	23.56'	15.00'	90°00'00"	N30°51'28"E	21.21'
C213	15.71'	10.00'	90°00'00"	N59°08'32"W	14.14'
C214	15.71'	10.00'	90°00'00"	N30°51'28"E	14.14'
C215	15.71'	10.00'	90°00'00"	S59°08'32"E	14.14'
C216	15.71'	10.00'	90°00'00"	S59°08'32"E	14.14'
C217	15.71'	10.00'	90°00'00"	N30°51'28"E	14.14'
C218	15.71'	10.00'	90°00'00"	S59°08'33"E	14.14'
C219	31.42'	20.00'	90°00'00"	N30°51'28"E	28.28'
C220	23.56'	15.00'	90°00'00"	N59°08'32"W	21.21'
C221	15.71'	10.00'	90°00'00"	S45°29'40"W	14.14'
C222	229.36'	897.81'	14°38'14"	S83°10'34"W	228.74'
C223	31.42'	20.00'	90°00'00"	N59°08'32"W	28.28'
C224	23.56'	15.00'	90°00'00"	N30°51'28"E	21.21'
C225	10.78'	1,229.64'	0°30'08"	N89°48'10"W	10.78'

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CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C226	29.83'	965.83'	1°46'11"	S88°51'17"W	29.83'
C227	29.83'	965.79'	1°46'11"	S86°57'04"W	29.83'
C228	29.83'	930.52'	1°50'13"	S85°01'50"W	29.83'
C229	29.83'	897.81'	1°54'14"	S83°08'36"W	29.83'
C230	29.83'	897.81'	1°54'14"	S81°14'23"W	29.83'
C231	29.83'	897.81'	1°54'14"	S79°20'09"W	29.83'
C232	29.85'	897.81'	1°54'19"	S77°25'53"W	29.85'
C233	9.73'	897.81'	0°37'16"	S76°10'05"W	9.73'
C234	10.12'	969.96'	0°35'53"	N76°09'23"E	10.12'
C235	31.85'	969.96'	1°52'53"	N77°23'46"E	31.85'
C236	32.23'	969.96'	1°54'14"	N79°17'20"E	32.23'
C237	32.23'	969.96'	1°54'14"	N81°11'33"E	32.23'
C238	32.23'	969.96'	1°54'14"	N83°05'47"E	32.23'
C239	32.23'	969.96'	1°54'14"	N85°00'00"E	32.23'
C240	32.23'	969.96'	1°54'14"	N86°54'14"E	32.23'
C241	32.23'	969.96'	1°54'14"	N88°48'27"E	32.23'
C242	12.45'	969.96'	0°44'07"	S89°52'22"E	12.45'
C243	15.71'	10.00'	90°00'00"	N30°51'28"E	14.14'
C244	222.97'	872.81'	14°38'14"	N83°10'34"E	222.37'
C245	15.71'	10.00'	90°00'00"	S44°30'20"E	14.14'
C246	205.09'	802.81'	14°38'14"	S83°10'34"W	204.53'
C247	28.15'	802.81'	2°00'32"	S89°29'25"W	28.14'
C248	34.36'	802.81'	2°27'08"	S87°15'36"W	34.36'
C249	34.36'	802.81'	2°27'08"	S84°48'28"W	34.36'
C250	34.36'	802.81'	2°27'08"	S82°21'20"W	34.36'
C251	34.36'	802.81'	2°27'08"	S79°54'12"W	34.36'
C252	34.61'	802.81'	2°28'12"	S77°26'33"W	34.61'
C253	4.90'	802.81'	0°21'00"	S76°01'57"W	4.90'

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CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C254	4.90'	872.81'	0°19'19"	N76°01'06"E	4.90'
C255	36.85'	872.81'	2°25'08"	N77°23'20"E	36.84'
C256	37.35'	872.81'	2°27'07"	N79°49'27"E	37.35'
C257	37.35'	872.81'	2°27'08"	N82°16'35"E	37.35'
C258	37.35'	872.81'	2°27'08"	N84°43'42"E	37.35'
C259	37.35'	872.81'	2°27'08"	N87°10'50"E	37.35'
C260	31.81'	872.81'	2°05'17"	N89°27'02"E	31.81'
C261	180.82'	707.81'	14°38'14"	S83°10'34"W	180.33'
C262	15.71'	10.00'	90°00'00"	N59°08'32"W	14.14'
C263	198.71'	777.81'	14°38'14"	N83°10'34"E	198.17'
C264	15.71'	10.00'	90°00'00"	S45°29'40"W	14.14'
C265	16.07'	707.81'	1°18'02"	S89°50'40"W	16.07'
C266	29.79'	707.81'	2°24'40"	S87°59'19"W	29.78'
C267	29.79'	707.81'	2°24'41"	S85°34'38"W	29.79'
C268	29.79'	707.81'	2°24'40"	S83°09'58"W	29.78'
C269	36.77'	707.81'	2°58'35"	S80°28'21"W	36.77'
C270	33.72'	707.81'	2°43'47"	S77°37'10"W	33.72'
C271	4.90'	707.81'	0°23'49"	S76°03'21"W	4.90'
C272	4.90'	777.81'	0°21'40"	N76°02'17"E	4.90'
C273	36.17'	777.81'	2°39'53"	N77°33'04"E	36.17'
C274	42.76'	777.81'	3°09'00"	N80°27'30"E	42.76'
C275	32.75'	777.81'	2°24'44"	N83°14'22"E	32.74'
C276	32.72'	777.81'	2°24'36"	N85°39'02"E	32.71'
C277	32.75'	777.81'	2°24'44"	N88°03'42"E	32.74'
C278	16.65'	777.81'	1°13'37"	N89°52'53"E	16.65'
C279	3.53'	15.00'	13°29'18"	N06°14'59"W	3.52'
C280	49.95'	342.57'	8°21'17"	S89°12'55"E	49.91'
C281	33.98'	676.00'	2°52'47"	S15°30'10"W	33.97'

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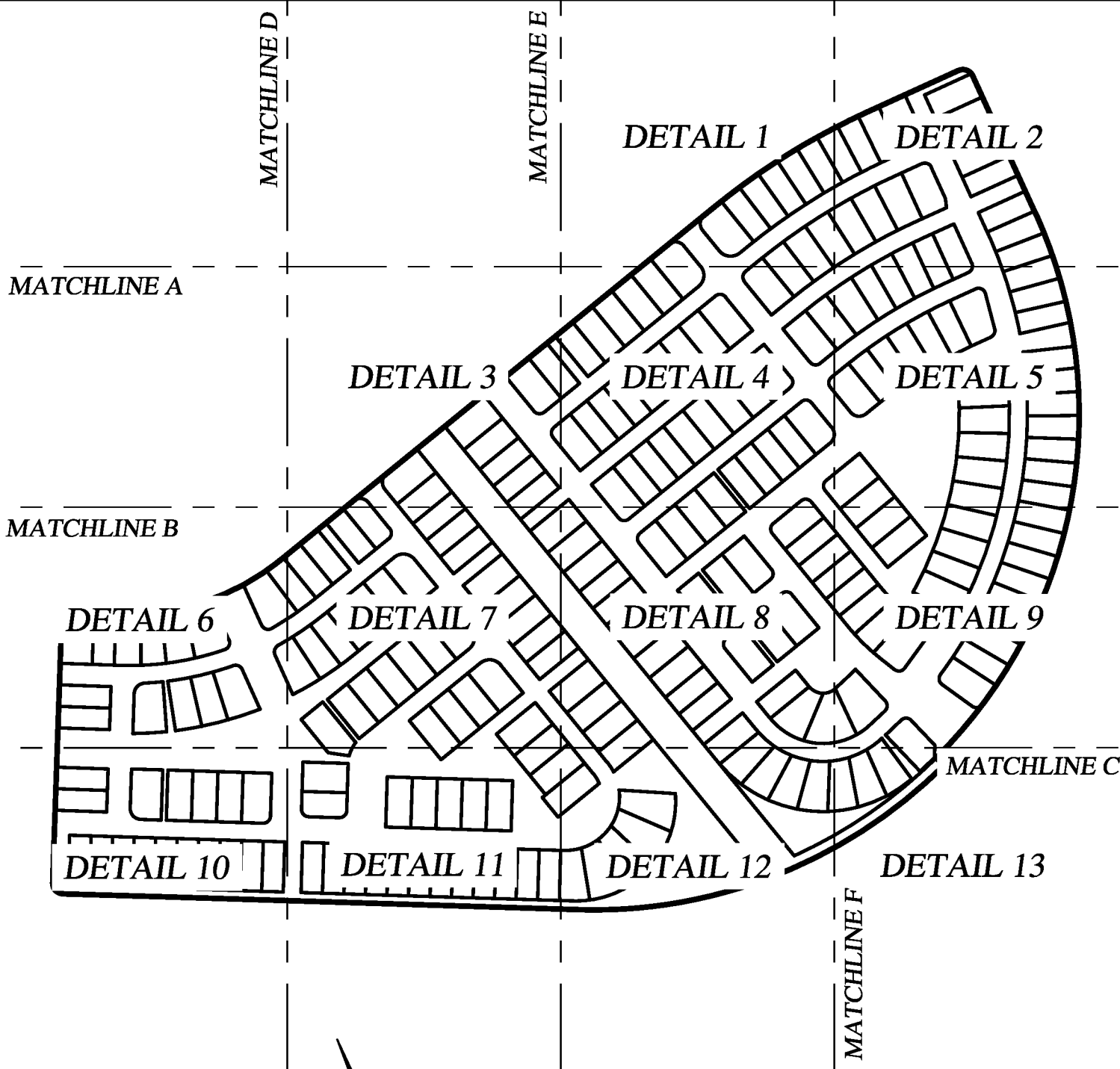
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CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C282	98.06'	677.31'	8°17'42"	S65°58'59"W	97.97'
C283	296.28'	692.12'	24°31'38"	N82°19'47"E	294.03'
C284	241.65'	676.00'	20°28'53"	N80°22'45"E	240.37'

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GRAPHIC SCALE: 1" = 200'

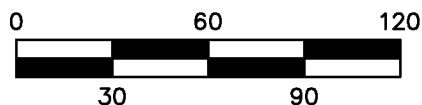
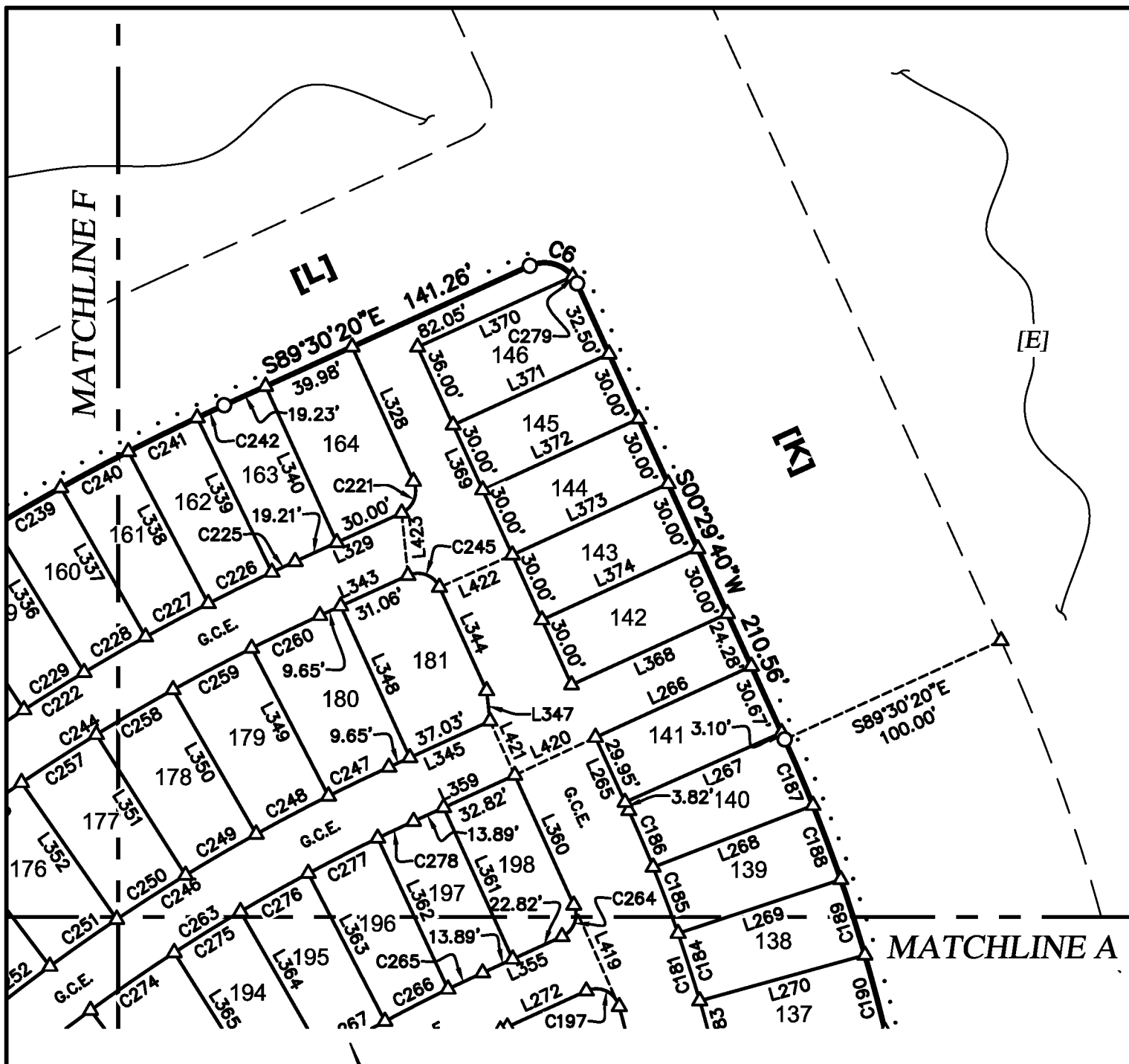


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GRAPHIC SCALE: 1" = 60'

DETAIL 2

NOTE:

1) AREA SUBJECT TO DEVELOPMENT RIGHTS.

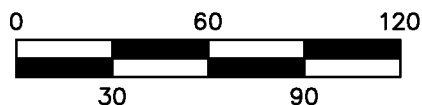
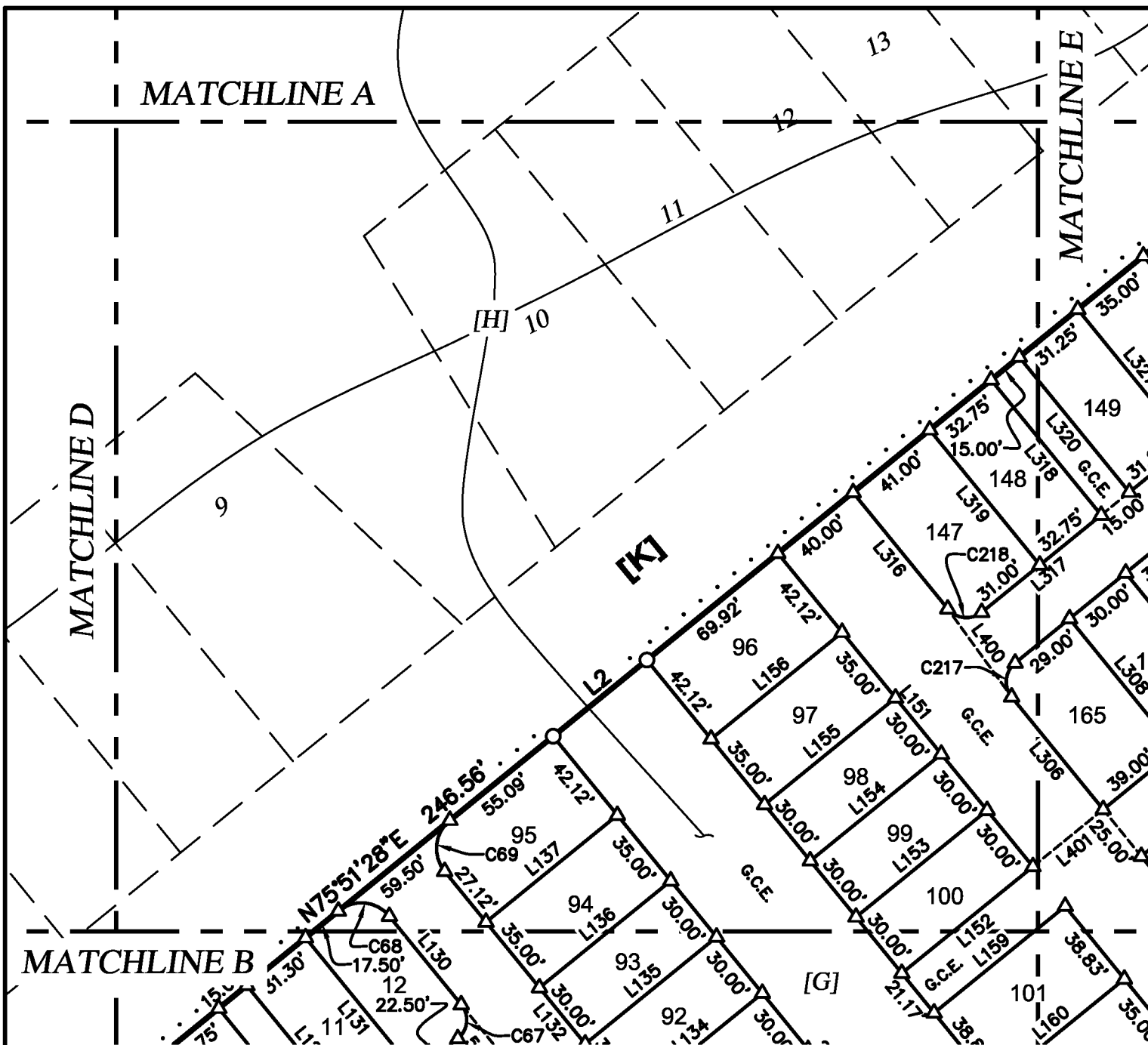
2) UNITS AND COMMON ELEMENTS ARE SUBJECT TO THE ZERO LOT LINE EASEMENT AREA, THE ZERO LOT LINE DEVELOPMENT AREA, AND THOSE EASEMENTS AND ENCUMBRANCES SHOWN ON PAGES 6-11.

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GRAPHIC SCALE: 1" = 60'

DETAIL 3

NOTE:

1) AREA SUBJECT TO DEVELOPMENT RIGHTS.

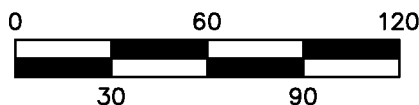
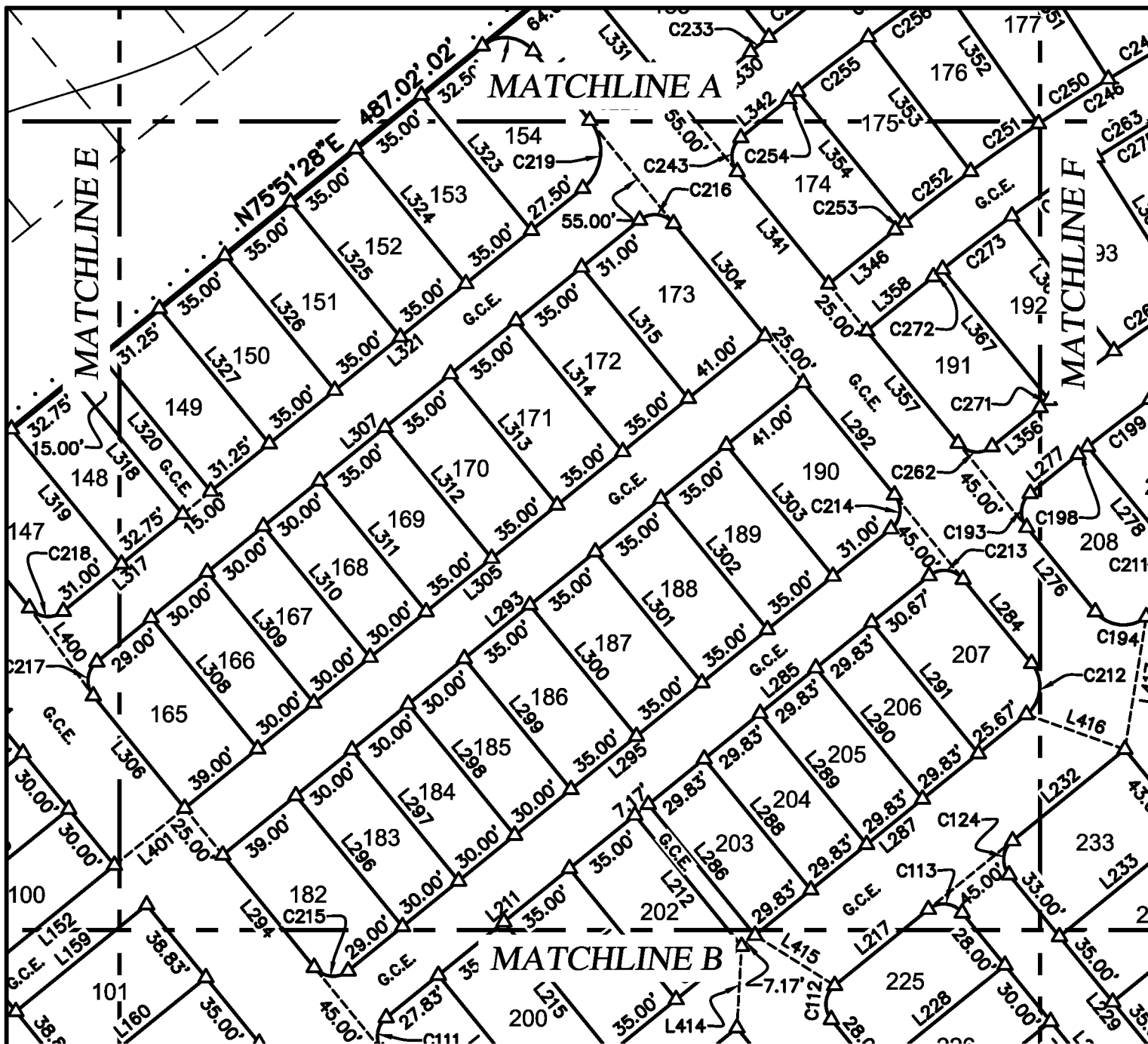
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GRAPHIC SCALE: 1" = 60'

DETAIL 4

NOTE:

1) AREA SUBJECT TO DEVELOPMENT RIGHTS.

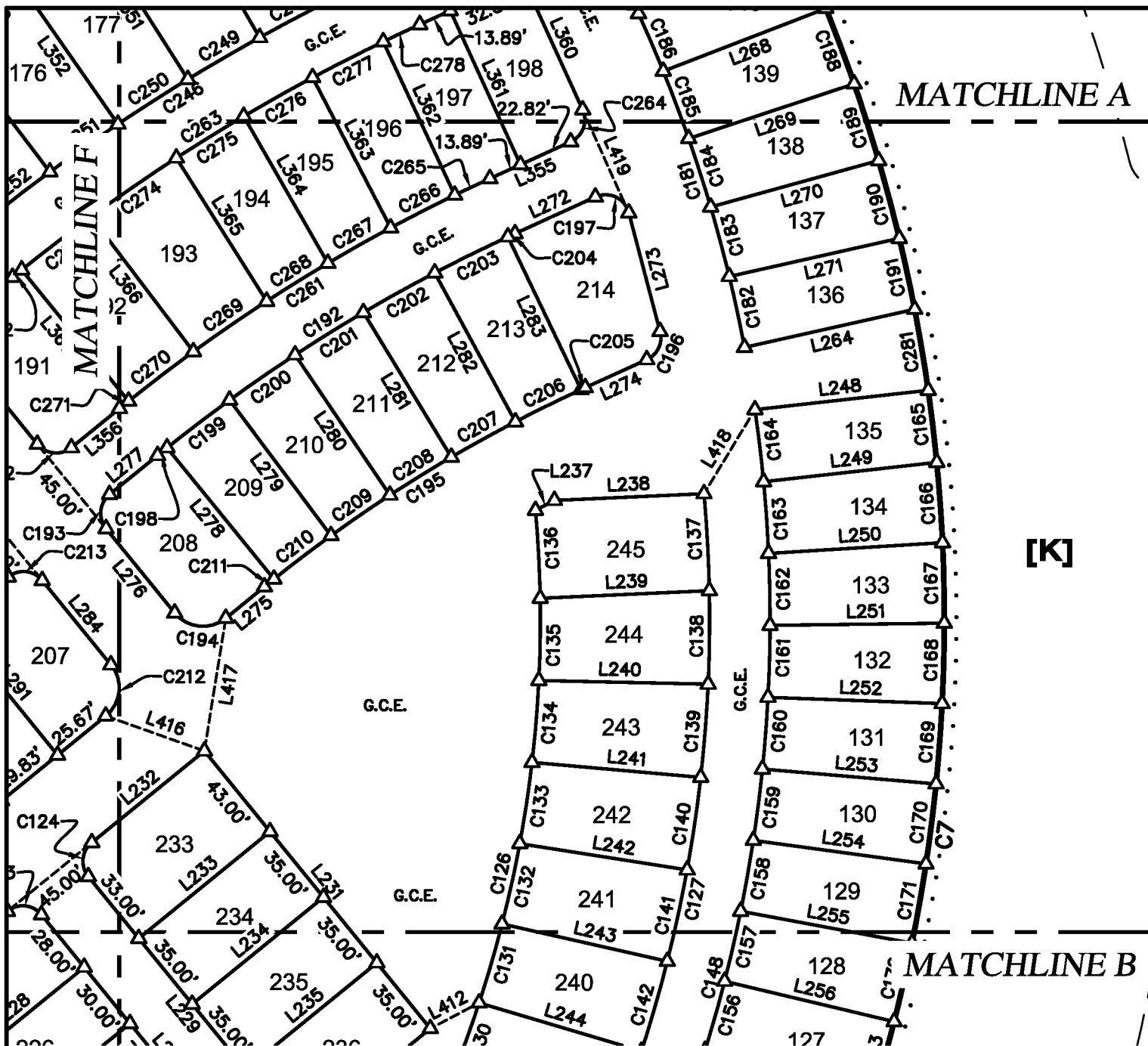
2) UNITS AND COMMON ELEMENTS ARE SUBJECT TO THE ZERO LOT LINE EASEMENT AREA, THE ZERO LOT LINE DEVELOPMENT AREA, AND THOSE EASEMENTS AND ENCUMBRANCES SHOWN ON PAGES 6-11.

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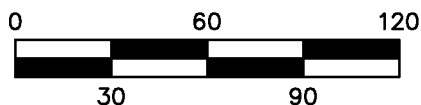


DETAIL 5

NOTE:

1) AREA SUBJECT TO DEVELOPMENT RIGHTS.

2) UNITS AND COMMON ELEMENTS ARE SUBJECT TO THE ZERO LOT LINE EASEMENT AREA, THE ZERO LOT LINE DEVELOPMENT AREA, AND THOSE EASEMENTS AND ENCUMBRANCES SHOWN ON PAGES 6-11.



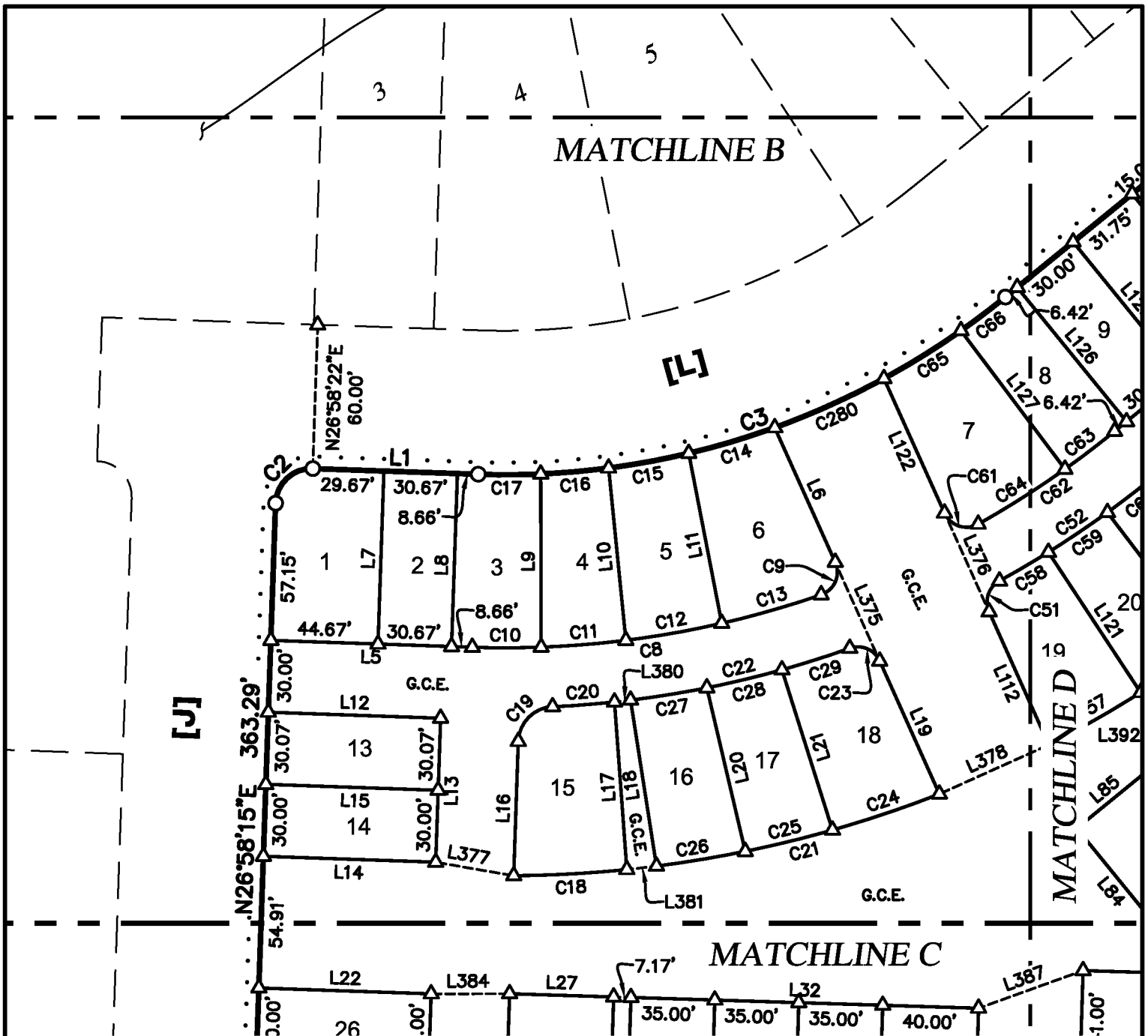
GRAPHIC SCALE: 1" = 60'

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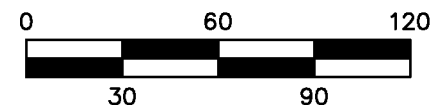


DETAIL 6

NOTE:

1) AREA SUBJECT TO DEVELOPMENT RIGHTS.

2) UNITS AND COMMON ELEMENTS ARE SUBJECT TO THE ZERO LOT LINE EASEMENT AREA, THE ZERO LOT LINE DEVELOPMENT AREA, AND THOSE EASEMENTS AND ENCUMBRANCES SHOWN ON PAGES 6-11.



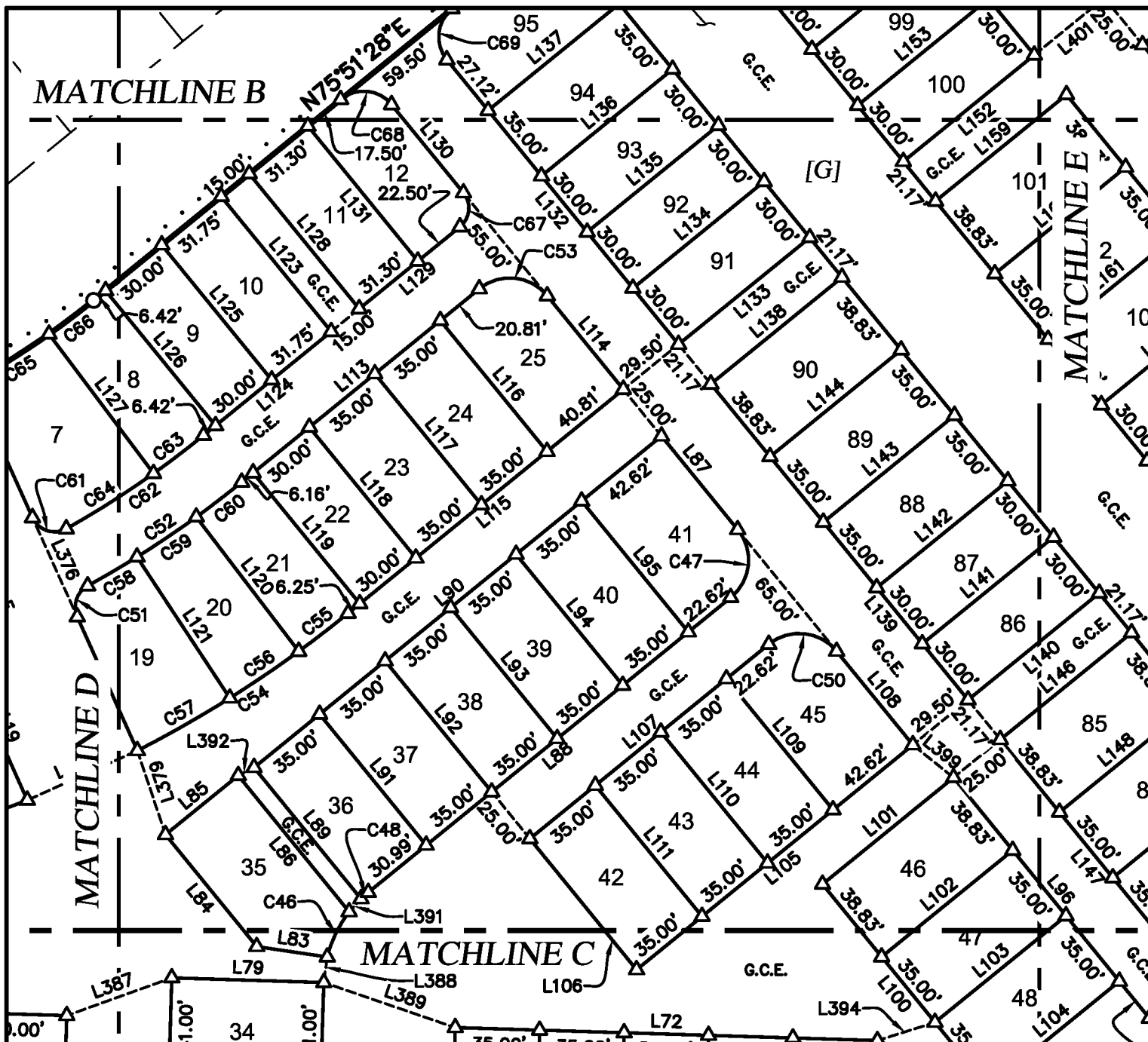
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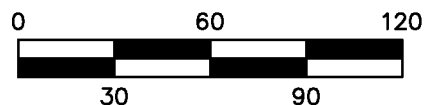
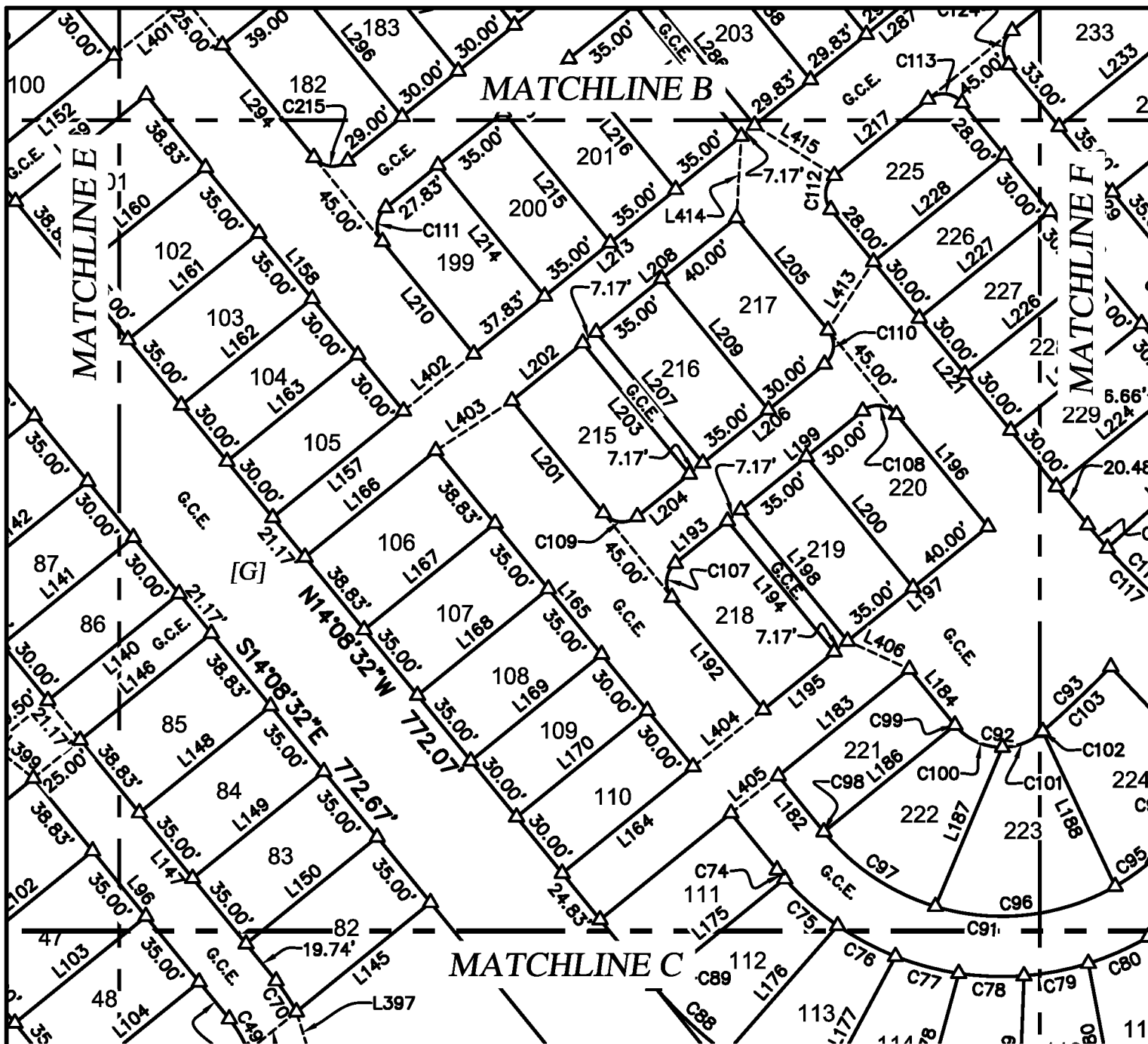


**EP RESIDENTIAL
CONDOMINIUMS
EASTON PARK
City of Austin,
Travis County, Texas**

4WARD
Land Surveying
A Limited Liability Company

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

Date:	2/28/2019
Project:	00545
Scale:	1" = 60'
Reviewer:	PRB
Tech:	TR
Field Crew:	HT/BP
Survey Date:	FEB. 2017
Sheet:	37 OF 43



GRAPHIC SCALE: 1" = 60'

**EP RESIDENTIAL
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EASTON PARK
City of Austin,
Travis County, Texas**

NOTE:

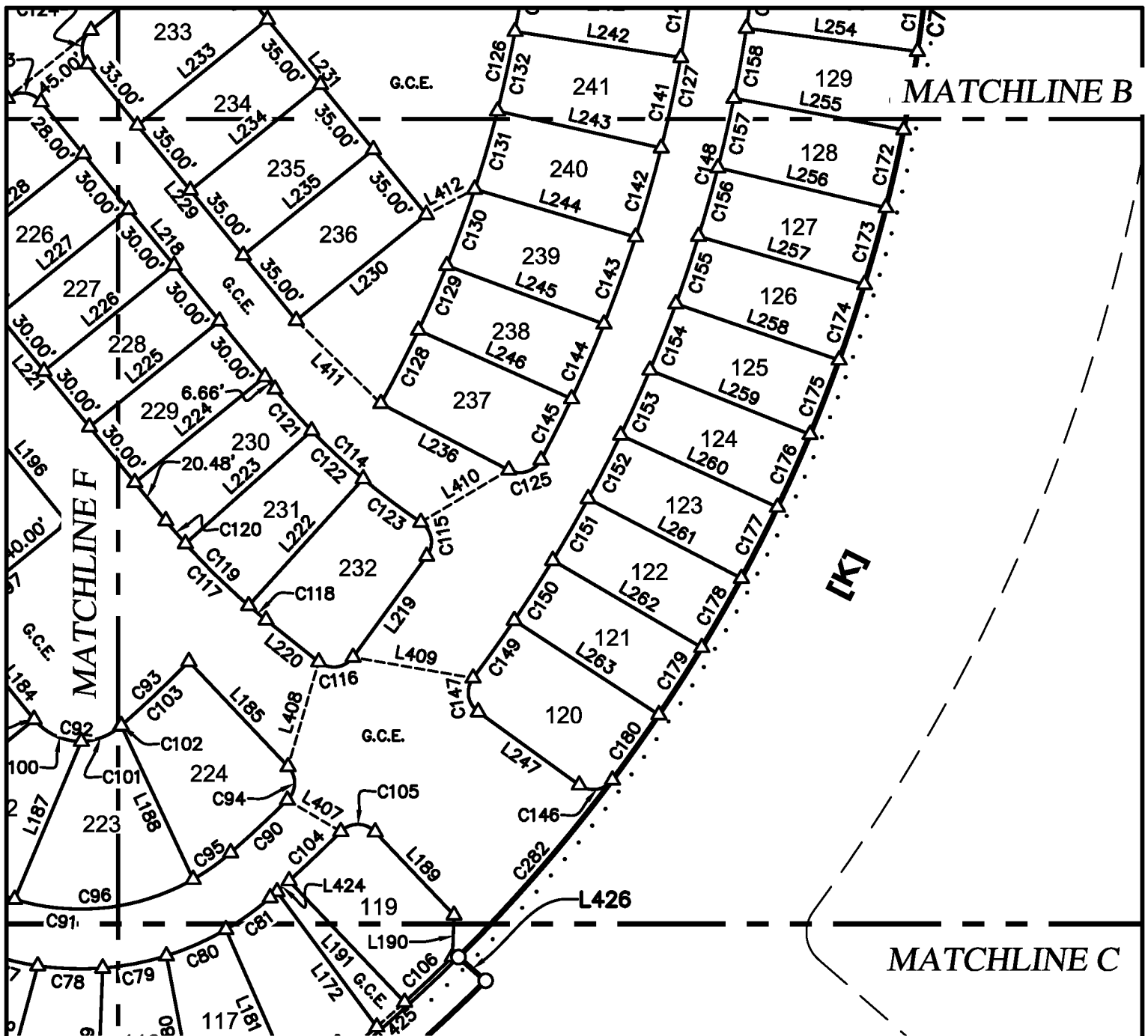
1) AREA SUBJECT TO DEVELOPMENT RIGHTS.

2) UNITS AND COMMON ELEMENTS ARE SUBJECT TO THE ZERO LOT LINE EASEMENT AREA, THE ZERO LOT LINE DEVELOPMENT AREA, AND THOSE EASEMENTS AND ENCUMBRANCES SHOWN ON PAGES 6-11.



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Reviewer:	PRB
Tech:	TR
Field Crew:	HT/BP
Survey Date:	FEB. 2017
Sheet:	38 OF 43



DETAIL 9

NOTE:

1) AREA SUBJECT TO DEVELOPMENT RIGHTS.

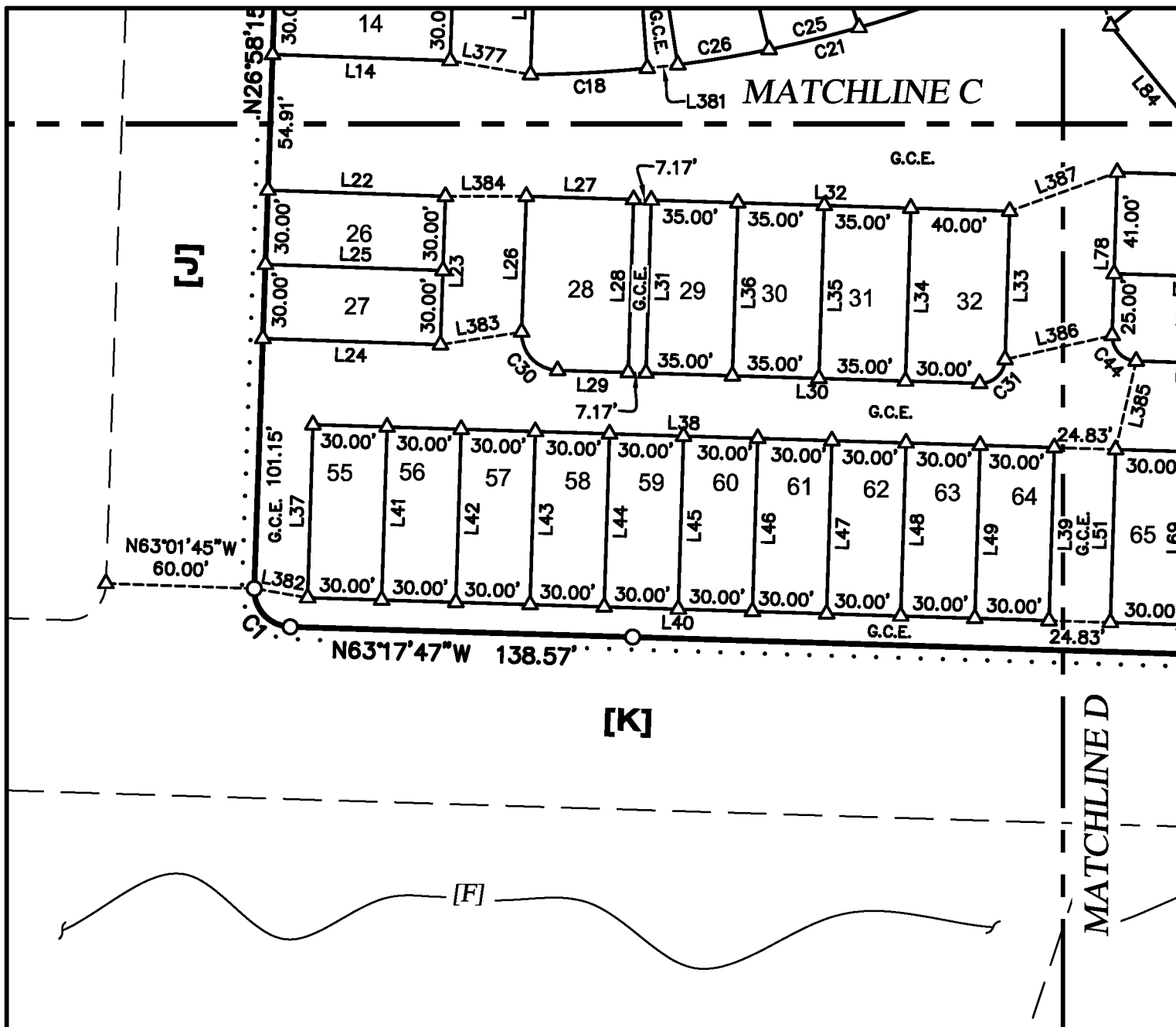
2) UNITS AND COMMON ELEMENTS ARE SUBJECT TO THE ZERO LOT LINE EASEMENT AREA, THE ZERO LOT LINE DEVELOPMENT AREA, AND THOSE EASEMENTS AND ENCUMBRANCES SHOWN ON PAGES 6-11.

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Date:	2/28/2019
Project:	00545
Scale:	1" = 60'
Reviewer:	PRB
Tech:	TR
Field Crew:	HT/BP
Survey Date:	FEB. 2017
Sheet:	39 OF 43



DETAIL 10

NOTE:

1) AREA SUBJECT TO DEVELOPMENT RIGHTS.

2) UNITS AND COMMON ELEMENTS ARE SUBJECT TO THE ZERO LOT LINE EASEMENT AREA, THE ZERO LOT LINE DEVELOPMENT AREA, AND THOSE EASEMENTS AND ENCUMBRANCES SHOWN ON PAGES 6-11.



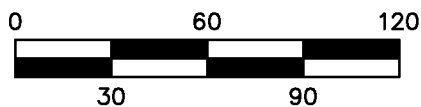
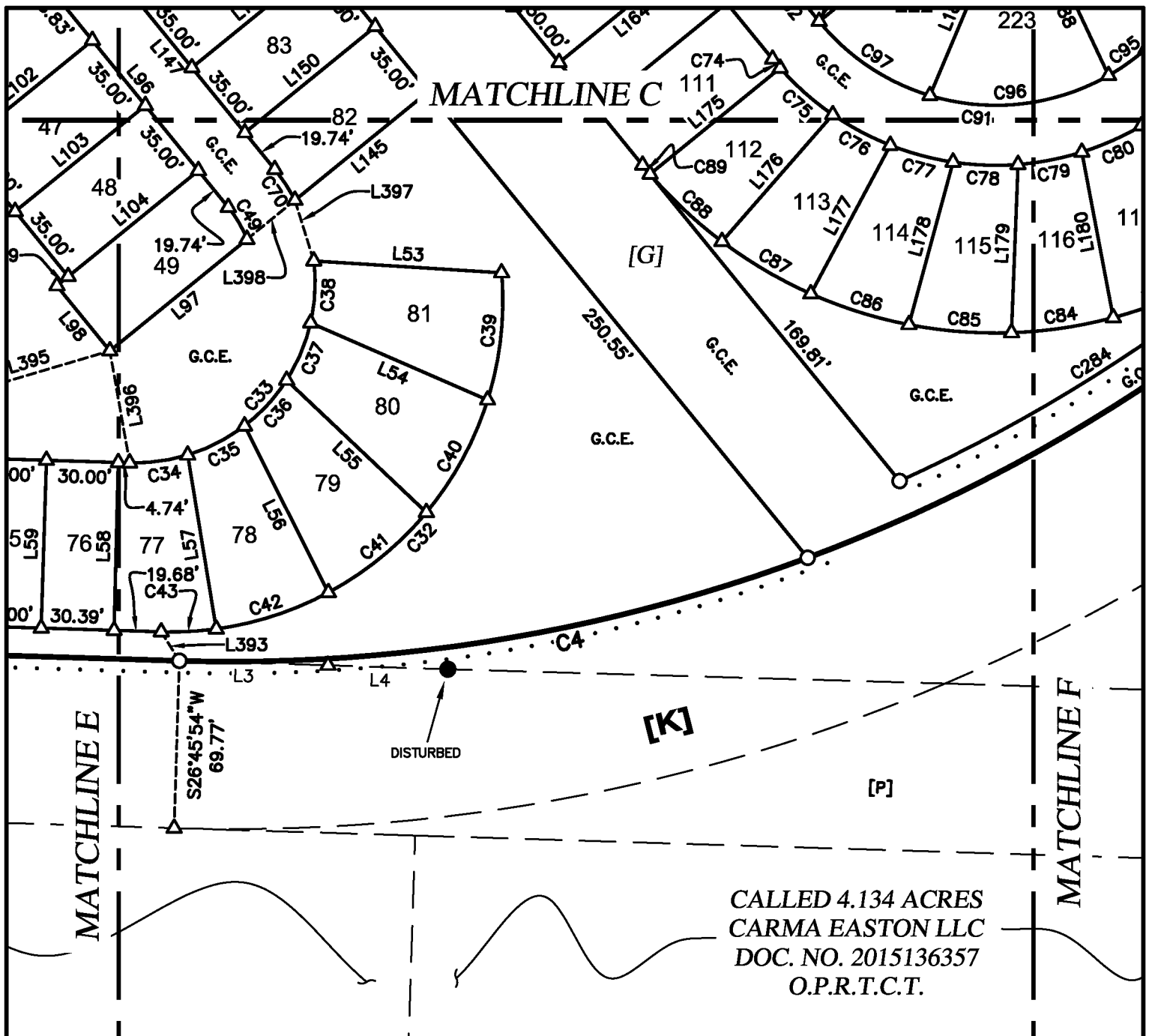
GRAPHIC SCALE: 1" = 60'

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Date:	2/28/2019
Project:	00545
Scale:	1" = 60'
Reviewer:	PRB
Tech:	TR
Field Crew:	HT/BP
Survey Date:	FEB. 2017
Sheet:	40 OF 43



GRAPHIC SCALE: 1" = 60'

**EP RESIDENTIAL
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EASTON PARK
City of Austin,
Travis County, Texas**

NOTE:

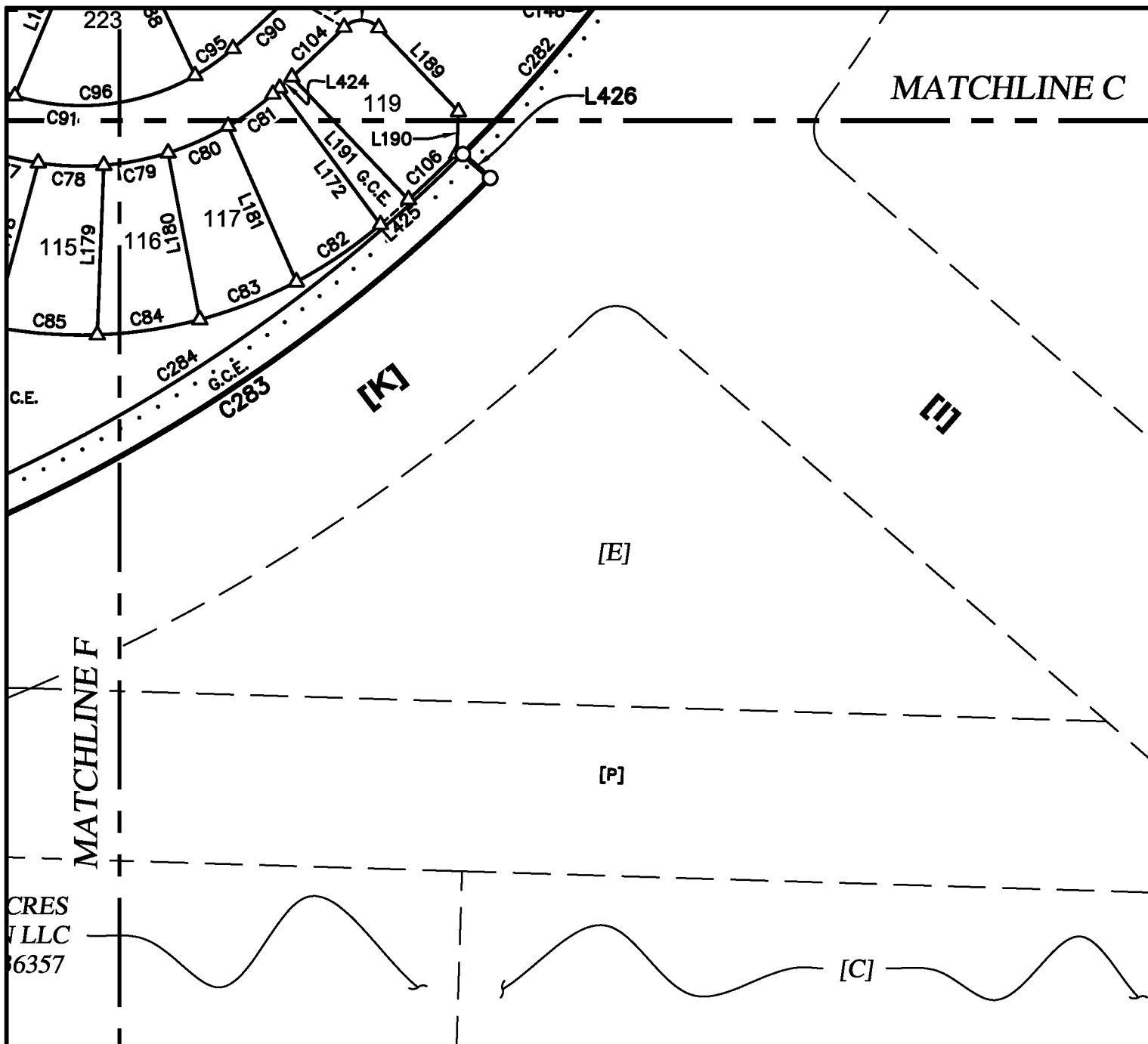
1) AREA SUBJECT TO DEVELOPMENT RIGHTS.

2) UNITS AND COMMON ELEMENTS ARE SUBJECT TO THE ZERO LOT LINE EASEMENT AREA, THE ZERO LOT LINE DEVELOPMENT AREA, AND THOSE EASEMENTS AND ENCUMBRANCES SHOWN ON PAGES 6-11.

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Date:	2/28/2019
Project:	00545
Scale:	1" = 60'
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Tech:	TR
Field Crew:	HT/BP
Survey Date:	FEB. 2017
Sheet:	42 OF 43

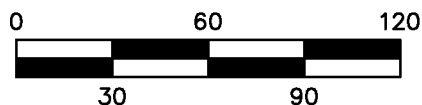


DETAIL 13

NOTE:

1) AREA SUBJECT TO DEVELOPMENT RIGHTS.

2) UNITS AND COMMON ELEMENTS ARE SUBJECT TO THE ZERO LOT LINE EASEMENT AREA, THE ZERO LOT LINE DEVELOPMENT AREA, AND THOSE EASEMENTS AND ENCUMBRANCES SHOWN ON PAGES 6-11.



GRAPHIC SCALE: 1" = 60'

**EP RESIDENTIAL
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Travis County, Texas**

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Survey Date:	FEB. 2017
Sheet:	43 OF 43

EXHIBIT "B-1"

DESCRIPTION OF FUTURE DEVELOPMENT AREA – PART B

EP RESIDENTIAL CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
DECLARATION OF CONDOMINIUM REGIME

EXHIBIT "PART B" – Area Subject to Development Rights

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 817.7624 ACRES (35,621,737 SQUARE FEET) OF LAND MORE OR LESS, BEING OUT OF AND A PART OF THE SANTIAGO DEL VALLE GRANT, ABSTRACT NO. 24, THE BARBARA LOPEZ Y MIRALES SURVEY NO. 503, ABSTRACT NO. 531 AND THE ISAIAH A PACHAL SURVEY NO. 503, ABSTRACT NO. 633 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 138.540 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITION INC. IN DOCUMENT NO. 2007038642 (O.P.R.T.C.T.), AND BEING A PORTION OF A CALLED 25.304 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITION INC. IN DOCUMENT NO. 2008124712 (O.P.R.T.C.T.), AND BEING A PORTION OF A CALLED 61.071 ACRE TRACT OF LAND (CALLED TRACT 1) CONVEYED TO JONA ACQUISITION INC. IN DOCUMENT NO. 2007204509 (O.P.R.T.C.T.), AND BEING ALL OF A CALLED 20.807 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITION INC. IN DOCUMENT NO. 2007003159 (O.P.R.T.C.T.), AND BEING ALL OF A CALLED 1.099 ACRE TRACT OF LAND CONVEYED TO CARMA EASTON, LLC, IN DOCUMENT NO. 2018166309 (O.P.R.T.C.T.), AND BEING ALL OF A CALLED 0.624 ACRE TRACT OF LAND CONVEYED TO CARMA EASTON INC. IN DOCUMENT NO. 2010005416 (O.P.R.T.C.T.), AND BEING ALL OF A CALLED 1.006 ACRE TRACT OF LAND CONVEYED AS 1/5TH INTEREST TO CARMA EASTON, LLC, IN DOCUMENT NO. 2012221472 (O.P.R.T.C.T.) AND AS 1/5TH INTEREST TO CHASE JOHNSON IN DOCUMENT NO. 2016192930 (O.P.R.T.C.T.) AND AS 1/5TH INTEREST TO JAMES CRAININ DOCUMENT NO. 2016030242 (O.P.R.T.C.T.) AND AS 1/5TH INTEREST TO SUE HORN IN DOCUMENT NO. 2016187379 (O.P.R.T.C.T.) AND AS 1/5TH INTEREST TO AMY LOWE IN DOCUMENT NO. 2012119749 (O.P.R.T.C.T.), AND BEING ALL OF A 1.003 ACRE TRACT OF LAND CONVEYED AS 1/5TH INTEREST TO CARMA EASTON INC. IN DOCUMENT NO. 2012050402 (O.P.R.T.C.T.) AND AS 1/5TH INTEREST TO TOM CORBETT IN DOCUMENT NO. 2017110356 (O.P.R.T.C.T.) AND AS 1/5TH INTEREST TO ROBERT LOWE IN DOCUMENT NO. 2012119740 (O.P.R.T.C.T.) AND AS 1/5TH INTEREST TO JENNIFER FADAL IN DOCUMENT NO. 2012072530 (O.P.R.T.C.T.) AND AS 1/5TH INTEREST TO ALAN PETERS IN DOCUMENT NO. 2012050397 (O.P.R.T.C.T.), AND BEING ALL OF A CALLED 81.018 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITION INC. IN DOCUMENT NO. 2006246454 (O.P.R.T.C.T.), AND BEING ALL OF A CALLED 103.415 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITION INC. IN DOCUMENT NO. 2006224021 (O.P.R.T.C.T.), AND BEING A PORTION OF A CALLED 167.748 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITION INC. IN DOCUMENT NO. 2006241307 (O.P.R.T.C.T.), AND BEING A PORTION OF A CALLED 42.558 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITION INC. IN DOCUMENT NO. 2008083861 (O.P.R.T.C.T.), AND BEING A PORTION OF LOT A, THE HARRY REININGER SUBDIVISION, A SUBDIVISION RECORDED IN VOLUME 65, PAGE 47 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS (P.R.T.C.T.) CONVEYED TO CARMA EASTON INC. IN DOCUMENT NO. 2011086825



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www.4wardls.com

(O.P.R.T.C.T.), AND BEING A PORTION OF A CALLED 22.027 ACRE TRACT OF LAND CONVEYED TO CARMA EASTON INC. IN DOCUMENT NO. 2011086825 (O.P.R.T.C.T.), AND BEING A PORTION OF A CALLED 20.041 ACRE TRACT OF LAND CONVEYED TO CARMA EASTON LLC IN DOCUMENT NO. 2015165241 (O.P.R.T.C.T.), AND BEING A PORTION OF A CALLED 232.233 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITION INC. IN DOCUMENT NO. 2009003190 (O.P.R.T.C.T.), AND BEING A PORTION OF A CALLED 198.302 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITION INC. IN DOCUMENT NO. 2006244772 (O.P.R.T.C.T.), AND BEING A PORTION OF EASTON PARK, SECTION 2B, PHASE 1, A SUBDIVISION RECORDED IN DOCUMENT NO. 201700302 (O.P.R.T.C.T.), AND BEING A PORTION OF A CALLED 67.339 ACRE TRACT OF LAND (CALLED TRACT 2) CONVEYED TO JONA ACQUISITION INC. IN DOCUMENT NO. 2007204509 (O.P.R.T.C.T.), AND BEING ALL OF A CALLED 59.027 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITION INC. IN DOCUMENT NO. 2007038634 (O.P.R.T.C.T.), AND BEING ALL OF A CALLED 152.571 ACRE TRACT OF LAND CONVEYED TO JONA ACQUISITION INC. IN DOCUMENT NO. 2006214522 (O.P.R.T.C.T.), SAID JONA ACQUISITION INC., CHANGED THEIR NAME TO CARMA EASTON, LLC, AS RECORDED IN AN AFFIDAVIT OF CORPORATE NAME CHANGE AND CONVERSION TO LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT NO. 2016111842 (O.P.R.T.C.T.), SAVE AND EXCEPT ALL OF A CALLED 1.0 ACRE TRACT OF LAND CONVEYED TO JUAN DE SANTIAGO & OLIVIA DE SANTIAGO RECORDED IN VOLUME 5869, PAGE 1058 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.), SAID 817.7624 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PART 1 – 58.5661 ACRES (2,551,140 SQUARE FEET)

BEGINNING, at a 1/2-inch iron rod found (from which a 1/2-inch iron pipe found bears S80°16'51"E, a distance of 0.77') for the northernmost corner of said 25.304 acre tract, also being the west corner of Lot 8, South 183 Park, a subdivision recorded in Volume 78, Page 253 (P.R.T.C.T.), also being a point in the southeast line of a called 380.080 acre tract of land conveyed to Ernest and Floretta Collins in Volume 12791, Page 11 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.) for the most northerly corner and **POINT OF BEGINNING** hereof;

THENCE, with the northeast line of said 25.304 acre tract, same being the southwest line of Lots 8 through 14 of said South 183 Park, **S48°08'30"E**, a distance of **2,069.26** feet to a calculated point (from which a 1/2-inch iron rod with "Chaparral" cap found bears S48°08'30"E, a distance of 0.29 feet) for the northeast corner hereof, same being the southernmost corner of said Lot 14, also being the easternmost corner of said 25.304 acre tract, also being in the west right-of-way line of US 183 (100' right-of-way width);

THENCE, with the west right-of-way line of US 183, same being the east line of said 25.304 acre tract, along the arc of a curve to the left, whose radius is **5,779.84** feet, whose arc length is **346.27** feet and whose chord bears **S06°51'21"W**, a distance of **346.22** feet to a calculated point for an angle point hereof, same being the intersection of the west right-of-way line of US 183 and the west right-of-way line of FM 1625;

THENCE, with the west right-of-way line of FM 1625, same being the east line of said 25.304 acre tract, **S26°52'27"W**, a distance of **121.44** feet to a 1/2-inch iron rod with "KBGE" cap found for an angle point

hereof, said point being the intersection of the west right-of-way line of said FM 1625 with the north right-of-way line of East William Cannon Drive (Right-of-way Varies);

THENCE, with the north right-of-way line of said East William Cannon Drive, in part over and across said 25.304 acre tract, and in part over and across said 138.540 acre tract, the following six (6) courses and distances:

- 1) **N87°15'58"W**, a distance of **65.21** feet to a 1/2-inch iron rod with "KBGE" cap found for a non-tangent point of curvature hereof;
- 2) Along the arc of a curve to the left, whose radius is **1,470.50** feet, whose arc length is **314.49** feet and whose chord bears **S86°50'52"W**, a distance of **313.89** feet to a 1/2-inch iron rod with "KBGE" cap found for a point of tangency hereof;
- 3) **S80°42'56"W**, a distance of **410.28** feet to a 1/2-inch iron rod with "KBGE" cap found for a point of curvature hereof;
- 4) Along the arc of a curve to the right, whose radius is **1,500.50** feet, whose arc length is **1,644.38** feet and whose chord bears **N67°52'50"W**, a distance of **1,563.32** feet to a 1/2-inch iron rod with "KBGE" cap found for a point of tangency hereof;
- 5) **N36°30'14"W**, a distance of **207.42** feet to a 1/2-inch iron rod with "KBGE" cap found for a non-tangent point of curvature hereof, and;
- 6) Along the arc of a curve to the left, whose radius is **4,340.50** feet, whose arc length is **59.79** feet and whose chord bears **N36°56'10"W**, a distance of **59.79** feet to a 1/2-inch iron rod with "KBGE" cap found for an angle point hereof, said point being in the south line of said 380.08 acre tract, and being in the north line of said 138.540 acre tract;

THENCE, with the north line of said 138.540 acre tract, same being the south line of said 380.080 acre tract, **S47°35'20"E**, a distance of **340.57** feet to a 1-inch iron pipe found for an interior ell corner hereof, same being an interior ell corner in the north line of said 138.540 acre tract, also being the south corner of said 380.080 acre tract;

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

- 1) **N27°07'08"E**, a distance of **851.44** feet to a disturbed 1-inch iron pipe found for an angle point hereof, and;
- 2) **N29°12'40"E**, a distance of **229.77** feet to a 1/2-inch iron pipe found for an angle point hereof, same being the most northerly corner of said 138.540 acre tract, also being the westernmost corner of said 25.304 acre tract;

THENCE, continuing with the southeast line of said 380.080 acre tract, same being the northwest line of said 25.304 acre tract, **N27°00'23"E**, a distance of **428.03** feet to the **POINT OF BEGINNING**, and containing 58.5661 acres (2,551,140 square feet), more or less.

PART 2 – 128.1740 ACRES (5,583,260 SQUARE FEET) (GROSS AREA)
Net Acreage Part 2 126.8105 Acres (5,523,868 Square Feet)

BEGINNING, at a calculated point (from which a 1/2-inch iron rod found bears, **N61°15'46"W**, a distance of 0.70') at the intersection of the west right-of-way line of FM 1625 (80' right-of-way) and the north right-of-way line of Colton Bluff Springs Road (right-of-way varies), being the southeast corner said 20.807 acre Carma Easton tract, and being the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the west right-of-way line of said FM 1625, in part with the north right-of-way line of said Colton Bluff Springs Road and in part with the north right-of-way line of Finial Drive (60' right-of-way, dedicated in Document No. 201600229 (O.P.R.T.C.T.) the following ten (10) courses and distances:

- 7) **N61°15'46"W**, a distance of **926.11** feet to a 1/2-inch iron rod found for an angle point hereof;
- 8) **N63°13'25"W**, a distance of **98.27** feet to a 1/2-inch iron rod found for an angle point hereof;
- 9) **N69°35'19"W**, a distance of **138.04** feet to a 1/2-inch iron rod with "Chaparral" cap found for a non-tangent point of curvature hereof;
- 10) Along the arc of a curve to the right, whose radius is **482.27** feet, whose arc length is **184.04** feet and whose chord bears **N58°51'25"W**, a distance of **182.92** feet to a 1/2-inch iron rod with "Chaparral" cap found for an angle point hereof;
- 11) **N47°54'24"W**, a distance of **1,631.11** feet to a 1-inch iron pipe found (disturbed) for an angle point hereof, from which a 1/2-inch iron rod found in the south line of said Colton Bluff Springs Road bears, **S41°34'16"W**, a distance of **70.11** feet;
- 12) **N47°55'37"W**, a distance of **1,586.63** feet to a calculated point for an angle point hereof;
- 13) **N53°31'14"W**, a distance of **41.14** feet to a calculated point for an angle point hereof;
- 14) **N47°59'41"W**, a distance of **68.16** feet to a calculated point for a point of curvature hereof;
- 15) Along the arc of a curve to the left, whose radius is **1,530.00** feet, whose arc length is **743.92** feet and whose chord bears **N61°55'26"W**, a distance of **736.61** feet to a calculated point for a point of tangency hereof;
- 16) **N75°51'11"W**, a distance of **127.19** feet to a calculated point for a point of curvature and the southwest corner hereof, being the beginning of a transition from the north right-of-way line of said Colton Bluff Springs Road to the east right-of-way line of Colton Bluff Springs Road (100' right-of-way);

THENCE, with said transition from the north right-of-way line of Finial Drive to the east right-of-way line of said Colton Bluff Springs Road, along the arc of a curve to the right, whose radius is **15.00** feet, whose arc length is **22.71** feet and whose chord bears **N32°29'01"W**, a distance of **20.60** feet to a calculated point for a non-tangent point of compound curvature hereof;

THENCE, with the east right-of-way line of said Moonbeam Drive the following two (2) courses and distances:

- 1) Along the arc of a curve to the left, whose radius is **776.00** feet, whose arc length is **140.73** feet and whose chord bears **N05°41'24"E**, a distance of **140.54** feet to a calculated point for a point of tangency hereof;
- 2) **N00°29'40"E**, a distance of **611.56** feet to a calculated point for an angle point hereof, being in the south right-of-way line of East William Cannon Drive (right-of-way varies);

THENCE, with the south right-of-way line of said East William Cannon Drive the following ten (10) courses and distances:

- 1) **S89°29'05"E**, a distance of **354.24** feet to a calculated point for a non-tangent point of curvature hereof, from which a 3/4-inch iron pipe found for the west corner of a called 3.571 acre tract conveyed to Travis County, a political subdivision in the State of Texas

recorded in Document No. 2015206516 (O.P.R.T.C.T.) bears, N83°39'55"E, a distance of 611.09 feet;

- 2) Along the arc of a curve to the right, whose radius is **1,524.50** feet, whose arc length is **1,115.66** feet and whose chord bears **S68°32'26"E**, a distance of **1,090.93** feet to a calculated point for a point of tangency hereof, from which a 3/4-inch iron pipe found for an angle point in the south line of a called 3.571 acre tract conveyed to Travis County, a political subdivision in the State of Texas recorded in Document No. 2015206516 (O.P.R.T.C.T.) bears N34°40'12"W, a distance of 313.91 feet;
- 3) **S47°34'32"E**, a distance of **1,184.32** feet to a calculated point for a point of curvature hereof;
- 4) Along the arc of a curve to the right, whose radius is **4,200.50** feet, whose arc length is **812.74** feet and whose chord bears **S42°01'50"E**, a distance of **811.48** feet to a 1/2-inch iron rod with "KBGE" cap found for an angle point hereof;
- 5) **S36°30'45"E**, a distance of **207.47** feet to a 1/2-inch iron rod with "KBGE" cap found for a non-tangent point of curvature hereof;
- 6) Along the arc of a curve to the left, whose radius is **1,640.50** feet, whose arc length is **1,797.87** feet and whose chord bears **S67°53'01"E**, a distance of **1,709.24** feet to a 1/2-inch iron rod with "KBGE" cap found for a point of tangency hereof;
- 7) **N80°43'00"E**, a distance of **312.75** feet to a 1/2-inch iron rod with "KBGE" cap found for an angle point hereof;
- 8) **S09°27'26"E**, a distance of **11.04** feet to a 1/2-inch iron rod with "KBGE" cap found for an angle point hereof;
- 9) **N80°40'51"E**, a distance of **97.51** feet to a 1/2-inch iron rod with "KBGE" cap found for a non-tangent point of curvature hereof;
- 10) Along the arc of a curve to the right, whose radius is **1,319.50** feet, whose arc length is **279.68** feet and whose chord bears **N86°47'18"E**, a distance of **279.16** feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof, being the intersection of the south right-of-way line of said East William Cannon Drive and the west right-of-way line of said FM 1625;

THENCE, with the west right-of-way line of said FM 1625 the following five (5) courses and distances:

- 1) **S30°08'16"W**, a distance of **25.88** feet to a Texas Department of Transportation (TxDOT) Type I concrete monument (disturbed) found for an angle point hereof;
- 2) **S31°37'19"W**, a distance of **107.70** feet to a TxDOT Type I concrete monument (disturbed) found for an angle point hereof;
- 3) **S27°05'12"W**, passing at 682.39 feet a 1/2-inch iron rod found, in all a distance of **710.52** feet to a calculated point for an angle point hereof;
- 4) **S26°41'11"W**, a distance of **410.49** feet to a TxDOT Type I concrete monument (disturbed) found for an angle point hereof;
- 5) **S27°13'12"W**, a distance of **392.15** feet to the **POINT OF BEGINNING**, and containing 128.1740 acres (5,583,260 square feet), more or less.

SAVE AND EXCEPT TRACT

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 1.3635 ACRES (59,392 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 ALL OF A CALLED 1.0 ACRE TRACT OF LAND CONVEYED TO JUAN AND OLIVIA DE SANTIAGO IN VOLUME 5869, PAGE 1058 OF THE DEED RECORDS OF TRAVIS COUNTY,

**TEXAS, SAID 1.3635 ACRES BEING MORE PARTICULARLY DESCRIBED
BY METES AND BOUNDS AS FOLLOWS:**

COMMENCING, at a 1/2-inch iron rod found in the west right-of-way line of FM 1625 (80' right-of-way), being the south corner of a called 1.099 acre tract conveyed to Carma Easton, LLC, in Document No. 2018166309 (O.P.R.T.C.T.), also being the northeast corner of a called 20.807 acre tract (called Tract 2) conveyed to Jona Acquisition Inc. in Document No. 2007003159 (O.P.R.T.C.T.), from which a TxDOT Type I concrete monument (disturbed) found, bears S27°05'12"W, a distance of 682.39 feet;

THENCE, with the common line of said 1.099 acre Carma Easton tract and said 20.807 Jona Acquisition tract N53°11'18"W, a distance of 195.12 feet to a calculated point, for the south corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the east line of said 1.099 acre Carma Easton tract, with the common line of said De Santiago tract and said 20.807 acre Jona Acquisition tract **N52°58'32"W**, a distance of **245.34** feet to a 1/2-inch iron rod found for an angle point and west corner hereof, being an angle point in the south line of a called 138.540 acre tract conveyed to Jona Acquisition Inc. in Document No. 2007038642 (O.P.R.T.C.T.);

THENCE, leaving the north line of said 20.807 acre Jona Acquisition tract, with the common line of said De Santiago tract and said 138.540 acre Jona Acquisition tract the following two (2) courses and distances:

- 1) **N29°58'19"E**, a distance of **250.31** feet to a 1/2-inch iron rod with "Chaparral" cap found for an angle point and the north corner hereof, and
- 2) **S52°49'53"E**, a distance of **233.47** feet to a 1/2-inch iron rod found for an angle point and the east corner hereof;

THENCE, leaving the south line of said 138.540 acre Jona Acquisition tract, with the common line of said De Santiago tract and said 1.099 acre Carma Easton tract **S27°16'14"W**, a distance of **251.47** feet to the **POINT OF BEGINNING**, and containing 1.3635 acres (59,392 square feet), more or less.

Total Part 2 (Gross)	128.1740 Acres (5,583,260 Square Feet)
<u>Save and Except tract</u>	<u>1.3635 Acres (59,392 Square Feet)</u>
Net Acreage Part 2	126.8105 Acres (5,523,868 Square Feet)

PART 3 – 420.8531 ACRES (18,332,363 SQUARE FEET)

BEGINNING, at a calculated point (from which a 1/2-inch iron rod with "Chaparral-random" cap found bears, N86°23'22"W, a distance of 1.16 feet) at the intersection of the west right-of-way line of FM 1625 (80' right-of-way) and the south right-of-way line of Colton Bluff Springs Road (right-of-way varies), being the northeast corner of said 1.006 acre 1/5th interest to Carma Easton LLC and 1/5th interest to Chase Johnson and 1/5th interest to James Crain and 1/5th interest to Sue Horne and 1/5th interest to Amy Lowe tract, and being the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the south right-of-way line of said Colton Bluff Springs Road, with the west right-of-way line of said FM 1625, the following two (2) courses and distances:

- 17) **S27°13'12"W**, passing at 134.90 feet a 1/2-inch iron rod with "Chaparral" cap found, in all a distance of **1,063.34** feet to a Texas Department of Transportation (TxDOT) Type I concrete monument found for an angle point hereof;
- 18) **S27°05'10"W**, a distance of **2,494.69** feet to a calculated point (from which a 1-inch iron pipe found bears N62°50'16"W, a distance of 0.54 feet) for an angle point hereof, being the northeast corner of a called 0.1291 acre tract of land conveyed to Crown Comm, Inc. in Document No. 2001163489 (O.P.R.T.C.T.);

THENCE, leaving the west right-of-way line of said FM 1625 with the common line of said 167.748 acre Carma Easton tract and said Crown Comm tract the following three (3) courses and distances:

- 19) **N62°35'45"W**, a distance of **74.91** feet to a 1/2-inch iron rod with "Chaparral" cap found (from which a 1/2-inch iron rod found bears S53°41'15"E, a distance of 0.47 feet) for an angle point hereof;
- 20) **S27°03'30"W**, a distance of **74.89** feet to a 1/2-inch iron rod with "Chaparral" cap found for an angle point hereof;
- 21) **S61°46'23"E**, a distance of **74.89** feet to a calculated point (from which a 1/2-inch iron pipe found bears N61°44'28"W, a distance of 1.37 feet) for an angle point hereof, being in the west right-of-way line of said FM 1625;

THENCE, with the west right-of-way line of said FM 1625, **S27°05'10"W**, a distance of **373.28** feet to a calculated point for the southeast corner hereof, from which a TxDOT Type I concrete monument found for an angle point in the west right-of-way line of said FM 1625 bears, S27°05'10"W, a distance of 972.89 feet;

THENCE, leaving the west right-of-way line of said FM 1625, over and across said 103.415 acre Carma Easton tract, said 167.748 acre Carma Easton tract, said 42.558 acre Carma Easton tract, said Lot A, The Harry Reininger Subdivision, said 22.027 acre Carma Easton tract, said 20.041 acre Carma Easton tract, said 232.233 acre Carma Easton tract, said 198.302 acre Carma Easton tract, said portion of Easton Park, Section 2B, Phase 1, and said 67.339 acre Carma Easton tract the following twenty-one (21) courses and distances:

- 1) **N63°32'53"W**, a distance of **399.44** feet to a calculated point for a non-tangent point of curvature hereof;
- 2) Along the arc of a curve to the left, whose radius is **1,450.00** feet, whose arc length is **693.59** feet and whose chord bears **N79°24'26"W**, a distance of **687.00** feet to a calculated point for a point of tangency hereof;
- 3) **S86°53'22"W**, a distance of **916.42** feet to a calculated point for a point of curvature hereof;
- 4) Along the arc of a curve to the right, whose radius is **1,450.00** feet, whose arc length is **791.97** feet and whose chord bears **N77°27'49"W**, a distance of **782.16** feet to a calculated point for a point of tangency hereof, from which a 1/2-inch iron rod found in the west line of said 167.748 acre Carma Easton tract, being the most northerly southeast corner of said 42.558 acre Carma Easton tract, and being the northeast corner of called 3.213 acre tract of land conveyed to Mario & Emma Rodriguez in Volume 7998, Page 656 of the Deed Records of Travis County, Texas (D.R.T.C.T.) bears, S44°38'41"E, a distance of 270.90 feet;
- 5) **N61°49'00"W**, a distance of **2,244.57** feet to a calculated point for a point of curvature hereof;

- 6) Along the arc of a curve to the right, whose radius is **1,450.00** feet, whose arc length is **642.06** feet and whose chord bears **N49°07'52"W**, a distance of **636.83** feet to a calculated point for an angle point hereof;
- 7) **N36°16'52"W**, a distance of **396.77** feet to a calculated point for the southwest corner hereof;
- 8) **N53°02'21"E**, a distance of **375.01** feet to a calculated point for a non-tangent point of curvature hereof;
- 9) Along the arc of a curve to the left, whose radius is **502.38** feet, whose arc length is **222.75** feet and whose chord bears **N40°54'52"E**, a distance of **220.93** feet to a calculated point for an angle point hereof;
- 10) **S63°01'09"E**, a distance of **386.64** feet to a calculated point for a point of curvature hereof;
- 11) Along the arc of a curve to the right, whose radius is **490.00** feet, whose arc length is **129.43** feet and whose chord bears **S55°27'07"E**, a distance of **129.05** feet to a calculated point for a point of tangency hereof;
- 12) **S47°53'05"E**, a distance of **154.45** feet to a calculated point for a point of curvature hereof;
- 13) Along the arc of a curve to the left, whose radius is **900.00** feet, whose arc length is **218.84** feet and whose chord bears **S54°51'03"E**, a distance of **218.30** feet to a calculated point for an angle point hereof;
- 14) **S61°59'08"E**, a distance of **1,185.37** feet to a calculated point for an angle point hereof;
- 15) **N27°28'01"E**, a distance of **317.59** feet to a calculated point for a non-tangent point of curvature hereof;
- 16) Along the arc of a curve to the left, whose radius is **2,118.00** feet, whose arc length is **1,378.82** feet and whose chord bears **N09°32'01"E**, a distance of **1,354.60** feet to a calculated point for a point of tangency hereof;
- 17) **N09°06'58"W**, a distance of **935.79** feet to a calculated point for a non-tangent point of curvature hereof;
- 18) Along the arc of a curve to the right, whose radius is **1,482.00** feet, whose arc length is **399.73** feet and whose chord bears **N01°23'21"W**, a distance of **398.52** feet to a calculated point for an angle point hereof;
- 19) **N89°28'48"E**, a distance of **1,926.42** feet to a calculated point for an angle point hereof;
- 20) **S67°50'32"E**, a distance of **1,159.36** feet to a calculated point for an angle point hereof;
- 21) **N41°26'30"E**, a distance of **474.43** feet to a calculated point for the northwest corner hereof, being in the south right-of-way line of said Colton Bluff Springs Road;

THENCE, with the south right-of-way line of said Colton Bluff Springs Road the following eight (8) courses and distances:

S47°52'19"E, a distance of **56.72** feet to a 1/2-inch iron rod with "Chaparral" cap found for an angle point hereof;

S47°58'28"E, a distance of **305.56** feet to a 1/2-inch iron rod with "Chaparral" cap found for an angle point hereof;

S53°15'41"E, a distance of **89.71** feet to a 1/2-inch iron rod found for an angle point hereof;

S62°29'14"E, a distance of **119.74** feet to a 1/2-inch iron rod found for an angle point hereof;

S67°03'11"E, a distance of **233.93** feet to a 1/2-inch iron rod found for an angle point hereof;

S61°10'47"E, a distance of **424.75** feet to 1/2-inch iron rod with "Chaparral" cap found for an angle point hereof;

S61°08'56"E, a distance of **100.00** feet to a 1/2-inch iron rod with "Chaparral" cap found for an angle point hereof;

S61°09'52"E, a distance of **398.55** feet to the **POINT OF BEGINNING**, and containing 420.8531 acres (18,332,363 square feet), more or less.

PART 4 – 211.5327 ACRES (9,214,366 SQUARE FEET)

BEGINNING, at a 1-inch iron pipe found (disturbed) in the south right-of-way line of McKenzie Road (60' right-of-way), being the beginning of a transition from the south right-of-way line of McKenzie Road to the west right-of-way line of US 183 (100' right-of-way), being an angle point in the north line and the **POINT OF BEGINNING** hereof;

THENCE, with said transition from the south right-of-way line of said McKenzie Road to the west right-of-way line of said US 183, **S34°02'46"E**, a distance of **169.88** feet to a Texas Department of Transportation (TxDOT) Type I concrete monument (disturbed) found for the northeast corner hereof;

THENCE, with the west right-of-way line of said US 183 the following two (2) courses and distances:

- 1) **S04°11'36"E**, a distance of **1,890.52** feet to a calculated point (from which a 1/2-inch iron rod found bears **S62°32'52"E**, a distance of 0.80 feet) for the northeast corner of said 152.571 acre Carma Easton tract, being the southeast corner of said 59.027 acre Carma Easton tract, being an angle point hereof;
- 2) **S04°11'35"E**, a distance of **2,808.81** feet to a 5/8-inch iron rod found for the southeast corner hereof, being the northeast corner of a called 9.87 acre tract of land (called Tract 5) conveyed to Bobby Ray Burkland in Document No. 1999103744 (O.P.R.T.C.T.);

THENCE, leaving the west right-of-way line of said US 183, in part with the north line of said 9.87 acre Burkland tract, in part with the north line of a called 19.73 acre tract of land conveyed to The Erland A. Burkland and Nancy J. Burkland Revocable Living Trust in Document No. 2013134147 (O.P.R.T.C.T.), , in part with the north line of a called 3.0 acre tract of land conveyed to The Erland A. Burkland and Nancy J. Burkland Revocable Living Trust in Document No. 2013134155 (O.P.R.T.C.T.), , in part with the north line of a called 1.0 acre tract of land conveyed to The Erland A. Burkland and Nancy J. Burkland Revocable Living Trust in Document No. 201313450 (O.P.R.T.C.T.) the following three (3) courses and distances:

- 1) **N62°37'07"W**, a distance of **996.97** feet to a 1/2-inch iron rod found (disturbed) for an angle point hereof;
- 2) **N62°47'32"W**, a distance of **2,258.85** feet to a 1/2-inch iron rod found for an angle point hereof;
- 3) **N62°36'26"W**, a distance of **243.83** feet to a 1/2-inch iron rod with "Chaparral" cap found for the southwest corner hereof, being in the east right-of-way line of FM 1625 (80' right-of-way);

THENCE, with the east right-of-way line of said FM 1625 the following two (2) courses and distances:

- 1) **N27°05'10"E**, passing at 2402.35 a calculated point (from which a 1/2-inch iron rod with "4094" cap found bears, **S62°32'58"E**, a distance of 0.81 feet) for the northwest corner of said 152.571 acre Carma Easton tract, being the southwest corner of said 59.027 acre Carma Easton tract, in all a distance of **2,943.14** feet to a calculated point (from which a 3/8 inch iron rod found bears **S79°11'47"E**, a distance of 1.72 feet) for an angle point hereof;

- 2) **N27°13'12"E**, a distance of **1,147.30** feet to a calculated point for the northwest corner hereof, being in the south right-of-way line of said McKenzie Road;

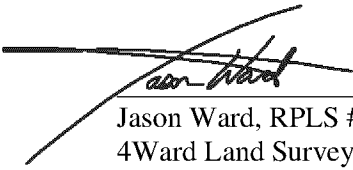
THENCE, with the south right-of-way line of said McKenzie Road, **S62°42'00"E**, a distance of **908.24** feet to the **POINT OF BEGINNING**, and containing 211.5326 acres 9,214,361 square feet), more or less.

In all containing 817.7624 Acres (35,621,732 Square Feet) more or less being:

Part 1	58.5661 Acres (2,551,140 Square Feet)
Net Acreage Part 2	126.8105 Acres (5,523,868 Square Feet)
Part 3	420.8531 Acres (18,332,363 Square Feet)
Part 4	211.5327 Acres (9,214,366 Square Feet)
Total Net Acreage	817.7624 Acres (35,621,737 Square Feet)

NOTES:

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 1.000037755947. Reference drawing: 00758_rev.dwg.

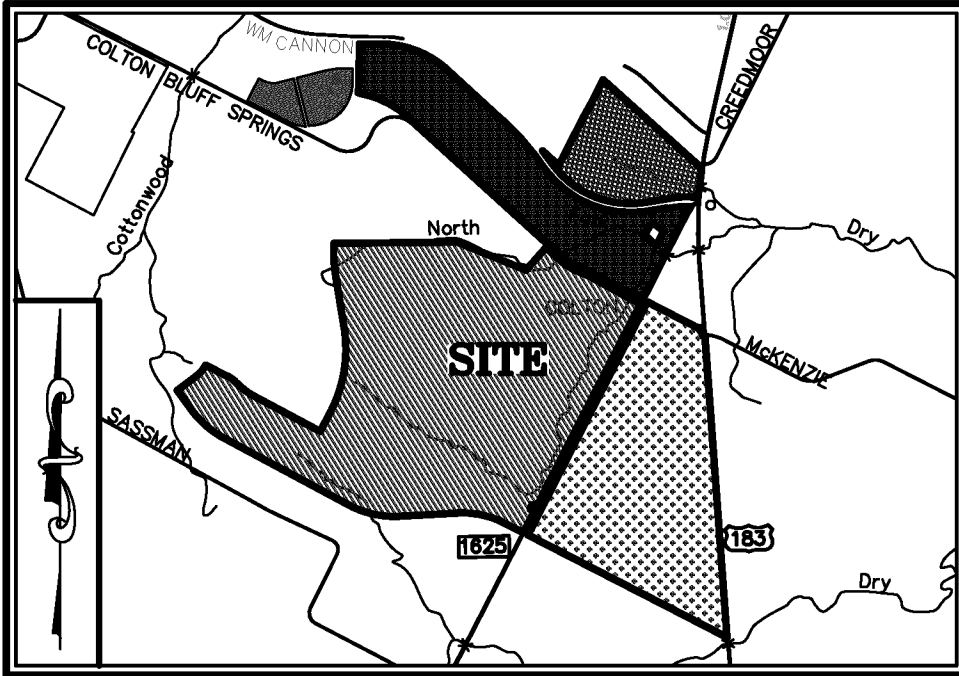
 2/19/19

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC



VICINITY MAP

SCALE: 1" = 3000'



SHEET INDEX:

1. COVER PAGE
2. PLAT NOTES
3. OVERALL BOUNDARY
4. DETAIL SHEET 1
5. DETAIL SHEET 2
6. DETAIL SHEET 3
7. DETAIL SHEET 4
8. DETAIL SHEET 5
9. DETAIL SHEET 6
10. DETAIL SHEET 7
11. DETAIL SHEET 8
12. DETAIL "A"
13. CALLOUTS (1)
14. CALLOUTS (2)
15. CALLOUTS (3)
16. CALLOUTS (4)
17. LINE TABLE
18. CURVE TABLE
19. RECORD LINE TABLE
20. CURVE RECORD TABLE
21. LEGEND

BEARING BASIS:

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000037755947.

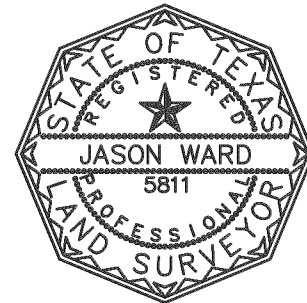
SURVEY CONTROL:

STATE PLANE GRID CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES AND ELEVATIONS SHOWN HEREON WERE DERIVED FROM THE TEXAS COOPERATIVE NETWORK ON AUGUST 22, 2018, 4WARD CONTROL POINT WAS CHECKED TO LCRA MONUMENT CW39, HAVING A PUBLISHED GRID COORDINATE & NAVD 88, ELEVATION OF N 10022671.96, E 3124237.69, ELEV. 608.57'.

NOTES:

SEE ATTACHED METES AND BOUNDS DESCRIPTION.

2/28/2019



PART B

**AREA SUBJECT TO
DEVELOPMENT RIGHTS
EASTON PARK
City of Austin, Travis
County, Texas**



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

Date:	2/28/2019
Project:	00758
Scale:	N/A
Reviewer:	PRB
Tech:	DV
Field Crew:	SR/TS
Survey Date:	AUG. 2018
Sheet:	1 OF 21

CONDOMINIUM DECLARATION NOTES:

1) ALL IMPROVEMENTS AND LAND REFLECTED ON THE PLAT ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR "L.C.E." OR UNITS: (I) IN THE DEVELOPMENT AREA DECLARATION AND DECLARATION OF CONDOMINIUM REGIME FOR EP RESIDENTIAL CONDOMINIUMS, AS AMENDED OR SUPPLEMENTED (THE "DECLARATION"); OR (II) ON THE PLATS AND PLANS OF THE REGIME.

2) OWNERSHIP AND USE OF UNITS IS SUBJECT TO THE EASEMENTS, RIGHTS, AND RESTRICTIONS CONTAINED IN THE DECLARATION.

3) IN ACCORDANCE WITH SECTION 82.003(12), SECTION 82.003(22), AND SECTION 82.059 OF THE ACT, THE REAL PROPERTY IDENTIFIED ON SHEET 6 AS "SUBJECT LOTS" AND LEGALLY DESCRIBED AS ALL THAT PARCEL OF LAND DESCRIBED AS LOT 1, BLOCK B, EASTON PARK SUBDIVISION, SECTION 2A.1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 201700254, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS ("LOT 1"); ALL THAT PARCEL OF LAND DESCRIBED AS LOT 2, BLOCK B, EASTON PARK SUBDIVISION, SECTION 2A, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 201600229, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS ("LOT 2"); AND ALL THAT PARCEL OF LAND DESCRIBED AS LOT 3, BLOCK B, EASTON PARK SUBDIVISION, SECTION 2A.2, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 201700253, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS ("LOT 3") OF THESE PLATS AND PLANS (AND THE UNITS, DWELLINGS, LIMITED COMMON ELEMENTS, AND GENERAL COMMON ELEMENTS LOCATED THEREON), AND THE REAL PROPERTY LEGALLY DESCRIBED UNDER EXHIBIT "PART B" – AREA SUBJECT TO DEVELOPMENT RIGHTS IS SUBJECT TO THE ALL SPECIAL RIGHTS OF THE DECLARANT AND CERTAIN ADDITIONAL RIGHTS AND RESERVATIONS IN FAVOR OF THE DECLARANT AS SET FORTH IN THE DECLARATION AND APPENDIX "A" OF THE DECLARATION AND ARE HEREBY DESIGNATED AS "DEVELOPMENT RIGHTS RESERVED" AND "SUBJECT TO DEVELOPMENT RIGHTS." AMONG SUCH RIGHTS AND RESERVATIONS, DECLARANT HAS RESERVED THE RIGHT TO: (1) ANNEX ADDITIONAL PROPERTY INTO THE REGIME AND SUBJECT SUCH PROPERTY TO THE DECLARATION AND THE JURISDICTION OF THE ASSOCIATION, (2) WITHDRAW PROPERTY FROM THE REGIME, PROVIDED THAT NO UNIT IN THE PORTION TO BE WITHDRAWN HAS BEEN CONVEYED TO AN OWNER OTHER THAN DECLARANT, (3) CREATE OR REMOVE UNITS, GENERAL COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS WITHIN THE REGIME, (4) SUBDIVIDE UNITS OR CONVERT UNITS INTO COMMON ELEMENTS, (5) REVIEW AND APPROVE ALL ARCHITECTURAL ELEMENTS OF ANY IMPROVEMENTS CONSTRUCTED WITHIN THE REGIME, (6) MODIFY THE DEVELOPMENT PLAN TO RESPOND TO PERCEIVED OR ACTUAL CHANGES AND OPPORTUNITIES IN THE MARKETPLACE, WHICH SUCH MODIFICATIONS MAY INCLUDE, WITHOUT LIMITATION, CHANGES IN THE SIZES, STYLES, CONFIGURATIONS, MATERIALS, AND APPEARANCE OF UNITS AND COMMON ELEMENTS, (7) APPROVE OR DISAPPROVE USES OF ANY WEBSITE PURPORTING TO SERVE THE REGIME OR THE ASSOCIATION, ALL INFORMATION AVAILABLE ON OR THROUGH THE PROPERTY WEBSITE, IF ANY, AND ALL USES OF THE PROPERTY NAME BY THE ASSOCIATION, (8) MAKE THE PROPERTY PART OF A LARGER CONDOMINIUM OR PLANNED COMMUNITY, (9) EXERCISE ANY RIGHTS AND EASEMENTS RESERVED AS TO THE FUTURE DEVELOPMENT AREA, INCLUDING BUT NOT LIMITED TO THE RIGHT TO ADD OR WITHDRAW PROPERTY FROM THE FUTURE DEVELOPMENT AREA, (10) APPOINT OR REMOVE ANY DECLARANT-APPOINTED OFFICER OR DIRECTOR OF THE ASSOCIATION DURING THE DECLARANT CONTROL PERIOD (AS DESCRIBED IN THE DECLARATION) CONSISTENT WITH THE ACT, AND (11) EXERCISE ANY EASEMENTS RESERVED TO THE DECLARANT UNDER THE DECLARATION, INCLUDING BUT NOT LIMITED TO THE EASEMENT AND RIGHT OF INGRESS AND EGRESS IN AND THROUGH THE COMMON ELEMENTS (AS DEFINED IN THE DECLARATION) AND UNITS OWNED OR LEASED BY DECLARANT FOR PURPOSES OF CONSTRUCTING, MAINTAINING, MANAGING, AND MARKETING THE PROPERTY, AND FOR DISCHARGING DECLARANT'S OBLIGATIONS UNDER THE ACT AND THE DECLARATION.

4) ALL CAPITALIZED TERMS NOT DEFINED HEREIN SHALL BE DEFINED AS SET FORTH IN THE DECLARATION.

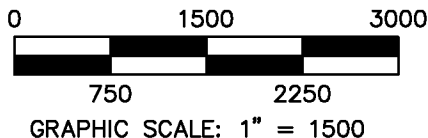
PART B

AREA SUBJECT TO DEVELOPMENT RIGHTS EASTON PARK City of Austin, Travis County, Texas



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

Date:	2/28/2019
Project:	00758
Scale:	N/A
Reviewer:	PRB
Tech:	DV
Field Crew:	SR/TS
Survey Date:	AUG. 2018
Sheet:	2 OF 21



PART 2
126.8105 ACRE(S)
5,523,868 SQUARE FEET

PART 1
58.5661 ACRE(S)
2,551,140 SQUARE FEET

APPROXIMATE LOCATION OF
EASTON PARK,
SECTION 2A
DOC. # 201600229
O.P.R.T.C.T.

PART 3
420.8531 ACRE(S)
18,332,363 SQUARE FEET

FINIAL DRIVE
(60' R.O.W.)

E. WM CANNON DRIVE
(R.O.W. VARIES)

MATCHLINE A

SAVE & EXCEPT
TRACT

MATCHLINE 1

MATCHLINE 2

COLTON BLUFF
SPRINGS ROAD
(R.O.W. VARIES)

US 183
(100' R.O.W.)

SASSMAN ROAD
(70' R.O.W.)

FM 1625
(60' R.O.W.)

MATCHLINE B

PART 4
211.5327 ACRE(S)
9,214,366 SQUARE FEET

**AREA SUBJECT TO
DEVELOPMENT RIGHTS
EASTON PARK
City of Austin, Travis
County, Texas**

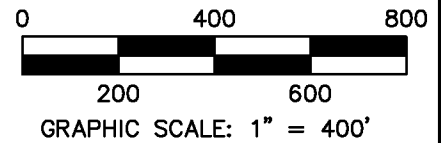
4WARD
Land Surveying
A Limited Liability Company

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

Date:	2/28/2019
Project:	00758
Scale:	1" = 1500'
Reviewer:	PRB
Tech:	DV
Field Crew:	SR/TS
Survey Date:	AUG. 2018
Sheet:	3 OF 21

MATCHLINE 2

SANTIAGO DEL VALLE GRANT ABSTRACT NO. 24



US 183
(100' R.O.W.)

PART 1
58.5661 ACRE(S)
2,551,140 SQUARE FEET

P.O.B.
PART 1
GRID N: 10,029,972.63
GRID E: 3,128,287.17

ERNEST & FLORETTA COLLINS
VOL. 12791 PG. 11
R.P.R.T.C.T.

SOUTH 183 PARK
VOL. 78, PG. 253
P.R.T.C.T.

SUBJECT TO
DEVELOPMENT RIGHTS

CALLLED 138.540 ACRES
JONA ACQUISITION INC.
DOC. # 2007038642
O.P.R.T.C.T.
OWNER:
CARMA EASTON LLC
DOC. # 2016111842
O.P.R.T.C.T.

**E. WM CANNON DRIVE
(R.O.W. VARIES)**

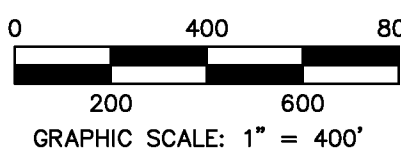
MATCHLINE A

**AREA SUBJECT TO
DEVELOPMENT RIGHTS
EASTON PARK
City of Austin, Travis
County, Texas**

4WARD
Land Surveying
A Limited Liability Company

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

Date:	2/28/2019
Project:	00758
Scale:	1" = 400'
Reviewer:	PRB
Tech:	DV
Field Crew:	SR/TS
Survey Date:	AUG. 2018
Sheet:	5 OF 21



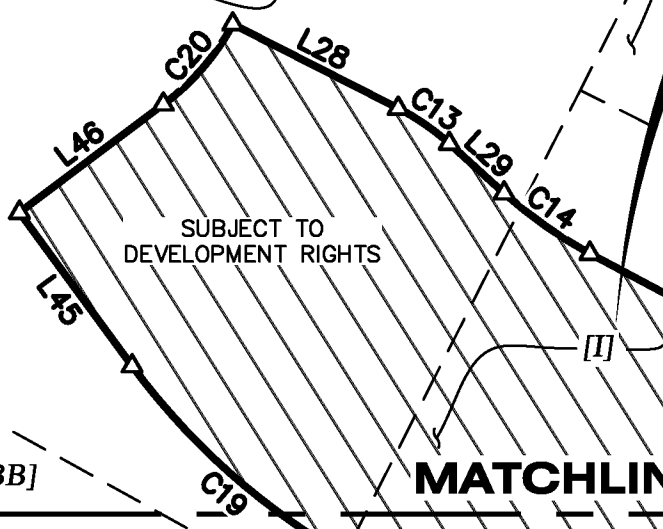
MATCHLINE A

[QQ]
EASTON PARK
SECTION 2B, PHASE 3
DOC. # 201700307
O.P.R.T.C.T.

[L]
CALLED 37.390 ACRES
JONA ACQUISITION INC.
DOC. # 2008179828
O.P.R.T.C.T.
OWNER:
CARMA EASTON LLC
DOC. # 2016111842
O.P.R.T.C.T.

**SANTIAGO DEL VALLE
GRANT NO. 24**

PART 3
420.8531 ACRE(S)
18,332,363 SQUARE FEET



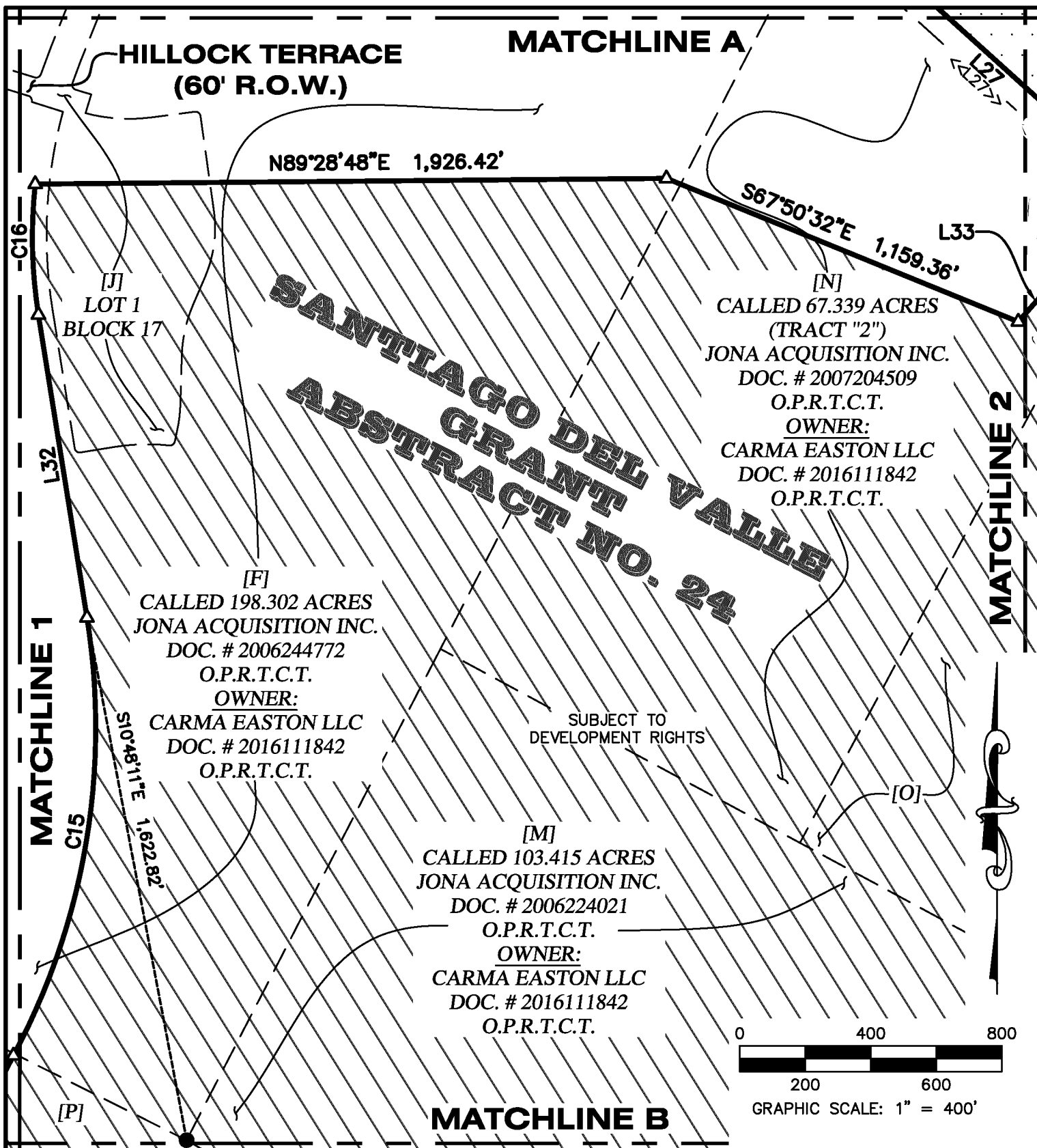
MATCHLINE B

MATCHLINE 1

**AREA SUBJECT TO
DEVELOPMENT RIGHTS
EASTON PARK
City of Austin, Travis
County, Texas**

4WARD
Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	2/28/2019
Project:	00758
Scale:	1" = 400'
Reviewer:	PRB
Tech:	DV
Field Crew:	SR/TS
Survey Date:	AUG. 2018
Sheet:	6 OF 21

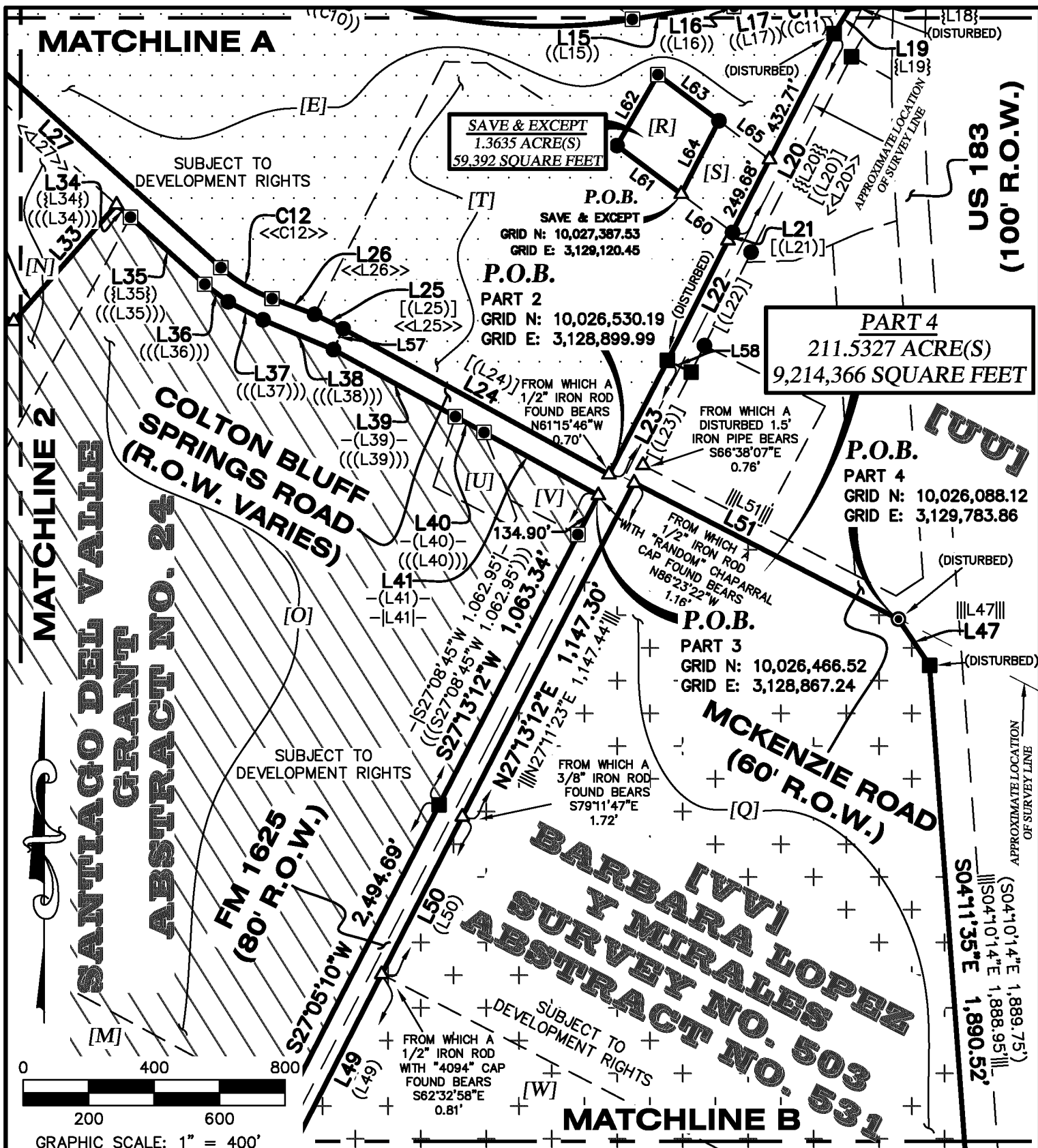


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County, Texas**

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Sheet:	7 OF 21

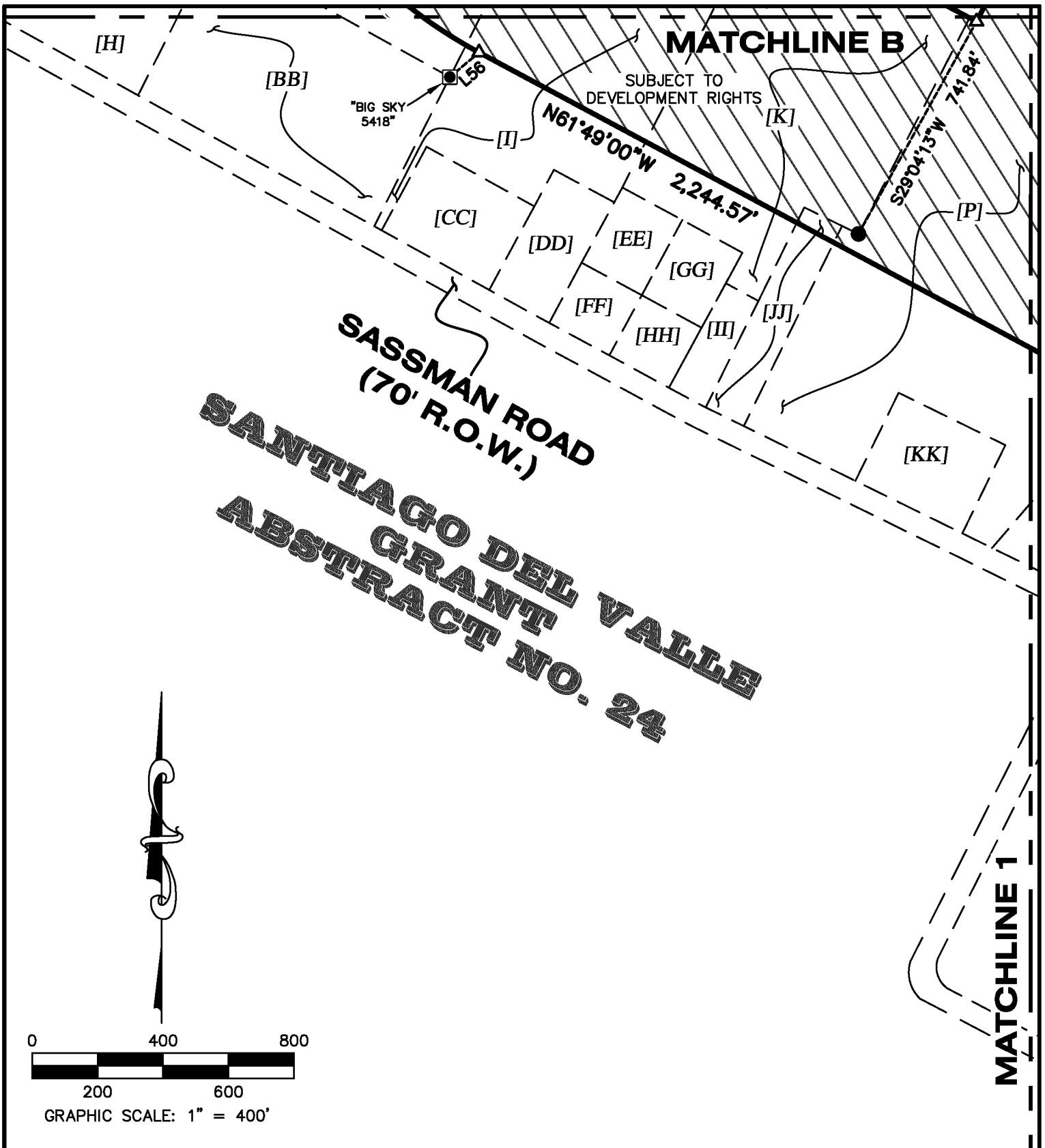


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EASTON PARK
City of Austin, Travis
County, Texas**

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City of Austin, Travis
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TBPLS FIRM #10174300

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Survey Date:	AUG. 2018
Sheet:	9 OF 21

MATCHLINE B

MATCHLINE 1

[P]
CALLED 42.558 ACRES
JONA ACQUISITION INC
DOC. # 2008083861
O.P.R.T.C.T.
OWNER:
CARMA EASTON LLC/
DOC. # 2016111842/
O.P.R.T.C.T.

SUBJECT TO
DEVELOPMENT RIGHTS

SANTIAGO DEL VALLE
GRANT
ABSTRACT NO. 24

[LL]

S44°38'41"E 270.90'

C18

L44

C17

FROM WHICH A
1/2" IRON
PIPE FOUND BEARS
S62°44'01"E
1.65'

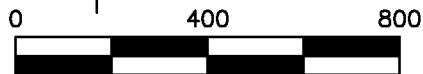
L43

L59

FM 1625
(80' R.O.W.)

[AA]

CALLED 167.748 ACRES
JONA ACQUISITION INC.
DOC. # 2006241307
O.P.R.T.C.T.
OWNER:
CARMA EASTON LLC
DOC. # 2016111842
O.P.R.T.C.T.



GRAPHIC SCALE: 1" = 400'

**AREA SUBJECT TO
DEVELOPMENT RIGHTS
EASTON PARK
City of Austin, Travis
County, Texas**

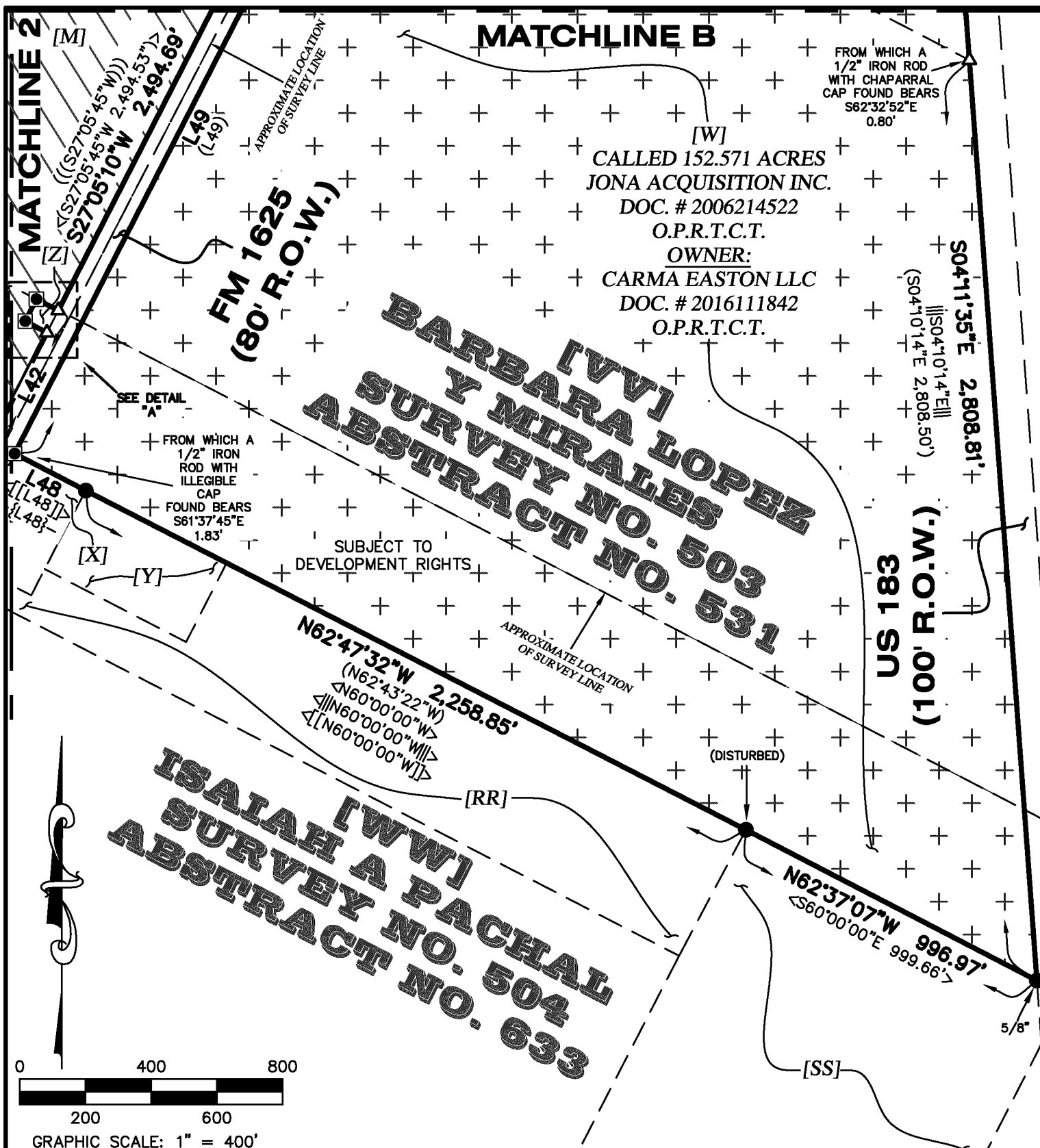
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A Limited Liability Company

PO Box 90876, Austin Texas 78709
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TBPLS FIRM #10174300

Date:	2/28/2019
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Scale:	1" = 400'
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Tech:	DV
Field Crew:	SR/TS
Survey Date:	AUG. 2018
Sheet:	10 OF 21

MATCHLINE 2

APPROXIMATE LOCATION
OF SURVEY LINES



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DEVELOPMENT RIGHTS
EASTON PARK
City of Austin, Travis
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Tech:	DV
Field Crew:	SR/TS
Survey Date:	AUG. 2018
Sheet:	11 OF 21

MATCHLINE 2

[M]
CALLED 103.415 ACRES
JONA ACQUISITION INC.
DOC. # 2006224021
O.P.R.T.C.T.
OWNER:
CARMA EASTON LLC
DOC. # 2016111842
O.P.R.T.C.T.

SUBJECT TO
DEVELOPMENT RIGHTS

FM 1625
(80' R.O.W.)

FROM WHICH A
1/2" IRON
ROD FOUND BEARS
S53°41'15"E
0.47'

FROM WHICH A
1" IRON
PIPE FOUND BEARS
N62°50'16"W
0.54'

[[S27°01'28"W 75.00']
[[S27°05'45"W 75.17']
S27°03'30"W 74.89'

[[N62°58'32" 75.00']
[[N62°41'37"W 74.50']
N62°35'45"W 74.91'

[Z]
CALLED 0.1291 ACRES
CROWN COMM, INC.
DOC. # 2001163489
O.P.R.T.C.T.

SUBJECT TO
DEVELOPMENT RIGHTS

[AA]
CALLED 167.748 ACRES
JONA ACQUISITION INC.
DOC. # 2006241307
O.P.R.T.C.T.
OWNER:
CARMA EASTON LLC
DOC. # 2016111842
O.P.R.T.C.T.

FROM WHICH A
1/2" IRON
ROD FOUND BEARS
N61°44'28"W
1.37'

S61°46'23"E 74.89'
[[N62°58'32" 75.00']
[[N62°41'37"W 74.50']

S27°05'10"W 75.97'
[[S27°01'28"W 75.00']

SANTIAGO DEL VALLE GRANT
ABSTRACT NO. 24

APPROXIMATE LOCATION
OF SURVEY LINE

[W]
CALLED 152.571 ACRES
JONA ACQUISITION INC.
DOC. # 2006214522
O.P.R.T.C.T.
OWNER:
CARMA EASTON LLC
DOC. # 2016111842
O.P.R.T.C.T.

DETAIL "A"



GRAPHIC SCALE: 1" = 30'

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TBPLS FIRM #10174300

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Survey Date:	AUG. 2018
Sheet:	12 OF 21

[C]
EASTON PARK
SECTION 2A
DOC. # 201600229
O.P.R.T.C.T.

[D]
CALLED 0.624 ACRES
CARMA EASTON INC.
DOC. # 2010005416
O.P.R.T.C.T.

[E]
CALLED 138.540 ACRES
JONA ACQUISITION INC.
DOC. # 2007038642
O.P.R.T.C.T.
OWNER:
CARMA EASTON LLC
DOC. # 2016111842
O.P.R.T.C.T.

[F]
CALLED 198.302 ACRES
JONA ACQUISITION INC.
DOC. # 2006244772
O.P.R.T.C.T.
OWNER:
CARMA EASTON LLC
DOC. # 2016111842
O.P.R.T.C.T.

[G]
CALLED 25.304 ACRES
JONA ACQUISITION INC.
DOC. # 2008124712
O.P.R.T.C.T.
OWNER:
CARMA EASTON LLC
DOC. # 2016111842
O.P.R.T.C.T.

[H]
CALLED 232.233 ACRES
JONA ACQUISITION INC.
DOC. # 2009003190
O.P.R.T.C.T.
OWNER:
CARMA EASTON LLC
DOC. # 2016111842
O.P.R.T.C.T.

[I]
CALLED 20.041 ACRES
CARMA EASTON LLC
DOC. # 2015165241
DOD. O.P.R.T.C.T.

[J]
EASTON PARK, SECTION 2B
PHASE 1
DOC. # 201700302
O.P.R.T.C.T.

[K]
CALLED 22.027 ACRES
CARMA EASTON INC.
DOC. # 2011086825
OWNER:
CARMA EASTON LLC
DOC. # 2016111842
O.P.R.T.C.T.

[L]
CALLED 37.390 ACRES
JONA ACQUISITION INC.
DOC. # 2008179828
O.P.R.T.C.T.
OWNER:
CARMA EASTON LLC
DOC. # 2016111842
O.P.R.T.C.T.

[M]
CALLED 103.415 ACRES
JONA ACQUISITION INC.
DOC. # 2006224021
O.P.R.T.C.T.
OWNER:
CARMA EASTON LLC
DOC. # 2016111842
O.P.R.T.C.T.

[N]
CALLED 67.339 ACRES
(TRACT "2")
JONA ACQUISITION INC.
DOC. # 2007204509
O.P.R.T.C.T.
OWNER:
CARMA EASTON LLC
DOC. # 2016111842
O.P.R.T.C.T.

[O]
CALLED 81.018 ACRES
JONA ACQUISITION INC.
DOC. # 2006246454
O.P.R.T.C.T.
OWNER:
CARMA EASTON LLC
DOC. # 2016111842
O.P.R.T.C.T.

[P]
CALLED 42.558 ACRES
JONA ACQUISITION INC.
DOC. # 2008083861
O.P.R.T.C.T.
OWNER:
CARMA EASTON LLC
DOC. # 2016111842
O.P.R.T.C.T.

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TBPLS FIRM #10174300

Date:	2/28/2019
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Survey Date:	AUG. 2018
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[Q]

CALLED 59.027 ACRES
JONA ACQUISITION INC.
DOC. # 2007038634
O.P.R.T.C.T.
OWNER:
CARMA EASTON LLC
DOC. # 2016111842
O.P.R.T.C.T.

[R]

CALLED 1.0 ACRES
JUAN DE SANTIAGO &
OLIVIA DE SANTIAGO
VOL. 5869, PG. 1058
D.R.T.C.T.

[S]

CALLED 1.099 ACRES
CARMA EASTON LLC
DOC. # 2018166309
O.P.R.T.C.T.

[T]

CALLED 20.807 ACRES
(TRACT "2")
JONA ACQUISITION INC.
DOC. # 2007003159
O.P.R.T.C.T.
OWNER:
CARMA EASTON LLC
DOC. # 2016111842
O.P.R.T.C.T.

[U]

CALLED 1.003 ACRES
AN UNDIVIDED 1/5TH
INTEREST TO
CARMA EASTON, INC.
DOC. # 2012050402
O.P.R.T.C.T.
AN UNDIVIDED 1/5TH
INTEREST TO
ROBERT LOWE
DOC. # 2012119740
O.P.R.T.C.T.
AN UNDIVIDED 1/5TH
INTEREST TO
JENNIFER FADAL
DOC. # 2012072530
O.P.R.T.C.T.
AN UNDIVIDED 1/5TH
INTEREST TO
ALAN PETERS
DOC. # 2012050397
O.P.R.T.C.T.
AN UNDIVIDED 1/5TH
INTEREST TO
TOM CORBET
DOC. # 2017110356
O.P.R.T.C.T.

[V]

CALLED 1.006 ACRES
AN UNDIVIDED
1/5TH INTEREST TO
CARMA EASTON LLC
DOC. # 2012221472
O.P.R.T.C.T.
AN UNDIVIDED 1/5TH
INTEREST TO
CHASE JOHNSON
DOC. # 2016192930
O.P.R.T.C.T.
AN UNDIVIDED 1/5TH
INTEREST TO
JAMES CRAIN
DOC. # 2016030242
O.P.R.T.C.T.
AN UNDIVIDED 1/5TH
INTEREST TO
SUE HORNE
DOC. # 2016187379
O.P.R.T.C.T.
AN UNDIVIDED 1/5TH
INTEREST TO
AMY LOWE
DOC. # 2012119749
O.P.R.T.C.T.

**AREA SUBJECT TO
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EASTON PARK
City of Austin, Travis
County, Texas**



A Limited Liability Company

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

Date:	2/28/2019
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Reviewer:	PRB
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Field Crew:	SR/TS
Survey Date:	AUG. 2018
Sheet:	14 OF 21

[W]

CALLED 152.571 ACRES
 JONA ACQUISITION INC.
 DOC. # 2006214522
 O.P.R.T.C.T.
OWNER:
 CARMA EASTON LLC
 DOC. # 2016111842
 O.P.R.T.C.T.

[X]

CALLED 1.0 ACRES
 THE ERLAND A. BURKLUND
 AND NANCY J. BURKLUND
 REVOCABLE LIVING TRUST
 DOC. # 2013134150
 O.P.R.T.C.T.

[Y]

CALLED 3.0 ACRES
 THE ERLAND A. BURKLUND
 AND NANCY J. BURKLUND
 REVOCABLE LIVING TRUST
 DOC. # 2013134155
 O.P.R.T.C.T.

[Z]

CALLED 0.1291 ACRES
 CROWN COMM, INC.
 DOC. # 2001163489
 O.P.R.T.C.T.

[AA]

CALLED 167.748 ACRES
 JONA ACQUISITION INC.
 DOC. # 2006241307
 O.P.R.T.C.T.
OWNER:
 CARMA EASTON LLC
 DOC. # 2016111842
 O.P.R.T.C.T.

[BB]

CALLED 9.662 ACRES
 JONA ACQUISITION INC.
 DOC. # 2007224638
 O.P.R.T.C.T.
OWNER:
 CARMA EASTON LLC
 DOC. # 2016111842
 O.P.R.T.C.T.

[CC]

LOT 1,
 HACKBERRY HILL ESTATES,
 SECTION ONE
 (TRACT "2")
 ANSELMO &
 ORALIA MEDINA
 DOC. # 2002227115
 O.P.R.T.C.T.

[DD]

CALLED 2.00 ACRES
 (TRACT "2")
 ANSELMO &
 ORALLA MEDINA
 DOC. # 2002227115
 O.P.R.T.C.T.

[EE]

CALLED 1.25 ACRES
 (TRACT "II")
 GERALD D. SHOULDERS AND
 ROSEMARY SHOULDERS
 VOL. 12238, PG. 1678
 R.P.R.T.C.T.

[FF]

CALLED 1.00 ACRES
 (TRACT "I")
 GERALD D. &
 ROSEMARY SHOULDERS
 VOL. 12238, PG. 1678
 R.P.R.T.C.T.

[GG]

CALLED 1.25 ACRES
 JOSE JUAN CANCINO
 DOC. # 2012065355
 O.P.R.T.C.T.

[HH]

CALLED 1.00 ACRES
 CARLOS FRANCO-FLORES &
 MARIA DE JESUS GARCIA-AVILA
 DOC. # 2012065367
 O.P.R.T.C.T.

[II]

CALLED 1.0 ACRES
 ABACU & FELICITAS PEREZ
 DOC. # 2006189910
 O.P.R.T.C.T.
OWNER:
 FELICITAS PEREZ
 PER T.C.A.D. CITING
 DOC. # D-1-FM-13-000407

[JJ]

LOT A,
 THE HARRY REININGER
 SUBDIVISION
 VOL. 65, PG. 47
 P.R.T.C.T.
OWNER:
 CARMA EASTON INC.
 DOC. # 2011086825
 O.P.R.T.C.T.

[KK]

CALLED 2.497 ACRES
 TALLY & THERESA LIU
 DOC. # 2012158013
 O.P.R.T.C.T.

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 City of Austin, Travis
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[LL]
CALLED 3.213 ACRES
MARIO & EMMA
RODRIGUEZ
VOL. 7998, PG. 656
D.R.T.C.T.

[QQ]
EASTON PARK
SECTION 2B, PHASE 3
DOC. # 201700307
O.P.R.T.C.T.

[UU]
**GUILLERMO
NUNEZ
SURVEY NO. 502
ABS NO. 585**

[MM]
CALLED 1.0 ACRES
JOSE ANGEL &
LINDA RODRIGUEZ
DOC. # 2011175707
O.P.R.T.C.T.

[RR]
CALLED 19.73 ACRES
THE ERLAND A. BURKLUND
AND NANCY J. BURKLUND
REVOCABLE LIVING TRUST
DOC. # 2013134147
O.P.R.T.C.T.

[VV]
**BARBARA LOPEZ
Y MIRALES
SURVEY NO. 503
ABSTRACT NO. 531**

[NN]
CALLED 2.99 ACRES
THOMAS EDWARD &
ANGELA JANE MCHENRY
DOC. # 2005117402
O.P.R.T.C.T.

[SS]
CALLED 9.87 ACRES
(TRACT "5")
BOBBY RAY BURKLUND
DOC. # 1999103744
O.P.R.T.C.T.

[WW]
**ISAIAH A PACHAL
SURVEY NO. 504
ABSTRACT NO. 633**

[OO]
CALLED 3.571 ACRES
TRAVIS COUNTY
A POLITICAL SUBDIVISION
IN THE STATE OF TEXAS
DOC. # 2015206516
O.P.R.T.C.T.

[PP]
CALLED 61.071 ACRES
(TRACT 1)
JONA ACQUISITION INC
DOC. # 2007204509
O.P.R.T.C.T.
OWNER:
CARMA EASTON LLC
DOC. # 2016111842
O.P.R.T.C.T.

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LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S26°52'27"W	121.44'
L2	N87°15'58"W	65.21'
L3	S80°42'56"W	410.28'
L4	N36°30'14"W	207.42'
L5	S47°35'20"E	340.57'
L6	N29°12'40"E	229.77'
L7	N27°00'23"E	428.03'
L8	N47°55'37"W	1,586.63'
L9	N53°31'14"W	41.14'
L10	N47°59'41"W	68.16'
L11	N75°51'11"W	127.19'
L12	N00°29'40"E	611.56'
L13	S89°29'05"E	354.24'
L14	S36°30'45"E	207.47'
L15	N80°43'00"E	312.75'
L16	S09°27'26"E	11.04'
L17	N80°40'51"E	97.51'
L18	S30°08'16"W	25.88'
L19	S31°37'19"W	107.70'
L20	S27°05'12"W	682.39'
L21	S27°05'12"W	28.13'
L22	S26°41'11"W	410.49'
L23	S27°13'12"W	392.15'
L24	N61°15'46"W	926.11'
L25	N63°13'25"W	98.27'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L26	N69°35'19"W	138.04'
L27	N47°54'24"W	1,631.11'
L28	S63°01'09"E	386.64'
L29	S47°53'05"E	154.45'
L30	S61°59'08"E	1,185.37'
L31	N27°28'01"E	317.59'
L32	N09°06'58"W	935.79'
L33	N41°26'30"E	474.43'
L34	S47°52'19"E	56.72'
L35	S47°58'28"E	305.56'
L36	S53°15'41"E	89.71'
L37	S62°29'14"E	119.74'
L38	S67°03'11"E	233.93'
L39	S61°10'47"E	424.75'
L40	S61°08'56"E	100.00'
L41	S61°09'52"E	398.55'
L42	S27°05'10"W	373.28'
L43	N63°32'53"W	399.44'
L44	S86°53'22"W	916.42'
L45	N36°16'52"W	396.77'
L46	N53°02'21"E	375.01'
L47	S34°02'53"E	169.88'
L48	N62°36'26"W	243.83'
L49	N27°05'10"E	2,402.35'
L50	S27°05'10"W	540.79'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L51	S62°42'00"E	908.24'
L52	S41°34'16"W	70.11'
L53	S53°53'45"E	1,652.66'
L54	N34°40'12"W	313.91'
L55	N27°04'10"E	165.67'
L56	S49°52'38"W	116.58'
L57	N24°53'51"E	70.24'
L58	S63°02'48"E	80.00'
L59	S63°25'03"E	80.00'
L60	N53°11'18"W	195.12'
L61	N52°58'32"W	245.34'
L62	N29°58'19"E	250.31'
L63	S52°49'53"E	233.47'
L64	S27°16'14"W	251.47'
L65	N52°37'51"W	194.63'

**AREA SUBJECT TO
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EASTON PARK
City of Austin, Travis
County, Texas**

4WARD
Land Surveying
A Limited Liability Company

PO Box 90876, Austin Texas 78709
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TBPLS FIRM #10174300

Date:	2/28/2019
Project:	00758
Scale:	N/A
Reviewer:	PRB
Tech:	DV
Field Crew:	SR/TS
Survey Date:	AUG. 2018
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CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	346.27'	5,779.84'	3°25'57"	S06°51'21"W	346.22'
C2	314.49'	1,470.50'	12°15'12"	S86°50'52"W	313.89'
C3	1,644.38'	1,500.50'	62°47'23"	N67°52'50"W	1,563.32'
C4	59.79'	4,340.50'	0°47'21"	N36°56'10"W	59.79'
C5	743.92'	1,530.00'	27°51'30"	N61°55'26"W	736.61'
C6	22.71'	15.00'	86°44'01"	N32°29'01"W	20.60'
C7	140.73'	776.00'	10°23'28"	N05°41'24"E	140.54'
C8	1,115.66'	1,524.50'	41°55'49"	S68°32'26"E	1,090.93'
C9	812.74'	4,200.50'	11°05'10"	S42°01'50"E	811.48'
C10	1,797.87'	1,640.50'	62°47'32"	S67°53'01"E	1,709.24'
C11	279.68'	1,319.50'	12°08'40"	N86°47'18"E	279.16'
C12	184.04'	482.27'	21°51'52"	N58°51'25"W	182.92'
C13	129.43'	490.00'	15°08'03"	S55°27'07"E	129.05'
C14	218.84'	900.00'	13°55'54"	S54°51'03"E	218.30'
C15	1,378.82'	2,118.00'	37°17'59"	N09°32'01"E	1,354.60'
C16	399.73'	1,482.00'	15°27'15"	N01°23'21"W	398.52'
C17	693.59'	1,450.00'	27°24'25"	N79°24'26"W	687.00'
C18	791.97'	1,450.00'	31°17'38"	N77°27'49"W	782.16'
C19	642.06'	1,450.00'	25°22'15"	N49°07'52"W	636.83'
C20	222.75'	502.38'	25°24'15"	N40°54'52"E	220.93'
C21	397.06'	6,856.87'	3°19'04"	S10°32'14"W	397.01'

**AREA SUBJECT TO
DEVELOPMENT RIGHTS
EASTON PARK
City of Austin, Travis
County, Texas**



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TBPLS FIRM #10174300

Date:	2/28/2019
Project:	00758
Scale:	N/A
Reviewer:	PRB
Tech:	DV
Field Crew:	SR/TS
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LINE TABLE (RECORD)		
LINE #	DIRECTION	LENGTH
{L1}	S27°05'32"W	-----
((L2))	N87°14'33"W	65.23'
((L3))	S80°43'11"W	410.26'
((L4))	N36°29'22"W	207.51'
[[[L5]]]	S47°34'32"E	340.62'
[[L6]]	N32°20'53"E	229.96'
<<L6>>	N29°08'56"E	229.98'
{L7}	N26°45'01"E	430.74'
[[L7]]	S29°50'W	-----
<<L8>>	N47°54'15"W	1586.88'
[L10]	N47°59'41"W	68.16'
[L11]	N75°51'11"W	127.19'
[L12]	N00°29'40"E	611.56'
((L13))	N89°30'20"W	-----
((L14))	S36°29'22"E	207.51'
((L15))	N80°43'11"E	312.81'
((L16))	S09°16'49"E	11.00'
((L17))	N80°43'11"E	97.45'
{L18}	S27°05'32"W	-----
((L18))	S27°03'35"W	25.27'
{L19}	S32°22'56"W	105.03'
{{L20}}	S29°39'W	682.03'
[(L20)]	S27°05'32"W	681.84'
<<L20>>	S27°05'32"W	-----
[(L21)]	S27°05'32"W	28.03'
[(L22)]	S26°41'32"W	410.27'
[(L23)]	S27°11'23"W	393.37'

LINE TABLE (RECORD)		
[(L24)]	N61°15'38"W	926.07'
[(L25)]	N63°05'40"W	98.32'
<<L25>>	N63°05'40"W	98.32'
<<L26>>	N69°46'15"W	137.99'
<<L27>>	N47°53'15"W	1,630.28'
{L34}	S47°57'35"E	-----
((L34))	S47°57'35"E	-----
{L35}	S47°57'35"E	305.77'
((L35))	S47°57'35"E	305.77'
((L36))	S53°16'35"E	89.53'
((L37))	S62°32'05"E	119.78'
((L38))	S67°09'18"E	234.00'
((L39))	S61°07'25"E	-----
-(L39)-	N61°07'25"W	424.91'
((L40))	S61°07'25"E	-----
-(L40)-	S61°07'25"E	100.00'
-(L41)-	S61°07'25"E	397.66'
-(L41)-	S61°07'25"E	397.66'
((L41))	S61°07'25"E	-----
((L42))	S27°05'45"W	-----
<L42>	S27°05'45"W	-----
L42	S27°05'45"W	-----
L47	S33°59'03"E	171.70'
-{L48}-	N60°00'00"W	242.00'
<[L48]>	N60°00'00"W	242.00'
(L49)	N27°05'45"E	2,402.37'
(L50)	N27°05'45"E	540.77'
(L51)	S62°41'20"E	908.70'

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CURVE TABLE (RECORD)					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
{C1}	346.27'	5,779.84'	3°25'57"	S06°57'27"W	346.22'
((C2))	314.47'	1,470.50'	12°15'10"	S86°50'46"W	313.87'
((C3))	1,644.40'	1,500.50'	62°47'26"	N67°53'05"W	1,563.34'
((C4))	59.74'	4,340.50'	0°47'19"	N36°53'02"W	59.74'
[C5]	743.92'	1,530.00'	27°51'30"	N61°55'26"W	736.61'
[C6]	22.71'	15.00'	86°44'01"	N32°29'01"W	20.60'
[C7]	140.73'	776.00'	10°23'28"	N05°41'24"E	140.54'
((C8))	1,115.66'	1,524.50'	41°55'49"	S68°32'26"E	1,090.93'
((C9))	812.75'	4,200.50'	11°05'10"	S42°01'57"E	811.48'
((C10))	1,797.84'	1,640.50'	51°47'27"	S67°53'05"E	1,709.21'
((C11))	279.79'	1,319.50'	12°08'58"	N86°47'40"E	279.27'
<<C12>>	184.18'	482.27'	21°52'52"	N58°49'45"W	183.06'
C21	396.19'	6,856.87'	3°18'38"	N13°58'00"E	396.13'

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LEGEND

	PROPERTY LINE	R.O.W.	RIGHT-OF-WAY	<.....>	RECORD INFORMATION PER DOC. NO. 1999103744
	EXISTING PROPERTY LINES	P.R.T.C.T.	PLAT RECORDS, TRAVIS COUNTY, TEXAS	RECORD INFORMATION PER DOC. NO. 2007003634
	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET	R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS	{{.....}}	RECORD INFORMATION PER VOL. 12586 PG. 40
	1/2" IRON ROD FOUND (UNLESS NOTED)	O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS	{.....}	RECORD INFORMATION PER DOC. NO. 2008124712
	1/2" IRON PIPE FOUND (UNLESS NOTED)	D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS	{.....}	RECORD INFORMATION PER DOC. NO. 2007204509
	1/2" IRON ROD WITH "CHAPARRAL BOUNDARY" CAP FOUND	(.....)	RECORD INFORMATION PER DOC. NO. 2006214522	{.....}	RECORD INFORMATION PER DOC. NO. 2007038642
	CALCULATED POINT	[.....]	RECORD INFORMATION PER DOC. NO. 201600229	<<.....>>	RECORD INFORMATION PER DOC. NO. 2007038642
	TXDOT TYPE I CONCRETE MONUMENT FOUND	((.....))	RECORD INFORMATION PER DOC. NO. 2016137319	[.....]	RECORD INFORMATION PER DOC. NO. 2007003159
	100D NAIL FOUND	<[.....]>	RECORD INFORMATION PER DOC. NO. 2013134155	< >	RECORD INFORMATION PER DOC. NO. 2013134147
	TXDOT TYPE III 5/8" ALUMINUM CAPPED FOUND	RECORD INFORMATION PER PLAT VOL. 78 PG. 253	((.....))	RECORD INFORMATION PER DOC. NO. 2006246454
	SURVEY CONTROL POINT	-{.....}-	RECORD INFORMATION PER DOC. NO. 2013134150	- -	RECORD INFORMATION PER DOC. NO. 2016192930
DOC. #	DOCUMENT NUMBER	[[.....]]	RECORD INFORMATION PER VOL. 12791 PG. 11	RECORD INFORMATION PER DOC. NO. 2006241307
P.O.B.	POINT OF BEGINNING	[[[.....]]]	RECORD INFORMATION PER DOC. NO. 2015206516	[.....]	RECORD INFORMATION PER DOC. NO. 2001163489
VOL./PG.	VOLUME, PAGE	-(.....)-	RECORD INFORMATION PER DOC. NO. 2017110356		
	PART 1	<(.....)>	RECORD INFORMATION PER DOC. NO. 2006224021		
	PART 2				
	PART 3				
	PART 4				

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EXHIBIT "C"

ENCUMBRANCES

1. Restrictive Covenants recorded under Document No. 201700254 in the Official Public Records of Travis County, Texas for Tract 1.
2. Restrictive Covenants recorded under Document No. 2016118117 in the Official Public Records of Travis County, Texas for Tract 2.
3. Restrictive Covenants recorded under Document No. 201700253 in the Official Public Records of Travis County, Texas for Tract 3.
4. Restrictive Covenants recorded under Document No. 2016000911 in the Official Public Records of Travis County, Texas.
5. Restrictive Covenants recorded under Document No. 2018051561 in the Official Public Records of Travis County, Texas.
6. Restrictive Covenants recorded under Document No. 2018051918 in the Official Public Records of Travis County, Texas.
7. Restrictive Covenants recorded under Document No. 2018132865 in the Official Public Records of Travis County, Texas.
8. Restrictive Covenants recorded under Document No. 2018132866 in the Official Public Records of Travis County, Texas.
9. Restrictive Covenants and Public Utility Easement recorded under Document No. 201600229 in the Official Public Records of Travis County, Texas for Tract 2.
10. Subdivision Construction Agreement executed by Carma Easton LLC recorded under Document No. 2016149174 in the Official Public Records of Travis County, Texas for Tracts 1 and 2.
11. Easement granted to Bluebonnet Electric Cooperative, Inc. recorded under Document No. 2017152405 in the Official Public Records of Travis County, Texas for Tract 1.
12. Memorandum of Notice of Drainage Fees executed by Pilot Knob Municipal Utility District No. 3 recorded under Document No. 2017178777 in the Official Public Records of Travis County, Texas.
13. Easement granted to City of Austin recorded under Document No. 2017194020 in the Official Public Records of Travis County, Texas for Tract 2.
14. Easement granted to City of Austin recorded under Document No. 2017194021 in the Official Public Records of Travis County, Texas for Tract 2.
15. Easton Park Section 2A Condominium Constructions Agreement executed by Carma Easton LLC and Travis County, Texas, recorded under Document No. 2017196039 in the Official Public Records of Travis County, Texas.
16. Easement granted to City of Austin recorded under Document No. 2017194017 in the Official Public Records of Travis County, Texas for Tract 1.

EP RESIDENTIAL CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
DECLARATION OF CONDOMINIUM REGIME

17. Easement granted to City of Austin recorded under Document No. 2017194019 in the Official Public Records of Travis County, Texas for Tract 1.
18. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating there as set forth in the document recorded under Volume 665, Page 201 in the Deed Records of Travis County, Texas.
19. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating there as set forth in the document recorded under Volume 761, Page 280 in the Deed Records of Travis County, Texas for Tract 2.
20. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating there as set forth in the document recorded under Volume 764, Page 119 in the Deed Records of Travis County, Texas for Tract 2.
21. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating there as set forth in the document recorded under Volume 777, Page 250 in the Deed Records of Travis County, Texas for Tract 2.
22. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating there as set forth in the document recorded under Volume 779, Page 479 in the Deed Records of Travis County, Texas for Tract 2.
23. Line of Site Easement recorded under Document No. 201700253 and Document No. 2016118130 in the Official Public Records of Travis County, Texas for Tract 3.
24. Easement granted to City of Austin recorded under Document No. 2017194018 in the Official Public Records of Travis County, Texas for Tract 3.
25. Sidewalk, Trail, and Recreational Easement in Extraterritorial Jurisdiction with Required Maintenance executed by Jona Acquisition, Inc., nka Carma Easton LLC recorded under Document No. 2018014297 in the Official Public Records of Travis County, Texas for Tract 1 and Tract 3.
26. Declaration of Drainage Easement and Unified Development with Maintenance of Drainage Facilities executed by Jona Acquisition, Inc., nka Carma Easton LLC recorded under Document No. 2018014298 in the Official Public Records of Travis County, Texas.
27. Drainage Easement in Extraterritorial Jurisdiction with Required Maintenance executed by Jona Acquisition, Inc., nka Carma Easton LLC recorded under Document No. 2018014299 in the Official Public Records of Travis County, Texas for Tract 1.
28. Drainage Easement in Extraterritorial Jurisdiction with Required Maintenance executed by Jona Acquisition, Inc., nka Carma Easton LLC recorded under Document No. 2018014300 in the Official Public Records of Travis County, Texas for Tract 3.
29. Public Utility and Private Drainage Lines Easement in Extraterritorial Jurisdiction with Required Maintenance of the Private Drainage Lines executed by Jona Acquisition, Inc., nka Carma Easton LLC recorded under Document No. 2018014301 in the Official Public Records of Travis County, Texas for Tract 3.
30. Public Utility and Private Drainage Lines Easement in Extraterritorial Jurisdiction with Required Maintenance of the Private Drainage Lines executed by Jona Acquisition, Inc., nka Carma Easton

EP RESIDENTIAL CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
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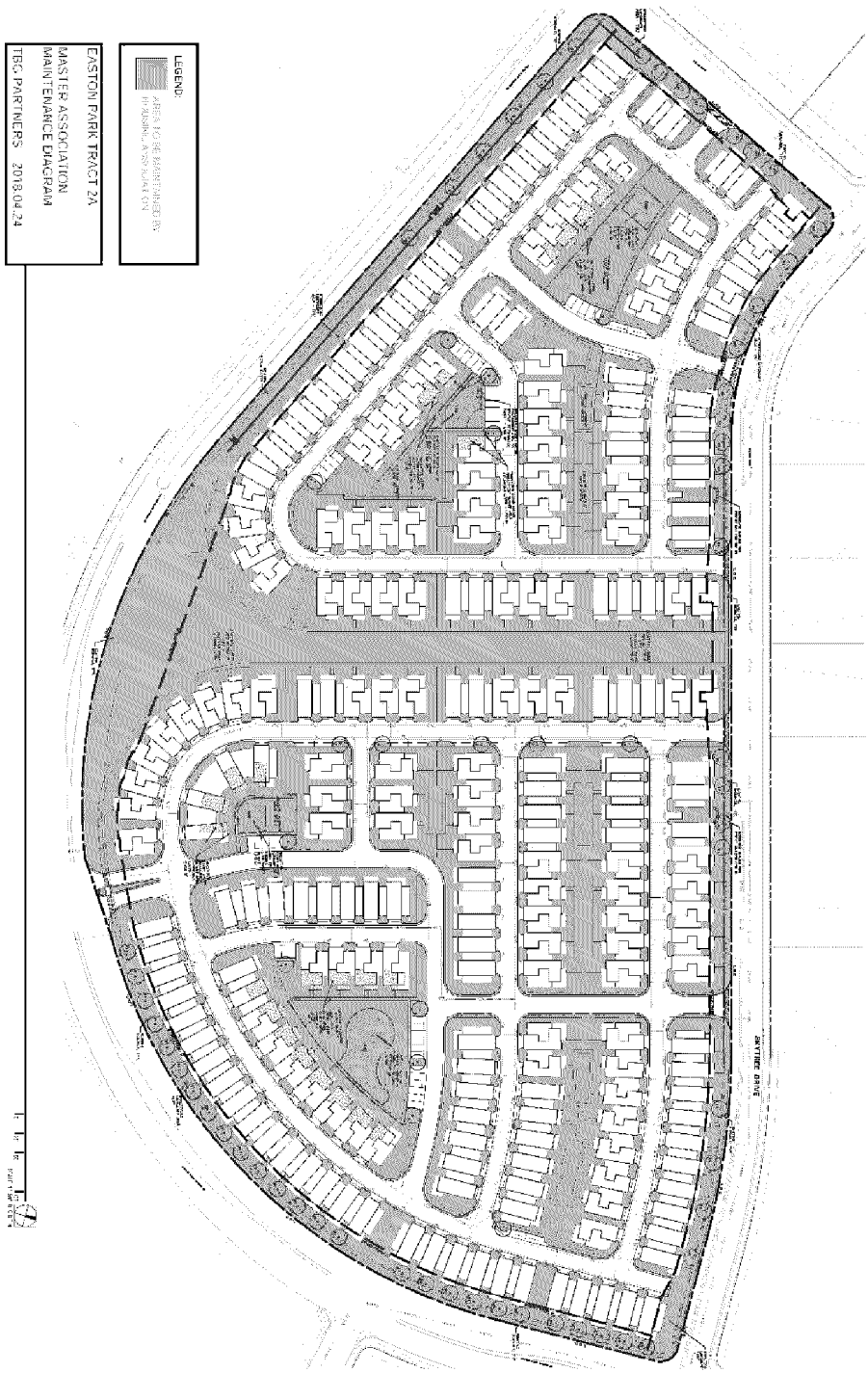
LLC recorded under Document No. 2018014302 in the Official Public Records of Travis County, Texas for Tract 3.

31. Public Utility and Private Drainage Lines Easement in Extraterritorial Jurisdiction with Required Maintenance of the Private Drainage Lines executed by Jona Acquisition, Inc., nka Carma Easton LLC recorded under Document No. 2018014303 in the Official Public Records of Travis County, Texas for Tract 1.
32. Public Utility and Private Drainage Lines Easement in Extraterritorial Jurisdiction with Required Maintenance of the Private Drainage Lines executed by Jona Acquisition, Inc., nka Carma Easton LLC recorded under Document No. 2018014304 in the Official Public Records of Travis County, Texas for Tract 1.
33. Short Form Blanket Easement For Gas Subdivisions executed by Jona Acquisition, Inc., nka Carma Easton LLC recorded under Document No. 2018032386 in the Official Public Records of Travis County, Texas.
34. Property lies within the boundaries of Pilot Knob MUD No. 3 and may be subject to standby fees and tax assessments by said district
35. A building set-back line as disclosed in the plat recorded under Document No. 201700253 in the Official Public Records of Travis County, Texas for Tract 3.
36. Grant of Easement executed by Carma Easton LLC recorded under Document No. 2018191936 in the Official Public Records of Travis County, Texas for Tract 1 and Tract 3.

For the purposes of this Exhibit "C", Tract 1 is Lot 1, Tract 2 is Lot 2, and Tract 3 is Lot 3.

EXHIBIT "D"

Section 2A Park Common Elements



EP RESIDENTIAL CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
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EXHIBIT "E"

SERVICES PROVIDED TO SECTION 2A LANDSCAPING SERVICE AREA

At a minimum, the following services shall be provided to the Units within the Section 2A Landscaping Service Area and may commence as to a particular Unit within the Section 2A Landscaping Service Area upon the Recording of this Declaration, as contemplated by *Section 6.06(b)* of this Declaration and *Section 2.04* of the Master Covenant:

1. The following services will be provided to the "**Maintained Area**" of each Unit within the Section 2A Landscaping Service Area. For purposes herein, "**Maintained Area**" will mean: (i) the portion of each Unit from the front façade of the residence on each Unit to the curb or property line of any adjacent public space, right-of-way, or street; (ii) side yards visible from adjacent streets or alleys, but excluding any portion of such Unit enclosed by a private fence creating a private yard space for the Owner; and (iii) alley-landscaped areas. In the event of any disagreement of what constitutes the Maintained Area of a Service Area, the determination of the Master Board or its Designee will be final. Maintenance will include:

- a. Mow and edge all turf areas within the Maintained Area.
- b. Blow and clear leaves from sidewalks and driveways within the Unit.

2. If a dispute arises regarding the allocation of maintenance responsibilities by this Declaration, the determination of the Master Board will be final. Improvement maintenance responsibilities that are allocated to the Master Association are intended to be interpreted narrowly to limit and confine the scope of Master Association responsibility. It is the intent of this provision that all components and areas not expressly delegated to the Master Association are the responsibility of the individual Owners.

EXHIBIT "F"

COMMON INTEREST ALLOCATION AND VOTES

The Common Interest Allocation and Common Expense Liability for each Unit is 1/245. Each Unit is allocated one (1) vote.

THE COMMON INTEREST ALLOCATION AND COMMON EXPENSE LIABILITY ASSIGNED TO A PARTICULAR UNIT WILL DECREASE IF ADDED UNITS ARE CREATED AND ADDED TO THE REGIME BY EP CONDO DECLARANT.

EP RESIDENTIAL CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
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EXHIBIT "G"

MAINTENANCE RESPONSIBILITY CHART

"All aspects" includes maintenance, repair, and replacement, as needed.

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Fences, screening walls, and retaining walls around Unit	None.	All aspects.
Exterior lighting	None.	All aspects.
Sidewalks	None.	All aspects.
Exterior Landscaping	None.	All aspects.
Roofs and roof facilities	None.	All aspects.
Exterior Dwelling components	None.	All aspects.
Dwelling Foundation	None.	All aspects.
Unit interior, including improvements, fixtures, partition walls and floors within Unit	None.	All aspects.
Sheetrock within Unit & treatments on walls	None.	All aspects.
Exterior Unit doors	None.	All aspects.
Windows	None.	All aspects.
Garage Doors, if applicable	None.	All aspects.
Water, wastewater, electrical lines & systems.	All aspects of common lines & systems serving more than one Unit, none for those serving an individual Unit.	All aspects of lines, pipes, fixtures, and appliances serving only that Owner's Unit.
HVAC System	None.	All aspects.
Security equipment, intrusion alarms smoke/heat detectors, monitoring equipment.	None.	All aspects.

NOTE 1: The components listed in the first column are applicable only if they exist, and may not be construed to create a requirement to have such a component.

EP RESIDENTIAL CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
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NOTE 2: If an Owner fails or refuses to perform necessary maintenance, repair, or replacement, the Association may perform the work after giving required notices to the Owner.

NOTE 3: Set forth above is a summary of the maintenance obligations imposed upon the Association and the Owners generally as described more fully in this Declaration. Please note that the information set forth in this Exhibit "G" is a summary **only** and is not intended to modify any of the provisions of this Declaration. Accordingly, in the event of a conflict between the summary set forth in this Exhibit "G" and any provision set forth in the Declaration above, the provision set forth in the Declaration above will control.

EXHIBIT "H"

GUIDE TO THE ASSOCIATION'S EXAMINATION OF COMMON ELEMENTS

This Guide provides information to assist the Board in conducting an annual examination of the Common Elements for the purpose maintaining replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the General Common Elements maintained by the Association. The annual examination is required by *Section 10.03* of the Declaration and is a necessary prerequisite to establishing sufficient reserves as required by *Section 7.10* of the Declaration. Additional information on conducting the examination may be obtained from the Community Associations Institute and their publication, *The National Reserve Study Standards of the Community Associations Institute*. See www.caionline.org. In addition, the Community Associations Institute provides certification for qualified preparers of reserve studies, known as a "Reserve Professionals Designation" (R.S.). Neither this Declaration nor current law requires that the Board engage an individual holding a Reserve Professional Designation for the purpose of conducting the annual examination of the Common Elements. Because laws and practices change over time, the Board should not use this Guide without taking into account applicable changes in law and practice.

Developing a Plan

In developing a plan, the age and condition of Common Elements maintained by the Association must be considered. The possibility that new types of material, equipment, or maintenance processes associated with the repair and/or maintenance of Common Elements should also be taken into account. The individual or company who prepares the examination calculates a suggested annual funding amount and, in doing so, may consider such factors as which components are included, estimated replacement costs of the components, useful lives of the components, inflation, and interest on reserve account balances or other earnings rates. Annual contributions to the replacement fund from annual assessments are based on this examination or reserve study. A reserve study generally includes the following:

- Identification and analysis of each major component of Common Elements maintained by the Association
- Estimates of the remaining useful lives of the components
- Estimates of the costs of replacements or repairs
- A cash flow projection showing anticipated changes in expenditures and contributions over a time period generally ranging between 20 and 30 years
- The "Funding Goal" which is generally one of the following:
 - Component Full Funding: Attaining, over a period of time, and maintaining, once the initial goal is achieved, a cumulative reserve account cash balance necessary to discharge anticipated expenditures at or near 100 percent; or
 - Threshold Funding: Maintaining the reserve account cash balance above a specified dollar or percent funded amount.

Note that Threshold Funding will increase the likelihood that special assessments will be required to fund major repairs and replacements. For example, one study has shown that a Threshold Funding goal of 40 to 50% results in an 11.2% chance that the Association will be unable to fund repairs and replacement projects in the next funding year. See “Measuring the Adequacy of Reserves”, *Common Ground*, July/August 1997. The same study found that Component Full Funding reduces this likelihood to between .09 and 1.4%.

Finding Common Element Component Replacement Information

Common Element component replacement information may be obtained from contractors, suppliers, technical specialists, “Reserve Study” specialist or from using tables in technical manuals on useful lives of various components. The Board may reevaluate its funding level periodically based upon changes to the Common Elements as well as changes to replacement costs and component conditions. The specific components of Common Elements include, but are not limited to roads, recreational facilities, and furniture and equipment owned or maintained by the Association. Components covered by maintenance contracts may be excluded if the contracts include maintenance and replacement of the components. The Board may also include within their overall budget a deferred maintenance account for those components requiring periodic maintenance which does not occur annually.

EXHIBIT "I"

GUIDE TO ASSOCIATION'S MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS

This Guide lists several of the major management and governance functions of a typical residential development with a mandatory owners association. The Board may, from time to time, use this Guide to consider what functions, if any, to delegate to one or more managers, managing agents, employees, or volunteers. Because laws and practices change over time, the Board should not use this Guide without taking account of applicable changes in law and practices.

MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS	PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS	DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT
<u>FINANCIAL MANAGEMENT</u> To adopt annual budget and levy assessments, per the Declaration and Master Covenant. Prepare annual operating budget, periodic operating statements, and year-end statement. Identify components of the property the Association is required to maintain. Estimate remaining useful life of each component. Estimate costs and schedule of major repairs and replacements, and develop replacement reserve schedule. Annually update same. Collect Assessments and maintain Association accounts. Pay Association's expenses and taxes. Obtain annual audit and income tax filing. Maintain fidelity bond on whomever handles the Association funds. Report annually to Members on financial status of the Association.		
<u>PHYSICAL MANAGEMENT</u> Inspect, maintain, repair, and replace, as needed, all components of the property for which the Association has maintenance responsibility. Contract for services, as needed to operate or maintain the property. Prepare specifications and call for bids for major projects. Coordinate and supervise work on the property, as warranted.		
<u>ADMINISTRATIVE MANAGEMENT</u> Receive and respond to correspondence from Owners, and assist in		

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DECLARATION OF CONDOMINIUM REGIME

MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS	PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS	DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT
<p>resolving Owners' problems related to the Association.</p> <p>Conduct hearings with Owners to resolve disputes or to enforce the Documents.</p> <p>Obtain and supervise personnel and/or contracts needed to fulfill Association's functions.</p> <p>Schedule Association meetings and give Owners timely notice of same.</p> <p>Schedule Board meetings and give directors timely notice of same.</p> <p>Enforce the Documents and the Master Documents.</p> <p>Maintain insurance and bonds as required by the Documents or Applicable Law, or as customary for similar types of property in the same geographic area.</p> <p>Maintain Association books, records, and files.</p> <p>Maintain Association's corporate charter and registered agent & address.</p>		
<p><u>OVERALL FUNCTIONS</u></p> <p>Promote harmonious relationships within the community.</p> <p>Protect and enhance property values in the community.</p> <p>Encourage compliance with Documents, the Master Documents, and Applicable Law and ordinances.</p> <p>Act as liaison between the community of Owners and governmental, taxing, or regulatory bodies.</p> <p>Protect the Association and the property from loss and damage by lawsuit or otherwise.</p>		

APPENDIX "A"

DEVELOPMENT RIGHTS RESERVED

A.1 General Provisions.

A.1.1. Introduction. EP Condo Declarant intends the Declaration to be perpetual and understands that provisions pertaining to the initial development, construction, marketing, and control of the Property will become obsolete when EP Condo Declarant's role is complete. As a courtesy to future users of the Declaration, who may be frustrated by then-obsolete terms, EP Condo Declarant is compiling EP Condo Declarant-related provisions in this Appendix "A".

A.1.2. General Reservation and Construction. Notwithstanding other provisions of the Documents to the contrary, nothing contained therein may be construed to, nor may any Mortgagee, other Owner, or the Association, prevent or interfere with the Development Rights reserved under this Declaration which EP Condo Declarant hereby reserves exclusively unto itself, its Affiliates, its permitted Designees, and its successors and assigns. In case of a conflict between this Appendix "A" and any other Document, this Appendix "A" controls. This Appendix "A" may not be amended without the prior written consent of EP Condo Declarant. The terms and provisions of this Appendix must be construed liberally to give effect to EP Condo Declarant's intent to protect EP Condo Declarant's interests in the Property.

A.1.3. Purpose of Development and Declarant Control Periods. The Declaration gives EP Condo Declarant certain rights during the Development Period and Declarant Control Period to ensure a complete and orderly sellout of the Property, which is ultimately for the benefit and protection of Owners and Mortgagees. The "**Development Period**", as specifically defined in the Declaration, means the thirty (30) year period beginning on the date this Declaration is Recorded, unless such period is earlier terminated by EP Condo Declarant's Recordation of a notice of termination. The Declarant Control Period is defined in the Declaration.

A.2. Declarant Control Period Reservations. For the benefit and protection of Owners and Mortgagees, and for the purpose of ensuring a complete and orderly build-out and sellout of the Property, EP Condo Declarant will retain control of the Association, subject to the following:

A.2.1. Appointment of Board and Officers. EP Condo Declarant may appoint, remove, and replace each officer or director of the Association, none of whom need be Members or Owners, and each of whom is indemnified by the Association as a "Leader," subject to the following limitations: (i) within one hundred and twenty (120) days after fifty percent (50%) of the total number of Units that may be created within the Property (including the Future Development Area) have been conveyed to Owners other than EP Condo Declarant, at least one-third of the Board must be elected by the Owners other than EP Condo Declarant; and (ii) within one hundred and twenty (120) days after seventy-five percent (75%) of the total number of Units that may be created within the Property (including the Future Development Area) have been conveyed to Owners other than EP Condo Declarant, all Board members must be elected by all Owners, including EP Condo Declarant. Notwithstanding the forgoing, the Declarant Control Period shall terminate automatically seven (7) years after the date that this Declaration is Recorded.

EP RESIDENTIAL CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
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A.2.2. Obligation for Assessments. For each Unit owned by EP Condo Declarant, EP Condo Declarant is liable for Special Assessments, Utility Assessments, Individual Assessments, and Deficiency Assessments in the same manner as any Owner. Regarding Regular Assessments, EP Condo Declarant at EP Condo Declarant's option may support the Association's budget by either of the following methods: (i) EP Condo Declarant will pay Regular Assessments on each EP Condo Declarant owned Unit in the same manner as any Owner; or (ii) EP Condo Declarant will assume responsibility for the difference between the Association's actual operational expenses as they are paid and the Regular Assessments received from Owners other than EP Condo Declarant. **On the earlier to occur of three (3) years after the first conveyance of a Unit by EP Condo Declarant or termination of the Declarant Control Period, EP Condo Declarant must begin paying Regular Assessments on each EP Condo Declarant owned Unit.**

A.2.3. Obligation for Reserves. During the Declarant Control Period, neither the Association nor EP Condo Declarant may use the Association working capital or reserve funds to pay operational expenses of the Association.

A.2.4. Common Elements. At or prior to termination of the Declarant Control Period, if title or ownership to any Common Element is capable of being transferred, EP Condo Declarant will convey title or ownership to the Association. At the time of conveyance, the Common Element will be free of encumbrance except for the property taxes, if any, accruing for the year of conveyance. EP Condo Declarant's conveyance of title or ownership is a ministerial task that does not require and is not subject to acceptance by the Association or the Owners.

A.3. Development Period Rights. EP Condo Declarant has the following rights during the Development Period.

A.3.1. Annexation. The Property is subject to expansion by phasing for up to thirty (30) years from the date this Declaration is Recorded. During the Development Period, EP Condo Declarant may annex additional real property into the Regime (including the Future Development Area), and subject such real property to this Declaration and the jurisdiction of the Association by Recording a Declaration of Annexation, executed by EP Condo Declarant.

A.3.2. Withdrawal. During the Development Period, EP Condo Declarant may withdraw real property from the Regime or the Property.

A.3.3. Creation of Units. When initially created, the Property contains two hundred and forty-five (245) Units; however, EP Condo Declarant reserves the right to create up to and including two thousand (2,000) Units upon full buildout of all phases of the project which may include the Future Development Area, or any portion thereof, added by EP Condo Declarant in accordance with this Declaration. EP Condo Declarant's right to create Units is for a term of years and does not require that EP Condo Declarant owns a Unit within the Property at the time or times EP Condo Declarant exercises its right of creation. The instrument creating Added Units must include a revised schedule of allocated interests.

A.3.4. Architectural Control. During the Development Period, EP Condo Declarant and its Designees have the absolute right of architectural control.

A.3.4. Changes in Development Plan. During the Development Period, EP Condo Declarant may modify the development plan to respond to perceived or actual changes and opportunities in the marketplace. Modifications may include, without limitation, the subdivision or combination of Units, changes in the sizes, styles, configurations, materials, and appearances of Units, and Common Elements. Notwithstanding the foregoing provisions, "Improvements", as such term is defined in the Master Covenant, must be approved in advance and in writing by the Easton Park Reviewer.

A.3.5. Transfer Fees. During the Development Period, EP Condo Declarant will not pay transfer-related and resale certificate fees.

A.3.6. Fines and Penalties. During the Development Period, neither EP Condo Declarant nor Units owned by EP Condo Declarant are liable to the Association for late fees, fines, administrative charges, or any other charge that may be considered a penalty.

A.3.7. Statutory Development Rights. As permitted by the Act, EP Condo Declarant reserves the following Development Rights which may be exercised during the Development Period as set forth in this Declaration: (i) to add real property to the Property and the Regime; (ii) to create and modify Units, General Common Elements, and Limited Common Elements within the Property; (iii) to subdivide Units or convert Units into Common Elements; and (iv) to withdraw from the Property and the Regime any portion of the real property (including the Future Development Area) marked on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights," provided that no Unit in the portion to be withdrawn has been conveyed to an Owner other than EP Condo Declarant.

A.3.8. Development Rights Reserved. Regarding portions of the real property shown on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights," if any, EP Condo Declarant makes no assurances as to whether EP Condo Declarant will exercise its Development Rights, the order in which portions will be developed, or whether all portions will be developed. The exercise of Development Rights as to some portions will not obligate EP Condo Declarant to exercise them as to other portions.

A.3.9. Amendment. During the Development Period, EP Condo Declarant may Record an Amendment or Declaration of Annexation, as applicable, and amend the other Documents, without consent of other Owners or any Mortgagee, for the following limited purposes:

- (i) To meet the requirements, standards, or recommended guidelines of an Underwriting Lender to enable an institutional or governmental lender to make or purchase mortgage loans on the Units.
- (ii) To correct any defects in the execution of this Declaration or the other Documents.
- (iii) To add real property (including the Future Development Area) to the Property, in the exercise of statutory Development Rights.

- (iv) To create Units, General Common Elements, and Limited Common Elements within the Property, in the exercise of statutory Development Rights.
- (v) To subdivide, combine, or reconfigure Units or convert Units into Common Elements, in the exercise of statutory Development Rights. No such addition or deletion to any such Unit or combination of Units shall affect the Common Interest Allocation, the share of Common Expense Liability, or the voting rights appurtenant to the Units. Any Units which are combined shall be treated for all such purposes as separate Units.
- (vi) To withdraw from the Property any portion of the real property (including the Future Development Area) marked or noted on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights" in the exercise of statutory Development Rights.
- (vii) To add or withdraw real property from the Future Development Area.
- (viii) To reallocate the Common Interest Allocation among all Units then existing within the Regime.
- (ix) To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents.
- (x) To change the name or entity of EP Condo Declarant.
- (xi) For any other purpose, provided the Amendment has no material adverse effect on any right of any Owner.

A.3.10. Website & Property Name. During the Development Period, EP Condo Declarant has the unilateral right to approve or disapprove uses of any website purporting to serve the Property or the Association, all information available on or through the Property website, if any, and all uses of the property name by the Association.

A.3.11 Future Development Area. In addition to all other rights granted or reserved to EP Condo Declarant in the Documents, in order that the development of the Regime and the Future Development Area may be undertaken and established as a fully operating development, EP Condo Declarant shall have the following rights, and the Owners and the Association shall refrain from interfering with EP Condo Declarant's activities in such regard: (i) EP Condo Declarant and its Designees shall have the right to conduct any activity or operations on or in connection with the Regime and the Future Development Area that EP Condo Declarant determines to be necessary or advisable in connection with the completion of the development of the Regime and the Future Development Area, as applicable, including the right to alter its construction plans and designs as EP Condo Declarant deems advisable in the course of development or enlargement of any Improvements; (ii) EP Condo Declarant and its Designees shall have the right to conduct on the Future Development Area its business of developing, subdividing, grading, and constructing Improvements in the Regime and in the Future Development Area and to erect, construct, and maintain on any of the Future Development

Area owned by EP Condo Declarant or its Affiliates, such structures as may be reasonably necessary for the conduct of its or their business of completing the development and establishing the Regime and the Future Development Area as a community and disposing of the same by sale, lease, or otherwise; (iii) EP Condo Declarant and its Designees shall have the right to create Units, General Common Elements, and Limited Common Elements within the Regime and the Future Development Area (upon its annexation into the Regime), in the exercise of statutory Development Rights; (iv) EP Condo Declarant and its Designees shall have the right to reallocate the Common Interest Allocation among all Units then existing within the Regime and the Future Development Area; (v) EP Condo Declarant shall have the right to determine in its sole discretion the nature of and the types of Units, Common Elements, and Improvements to be constructed as part of the Regime and the Future Development Area; (vi) EP Condo Declarant shall have the right to Record any Amendments to this Declaration; (vii) EP Condo Declarant shall have the right to Record any Declarations of Annexation pursuant to Section 5.01(b) of the Declaration; (viii) EP Condo Declarant and its Designees shall have the right to modify, change, re-configure, remove and otherwise alter any Improvements located on the Common Elements, except as prohibited or limited elsewhere by the Documents; (ix) to add or withdraw property from the Future Development Area; (x) during the Development Period, EP Condo Declarant has the right of architectural control in the Future Development Area; and (xi) EP Condo Declarant and its Designees shall have the right to enter upon the Property and upon the Future Development Area and operate thereon such vehicles and equipment as shall be necessary in the sole discretion of EP Condo Declarant or its Designees for such purposes. In general, EP Condo Declarant shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any manner with EP Condo Declarant's plans for construction, development, use, sale, lease or other disposition of all or any portion of the Property or the Future Development Area.

A.3.12 Warranty-related Rights. For as long as EP Condo Declarant or its Designees remain liable under any warranty, whether statutory, express or implied, for any act or omission of EP Condo Declarant or its Designees in the development, construction, sale and marketing of any portion of the Regime or of the Future Development Area, whether such Future Development Area has been included within the Regime, the right, for itself and its Designees, in EP Condo Declarant's sole discretion and from time to time, to enter the Common Elements and the Units for the purpose of making necessary inspections, tests, repairs, improvements or replacements required for EP Condo Declarant or its Designees to fulfill any of its warranty obligations, provided that no such entry into a Unit shall unreasonably interfere with the use of such Unit by its Owner. Failure of the Association or any Owner to provide such access may result in the appropriate warranty being nullified and of no further force or effect. Nothing in this *Section A.3.12* shall be deemed or construed as EP Condo Declarant making or offering any warranty, all of which are disclaimed.

A.4. Special Declarant Rights. As permitted by the Act, EP Condo Declarant reserves the below described Special Declarant Rights, to the maximum extent permitted by Applicable Law, which may be exercised, where applicable, anywhere within the Property during the Development Period. Unless terminated earlier by an Amendment to this Declaration executed by EP Condo Declarant, any Special Declarant Right, except the right to appoint and remove Board members and officers of the

Association, may be exercised by EP Condo Declarant until expiration or termination of the Development Period.

- (i) The right to complete or make Improvements indicated on the Plat and Plans, provided that all "Improvements", as such term is defined in the Master Covenant, are approved in advance and in writing by the Easton Park Reviewer.
- (ii) The right to exercise any Development Right as permitted by the Act and this Declaration.
- (iii) The right to make the Property part of a larger condominium or planned community.
- (iv) The right to use Units owned or leased by EP Condo Declarant or Common Elements as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property.
- (v) The right to maintain and locate construction trailers and construction tools and equipment within the Property;
- (v) For purposes of promoting, identifying, and marketing the Property, EP Condo Declarant reserves an easement and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including items and locations that are prohibited to other Owners and Residents, provided that signs must be approved in advance and in writing by the EP Condo Reviewer. EP Condo Declarant also reserves the right to sponsor marketing events – such as open houses, MLS tours, and brokers' parties – at the Property to promote the sale of Units.
- (vi) EP Condo Declarant has an easement and right of ingress and egress in and through the Common Elements and Units owned or leased by EP Condo Declarant for purposes of constructing, maintaining, managing, and marketing the Property, and for discharging EP Condo Declarant's obligations under the Act and this Declaration.
- (vii) The right to appoint or remove any EP Condo Declarant-appointed officer or director of the Association during Declarant Control Period consistent with the Act.
- (ix) The construction, placement or maintenance of Improvements by the EP Condo Declarant will not be considered a nuisance, and the right and privilege to conduct the activities enumerated in this *Section A.4* shall remain until two (2) years after the expiration or termination of the Development Period.

A.5. Additional Easements and Rights. EP Condo Declarant reserves the following easements and rights, exercisable at EP Condo Declarant's sole discretion, for the duration of the Development Period:

- (i) An easement and right to erect, construct, and maintain on and in the Common Elements and Units owned or leased by EP Condo Declarant whatever EP Condo Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, and marketing of the Property; provided, that all "Improvements", as such term is defined in the Master Covenant, are approved in advance and in writing by the EP Condo Reviewer.
- (ii) The right to sell or lease any Unit owned by EP Condo Declarant. Units owned by EP Condo Declarant are not subject to leasing or occupancy restrictions or prohibitions contained in the Documents.
- (iii) The right of entry and access to all Units to perform warranty-related work, if any, for the benefit of the Unit being entered or Common Elements. Requests for entry must be made in advance for a time reasonably convenient for the Owner who may not unreasonably withhold consent.
- (iv) An easement and right to make structural changes and alterations on Common Elements and Units used by EP Condo Declarant as models and offices, as may be necessary to adapt them to the uses permitted herein. EP Condo Declarant, at EP Condo Declarant's sole expense, will restore altered Common Elements and Units to conform to the architectural standards of the Property. The restoration will be done no later than one hundred and twenty (120) days after termination of the Development Period.
- (v) An easement over the entire Property, including the Units, to inspect the Common Elements and all Improvements thereon and related thereto and to evaluate the maintenance and condition of the Common Elements.
- (vi) The right to provide a reasonable means of access and parking for prospective Unit purchasers in connection with the active marketing of Units by EP Condo Declarant.
- (vii) the rights and easements reserved under the Future Development Area Easement, as set forth in *Section 3.11*.

A.6. Subject to Master Documents. Notwithstanding anything to the contrary herein, EP Condo Declarant's rights and reservations hereunder are subject to the terms and provisions of the Master Documents to the extent the Master Documents require the consent of Master Declarant or the Easton Park Reviewer prior to EP Condo Declarant's exercise of any such rights or reservations.

APPENDIX "B"

PARTIAL ASSIGNMENT OF DEVELOPMENT RIGHTS

B.1. General Reservation and Construction. Notwithstanding other provisions of the Documents to the contrary, nothing contained therein may be construed to, nor may any Mortgagee, other Owner, or the Association, prevent or interfere with the Development Rights which EP Condo Declarant hereby reserves unto itself and assigns to the Homebuilder. In case of a conflict between this Appendix "B" and any other Document, this Appendix "B" controls. This Appendix "B" may not be amended without the prior written consent of EP Condo Declarant and Homebuilder.

B.2 Notice of Partial Assignment. As permitted under *Article 1* of this Declaration, EP Condo Declarant does hereby grant, sell, set over, transfer and assign to Homebuilder, its successors and assigns, to share with EP Condo Declarant, the following rights, title, interest, powers, privileges, benefits, and obligations of the EP Condo Declarant under the Declaration BUT ONLY with respect to the Units and only for so long as Homebuilder owns one or more Units subject to the Declaration:

(a) The rights and easements set forth under *Section 6.03* as the Zero Lot Line Development Easement.

(b) The rights of architectural review and control as the EP Condo Reviewer under this Declaration along with the Easton Park Reviewer and to adopt Condominium Design Guidelines pursuant to *Article 12* of this Declaration

(c) The rights set forth under Section A.2.2 of Appendix "A" of this Declaration to support the Association's budget by either: (i) paying Regular Assessments on each EP Condo Declarant owned Unit in the same manner as any Owner; or (ii) to assume responsibility for the difference between the Association's actual operational expenses as they are paid and the Regular Assessments received from Owners other than EP Condo Declarant.

(d) The right under *Section A.3.5* to be exempt from paying transfer-related and resale certificate fees, and the right under *Section A.3.6* to be exempt from paying late fees, fines, administrative charges, or any other charge that may be considered a penalty.

(e) The right to be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any manner with Homebuilder's plans for construction, development, use, sale, lease or other disposition of all or any portion of the Property or the Future Development Area.

(f) An easement and right to make structural changes and alterations on Common Elements and Units used by EP Condo Declarant as models and offices, as may be necessary to adapt them to the uses permitted herein.

(g) An easement and right of ingress and egress in and through the Common Elements and Units owned or leased by EP Condo Declarant for purposes of constructing, maintaining, managing, and marketing the Property and the Future Development Area, and

EP RESIDENTIAL CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
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the right to maintain and locate construction trailers and construction tools and equipment within the Property and the Future Development Area.

(h) To exercise those easements set forth under *Section 3.11* (i) for providing utilities and services to the Future Development Area; (ii) for the development, construction, erection, replacement, maintenance, or removal of any Improvements located or to be located within the Future Development Area; (iii) for repair, replacement, maintenance, or warranty purposes; (iv) for vehicular and pedestrian ingress and egress to and from the Future Development Area.

(i) An easement and right to conduct on any of the Property or Future Development Area owned by EP Condo Declarant or its Affiliates its business of developing, subdividing, grading, and constructing Improvements in the Regime and in the Future Development Area, and the easement and right to erect, construct, and maintain on any of the Property or Future Development Area owned by EP Condo Declarant or its Affiliates, such structures as may be reasonably necessary for the conduct of its or their business of completing said development and establishing the Regime and the Future Development Area as a community and disposing of the same by sale, lease or otherwise.

(j) The right to complete or make Improvements indicated on the Plat and Plans, provided that all "Improvements", as such term is defined in the Master Covenant, are approved in advance and in writing by the EP Condo Reviewer.

(k) The right to (1) use Units owned or leased by EP Condo Declarant or Common Elements as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property or the Future Development Area, (2) sponsor marketing events – such as open houses, MLS tours, and brokers' parties – at the Property or the Future Development Area to promote the sale of Units, and (3) an easement and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property or the Future Development Area, including items and locations that are prohibited to other Owners and Residents, provided that signs must be approved in advance and in writing by the EP Condo Reviewer.

(l) The right of entry and access to all Units to perform warranty-related work, if any, for the benefit of the Unit being entered or Common Elements.

(m) An easement over the entire Property, including the Units, to inspect the Common Elements and all Improvements thereon and related thereto and to evaluate the maintenance and condition of the Common Elements.

(n) The right to provide a reasonable means of access and parking for prospective Unit purchasers in connection with the active marketing of Units by EP Condo Declarant.

(o) The right to exercise those easements set forth under *Section 3.11* (i) for providing utilities and services to the Future Development Area; (ii) for the development, construction, erection, replacement, maintenance, or removal of any Improvements located

or to be located within the Future Development Area; (iii) for repair, replacement, maintenance, or warranty purposes; and (iv) for vehicular and pedestrian ingress and egress to and from the Future Development Area.



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

March 08 2019 02:56 PM

FEE: \$ 762.00 **2019032680**

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Jun 05, 2019 10:26 AM Fee: \$46.00

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electronic file stamp.

AFTER RECORDING RETURN TO:

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DLA PIPER LLP (US)
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Austin, Texas 78701
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EASTON PARK

FIRST AMENDMENT TO THE
DEVELOPMENT AREA DECLARATION AND
DECLARATION OF CONDOMINIUM REGIME FOR
EP RESIDENTIAL CONDOMINIUMS

(A Residential Condominium in Travis County, Texas)

EP Condo Declarant: CARMA EASTON LLC, a Texas limited liability company

Cross reference to that certain Easton Park Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2019032680 in the Official Public Records of Travis County, Texas, as may be amended from time to time.

EASTON PARK

FIRST AMENDMENT TO THE DEVELOPMENT AREA DECLARATION AND DECLARATION OF CONDOMINIUM REGIME FOR EP RESIDENTIAL CONDOMINIUMS

This First Amendment to the Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums (this "**Amendment**") is made by CARMA EASTON LLC, a Texas limited liability company ("**EP Condo Declarant**"), and is as follows:

RECITALS:

A. EP Condo Declarant previously executed and recorded that certain Easton Park Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2019032680 in the Official Public Records of Travis County, Texas (the "**Declaration**").

B. Pursuant to *Section 20.01* of the Declaration, the Declaration may be amended by the EP Condo Declarant acting alone.

C. EP Condo Declarant desires to amend the Declaration as set forth hereinbelow.

NOW THEREFORE, EP Condo Declarant hereby amends and modifies the Declaration as follows:

1. **Definitions.** The definition of "Development Period" as outlined in *Article 1* of the Declaration is hereby deleted in its entirety and replaced with the following:

"**Development Period**" means the seven (7) year period beginning on the date this Declaration is Recorded, during which EP Condo Declarant has the right to exercise any Development Rights, including rights related to development, construction, expansion, and marketing of the Property. The Development Period is for a term of years and does not require that EP Condo Declarant own any portion of the Property. EP Condo Declarant may terminate the Development Period by the Recording of a notice of termination. In addition to the foregoing rights, Declarant has reserved other rights as set forth in this Declaration, some of which may be exercised during and after expiration of the Development Period.

2. **Water Quality Facilities, Drainage Facilities and Drainage Ponds.** *Section 4.02.* of the Declaration is hereby deleted in its entirety and replaced with the following:

4.02. **Water Quality Facilities, Drainage Facilities and Drainage Ponds.** The Property is served by the water quality facilities, sedimentation, drainage and detention facilities,

or ponds (collectively, the “**Drainage Facilities**”) referenced in the *Declaration of Easements and Restrictive Covenants Regarding the Maintenance of Drainage Facilities for Easton Park Section 2A*, recorded as Document 2016149175 of the Official Public Records of Travis County, Texas, as such may be amended from time to time (the “**Pond Declaration**”). The Owners and the Association will be obligated to contribute to the cost to inspect, maintain, and administer such Drainage Facilities pursuant to the Master Documents and the Pond Declaration. Each Owner is advised that the Drainage Facilities are an active utility feature integral to the proper operation of the Regime and may periodically hold standing water. Each Owner is advised that entry into the Drainage Facilities or any other water quality facilities, sedimentation, drainage and detention facilities, or ponds located on the Property may result in injury and is a violation of the Master Documents.

3. **EP Condo Declarant Rights.** *Section 20.04* of the Declaration is hereby deleted in its entirety and replaced with the following:

20.04 EP Condo Declarant Rights. EP Condo Declarant has an exclusive right to unilaterally amend this Declaration for the purposes stated in Appendix “A” (including but not limited to the right to Record an Amendment or Declaration of Annexation). Any Amendment (including a Declaration of Annexation) that may be executed by EP Condo Declarant alone is not required to name the Association or to be signed by an officer of the Association. No Amendment may affect EP Condo Declarant or Master Declarant’s rights under this Declaration without EP Condo Declarant or Master Declarant’s written and acknowledged consent, which must be part of the Recorded Amendment. Because Appendix “A” of this Declaration is destined to become obsolete, beginning seven (7) years after the date this Declaration is first Recorded, the Board may restate, rerecord, or publish this Declaration without Appendix “A”. The automatic expiration and subsequent deletion of Appendix “A” does not constitute an Amendment of this Declaration. This *Section 20.04* may not be amended without EP Condo Declarant and Master Declarant’s advanced written and acknowledged consent.

4. **Purpose of Development and Declarant Control Periods.** *Section A.1.3* of Appendix “A” of the Declaration is hereby deleted in its entirety and replaced with the following:

A.1.3 Purpose of Development and Declarant Control Periods. The Declaration gives EP Condo Declarant certain rights during the Development Period and Declarant Control Period to ensure a complete and orderly sellout of the Property, which is ultimately for the benefit and protection of Owners and Mortgagees. The “**Development Period**”, as specifically defined in the Declaration, means the seven (7) year period beginning on the date this Declaration is Recorded, unless such period is earlier terminated by EP Condo Declarant’s Recordation of a notice of termination. The Declarant Control Period is defined in the Declaration.

5. **Annexation.** *Section A.3.1* of Appendix “A” of the Declaration is hereby deleted in its entirety and replaced with the following:

A.3.1. Annexation. The Property is subject to expansion by phasing for up to seven (7) years from the date this Declaration is Recorded. During the Development Period, EP Condo Declarant may annex additional real property into the Regime (including the Future Development Area), and subject such real property to this Declaration and the jurisdiction of the Association by Recording a Declaration of Annexation, executed by EP Condo Declarant.

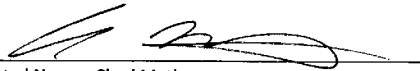
6. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date of Recording.

EP CONDO DECLARANT:

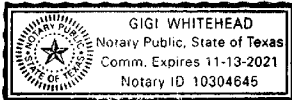
CARMA EASTON LLC,
a Texas limited liability company

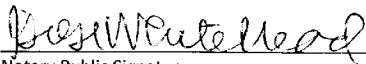
By: 
Printed Name: Chad Matheson
Title: Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 20th day of May, 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 Signature

EASTON PARK
FIRST AMENDMENT TO DEVELOPMENT AREA DECLARATION
AND DECLARATION OF CONDOMINIUM REGIME FOR
EP RESIDENTIAL CONDOMINIUMS

EXHIBIT B

CERTIFICATE OF FORMATION



Office of the Secretary of State

CERTIFICATE OF FILING OF

EP Residential Condominiums Association, Inc.
File Number: 803244637

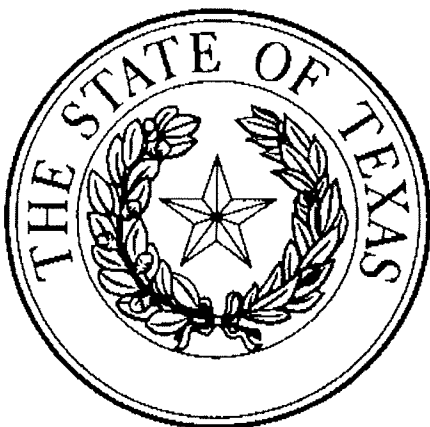
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

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: 02/21/2019

Effective: 02/21/2019



A handwritten signature in black ink, appearing to read "David Whitley".

David Whitley
Secretary of State

FEB 21 2019

**CERTIFICATE OF FORMATION
OF
EP RESIDENTIAL CONDOMINIUMS ASSOCIATION, INC.** Corporations Section

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 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: EP Residential Condominiums Association, Inc., a Texas nonprofit corporation (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. In furtherance of its purposes, the Association shall have the following powers which, unless indicated otherwise by this Certificate of Formation; that certain "Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums", which is recorded in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "Declaration"); the Bylaws, or Texas law, may be exercised by the Board of Directors:

- (a) all rights and powers conferred upon nonprofit corporations by Texas law in effect from time to time;
- (b) all rights and powers conferred upon condominium associations by Texas law, including the Act, in effect from time to time, provided, however, that the Association shall not have the power to institute, defend, intervene in, settle or compromise proceedings in the name of any Owner as provided in Section 82.102(a)(4) of the Act; and
- (c) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in this Certificate of Formation, the Bylaws, the Declaration, or Texas law.

Notwithstanding any provision in *Article XIV* to the contrary, any proposed amendment to the provisions of this *Article IV* shall be adopted only upon an affirmative vote by the holders of one-hundred percent (100%) of the total number of votes of the Association and the EP Condo Declarant during the Development Period, as determined and defined under the Declaration.

**ARTICLE V
REGISTERED OFFICE; REGISTERED AGENT**

The street address of the initial registered office of the Association is 401 Congress Avenue, Ste. 2500, Austin, Texas 78701. The name of its initial registered agent at such address is Jennifer Cook Purcell.

**ARTICLE VI
MEMBERSHIP**

Membership in the Association shall be determined by the Declaration.

**ARTICLE VII
VOTING RIGHTS**

Voting rights of the members of the Association shall be determined as set forth in the Declaration. Notwithstanding the foregoing, cumulative voting is not permitted.

**ARTICLE VIII
INCORPORATOR**

The name and street address of the incorporator is:

NAME

Jennifer Cook Purcell

ADDRESS

401 Congress Avenue, 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. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors for nonprofit corporations pursuant to the Texas Business Organizations Code. The number of Directors of the Association may be increased in accordance with the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Chad Matheson	11501 Alterra Pkwy #100 Austin, TX 78758
Luke Gosda	11501 Alterra Pkwy #100 Austin, TX 78758
Paige Stockton	11501 Alterra Pkwy #100 Austin, TX 78758

Each of the foregoing persons has consented to serve as a director. The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its sole discretion, may determine, as set forth in the Declaration.

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 or her in connection with any civil or criminal action, suit or proceeding in which he or she may be named as a party defendant or in which he or she may be a witness by reason of his or her being or having been such director or officer or by reason of any action alleged to have been taken or omitted by him or her 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

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 substantially 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 substantially 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 Declaration or this Certificate of Formation.

**ARTICLE XIV
AMENDMENT**

This Certificate of Formation may be amended by proposal submitted to the membership of the Association. Except as otherwise provided by the terms and provisions of *Article IV* of this Certificate of Formation, any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a two-thirds (2/3) majority of the total number of votes of the Association, as determined under the Declaration. In the case of any conflict between the Declaration and this Certificate of Formation, the Declaration 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 20 day of February, 2019.

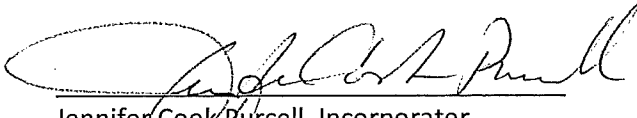

Jennifer Cook Purcell, Incorporator

EXHIBIT C
POLICY MANUAL

AFTER RECORDING RETURN TO:

Jennifer Cook Purcell, Esq.
DLA PIPER LLP (US)
401 Congress Ave., Ste 2500
Austin, Texas 78701
jennifer.purcell@dlapiper.com



EP RESIDENTIAL CONDOMINIUMS

POLICY MANUAL

Consisting of:

Certificate of Formation

Bylaws

Initial Rules & Regulations

Assessment Collection Policy

Fine Policy

Certification and Acknowledgment

EP RESIDENTIAL CONDOMINIUMS POLICY MANUAL

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1.	CERTIFICATE OF FORMATION	ATTACHMENT 1
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5.	FINE POLICY	ATTACHMENT 5
6.	CERTIFICATION & ACKNOWLEDGEMENT	ATTACHMENT 6

ATTACHMENT 1

**CERTIFICATE OF FORMATION
EP RESIDENTIAL CONDOMINIUMS ASSOCIATION, INC.**

[ATTACHED]

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



David Whitley
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

EP Residential Condominiums Association, Inc.
File Number: 803244637

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Dated: 02/21/2019

Effective: 02/21/2019



A handwritten signature in black ink, appearing to read "David Whitley".

David Whitley
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: Elizabeth "Annie" Denton

Fax: (512) 463-5709
TID: 10306

Dial: 7-1-1 for Relay Services
Document: 869924270002

FILED
In the Office of the
Secretary of State of Texas

FEB 21 2019

**CERTIFICATE OF FORMATION
OF
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- (b) all rights and powers conferred upon condominium associations by Texas law, including the Act, in effect from time to time, provided, however, that the Association shall not have the power to institute, defend, intervene in, settle or compromise proceedings in the name of any Owner as provided in Section 82.102(a)(4) of the Act; and
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WEST277558711.3

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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 or her in connection with any civil or criminal action, suit or proceeding in which he or she may be named as a party defendant or in which he or she may be a witness by reason of his or her being or having been such director or officer or by reason of any action alleged to have been taken or omitted by him or her 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.

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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 substantially similar to those for which this Association was created. In the event that such dedication is

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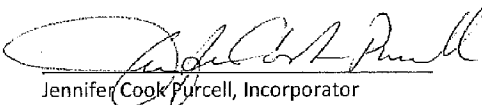
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IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 20 day of February, 2019.


Jennifer Cook Purcell, Incorporator

ATTACHMENT 2

EP RESIDENTIAL CONDOMINIUMS ASSOCIATION, INC.

BYLAWS

(A Texas condominium association)

ARTICLE 1

INTRODUCTION

1.1. **Property.** These Bylaws of EP Residential Condominiums Association, Inc., provide for the governance of the condominium regime known as EP Residential Condominiums, established on certain real property in Travis County, Texas (the “**Property**”), as more particularly described in that certain Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded or to be recorded in the Official Public Records of Travis County, Texas (the “**Declaration**”).

1.2. **Parties to Bylaws.** All present or future Owners of Units and all other persons who use or occupy the Property in any manner are subject to these Bylaws, the Declaration, and the other Documents as defined in the Declaration. The mere acquisition or occupancy of a Unit will signify that these Bylaws are accepted, ratified, and will be strictly followed.

1.3. **Definitions.** Words and phrases defined in the Declaration have the same meanings when used in these Bylaws. *Article 1* of the Declaration is incorporated herein by reference.

1.4. **Nonprofit Purpose.** The Association is organized to be a nonprofit corporation.

1.5. **EP Condo Declarant Control.** Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the EP Condo Declarant’s reservations in Appendix “A” of the Declaration during the Declarant Control Period and the Development Period, as defined in the Declaration, including the number, qualification, appointment, removal, and replacement of Directors.

1.6. **General Powers and Duties.** The Association, acting through the Board, has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property as may be required or permitted by the Documents and Applicable Law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Documents.

ARTICLE 2

BOARD OF DIRECTORS

During the Declarant Control Period, Appendix “A” of the Declaration governs the number, qualification, and appointment of Directors. During the Declarant Control Period, Directors appointed by the EP Condo Declarant need not be Owners. Directors appointed by the EP Condo Declarant may not be removed by the Owners and need not comply with the qualifications set forth in Section 2.2 below. Directors appointed by the EP Condo Declarant may be removed by EP Condo Declarant only and are not subject to removal pursuant to Section 2.5 below. During the Declarant Control Period, EP

Condo Declarant has the right to fill vacancies in any directorship vacated by a EP Condo Declarant appointee.

2.1. **Number and Term of Office.** The Board will consist of three (3) persons. One Director will be elected for a three (3) year term, one Director will be elected for a two (2) year term, and one Director will be elected for a one (1) year term. 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. The number of Directors may be changed by amendment of these Bylaws, but may not be less than three (3).

2.2. **Qualification.** The following qualifications apply to the election or appointment of persons to the Board.

2.2.1. **Owners.** At least a Majority of the Directors must be Members of the Association or spouses of Members.

2.2.2. **Entity Member.** If a Unit is owned by a legal entity, such as a partnership or corporation, any officer, partner, agent, or employee of that entity Member is eligible to serve as a Director and is deemed to be a Member for the purposes of this Section. If the relationship between the entity Member and the Director representing it terminates, that directorship will be deemed vacant.

2.2.3. **Delinquency.** No person may be elected or appointed as a Director if any assessment or fine against the person or his or her Unit is delinquent at the time of election or appointment, provided he has been given notice of the delinquency and a reasonable opportunity to cure the delinquency.

2.2.4. **Litigation.** No person may be elected or appointed as a Director if the person is a party adverse to the Association or the Board in pending litigation to which the Association or the Board is a party.

2.3. **Election.** Directors will be elected by the Members of the Association. The election of Directors will be conducted at the annual meeting of the Association, at any special meeting called for that purpose, or by mail, facsimile transmission, electronic mail, or a combination of any of these.

2.4. **Vacancies.** Vacancies on the Board caused by any reason, except the removal of a Director by a vote of the Association, are filled by a vote of the Majority of the remaining Directors, even though less than a quorum, at any meeting of the Board. Each Director so elected serves until the next meeting of the Association, at which time a successor will be elected to fill the remainder of the term.

2.5. **Removal of Directors.**

2.5.1. **Removal by Members.** At any annual meeting or special meeting of the Association, any one or more of the Directors may be removed with or without cause by Members representing at least two-thirds (2/3) of the votes present in person or by proxy at the meeting, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members must be given an opportunity to be heard at the meeting.

2.5.2. Removal by Directors. A Director may not be removed by the officers or by the remaining Directors, except for the following limited reasons for which a Director may be removed by at least a Majority of the other Directors at a meeting of the Board called for that purpose:

i. The Director is a party adverse to the Association or the Board in pending litigation to which the Association or the Board is a party; provided the Association did not file suit to effect removal of the Director.

ii. The Director's account with the Association has been delinquent for at least ninety (90) days or has been delinquent at least three (3) times during the preceding twelve (12) months; provided he was given notice of the default and a reasonable opportunity to cure.

iii. The Director has refused or failed to attend three (3) or more meetings of the Board during the preceding twelve (12) months; provided he was given proper notice of the meetings.

iv. The Director has refused or failed to cure a violation of the Documents for which he has been given notice, a reasonable opportunity to cure, and an opportunity to request a hearing before the Board.

2.6. **Meetings of the Board.**

2.6.1. Organizational Meeting of the Board. Within ten (10) days after the annual meeting, the Directors will convene an organizational meeting for the purpose of electing officers. The time and place of the meeting will be fixed by the Board and announced to the Directors.

2.6.2. Regular Meetings of the Board. Regular meetings of the Board may be held at a time and place that the Board determines, from time to time, but at least one (1) such meeting must be held annually. Notice of regular meetings of the Board will be given to each Director, personally or by telephone, written, or electronic communication, at least three (3) days prior to the date of the meeting.

2.6.3. Special Meetings of the Board. Special meetings of the Board may be called by the president or, if he or she is absent or refuses to act, by the secretary, or by any two (2) Directors. At least three (3) days' notice will be given to each Director, personally or by telephone, written, or electronic communication, which notice must state the place, time, and purpose of the meeting.

2.6.4. Emergency Meetings. In case of an emergency, the Board may convene a meeting after making a diligent attempt to notify each Director by any practical method.

2.6.5. Conduct of Meetings. The president presides over meetings of the Board and the secretary keeps, or causes to be kept, a record of resolutions adopted by the Board and a record of transactions and proceedings occurring at meetings. When not in conflict with law or the Documents, the then current edition of Robert's Rules of Order governs the conduct of the meetings of the Board.

2.6.6. Quorum. At meetings of the Board, a Majority of Directors constitutes a quorum for the transaction of business, and the acts of the Majority of the Directors present at a meeting at which a quorum is present at the time such acts are made are the acts of the Board. If less than a quorum is present at a meeting of the Board, the Majority of those present may adjourn the meeting from time to time. At any reconvened meeting at which a quorum is present, any business that may have been transacted at the meeting as originally called may be transacted without further notice. Directors may not participate by proxy at meetings of the Board.

2.6.7. Open Meetings. Regular and special meetings of the Board are open to Members of the Association, subject to the following provisions to the extent permitted or required by the Act:

- i. No audio or video recording of the meeting may be made, except by the Board or with the Board's prior express consent.
- ii. Members who are not Directors may not participate in Board deliberations under any circumstances, and may not participate in Board discussions unless the Board expressly so authorizes at the meeting.
- iii. The Board may adjourn any meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar or sensitive nature. The nature of business to be considered in executive session will first be announced in open session.
- iv. The Board may prohibit attendance by non-Members, including representatives, proxies, agents, and attorneys of Members.
- v. The Board may prohibit attendance by any Member who disrupts meetings or interferes with the conduct of Board business.
- vi. The Board may but is not required to publish to Members the time, date, and place of Board meetings, but will provide the information if requested in writing by a Member on a meeting by meeting basis.

2.6.8. Telephone Meetings. Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such 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.

2.6.9. Action without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all 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 has the same force and effect as a unanimous vote. This Section does not apply to actions that require meetings under the Act.

2.7. **Liabilities and Standard of Care.** In performing their duties, the Directors are required to exercise certain standards of care and are subject to certain liabilities, including but not limited to the following provisions of State law: Section 82.103(a) and (f) of the Act, and Sections 3.102, 3.105, 22.221, 22.223, 22.224, 22.225, 22.226, 22.227 and 22.230 of the Texas Business Organizations Code.

2.8. **Powers and Duties.** The Board has all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Property. The Board may do all acts and things except those which, by law or the Documents, are reserved to the Members and may not be delegated to the Board. Without prejudice to the general and specific powers and duties set forth in laws or the Documents, or powers and duties as may hereafter be imposed on the Board by resolution of the Association, the powers and duties of the Board include, but are not limited to, the following:

2.8.1. **Appointment of Committees.** The Board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the Board with its responsibilities. The resolution may establish the purposes and powers of the committee created, provide for the appointment of a chair and committee Members, and may provide for reports, termination, and other administrative matters deemed appropriate by the Board. Members of committees will be appointed from among the Owners and residents.

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

2.9. **Fidelity Bonds.** Any person handling or responsible for Association funds, including officers, agents, and employees of the Association, must furnish adequate fidelity bonds. The premiums on the bonds may be a common expense of the Association.

ARTICLE 3

OFFICERS

3.1. **Designation.** The principal officers of the Association are the president, the secretary, and the treasurer. The Board may appoint one (1) or more vice-presidents and other officers and assistant officers as it deems necessary. The president and secretary must be Directors. Other officers may, but need not, be Members or Directors. Any two (2) offices may be held by the same person, except the offices of president and secretary. If an officer is absent or unable to act, the Board may appoint a Director to perform the duties of that officer and to act in place of that officer, on an interim basis.

3.2. **Election of Officers.** The officers are elected no less than annually by the Directors at the organizational meeting of the Board and hold office at the pleasure of the Board. Except for resignation or removal, officers hold office until their respective successors have been designated by the Board.

3.3. **Removal and Resignation of Officers.** A Majority of Directors may remove any officer, with or without cause, at any regular meeting of the Board or at any special meeting of the Board called for that purpose. A successor may be elected at any regular or special meeting of the Board called for that purpose. An officer may resign at any time by giving written notice to the Board. Unless the notice of resignation states otherwise, it is effective when received by the Board and does not require

acceptance by the Board. The resignation or removal of an officer who is also a Director does not constitute resignation or removal from the Board.

3.4. **Standard of Care.** In performing their duties, the officers are required to exercise the standards of care provided by Section 82.103(a) and (f) of the Act and by Section 3.105 of the Texas Business Organizations Code.

3.5. **Description of Principal Offices.**

3.5.1. **President.** As the chief executive officer of the Association, the president: (i) presides at all meetings of the Association and of the Board; (ii) has all the general powers and duties which are usually vested in the office of president of a corporation organized under the laws of the State of Texas; (iii) has general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (iv) sees that all orders and resolutions of the Board are carried into effect.

3.5.2. **Secretary.** The secretary: (i) keeps the minutes of all meetings of the Board and of the Association; (ii) has charge of such books, papers, and records as the Board may direct; (iii) maintains a record of the names and addresses of the Members for the mailing of notices; and (iv) in general, performs all duties incident to the office of secretary.

3.5.3. **Treasurer.** The treasurer: (i) is responsible for Association funds; (ii) keeps full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepares all required financial data and tax returns; (iv) deposits all monies or other valuable effects in the name of the Association in depositories as may from time to time be designated by the Board; (v) prepares the annual and supplemental budgets of the Association; (vi) reviews the accounts of the managing agent on a monthly basis in the event a managing agent is responsible for collecting and disbursing Association funds; and (vii) performs all the duties incident to the office of treasurer.

3.6. **Authorized Agents.** Except when the Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association. In the absence of Board designation, the president and the secretary are the only persons authorized to execute instruments on behalf of the Association.

ARTICLE 4
MEETINGS OF THE ASSOCIATION

4.1. **Annual Meeting.** An annual meeting of the Association will be held once during each twelve (12) month period on a date and at a time determined by the Board. At each annual meeting the Members will elect Directors in accordance with these Bylaws. The Members may also transact such other business of the Association as may properly come before them.

4.2. **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 Owners of at least thirty percent (30%) of the Units. 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.

4.3. **Place of Meetings.** Meetings of the Association may be held at the Property or at a suitable place convenient to the Members, as determined by the Board.

4.4. **Notice of Meetings.** At the direction of the Board, written notice of meetings of the Association will be given to an Owner of each Unit 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.

4.5. **Ineligibility.** The Board may determine that no Member may vote at meetings of the Association if the Member's financial account with the Association is in arrears forty-five (45) days before the date of a meeting of the Association at which Members will vote, provided each ineligible Member is given notice of the arrearage and an opportunity to become eligible. The Board may specify the manner, place, and time for payment for purposes of restoring eligibility. A determination of Members entitled to vote at a meeting of the Association is effective for any adjournment of the meeting, provided the date of the adjourned meeting is not more than forty-five (45) days after the original meeting.

4.6. **Voting Members List.** The Board will prepare and make available a list of the Association's voting Members in accordance with Section 22.158(b) of the Texas Business Organizations Code.

4.7. **Quorum.** At any meeting of the Association, the presence in person or by proxy of Members representing at least thirty percent (30%) of the Units in the Property constitutes a quorum.

4.8. **Lack of Quorum.** If a quorum is not present at any meeting of the Association for which proper notice was given, Members representing at least a Majority of the votes present at the meeting, although not constituting a quorum, may vote to recess the meeting for not more than twenty-four (24) hours in order to attain a quorum, provided the place of the meeting remains as stated in the notice. If the meeting is adjourned without attainment of a quorum, notice of a new meeting for the same purposes within ten (10) to thirty (30) days may be given to an Owner of each Unit, at which meeting the Members present in person or by proxy (even if representing less than thirty percent (30%) of the Units) will be sufficient to constitute a quorum for the purposes of that meeting.

4.9. **Votes.** The vote of Members representing at least a Majority of the votes cast at any meeting at which a quorum is present binds all Members for all purposes, except when a higher percentage is required by these Bylaws, the Declaration, or by law. Cumulative voting is prohibited.

4.9.1. **Co-Owned Units.** If a Unit is owned by more than one Member, the vote appurtenant to that Unit is cast in accordance with Section 82.110(a) of Act, which is summarized as follows. If only one of the multiple Owners of a Unit is present at a meeting of the Association, that person may cast the vote allocated to that Unit. If more than one of the multiple Owners is present, the vote allocated to that Unit may be cast only in accordance with the Owners' unanimous agreement. Multiple Owners are in unanimous agreement if one of the multiple Owners casts the vote allocated to a Unit and none of the other Owners makes prompt protest to the person presiding over the meeting.

4.9.2. Corporation-Owned Units. If a Unit is owned by a corporation, the vote appurtenant to that Unit may be cast by any officer of the corporation in the absence of the corporation's written appointment of a specific person to exercise its vote. The vote of a partnership may be cast by any general partner in the absence of the partners' written appointment of a specific person. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of a corporation or partnership is qualified to vote.

4.9.3. Association-Owned Units. Votes allocated to a Unit owned by the Association may be counted towards a quorum and for all ballots and votes except the election or removal of Directors. The vote appurtenant to a Unit owned by the Association is exercised by the Board.

4.10. Proxies. Votes may be cast in person or by written proxy. To be valid, each proxy must: (i) be signed and dated by a Member or his or her attorney-in-fact; (ii) identify the Unit to which the vote is appurtenant; (iii) name the person or title (such as "presiding officer") in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (iv) identify the meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be delivered to the Secretary, to the person presiding over the Association meeting for which the proxy is designated, or to a person or company designated by the Board. Unless the proxy specifies a shorter or longer time, it terminates eleven (11) months after the date of its execution. Perpetual or self-renewing proxies are permitted, provided they are revocable. To revoke a proxy, the granting Member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes. A proxy may be delivered by fax. However, a proxy received by fax may not be counted to make or break a tie-vote unless: (a) the proxy has been acknowledged or sworn to by the Member, before and certified by an officer authorized to take acknowledgments and oaths; or (b) the Association also receives the original proxy within five (5) days after the vote.

4.11. Conduct of Meetings. The president, or any person designated by the Board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then current edition of Robert's Rules of Order governs the conduct of meetings of the Association when not in conflict with the Documents. Votes should be tallied by Members appointed by the person presiding over the meeting.

4.12. Order Of Business. Unless the notice of meeting states otherwise, or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Association is as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Approval of minutes of preceding meeting
- Reports of Officers (if any)
- Election of Directors (when required)
- Unfinished or old business

- New business

4.13. **Adjournment of Meeting.** At any meeting of the Association, a Majority of the Members present at that meeting, either in person or by proxy, may adjourn the meeting to another time and place.

4.14. **Action without Meeting.** Subject to Board approval, any action which may be taken by a vote of the Members at a meeting of the Association may also be taken without a meeting by written consents. The Board may permit Members to vote by any method allowed by Section 22.160(b)(c) and (d) of the Texas Business Organizations Code, which may include hand delivery, mail, fax, email, or any combination of these. Written consents by Members representing at least a Majority of votes in the Association, or such higher percentage as may be required by the Documents, constitutes approval by written consent. This Section may not be used to avoid the requirement of an annual meeting and does not apply to the election of Directors.

4.15. **Telephone Meetings.** Members of the Association may participate in and hold meetings of the Association by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in the 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.

ARTICLE 5

RULES

5.1. **Rules.** The EP Condo Declarant has adopted initial rules and regulations for: (i) the administration of the Association and the Documents; (ii) the maintenance, management, operation, use, conservation, and beautification of the Property; and (iii) the health, comfort, and general welfare of the residents; provided, however, that such rules may not be in conflict with law or the Documents. The Board will, at all times, maintain the then current and complete rules in a written form which can be copied and distributed to the Members. The Board has the right to amend, from time to time, the rules and regulations; provided, however, that until the expiration or termination of the Development Period, all amendments to the rules and regulations must be approved in advance and in writing by EP Condo Declarant.

5.2. **Adoption and Amendment.** Any rule may be adopted, amended, or terminated by the Board, provided that the rule and the requisite Board (and EP Condo Declarant, if applicable) approval are properly recorded as a resolution in the minutes of the meeting of the Board.

5.3. **Distribution.** On request from any Member or resident, the Board will provide a current and complete copy of rules. Additionally, the Board will, from time to time, distribute copies of the current and complete rules to Owners and, if the Board so chooses, to non-Member residents.

ARTICLE 6

ENFORCEMENT

6.1. **Remedies.** The violation of any provision of the Documents gives the Board the right to enforce the Documents as set forth under *Article 15* of the Declaration and the Fine Policy.

ARTICLE 7
OBLIGATIONS OF THE OWNERS

7.1. **Proof of Ownership.** On request by the Association from time to time, any person who purports to be an Owner or the agent of an Owner must furnish to the Board evidence of ownership of the Unit. A copy of the recorded deed is the customary evidence. This requirement may be satisfied by receipt of a Board-approved form that is completed and acknowledged by a title company or attorney at time of conveyance of the Unit or any interest therein. The Association may refuse to recognize a person as a Member unless the requested documentation is provided.

7.2. **Owners' Information.** Within thirty (30) days after acquiring an ownership interest in a Unit, the Owner must provide the Association with the Owner's mailing address, telephone number, and driver's license number, if any; the name and telephone number of any resident other than the Owner; and the name, address, and telephone number of any person managing the Unit as agent of the Unit Owner. An Owner must notify the Association within thirty (30) days after he or she has notice of a change in any information required by this Section, and must provide the information on request by the Association from time to time.

7.3. **Mailing Address.** The Owner or the several co-Owners of a Unit must register and maintain one mailing address to be used by the Association for mailing of notices, demands, and all other communications. If an Owner fails to maintain a current mailing address with the Association, the address of the Owner's Unit is deemed to be his or her mailing address.

7.4. **Registration of Mortgagees.** Within thirty (30) days after granting a lien against his or her Unit, the Owner must provide the Association with the name and address of the holder of the lien and the loan number. The Owner must notify the Association within thirty (30) days after he or she has notice of a change in the information required by this Section. Also, the Owner will provide the information on request by the Association from time to time.

7.5. **Assessments.** All Owners are obligated to pay assessments imposed by the Association to meet the common expenses as defined in the Declaration. A Member is deemed to be in good standing and entitled to vote at any meeting of the Association if he or she is current in the assessments made or levied against his or her Unit.

7.6. **Compliance with Documents.** Each Owner will comply with the provisions and terms of the Documents, and any amendments thereto. Further, each Owner will always endeavor to observe and promote the cooperative purposes for which the Property was established.

ARTICLE 8
ASSOCIATION RECORDS

8.1. **Records.** The Association will use its best efforts to keep the records required by Section 82.114(a) of the Act, including the following:

- i. Minutes or a similar record of the proceedings of meetings of the Association.
- ii. Minutes or a similar record of the proceedings of meetings of the Board.

iii. Names and mailing addresses of the Members, the currency and accuracy of the information being the responsibility of the Members.

iv. Names and mailing addresses of the mortgagees, the currency and accuracy of the information being the responsibility of the Members and their mortgagees.

v. Financial records and books of account for the Association, kept in a manner consistent with generally accepted accounting principles.

vi. Copies of income tax returns prepared for the Internal Revenue Service.

vii. Copies of the Documents and all amendments to any of these.

viii. A record of all votes or written consents by which amendments to the Documents were approved, for at least four (4) years after the approval.

8.2. **Inspection of Books and Records.** Books and records of the Association will be made available for inspection and copying pursuant to Section 82.114(b) of the Act and Sections 3.151, 3.153 and 22.351 of the Texas Business Organizations Code.

8.2.1. **Proper Purpose.** The Board may require a Member to submit a written demand for inspection, stating the purpose for which the Member will inspect the books and records. The Board has the following rights: (i) to determine whether the Member's purpose for inspection is proper; (ii) to deny the request if the Board determines that the Member's purpose is not proper; (iii) if granting the request, to identify which books and records are relevant to the Member's stated purpose for inspection.

8.2.2. **Copies.** A Member, at Member's expense, may obtain photocopies of books and records for which the Board grants the right of inspection. The Board has the right to retain possession of the original books and records, to make copies requested by the Member, and to charge the Member a reasonable fee for copying.

8.2.3. **Member's Agent.** A Member's inspection of the books and records may be assisted or performed by the Member's agent, accountant, or attorney.

8.2.4. **Records of Attorneys and Accountants.** The files and records of an attorney or accountant who performs services for the Association are not records of the Association, are not subject to inspection by Members, and are not subject to production in a legal proceeding.

8.3. **Resale Certificates.** Any officer may prepare or cause to be prepared, certify, and execute resale certificates in accordance with Section 82.157 of the Act. The Association may charge a reasonable fee for preparing resale certificates. The Association may refuse to furnish resale certificates until the fee is paid. Any unpaid fees may be assessed against the Unit for which the certificate is furnished.

ARTICLE 9

NOTICES

9.1. **Co-Owners.** If a Unit is owned by more than one person, notice to one co-Owner is deemed notice to all co-Owners.

9.2. **Delivery of Notices.** Any written notice required or permitted by these Bylaws may be given personally, by mail, by fax, or by any other method permitted by the Texas Business Organizations Code. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the Member at the address shown on the Association's records. If transmitted by fax, the notice is deemed delivered on successful transmission of the facsimile.

9.3. **Waiver of Notice.** Whenever a notice is required to be given to an Owner, Member, or Director, a written waiver of the notice, signed by the person entitled to the notice, whether before or after the time stated in the notice, is equivalent to giving the notice. Attendance by a Member or Director at any meeting of the Association or Board, respectively, constitutes a waiver of notice by the Member or Director of the time, place, and purpose of the meeting. If all Members or Directors are present at any meeting of the Association or Board, respectively, no notice is required and any business may be transacted at the meeting.

ARTICLE 10

EP CONDO DECLARANT PROVISIONS

10.1. **Conflict.** The provisions of this Article control over any provision to the contrary elsewhere in these Bylaws.

10.2. **Board of Directors.** During the Declarant Control Period, Appendix "A" of the Declaration governs the number, qualification, and appointment of Directors. The initial Directors will be appointed by EP Condo Declarant and need not be Owners or residents. Directors appointed by EP Condo Declarant may not be removed by the Owners and may be removed by EP Condo Declarant only. EP Condo Declarant has the right to fill vacancies in any directorship vacated by a EP Condo Declarant appointee.

10.3. **Organizational Meeting.** Within sixty (60) days after the end of the Declarant Control Period, or sooner at EP Condo Declarant's option, EP Condo Declarant will call an organizational meeting of the Members for the purpose of electing Directors, by ballot of Members. Notice of the organizational meeting will be given as if it were notice of an annual meeting.

ARTICLE 11

AMENDMENTS TO BYLAWS

11.1. **Authority.** These Bylaws may be amended by a Majority of the Board of Directors. Additionally, these Bylaws may also be amended by Members representing a Majority of the voting interests entitled to be cast, present in person or by proxy, at a duly called meeting to adopt same.

11.2. **Mortgagee Protection.** In addition to the notices and consents required by these Bylaws, certain actions and amendments require notice to or approval by Mortgagees, pursuant to the Mortgagee Protection article of the Declaration. If applicable, the Association must give the required notices to and obtain the required approvals from Mortgagees.

11.3. **Effective.** To be effective, each amendment must be in writing, reference the names of the Property and the Association, and be executed by a majority of the Board of Directors. Further, if these Bylaws are publicly recorded, the amendment must recite the recording data for the Bylaws, and be recorded in the Official Public Records of Travis County, Texas.

11.4. **EP Condo Declarant Protection.** During the Development Period, no amendment of these Bylaws may affect the EP Condo Declarant's rights herein without the EP Condo Declarant's written and acknowledged consent. Specifically, this Section and the article titled "EP Condo Declarant Provisions" may not be amended without the prior written approval of the EP Condo Declarant. The EP Condo Declarant's written consent must be part of the amendment instrument.

ARTICLE 12

GENERAL PROVISIONS

12.1. **Compensation.** A Director, officer, Member, or Resident may not receive any pecuniary profit from the operation of the Association, and no funds or assets of the Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of a Director, officer, Member, or resident. Nevertheless,

i. Reasonable compensation may be paid to a Director, officer, Member, or Resident for services rendered to the Association in other capacities.

ii. A Director, officer, Member, or Resident may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided the expense has been approved by the Board.

iii. The Board may budget and use Association funds to purchase awards, certificates, a celebratory meal, or other customary tokens or demonstrations of appreciation for volunteer activities.

iv. This provision does not apply to distributions to Unit Owners permitted or required by the Declaration or the Act.

12.2. **Conflicting Provisions.** If any provision of these Bylaws conflicts with any provision of the laws of the State of Texas, the conflicting Bylaws provision is null and void, but all other provisions of these Bylaws remain in full force and effect. In the case of any conflict between the certificate of formation of the Association and these Bylaws, the certificate of formation controls. In the case of any conflict between the Declaration and these Bylaws, the Declaration controls.

12.3. **Severability.** Whenever possible, each provision of these Bylaws will be interpreted in a manner as to be effective and valid. Invalidation of any provision of these Bylaws, by judgment or court order, does not affect any other provision which remains in full force and effect.

12.4. **Construction.** The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and may not be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

12.5. **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.

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

12.7. **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, 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 and in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Association; or (ii) 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.

12.8. **Preparer.** These Bylaws were prepared in by Jennifer Cook Purcell, Esq., DLA Piper LLP (US), 401 Congress Ave., Suite 2500, Austin, Texas 78701.

ATTACHMENT 3

INITIAL RULES & REGULATIONS

These Initial Rules & Regulations are established by **CARMA EASTON LLC**, a Texas limited liability company, for the benefit of **EP Residential Condominiums Association, Inc.**, a Texas nonprofit corporation (the “**Association**”). These Initial Rules and Regulations are the “Rules” defined in Article 1 of the Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded or to be recorded in the Official Public Records of Travis County, Texas, as amended from time to time (the “**Declaration**”).

These Rules are in addition to the provisions of the Declaration and Bylaws. By owning or occupying a Unit, each Owner and Resident agrees to abide by these Rules and to comply with the obligations of Owners and Residents under the Declaration and Bylaws of the Association.

Words and phrases defined in the Declaration have the same meaning when used in these Rules. In the event of a conflict between Documents, the hierarchy of authority is as follows: Declaration (highest), Bylaws, and these Rules (lowest). The Association's Board of Directors is empowered to interpret, enforce, amend, and repeal these Rules.

A. COMPLIANCE

- A-1. Compliance. Each Owner will comply with the provisions of these Rules, the other Documents, and policies adopted by the Board to supplement these Rules, as any of these may be revised from time to time. Each Owner, additionally, is responsible for compliance with the Documents by the Residents of his or her Unit, and his or her or their respective relatives, invitees, tenants, agents, employees, or contractors. If a Rule requires or prohibits conduct by an "Owner" or "Resident," each of those terms are deemed to include the other, and applies to all persons for whom an Owner or Resident is responsible. Again, the Owner is ultimately responsible for compliance by all persons using or related to his or her Unit. An Owner should contact the Association if he or she has a question about these Rules. The Association has the right to enforce these Rules against any person on the Property.
- A-2. Additional Rules. Each Resident must comply with any rules and signs posted from time to time on the Property by the Association. Posted rules are incorporated in these Rules by reference. Each Resident must comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Property. Temporary rules are incorporated in these Rules by reference.
- A-3. Waiver. Circumstances may warrant waiver or variance of these Rules. To obtain a waiver, an Owner must make written application to the Board. The Board's approval of a variance must be in writing, and may be conditioned.
- A-4. Limits. These Rules represent standards of conduct and maintenance in a high density community. It is understood that individuals may have different interpretations of and tolerances for these Rules. On lifestyle-related rules, such as the “Community Etiquette” rules below, the Association may refrain from acting on a perceived violation unless the Board determines the violation to be significant or a community-wide problem. The Association may not

be compelled by one Resident to enforce these Rules against another Resident. Residents are expected to deal directly and peaceably with each other about their differences.

- A-5. Filing Complaints. Because the Association is not staffed to monitor the Property for Rules violations, the Association relies on Residents to identify and report violations of these Rules and the Documents, and to monitor compliance with these Rules by violators. The Association also relies on Residents to help keep each other informed about the Rules. Recognizing that a Resident may be reluctant to confront another Resident about a violation, the Association will work with Residents to enforce the Rules. Generally, a complaint must be in writing and must be signed by a Resident or Owner who is willing to be identified as the complainant. The Association may refuse to enforce a violation (1) that cannot be easily and independently verified, (2) for which it did not receive a signed written complaint, (3) for which the complainant will not cooperate with monitoring the violation and compliance, and (4) which the Board does not consider to be significant or community-wide.

B. OBLIGATIONS OF OWNERS AND RESIDENTS

- B-1. Damage. An Owner is responsible for any loss or damage he or she causes to his or her Unit, other Units, the personal property of other Residents or their guests, or to the Common Elements.
- B-2. Association Does Not Insure. A person assumes full risk and sole responsibility for placing his or her personal property in or on the Property. Each Resident is solely responsible for insuring his or her personal property in the Unit and on the Property, including his or her furnishings and vehicles. THE ASSOCIATION STRONGLY RECOMMENDS THAT ALL OWNERS AND RESIDENTS PURCHASE AND MAINTAIN INSURANCE ON THEIR PERSONAL BELONGINGS.
- B-3. Risk Management. An Owner may not permit anything to be done or kept in his or her Unit or the Common Elements that is illegal or that may result in the cancellation of insurance on the Property.
- B-4. Reimbursement for Enforcement. An Owner must promptly reimburse the Association for any expense incurred by the Association to enforce the Documents against the Owner, his or her Unit, or persons for whom the Owner is responsible.
- B-5. Reimbursement for Damage. An Owner must promptly reimburse the Association for the cost of damage to the Property caused by the negligent or willful conduct of the Owner or persons for whom the Owner is responsible.
- B-6. No Estate Sales. Without the Board's prior written permission, no person may conduct at the Property a sale or activity that is advertised or attractive to the public, such as garage sales, car sales, or estate sales. This Section does not apply to marketing the sale or rental of a Unit, unless combined with a prohibited activity.
- B-7. Supervision of Minors. For their own well-being and protection, persons who are legally incompetent or younger than eighteen (18) years must be under the general control and supervision of their parents or guardians at all times while on the Property.

C. OCCUPANCY STANDARDS

- C-1. Danger. As permitted by the federal Fair Housing Act Rules, no Unit may be occupied by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others.

D. FIRE AND SAFETY

- D-1. Safety. Each Resident is solely responsible for his or her own safety and for the safety, well-being, and supervision of his or her guests and any person on the Property to whom the Resident has a duty of care, control, or custody.
- D-2. Fires. No exterior fires are permitted on the Property.
- D-3. Intrusion Monitoring. Although the Unit may be wired for intrusion monitoring service, the Association is not the service provider to the Unit, and has no responsibility or liability for the availability for quality of the service, or for the maintenance, repair, or replacement of the wires, conduits, equipment, or other fittings relating to the contract service.
- D-4. Safety Equipment. No person may use, tamper with, or modify the fire and safety equipment, if any, in the Common Elements of the Property, such as alarms, extinguishers, monitors, and self-closing gates or doors. This Section may not be construed to require the installation or use of such equipment.

E. GENERAL USE AND MAINTENANCE OF UNIT

- E-1. Residential Use. Each Unit must be used solely for residential use, and may not be used for commercial or business purposes, except as permitted in the Declaration. This restriction does not prohibit a Resident from using his or her Unit for personal, business, or professional pursuits, provided that: (a) the non-residential use is incidental to the Unit's residential use; (b) the use conforms to applicable laws and ordinances; (c) there is no external evidence of the non-residential use; (d) the non-residential use does not entail visits to the Unit by the public, employees, suppliers, or clients; and (e) the non-residential use does not interfere with the use and enjoyment of neighboring Units.
- E-2. Annoyance. A Resident may not use his or her Unit in a way that: (a) annoys Residents of neighboring Units; (b) reduces the desirability of the Property as a residential community; (c) endangers the health or safety of other Residents; or (d) violates any law or any provision of the Documents.
- E-3. Maintenance. An Owner, at his or her expense, will maintain his or her Unit and keep it in good repair.
- E-4. Combustibles. A Resident may not store or maintain, anywhere on the Property – including within a Unit – explosives or materials capable of spontaneous combustion.
- E-5. Report Malfunctions. A Resident will immediately report to the Board his or her discovery of any leak, break, or malfunction in any portion of the Property which the Association has a duty

to maintain. A Resident who fails to promptly report a problem may be deemed negligent, in which case the Owner may be liable for any additional damage caused by the delay.

F. GENERAL USE & MAINTENANCE OF COMMON ELEMENTS

- F-1. Intended Use. Every area and facility in the Property may be used only for its intended and obvious use.
- F-2. Personal Property. The sidewalks, entrances, passages, driveways and similar portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Regime and the Units. No carts, bicycles, carriages, chairs, tables or other similar objects or personal property shall be stored in, on or upon the Common Elements, except in areas, if any, designated for such purposes. All personal property must be stored within an Owner's Unit.
- F-3. Grounds. Unless the Board designates otherwise, Residents may not use or abuse the landscaped areas, lawns, beds, and plant materials on the Common Elements.
- F-4. Abandoned Items. No item or object of any type may be stored, placed, or maintained anywhere on the General Common Elements, except by the Board or with the Board's prior written consent. Items of personal property found on the General Common Elements are deemed abandoned and may be disposed of by the Board.

G. COMMUNITY ETIQUETTE

- G-1. Courtesy. Each Resident will endeavor to use his or her Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Residents.
- G-2. Annoyance. A Resident will avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Residents or their guests, or the Association's employees and agents.
- G-3. Noise and Odors. Each Resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Residents of other Units.
- G-4. Parties. In planning private social functions at the Property, a Resident should be aware of the potential consequences on the Property's parking resources and on the sensibilities of other Residents.
- G-5. Reception Interference. Each Resident will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Property.

H. ARCHITECTURAL CONTROL; WORK UPON UNITS AND COMMON ELEMENTS

- H-1. Work upon Common Elements and Units. Notwithstanding any provision in the Declaration or these Rules to the contrary, no Owner or Resident shall perform or permit to be performed any work to any portion of: (i) the Owner's Unit, which work may require access to, over or through

the Common Elements or other Units or (ii) the Common Elements, without the prior consent of the Board of Directors except in case of an emergency. All such work may only be performed by a person who shall deliver to the Board of Directors prior to commencement of such work, in form satisfactory to the Board of Directors:

- a. releases of the Board of Directors and the Association for all claims that such Person may assert in connection with such work;
- b. indemnities of the Board of Directors and the Association, holding each and all of them harmless from and against any claims asserted for loss or damage to persons or property, including, but not limited to, Common Elements or other Units;
- c. certificates of insurance, including liability and workmen's compensation coverage, in amounts and with companies reasonably acceptable to the Board of Directors; and
- d. all other information and protections which the Board of Directors may reasonably require.

H-2. Window Treatments. An Owner MAY install window treatments inside his or her Unit, provided:

- a. The window treatment, including drapes, blinds, shades, or shutters, must appear to be (1) clear, (2) white, or (3) near-white light neutral tone when viewed from outside the Unit.
- b. The use of bed sheets, tablecloths, or other obviously non-drapery fabrics is expressly prohibited, even on a temporary basis.
- c. Aluminum foil, reflective window treatments, window tinting, and window decals or stickers are expressly prohibited.
- d. Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Board.

H-3. Prohibited Acts. In addition to the foregoing, a person may not:

- a. Post signs, notices, or advertisements in the Common Elements or in a Unit if the sign is visible from outside the Unit; other than signs permitted by *Section 11.18* of the Declaration.
- b. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding, or other similar items from windows, doors, balconies, patios, or passageways.
- c. Have bicycles or similar sporting equipment on balconies or patios.
- d. Install storm or screen doors and windows, including solar screen.

H-4. Easton Park Reviewer. All proposed improvements and modifications to the Regime must be approved in advance by the EP Condo Reviewer in accordance with the Declaration.

I. VEHICLE RESTRICTIONS

- I-1. **Permitted Vehicles.** To be permitted on the Property, a vehicle must be operable, and must display a current license tag and inspection sticker. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted on the Property without the Board's consent: trailers, boats, recreational vehicles, buses, large commercial trucks, industrial vehicles. Motorcycles, motorbikes, or other motorized vehicles may not be operated on the Property except to provide transportation to and from a Unit.
- I-2. **Repairs.** Washing, repairs, restoration, or maintenance (including oil changes) of vehicles is prohibited on driveways and parking areas, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- I-3. **Proper Placement.** No vehicle, including motorcycles, may be driven, parked, or placed anywhere on the Property except in designated areas. Motorcycles may not be chained to buildings, fences, or any other part of the Property, unless designated for that purpose.
- I-4. **Nuisances.** Each vehicle must be muffled and must be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns on the Property is discouraged. No vehicle may be kept on the Property if the Board deems it to be unsightly, inoperable, inappropriate, or otherwise violative of these Rules.
- I-5. **Obstructions.** No vehicle may be parked in a manner that impedes or prevents ready access to the Property or driveways. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard. No vehicle may be parked, even temporarily, in fire lanes, or in any area designated as "No Parking." Vehicles parked in violation of the Documents (including this provision) will be towed at the owner's expense.
- I-6. **Violations.** A vehicle in violation of these Rules may be stickered, wheel-locked, towed, or otherwise removed from the Property by the Board, at the expense of the vehicle's Owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

J. TRASH DISPOSAL

- J-1. **General Duty.** Resident will endeavor to keep the Property clean and will dispose of all refuse in receptacles designated specifically by the Association or by the applicable municipality for that purpose. Residents may NOT litter Common Elements.
- J-2. **Hazards.** Residents may NOT store trash inside or outside his or her Unit in a manner that may permit the spread of fire, odors, or seepage, or encouragement of vermin. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, Resident will ensure that the debris is thoroughly cold.
- J-3. **Trash and Recycling Containers.** Residents will place trash entirely within the designated receptacle, and may not place trash outside, next to, or on top of the receptacle. If a receptacle is full, Residents should locate another receptacle to hold his or her trash. Boxes and large objects should be crushed or broken down before placed in a receptacle. Receptacles are to be

closed at all times when not in use. Residents must arrange privately for removal of discarded furnishings or any unusually large volume of debris.

K. PETS

- K-1. Permitted Pets. A Resident may not keep or permit on the Property a pet or animal of any kind, except as permitted by these Rules and the Documents. Subject to these Rules, an Owner or Resident shall be allowed no more than three (3) household pets plus no more than two (2) birds in any Unit.
- K-2. Prohibited Animals. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for anywhere on the Property (as used in this paragraph, the term “domestic household pet” shall not mean or include non-traditional pets such as pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotic animals). In addition, no Resident may keep a dangerous or exotic animal, trained attack dog, or any other animal deemed by the Board to be a potential threat to the well-being of people or other animals. In the event that any regulatory authority (i.e. animal control) determines that an animal within the Property is dangerous or hazardous, then the owner of such animal shall be required to immediately remove the animal from the Property. No animal or housepet may be kept, bred, or maintained for any commercial purpose or for food.
- K-3. Outdoors. No pet is allowed on General Common Elements unless carried or leashed. No pet may be leashed to a stationary object on the Common Elements. Pets are not allowed in the Pool Area.
- K-4. Disturbance. Pets must be kept in a manner that does not disturb another Resident's rest or peaceful enjoyment of his or her Unit or the Common Elements. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.
- K-5. Damage. Each Resident is responsible for any property damage, injury, or disturbance his or her pet may cause or inflict. A RESIDENT WHO KEEPS A PET ON THE PROPERTY IS DEEMED TO INDEMNIFY AND AGREES TO HOLD HARMLESS THE BOARD, THE ASSOCIATION, AND OTHER OWNERS AND RESIDENTS, FROM ANY LOSS, CLAIM, OR LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM ANY ACTION OF HIS OR HER PET OR ARISING BY REASON OF KEEPING OR MAINTAINING THE PET ON THE PROPERTY.
- K-6. Pooper Scooper. Each Resident is responsible for the removal of his or her pet's wastes from the Common Elements. The Board may levy a fine against a Unit and its Owner each time feces are discovered on the Common Elements and attributed to an animal in the custody of that Unit's Resident.
- K-7. Removal. If a Resident or his or her pet violates these Rules, or if a pet creates a noise, odor, or other disturbance or nuisance, the Resident or person having control of the animal may be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than 10 days), the Resident, upon written notice from the Board, may be required to remove the animal. Each Resident agrees to permanently remove his

or her violating animal from the Property within 10 days after receipt of a removal notice from the Board.

L. MISCELLANEOUS

- L-1. Right to Hearing. An Owner may request in writing a hearing by the Board regarding an alleged breach of these Rules by the Owner or any person for whom the Owner is responsible. The Board will schedule a hearing within 30 days after receiving the Owner's written request. At the hearing, the Board will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or written communication.
- L-2. Mailing Address. An Owner who receives mail at any address other than the address of his or her Unit must maintain with the Association his or her current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Documents may be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit is deemed effective for purposes of delivery.
- L-3. Revision. These Rules are subject to being revised, replaced, or supplemented, and Owners and Residents are urged to contact the Association to verify the rules currently in effect on any matter of interest. These Rules will remain effective until 10 days after an Owner of each Unit has been given a notice of the amendment or revocation of these Rules.
- L-4. Other Rights. These Rules are in addition to and in no way whatsoever detract from the rights of the Association under the other Documents and Applicable Law.

ATTACHMENT 4

ASSESSMENT COLLECTION POLICY

EP Residential Condominiums is a condominium regime created by and subject to the Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded or to be recorded in the Official Public Records of Travis County, Texas, as it may be amended from time to time (the “**Declaration**”). As a condominium regime, EP Residential Condominiums is also subject to State laws, including Chapter 82 of the Texas Property Code -- the Texas Uniform Condominium Act (“**TUCA**”). The operation of EP Residential Condominiums is vested in EP Residential Condominiums Association, Inc. (the “**Association**”), acting through its board of directors (the “**Board**”). The Association is empowered to enforce the covenants of the Declaration, including the obligation of owners to pay assessments. In addition to rights and remedies of the Association under the Declaration, TUCA gives the Association, acting through the Board:

1. Authority to impose interest and late charges for late payments of assessments, and returned check charges. §82.102(a)(12)
2. Authority to adopt and amend rules regulating the collection of delinquent assessments and the application of payments. §82.102(a)(13);
3. Authority to adopt and amend rules regulating the termination of utility service to a Unit, the Owner of which is delinquent in the payment of an assessment that is used, in whole or in part, to pay the cost of that utility. §82.102(a)(14);
4. Authority to suspend the voting privileges of or the use of certain general common elements by an Owner delinquent for more than thirty (30) days in the payment of assessments. §82.102(a)(17); and
5. A private power of sale to foreclose the assessment lien nonjudicially, subject to a limited right of redemption by the Unit Owner. §82.113.

To establish equitable policies and procedures for the collection of delinquent assessments, the EP Condo Declarant hereby adopts this policy for the benefit of the Association, as part of the initial project documentation.

SECTION 1. DELINQUENCIES, LATE CHARGES & INTEREST

- 1-A. Due Date. An Owner will timely and fully pay all Assessments. Regular Assessments are due and payable on the first calendar day of each month. Special, Individual, Utility and Deficiency Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within ten (10) days after notice of the Special, Individual, Utility or Deficiency Assessment is given. Master Assessments are due as required under the Master Declaration.
- 1-B. Delinquent. Any assessment that is not fully paid when due is delinquent. When the account of a Unit becomes delinquent, it remains delinquent until paid in full – including collection costs and late fees.

- 1-C. Late Fees & Interest. If the Association does not receive full payment of a Regular Assessment by 5:00 p.m. on the fifth (5th) calendar day of the month, the Association may levy a late fee of \$25 per month and/or interest of ten percent (10%) per annum from the first day of delinquency until the delinquency is paid in full. After the initial month of delinquency, a late fee of \$25 may be on the first day of each month the account is delinquent until the account is current.
- 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 \$25 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 not be waived by the Board, unless a majority of the Directors determines that extraordinary circumstances warrant an adjustment to the account, in which case the adjustment must be described in detail in the minutes of the Board's meeting. Because of the potential for inadvertently effecting a waiver of the policies contained in this policy, the Board will exercise caution in granting adjustments to an Owner's account.

SECTION 2. INSTALLMENTS & ACCELERATION

If a Special or Deficiency 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 that assessment. A Special or Deficiency 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 will 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) Collection costs and attorneys' fees
- (2) Fines
- (3) Reimbursable expenses
- (4) Late charges and interest
- (5) Delinquent Individual Assessments
- (6) Delinquent Deficiency Assessments

- (7) Delinquent Special Assessments
- (8) Delinquent Utility Assessments
- (9) Delinquent Regular Assessments
- (10) Current Individual Assessments
- (11) Current Deficiency Assessments
- (12) Current Special Assessments
- (13) Current Utility Assessments
- (14) Current Regular Assessments

- 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 Unit'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

The defaulting Owner is 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, which amounts are secured by a lien against the Unit.

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 managing agent, 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 one or more written notices 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. Collection by Attorney. After giving the Owner notice of the delinquency, the Association may refer the delinquent account to an attorney for collection. In that event, the defaulting Owner will be liable to the Association for its legal fees and expenses.
- 5-D. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lienholders, including the mortgage company.
- 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. Notice of Lien. The Association may cause a notice of the Association's assessment lien against the Unit to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may be sent to his or her mortgage holder.
- 5-H. Foreclosure of Lien -- Nonjudicially. The Board may instruct an attorney, officer, or agent of the Association to notify the defaulting Owner of the Association's intent to foreclose its assessment lien, to post the property for public auction, and to conduct a public auction of the Unit on the steps of the county courthouse in accordance with Applicable Law and the Association's documents. The Board may not foreclose a lien consisting solely of fines or securing money for which the Association has obtained a personal money judgment.
- 5-I. Foreclosure of Lien -- Judicially. The Association may file suit against the Owner for judicial foreclosure of the Association's assessment lien. This action may be combined with a claim against the Owner's personal liability, for recovery of a money judgment.
- 5-J. Lawsuit for Owner's Personal Liability. Whether or not the Association forecloses the Association's assessment lien, the Board may file a lawsuit for a personal judgment against the defaulting Owner, and may execute on the judgment.
- 5-K. Possession Following Foreclosure. If the Association purchases the Unit at public auction, the Board may immediately institute actions to recover possession.

- 5-L. Limited Right of Redemption. If the Association buys a Unit at the nonjudicial foreclosure sale of its assessment lien, the Association's ownership is subject to a ninety (90) day right of redemption by the Owner. TUCA's statutory right of redemption does not apply to judicial foreclosures or foreclosures of judgment liens.
- 5-M. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.
- 5-N. Cancellation of Debt. If the Board deems the debt 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-O. Suspension of Voting Rights. The Association may suspend the voting rights of an Owner whose account with the Association is delinquent for at least thirty (30) days.
- 5-P. Suspension of Use of Certain Facilities or Services. The Association may suspend the use of the any Common Element 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 will 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 Association's Documents and 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 law, the excess amount will be applied to the reduction of unpaid Special and Regular Assessments, or reimbursed to the Owner if those Assessments are paid in full.
- 6-D. 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 upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that two (2) or more persons own a Unit, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one Resident is deemed notice to all Residents. 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-E. Definitions. Words and phrases used in this policy have the same meanings given to them by the Declaration.
- 6-F. Amendment of Policy. This policy will remain effective until ten (10) days after the Association delivers to an Owner of each Unit notice of amendment or revocation of this policy. The notice may be published and distributed in an Association newsletter or other community-wide publication.

ATTACHMENT 5

FINE POLICY

1. **Background.** This fine policy is based on the requirements of Sec. 82.102(d) and (e) of TUCA. To establish policies and procedures for fining under TUCA, the EP Condo Declarant adopts this policy for the benefit of the Association, as part of the initial project documentation.
2. **Policy.** The Association uses fines to discourage violations of the Documents, and to encourage compliance when a violation occurs - not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Documents. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation, nor may the Association use fines to the exclusion of other remedies.
3. **Owner's Liability.** An Owner is liable for fines levied by the Association for violations of the Documents by the Owner, the Residents of the Unit, and the relatives, guests, employees, and agents of the Owner and Residents. Regardless of who performs the violation, the Association will direct its communications to the Owner, although the Association may send copies of its notices to the resident.
4. **Violation Notice.** Before levying a fine, the Association will give the Owner a written violation notice via certified mail, return receipt requested, and an opportunity to be heard, if requested by the Owner. This requirement may not be waived. The Association's written violation notice will contain the following items: (1) the date the violation notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due to the Association from the Owner; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation; (5) the timeframe in which the violation is required to be cured to avoid the fine or suspension; (6) the amount of the fine; (7) a statement that no later than the thirtieth (30th) day after receiving the notice, the Owner may request a hearing pursuant to Section 82.102 of TUCA; and (8) a statement informing the Owner that they may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section *et seq*), if the Owner is serving on active military duty. The notice sent out pursuant to this paragraph is further subject to the following:
 - a. **First Violation.** If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding twelve (12) months, the notice will state those items set out in (1) – (8) above, along with a specific timeframe by which the violation must be cured to avoid the fine. The notice must state that any future violation of the same rule may result in the levy of a fine.
 - b. **Repeat Violation – No Cure within 12 Months.** If the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding twelve (12) months but commits the violation again, the notice will state those items set out in (1) - (3), (6) and (8) above, but will also state that because the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding twelve (12) months but has not cured the violation, then the Owner will

be fined pursuant to the Schedule of Fines to be adopted from time to time by the Board (the “**Schedule of Fines**”).

- c. Continuous Violation. After an Owner has been notified of a violation as set forth herein and assessed fines in the amounts set forth in the Schedule of Fines, if the Owner has never cured the violation in response to either the notices or the fines, in its sole discretion, the Board may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.
 - d. Notice to Resident. In addition to giving the written violation notice to the Owner, the Board may also give a copy of the notice to the non-Owner resident, if the Board deems it appropriate.
5. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the “**Request**”) to the Association’s manager (or the Board if there is no manager) within thirty (30) days after receiving the violation notice.
6. Pending Hearing. Pending the hearing, the Board may continue to exercise the Association’s other rights and remedies for the violation, as if the declared violation were valid. The Owner’s request for a hearing suspends only the levy of the fine or the abatement action described in the notice.
7. Hearing. The hearing will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner may attend the hearing in person, or may be represented by another person or written communication. No audio or video recording of the hearing may be made.
8. Minutes of Hearing. The minutes of the hearing must contain a statement of the results of the hearing and the amount of fine, if any, imposed, or abatement action, if any, authorized. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the hearing, the notice requirement will be deemed satisfied.
9. Levy of Fine. The Association must notify an Owner of a levied fine or damage charge no later than the thirtieth (30th) day after the date of the levy under Section 82.102(e) of TUCA. A fine levied at a hearing requested by the Owner at which the Owner is present shall satisfy the notice requirement if the Board announces its decision to the Owner at the hearing. Otherwise, any fine or damage charge levied shall be reflected on the Owner’s periodic statement of account or delinquency notices so long as such periodic statement or notice is provided to the Owner not later than the thirtieth (30th) day after the date the fine or damage charge is levied by the Board.
10. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. If circumstances warrant a variance from the schedule, the Board will document the reasons for the variance in the minutes of its meeting. The amount and cumulative total of a fine must be reasonable in comparison to the

violation, and should be uniform for similar violations of the same provision of the Documents. If the Association allows fines to accumulate, it will establish a maximum amount for a particular fine, at which point the total fine will be capped.

11. Type of Levy. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, monthly, or quarterly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.
12. Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines. The Board may adopt a collection policy that applies Owners' payments to unpaid fines before retiring other types of assessments.
13. Additional Enforcement Rights. Notwithstanding the notice and hearing requirement, the Board may take immediate and appropriate action, without giving the notices required in this Article, against violations of the Documents which, in the Board's opinion, are: (i) self-evident, such as vehicles parked illegally or in violation of posted signs; (ii) threatening to life or property; or (iii) repeat violations of the same provision by the same Owner to whom prior notices and demands have been given for the same violation. Further, the provisions of this Article do not apply to specific remedies provided in the Documents for certain violations, such as nonpayment of assessments.
15. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until ten (10) days after the Association delivers to an Owner of each Unit notice of amendment or revocation of this policy. The notice may be published and distributed in an Association newsletter or other community wide publication.

ATTACHMENT 6

CERTIFICATION & ACKNOWLEDGMENT

As the EP Condo Declarant of EP Residential Condominiums and the initial and sole member of EP Residential Condominiums Association, Inc. (the "**Association**"), I certify that the foregoing EP Residential Condominiums Policy Manual was adopted for the benefit of the Association as part of the initial project documentation for EP Residential Condominiums, located in Travis County, Texas. This Policy Manual becomes effective when recorded.

SIGNED on this 8th day of March, 2019.

EP CONDO DECLARANT:

CARMA EASTON LLC,
a Texas limited liability company

By: _____

Printed Name: CHAD MATHESON

Title: CFO

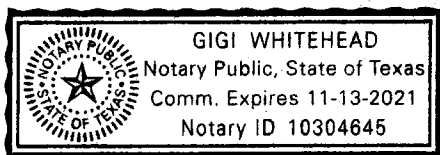
THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 7th day of March, 2019, by Chad Matheson, CFO of **CARMA EASTON LLC**, a Texas limited liability company on behalf of said limited liability company.

(SEAL)



Gigi Whitehead
Notary Public Signature



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

March 08 2019 02:56 PM

FEE: \$ 186.00 **2019032681**

EXHIBIT D

PROPOSED BUDGET FOR EP RESIDENTIAL CONDOMINIUMS ASSOCIATION, INC.

**EP Condo Association 2A
Annual Budget**

Condo Assessment	\$	7.00
Service Area Assessment	\$	20.00
Master Assessment	\$	50.00
Total Assessment	\$	77.00

Year	2019
Absorption	55
Total Units	245

REVENUE		
ASSESSMENTS	\$4,620	
SERVICE AREA ASSESSMENT*	\$13,200	*Pass through cost to the Master
MASTER HOA ASSESSMENT**	\$33,000	**Pass through cost to the Master charged to developer transferred units
RESERVE FUND FEE (\$50 on Transfer)	\$2,750	
DEVELOPER SUBSIDY***	\$16,380	***Developer Subsidy is an estimate based on actual expenses.
TOTAL REVENUE	\$69,950	
EXPENSES		
GROUNDS		
Service Area Mowing ****	\$13,200	****Service area assessment per developer transferred unit paid to Master Association
TOTAL GROUNDS	\$13,200	
ADMINISTRATION		
Accounting	\$2,800	
Master HOA*	\$33,000	
Postage	\$500	
Insurance	\$3,000	
Management	\$14,700	
TOTAL ADMINISTRATION	\$54,000	
RESERVES		
General Fund	\$2,750	
TOTAL EXPENSES	\$69,950	
(SUBSIDY)/INCOME	\$	-

EXHIBIT E

LIMITED WARRANTY



THE LIMITED WARRANTY

10 YEAR WRITTEN WARRANTY FOR NEW HOMES



Warranty Confirmation

Your Warranty consists of your Limited Warranty book and your Warranty Confirmation. AFTER 60 days from your closing, you may obtain your Warranty Confirmation at confirm.homeoftexas.com. You do not have a warranty without the Warranty Confirmation. If you do not have access to the Internet, please contact the plan Administrator to obtain your Limited Warranty book and Warranty Confirmation.

This Limited Warranty does not cover consequential or incidental damages. The Warrantor's total aggregate liability of this Limited Warranty is limited to the Final Sales Price listed on the Application For Warranty form.

The Builder makes no housing merchant implied warranty or any other warranties, express or implied, in connection with the attached sales contract or the warranted Home, and all such warranties are excluded, except as expressly provided in this Limited Warranty. There are no warranties which extend beyond the face of this Limited Warranty.

Some regulating agencies do not allow the exclusion or limitation of incidental or consequential damages by the Builder so all of the limitations or exclusions of this Limited Warranty may not apply to you.

For your Limited Warranty to be in effect, you should receive the following documentation:

Limited Warranty #8319 • Application For Warranty form #8316 (Refer to I.B.3 for applicability) • Warranty Confirmation



Insurer: Warranty Underwriters Insurance Company

WUIC #8319 Rev. 10/17 © 1995 Harrisburg, PA

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the company's toll-free telephone number for information or to make a complaint at: (800) 445-8173.

You may also write to Warranty Underwriters Insurance Company at:

WUIC
5300 Derry Street
Harrisburg, PA 17111

HOME of Texas (ADMINISTRATOR)
5300 Derry Street
Harrisburg, PA 17111

OR

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: (800) 252-3439

You may contact the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 475-1771
Web: <http://www.tdi-state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

HOME OF TEXAS



Dear Home Buyer,

Congratulations on the purchase of your new Home. This is probably one of the largest, most important investments you've ever made and we wish you many years of enjoyment. You've chosen a Home built by a leading Builder which includes the HOME of Texas Limited Warranty, assurance that your investment is well protected. This book explains the Limited Warranty in its entirety, and we encourage you to take time to READ IT CAREFULLY.

This Limited Warranty provides you with protection in accordance with this warranty book for ten full years of Home ownership. During the first two years, your Builder is responsible for specified warranty obligations. In the unlikely event your Builder is unable or unwilling to perform, the Warranty is provided subject to the conditions, terms and exclusions listed. For the remaining eight years, your Warranty applies to Major Structural Defects as defined in this book.

This is not a warranty service contract, but a written ten year limited warranty which your Builder has elected to provide with your Home.

Take time now to read this book. Familiarize yourself with the Warranty and its limitations. Contact your Builder regarding specific construction standards and how they apply to your Home.

Again, congratulations and enjoy your new Home!

Very truly yours,
HOME OF TEXAS

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HOME OF TEXAS
5300 Derry Street, Harrisburg, PA 17111
717-561-4480

DEFINITIONS

SECTION I.

A. Introduction

To help you better understand your Limited Warranty, refer to the following list of definitions which apply in this book.

B. Definitions*

1. Administrator

HOME of Texas (HOME) is the Administrator of this Limited Warranty. HOME is neither Warrantor nor Insurer.



2. Appliances and Items of Equipment, including Attachments and Appurtenances

Water heaters, pumps, stoves, refrigerators, compactors, garbage disposals, ranges, dishwashers, washers and dryers, bathtubs, sinks, commodes, faucets, light fixtures, switches, outlets, thermostats, furnaces and oil tanks, humidifiers, oil purifiers, air conditioning materials, in-house sprinkler systems and similar items.

3. Application For Warranty form

The form signed at closing by you, the Purchaser, and your Builder which identifies the location, the Effective Date Of Warranty and the Final Sales Price of the enrolled Home. If the Builder is participating in the HOME electronic enrollment process, the Application for Warranty form is eliminated. This information will be included on your Warranty Confirmation.

4. Arbitrator

The person appointed by the independent arbitration service to resolve an Unresolved Warranty Issue.

5. Builder

The person, corporation, partnership or other entity which participates in the HOME Limited Warranty Program and has obtained this Limited Warranty for you.

6. Consequential Damages

All consequential damages including, but not limited to, damage to the Home that is caused by a warranted Defect but is not itself a warranted Defect and costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs.

7. Cooling, Ventilating and Heating Systems

All ductwork, refrigerant lines, steam and water pipes, registers, convectors and dampers.

8. Defect

A condition of any item warranted by this Limited Warranty which exceeds the allowable tolerance specified in this Limited Warranty. Failure to complete construction of the Home or any portion of the Home, in whole or in part, is not considered a Defect.

9. Effective Date Of Warranty

The date coverage begins as specified on the Application For Warranty form or on your Warranty Confirmation if your Builder is participating in the electronic enrollment process.*

10. Electrical Systems

All wiring, electrical boxes and connections up to the house side of the meter base.

11. HOME of Texas (HOME)

See Administrator.

12. Home

The single family dwelling, identified on the Application for Warranty form, which may be a townhome or duplex.

13. Insurer

Warranty Underwriters Insurance Company (WUIC). Located at 5300 Derry Street, Harrisburg, PA 17111, phone: 800-445-8173. (*Refer to Section IV. for instructions on requesting warranty performance.*)

14. Limited Warranty

The terms and conditions contained in this book including any applicable addenda.

15. Major Structural Defects (MSD)*

All of the following conditions must be met to constitute a Major Structural Defect:

- a. Actual physical damage to one or more of the following specified load-bearing components of the Home;

- b. Causing the failure of the specific major structural components; and
- c. Which affects its load-bearing function to the degree that it materially affects the physical safety of the occupants of the Home.

Load-bearing components of the Home deemed to have MSD potential:

- (1) roof framing members (rafters and trusses);
- (2) floor framing members (joists and trusses);
- (3) bearing walls;
- (4) columns;
- (5) lintels (other than lintels supporting veneers);
- (6) girders;
- (7) load-bearing beams; and
- (8) foundation systems and footings.

Examples of non-load-bearing elements deemed not to have Major Structural Defect potential:

- (1) non-load-bearing partitions and walls;
- (2) wall tile or paper, etc.;
- (3) plaster, laths or drywall;
- (4) flooring and subflooring material;
- (5) brick, stucco, stone, veneer, or exterior wall sheathing;
- (6) any type of exterior siding;
- (7) roof shingles, sheathing* and tar paper;
- (8) Heating, Cooling, Ventilating, Plumbing, Electrical and mechanical Systems;
- (9) Appliances, fixtures or Items of Equipment; and
- (10) doors, windows, trim, cabinets, hardware, insulation, paint and stains.

16. Owner

See Purchaser.

17. Plumbing Systems

All pipes located within the Home and their fittings, including gas supply lines and vent pipes.

18. Purchaser

You. The Purchaser includes the first buyer of the warranted Home and any and all subsequent Owners who take title within the warranty period.

19. Residence

See Home.

20. Sewage Disposal System (Private or Public)

This system includes, but is not limited to, all waste, drainage, sewer pipes and lines, cleanouts, tanks, pumps, drainfields and seepage pits, outside and beyond the exterior wall of the Home.

21. Structurally Attached

An integral part of the Home being structurally supported by footings, block walls or reinforced concrete and connected to the foundation of the Home.

22. Unresolved Warranty Issue

All requests for warranty performance, demands, disputes, controversies and differences that may arise between the parties to this Limited Warranty that cannot be resolved among the parties. An Unresolved Warranty Issue may be a disagreement regarding:

- a. the coverages in this Limited Warranty;
- b. an action performed or to be performed by any party pursuant to this Limited Warranty;
- c. the cost to repair or replace any item covered by this Limited Warranty.

23. Warrantor

Your Builder in Years 1 and 2; the Insurer in Years 3 through 10 and in Years 1 and 2 if your Builder defaults.

24. Warranty Confirmation

The document you obtain by going to confirm.homeoftexas.com and then following the directions to validate your warranty. It includes your Validation Number, Effective Date of Warranty, Term of Coverage and applicable Addenda.

25. Water Supply System (Private or Public)

This system includes, but is not limited to, all supply and distribution pipes, fittings, valves, pumps and wells, outside the exterior wall of the Home, which supply water to the Home.

SECTION I.

SECTION II.

A. Introduction to the Limited Warranty

1. This book provides specific details, conditions and limitations of the Limited Warranty including procedures for requesting warranty performance and for binding arbitration, in accordance with the procedures of the Federal Arbitration Act. Additional information may be received by calling HOME at (717) 561-4480. Read this document in its entirety to understand the protection it affords, the exclusions applicable to it, the Warranty Standards which determine its interpretations and operation and your responsibilities.
2. This is NOT an insurance policy, a maintenance agreement or a service contract. It is an explanation of what you, the Purchaser, can expect from this Limited Warranty.
3. Appliances and Equipment included in the Home are not warranted under this Limited Warranty, but may be covered by separate warranties provided by the manufacturer or supplier. These warranties are passed on to you by your Builder at closing and are separate from this Limited Warranty.
4. You are responsible for maintenance of your new Home. General and preventative maintenance are required to prolong the life of your new Home.
5. This Limited Warranty is **automatically transferred** to subsequent Owners during the ten-year term of this Limited Warranty, except in the case of a foreclosure that voids the warranty as provided in Section II.A.6.*
6. This Limited Warranty becomes void and all obligations on the part of Warrantor cease as of the date an Owner vacates the Home due to foreclosure proceedings.*
7. This Limited Warranty is subject to changes required by HUD. FHA and VA have mandated the additions noted in the Addendum Section of this Limited Warranty book. Notations throughout indicate where the Addendum applies.

B. The Limited Warranty

1. **Actions taken to cure Defects will NOT extend the periods of specified coverages in this Limited Warranty.**
2. Only warranted items which are specifically designated in the Warranty Standards are covered by this Limited Warranty.
3. The Warrantor has the choice to repair, replace or pay the reasonable cost to repair or replace

warranted items which do not meet the Warranty Standards and are not excluded in the Limited Warranty.

4. If a warranted MSD occurs during the appropriate coverage period, and is reported as required in **Section IV**, the Warrantor will repair, replace or pay you the reasonable cost to repair or replace the warranted MSD, limited to actions necessary to restore the MSD to its load-bearing capacity.

C. Warranty Coverage

1. **One Year Coverage:** Your Builder warrants that for a period of one (1) year after the Effective Date Of Warranty, warranted items will function and operate as presented in the Warranty Standards of Year 1, **Section III.A**. Coverage is **ONLY** available where specific Standards and Actions are represented in this Limited Warranty.*
2. **Two Year Coverage:** Your Builder warrants that for a period of two (2) years from the Effective Date Of Warranty, specified portions of the Heating, Cooling, Ventilating, Electrical and Plumbing Systems, as defined in this Limited Warranty, will function and operate as presented in the Warranty Standards of Years 1 and 2 only, **Section III.B**.
3. **Ten Year Coverage:** Major Structural Defects (MSD) are warranted for ten (10) years from the Effective Date Of Warranty.

Your Builder is the Warrantor during Years 1 and 2 of this Limited Warranty and the Insurer is the Warrantor in Years 3 through 10.

D. Conditions*

1. This Limited Warranty provides coverage only in excess of coverage provided by other warranties or insurance, whether collectible or not.
2. This Limited Warranty is binding on the Builder and you and your heirs, executors, administrators, successors and assigns.
3. This Limited Warranty shall be interpreted and enforced in accordance with the laws of the State of Texas.
4. This Limited Warranty is separate and apart from your contract and/or other sales agreements with your Builder. It cannot be affected, altered or amended in any way by any other agreement which you may have.
5. This Limited Warranty cannot be modified, altered or amended in any way except by a formal written instrument signed by you, your Builder and the Administrator.

6. If any provision of this Limited Warranty is determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.
7. All notices required under this Limited Warranty must be in writing and sent by email or certified mail, return receipt requested. If you send your written notice by email, your written notice must be sent to warranty.resolution@homeoftexas.com. The written notice will not be considered received without a valid confirmation of receipt number. If you do not receive a confirmation of receipt number within 48 hours of emailing your written notice, contact HOME by calling (717) 561-4480 and request to speak with the Warranty Resolution Department's Customer Service. If sending your written notice by certified mail, return receipt requested, it must be postage prepaid, to the recipient's address shown on the Application for Warranty form, or to whatever address the recipient may designate in writing.
8. If actions by the Warrantor on any obligations under this Limited Warranty are delayed by an event beyond its control, such performance will be excused until the delaying effects of the event are remedied. Such events include, but are not limited to, acts of God, acts of the common enemy, war, riot, civil commotion or sovereign conduct, or acts or omissions by you or any other person not a party of this Limited Warranty.
9. If your Builder fails to complete any part of the Home that is reasonably foreseeable to cause damage to the Home, then it is your responsibility to complete such parts of the Home to avoid the damage. If you fail to complete the work, then any resulting damage is not covered under this Limited Warranty. The warranty period for any item completed after the Effective Date of Warranty shall be deemed to have commenced on the Effective Date of Warranty.*
10. Costs incurred for unauthorized repairs to warranted items are not reimbursable. Written authorization prior to incurring expenses must be obtained from the Administrator.*
11. Whenever appropriate, the use of one gender includes all genders and the use of the singular includes the plural.
12. Under this Limited Warranty, the Warrantor is not responsible for exact color, texture or finish matches in situations where materials are replaced or repaired, or for areas repainted or when original materials are discontinued.

13. Your Builder must assign to you all manufacturers' warranties on products included in the Final Sales Price of your Home. Neither the Insurer nor the Administrator shall be liable for your Builder's failure to do so.
14. You are responsible for establishing a written, final walk-through inspection list of items in need of service prior to occupancy or closing, whichever is first. This list must be signed and dated by you and your Builder. Keep a copy for your records.

E. Exclusions

The following are NOT covered under this Limited Warranty:

1. Loss or damage:
 - a. to land.
 - b. to the Home, persons or property directly or indirectly caused by insects, birds, vermin, rodents, or wild or domestic animals.
 - c. which arises while the Home is used primarily for non-residential purposes.
 - d. which is covered by any other insurance or for which compensation is granted by legislation.*
 - e. resulting directly or indirectly from flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these (whether or not driven by wind), water which backs up from sewers or drains, changes in the water table which were not reasonably foreseeable, water below the surface of the ground (including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool, or other structure), wetlands, springs or aquifers.*
 - f. from normal deterioration or wear and tear.



SECTION II.

THE LIMITED WARRANTY



SECTION II.

- g. caused by material or work supplied by anyone other than your Builder or its employees, agents or subcontractors.
 - h. after Year 1, to, resulting from, or made worse by all components of structurally attached decks, balconies, patios, porches, stoops, porch roofs and porticos.
 - i. after Year 1, to, resulting from, or made worse by elements of the Home which are constructed separate from foundation walls or other structural elements of the Home such as, but not limited to, chimneys and concrete floors of basements and attached garages.
 - j. to wiring, to and between communication devices from the source of power, whether or not connected to the interior wiring system of the Home. Such devices shall include, but not be limited to, telephone systems, television cable systems, intercom systems, computer systems and security systems. Sources of power shall include, but not be limited to, service entrance conductors, switches, outlets, receptacles and junction boxes.
 - k. to, or caused by, recreational facilities; driveways; walkways; patios, porches and stoops not structurally attached; decks and balconies which are not bolted to or cantilevered from the main structure of the Home; boundary and/or retaining walls; bulkheads; fences; landscaping, sodding, seeding, shrubs, trees and plantings; subsurface drainage systems (other than footer drains); lawn sprinkler systems; off-site improvements, including streets, sidewalks, adjacent property and the like; or any other improvements not part of the Home itself.
 - l. caused by any item listed as an additional exclusion on the Application for Warranty form.
2. Loss or damage resulting from, or made worse by:
- a. changes in the grading of the property surrounding the Home by anyone except your Builder or its employees, agents or subcontractors.
 - b. changes in grading caused by erosion.
 - c. modifications or additions to the Home, or property under or around the Home, made after the Effective Date Of Warranty (other than changes made in order to meet the obligations of this Limited Warranty).
 - d. intrusion of water into crawl spaces.*
 - e. the weight and/or performance of any type of waterbed or any other furnishing which exceeds the load-bearing design of the Home.
 - f. the presence or consequence of unacceptable levels of radon, formaldehyde, carcinogenic substances or other pollutants and contaminants; or the presence of hazardous or toxic materials resulting in uninhabitability or health risk within the Home.
 - g. acts or omissions by you, your agents, employees, licensees, invitees; accidents, riots, civil commotion, nuclear hazards, acts of God or nature, fire, explosion, blasting, smoke, drought, water escape, windstorms, tropical storms, hurricanes, hail, lightning, ice, snow, falling trees, aircraft, vehicles, flood, mud slides, sinkholes, mine subsidence, faults, crevices, earthquake, land shock waves or tremors occurring before, during or after a volcanic eruption, or manmade events such as war, terrorism or vandalism.
 - h. your failure to perform routine maintenance.
 - i. your failure to minimize or prevent such loss or damage in a timely manner.
 - j. defects in, but not limited to: recreational facilities; driveways; walkways; patios, porches and stoops not structurally attached; decks and balconies which are not bolted to or cantilevered from the main structure of the Home; boundary and/or retaining walls; bulkheads; fences; landscaping, sodding, seeding, shrubs, trees and plantings; subsurface drainage systems (other than footer drains); lawn sprinkler systems; off-site improvements, including streets, sidewalks, adjacent property and the like; or any other improvements not part of the Home itself.
 - k. defects in detached garages or outbuildings (except those which contain Plumbing, Electrical, Heating, Cooling or Ventilating Systems serving the Home, and then only to the extent where Defects would affect these systems). A detached garage is one which is constructed on its own foundation, separate and apart from the foundation of the Home. A breezeway, fence, utility line or similar union shall not cause a garage or outbuilding to be considered attached.

- l. negligent maintenance or operation of the Home and its systems by anyone other than your Builder or its agents, employees or subcontractors.
 - m. any portion of a Water Supply System, private or public, including volume and pressure of water flow.*
 - n. quality and potability of water.
 - o. any portion of a Sewage Disposal System, private or public, including design.*
 - p. dampness, condensation or heat build-up caused by your failure to maintain proper ventilation.*
3. Failure of your Builder to complete construction of the Home or any part of the Home on or before the Effective Date Of Warranty or damages arising from such failure. An incomplete item is not considered a Defect, although your Builder may be obligated to complete such items under separate agreements between you and your Builder.
 4. Any deficiency which does not result in actual physical damage or loss to the Home.
 5. Any Consequential Damages.*
 6. Personal property damage or bodily injury.
 7. Violation of applicable Building Codes or ordinances unless such violation results in a Defect which is otherwise covered under this Limited Warranty. Under such circumstances, the obligation of the Warrantor under this Limited Warranty shall only be to repair the defective warranted portion of the Home, but not to restore or bring the Home to conform to code.
 8. Any request for warranty performance submitted to the Administrator after an unreasonable delay or later than thirty (30) days after the expiration of the applicable warranty period.
 9. Warranted Defects that you repair without prior written authorization of the Administrator.*



10. Any damages to, or resulting from a swimming pool whether located within or outside the Home, as a result of its construction, placement, use, equipment, maintenance, etc.
11. The removal and/or replacement of items specifically excluded from coverage under this Limited Warranty, such as landscaping or personal property, and items not originally installed by your Builder, such as wallpaper, where removal and replacement are required to execute a repair.
12. Any Defect consisting of, caused by, contributed to, or aggravated by moisture, wet or dry rot, mold, mildew, fungus or rust, regardless of the originating cause of any moisture or water penetration that leads to the Defect.
13. Sound transmission and sound proofing between rooms or floor levels.
14. Appliances and Equipment included in the Home are not warranted under this Limited Warranty, but may be covered by separate warranties provided by the manufacturer or supplier. These warranties are passed on to you by your Builder at closing and are separate from this Limited Warranty. Damage caused by improper maintenance or operation, negligence, or improper service of these items by you or your agent will not be covered under this Limited Warranty.
15. Modifications or additions to the Home, or property under or around the Home, made after the Effective Date of Warranty (other than changes made in order to meet the obligations of this Limited Warranty).

F. Limitation of Liability

1. The Warrantor's liability and obligations are limited to the repair, replacement or the payment of the reasonable cost of repair or replacement of warranted items not to exceed an aggregate equal to the Final Sales Price of the Home as listed on the Application For Warranty form or in the absence of an Application For Warranty form, as otherwise provided to the Administrator by the Builder. The choice to repair, replace or make payment is the Warrantor's.
2. All other warranties, express or implied, including, but not limited to, all implied warranties of fitness, merchantability or habitability, are disclaimed and excluded to the extent allowed by law.

SECTION II.



WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

1. FOUNDATIONS

SECTION III.

OBSERVATION	ACTION REQUIRED	COMMENTS
BASEMENT		
1.1 Cracks appear in control joints.	No action required.	The expansion/contraction joint is placed to control cracking. This is not a deficiency.
1.2 Uneven concrete floors in finished areas of a basement.	Builder will correct those areas in which Defect exceeds 3/8 in. within a 32 in. measurement.	In rooms not initially finished as living areas or where a floor or a portion of a floor surface has been designed for specific drainage purposes, a slope which exceeds 3/8 in. within a 32 in. measurement is not a deficiency.
1.3 Cracks in poured concrete foundation walls.	Builder will correct any crack which exceeds 1/4 in. in width.	Shrinkage cracks are common and should be expected. Surface patching and epoxy injections are examples of acceptable repair methods.
1.4 Cracks in block or veneer wall.	Builder will correct cracks which exceed 1/4 in. in width.	Some cracks are common through masonry and mortar joints. Cracks 1/4 in. or less are considered routine Owner maintenance.
1.5 Leaks resulting in actual flow or trickling of water through wall or floor, causing an accumulation.	Builder will correct.	A one-time occurrence may not indicate a Defect. Owner must maintain proper grading around the Home and maintain any surface water control systems installed by Builder. Dampness and condensation are normal conditions and are not covered by this Limited Warranty.
1.6 Disintegration of the concrete floor surface.	Builder will correct disintegrated surfaces caused by improper placement of concrete.	Disintegration caused by erosion due to salt, chemicals, implements used and other factors beyond Builder's control is not a warranted deficiency.
1.7 Cracks in concrete floor which rupture or significantly impair performance of floor covering.	Builder will correct so Defect is not readily noticeable when floor covering is in place.	Minor impressions in floor covering are not considered significant imperfections.
1.8 Cracks in concrete floor of unfinished area (no floor covering) or in areas not designed for living.	Builder will correct cracks which exceed 1/4 in. in width or vertical displacement.	Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected.
1.9 Condensation on walls, joists, support columns and other components of basement area.	No action required.	Maintaining adequate ventilation and moisture control is considered Owner maintenance.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

1. FOUNDATIONS

OBSERVATION	ACTION REQUIRED	COMMENTS
CRAWL SPACE		
1.10 Cracks in poured concrete foundation walls.	Builder will correct any crack which exceeds 1/4 in. in width.	Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks of 1/4 in. or less are common and should be expected.
1.11 Cracks in block or veneer wall.	Builder will correct cracks greater than 1/4 in. in width.	Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks of 1/4 in. or less are common and should be expected.
1.12 Inadequate ventilation.	Builder will install properly sized louvers or vents.	Maintaining adequate ventilation and moisture control, including seasonal adjustment of vent openings, is considered Owner maintenance.
1.13 Condensation on walls, joists, support columns and other components of the crawl space area.	No action required.	Maintaining adequate ventilation and moisture control, including seasonal adjustment of vent openings, is considered Owner maintenance.
SLAB ON GRADE		
1.14 Cracks appear at control joints.	No action required.	Expansion/contraction joint is placed to control cracking. This is not a deficiency.
1.15 Uneven concrete floors in finished areas.	Builder will correct areas in which Defect exceeds 3/8 in. within a 32 in. measurement.	In rooms not initially finished as living areas or where a floor or a portion of a floor surface has been designed for specific drainage purposes, a slope which exceeds 3/8 in. within a 32 in. measurement is acceptable.
1.16 Disintegration of concrete floor surface.	Builder will correct disintegrated surfaces caused by improper placement of concrete.	Disintegration caused by erosion due to salt, chemicals, implements used and other factors beyond Builder's control is not a warranted deficiency.
1.17 Crack in concrete floor which ruptures or significantly impairs performance of floor covering.	Builder will correct so Defect is not readily noticeable when floor covering is in place.	Minor impressions in floor covering are not considered significant imperfections.
1.18 Cracks in attached garage slab.	Builder will correct cracks which exceed 1/4 in. in width or vertical displacement.	Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected.
1.19 Cracks in concrete floor of unfinished area (no floor covering) or in areas not designed for living.	Builder will correct cracks which exceed 1/4 in. in width or vertical displacement.	Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected.
1.20 Cracks in visible face of foundation.	Builder will correct cracks in excess of 1/4 in. in width.	Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected.

SECTION III.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

2. FRAMING

OBSERVATION	ACTION REQUIRED	COMMENTS
CEILING		
2.1 Uneven ceiling.	Builder will correct if unevenness exceeds 1/4 in. within a 32 in. measurement.	Some minor framing imperfections should be expected.
FLOOR		
2.2 High and low areas.	Builder will correct if high or low areas exceed 1/4 in. within a 32 in. measurement.	Some minor framing imperfections should be expected.
2.3 Floor squeaks.	Builder will correct if caused by a defective joist or improperly installed subfloor. Builder will take corrective action to reduce squeaking to the extent possible within reasonable repair capability without removing floor or ceiling finishes.	A large area of floor squeaks which is noticeable, loud and objectionable is a Defect. A squeak-proof floor cannot be guaranteed. Lumber shrinkage as well as temperature and humidity changes may cause squeaks.
ROOF		
2.4 Split or warped rafters or trusses.	No action required.	Some splitting and warping is normal and is caused by high temperature effects on lumber.
WALL		
2.5 Bow or bulge.	Builder will correct if bow or bulge exceeds 1/2 in. within 32 in. horizontal or vertical measurement.	Minor framing imperfections should be expected.
2.6 Out-of-plumb.	Builder will correct where out-of-plumb condition exceeds 3/4 in. within 8 ft. vertical measurement.	Minor framing imperfections should be expected.
2.7 Wall is out-of-square.	No action required.	A wall out-of-square is not a Defect.

SECTION III.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

3. EXTERIOR

OBSERVATION	ACTION REQUIRED	COMMENTS
STRUCTURALLY ATTACHED WOOD OR COMPOSITE DECKS		
3.1 Wood twisting, warping or splitting.	Builder will correct only if due to improper installation.	Twisting, warping or splitting of wood deck material is normal due to exposure to the elements. Owner maintenance is required.
3.2 Settlement.	Builder will correct slope of deck which exceeds a ratio of 2 in. in a 10 ft. measurement.	Some slope is often provided to allow for water drainage.
3.3 Loose railing or post.	Builder will correct if due to improper installation.	Owner maintenance is required.
DOORS		
3.4 Binds, sticks or does not latch.	Builder will correct if caused by faulty workmanship or materials.	Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.
3.5 Wood door panel shrinks.	No action required.	Panels will shrink and expand and may expose unfinished surfaces.
3.6 Warping.	Builder will correct warping which exceeds 1/4 in., measured vertically, horizontally or diagonally.	Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.
3.7 Split in panel.	Builder will correct if split allows the entrance of elements.	Splits which do not allow the entrance of elements are considered normal. Owner maintenance is required.
3.8 Separation between door and weather-stripping.	Builder will correct if daylight is visible or if entrance of elements occurs under normal conditions.	Even with properly installed weather-stripping, some movement of the door, when closed, may be expected. Owner maintenance is required for minor alterations to adjustable thresholds and other parts of the door.
3.9 Screen mesh is torn or damaged.	Builder will correct only if damage is documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
3.10 Overhead garage door fails to operate or allows rain or snow to leak through.	Builder will correct garage doors which do not fit or operate properly.	Some entrance of elements can be expected and is not considered a deficiency. If Owner installs a garage door opener, Builder is not responsible for operation of door.



SECTION III.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

3. EXTERIOR

SECTION III.

OBSERVATION	ACTION REQUIRED	COMMENTS
ROOFING		
3.11 Roof and roof flashing leaks.	Builder will correct active and current leaks that occur under normal conditions.	No action is required if leak is due to snow or ice buildup, high winds or driving rains. Prevention of snow or ice buildup is the Owner's responsibility. Substantiation of an active and current leak is the Owner's responsibility.
3.12 Lifted, torn, curled, or cupped shingles.	No action required.	Owner maintenance is required. Cupping in excess of 1/2 in. should be reported to the manufacturer.
3.13 Shingles that have blown off.	Builder will correct affected area if due to poor installation.	Shingles shall not blow off in winds less than the manufacturer's specifications.
3.14 Inadequate ventilation.	Builder will provide adequate ventilation.	Moisture accumulation in attics which are not adequately vented is a deficiency. Owner is responsible to keep vents clear of obstructions to promote air flow.
3.15 Water stays in gutters.	Builder will correct to limit standing water depth at 1 in.	Owner is responsible for keeping gutters and downspouts clean.
3.16 Gutter or downspout leaks.	Builder will correct leaks at connections.	Owner is responsible for keeping gutters and downspouts clean. Gutters may overflow during heavy rains.
SITE WORK		
3.17 Standing water within 10 ft. of the foundation.	Builder will correct water which stands for more than 24 hours, or more than 48 hours in swales.	Standing water beyond the 10 ft. perimeter of the foundation is not covered by this Limited Warranty. Owner is responsible for establishing and maintaining adequate ground cover.
3.18 Settling of ground around foundation walls, utility trenches or other filled areas on property where there has been excavation and backfill which affected foundation drainage.	If final grading was performed by Builder, he will replace fill in excessively settled areas only once.*	If settlement does not exceed 6 in., it is Owner's responsibility to fill affected areas. The party responsible for establishing the final grade shall provide for positive drainage away from foundation. Owner is responsible for establishing and maintaining adequate ground cover.
STRUCTURALLY ATTACHED STOOP, PORCH & PATIO		
3.19 Settlement, heaving or movement.	Builder will correct if movement exceeds 1 in. from the Home for stoops, porches and patios which are structurally attached.	Stoops, porches and patios which are poured separately and simply abut the house are not covered by this Limited Warranty.
3.20 Concrete splatters on adjacent surfaces.	Builder will correct only if damage is documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

3. EXTERIOR

OBSERVATION	ACTION REQUIRED	COMMENTS
WALL COVERING		
3.21 Entrance of elements through separations of wood, hardboard or fiber cement siding or trim joints, or separation between trim and surfaces of masonry or siding.	Builder will correct entrance of elements or separations exceeding 3/8 in. by caulking or other methods.	Any separations 3/8 in. or less are considered routine Owner maintenance.
3.22 Cracks in stucco or similar synthetic based finishes.	Builder will correct cracks which exceed 1/8 in. in width.	Caulking and touch-up painting are examples of acceptable repair methods. Builder is not responsible for exact color, texture or finish matches. Hairline cracks are common.
3.23 Siding materials become detached from the Home.	Builder will correct affected area if due to improper workmanship or materials.	Separated, loose or delaminated siding can be due to improper maintenance and is not considered a Defect.
3.24 Aluminum or vinyl siding is bowed or wavy.	Builder is responsible only if installed improperly and waves or bowing exceed 1/2 in. within a 32 in. measurement.	Check your manufacturer's warranty on this product for coverage regarding dents, holes, wind specifications, etc.
3.25 Paint or stain peels or deteriorates.	Builder will correct. If 75% of a particular wall is affected, entire wall will be corrected.	Some fading is normal due to weathering. Mildew and fungus on exterior surfaces are caused by climatic conditions and are considered routine maintenance. Varnish or lacquer deteriorates quickly and is not covered by this Limited Warranty.
3.26 Paint splatters and smears on other surfaces.	Builder will correct only if damage is documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
3.27 Faulty application of paint on wall and trim surfaces.	Builder will correct affected area. If greater than 75% of wall or trim piece is affected, entire surface will be corrected.	Some minor imperfections such as over-spray, brushmarks, etc., are common and should be expected.
3.28 Knot holes bleed through paint or stain.	Builder will correct affected areas where excessive bleeding of knots appear.	Knot holes will be apparent depending on the quality of material used.
3.29 Vent or louver leaks.	Builder will correct if caused by improper installation.	Properly installed louvers or vents may at times allow rain or snow to enter under strong wind conditions and is not a deficiency.
3.30 Cracks in masonry, veneer, stone, etc.	Builder will correct cracks which exceed 1/4 in. in width.	Some cracks are common through masonry and mortar joints. Cracks 1/4 in. or less are considered routine Owner maintenance.



SECTION III.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

3. EXTERIOR

OBSERVATION	ACTION REQUIRED	COMMENTS
WINDOWS		
3.31 Condensation or frost on interior window surface.	No action required.	Condensation is relative to the quality and type of windows. Temperature differences in high levels of humidity along with individual living habits will cause condensation.
3.32 Clouding or condensation between panes of glass.	Builder will correct only if damage is documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
3.33 Glass breakage.	Builder will correct only if damage is documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
3.34 Excessive drafts and leaks.	Builder will correct poorly fitted windows.	Relative to the quality and type of windows, drafts are sometimes noticeable around windows, especially during high winds. It may be necessary for the Owner to have storm windows installed to provide a satisfactory solution in high wind areas. All caulking materials expand and contract due to temperature variation and dissimilar materials. Maintenance of weather-stripping is Owner's responsibility.
3.35 Difficult to open, close or lock.	Builder will correct.	Windows should open, close and lock with reasonable pressure.

4. INTERIOR

DOORS		
4.1 Latch is loose or rattles.	No action required.	Some minor movement should be expected.
4.2 Binds, sticks or does not latch.	Builder will correct if due to faulty workmanship and materials.	Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.
4.3 Warping.	Builder will correct warping which exceeds 1/4 in., measured vertically, horizontally or diagonally.	Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.
4.4 Excessive opening at bottom.	Builder will correct gaps in excess of 1-1/2 in. between bottom of passage door and finished floor or 2 in. between bottom of closet door and finished floor.	Gaps under doors are intended for air flow.
4.5 Rubs on carpet.	Builder will correct.	Builder is not responsible if Owner installs carpet.

SECTION III.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

4. INTERIOR

OBSERVATION	ACTION REQUIRED	COMMENTS
WALLS, CEILINGS, SURFACES, FINISHES & TRIMS		
4.6 Cracks and separations in drywall, lath or plaster; nail pops.	Builder will correct cracks in excess of 1/8 in. in width. Builder will correct nail pops which have broken finished surface. Repair cracks and/or nail pops and touch up paint to match as close as possible, one time only. Such conditions should be reported near the end of Year 1 of the warranty period to allow for normal movement of the Home.	Minor seam separations and cracks, and other slight imperfections, are common and should be expected. Minor depressions and slight mounds at nail heads are not Defects.
4.7 Peeling of wallpaper.	Builder will correct if not due to Owner neglect or abuses.	Builder is not responsible for wallpaper installed by Purchaser. Owner is responsible for maintaining adequate ventilation in areas of high humidity, such as kitchens and bathrooms.
4.8 Separated seams in wallpaper.	Builder will correct if wall surface is readily visible.	Minor imperfections can be expected.
4.9 Lumps, ridges and nail pops in wallboard which appear after Owner has wall covering installed by himself or others.	No action required.	Owner should insure that surface to be covered is suitable for installation of wall covering.
4.10 Surface deficiencies in finished woodwork.	Builder will correct readily apparent splits, cracks, hammer marks and exposed nail heads, only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
4.11 Gaps between trim and adjacent surfaces, and gaps at trim joints.	Builder will correct gaps in excess of 1/8 in. at trim joints and 1/4 in. between trim and adjacent surfaces.	Some separation due to lumber shrinkage is normal and should be expected.
4.12 Cracks in ceramic grout joints.	Builder will correct cracks in excess of 1/8 in. one time only.	Cracking of grout joints is common and is considered routine Owner maintenance unless excessive.
4.13 Ceramic tile cracks or becomes loose.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
4.14 Cracking or deterioration of caulking.	No action required.	All interior caulking shrinks and deteriorates. Owner maintenance is required.

SECTION III.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

4. INTERIOR

SECTION III.

OBSERVATION	ACTION REQUIRED	COMMENTS
WALLS, CEILINGS, SURFACES, FINISHES & TRIMS		
4.15 Wall or trim surfaces visible through paint.	Builder will correct affected area. If greater than 75% of wall, trim piece, or ceiling is affected, entire surface will be corrected. The surface being painted shall not show through new paint when viewed from a distance of 6 feet under normal lighting conditions.	Some minor imperfections such as overspray, brushmarks, etc., are common and should be expected.
FLOOR COVERING*		
4.16 Resilient flooring comes loose at edge.	Builder will correct.	Owner maintenance is required.
4.17 Gaps at seams of resilient flooring.	Builder will correct gaps of similar materials in excess of 1/8 in., and 3/16 in. where dissimilar materials abut.	Minor gaps should be expected.
4.18 Fastener pops through resilient flooring.	Builder will correct affected area where fastener has broken through floor covering.	Sharp objects such as high heels, table and chair legs, can cause similar problems, and are not covered by this Limited Warranty.
4.19 Depressions or ridges in resilient flooring at seams of sub-flooring.	Builder will correct depressions or ridges which exceed 1/8 in. in height or depth.	This is determined by placing a 6 in. straight edge over ridge or depression, with 3 in. on either side, and measuring height or depth at sub-flooring seam.
4.20 Cuts and gouges in any floor covering.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
4.21 Hollow sounding marble or tile.	No action required.	Hollow sounding marble or tile is not a deficiency of construction and is not covered under this warranty.
4.22 Fades, stains or discolors.	Builder will correct stains or spots only if documented prior to occupancy.	Fading is not a deficiency. Owner is responsible for establishing a pre-closing walk-through inspection list.
4.23 Premature wearing of carpet.	No action required.	Excessive wear in high-traffic areas such as entryways and hallways is normal. Wearability is directly related to quality of carpet.
4.24 Visible gaps at carpet seams.	Builder will correct gaps.	Seams will be apparent. Owner maintenance is required.
4.25 Carpet becomes loose or buckles.	Builder will correct one time only.	Some stretching is normal. Owner should exercise care in moving furniture.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

5. MECHANICAL

OBSERVATION	ACTION REQUIRED	COMMENTS
ELECTRICAL		
5.1 Circuit breakers trip excessively.	Builder will correct if tripping occurs under normal usage.	Ground Fault Circuit Interrupters (GFCI) are intended to trip as a safety factor. Tripping that occurs under abnormal use is not covered by this Limited Warranty.
5.2 Outlets, switches or fixtures malfunction.	Builder will correct if caused by defective workmanship or materials.	Owner should exercise routine care and maintenance. Replacement of light bulbs is Owner's responsibility.
HEATING & COOLING		
5.3 Condensation lines clog under normal use.	No action required.	Condensation lines will clog under normal conditions. Continued operation of drain line requires Owner maintenance.
5.4 Noisy ductwork.	Builder will correct oil canning noise if caused by improper installation.	When metal heats and cools, ticking and cracking may occur and are not covered by this Limited Warranty.
5.5 Insufficient heating.	Builder will correct if Heating System cannot maintain a 70 degree Fahrenheit temperature, under normal operating and weather conditions. Temperature shall be measured at a point 5 ft. above center of floor in affected area. All rooms may vary in temperature by as much as 4 degrees.	Orientation of the Home, location of rooms and location of vents will also provide a temperature differential. There may be periods when outdoor temperature falls below design temperature thereby lowering temperature in the Home. Certain aspects of the Home including, but not limited to, expansive stairways, open foyers, sunrooms or cathedral ceilings may cause abnormal variation from these Standards and are not covered by this Limited Warranty.
5.6 Insufficient cooling.	Builder will correct if Cooling System cannot maintain a 78 degree Fahrenheit temperature, under normal operating and weather conditions. Temperature shall be measured at a point 5 ft. above center of the floor in the affected room. On excessively hot days, where outside temperature exceeds 95 degrees Fahrenheit, a difference of 17 degrees from outside temperature will be difficult to maintain. All rooms may vary in temperature by as much as 4 degrees.	Orientation of the Home, location of rooms and location of vents will also provide a temperature differential. There may be periods when outdoor temperature rises above design temperature thereby raising temperature in the Home. Certain aspects of the Home including, but not limited to, expansive stairways, open foyers, sunrooms or cathedral ceilings may cause abnormal variation from these Standards and are not covered by this Limited Warranty.
5.7 Refrigerant line leaks.	Builder will correct.	Owner maintenance is required on the system.

SECTION III.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

5. MECHANICAL

OBSERVATION	ACTION REQUIRED	COMMENTS
PLUMBING		
5.8 Pipe freezes and bursts.	Builder will correct if due to faulty workmanship or materials.	Proper winterization of pipes is considered routine maintenance and Owner should maintain suitable temperatures inside the Home.
5.9 Noisy water pipe.	Builder will correct hammering noise if caused by improper installation.	Some noise can be expected due to flow of water and pipe expansion. This is not a Defect.
5.10 Plumbing fixtures and trim fittings leak or malfunction.	Builder will correct if due to faulty workmanship and materials.	Owner maintenance is required. Scratches, tarnishing or marring must be noted on a pre-closing walk-through inspection list.
5.11 Damaged or defective plumbing fixtures and trim fittings.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list. Defective trim fittings and plumbing fixtures are covered under the manufacturer's warranty.

6. SPECIALTIES

BATHROOM & KITCHEN		
6.1 Cabinet separates from wall or ceiling.	Builder will correct separation in excess of 1/4 in.	Some separation is normal. Caulking is an acceptable method of repair.
6.2 Crack in door panel.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
6.3 Warping of cabinet door or drawer front.	Builder will correct if warp exceeds 3/8 in. as measured from cabinet frame.	Seasonal changes may cause warping and may be a temporary condition.
6.4 Doors or drawers do not operate.	Builder will correct.	Owner maintenance is required.
6.5 Chips, cracks, scratches on countertop, cabinet fixture or fitting.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
6.6 Delamination of countertop or cabinet.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
6.7 Cracks or chips in fixture.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.

SECTION III.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

6. SPECIALTIES

OBSERVATION	ACTION REQUIRED	COMMENTS
CHIMNEY & FIREPLACE		
6.8 Exterior and interior masonry veneer cracks.	Builder will correct cracks in excess of 1/4 in. in width.	Some cracks are common in masonry and mortar joints. Cracks 1/4 in. in width or less are considered Owner maintenance.
6.9 Firebox color is changed; accumulation of residue in chimney or flue.	No action required.	Owner maintenance is required.
6.10 Chimney separates from the Home.	Builder will correct separation in excess of 1/2 in. within 10 ft.	Newly built chimneys will often incur slight amounts of separation.
6.11 Smoke in living area.	Builder will correct if caused by improper construction or inadequate clearance.	Temporary negative draft situations can be caused by high winds; obstructions such as tree branches too close to the chimney; the geographic location of the fireplace; or its relationship to adjoining walls and roof. In some cases, it may be necessary to open a window to create an effective draft. Since negative draft conditions could be temporary, it is necessary that Owner substantiate problem to Builder by constructing a fire so the condition can be observed.
6.12 Water infiltration into firebox from flue.	No action required.	A certain amount of rainwater can be expected under certain conditions.
6.13 Firebrick or mortar joint cracks.	No action required.	Intense heat may cause cracking.
INSULATION		
6.14 Air infiltration around electrical receptacles.	No action required.	Air flow around electrical boxes is normal and is not a deficiency.



SECTION III.

WARRANTY STANDARDS

B. YEARS 1 & 2 COVERAGE ONLY • C. TEN YEAR MSD COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

B. SYSTEMS - YEARS 1 & 2

OBSERVATION	ACTION REQUIRED	COMMENTS
ELECTRICAL		
B.1 Wiring fails to carry specified load.	Builder will correct if failure is due to improper installation or materials.	Switches, outlets and fixtures are applicable to Year 1 Coverage Only .
HEATING AND COOLING		
B.2 Ductwork separates.	Builder will correct.	Owner maintenance is required.
PLUMBING*		
B.3 Pipe leaks.	Builder will correct.	Condensation on pipes does not constitute leakage. Faulty faucets, valves, joints and fittings are applicable to Year 1 Coverage Only .
B.4 Water supply stops.	Builder will correct if due to faulty workmanship or materials inside the Home.	Drought or causes other than faulty workmanship and materials will not be covered under this Limited Warranty.
B.5 Clogged drain or sewer.	Builder will correct clog within structure caused by faulty workmanship or materials.	Clogs and stoppages beyond the exterior wall are not covered by this Limited Warranty. Routine Owner maintenance and proper use is required.

C. TEN YEAR MSD COVERAGE

OBSERVATION	ACTION REQUIRED	COMMENTS
MAJOR STRUCTURAL DEFECTS		
C.1. Major Structural Defects.	The criteria for establishing the existence of a Major Structural Defect is set forth in Section I.B.15 of this Limited Warranty Agreement.	The Warrantor will correct Major Structural Defects, limited to such actions as are necessary to restore the load-bearing capability of the component(s) affected by a Major Structural Defect.

REQUESTING WARRANTY PERFORMANCE

A. Notice to Warrantor in Years 1 & 2

1. If a Defect occurs in Years 1 and 2, you must notify your Builder in writing. Your request for warranty performance should clearly describe the Defect(s) in reasonable detail.
2. Request for warranty performance to your Builder does not constitute notice to the Administrator, and it will not extend applicable coverage periods.
3. If a request for warranty performance to your Builder does not result in satisfactory action within a reasonable time, written notice must be given to HOME of Texas, Administrator, at warranty.resolution@homeoftexas.com or forwarded by certified mail, return receipt requested to 5300 Derry Street, Harrisburg, Pennsylvania 17111, Attn: Warranty Resolution Department. This notice should describe each item in reasonable detail.
4. *Please note that a written request for warranty performance must be emailed no later than thirty (30) days after the expiration of the applicable warranty period or sent to HOME by certified mail, return receipt requested and postmarked no later than thirty (30) days after the expiration of the applicable warranty period. For example, if the item is one which is warranted by your Builder during your second year of coverage, a request for warranty performance must be emailed or mailed to HOME and postmarked no later than thirty (30) days after the end of the second year to be valid.*



5. You must provide the Warrantor with reasonable weekday access during normal business hours in order to perform its obligations. Failure by you to provide such access to the Warrantor may relieve the Warrantor of its obligations under this Limited Warranty.
6. If your Builder does not fulfill its obligations under this Limited Warranty, the Administrator will process the request for warranty performance as described in this Limited Warranty and subject to the provisions of IV.F.

B. Notice to Warrantor in Years 3 – 10

If a Defect related to a warranted MSD occurs in Years 3 through 10 of this Limited Warranty, you must notify the Administrator to review the item within a reasonable time after the situation arises. All such notices must be presented in writing to HOME, Administrator, at warranty.resolution@homeoftexas.com or forwarded by certified mail, return receipt requested to HOME, Administrator, 5300 Derry Street, Harrisburg, Pennsylvania 17111, Attn: Warranty Resolution Department. Any such notice should describe the condition of the MSD in reasonable detail. Requests for warranty performance emailed or postmarked more than thirty (30) days after the expiration of the term of this Limited Warranty will not be honored.

C. Purchaser's Obligations

1. **Your notice to the Administrator must contain the following information:**
 - a. Validation # and Effective Date Of Warranty;
 - b. Your Builder's name and address;
 - c. Your name, address, email address, and phone number (including home, cell and work numbers);
 - d. Reasonably specific description of the warranty item(s) to be reviewed;
 - e. A copy of any written notice to your Builder;
 - f. Photograph(s) may be required; and
 - g. A copy of each and every report you have obtained from any inspector or engineer.
2. You have an obligation to cooperate with the Administrator's mediation, inspection and investigation of your warranty request. From time to time, the Administrator may request information from you regarding an alleged Defect. Failure by you or your appointed representative to respond with the requested information within thirty (30) days of the date of the Administrator's request can result in the closing of your warranty file.

SECTION IV.

REQUESTING WARRANTY PERFORMANCE

SECTION IV.

D. Mediation and Inspection

Within thirty (30) days following the Administrator's receipt of proper notice of a request for warranty performance, the Administrator may review and mediate your request by communicating with you, your Builder and any other individuals or entities who the Administrator believes possess relevant information. If, after thirty (30) days, the Administrator has not been able to successfully mediate your request, or at any earlier time when the Administrator believes that your Builder and you are at an impasse, then the Administrator will notify you that your request has become an Unresolved Warranty Issue. At any time following the receipt of proper notice of your request for warranty performance, the Administrator may schedule an inspection of the item. You must provide the Administrator reasonable access for any such inspection as discussed in **Section IV.A.5**. The Administrator, at its discretion, may schedule a subsequent inspection to determine Builder compliance.

When a request for warranty performance is filed and the deficiency cannot be observed under normal conditions, it is your responsibility to substantiate that the need for warranty performance exists including any cost involved. If properly substantiated, you will be reimbursed by the Warrantor.



E. Arbitration*

You begin the arbitration process by giving the Administrator written notice of your request for arbitration of an Unresolved Warranty Issue. The written notice of your request for arbitration must be received by the Administrator no later than thirty (30) days following the expiration of the ten year warranty period. However, if you receive notification of an Unresolved Warranty Issue from the Administrator following the expiration of the ten year warranty period, then this period is extended and written notice of your request for arbitration must be received by the Administrator no later than thirty (30) days from the date of your receipt of notification of the Unresolved Warranty Issue. Within twenty (20) days after the

Administrator's receipt of your notice of request for arbitration, any Unresolved Warranty Issue that you have with the Warrantor shall be submitted to an independent arbitration service experienced in arbitrating residential construction matters upon which you and the Administrator agree. This **binding** arbitration is governed by the procedures of the Federal Arbitration Act, 9 U.S.C. 1 *et. seq.* If you submit a request for arbitration, you must pay the arbitration fees before the matter is submitted to the arbitration service. After arbitration, the Arbitrator shall have the power to award the cost of this fee to any party or to split it among the parties to the arbitration. The arbitration shall be conducted in accordance with this Limited Warranty and the arbitration rules and regulations to the extent that they are not in conflict with the Federal Arbitration Act.

Within one (1) year after an arbitration award, either party may apply to the U.S. District Court where the Home is situated to confirm the award. The Administrator's receipt of a written request for arbitration in appropriate form shall stop the running of any statute of limitations applicable to the matter to be arbitrated until the Arbitrator renders a decision. The decision of the Arbitrator shall be final and binding upon all parties.

Since this Limited Warranty provides for mandatory binding arbitration of Unresolved Warranty Issues, if any party commences litigation in violation of this Limited Warranty, such party shall reimburse the other parties to the litigation for their costs and expenses, including attorney fees, incurred in seeking dismissal of such litigation.*

In Years 1 & 2, the Builder shall have sixty (60) days from the date the Administrator sends the Arbitrator's award to the Builder to comply with the Arbitrator's decision. In Years 3-10, the Warrantor shall have sixty (60) days from the date the Administrator receives the Arbitrator's award to comply with the Arbitrator's decision. Warranty compliance will begin as soon as possible and will be completed within the sixty-day compliance period with the exception of any repair that would reasonably take more than sixty (60) days to complete, including, but not limited to, repair delayed or prolonged by inclement weather. The Warrantor will complete such repair or replacement as soon as possible without incurring overtime or weekend expenses.

You may request a compliance arbitration within twenty (20) days after the sixty-day compliance period has expired by giving the Administrator written notice of your request. You must pay the fees for the compliance arbitration prior to the matter being submitted to the arbitration service.

F. Conditions of Warranty Performance

1. You must provide the Warrantor and/or Administrator with reasonable weekday access during normal business hours to inspect the condition of your Home and/or to perform their obligations.
2. When your request for warranty performance is determined to be a warranted issue, the Warrantor reserves the right to repair or replace the warranted item, or to pay you the reasonable cost of repair or replacement.
3. In Years 1 and 2, if your Builder defaults in its warranty obligations, the Administrator will process the request for warranty performance provided you pay a warranty service fee of \$250 for each request prior to repair or replacement.*
4. In Years 3 through 10 you must pay the Administrator a warranty service fee of \$500 for each request.*
5. If the Administrator elects to award you cash rather than repair or replace a warranted item, the warranty service fee will be subtracted from the cash payment.
6. If the Warrantor pays the reasonable cost of repairing a warranted item, the payment shall be made to you and to any mortgagee or mortgagee's successor as each of your interests may appear; provided that the mortgagee has notified the Administrator in writing of its security interest in the Home prior to such payment. Warrantor shall not have any obligation to make payment jointly to the Purchaser and mortgagee where the mortgagee has not notified your Builder or the Administrator in writing of its security interest in the Home prior to such payment. Any mortgagee shall be completely bound by any mediation or arbitration relating to a request for warranty performance between you and the Warrantor.*
7. Prior to payment for the reasonable cost of repair or replacement of warranted items, you must sign and deliver to the Builder or the Administrator, as applicable, a full and unconditional release, in recordable form, of all legal obligations with respect to the warranted Defects and any conditions arising from the warranted items.
8. Upon completion of repair or replacement of a warranted Defect, you must sign and deliver to the Builder or the Administrator, as applicable, a full and unconditional release, in recordable form, of all legal obligations with respect to the Defect and any conditions arising from the situation. The repaired or replaced warranted item will continue to be warranted by this Limited Warranty for the remainder of the applicable period of coverage.
9. If the Warrantor repairs, replaces or pays you the reasonable cost to repair or replace a warranted item, the Warrantor shall be subrogated to all your rights of recovery against any person or entity. You must execute and deliver any and all instruments and papers and take any and all other actions necessary to secure such rights, including, but not limited to, assignment of proceeds of any insurance or other warranties to the Warrantor. You shall do nothing to prejudice these rights of subrogation.
10. Any Warrantor obligation is conditioned upon your proper maintenance of the Home and grounds to prevent damage due to neglect, abnormal use or improper maintenance.

SECTION V.

A. Introduction

1. Many areas have soils which are referred to as expansive or active. This type of soil generally contains clay minerals which expand and contract depending on their moisture content. Areas with extended dry or wet periods require special homeowner maintenance and precautions. Improper homeowner maintenance can adversely affect the performance and structural integrity of the foundation constructed on active soils and may void the Limited Warranty on your Home.

To minimize damage caused by shrinking and swelling of expansive soils, you should:

- a. maintain an even moisture content in the soil around the foundation;
 - b. maintain the grading about the foundation;
 - c. maintain the landscaping.
2. **This section lists Homeowner maintenance requirements for Homes constructed on active soils. Your failure to properly maintain your lot can void the Limited Warranty on your Home.***

B. Maintenance

1. Trees and Shrubbery

- a. Trees and shrubbery may absorb large amounts of water daily, reducing the moisture in the soil and causing shrinkage. Soil shrinkage near the foundation causes settlement in that area. Soil in areas around trees and shrubbery must be adequately watered to prevent settlement and shrinkage. In extreme drought, areas around trees and shrubbery will need more water.
- b. Trees especially can damage the structural integrity of the foundation. Root systems of trees can penetrate the foundation, reduce moisture and cause additional damage to the foundation. Precautionary measures may be needed to prevent trees from adversely affecting the foundation. Homeowner maintenance may include the placement of root shields which reduce the absorption of moisture from the soil between the shield and the foundation.
- c. Prior to planting trees and shrubbery, and if existing tree branches extend over your roof or the root system extends into the foundation, you should contact your Builder or those who are experienced in planting trees and shrubbery to discuss proper maintenance options, including the costs involved. Your county Agricultural Extension Office will be able to suggest appropriate plant life and proper

maintenance procedures. Limited Warranty Coverage is conditioned upon proper Homeowner Maintenance.

2. Final Grade

- a. When a Final Grade Certificate is obtained, you should receive a copy from your Builder confirming that the grading (the slope of the ground) around the foundation has been established to cause water to flow away from the Home. It is your responsibility to maintain the grades. Make sure water does not collect or become trapped in localized areas near the foundation. These conditions can cause changes in moisture content that can damage the foundation.
- b. Builders often direct surface water to disposal areas (such as streets, storm sewers, etc.) by way of drainage channels called swales. Swales must be maintained and not left to erode or fill.
- c. Fences installed over drainage swales must be kept off the ground so water can drain properly. Obstructions in the drainage swale can interrupt proper drainage of water from the lot.

3. Landscaping and Yard Maintenance

- a. Maintaining adequate ground cover such as grass is essential to maintaining uniform moisture content in the soil. The presence of ground cover minimizes evaporation of moisture. When watering grass, shrubbery and other plantings, you should use a systematic, uniform manner of watering so soil on all sides of the foundation is kept moist, NOT SATURATED. Just as too little moisture causes soil shrinkage, too much moisture causes swelling. Both conditions can damage a foundation. Areas of soil that do not have ground cover may require additional watering as they are more susceptible to evaporation, causing an imbalance in soil moisture.
- b. Position sprinkler heads so water is directed away from the foundation. Shrubs planted close to the foundation may have to be watered by hand.
- c. When landscaping, be sure that flower beds do not trap water next to the foundation. Planters and curbs often hold water, causing increased moisture in localized areas. This can cause damage to the foundation. If curbs and planters are installed, drainage holes must be provided to maintain balanced soil moisture around the foundation.

4. Gutters and Downspouts

If the Home is equipped with a roof drainage system such as gutters and downspouts, water discharged from the downspouts should be directed to flow a minimum of 5 ft. away from the foundation. When downspout extensions are removed for mowing or other maintenance, they must be returned for proper surface drainage. Rainwater should not be rerouted to flower beds or other areas near the foundation. This can cause localized saturation and uneven moisture which may damage the foundation. Such negligence can void the Limited Warranty on your Home. Placement of gutters and downspouts is a homeowner responsibility if not installed by the Builder.

5. General Information

- a. When very hot and dry conditions exist and soil begins to pull away from the foundation, you should act immediately to correct the situation. If you will be away from Home during these conditions, you should plan to have someone maintain your lot.

- b. Uneven moisture content of the soil surrounding the foundation can cause movement in the foundation. If moisture content in one area is substantially different from another, differential movement can occur which can cause the foundation to bend. Although this may not damage the foundation, it may cause signs of distress such as wall and ceiling cracks, tape separations, doors which swing open or closed on their own, window frames out-of-square, and cracks in brick veneer and mortar joints. You should check the soil conditions around the foundation and correct any problems. Homeowner maintenance is a prerequisite to the Limited Warranty on your Home.



SECTION V.

HUD ADDENDUM (Applicable to VA/FHA Financed Homes Only)

SECTION VI.

1. **Section I.B.** — The following definition is added: Emergency Condition is an event or situation that presents an imminent threat of damage to the Home and results in an unsafe living condition due to Defects or Major Structural Defect failures that manifest themselves outside of the Warrantor's normal business hours and precludes you from obtaining prior written approval to initiate repairs to stabilize the condition and prevent further damage.
2. **Section I.B.9. Effective Date Of Warranty** — The following language is substituted: The Effective Date Of Warranty will be the date on which closing or settlement occurs in connection with the initial sale of the Home. In no event will the Effective Date Of Warranty be later than the date of FHA endorsement of your Mortgage on the Home.
3. **Section I.B.15. Major Structural Defects** — The following language is substituted for a-c.: A Major Structural Defect is actual physical damage to the designated load-bearing portions of a Home caused by failure of such load-bearing functions to the extent that the Home becomes unsafe, unsanitary, or otherwise unlivable. The following language is added: Delamination or rupture of roof sheathing shall be deemed a Major Structural Defect in need of warranty performance.
4. **Sections II.A.5. and II.A.6.** — Foreclosure does not void the Limited Warranty for VA/FHA Financed Homes only.
5. **Section II.C.1. One Year Coverage** — The following language is added: Notwithstanding anything to the contrary contained in this Limited Warranty, during the first year of coverage, your Builder will repair or restore the reliable function of Appliances and Equipment damaged during installation or improperly installed by your Builder. In addition, your Builder will correct Construction Deficiencies in workmanship and materials resulting from the failure of the Home to comply with standards of quality as measured by acceptable trade practices. Construction Deficiencies are Defects (not of a structural nature) in the Home that are attributable to poor workmanship or to the use of inferior materials which result in the impaired functioning of the Home or some part of the Home. Defects resulting from your abuse or from normal wear and tear are not considered Construction Deficiencies.
6. **Section II.D.** — The following statement is added: This agreement is non-cancelable by the Warrantor.
7. **Section II. D.9.** is deleted.
8. **Section II.D.10.** — The following language is added: Repairs to the Home may be made without the prior written authorization of the Warrantor only in the event an Emergency Condition arises that necessitates repairs be made for the sole purpose of protecting the Home from further damage. You must notify the Warrantor as soon as possible, but in no event, later than five (5) days after the repairs have been made in order to qualify for reimbursement. An accurate, written record of the repair costs must accompany your notification.
9. **Section II.E.1.d.** — The following language is substituted: Loss or damage which is covered by any other insurance or for which compensation is granted by state legislation.
10. **Section II.E.1.e.** — The following language is substituted: resulting directly or indirectly from flood, waves, tidal water, overflow of a body of water, or spray from any of these (whether or not driven by wind), water which backs up from sewers or drains, changes in the water table which were not reasonably foreseeable, wetlands, springs or aquifers. Surface water and underground water which cause an unforeseeable hydrostatic condition with resultant damage to the structure are covered.
11. **Section II.E.2.d.** is deleted.
12. **Section II.E.2.m.** — The following language is substituted: Any portion of a public Water Supply System, including volume and pressure of water flow.
13. **Section II.E.2.o.** — The following language is substituted: Any portion of a public Sewage Disposal System, including design.
14. **Section II.E.2.p.** is deleted.
15. **Section II.E.5.** — The following language is substituted: Consequential Damages to personal property are excluded. Consequential Damages to real property as a result of a Defect or repair of a Defect are covered.
16. **Section II.E.9.** — The following language is added: Warranted Defects repaired as a result of emergency property protection measures as described and defined in this addendum are covered.
17. **Section III.A.**
 - a. **SITE WORK**— The following language is substituted:
 - (1) **3.18 (Action Required)** If final grading was performed by the Builder, he will replace fill in excessively settled areas.
 - b. **FLOOR COVERING** — The following language is added:
 - (1) **4.26 (Observation)** Gaps or cracks between finished floor boards. **(Action Required)** Builder will correct gaps or cracks which exceed 1/8 in. in width. **(Comments)** Finished wood floors expand and contract due to humidity changes in your Home. Cracks and gaps which shrink and disappear in non-heating seasons are considered normal.
 - (2) **4.27 (Observation)** Cupping, crowning or loose finished floor boards. **(Action Required)** Builder will correct only if caused by a Defect in installation. **(Comments)** Finished wood flooring cups from gaining or losing moisture on one side faster than the other. Some cupping and crowning should be considered normal due to growth rings in the tree and the part of the tree used. The Builder is not responsible for natural properties of the product, or for climatic conditions and personal living habits which can affect moisture content of floor boards. Cupping or crowning action may have loosened nails or adhesive. Owner is responsible if condition is caused by conditions beyond Builder's control.
 - (3) **4.28 (Observation)** Ceramic tile cracks or loosens. **(Action Required)** Builder will correct only if documented prior to occupancy. **(Comments)** Owner is responsible for establishing a pre-closing walk-through inspection list.
18. **Section III.B.6.** — The following language is added: **(Observation)** Septic system fails. **(Action Required)** Builder will correct if damage is due to poor workmanship or materials, which are not in conformance with Sewage Enforcement Officer's instructions as per design and installation only. **(Comments)** Builder is required to abide by state or local requirements for the installation of on-site sewage disposal system. Any deficiency or failure which occurs or is caused by a condition other than faulty workmanship or materials, such as design, is not covered by this Limited Warranty. Owner is responsible for routine maintenance of system, which may include, but not be limited to: pumping the septic tank; adding chlorine to a chlorinator; and refraining from driving or parking vehicles or equipment on the system. Damages caused by freezing, soil saturation, underground springs, water run-off, excessive use and an increase in level of water table are among causes not covered by this Limited Warranty.
19. **Section IV.E. Arbitration** — The following language is added: The judicial resolution of disputes is not precluded by this warranty and may be pursued by the homeowner at any time during the dispute resolution process.
20. **Section IV.E. Arbitration** — Because HUD does not require mandatory arbitration, the following is deleted: Since this Limited Warranty provides for mandatory binding arbitration of Unresolved Warranty Issues, if any party commences litigation in violation of this Limited Warranty, such party shall reimburse the other parties to the litigation for their costs and expenses, including attorney fees, incurred in seeking dismissal of such litigation.
21. **Section IV.F.3. and F.4.** — The following language is substituted: In the first two (2) years, if your Builder does not fulfill its obligations under this Limited Warranty, the Insurer will be responsible for your Builder's obligations, subject to a one-time warranty service fee of \$250. The Insurer's liability in Years 3 through 10 under this Limited Warranty is subject to a warranty service fee of \$250 per request for warranty performance. In each instance, you must pay the fee prior to the Insurer's repair or replacement. In the event of payment, the fee will be subtracted from the cash payment.
22. **Section IV.F.6.** — The following language is added: Where a warranted Defect is determined to exist and where the Warrantor elects to pay the reasonable cost of repair or replacement in lieu of performing such repair or replacement, the cash offer must be in writing. You will be given two (2) weeks to respond. Cash offers over \$5,000 are subject to an on-site review by a HUD-approved fee inspector (inspection costs will be paid by the Warrantor) unless:
 - a. the cash offer is made pursuant to a binding bid by an independent third party contractor, which will accept an award of a contract from you pursuant to such bid;
 - b. payment is being made in settlement of legal action;
 - c. you are represented by legal counsel.
23. **Section V. A.2.** is deleted.

**MANAGEMENT CERTIFICATE
EP RESIDENTIAL CONDOMINIUMS ASSOCIATION, INC.**

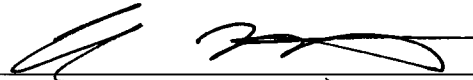
The undersigned, being an officer of EP Residential Condominiums Association, Inc., and in accordance with Section 82.116 of the Texas Uniform Condominium Act, does hereby certify as follows:

1. The name of the condominium project: EP Residential Condominiums (the "**Condominium**").
2. The name of the condominium community: EP Residential Condominiums Association, Inc., a Texas nonprofit corporation (the "**Association**").
3. The location of the Condominium: 7708 Colton Bluff Road, Austin, Texas 78744
4. The recording data for the Declaration: The Association is a Texas nonprofit corporation established to administer common elements and the affairs of the Condominium established pursuant to Chapter 82 of the Texas Uniform Condominium Act and the terms and provisions of that certain Development Area Declaration and Declaration of Condominium Regime for EP Residential Condominiums, recorded as Document No. 2019032680, Official Public Records of Travis County, Texas, as amended.
5. The mailing address of the Association: EP Residential Condominiums Association, Inc.; c/o Brookfield Residential Properties, 11501 Alterra Parkway, Suite 100, Austin, TX 78758.
6. The name and mailing address of the person managing the Association: Matthew Chase, Community Manager, Brookfield Residential Properties, 11501 Alterra Parkway, Suite 100, Austin, TX 78758

[SIGNATURE PAGE FOLLOWS]

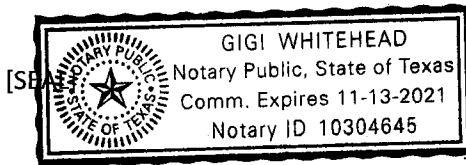
This Certificate is effective as of the date this instrument is Recorded.

EP RESIDENTIAL CONDOMINIUMS ASSOCIATION, INC.,
a Texas nonprofit corporation

By: 
CHAD MATHESON President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 7th day of March, 2019, by Chad Matheson, President of EP Residential Condominiums Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.





Notary Public Signature

AFTER RECORDING RETURN TO:

Jennifer Cook Purcell, Esq.
DLA PIPER LLP (US)
401 Congress Ave., Ste 2500
Austin, Texas 78701
jennifer.purcell@dlapiper.com



FILED AND RECORDED
MANAGEMENT CERTIFICATE
OFFICIAL PUBLIC RECORDS
L CONDOMINIUMS ASSOCIATION, INC.


DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

March 08 2019 04:04 PM

FEE: \$ 30.00 2019032793

**EP RESIDENTIAL CONDOMINIUMS ASSOCIATION, INC.
CONSENT OF DIRECTORS IN LIEU OF ORGANIZATIONAL MEETING**

The undersigned, being all of the members of the Board of Directors of EP Residential Condominiums Association, Inc., a Texas nonprofit 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 directors of the Association, as named in its Certificate of Formation filed with the Secretary of State of the State of Texas, 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 form of policy manual attached hereto as Exhibit "A ", which includes the Bylaws of the Association, is approved and adopted by the Board as the Policy Manual of the Association, and the Secretary of the Association is instructed to insert the original thereof in the corporate records of the Association.

3. OFFICERS

RESOLVED, that each of the following-named persons be and they hereby are elected as officers of the Association for the office or offices set forth below opposite his or her name, and to hold any such office to which elected until the first annual meeting of the Board of Directors of the Association and 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:

Chad Matheson	-	President
Luke Gosda	-	Vice President
Paige Stockton	-	Secretary/Treasurer

4. REGISTERED OFFICE; REGISTERED AGENT

RESOLVED, that the registered office of the Association be established and maintained at 401 Congress Avenue, Suite 2500, Austin, Texas 78701, and that Jennifer Cook Purcell, 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. ORGANIZATIONAL EXPENSES

RESOLVED, that the President of the Association or other officer be and hereby is authorized and directed to pay all fees, expenses and costs incident to or necessary for the incorporation and organization of the Association and to reimburse any person who may have paid any of such fees, expenses and costs.

7. 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.

8. 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:

Chad Matheson

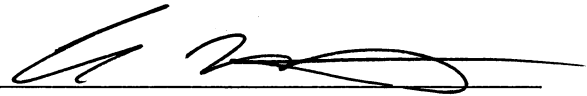
Luke Gosda

Paige Stockton

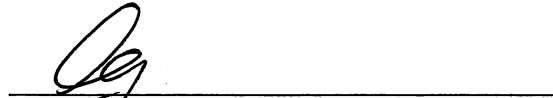
BE IT FURTHER RESOLVED, that the Bank is hereby authorized to honor any and all withdrawal items against the Association’s funds, although payable to the officer or agent signing or countersigning the same and whether presented for encashment or for credit to the personal account of such officer or agent 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.

[SIGNATURE PAGE FOLLOWS]

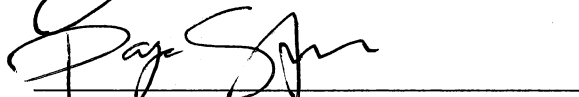
IN WITNESS WHEREOF, the undersigned have executed this instrument as of and effective the _____ day of _____, 2019.



Chad Matheson, Director



Luke Gosda, Director



Paige Stockton, Director

EXHIBIT "A"
POLICY MANUAL

EXHIBIT A

EP RESIDENTIAL CONDOMINIUMS ASSOCIATION, INC.
ORGANIZATIONAL CONSENT