

STATE OF TEXAS §
COUNTY OF TRAVIS §

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE GROVE CONDOMINIUMS**

This Declaration of Condominium Regime ("Declaration") is made and executed this 22nd day of September, 2008 by 4th Street Partnership, a Texas partnership ("Declarant"), pursuant to the provisions of the Texas Uniform Condominium Act of the State of Texas, Chapter 82.001 et seq. of the Texas Property Code ("the Act"), and for the purpose of submitting the hereinafter described real property and the improvements located to a condominium regime.

Recitals

1. Declarant is the owner of all of the real property, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property that is located at **3012 and 3014 S. 4th St., Austin, Texas 78704** in Travis County (the "Property"), more particularly described in **Exhibit A**, which is attached and incorporated by reference.
2. Declarant submits the Property to a condominium regime established by the Texas Uniform Condominium Act (TUCA), which is codified in Chapter 82 of the Property Code.
3. The Property constitutes a condominium project (the "Project") within the meaning of TUCA. The formal name of the Project is "**The Grove Condominiums.**"
4. Declarant intends and desires to establish by this Declaration a plan of ownership for the condominium project ("Project"). The plan consists of individual ownership of residential condominium units (the "Units"), and an interest in the real property on which the Units are located. The Project shall be divided into no more than four (4) Units.
5. The Declarant intends to impose on the Project mutually beneficial restrictions for the benefit of all Units and the persons who own those Units (the "Owners"). The Declarant further intends, in accordance with the terms set forth herein, that the Owners will govern the Project by means of an organization of Owners (herein the "Association"), as more particularly set forth herein. The formal name of the Association is the "**The Grove Condominium Association.**"
6. The Units and other areas of the Project are more particularly described in **Exhibit B**, which are attached and incorporated by reference. The Owners each have an undivided interest in the remaining property of the Project (referred to as the "Common Elements"), which is also more particularly described in **Exhibit B**. **Exhibit B** sets forth the allocation to each Unit of (a) each Unit's ownership; (b) a fraction or percentage of undivided interests in the Common Elements of the Condominium, (c) a fraction or percentage of undivided interests in the Common Expenses of the Association, and (d) a portion of votes in the Association, by the formulas set forth therein.
7. Therefore, the Declarant declares that the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division of the Property into Units, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project and every part of the Project. All of the covenants, conditions, and

restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in or any part of the Property and shall be for the benefit of each owner of the Project or any interest in the Project and shall inure to the benefit of and be binding on each successor in the interest of the Owners.

ARTICLE I

DEFINITIONS AND TERMS

1.1. **DEFINITIONS OF TERMS.** As used in this agreement, the following terms shall have the following meanings unless the context shall expressly provide otherwise:

a. "Assessment" shall mean the funds required to pay the common expenses and other lawfully agreed upon expenses.

b. "Association" shall mean The Grove Condominium Association, organized pursuant to Section 82.101 of the Act, a non-profit corporation to be organized under the Texas Business Organizations Code for the management of the Project, the membership of which consists of all of the Owners in the Project.

c. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

d. "Building" shall mean any one of the buildings within the Property.

e. "By-Laws" shall mean such bylaws of the Association as adopted by the Declarant, and as the same may be amended from time to time.

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

g. "Common Elements" shall mean all the elements of the Project, except for individually owned Units.

h. "Common Expenses" shall mean:

(1) all expenses incurred by the Association for promoting the health, safety, welfare and recreation of the Owners of the Units and in particular for the administration and management, ownership, maintenance, operation, repair, replacement, or improvement of and addition to agreed upon Common Elements;

(2) expenses declared to be Common Expenses by the Owners; and

(3) expenses declared to be Common Expenses by this Declaration or the By-Laws.

i. "Condominium" means The Grove Condominiums.

j. "Declarant" shall mean the owner of the Project and its successors and assigns.

k. "Declaration" shall mean this Declaration document and all that it contains.

l. "Disposition" shall mean a voluntary transfer to a purchaser of any legal or equitable interest in a unit but does not include the transfer or release of a security interest.

m. "General Common Elements" shall mean common elements that are not limited common elements.

n. "Limited Common Elements" means the Common Elements allocated for the exclusive use of one or more, but less than all of the Units.

o. "Manager" shall mean the person or corporation, if any, appointed by the Board to manage the Project.

p. "Mortgage" shall mean a first lien deed of trust as well as a first lien mortgage on one or more Units.

q. "Mortgagee" shall mean a beneficiary under or holder of a Mortgage who has given to the Association written notice that it is the beneficiary under or holder of a Mortgage affecting all or any part of the Project, as hereinafter defined.

r. "Occupant" shall mean a person or persons in possession of a Unit, regardless of whether said person is an Owner.

s. "Owner" shall mean any person that owns a Unit within the Project, but shall not include someone who holds a security interest only.

t. "Percentage Ownership" - the amount of square footage owned by an owner in comparison to the total square footage of the property exclusive of the area of the common elements and limited common elements.

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

v. "Plan" shall mean a dimensional drawing that is recordable in the real property records or the condominium plat records and that horizontally and vertically identifies or describes units and common elements that are contained in buildings.

w. "Plat" shall mean a survey recordable in the real property records or the condominium plat records and containing the information required by Section 82.059.

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

y. "Unit" shall mean the physical portion of the condominium designated for separate ownership or occupancy, the boundaries of which are described by the Declaration. Each Unit shall consist of all improvements within the numbered areas which are shown on the survey of the Property attached hereto as **Exhibit E**. The actual physical boundaries of a Unit on which improvements have been actually constructed shall be conclusively presumed to be its proper boundaries, regardless of settling, rising or lateral movement of the Building in which such Unit is located and regardless of variances between boundaries shown on the Map and the actual boundaries of such Building.

Article 2

The Property

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

2.2. Exclusive Ownership and Possession; Description of Unit. Each Owner shall be entitled to the exclusive ownership and possession of the Owner's Unit, as further set forth in **Exhibit E**. Any Unit may be jointly or commonly owned by more than one Person. No Unit may be subdivided. The boundaries of each Unit shall be and are the exterior surfaces of the perimeter walls, bearing walls and columns, exterior doors and windows, foundation and roof. The underlying foundation, exterior halls, stairways, walkways, entrances and exits, garages, carports, shutters, awnings, doorsteps, porches, balconies, patios, decks, terraces, storage areas, storage sheds, exterior doors, and exterior windows are specifically made a part of each Unit. Any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture that is partially within and partially outside the designated boundaries of a Unit, but serves that Unit is specifically made a part of that Unit. Each Unit shall additionally include all interior floors, and interior walls and ceilings. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting part of the finished surfaces are a part of each Unit. An Owner shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the walls, floors, ceilings, windows, and doors bounding the Owner's Unit, and any other changes allowed in this Declaration or the Rules and Regulations.

2.3. Changes to a Unit. Each Unit Owner shall have the exclusive right and shall be entitled to make the following changes to his or her Unit:

- (a) Any Unit Owner may erect a fence on the dividing line between the Units, as set forth in **Exhibit E**. Each Unit Owner must agree on the style and/or type of fence to be erected, and such agreement must not be unreasonably withheld. Unless otherwise agreed by the Unit Owners, any style or type of fence currently existing in the neighborhood shall be considered reasonable. If the Unit Owners agree to erect a fence, the costs and expenses of the construction of such a fence shall be borne equally by each Unit. If the Unit Owners can not agree to erect a fence, the Unit Owner desiring to erect the fence shall bear the costs and expenses of the construction of such a fence, however, the Unit Owner erecting the fence shall have the exclusive right to construct the fence so that he or she receives the benefit of the construction and has the most preferable side of the fence facing his or her Unit.

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

2.5. Exclusive Use of Limited Common Elements. Each Owner shall be entitled to the exclusive use of the Common Elements designated as Limited Common Elements and assigned to his or her Unit, as further

set forth in **Exhibits B and E**. For example, the Owner(s) of Unit 3014 A have exclusive use of the Limited Common Elements assigned to Unit 3014 A, as further set forth in **Exhibits B and E**.

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

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

2.8. Other Easements. The Association shall grant to third parties easements in, on, and over the Common Elements for the purpose of constructing, installing, or maintaining necessary utilities, services, fixtures and equipment. No such easement may be granted, however, if it would interfere with any exclusive easement or with any Owner's use, occupancy, or enjoyment of the Owner's Unit without the written consent of the Owner so affected. Additionally, present easements and/or restrictions exist on the Property, as more fully described in **Exhibits D and E**. Each Owner, in accepting the deed to the Unit, expressly consents to such easements.

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

ARTICLE III **Restrictions and Covenants**

3.1. General Restrictions on Use. The right of an Owner and the Owner's guest to occupy or use the Owner's Unit or to use the Common Elements or any of the facilities on the Common Elements is subject to the following restrictions:

a. No Owner shall occupy or use the Owner's Unit, or permit the Unit or any part of it to be occupied or used, for any purpose other than as a private residence. Nothing in this Declaration shall prevent the Owner from leasing or renting out the Owner's Unit, provided that the Unit is not used for transient or hotel purposes and is subject to the Association's Governing Instruments and Rules.

b. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored in the Common Elements, nor shall anything be altered, or constructed or planted in, or removed from the Common Elements, without the written consent of the Board of Directors.

c. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in any increase of fire insurance premiums or the cancellation of insurance or any part of the Property, or which would be in violation of any law. No waste shall be permitted in the Common Elements. No gasoline, kerosene, cleaning solvents, or other flammable liquids shall be stored in the

Common Elements or in any Unit, provided, however, that reasonable amounts in suitable containers may be stored in the storage spaces.

d. No noxious or offensive activity shall be carried on, in or upon the Common Elements, or Limited Common Elements, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any unit owner. No loud noises or noxious odors shall be permitted on the property, and the Board shall have the right to determine in accordance with the By-Laws if any such noise, odor or activity constitutes a nuisance.

e. No Owner shall park, store or keep any vehicle, except wholly within the garages of each Unit, and any inoperable vehicle shall not be stored in a parking space or within the Common Elements in general. No Owner shall park, store or keep within or adjoining the Property any large commercial-type vehicle (dump truck, cement mixer truck, oil or gas truck, and any other vehicle, mobile or otherwise, deemed to be a nuisance by the Board of Directors). No Owner shall conduct any repairs or restorations of any motor vehicle, trailer or watercraft upon any portion of the Common Elements.

f. No commercial or permanent sign of any kind shall be displayed to the public view on or from any Unit or Common Element without the prior written consent of the Board of Directors except for a For Sale or For Lease sign.

g. No structure of a temporary character, trailer, tent, shack, barn or other outbuildings shall be permitted on the Property at any time, temporarily or permanently, except with the prior written consent of the Board of Directors; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Units or any portion thereof.

h. There shall be no violation of the Rules adopted by the Board and furnished in writing to the Owners pertaining to the use of the Common Elements. The Board is authorized to adopt such Rules.

i. No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Unit or the Common Elements, except in sanitary containers located in appropriate areas. There shall be no exterior fires whatsoever. The Common Elements shall not be used to shake, dry or air clothing, rugs, or other fabrics. No lumber, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Common Elements, except within an enclosed structure or if appropriately screened from view.

j. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to the Rules and Regulations adopted by the Board.

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

3.3. **Ownership.** A Condominium Unit will be a fee simple estate and may be held and owned by any person, firm, corporation or other legal entity singularly, as joint tenants, as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Texas.

3.4. **Maintenance of Unit and Common Elements.** Each Owner shall, at the Owner's sole cost and expense, maintain, repair and replace his or her Unit so as to keep it in good condition and repair. Each

Owner shall also maintain, repair and replace the Limited Common Elements associated with his or her Unit, and those portions of the Common Elements subject to an exclusive easement appurtenant to his or her Unit. The Association shall maintain, repair and replace all portions of any General Common Elements, and items or improvements defined herein as Common Expenses, unless otherwise determined by the Board. In such cases where utilities, equipment, sewer lines, water lines, or other utility infrastructure passes through a Unit, or a Unit's Limited Common Elements, but serves another Unit, each Owner shall allow access, not to be unreasonably withheld, in order to allow the other Owner access to utilities, equipment, sewer lines, water lines, or other utility infrastructure, in order that such utility infrastructure can be repaired and/or serviced. When such access is granted, the Unit or Unit's Limited Common Elements to which access is granted shall be left in the same condition as it was prior to the access being allowed.

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

3.6. **Responsibility for Tenants.** Each Owner shall be responsible for their guests or invitees, if any, to conform to all rules of the Association. If after reasonable written notice, an Owner does not get his Tenant to comply with the Association Rules and Regulations in effect at the time, the Association may take whatever steps necessary to gain compliance to the Rules and Regulations. Any such action by the Association will not create any liability between the Association, its officers, agents, or management personnel and the Owner.

3.7. **Subject to Declaration and Bylaws.** Each Owner and the Association shall comply strictly with the provisions of this Declaration, the By-Laws and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief, or both, maintainable by the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner against another Owner or against the Association.

ARTICLE IV

MANAGEMENT AND ADMINISTRATION

4.1. **Management by the Association.** The Property shall be organized and operated as a residential condominium development by the Owners, as provided herein, through the Association by voting under the name of The Grove Condominium Association. The Association shall be managed by the Board of Directors, duly appointed or elected, pursuant to the terms and conditions of the By-Laws. The Association shall have all powers allowed by the Act, as well as all the powers of a nonprofit corporation established under Texas law, subject only to the limitations contained in this Declaration and in the other Governing Instruments. The Association may perform all acts that may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by this Declaration and the other Governing Instruments. The powers of the Association shall include, but are not limited to the following:

a. The power to establish, fix, and levy assessments against Owners in accordance with the procedures and subject to the limitations set forth in Article IV of this Declaration.

b. The power to adopt reasonable operating rules governing the use of the Common Elements and any facilities located on the Common Elements, as well as the use of any other Association property.

c. The right to institute and maintain actions for damages or to restrain any actual or threatened breach of any of the provisions of the Governing Instruments or Association Rules in its own name, either on its own behalf or on behalf of any consenting Owner.

d. The right to discipline Owners for violation of any of the provisions of the Governing Instruments or Association Rules by suspension of the violator's voting rights or privileges for use of the Common Elements or by imposition of monetary penalties, subject to the following limitations:

(i) The accused Owner must be given written notice of the violation or property damage, stating the amount of any proposed fine or damage charge and that the Owner may request a written hearing before the Board within thirty (30) days of the notice.

(ii) The accused Owner must be given a reasonable time, by a date specified in the notice, to cure the violation and avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months.

(iii) The accused Owner must be given written notice of a levied fine or damage charge within thirty (30) days after the date of levy.

(iv) Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Owner's violation.

e. The power to delegate its authority, duties and responsibilities, through the Board of Directors, to such committees, officers, or employees as are permitted to be retained under the Governing Instruments.

f. The right, through its agents or employees, to enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as is practicable and any damage caused by the entrance shall be repaired by the Association at its own expense.

4.2. **Board of Directors and Officers of the Association.** The affairs of the Association shall be managed and its duties and obligations performed by a Board of Directors. Provisions regulating the number, term, qualifications, manner of election, and conduct of meetings of the members of the Board of Directors shall be set forth in the Bylaws of the Association. The Board shall elect officers which shall include a President, Secretary/Treasurer, and other such officers as the Board may deem proper. Provisions regulating the numbers, term, qualifications, manner of election, powers and duties of the officers shall be set forth in the Bylaws of the Association.

4.3. **Consent by Board.** Any provisions herein requiring the consent of the Board require the unanimous consent of the Board. Notwithstanding the above, the performance of any administrative tasks and duties of the Board as described below, or expanded upon by the Members, shall require only a majority approval of the Board.

4.4. **Duties of the Association.** In addition to the duties delegated to the Association or its agents and employees elsewhere in the Declaration or associated documents, the Association shall be responsible for the following:

a. Operation and maintenance of the Common Elements and the facilities located on the Common Elements. This duty shall include, but shall not be limited to, exterior painting, maintenance, repair and landscaping of the Common Elements and of the furnishings and equipment for the Common Elements as the Board shall determine are necessary.

b. Acquisition of and payment from the maintenance fund for the following:

(i) Each Unit shall be responsible for reimbursing the Association for the cost of any water, sewage, garbage, gas, or other utility service incurred as a result of usage in a Unit or on the Limited Common Elements assigned to a Unit, if the Association is billed for any such service.

(ii) Each Unit shall be responsible for reimbursing the Association for their portion of the cost of any Common Expense defined as such herein, or otherwise approved as such.

(iii) If determined by the Board that a fire insurance policy with extended coverage, as described in Section 6.1, shall no longer be provided by the Unit Owners, a policy or policies of fire insurance with extended coverage endorsement for the full insurable replacement value of the Units and Common Elements payable as provided in Article 6 of this Declaration, or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Owners and their mortgagees, as their respective interests may appear.

(iv) If approved by the Board, a policy or policies insuring the Board, the Owners and/or the Association against any liability to the public or to the Owners and their tenants and invitees, incident to the ownership and/or use of the Project, including the personal liability exposure of the Owners, in such kind as customarily secured with respect to other similar residential condominium projects. The decision of whether or not to obtain such a policy rests with the Board. The limits and coverage shall be reviewed at least annually by the Board and varied at its discretion. The policy or policies shall be issued on a comprehensive liability basis and shall provide under the policy or policies that a Unit Owner shall not be prejudiced as respects his, her or their action against another named insured.

(v) The services of personnel that the Board shall determine to be necessary or proper for the operation and maintenance of the Common Elements.

(vi) Legal and accounting services necessary or proper for the operation of the Association or Common Elements or the enforcement of this Declaration or Governing Instruments.

c. Maintenance of the following books and records, such books and records to be kept in accordance with generally accepted accounting procedures:

(i) Financial records with a detailed account of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and regular expenses of the Common Elements and any other expenses incurred by or on behalf of the Project.

(ii) Minutes and/or Unanimous Written Consents of proceedings of Owners, Members and Board of Directors

(iii) Record of the names and addresses of all Owners with voting rights.

(v) The Condominium Information Statement given to all Owners by the Declarant before sale.

(vi) Voting records, proxies, and correspondence relating to Declaration amendments.

d. Drafting and recording of a Management Certificate not later than the 30th day after the date the Association has notice of a change in any information in a recorded certificate. Each Management Certificate must include:

- i) the name of the Condominium;
- ii) the name of the Association;
- iii) the location of the Condominium;
- iv) the recording data for the Declaration;

v) the mailing address of the Association, or the name and mailing address of the person or entity managing the Association.

4.5. Powers and Duties of the Board of Directors. The Board shall act in all instances on behalf of the Association, unless otherwise provided by this Declaration. The Board's powers and duties shall include, but shall not be limited to, the following:

- a. Enforcement of the applicable provisions of this Declaration, the Bylaws, and any Rules of the Association.
- b. Payment of taxes and assessments that are or could become a lien on the Common Elements or a portion of the Common Elements.
- c. Contracting for casualty, liability, and other insurance on behalf of the Association.
- d. Contracting for goods and services for the Common Elements, facilities, and interests of the Association.
- e. Delegation of its powers to such committees, officers, or employees of the Association as are expressly authorized by the Declaration and associated documents.
- f. Preparation of budgets and financial statements for the Association as prescribed in the Declaration and associated documents.
- g. Formulation of rules of operation for the Common Elements and facilities owned or controlled by the Association.
- h. Initiation and execution of disciplinary proceedings against Owners for violations of provisions of the Declaration and associated documents in accordance with procedures set forth in those documents.
- i. Authorizing entry into any Unit as necessary in connection with construction, maintenance, or emergency repair for the benefit of the Common Element or the Owners in the aggregate.

4.6. Declarant Control. Declarant shall have the power to appoint and remove officers and members of the Board of Members, until one hundred twenty (120) days after Declarant has conveyed fifty (50) percent of the Units in the Project to Owners other than Declarant, provided, however, that, should a formal Board of Directors be elected after Declarant's conveyance of fifty (50) percent of the Units to Owners other than Declarant, one-third of the Board members will be elected according to the voting rights set forth in Section 4.7.

4.7. Membership, Voting and Proxies.

a. Membership. Any person on becoming an Owner shall automatically become a member of the Association. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the condominium regime during the period of ownership and membership in the Association, or impair any rights or remedies which the Board of Directors or others may have against such former Member arising out of, or in any way connected with, ownership and membership and the covenants and obligations incident thereto.

b. Voting. Voting in the Association shall be on a percentage basis. The Owner of each Unit is entitled to a percentage of the total vote equal to the percentage interest that the Owner's Unit bears to the entire Project as assigned in **Exhibit C**. If a Unit has more than one Owner, the aggregate vote of the Owners of the Unit may not exceed the percentage of the total vote assigned to the Unit.

ARTICLE V MAINTENANCE ASSESSMENTS

5.1 COVENANT TO PAY. Each Owner by acceptance of the deed to such Owner's Unit is deemed to covenant and agree, to pay to the Association the regular and special assessments levied pursuant to the provisions of this Declaration. All moneys collected shall be put into a maintenance fund to be used to defray expenses attributable to the ownership, operation, and maintenance of common interests by the Association. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Elements or by abandonment of the Owner's Unit.

5.2. DECLARANT'S COVENANT TO PAY. Declarant covenants and agrees that from the initial assessment until Declarant control terminates, or for three years from the first conveyance of a unit, whichever is earlier, the Declarant shall pay to the Association an amount equal to all operational expenses of the Association, less the operational expense portion of the assessments paid by unit owners other than Declarant. Such expenses do not include any expenses arising from or associated with improvements or units not yet issued a Certificate of Occupancy by the City of Austin.

5.2 ASSESSMENTS FOR COMMON EXPENSES. All Owners shall be obligated to pay the Assessments imposed by the Association to meet the Common Expenses. Assessments for the estimated Common Expenses shall be due monthly in advance on or before the first day of each month. Assessments shall be assessed to each unit owner, based upon the square footage in each owner's unit compared to the square footage of all units.

5.3 PURPOSE OF ASSESSMENT. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Owners, their guests, clients, customers and invitees, in the Property, and in particular for the improvement, maintenance and preservation of the Property and the services and facilities devoted to said purposes that are related to the use and enjoyment of both the Common Elements and the Units.

5.4 PAYMENT OF ASSESSMENTS ON CONVEYANCE OF UNIT. On the sale or conveyance of a Unit, all unpaid assessments against an Owner for the Owner's share in the expenses to which Sections 4.05 and 4.06 of this Declaration refer shall first be paid out of the sale price by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

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

5.5. **LIEN AND FORECLOSURE FOR DELINQUENT ASSESSMENTS.** The Association shall have a lien on each Unit for any delinquent assessments attributable to that Unit. The Association is authorized to enforce the lien through any available remedy, including non-judicial foreclosure pursuant to Texas Property Code Section 51.002. The Owners expressly grant to the Association a power of sale, through a trustee designated in writing by the Association, in connection with any such liens. The lien for the assessments provided for herein shall be subordinate to the lien of any prior recorded mortgage or mortgages granted or created by the Owner of any Condominium Unit to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Unit.

5.6. **REGULAR ASSESSMENTS.** Regular Assessments shall be made in accordance with the following: Within sixty (60) days prior to the beginning of each calendar year, the Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements with adjustments to be made for any expected income and surplus from the prior years' fund. This estimated cash requirement shall be assessed to each Owner or Owners according to the ratio of the number of Units owned by said Owner to the total number of Units in the Project subject to assessment. Each Owner is obligated to pay assessments to the Board in equal monthly installments (determined by the yearly charges as described above, divided by twelve), on or before the first day of each month.

5.7. **SPECIAL ASSESSMENTS.** Special Assessments shall be made in accordance with the following: If the Board determines that the amount to be collected from the Regular Assessments will be inadequate to defray the Common Expenses for the year because of the cost of any construction, unexpected repairs, or for any other reason, it shall make a Special Assessment for the additional amount needed. Such Special Assessments shall be levied and collected in the same manner as Regular Assessments.

5.8. **LIMITATIONS ON ASSESSMENTS.** The Board may not, without the approval of a majority of the voting power of the Association residing in Owners other than Declarant, impose a Regular Assessment per Unit that is more than twenty (20) percent greater than the Regular Assessment for the preceding year. These limitations shall not apply to a Special Assessment levied against an Owner to reimburse the Association for that year. These limitations shall not apply to a Special Assessment levied against an Owner to reimburse the Association for funds expended in order to bring the Owner in compliance with the provisions of the Association's Governing Instruments.

5.9. **COMMENCEMENT OF ASSESSMENTS.** Regular Assessments shall commence on the first day of the month following the date of the closing of the first sale of a Unit in the Project.

5.10. **LIABILITY FOR ASSESSMENTS.** Each monthly portion of a Regular Assessment and each Special Assessment shall be a separate, distinct, and personal debt and obligation of the Owner against whom all assessments are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent.

Article 6

Damage or Destruction

6.1. Insurance Requirement.

- (a) Unless otherwise determined by the Board, each Unit Owner is required to maintain:

- (i) An individual policy or policies of property insurance, insuring against all risks of direct physical loss commonly insured against, including fire insurance with extended coverage endorsement for the full insurable replacement value (as of the effective date and at each renewal date of the policy) of his or her Unit and any Limited Common Elements assigned to his or her Unit; and
- (ii) A general liability insurance policy, including medical payments insurance, in an amount not less than \$500,000.00, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements or Unit, covering his or her Unit, Limited Common Elements assigned to his or her Unit, and all General Common Elements;

or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Owners and their mortgagees, as their respective interests may appear. Such policy or policies shall be payable as provided in Article 6 of this Declaration. Unless otherwise determined by the Board, the Association shall not maintain a commercial general liability insurance policy separate from the policy described above.

- (b) **Rebuilding, Insufficient Insurance Proceeds.** If the Project is damaged or destroyed by fire or any other disaster, each Unit Owner shall use any of his or her insurance proceeds, to reconstruct, repair or replace: (1) his or her Unit, (2) any portions of the Limited Common Elements assigned to him or her, (3) his or her percentage of any General Common Elements, and (4) any other portion of the Project owned or assigned to his or her use, unless the Condominium is terminated, repair or replacement would be illegal under any state or local health or safety statute or ordinance, or at least one-hundred (100) percent of the Unit Owners vote not to rebuild. A vote not to rebuild does not increase an insurer's liability to loss payment obligation under a policy, and the vote does not cause a presumption of total loss. The cost of repair or replacement of a Unit or a structure or fixture in a Common Element in excess of the insurance proceeds is an expense of the Unit Owner to which such is assigned (or if referring to a General Common Element, an expense of the Unit Owner in the same percentage as his or her ownership).
- (c) If the Owners so vote as to not rebuild any Unit, that Unit's allocated interests as set forth in **Exhibit C**, shall be automatically reallocated to the other Unit, and the Association shall prepare, execute, and record an amendment to **Exhibit C** of the Declaration reflecting the reallocation.

6.2. Application of Master Insurance Policy Proceeds. If the Board has elected to have a master insurance policy pursuant to Paragraph 4.4(b)(iv), the following provisions apply:

- (a) If the Project is damaged or destroyed by fire or any other disaster, the Association shall use the master insurance proceeds, except as provided in Section 6.01 of this Declaration, to reconstruct, repair or replace the Project, unless the Condominium is terminated, repair or replacement would be illegal under any state or local health or safety statute or ordinance, or at least eighty (80) percent of the Unit Owners, including each owner of a Unit or assigned Limited Common Element that will not be rebuilt or repaired, vote not to rebuild. A vote not to rebuild does not increase an insurer's liability to loss payment obligation under a policy, and the vote does not cause a presumption of total loss. The cost of repair or replacement in excess of the insurance proceeds and reserves is a common expense. If the entire Project is not repaired or

replaced, any insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Project, the insurance proceeds attributable to the Units and Limited Common Elements that are not rebuilt shall be distributed to the Unit Owners of those Units and to which those Limited Common Elements are assigned.

- (b) If the Owners so vote as to not rebuild any Unit, that Unit's allocated interests as set forth in **Exhibit C** shall be automatically reallocated to the other Unit, and the Association shall prepare, execute, and record an amendment to **Exhibit C** of the Declaration reflecting the reallocation. If the entire Project is not repaired or replaced and unless otherwise unanimously agreed to by the Owners, the master insurance proceeds, if any, shall be delivered pro rata to the Owners or their mortgagees, as their interest may appear, in accordance with the percentages or fractions set forth in **Exhibit C** of this Declaration.
- (c) **Insufficient Insurance Proceeds.** When reconstruction is required by the terms of Section 6.02 of this Declaration, but the master insurance proceeds are insufficient to cover the cost of reconstruction, the costs in excess of the master insurance proceeds and reserves shall be considered a Common Expense (pro-rated by costs per Unit to rebuild) that is subject to the Association's lien rights.
- (d) **Obtaining Bids for Reconstruction.** If the Project is damaged by fire or any other disaster, the Board shall obtain firm bids, including the obligation to obtain a performance bond, from two or more responsible contractors to rebuild the Project in accordance with its original plans and specifications. The Board shall also, as soon as possible after obtaining the bids, call a special meeting of the Owners to consider the bids. If the Board fails to do so within sixty (60) days after the causality occurs, any Owner may obtain bids and call and conduct a meeting as provided by Section 6.03. At such meeting, the Owners may, by a vote of not less than fifty (50) percent of the votes present, elect to reject all of the bids, or, by not less than fifty (50) percent of the votes present, elect to reject all the bids requiring amounts more than five hundred dollars (\$500) in excess of available insurance proceeds. If all bids are rejected, the Board shall obtain additional bids for presentation to the Owners. Failure to reject all bids shall authorize the Board to accept the unrejected bid it considers most favorable.

Article 7 – Rights to Beneficiaries Under Deeds of Trust

7.01. Rights to Beneficiaries Under Deeds of Trust. Declarant warrants that beneficiaries under deeds of trust to Units in the Project shall be entitled to the following rights and guaranties:

- (a) Should any of the Association's Governing Instruments provide for a "right of first refusal," such right shall not impair the rights of a beneficiary under a first lien deed of trust to the following:
 - i) To exercise the power of sale, foreclosure, or take title to a Unit pursuant to the remedies provided in the deed of trust.
 - ii) To accept a deed or assignment in lieu of sale or foreclosure in the event of default by a grantor.
 - iii) To interfere with a subsequent sale or lease of a Unit so acquired by the beneficiary.

- (b) A beneficiary under a first lien deed of trust is entitled, on request, to written notification from the Association of any default in the performance by the grantor of any obligation under the Association's Governing Instruments that is not cured within sixty (60) days.
- (c) Any beneficiary under a first lien deed of trust who obtains title to a Unit pursuant to the remedies provided in the deed of trust will not be liable for such Unit's unpaid assessments that accrue prior to the acquisition of title to the Unit by the beneficiary.
- (d) Unless fifty-one percent (51%) of the beneficiaries under the first deeds of trust (based on one (1) vote for each first deed of trust owned) or Owners other than Declarant give their prior written approval, the association shall not be entitled to the following:
 - i) By act or omission, to seek to abandon or terminate the Project.
 - ii) To change the pro rata interest or obligations of any individual Unit for the purpose of:
 - a) Levying assessments or charges.
 - b) Allocating distributions of hazard insurance proceeds or condemnation awards.
 - c) Determining the pro rata share of ownership of each Unit in the Common Elements and in the improvements in the Common Elements.
 - iii) To partition or subdivide any Unit.
 - iv) By act or omission, to seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements. The granting of easements for utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause.
 - v) In case of loss to a Unit and/or Common Elements of the Project, to use hazard insurance proceeds for losses to any Project property (whether to Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such property, except as provided by statute.
- e) All taxes, assessments, and charges that may become liens prior to the first mortgage under local law shall relate only to the individual Units and not to the Project as a whole.
- f) No provision of the Governing Instruments of the Association gives any Owner, or any other party, priority over any rights of a beneficiary under a first lien deed of trust to an Unit pursuant to its deed of trust in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Units and/or the Common Elements or portions of the Common Elements.
- g) Association assessments shall be large enough to provide for an adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis. The reserve fund will be funded through the regular monthly assessments rather than by special assessments.

ARTICLE 8
GENERAL PROVISIONS

8.1. Amendment.

- (a) This Declaration may be amended only at a meeting of the Unit Owners at which the amendment is approved by the holders of at least one hundred (100) percent of the ownership interests in the Project.
- (b) An amendment of the Declaration may not alter or destroy a Unit or a Limited Common Element without the consent of the affected Owner and the Owner's first lien mortgagee.
- (c) Any amendment shall be evidenced by a writing that is prepared, signed, and acknowledged by the President or other officer designated by the Board to certify amendments. The amendment shall be effective on filing in the office of the county clerk of Travis County, Texas.

8.2 Correction of Error. Declarant reserves, and shall have the continuing right, without the consent of the other Owners or any Mortgagee, to amend this Declaration, the By-Laws or the Articles of Incorporation of the Association for the purpose of complying with the of the State of Texas or resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or complying with any state or federal requirements. In this connection, each Owner, upon purchase of his Unit, and as a part of the consideration therefore, shall agree to execute consent to such filing upon request.

8.3 Notice. All notices, demands or other actions intended to be served upon an Owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such Owner in care of the Unit number and Building address of such Owner. All notices, demands or other notices intended to be served upon the Board of Directors or the Association shall be sent by certified mail, postage prepaid, c/o Jeffrey Levine, Storybook Development, 8500 Shoal Creek, Building 4, Suite 200, Austin, Texas 78757, until such address is changed by the filing of a Statement of Change of Registered Office by the Association in the office of the Secretary of State of the State of Texas.

8.4. Conflict between Declaration and Bylaws. Whenever the application of provisions of this Declaration conflicts with the application of any provision of the By-Laws, the provisions or application of this Declaration shall prevail.

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

8.6. Dispute Resolution. If any controversy involving the construction or application of any of the terms, covenants, or conditions of this Declaration, the Bylaws or the Rules and Regulations arises, the parties to the dispute shall first attempt to resolve any dispute through informal negotiation. If the dispute is unable to be resolved through informal negotiation, then any disputes shall, on the written request of one party served upon the other, be submitted to mediation. If mediation is unsuccessful in resolving all of the disputes between the parties, then any and all remaining disputes shall be submitted to binding arbitration according to the rules set forth by the American Arbitration Association.

8.7. Omissions. In the event of the omission from this Declaration of any word, sentence, clause, provision or stipulation which shall be necessary for the accomplishment of the intent and purposes hereof, or any part hereof, then such omitted matter shall be supplied by inference and/or by reference to the Act.

8.8. **Validity and Enforceability.** While Declarant has no reason to believe that any of the provisions of this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of such provisions. Any Owner acquiring a Unit in reliance on one or more of the provisions of the Declaration shall assume all risks of the validity and enforceability thereof and, by acquiring such Unit, agreed to hold Declarant harmless therefrom.

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

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

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

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

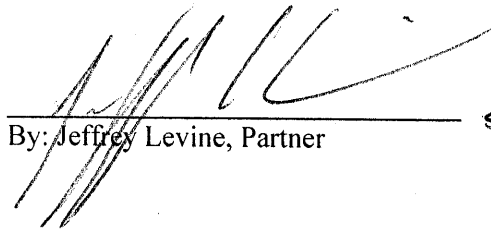
8.13. **Fair Housing.** Neither Declarant nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Unit to any person on the basis of race, color, sex, religion, ancestry, or national origin.

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

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed and delivered by its duly authorized managing partner on this the 18th day of September 2008.

Declarant's Signature

4TH STREET PARTNERSHIP



By: Jeffrey Levine, Partner

SEE ATTACHED NOTARY FORM.

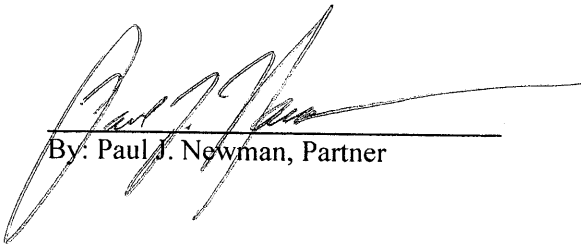
ACKNOWLEDGEMENT

THE STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on the ____ day of _____, 2008, by Jeffrey Levine, Partner, 4th Street Partnership.



By: Paul J. Newman, Partner

Notary in and for the State of Texas

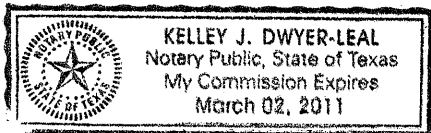
ACKNOWLEDGEMENT

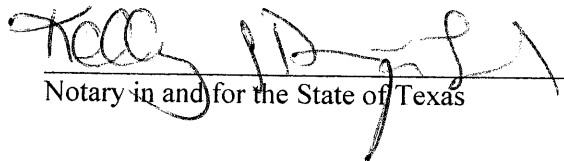
THE STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on the 18th day of September, 2008, by Paul J. Newman, Partner, 4th Street Partnership.





Notary in and for the State of Texas

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On SEPT. 22, 2008 before me, Mangala T.B. Tennakoon, Notary Public,
Date Here Insert Name and Title of the Officer

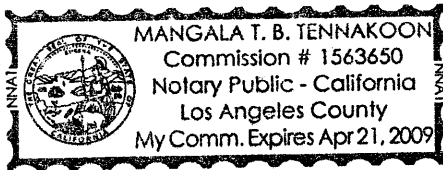
personally appeared JEFFREY LEVINE

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: DECLARATION OF THE GROVE CONDOMINIUMS

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: JEFFREY LEVINE

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☒ Partner — ☐ Limited ☐ General
☐ Attorney in Fact 4th STREET
☐ Trustee PARTNERSHIP
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Robert Newman

By: Robert Newman, Partner

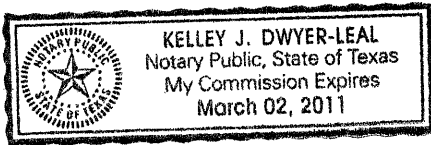
ACKNOWLEDGEMENT

THE STATE OF TEXAS

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§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 18th day of September, 2008, by Robert Newman, Partner, 4th Street Partnership.



Kelley J. Dwyer-Leal
Notary in and for the State of Texas

Exhibit A

3012 and 3014 S. 4th St., Austin, Texas 78704, otherwise known as,

Lots 1 & 2, Block L, Oak Ridge Heights, Section Three, a Subdivision in Austin, Travis County, Texas
according to the map or plat thereof recorded in Volume 4, Page 241, Plat Records of Travis County, Texas.

Exhibit B

Limited Common Elements of Units

The Limited Common Elements of each Unit are identified as the following on **Exhibit E**:

3012A = LCE 1
3012B = LCE 2
3014A = LCE 4
3014B = LCE 3

The Limited Common Elements of the Units consist of:

- (a) the exclusive use of the land on which the Unit is located, consisting of the area marked as such and set forth in **Exhibit E**; with the exception of any General Common Elements;
- (b) the mail receptacles, yards, gardens, and driveway assigned to a Unit, as set forth in **Exhibit E**;
- (c) the fences and walks assigned to a Unit, as set forth in **Exhibit E**; and
- (d) the installations consisting of the equipment and materials making up the central services such as gas, refrigerant, central air conditioning and central heat, water tanks, heaters, pumps and the like, to the extent that such equipment and materials serves more than one Unit.

General Common Elements

The General Common Elements, if any, are as set forth in **Exhibit E**.

Percentage Interests

Each Unit Owner's undivided interest in the Common Elements is Twenty-five Percent (25%).

Each Unit Owner's interest in the Common Expenses of the Association is Twenty-five Percent (25%).

Each Unit Owner's portion of votes in the Association is Twenty-five Percent (25%).

Owner's Unit is Twenty-five Percent (25%) of the entire Project.

Exhibit C

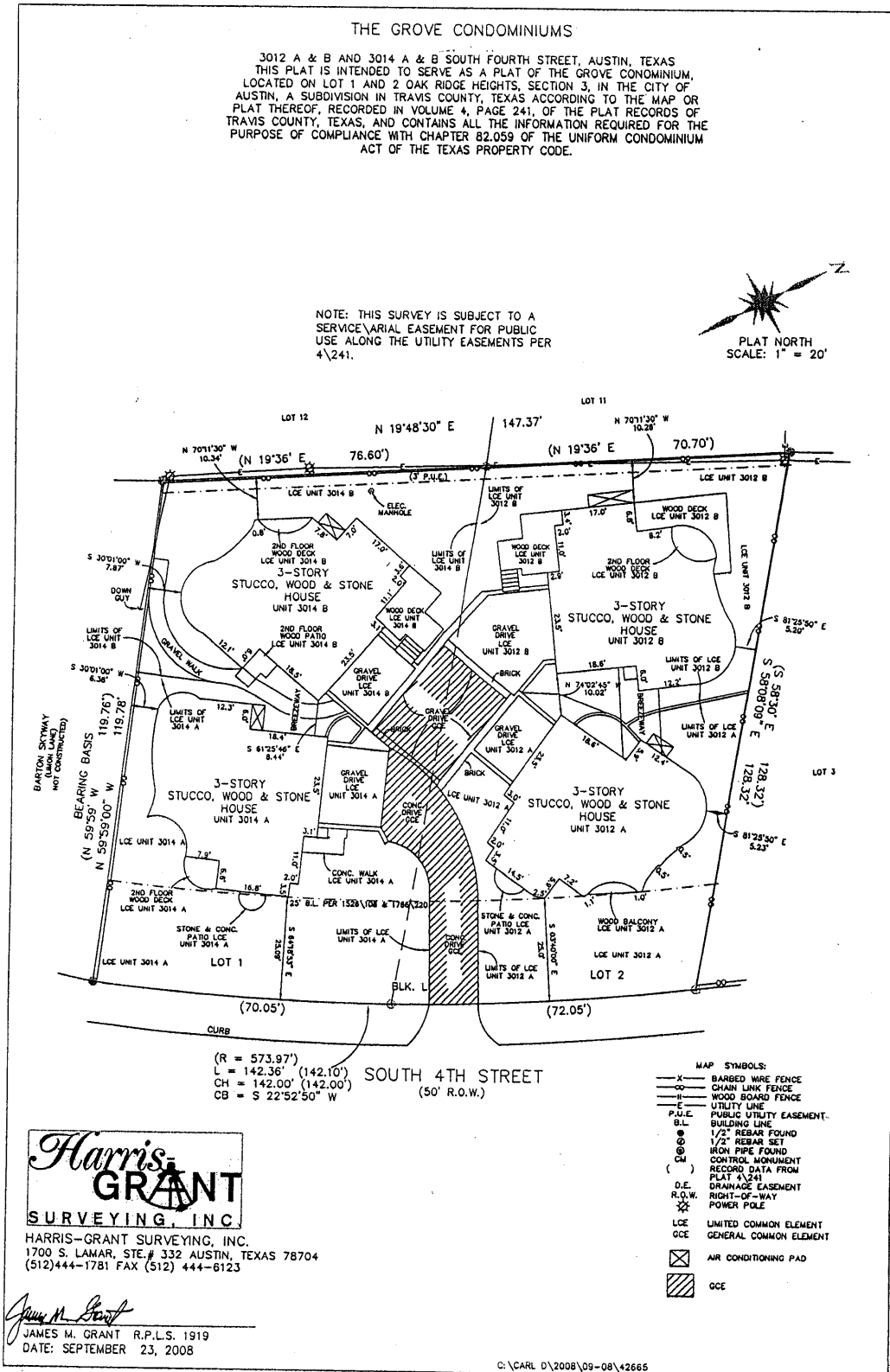
Unit 3012A: Twenty-five Percent (25%)
Unit 3012B: Twenty-five Percent (25%)
Unit 3014A: Twenty-five Percent (25%)
Unit 3014B: Twenty-five Percent (25%)

Exhibit D

The Property is subject to the following easements and restrictive covenants:

1. Those recorded in the Official Public Records of Travis County, Texas, and reflected on the survey at Exhibit E.

Exhibit E



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blank.

Exhibit F

MANAGEMENT CERTIFICATE

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

1. Exact name of Owners' Association: The Grove Condominium Association
2. Name of project: The Grove Condominiums
3. Address of project: 3012 & 3014 S. 4th St., Austin, Texas 78704
4. Exact name of Declaration of Covenants, Conditions and Restrictions:

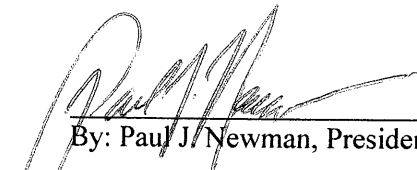
Declaration of Covenants, Conditions and Restrictions of The Grove Condominiums

5. Declaration Recording Data:

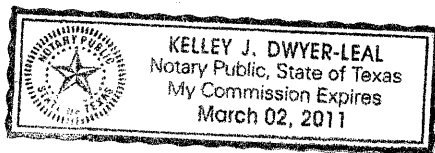
Document No. as noted hereon Official Public Records of Travis County Texas

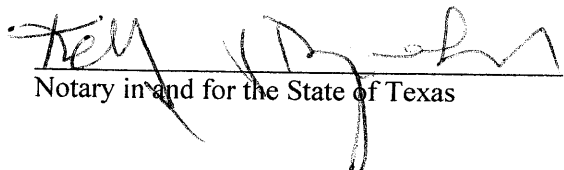
6. Name of Declarant: 4th Street Partnership
7. The President of the Association is the Managing Agent of the Association.
8. Name and mailing address of President of the Association:

Paul J. Newman
8500 Shoal Creek, Building 4, Suite 200
Austin, Texas 78757


By: Paul J. Newman, President

This instrument was acknowledged before me on the 18th day of Sept, 2008, by Paul J. Newman.




Notary in and for the State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



2008 Sep 23 04:58 PM 2008159485

PEREZTA \$120.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS