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Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
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*Word version of recorded Declaration with all recorded Amendments incorporated.

CAMBRIDGE CONDOMINIUMS COUNCIL OF OWNERS

The undersigned hereby certifies that he/she is the duly elected, qualified and acting officer of the Cambridge Condominiums Council of Owners, a Texas non-profit corporation (the "Association"), and that this document represents a text-searchable facsimile of the Declaration of Condominium dated June 26, 1979 and filed on August 10, 1979 in the Official Public Records of Travis County, Texas under Volume 7, Page 513, and any and all supplements and amendments thereto. The attached is not intended to be an amendment and/or restatement of any of the original documents referenced therein, and does not affect the validity of such documents as recorded in the Official Public Records of Travis County, Texas; rather the attached is intended to combine, for convenience and reference purposes only, these governing documents of the Association.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 20th day of October, 2020.

CAMBRIDGE CONDOMINIUMS COUNCIL OF OWNERS, a Texas non-profit corporation

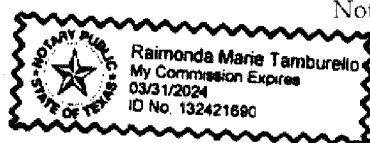
By: *J. Miller*
Printed Name: Jeanine Miller
Title: President, Board of Directors

STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me of this 20th day of October, 2020, by Jeanine Miller, President of the Cambridge Condominiums Council of Owners, a Texas non-profit corporation, on behalf of said corporation.

[SEAL]

Rainonda M. Tamburello
Notary Public Signature



STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDMENT TO DECLARATION OF CONDOMINIUM

CAMBRIDGE CONDOMINIUMS

KNOW ALL MEN BY THESE PRESENTS

A. Pursuant to notice mailed on May 23, 1989 to all members of the Council of Co-owners of the Cambridge Condominiums, as that Condominium exists under a Declaration of Condominium dated June 26, 1979 and filed on August 10, 1979 in the Condominium Records of Travis County, Texas, at Volume 7, Page 513, the council of Co-owners met at 8:00 p.m. on June 13, 1989 in the lobby of the Condominium for a Special Called Meeting.

B. The notice of the Special Called Meeting mailed on May 23, 1989, to the Co-owners who were record owners of Units, gave notice to all Co-owners that amendments to the Declaration, of Condominium would be proposed, and that a summary of the proposed changes were set out in the notice.

C. A total of one-hundred seventy-six (176) votes were entitled to be cast at the meeting. On motion duly made, seconded, and carried by a vote of one hundred forty-one (141) in favor and one (1) against, [approval by eighty and eleven hundredths percent (80.11%) of votes of all units], the Declaration of Condominium as heretofore described, was amended by striking the entire Declaration of Condominium; dated June 26, 1979, recorded in Volume 7, page 513, et. seq. of the Condominiums Records of Travis County, Texas, and all Amendments to Declaration filed heretofore, and replacing them with the Revised Declaration of Condominiums attached hereto as Exhibit One, which Revised Declaration of Condominiums shall supersede and in all things be substituted for the original Declaration of Condominiums and Amendments thereto.

KNOW ALL MEN BY THESE PRESENTS ALSO:

That Herbert E. Walker, president of the Council of Co-owners as of the of the June 13, 1989 Special Calling Meeting of the Council of Co-owners, and Ima J. Womack, secretary of the Council of Co-owners of the time of the said Meeting hereby certify that the foregoing is a true and full recitation of the formal actions of the Council of Co-owners, insofar as they relate to the Amendment Declaration of Condominium, that all requirements of notice and manner of voting were observed, and that the foregoing Amendment to the Declaration of Condominium were agreed to by the owners holding in the aggregate at least sixty-seventy percent (67%) of the votes in the Condominium.

AND THAT THEY SIGN THIS DOCUMENT for the purposes of filing in the Real Property Records of Travis County, Texas to constitute Amendment to the Declaration of Condominium by which the Cambridge Condominium was created by the original filing on August 10, 1979 in the Condominium Records of Travis County, Texas at Volume 7, Page 513 and for that purpose and to certify which they have hereunto affixed their signatures on this ____ day of June, 1989.

***[THIS PAGE INTENTIONALLY LEFT BLANK. SEE ORIGINAL DOCUMENT FOR
EXECUTION PAGE.]***

*Word version of recorded Declaration with all recorded Amendments incorporated.

EXHIBIT ONE

THE CAMBRIDGE CONDOMINIUMS

REVISED DECLARATION OF CONDOMINIUMS

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*Word version of recorded Declaration with all recorded Amendments incorporated.

THE CAMBRIDGE CONDOMINIUMS REVISED DECLARATION OF CONDOMINIUM

ARTICLE I DEFINITIONS

Section 1.1 **DEFINITION OF TERMS.** When used in this Declaration of Condominium, the words set out below shall have the following meanings:

(a) **BOARD** - The Board of Directors of The Cambridge Condominiums Council of Owners.

(b) **BUILDING** - The residential and commercial building, (known as Cambridge Tower), Garage and all other improvements now or hereafter placed on the Land. The location of the Building on the Land is more particularly described on Exhibit "B" attached hereto and made a part hereof for all purposes. The Building and Units are more completely described on the plats which are attached hereto as Exhibit "C" and made a part hereof for all purposes.

(c) **BY-LAWS** - The By-Laws of The Cambridge Condominiums Council of Owners.

(d) **COMMERCIAL UNIT** - A Commercial Unit is one of the three separate Units located on the first floor of the Building, the locations and perimeters of which are indicated on the plats which are attached hereto as Exhibit "C" and made a part hereof for all purposes. The perimeter walls of the Commercial Units, as well as the doors and windows of the Units are Common Elements of the Building. The space boundaries of a Commercial Unit are (i) the interior surfaces of the perimeter walls, doors and windows and (ii) the surfaces of the concrete floors and (iii) the lower surfaces of the concrete slabs and joists (as distinguished from the suspended, false ceilings in some areas of the Units) of the floor above. The space of a Commercial Unit is subject to permanent easements of existing pipes and Wires which are Common Elements and which traverse the space of the Unit. Interior trim around windows and doors of each Unit, as well as door knobs, door locks and associated hardware are part of each unit and are not Common Elements.

(e) **COMMON ELEMENTS** - The Common Elements shall be and include all of the Land and Buildings except the Units as defined herein and shall include, without limiting the generality of the foregoing, foundations; supporting columns; girders; beams; slabs; supports; dividing walls between two or more Units or between Units and Common Elements; roofs; halls; lobbies; walkways; stairs; stairways; fire escapes; entrances and exits of the Building; basements; grounds; gardens; the Garage; swimming pool; club room; sun deck; managerial offices and apartments; laundry and storage areas; furnishings and equipment of the lobby; swimming pool; mailroom; areas used for storage of janitorial supplies; maintenance equipment and materials; installations of all central services, including power, light, gas, water, heating, air conditioning and waste collection; elevators; tanks; pumps; motors; fans; compressors; ducts; driveways; and in general all apparatus and installations existing for the common use or necessary or convenient to the operation,

maintenance and use of the property as a condominium including those which have been designated as common areas and facilities on the plats attached hereto; and all repairs and replacements of or additions to any of the foregoing. The lobbies, railways, stairs, club rooms, Land and other Common Elements intended to be used for passage or temporary occupancy by persons are sometimes referred to as the "Common Areas".

(f) **COMMON EXPENSE CHARGE** - The assessment made and levied against each Owner and his Unit for management and operation of the Condominium and the Condominium Regime and for repairs, maintenance and operation of the Common Elements (including Late Charges and provisions for reserves) in accordance with the provisions hereof.

(g) **COMMON EXPENSE FUND** - That portion of the accumulated Common Expense Charges budgeted for the administration and operation of the Condominium, and for the maintenance, repair, replacement or reconstruction of all or any portion of the Common Elements. The Common Expense Fund is distinguished from that portion of the accumulated Common Expense Charges which is the Reserve Fund, the use of which is restricted to major maintenance, replacements, and specifically authorized additions to the Common Elements.

(h) **COMMUNITY RULES** - The general rules, guidelines, controls, requirements, criteria, conditions, specifications and requisites adopted by the Board of Directors, for the purposes of (i) elaborating and clarifying the provisions of the Declaration of Condominiums, the By-Laws, and the Condominium Regulations and (ii) defining the rights and obligations of Owners, tenants and guests in the use and preservation of the Units and of the Common Elements of the Condominium and maximizing of all occupants of the Building while minimizing the interference with the enjoyment by other occupants of the Building.

(i) **CONDOMINIUM** - The Land, the Building and all other improvements erected thereon and rights appurtenant thereto. The components of the Condominium are further herein classified as "Common Elements", "Limited Common Elements" and "Units", as defined herein. The legal rights, duties of ownership, use and administration created by the terms of the Texas Condominium Act, this Revised Declaration of Condominium, the By-Laws, Condominium Regulations and the Community Rules promulgated thereunder are also a part of the Condominium and are sometimes referred to as the "Condominium Regime".

(j) **CONDOMINIUM REGULATIONS** - The Regulations adopted by the Cambridge Condominium Council of Owners concerning the management and administration of the Condominium Regime and the use of the Common Elements in order to assure to all Owners the pleasure and benefit of ownership of a Unit and use of the Common Elements.

(k) **COUNCIL** - The term "Council" shall have the same meaning as the term "Council of Owners" in the Texas Condominium Act.

(1) **DECLARATION OF CONDOMINIUM** - The governing document, filed in the Condominium Records of Travis County, Texas, which establishes property under a condominium regime pursuant to the Texas Condominium Act. This includes amendments duly adopted by the Developer and the Council of Owners, and likewise on file in the Condominium Records of Travis County. For purposes of this Revised Declaration of Condominium, distinction will be made between the Original Declaration and its amendments, and this Revised Declaration as follows:

(1) **ORIGINAL DECLARATION OF CONDOMINIUM** - That Declaration of Condominium dated June 28, 1979 executed by the Developer under the provisions of the then governing Texas Condominium Act, and filed by said Developer on August 10, 1979, in the Condominium Records of Travis County, Texas, at Volume 7, Page 513. Said-Original Declaration of Condominium has been amended as follows:

(A) By action of the Council of Owners at its Annual Meeting on February 25, 1981, evidenced by a document filed April 28, 1981, in the Condominium Records of Travis County at Volume 7, Page 198.

(B) By action of the Developer evidenced by a document dated November 2, 1981, and filed in the Condominium Records of Travis County, Texas, on November 4, 1981 at Volume 7615, Page 839.

(C) By action of the Developer evidenced by a document dated November 2, 1981, and filed in the Condominium Records of Travis County, Texas, on November 4, 1981 at Volume 7637, Page 574, said document being a duplicate of (B) above except for the inclusion of a page marked "Schedule I", and the following sentence typed on the first page: "THIS DECLARATION IS BEING RERECORDED TO ADD SCHEDULE I".

The effects of these amendments are incorporated in the Revised Declaration of Condominium defined below. Said Original Declaration of Condominium, together with the foregoing amendments and By-laws, and the Community Rules adopted pursuant to the Original Declaration of Condominium, comprise the documents governing the administration of the condominium regime prior to the adoption of this Revised Declaration of Condominium 'by the Council of Owners on the date stated in the formal filing of this Revised Declaration of Condominium in the Condominium Records of Travis County, Texas.

(2) **REVISED DECLARATION OF CONDOMINIUM** - The Declaration of Condominium adopted by the Council of Owners at a Special Meeting, held on June 13, 1989, and amendments duly adopted thereafter.

(m) **DEVELOPER** - Cambridge Tower Corporation, a Texas corporation, which, effective June 28, 1979, caused the Cambridge Tower Apartments to be converted to Cambridge Condominiums under the Texas Condominium Act. Except as a frame of

reference, the Developer has no position in the condominium under this Declaration of Condominium.

(n) EASEMENT - A right to use a particular part of Units or of Common Elements for the purposes for which they were designed and in compliance with the terms of this Declaration, the By-Laws and the Condominium Regulations.

(o) GARAGE - That part of the Building designed for the parking of vehicles and designated "1st Parking Level" and "2nd Parking Level" on Exhibit "C" attached hereto and made a part hereof.

(p) LAND - The real property more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

(q) LIMITED COMMON ELEMENTS - Those portions of the Common Elements reserved for the exclusive use of the Owners of certain Units to the exclusion of the Owners of other Units, and shall include, without limiting the generality of the foregoing, the assigned parking spaces and storage cabinets.

(r) MORTGAGE - A pledge of or a security interest in a Unit given to a creditor as a security for the repayment of a loan made to an Owner.

(s) MORTGAGEE - The person or entity holding a pledge of or security interest in a Unit to secure the payment of a debt.

(t) OWNER - Any person or persons, firm, corporation or other entity who or which owns, of record, fee simple title to one or more Units in The Cambridge Condominiums, but the term "Owner" shall not include any Mortgagee. The term "Owner" shall be construed in the singular or plural number according to whether they respectively represent one or more persons or entities and references to the gender include any other gender.

(u) PARKING SPACES - The spaces for the parking of vehicles Within the Garage as shown on Exhibit "C" attached hereto and made a part hereof for all purposes.

(v) PERCENTAGE OWNERSHIP INTEREST - The undivided interest in and to the Common Elements associated with and appurtenant to each Unit as set forth on Exhibit "D" attached hereto and made a part hereof for all purposes.

(w) PROFESSIONAL MANAGEMENT - Management of the condominium regime by any person or property management company engaged by the Board under the provisions of Article 3.1- AUTHORITY TO MANAGE, qualified by training or general business experience to manage the condominium regime in a business-like manner, shall constitute Professional Management.

(x) RESERVE FUND - That portion of the Common Expense Charges budgeted for addition to Reserves, the use of which is restricted to expenditures specifically authorized for major repairs and maintenance, major replacements, or additions to the

Building, the equipment or furnishings. The Reserve Fund is distinguished from that portion of the accumulated Common Expense Charges which is the Common Expense Fund, defined elsewhere, for use as budgeted for the administration and operation of the Condominium, and for the normal and regular maintenance, repair, replacement or reconstruction of all or any portion of the Common Elements.

(y) **RESIDENTIAL UNIT** - A Residential Unit is one of the 166¹ separate Units located above the first floor of the Building, the locations and perimeters of which are indicated on the plats which are attached hereto as Exhibit "C". The perimeter walls of the Residential Units, as well as the doors and windows of the Units are Common Elements of the Building. The space boundaries of a Residential Unit shall be (i) the interior surfaces of the perimeter walls, doors and windows, (ii) the surface of the concrete floors and (iii) the ceiling plane determined by the concrete surface (as distinguished from the suspended, false ceilings in the kitchens, bathrooms, halls and dining areas). The space boundaries of the balcony portion of a Residential Unit shall be (i) the outer surface of the walls, windows and doors of the balcony (balconies being designated as "terraces" on Exhibit "C" attached hereto), (ii) the inner surface of the floor and ceiling of balcony except for the Units on the fifteenth floor as to which the upper boundary shall be the extended interior ceiling plane, (iii) the two verticle planes which are the outward extensions of the interior surfaces of the perimeter walls which separate the Unit from adjacent Units (or in some cases from Common Elements) and (iv) the verticle plane which coincides with the exterior edges of the balcony; however, the balcony balustrade is a Common Element. The space of a Residential Unit is subject to permanent easements of existing pipes and Wires which are Common Elements and which traverse the space of the Units. In addition to the air space comprising a Unit, the Unit shall include the interior walls, finishing materials applied or affixed to the perimeter and interior walls, floors and ceilings (such as, but without limitation, paint, wall paper, drapes, vinyl wall or floor coverings and carpets); and all utility pipes, wires, lines, systems, fixtures, air ducts, air handlers, and other equipments and appliances serving only that Unit (whether or not within the boundaries of that Unit) Interior trim around windows and doors of each Unit as wells as door knobs, door locks and associated hardware shall be a part of each Unit and shall not be Common Elements.

(z) **SELF MANAGEMENT** - Management of the condominium regime by members of the Board, with or without assistance from Owners, under any arrangement not meeting the requirements of PROFESSIONAL MANAGEMENT as defined above, shall constitute Self Management.

(aa) **SPECIAL ASSESSMENT** - Any assessment over and above the Common Expense Charge necessary for the administration of the Condominium, or for the preservation, replacement, improvements or additions to the Condominium.

¹ Total Unit number amended by the 1995 Amendment to Declaration (Volume 12378, Page 66 in the Official Public Records of Travis County, Texas).

(bb) **STORAGE SPACES** - Those areas designed for the storage of personal property located on the two lower parking levels of the Building and designated as “Bulk Storage Lockers” on Exhibit “C”

(cc) **TEXAS CONDOMINIUM ACT** - - Title 7, Chapter 81 of the Texas Property Code and its predecessor law, Article 1301a of the Texas Revised Civil Statutes, as amended from time to time. These laws provide for the creation of condominium regimes and establish basic laws for their operation.

(dd) **UNIT** - One of the 173² segments into which that part of the Building, other than the Common Elements, is divided for purposes of separate ownership and right of occupancy, and to which undivided interests in the Common Elements are assigned. The term “Unit” shall have the same meaning as the term “Apartment” as used in the Texas Condominium Act. Units located on the first floor of the Building are elsewhere herein defined as “Commercial Units” and the Units on the floors above the first floor are elsewhere herein defined as “Residential Units”.

Section 1.2 **DEFINITION OF RIGHTS AND RESPONSIBILITIES.**

(a) Each Owner shall have exclusive ownership of his respective Unit and shall have the common right to share, with all other Owners, in the use of the Common Elements in accordance with the purposes for which they are intended and in compliance with the provisions hereof, without hindering or encroaching upon the lawful rights of the other Owners.

(b) Where the term “Owner” is used in the granting of licenses, easements or rights to use Units, Common Elements or Limited Common Elements, the family of such Owner and each member thereof, as well as such Owner’s guests, tenants, servants, employees and invitees shall also be entitled to the rights, easements or licenses so granted.

(c) The existing physical boundaries of each Unit, or any Unit reconstructed in accordance with the original plans therefor, shall be conclusively presumed to be its boundaries regardless of settling, rising or lateral movement of the Building and regardless of variances between boundaries shown on the plat and those of the Building in accordance with Section 81.105 of the Texas Condominium Act. None of the rights and obligations of the Owners created herein, or by any deed delivered to any Owner, shall be altered in any way by encroachments due to the settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

Section 1.3 **PARKING SPACES AND STORAGE SPACES.** Parking Spaces and Storage Spaces may be assigned and reassigned by the Board at any time and from time to time and, pending assignment, may be used for visitors, guests, and others performing any service,

² Total Unit number amended by the 2010 Amendment to Declaration (Document No. 2010187014, Official Public Records of Travis County, Texas).

repair or other functions for the benefit of the Condominium, subject to Condominium Regulations and Community Rules promulgated hereunder. Subject to the right to reassignment by the Board, Parking Spaces and Storage Spaces, once assigned by the Board, shall be Limited Common Elements for the exclusive use (but not ownership) of the Owner of the Unit to which they are assigned; provided, however, each Owner of a Unit shall at all times have the exclusive use of the number of Parking Space(s) herein allocated to such Owner's Unit as follows:

- (a) Units 2J, 3J, 4J, 5J, 6J, 7J, 8J, 9BC, 9J, 10J, 11J³, 12J, 13J, 14AB, 14J, and 15J - Two (2) Parking Spaces provided, however, that the two Parking Spaces allocated to each of Units enumerated in this Sub-section 1.3(a) shall abut or adjoin one another at one of the two narrow or short sides of said Parking Spaces, i.e. one such Parking Space must be entered and exited through or across the other;
- (b) All Residential Units not hereinbefore specifically set out in this Section 1.3 - One (1) single Parking Space;
- (c) Unit 1A1 - Four (4) Parking Spaces
Unit 1A2 - Four (4) Parking Spaces
Unit 1A3 - Three (3) Parking Spaces
Unit 1A4 - Three (3) Parking Spaces⁴
- (d) Unit 1B - Five (5) Parking Spaces⁵
- (e) Unit 1C - Five (5) Parking Spaces
- (f) Unit 1D - Two (2) Parking Spaces⁶

The Storage Spaces corresponding to the Parking Spaces assigned pursuant to the above shall be for the exclusive use, as Limited Common Elements, of Owners to whom the Parking Spaces are assigned.

Notwithstanding the rights of exclusive use herein created for Parking Spaces and Storage Spaces, the two lower floors of the Building in which such Parking Spaces and Storage Spaces are located shall be and always remain Common Elements.

ARTICLE II GENERAL PROVISIONS

Section 2.1 USE RESTRICTIONS.

³ Unit number added by the 1995 Amendment to Declaration (Volume 12378, Page 66, Official Public Records of Travis County, Texas).

⁴ Units and number of parking spaces amended by the 2010 Amendment to Declaration (Document No. 2010187014, Official Public Records of Travis County, Texas).

⁵ Number of parking spaces amended by the 2004 Amendment to Declaration (Document No. 2004198747, Official Public Records of Travis County, Texas).

⁶ Unit and number of parking spaces added by the 2004 Amendment to Declaration (Document No. 2004198747, Official Public Records of Travis County, Texas).

(a) All Units situated above the first floor shall be used only for residential purposes. For the purpose of this provision, a Unit shall be deemed to be used for residential purposes when it is used to house persons and their belongings, without regard to whether the persons are Owners of the Unit or occupy the Unit pursuant to a rental, leasing or other arrangement. Except for the leasing or rental of any Unit, no Unit situated above the first floor shall be used for any commercial, business, civic, political, religious or professional purpose. The use of a Unit situated above the first floor for the maintenance of a personal library, or for the keeping of personal business or professional records of accounts or for the handling of personal business or professional telephone calls or correspondence shall not be deemed to be a violation of this provision; but regular consultation with clients at a Unit is prohibited; provided, however, notwithstanding anything contained herein, Units situated on the first floor may be used for any commercial purpose lawfully permitted by the applicable zoning ordinances and regulations of the City of Austin, Texas, and not incompatible with the prevailing residential nature of the building.

(b) With the exception of a party in possession through a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Owner shall be permitted to lease such Owner's Unit for transient or hotel purposes. No Owner may lease less than such Owner's entire Unit. Any lease agreement shall be in writing and shall provide that the terms thereof are subject in all respects to this Declaration, the Articles of Incorporation, the By-laws, the Condominium Regulations and the Community Rules, as they may be amended from time to time, and that any failure by the tenant to comply with the terms of any such document shall constitute a default under the lease agreement.

(c) No noxious or offensive activities of any sort shall be permitted, nor shall anything be done in any Unit or in any Common Element which shall be or may become an annoyance or nuisance to the other Owners.

(d) The provisions of this Article shall not prohibit the Council or any Owner from owning a Unit for the use and enjoyment of the manager of the Condominium or for rental to guests of Owners or from using the Common Elements in any reasonable manner necessary in connection with the operation and maintenance of the Condominium.

(e) Nothing shall be done in or kept in or on any Unit, balcony, Storage Space, Parking Space or Common Element which will increase the rate of insurance on the Condominium or any other Unit over that applicable to residential buildings, or would result in uninsurability of the Condominium or any part thereof, or the cancellation, suspension, modification or reduction of insurance in or on or covering the Condominium or any part thereof. If, by reason of the occupancy or use of any Unit by any Owner, the rate of insurance on all or any portion of the Condominium shall be increased, such Owner shall be personally liable to the Council for such increase caused thereby and such sum shall be payable to the Council at the same time and in the same manner as provided for the payment of the Common Expense Charge.

(f) No Owner shall install, attach, or hang or allow to be installed, attached or hung, any equipment or wiring or electrical installations, television or radio transmitting or receiving antennas, air conditioning units or any other like equipment or wiring in or across

any portion of any Common Elements, or which protrudes from any balcony or through any wall, floor, ceiling, window or door which is a Common Element, except as approved by the Council. All radios, televisions, electrical equipment or appliances of any kind or nature and the wiring therefor installed or used in a Unit shall fully comply with all rules, regulations, or requirements of all state and local public authorities having jurisdiction.

(g) Each Owner, lessee or occupant legally in possession shall promptly and fully comply with any and all applicable laws, rules, ordinances, statutes, regulations or requirements of any governmental agency or authority with respect to the occupancy and use of his Unit and with the provisions hereof, and with the By-Laws, Condominium Regulations and Community Rules promulgated hereunder.

(h) The Owners of Units 1A1, 1A2, 1A3, and 1A4 may create easements and agreements among themselves for use of the area shown on Exhibit C-2010 as Shared Space, provided that the rights and obligations of the Council shall not be diminished, modified, or affected without the Council's express written consent.⁷

(i) The Owners of Units 1A1 and 1A2 shall erect and continuously maintain fencing and gates (the "**Enclosure**") to enclose the limited common elements appurtenant to their respective Units, and designated on Exhibit C-2010 as "patio south" and "patio north". The Enclosure shall match the materials, scale, and appearance of the fence at the eastern boundary of the Land. Plans and specifications for the Enclosure shall be submitted to the Council for approval prior to construction, modification, or replacement of the Enclosure. Erection and maintenance of the Enclosure shall be at the sole expense of the Owner(s) of Units 1A1 and 1A2, with each Owner responsible for the portion of the Enclosure that encloses that Unit's limited common elements.⁸

Section 2.2 DECORATION, MAINTENANCE AND REPAIRS OF UNITS. Any Owner may decorate and redecorate his Unit and may make any improvements or alterations within his Unit (but not to Common Elements) and shall have the right to paint, repaint, tile, wax, paper, or otherwise furnish or decorate any interior surfaces of walls, partitions, ceilings and floors within the Unit. Each owner shall, at his own cost and expense, maintain his Unit and all Common Elements servicing only his Unit (whether or not within the boundaries of the Unit) in good condition and repair.

Section 2.3 BALCONIES.

(a) No Owner shall paint, remodel or enclose any balcony or store objects or things on such balcony or dry clothing or place other materials on such balcony in any manner which is likely to impair the uniform appearance of the exterior of the Building.

⁷ Section added by the 2010 Amendment to Declaration (Document No. 2010187014, Official Public Records of Travis County, Texas).

⁸ Section added by the 2010 Amendment to Declaration (Document No. 2010187014, Official Public Records of Travis County, Texas).

(b) An Owner may furnish a balcony with outdoor furniture in keeping with the provisions of this Declaration, the Condominium Regulations and Community Rules promulgated hereunder.

Section 2.4 ALTERATIONS TO COMMON ELEMENTS.

(a) No owner shall do any act or permit any acts to be done in, on or to any Unit, balcony, Parking Space, Storage Space or Common Element which will impair the structural integrity, weaken the support or otherwise adversely affect the Building or any Common Element.

(b) Decorative wall items such as lights, shelves and art work may be affixed to or installed on the interior walls, floors, doors and ceilings of any Unit which are Common Elements without prior approval of the Council provided such affixation or installation is done in a good and workmanlike manner. Except for such affixation or installation of decorative wall items, no Owner shall make any alterations to any of the Common Elements (including walls, windows and doors which are Common Elements) nor install, attach, paste or nail any article thereto without the prior approval of the Council.

Section 2.5 MORTGAGEE RIGHTS NOT AFFECTED. The rights of mortgagees and other lien holders which exist at the time of the adoption of this Revised Declaration of Condominium are not affected by this Revision.

Section 2.6 ADDITIONAL PROVISIONS. The Council, by provisions of its By-Laws, or by Condominium Regulations and Community Rules enacted pursuant to the provisions hereof, may provide such additional requirements, standards and guidelines for use of the Common Elements and Limited Common Elements, the Parking Spaces, the Storage Spaces and the Units as are necessary or desirable in the judgment of the Council for the operation of the Condominium, provided such Condominium Regulations, By-Laws and Community Rules are not in conflict with the provisions of this Declaration of Condominium. Such By-Laws, Condominium Regulations and Community Rules shall be applicable; to the Common Elements and the Units as though set forth herein at length.

ARTICLE III COUNCIL OF OWNERS

Section 3.1 AUTHORITY TO MANAGE. The affairs of the Condominium and of the Condominium Regime shall be administered by the Cambridge Condominiums Council of Owners, a Texas non-profit corporation. The Council shall have all rights, powers and duties of the "Council of Owners", as that term is used in the Texas Condominium Act. The Council shall have the right, power and obligation to provide for the maintenance, repair, replacement, administration and operation of the Condominium and the Condominium Regime as provided herein, in the By-Laws and in the Condominium Regulations. The business and affairs of the Council shall be managed by its Board of Directors.

The Board may engage an individual or an entity as the manager of the Condominium; provided, however, any agreement for Professional Management of the Condominium shall provide for termination by either party without cause or Payment of a termination fee on thirty

(30) or more days written notice, and shall be for a term not to exceed one (1) year; provided, however, except in case of emergency, the prior written approval of each holder of a first Mortgage secured by a lien on any Unit will be required for the effectuation of any decision by the Council to terminate Professional Management and assume Self-Management of the Condominium. Such contract shall provide for payment to the manager of a management fee no higher than the fees usually paid to managers of similar high-rise residential buildings (whether rental or condominium) in Austin, Texas. The Board may delegate any of its duties, powers or functions to a manager selected by the Board. The members of the Board shall not be liable for any omission or improper exercise by the manager of any such duty, power or functions so delegated. Such delegation shall be by written instrument executed by a majority of the members of the Board.

Section 3.2 MEMBERSHIP IN THE COUNCIL. Each individual Owner (and only an Owner) shall be a member of the Council so long as he shall be an Owner and such membership shall automatically terminate when he ceases to be an Owner. An Owner which is a corporation, partnership or other entity may designate an individual, or two individuals, to exercise such entity's rights as a member of the Council. Upon the transfer of ownership of a Unit, the new Owner succeeding to such ownership shall likewise succeed to rights of membership in the Council,

Section 3.3 VOTING OF MEMBERS. There shall be one (1) vote in the affairs and management of the Council for each Unit; provided, however, Unit 1A1 shall have one (1) vote*, Unit 1A2 shall have two (2) votes, Unit 1A3 shall have two (2) votes*, Unit 1A4 shall have one (1) vote, Unit 1B shall have two (2) votes, Unit 1C shall have two (2) votes, and Unit 1D shall have one (1) vote.⁹ The Owner or the spouse of an Owner may cast the vote in meetings of the Council of Owners. In the event that ownership interests in a Unit are owned by more than one member of the Council, the members who own fractional interests in such Unit aggregating more than 50% of the whole ownership thereof shall appoint one member who shall be entitled to vote the vote of that Unit at any meeting of the Council. Such designation shall be made in writing to the Board of Directors and shall be revocable at any time by actual notice to the Board or upon the death or judicially declared incompetence of any one of such members. In the event that a Unit is owned by more than one member and no single member is designated to vote on behalf of the members having an ownership interest in such Unit, then none of such members shall be allowed to vote. All members of the Council may be present at any meeting of the Council and may act at such meetings either in person or by proxy.

*At the express request of the owner of Units 1A1, 1A2, 1A3, and 1A4, the allocation of votes is disproportionate to the Percentage Ownership Interest for each Unit.

Section 3.4 MEETINGS OF THE COUNCIL.

(a) An annual meeting of the Council shall be held in the Building or at such other place as may be designated by the Board at 8:00 o'clock p.m. on the fourth Tuesday in January of each calendar year (or the first business day thereafter if such day is a governmental or religious holiday). At the discretion of the Board, the annual meeting of the Council may be held at such reasonable time (not more than sixty (60) days prior to or

⁹ First sentence amended by the 2010 Amendment to Declaration (Document No. 2010187014, Official Public Records of Travis County, Texas).

subsequent to the aforesaid date) as may be designated by written notice of the Board delivered to the members not less than ten (10) nor more than sixty (60) days prior to the date fixed for said meeting,

(b) At the annual meeting, the Board shall present a certified audit of the Common Expense Fund and the Reserve Fund, itemizing receipts and disbursements for the preceding calendar year the allocation thereof to each Owner and the estimated Common Expense Charges for the coming calendar year. Within thirty (30) days after the annual meeting, the statements and estimates presented at the annual meeting by the Board shall be delivered to all Owners.

(c) Special meetings of the Council may be called by the President or any Vice President at any time or may be called upon petition to the President by members having ten percent (10%) of the votes in the Council or by a majority of the Board of Directors. Written or printed notice stating the place, day and hour of such special meeting and the purpose or purposes for which the meeting is called shall be delivered to each member not less than three (3) nor more than twenty-one (21) days before the date of such meeting.

(d) For the purpose of determining the members entitled to notice of a meeting and to vote at any meeting, the membership of the Council shall be determined as of the close of business on the twenty-fifth (25th) day preceding such meeting.

Section 3.5 BOARD OF DIRECTORS. The Board of Directors shall consist of five (5) persons who are members of the Council, spouses of members, or in the event that a Unit is owned by a corporation or other entity, an officer, director, partner, fiduciary or beneficiary of such entity which owns the Unit. The Directors shall serve staggered terms so that at each annual meeting of the Council, the members shall elect either three (3) or two (2) Directors, as the case may be, each to serve for a term of two years, in order to fill the positions of the Directors whose terms have expired at the time of the annual meeting. The candidates receiving the highest number of votes up to the number of Directors of the Board to be elected shall be deemed elected. All votes shall be cast by written ballot. Members shall not vote cumulatively for the election of Directors. The presence of a majority of Directors at a meeting of Directors shall constitute a quorum for the transaction of business. The action of a majority of Directors present at a meeting at which there is a quorum shall be the act of the Board, but no action shall be taken at any meeting without the affirmative action of at least three (3) members of the Board. The annual meeting of the Board shall be held each year immediately following the annual meeting of the Council, at the place of such annual meeting, for the election of officers and the consideration of any other business that may properly be brought before such meeting. Regular meetings of the Board of Directors shall be held at such times and places as the Board of Directors shall determine. Special meetings of the Board of Directors shall be held at any time upon the call of the President or upon call by two (2) Directors. Notice of such special meeting shall be in writing.

The members of the Board shall serve for a term of two (2) years commencing at the time of their election until their death, resignation, removal or until they are no longer members of the Council, whichever is earlier. Any member of the Board may be removed from membership on the Board, with or without cause, by the affirmative vote of two-thirds of the votes represented at a meeting of the Council called to consider such action.

Section 3.6 ACTIONS WITHOUT MEETINGS. Any action required by this Declaration or by law to be taken at a meeting of the Council or at a meeting of the Board may be taken without a meeting if a consent in writing setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof or signed by all of the members of the Board, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting.

Section 3.7 OFFICERS. The Officers of the Council shall be elected by the Board of Directors and shall consist of a President, a Vice-President, a Secretary and a Treasurer and such other Vice-Presidents, Assistant Secretaries, and Assistant Treasurers as may be convenient or necessary in the Judgment of the Board for the administration and operation of the Condominium. The Officers shall be elected from among the members of the Board of Directors.

Section 3.8 ADMINISTRATION OF THE CONDOMINIUM. The Council, acting through its Board of Directors, its Officers or other duly authorized management representatives, shall manage the business and affairs of the Condominium and shall, without limitation, have the powers of collection and enforcement set forth herein; and for the benefit of all of the Owners in the Condominium shall provide, perform, cause to be performed, maintained, acquired, contracted and paid for out of the Common Expense Fund, the following:

- (a) Utility services used in or for the Common Elements and, if not separately metered or charged, utility services used in or for the Units. Telephone service and any utility services separately metered or charged shall be paid for by the Owner of the Unit served by such utility services.
- (b) The insurance required by Article V hereof and such other policies of casualty, liability and/or other insurance covering persons, property and risks as are in the best interest of the Condominium.
- (c) The services of a manager and such other persons as the Board shall from time to time determine are necessary or proper to the daily management, operation and maintenance of the Condominium.
- (d) All supplies, tools and equipment reasonably required for use in the management, operation, maintenance, cleaning and enjoyment of the Condominium.
- (e) The cleaning, maintenance, repairing, reconstruction and replacement of the Common Elements as the Board shall determine is necessary.
- (f) The services of gardeners, parking attendants, doormen, security guards, porters and such other persons to the extent necessary for the operation of the Condominium in the manner desired by the members of the Council.
- (g) The removal of all trash, garbage and rubbish from the central garbage receptacle or receptacles of the Building, including the employment of the services of a garbage collection company or agency, public or private.

(h) Costs of bookkeeping of the accounts of the Council and the annual audit provided for herein; legal and accounting services and fees of the Council; premiums of fidelity bonds; taxes or assessments of whatever type assessed or imposed against any of the Common Elements.

(i) Such other services determined by the Board of Directors to be useful or necessary for the safety, comfort and/or enjoyment of the occupants.

The Board shall not, without the prior authorization of the Council at a meeting of the Council, contract for or pay for out of the Common Expense Fund or the Reserve Fund any one (1) item of capital addition or improvement (other than replacement or repair of existing Common elements) at a cost in excess of Five Thousand Dollars (\$5,000.00); however, this limitation will not prevent the expenditure of funds exceeding Five Thousand dollars (\$5,000.00) if, in the opinion of the Board of Directors an emergency situation making such expenditure necessary.

Nothing herein shall authorize the Board to furnish to any person services primarily for the benefit or convenience or any Owner or Owners or any occupant or occupants of any Unit other than services customarily rendered to all Owners and occupants of Units.

The Board shall have the exclusive right and obligation to contract for all goods, services and insurance in connection with the administration of the Condominium, payment for which is to be made from the Common Expense Fund and Reserve Fund.

Section 3.9 ACCOUNTING AND AUDIT. The Board of Directors shall keep or cause to be kept detailed books of account of the receipts and expenditures affecting the Condominium and its administration and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Condominium or the Council. Both the books of accounts and all vouchers supporting the entries made therein shall be available for examination at the office of the Council by all Owners and Mortgagees at convenient hours on working days and the Board of Directors shall cause to be established and announced for general knowledge the days and hours within which such books shall be available for inspection. All such books and records shall be kept in accordance with generally accepted accounting procedures, consistently applied, and shall be audited at least once a year by an outside auditor pursuant to the terms and provisions of the By-laws of the Council. The fiscal year of the Council shall be the calendar year unless another period is established by an amendment of the By-laws.

Section 3.10 RIGHT OF ENTRY. The Council, or its duly authorized representatives, shall have the right and authority to enter any Unit for the purposes of:

- (a) Making repairs therein.
- (b) Performing necessary maintenance or repairs to the Common Elements, for which the Council is responsible.
- (c) Abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity being conducted or maintained in such Unit.
- (d) Protecting the property rights and welfare of other Owners.

(e) Enforcing the provisions of this Declaration of Condominium, the By-laws or the Condominium Regulations and Community Rules promulgated thereunder.

Except in the event of an emergency, such right of entry shall be exercised only in the presence of the Owner or other occupant of the Unit which is entered. In all events, such right of entry shall be exercised in such manner as to avoid any unreasonable or unnecessary interference with the possession, use or enjoyment of the Unit by the Owner or occupant thereof and shall, whenever possible, be preceded by reasonable notice to the Owner or occupant thereof. In the event that any damage is caused to the property of the Owner in connection with the exercise of such right of entry, such damage shall be repaired at the expense of the Council and the Board is authorized to expend Common Expense Funds therefor.

Section 3.11 NOTICES. Any notice permitted or required to be given to a member of the Board or to an Owner may be delivered personally, by mail or by placing such notice at or under the door of each resident Owner or member of the Board. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after deposit in the U.S. Mail, postage prepaid, addressed to an Owner at his Unit or to such other address as the Owner may have given in writing to the Secretary of the Council for the purpose of service of notices. Any address for purposes of notice may be changed from time to time by notice in writing to the Secretary.

ARTICLE IV COMMON EXPENSE FUND; ASSESSMENTS; COLLECTION

Section 4.1 COMMON EXPENSE CHARGES. All Owners are bound to contribute, in proportion to their Percentage Ownership Interests, to the Common Expense Fund and the Reserve Fund as a Common Expense Charge, as that amount is set by the Board to cover the expenses of administration of the Condominium Regime and the administration, maintenance, replacement and repairs of the Common Elements and other expenses provided by the terms hereof to be paid by the Council or those expenses agreed upon to be assumed by the Council pursuant to this Declaration, its By-Laws and Condominium Regulations. No Owner shall be exempt from the obligation to make such contribution to the Common Expense Fund and Reserve Fund by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit belonging to him or under any other circumstances.

Section 4.2 BUDGETS, ESTABLISHMENT OF COMMON EXPENSE CHARGES AND SPECIAL ASSESSMENTS. The Board of Directors of the Council shall establish an annual budget in advance for each calendar year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the condominium, including reasonable allowances for (i) contingencies and (ii) reserves for major repairs to or replacement of Common Elements; or major additions to Common Elements. Such allowances for (i) contingencies and (ii) reserves shall be payable as a part of the regular monthly installments rather than by Special Assessment. The Common Expense Charge for such year shall be established by the adoption of such annual budget by the Board of Directors. Copies of each such budget shall be delivered to each Owner by such reasonable means as the Board of Directors may provide. In the event that the Board of Directors at any time determines that the Common Expense Charges so levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium for such fiscal year or in the event of casualty

losses, condemnation losses or other events (including non-payment of Common Expense Charges by some Owners) which require additional funds be supplied for preservation and operation of the Condominium, the Board of Directors shall have the responsibility from time to time to propose the levy of a Special Assessment as it shall deem necessary for that purpose. Such Special Assessment shall not be levied, however, without the prior approval of Owners having at least a majority of the votes in the Council unless a greater number of votes is required by law.

The failure or delay of the board to prepare any annual budget or to deliver copies of such budgets to each owner shall not constitute a waiver or release in any manner of any owner's obligation to pay Common Expense Charges whenever the same shall be determined, and in the event of any delay or failure to establish any annual budget each Owner shall continue to pay the Common, Expense Charge, monthly, at the rate established for the previous period until a new annual budget is established.

Section 4.3 PAYMENT OF COMMON EXPENSE CHARGES AND SPECIAL ASSESSMENTS. Common Expense Charges shall be due on the first day of the month and payable monthly in advance. Special Assessments shall be payable on or before ten (10) days after Owners are invoiced therefor, Payment of Common Expense Charges and Special Assessments shall be in default if such Common Expense Charges or Special Assessments, or any part thereof, are not paid to the Council on or before the due date for such payment. In addition to the Common Expense Charges and Special Assessments in default, each Owner shall pay as a late charge the sum of Twenty-Five Dollars (\$25.00) per Unit if any Common Expense Charge or Special Assessment is not paid within ten (10) days of the due date for such payment and thereafter a like amount for each month in which such payment is in default until paid. Each Owner (whether one or more persons) shall be personally liable for the payment of all Common Expense Charges and Special Assessments which may be levied against such Owner and his Unit pursuant to the provisions hereof.

Section 4.4 ENFORCEMENT. In order to secure the payment of the Common Expense Charges and Special Assessments levied hereunder, a vendor's lien to the extent permitted by law shall be and is hereby reserved in and to each Unit and assigned to the Council, without recourse, which lien shall be enforceable through appropriate judicial proceedings by the Council or any Owner on behalf of the Council. Said lien shall be deemed subordinate and inferior to the lien or liens of any Mortgagee who or which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Unit. The collection of such Common Expense Charges and/or Special Assessments may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment or collected out of the sale proceeds of such Unit in accordance Section 81.208 of the Texas Condominium Act, and in such event the expenses incurred in collecting such delinquent charge and/or assessment, including interest, costs and attorney's fees, shall be chargeable to and a personal obligation of such defaulting Owner. A notice of unpaid Common Expense Charges and/or Special Assessments may be recorded in the Condominium Records of Travis County, Texas. Any Mortgagee who or which obtains title to a Unit pursuant to the remedies provided in a Mortgage or foreclosure of a Mortgage shall not be liable for such Unit's unpaid Common Expense Charges and/or Special Assessments which have been accrued prior to the date that the Mortgagee acquires title to such Unit. An Owner in default in the payment of the Common Expense Charge or any Special Assessment shall not be entitled to vote at any meeting of the Council so long as such default exists.

Section 4.5 **COMMON EXPENSE FUND.** The Common Expense Charges collected shall be paid into the Common Expense Fund to be held and used for the benefit, directly or indirectly, of the Condominium; and such Common Expense Fund may be expended by the Board for the purposes set forth herein including, without limitation, providing for the enforcement of the provisions of this instrument, the By-Laws of the Council and Condominium Regulations and Community Rules promulgated hereunder; for the maintenance, operation, repair, benefit and welfare of the Common Elements, and generally for doing those things necessary or desirable in the opinion of the Board to maintain or improve the Condominium. The use of the Common Expense Fund for any of these purposes, except as provided herein, is permissive and not mandatory, and the decision of the Board with respect thereto shall be final, so long as made in good faith.

ARTICLE V INSURANCE

Section 5.1 **GENERAL PROVISIONS.** The Board of Directors of the Council shall have the authority to and shall obtain insurance for the Condominium as follows:

(a) Insurance on the Building, including the Units and the Common Elements, against loss or damage by fire and loss or damage by all risks now or hereafter embraced by standard extended coverage policies in use in the State of Texas (with vandalism and malicious mischief endorsements; and with appropriate endorsement to include coverage for the structural items located within Unit Owners' Units and owed by them, all as described in Section 5.2 of this Article V) in amounts sufficient to prevent the Council or the Owners from becoming a co-insurer within the terms of the applicable policies, but not less than the full insurable replacement cost thereof. The "full insurable replacement cost" of the Building, including the Units, the Common Elements and the structural portions of the Units as provided for in Section 5.2 of this Article V shall be determined from time to time, but not less often than once in a twelve-month period, by the Board. The Board shall have the authority to obtain and pay for an appraisal by a person or organization selected by the Board in making such determination. The cost of any and all such appraisals shall be borne by the Common Expense Fund. The Board may accept an "Agreed Amount Endorsement" from the company providing the insurance of the Building if, in the opinion of the Board, the amount of insurance provided is sufficient to fully cover any catastrophic loss under the most adverse situation likely to occur, in lieu of obtaining appraisals as provided for above. When the Board so accepts an "Agreed Amount Endorsement", it shall be deemed to be in compliance with the requirement that it obtain insurance in amounts sufficient to prevent the Council or the Owners from becoming a co-insurer, and in amounts not less than the full insurable replacement cost.

(b) Insurance on the Building against all loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about said Building, without co-insurance clause, so long as available, and insurance against damage to boilers, machinery, air conditioning and other equipment, each in such amount as the Board may deem desirable.

(c) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or any Owner, the family, agent, employee or invitee of any Owner, occurring in, on or about the Common Elements or upon, in or about the private driveways, roadways, walkways and passageways, on or adjoining the Condominium, or away from the premises, which public liability and property damage insurance shall afford protection to such limits as the Board may deem desirable. Such liability and property damage insurance shall contain a cross-liability endorsement wherein the rights of named insureds under the policy or policies shall not prejudice his, her or their action or actions against another named insured.

(d) Such workers' compensation insurance as may be necessary to comply with applicable laws.

(e) Employer's liability insurance in such amount as the Board may deem desirable.

(f) A Blanket Fidelity Bond indemnifying the Council, the Board and the Owners from loss of funds resulting from fraudulent or dishonest acts of any employee of the Council or any other person handling the funds of the Council (including volunteers, with an appropriate endorsement if required), in the amount of \$250,000, or such greater amount as the Board may deem desirable.

(g) Such other insurance in such reasonable amounts as the Board may deem desirable.

(h) The Board is authorized to engage the services of a competent Insurance Consultant, and to pay for said services out of the Common Expense Fund, to assist and guide in determining insurance coverages to carry, amounts and limits of liability, available markets, analyzing and comparing bids, and other advice on insurance and bonding matters.

The premiums for all insurance acquired on behalf of the Council or the Owners pursuant to the provisions hereof shall be borne by the Common Expense Fund.

All insurance provided for in this section shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Texas, and shall conform with the insurance requirements of the Federal Home Loan Mortgage Corporation and of the Federal National Mortgage Association. All policies of insurance of the character described in Subsections (a), (b), and (c) of this Section 5.1 shall name as insureds the Council and each Owner in the Percentage Ownership Interest established in Exhibit "D" attached to this Declaration; shall contain standard mortgagee clause endorsements in favor of the Mortgagee or Mortgagees of each Unit, if any, as their respective interests may appear; shall be without contribution with regard to any other such policies of insurance carried individually by any Owner, whether such other insurance covers the Unit owned by such Owner and/or the additions and improvements made by such Owner to his respective Unit; shall provide that such policy shall not be terminated for non-payment of premiums or for any other cause without at least

thirty (30) days prior written notice to the Council and at least ten (10) days prior written notice to the Mortgagee of each Unit.

All insurance provided for in this section shall provide that adjustment of loss shall be made by the Board and that the net proceeds therefrom shall be payable to the Council, held in a separate account and distributed to the Council, the Owners and their Mortgagees, as their respective interests may appear; provided, however, whenever repair or rebuilding of the Condominium shall be required as provided in Section 6.1 of this Declaration, the net insurance proceeds received by the Council as a result of any such loss shall be deposited in a bank as provided in Section 6.2 of this Declaration for application to such repair or rebuilding,

Each Owner shall be deemed to appoint the Board as his true and lawful attorney-in-fact to act in connection with all matters concerning the procurement and maintenance of all insurance provided for in this Section. Without limiting the generality of the foregoing, the Board as said attorney shall have full power and authority to procure and maintain such insurance, to collect and remit the premiums therefor, to collect proceeds and, subject as aforesaid, to distribute the same to the Council, the Owners and their Mortgagees, as their respective interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of each Owner as shall be necessary or convenient to the accomplishment of the foregoing, and any insurer may deal exclusively with the Board in regard to such matters. The Board shall not be responsible for the procurement or maintenance of any insurance covering the contents of any Unit or the interior structure of any unit other than as initially installed or replacements thereof, in accordance with the original condominium plans and specifications; of covering the liability of any Owner for occurrences therein not caused by or connected with the Council's operation, maintenance or use of the Condominium,

Section 5.2 INSURANCE ON INDIVIDUAL UNITS.

(a) The Board of Directors shall have the authority to and shall obtain, for the benefit of the Owner of each Unit in the Condominium, as part of the Association's policy, insurance covering replacement or restoration, as needed, of the interior surfaces of perimeter walls, interior walls, floors, ceilings, windows, doors, kitchen and bathroom fixtures, and floor and wall coverings (up to the standards generally prevailing in the Condominium as of the date of the filing of the Original Declaration of Condominium), in case of damage or loss of any of these from fire, water damage or other normally insurable risk. This insurance will not cover furniture, pictures, clothing, jewelry, or other personal property such as television sets, microwave ovens, and similar appliances other than the kitchen refrigerator, dishwasher, garbage disposal, cooking range and vent hood; nor will it cover structural interior parts, kitchen and bathroom fixtures, and floor and wall coverings for conditions and standards exceeding those which prevailed at the date of filing the original Declaration of Condominium.

(b) An individual Owner may secure separate insurance to cover personal property items not covered by the Association's blanket insurance and to cover especially costly improvements which have been made to a Unit.

(c) All policies of property or casualty insurance carried separately by each Owner shall be without contribution with respect to the insurance obtained by the Council of Owners for the benefit of all Owners as provided above.

(d) Owners must carry at their own cost individual policies of liability insurance. Minimum limits and other requirements for liability policies are addressed in the Community Rules.¹⁰

ARTICLE VI FIRE OR CASUALTY; REBUILDING

Section 6.1 DETERMINATION OF LOSS. In the event of a fire or other casualty causing damage or destruction to the Building, the Board shall determine whether such loss comprises the whole or more than two-thirds of the Building. Unless otherwise provided by law, such determination shall be made by determining whether the cost of necessary repair or reconstruction would exceed two-thirds of the cost of repairing or reconstructing the Building as it existed prior to such fire or other casualty.

In the event of fire or other casualty which does not comprise more than two-thirds of the Building, unless otherwise unanimously agreed by the Owners, all proceeds of insurance policies carried by the Council and all accrued and collected Common Expense Charges shall be delivered to the Owners and their Mortgagees, as their interests may appear, in proportion to the Percentage Ownership Interest of each Owner, and the Condominium Regime established by this Declaration of Condominium shall terminate. Upon such termination, the Units and Common Elements shall be deemed to be regrouped and merged into a single filial estate owned in undivided interest by all Owners as tenants-in-common in the Percentage Ownership Interest previously owned by each Owner in the Common Elements.

Section 6.2 REPAIR OR RECONSTRUCTION. In the event that it is determined that the Building shall be repaired or reconstructed, then the net proceeds of insurance policies with respect to such fire or casualty, carried by the Council, shall be deposited in a bank selected by the Board, as Trustee, insured by the Federal Deposit Insurance Corporation (or its successors) and located in Travis County, Texas, to be held in trust for the benefit of the Owners and their Mortgagees as their respective interests may appear. The Board shall thereupon contract to repair or reconstruct the damaged portions of all Units, Building and Common Elements in accordance with the original plans and specifications therefor and the funds held in trust in such bank shall be used for this purpose and disbursed by the Board in accordance with the terms of the contract of repair or reconstruction.

In the event that such insurance proceeds are insufficient to provide for such repair or reconstruction, the costs of such repair or reconstruction in excess of such insurance proceeds shall be assessed against all of the Owners, in proportion to the Percentage Ownership Interest of each Owner, as set forth in this Declaration. Such Special Assessments shall not require the consent of the members of the Council notwithstanding the provisions of Section 4.2 hereof. If any Owner shall fail to pay such Special Assessment when due, the Board may make up the deficiency by

¹⁰ Section amended by the 2017 Amendment to Declaration (Document No. 2017026989, Official Public Records of Travis County, Texas).

payment from the Common Expense Fund, which payment shall in no way release the Owner who has failed to make payment of such Special Assessment from liability therefor. Such assessments shall be enforceable as provided for other Special Assessments herein. The provisions of this Section may be changed only by unanimous resolution of the Owners, adopted subsequent to the date on which fire or casualty loss occurs.

Section 6.3 REPAIR OR RECONSTRUCTION OF UNITS. Each Owner shall be entitled to participate in proceeds of insurance obtained by the Council for repairs or reconstruction made necessary within his Unit, but only to the extent needed to bring the Unit up to the standards generally prevailing in the Condominium as of the date of the filing of the original Declaration of Condominiums. Each Owner shall be responsible for any and all costs of repair, reconstruction or replacement beyond that standard.

Section 6.4 INDEMNITY OF COUNCIL. Each Owner shall be responsible for the costs not otherwise covered by insurance carried by the Council caused by his negligence or misuse or by the negligence or misuse of his immediate family, and his agents or employees in the course of their duties, and shall, to the extent not covered by insurance collected by the Council, indemnify the Council and all Owners against any such costs of repair or reconstruction of any portion of the building.

Section 6.5 NOTIFICATION OF MORTGAGEES. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the holder of any first Mortgage covering a Unit, if the Condominium has been notified of the existence of the mortgage and the name and address of the mortgagee, Will be entitled to timely written notice of any such damage or destruction and no provision of any document establishing the Condominium will entitle the Owner of a Unit or other party to priority over such first Mortgage holder with respect to the distribution to such Units of any insurance proceeds.

ARTICLE VII EMINENT DOMAIN

Section 7.1 GENERAL PROVISIONS. If all or any part of the Condominium is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary) the Board and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board shall give notice of the existence of such proceedings to all Owners and to all Mortgagees known to the Board to have an interest in any Unit. The expense of participation in such proceedings by the Board shall be borne by the Common Expense Fund. The Board is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Board in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards shall be applied or paid as provided herein.

Section 7.2 TAKING OF COMMON ELEMENTS. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements (together with or without any Unit), the Board, in addition to the general powers set forth herein, shall have the sole authority to determine whether to defend or resist any such proceedings, to make any settlement With respect thereto; or to convey such property in lieu of such condemnation proceeding. With

respect to any such taking of Common Elements only, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, the Board may, if it deems advisable, call a meeting of the Owners, at which meeting the Owners, by a majority vote of all Owners eligible to vote, shall decide whether to replace or restore as far as possible, the Common Elements so taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, such damages and awards shall be applied to the cost of such replacement or restoration and, if the change in circumstances so warrant, this Declaration and the Exhibits attached hereto shall be duly amended by instrument executed by the Board of Directors on behalf of the Owners. If such damages or awards exceed the costs of replacement and restoration, then the excess shall be paid to each Owner and his Mortgagee, as their interests may appear, in proportion to his Percentage Ownership Interest in the Common Element. If the Board decides against calling such meeting, or if the replacement or restoration fails to receive the requisite approval, the total of such damages or awards shall be paid to each Owner and his Mortgagee, as their interests may appear, in proportion to his Percentage ownership Interest in the Common Element.

Section 7.3 TAKING OF UNITS. In the event that such eminent domain proceeding results in the taking of or damage to one or more, but less than two-thirds of the total number of Units, then the damages and awards for such taking shall be determined for each Unit and the following shall apply:

(a) The Board shall determine which of the Units damaged by such taking may be made tenantable for the purposes set forth in this Declaration, taking into account the nature of this Condominium and the reduced size of each Unit so taken or damaged.

(b) The Board shall determine whether it is reasonably practicable to operate the remaining Units of the Condominium including those damaged Units which may be made tenantable as a Condominium in the manner provided in this Declaration.

(c) In the event that the Board determines it is not reasonably practicable to operate the undamaged Units and the damaged Units which can be made tenantable as a Condominium, then the Condominium shall be deemed to be regrouped and merged into a single filial estate owned jointly in undivided interest by all Owners, as tenants-in-common, in the Percentage Ownership Interest previously owned by each Owner in the Common Elements.

(d) In the event that the Board determines that it will be reasonably practicable to operate the undamaged Units and the damaged Units which can be made tenantable as a Condominium, then the damages and awards made with respect to each Unit which has been determined to be capable of being made tenantable shall be applied to repair and reconstruct such Unit so that it is made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of those Units which are being repaired or reconstructed so as to be made tenantable; provided, however, any such Owner may elect to surrender ownership of the Unit to the Council of Owners and be relieved of responsibility for such assessment. With respect to those Units which may not be made tenantable, the award made with respect to such Units

shall be paid to the accounts of the Owners of such Units, and their mortgagees, as their interests may appear, and the remaining portion of Units, if any, shall become a part of the Common Elements, and repair and use of such Units shall be determined by the Board. Upon the payment of such award for the account of such Owner as provided herein, such Unit shall no longer be a part of the Condominium and the Percentage Ownership Interest in the Common Elements appurtenant to each remaining Unit which shall continue as part of the Condominium shall be equitably adjusted to distribute the ownership of the undivided interests in the Common Elements among the reduced number of Owners and this Declaration and the Exhibits attached hereto shall be duly amended by instrument executed by Board of Directors on behalf of the Owners.

If the entire Condominium is taken, or two-thirds or more of the Units are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of Units, as provided herein, in proportion to their Percentage Ownership Interest in the Common Elements and this Condominium Regime shall terminate upon such payment. Upon such termination, the Units and Common Elements shall be deemed to be regrouped and merged into a single filial estate owned in undivided interest by all Owners as tenants-in-common in the Percentage Ownership Interest previously owned by each Owner in the Common Elements.

Section 7.4 PAYMENT OF AWARDS AND DAMAGE. Any damages or awards provided in this Article to be paid to or for the account of any Owner by the Board, acting as Trustee, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Unit; secondly, to amounts due under duly recorded Mortgages in order of their priority; thirdly, to the payment of any Common Expense Charges or Special Assessments charged to or made against the Unit and unpaid; and finally to the Owner of such Unit.

Section 7.5 NOTIFICATION OF MORTGAGEES. If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage covering a Unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document establishing the Condominium will entitle the Owner of a Unit or other party to priority over such holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

ARTICLE VIII TRANSFER OF UNIT; NO RIGHT OF FIRST REFUSAL

Section 8.1 APPLICATION OF PROCEEDS OF SALE. Upon the sale or conveyance of a Unit by an Owner, the proceeds of such sale or conveyance shall be applied as follows:

- (a) First to assessments, liens and charges in favor of the state and any political subdivision thereof for taxes past due and unpaid on the Unit;
- (b) Secondly, to amounts due under duly recorded Mortgages in order of their priority;

(c) Thirdly, to the payment of all unpaid Common Expense Charges and/or Special Assessments against the Unit and the Owner thereof; and

(d) Fourthly, to the Owner of such Unit.

If such unpaid Common Expense Charges and/or Special Assessments are not paid or collected at the time of sale or conveyance of a Unit, the grantee of such sale or conveyance shall be jointly and severally liable With the selling Owner for all unpaid Common Expense Charges and/or Special Assessments against the Unit up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the selling Owner the amounts paid by the grantee therefor.

Section 8.2 NO RIGHT OF FIRST REFUSAL. Any Owner may sell, transfer or otherwise convey such Owner's Unit free from any right of first refusal or any similar restriction in favor of the Council.

ARTICLE IX AMENDMENT OF DECLARATION, BY-LAWS, CONDOMINIUM REGULATIONS AND COMMUNITY RULES

Section 9.1 AMENDMENT OF DECLARATION. The regime established hereby for the Condominium shall not, by act or omission, be vacated, waived, revoked, abandoned or terminated, nor shall the Percentage Ownership Interest of, nor the dimensions of, any Unit be changed, nor shall the Common Elements, by act or omission, be abandoned, partitioned, subdivided, encumbered, sold or transferred, nor shall any material amendment of this Declaration be made, nor, except in an emergency, shall the effectuation of any decision by the Council to terminate Professional Management and assume Self Management of the Condominium be made, unless the Owners holding in the aggregate at least sixty-seven percent (67%) of the votes of all Units in the Condominium and each holder of a first Mortgage secured by a lien on any Unit in the Condominium agree to such vacation, waiver, revocation, abandonment, termination, partition, subdivision, encumbrance, sale, transfer or amendment by an instrument to such effect duly recorded in the Condominium Records of Travis County, Texas; provided, however, unanimity of each Owner and each Mortgagee shall be required to the extent set forth in the Texas Condominium Act. No unit in the condominium shall be partitioned or subdivided unless the Owner of such Unit and the holder of any first Mortgage secured by a lien on such Unit, agree to such partition or subdivision by an instrument to such effect duly recorded in the Condominium Records of Travis County, Texas; provided, however, unanimity of each Owner and each Mortgagee shall be required to the extent set forth in the Texas Condominium Act.

No other provision of this Declaration shall be amended unless the Owners holding in the aggregate at least sixty-seven percent (67%) of the votes in the Condominium agree to such amendment by an instrument to such effect duly recorded in the Condominium Records of Travis County, Texas.

Section 9.2 AMENDMENT OF BY-LAWS. The By-Laws of the Council, adopted pursuant to the provisions of this Declaration, may be amended from time to time by the

affirmative vote of the members having sixty percent (60%) of the number of votes entitled to act on such matters at a meeting of the Council as provided herein.

Section 9.3 AMENDMENT OF CONDOMINIUM REGULATIONS. Condominium Regulations which have been adopted by the Council of Owners may not be added to, deleted, or amended except with the approval of a majority of Owners eligible to vote, at a meeting for which the notice of the meeting contains the full text of the proposed addition, deletion or amendment.

Section 9.4 AMENDMENT OF COMMUNITY RULES. Provisions of the Community Rules may be added to, deleted or amended by the Board of Directors under procedures set out in such Rules, which procedures shall provide notice to all Owners of the proposed changes and an opportunity to express their views.

ARTICLE X MISCELLANEOUS

Section 10.1 ESTOPPEL CERTIFICATE. Any Mortgagee or any prospective purchaser of a Unit shall be entitled upon written request therefor to a statement from the Board setting forth the amount of any unpaid Common Expense Charges and/or Special Assessments not paid by the Owner of a Unit in which such prospective purchaser or Mortgagee has an interest. Any prospective purchaser shall not be liable for nor shall the Unit conveyed be subject to the lien provided for in this Declaration of Condominium for any Unpaid Common Expense Charges and/or Special Assessments made by the board against the particular unit involved in excess of the amount set forth in such statement, but the selling Owner will remain liable for any charges and/or assessments which were owed but not included in the statement. Any such purchaser shall, however, be liable for any Common Expense Charges and/or Special Assessments becoming due after the date of any such statement.

Section 10.2 NO PARTITION. The Common Elements shall remain undivided and shall not be subject to an action for partition or division of the co-ownership thereof so long as suitable for a Condominium Regime, and, in any event, all Mortgagees secured by an interest in the Common Elements must be paid in full prior to bringing any action for partition or the consent of all holders of such Mortgages must be obtained.

Section 10.3 MORTGAGES.

(a) Any Owner who mortgages his interest in a Unit shall, within ten (10) days after the execution of any Mortgage, give notice to the Council in writing of the name and address of his Mortgagee and the amount secured by the Mortgage, and the Council shall maintain such information in a book entitled "Mortgages of Units". In addition such Owner shall notify the Council in the same manner as to the release or discharge of any Mortgage.

(b) The Council shall, at the request of any Mortgagee, report to such Mortgagee any unpaid Common Expense Charges and/or Special Assessments due from the Owner of such Unit.

(c) The Council shall, at the request of any Mortgagee, notify such Mortgagee of any default by any Owner in the performance of such Owner's obligations hereunder which is not cured within sixty (60) days from the date of such default.

(d) The Council shall notify the Federal Home Loan Mortgage Corporation (in care of its servicing agent at the servicing agent's address furnished to the Council) of any loss to, or taking of, the Common Elements, if such loss or taking exceeds \$10,000.00, or if the damage to a Unit covered by a Mortgage purchased in whole or in part by the Federal Home Loan Mortgage Corporation exceeds \$1,000.00.

(e) Any holder of a first Mortgage covering any Unit in the Condominium shall, upon request, be entitled to: (a) inspect the books and records of the Condominium during normal business hours, (b) receive an annual audited financial statement of the Condominium within ninety (90) days following the end of any fiscal year of the Council, and (c) written notice of all meetings of the Council and be permitted to designate a representative to attend all such meetings.

Section 10.4 DEFAULT; ENFORCEMENT. The failure of any Owner to comply with the provisions of this Declaration, the By-Laws of the Council, the Condominium Regulations of the Council or the Community Rules duly adopted from time to time shall constitute an event of default hereunder and shall give rise to the Council or to any aggrieved Owner, or both, without intending to limit any other remedy at law or in equity, to a cause of action for the recovery of damages, or for injunctive relief, or both. Failure by the Board or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to enforce such covenant or restriction thereafter.

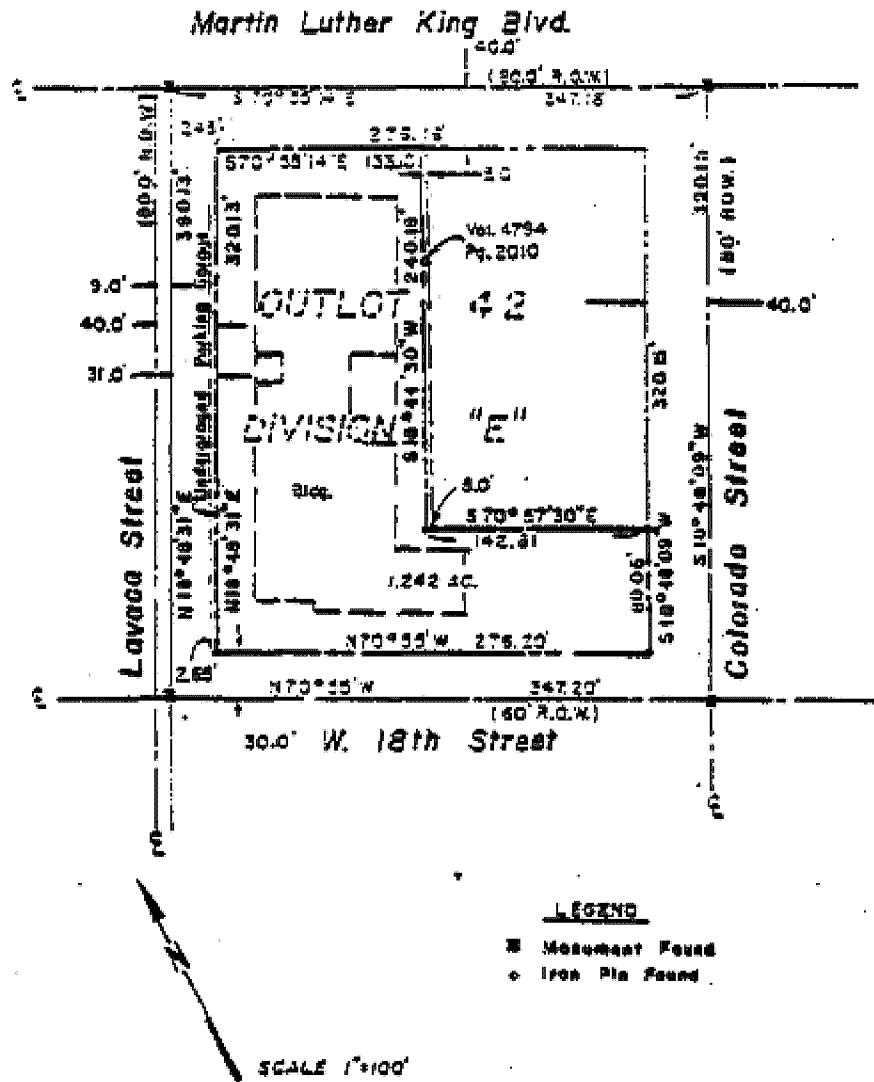
Section 10.5 SEVERABILITY. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision thereof.

Section 10.6 TAXATION. Each Unit shall be assessed and taxed for all purposes as a separate parcel of real estate entirely independent of the Building, and independent of the Condominium or Common Elements, and each Owner shall be fully responsible for the payment of all taxes, municipal claims, charges and assessments of any nature whatsoever assessed against such Unit.

THE END

Exhibit A

SURVEY PLAT OF 1.242 ACRES
OUT OF OUTLOT 42, DIVISION "E"
GOVERNMENT OUTLOTS ADJOINING
THE CITY OF AUSTIN
TRAVIS COUNTY, TEXAS



SURVEYED JULY 7, 1978
BY SAMIR G. HANNA
REGISTERED PUBLIC SURVEYOR
NO. 1870 - STATE OF TEXAS

FIELD NOTE OF 1.242 ACRES OF LAND:

BEING a 1.242 acre tract of land out of and a part of Outlot 42, Division 2 of the Government Outlots adjoining the Original City of Austin, situated in Travis County, Texas, according to a map of said Government outlots on file in the General Land Office of the State of Texas, said 1.242 acre tract being more particularly described as follows:

BEGINNING at an iron pin found at the Northwest corner of said Outlot 42 being the intersection of the East line of Lavaca Street, an eighty (80') feet R.O.W., and the South line of Martin Luther King, Jr. Boulevard, an eighty (80') feet R.O.W. for the Northwest corner hereof;

THENCE along the said South line of Martin Luther King, Jr. Boulevard, the North line hereof, S 70° 55' 14" E, 133.10 feet to an iron pin found being the Northwest corner of a five (5') wide strip of land conveyed to the State of Texas by deed recorded in Volume 4794, Page 2010 of the Deed Records of Travis County, Texas, for the Northeast corner hereof;

THENCE along the West line of the said five (5') wide strip, an East line hereof, S 18° 44' 30" W, 240.19 feet to an iron pin found being the Southwest corner of the said five (5') wide strip, for an interior corner hereof;

THENCE S70°57'30"E, 5.00 feet pass an iron pin found being the Southeast corner of the said five (5') wide strip, 142.81 feet in all to an iron pin found in the West line of Colorado Street, an eighty (80') feet R.O.W., for the most Easterly corner hereof;

THENCE along the said West line of Colorado Street, an East line hereof, S 18° 48' 09" W, 80.06 feet to an iron pin found at the intersection of the said West line of Colorado Street with the North line of West 18th Street, a Sixty (60') feet wide R.O.W., for the Southeast corner hereof;

THENCE along the said North line of West 18th Street, the South line hereof, N 70° 55' W, 276.20 feet to an iron pin found at the intersection of the said North line of West 18th Street with the said East line of Lavaca Street for the Southwest corner hereof;

THENCE along the said East line of Lavaca Street, the West line hereof, N 18° 48' 31" E, 320.13 feet to the PLACE OF BEGINNING and containing 1.242 acres of land more or less.

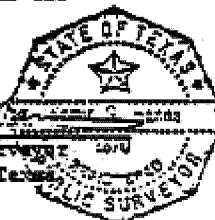
THE STATE OF TEXAS I
I KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS I

That I, Samir C. Hanna, a Registered Public Surveyor, do hereby certify that the above description and attached plat are true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the

7th day of July 1978, A.D.

Samir C. Hanna
Registered Public Surveyor No. 1870 - State of Texas



Espey, Huston & Associates, Inc.
3010 South Lamar Blvd.
Austin, Texas 78704

EXHIBIT A

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

Exhibit B

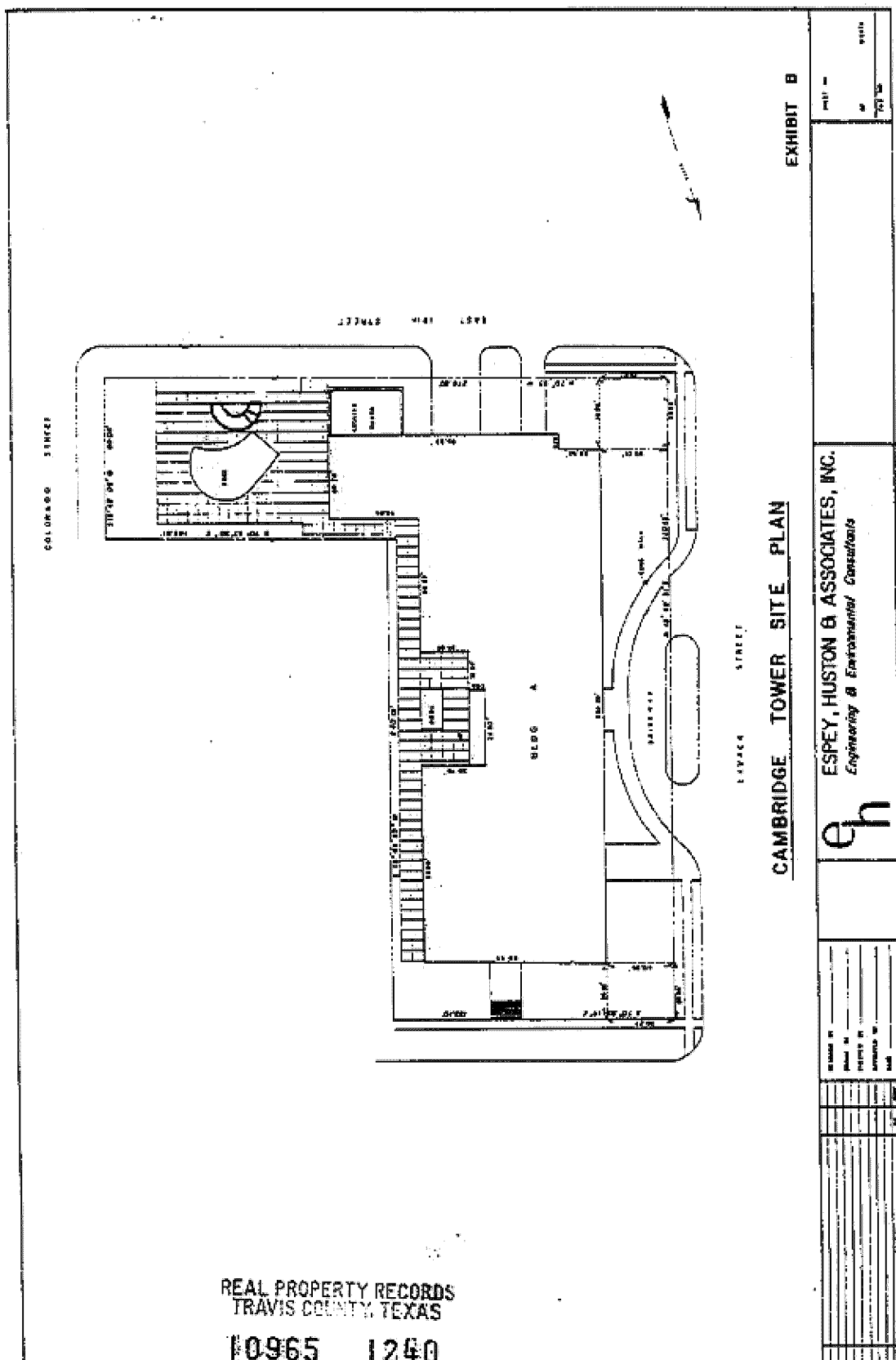
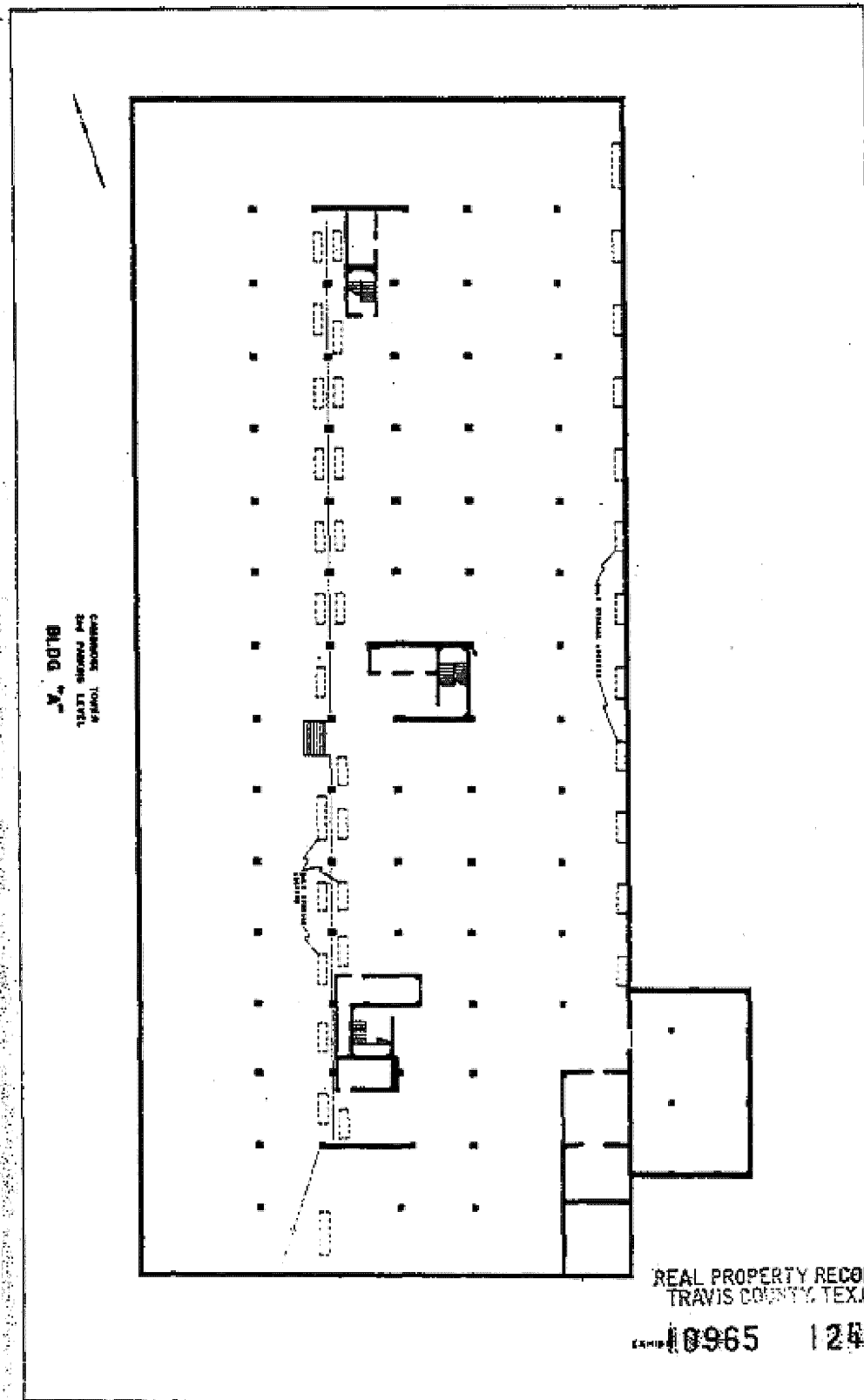
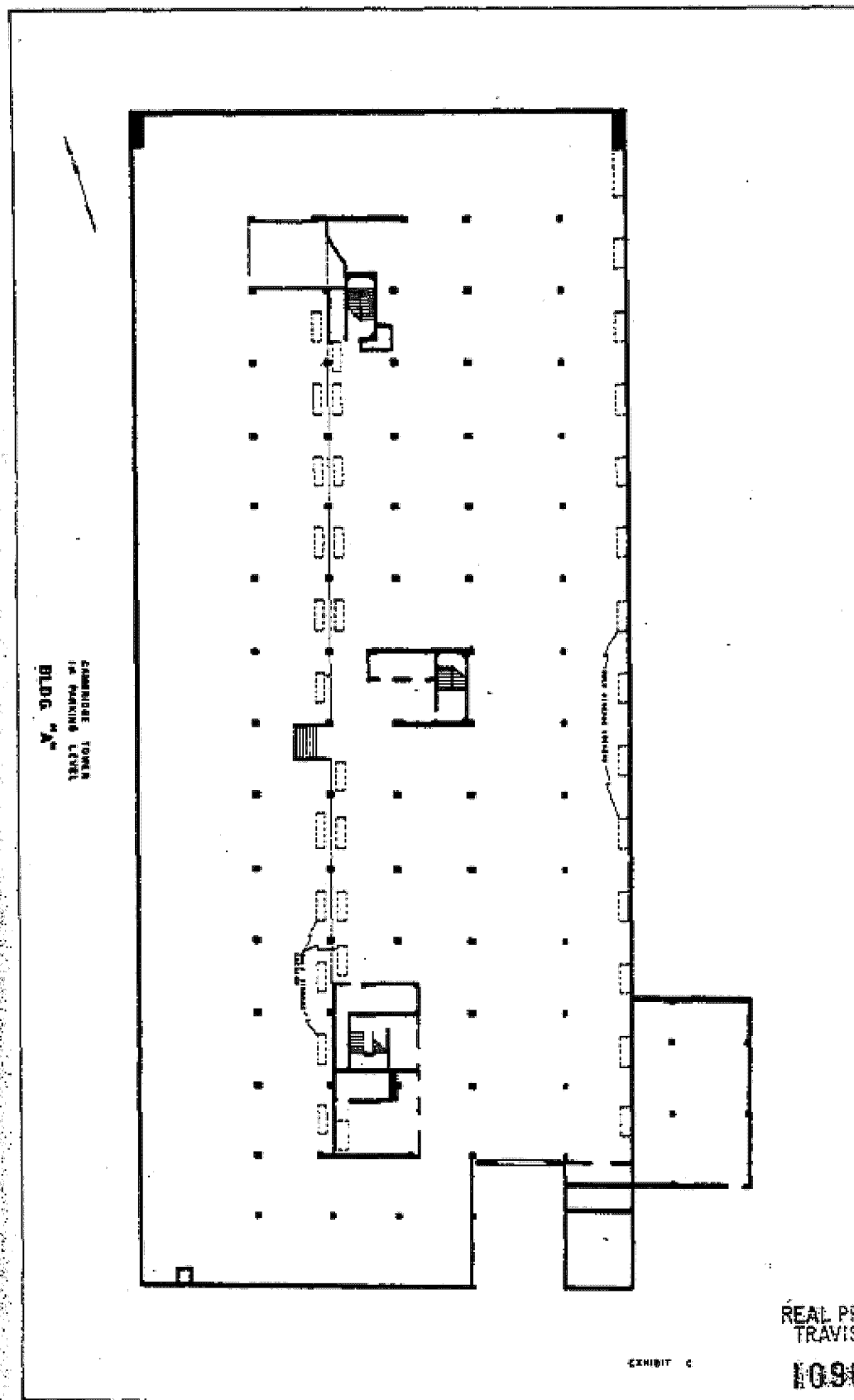
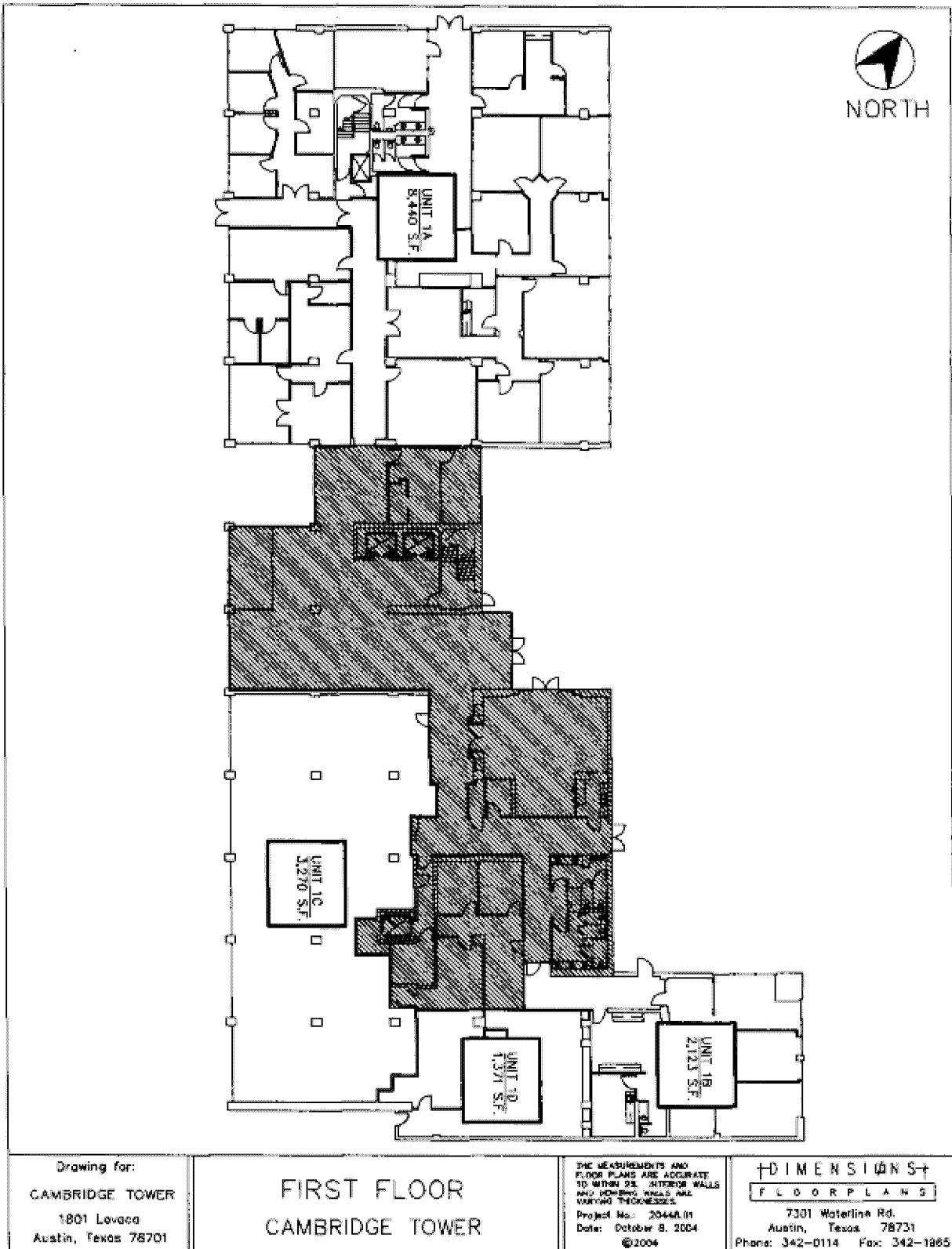


Exhibit C



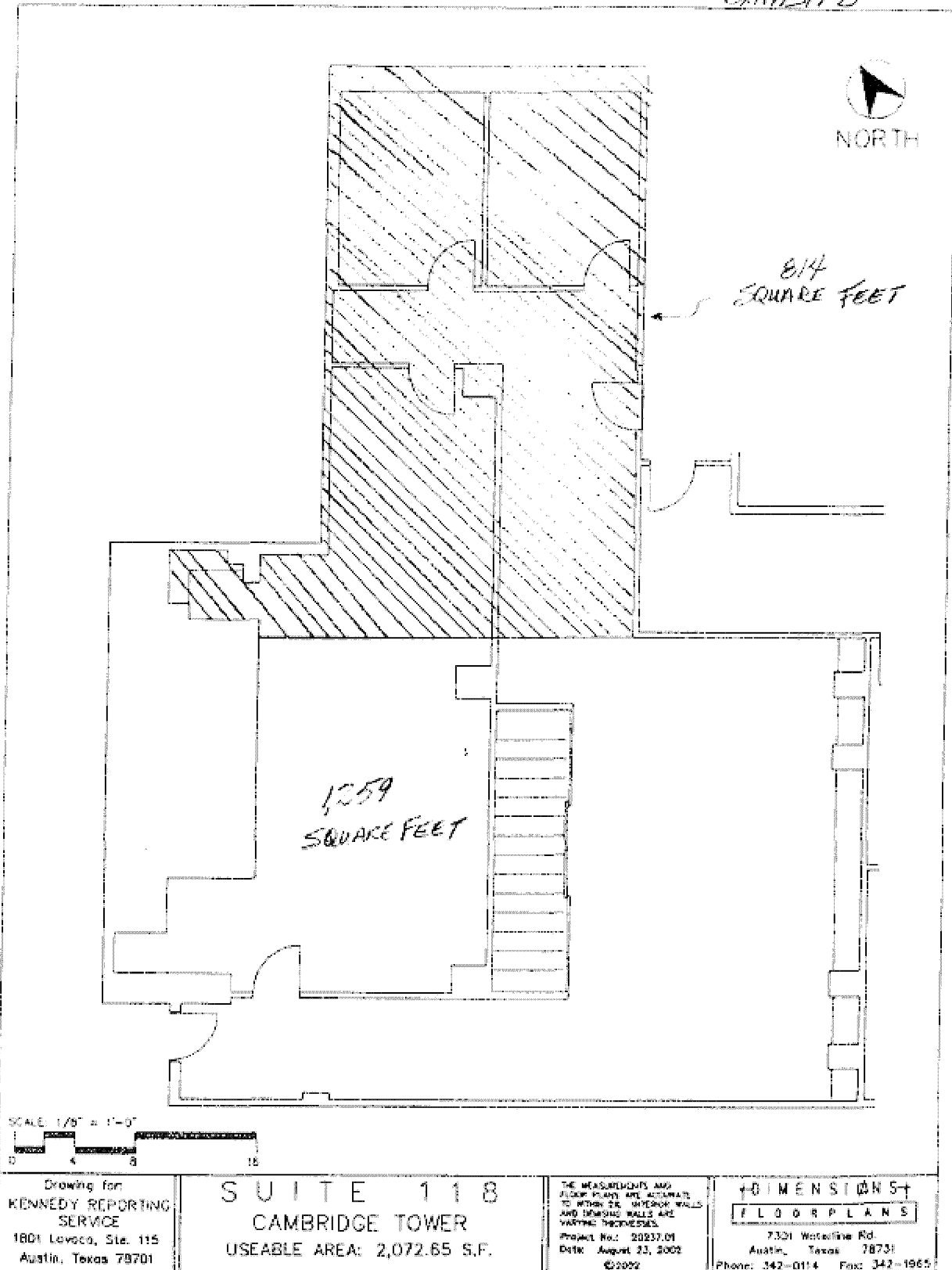


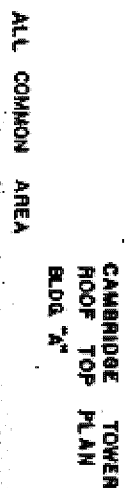
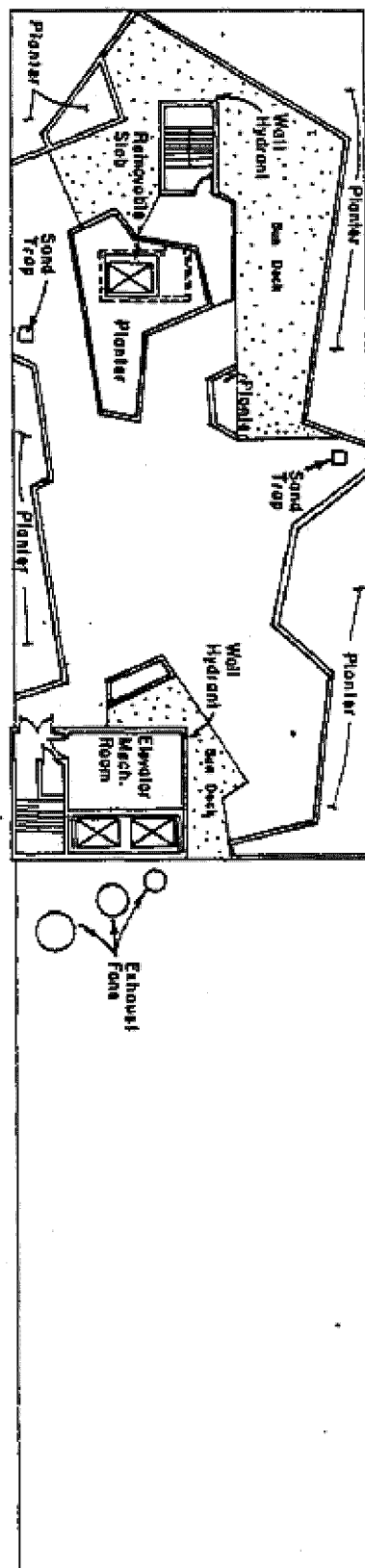
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¹¹ Exhibit C, Page 1243 replaced with this and the following page in the 2004 Amendment to Declaration (Document No. 2004198747, Official Public Records of Travis County, Texas).

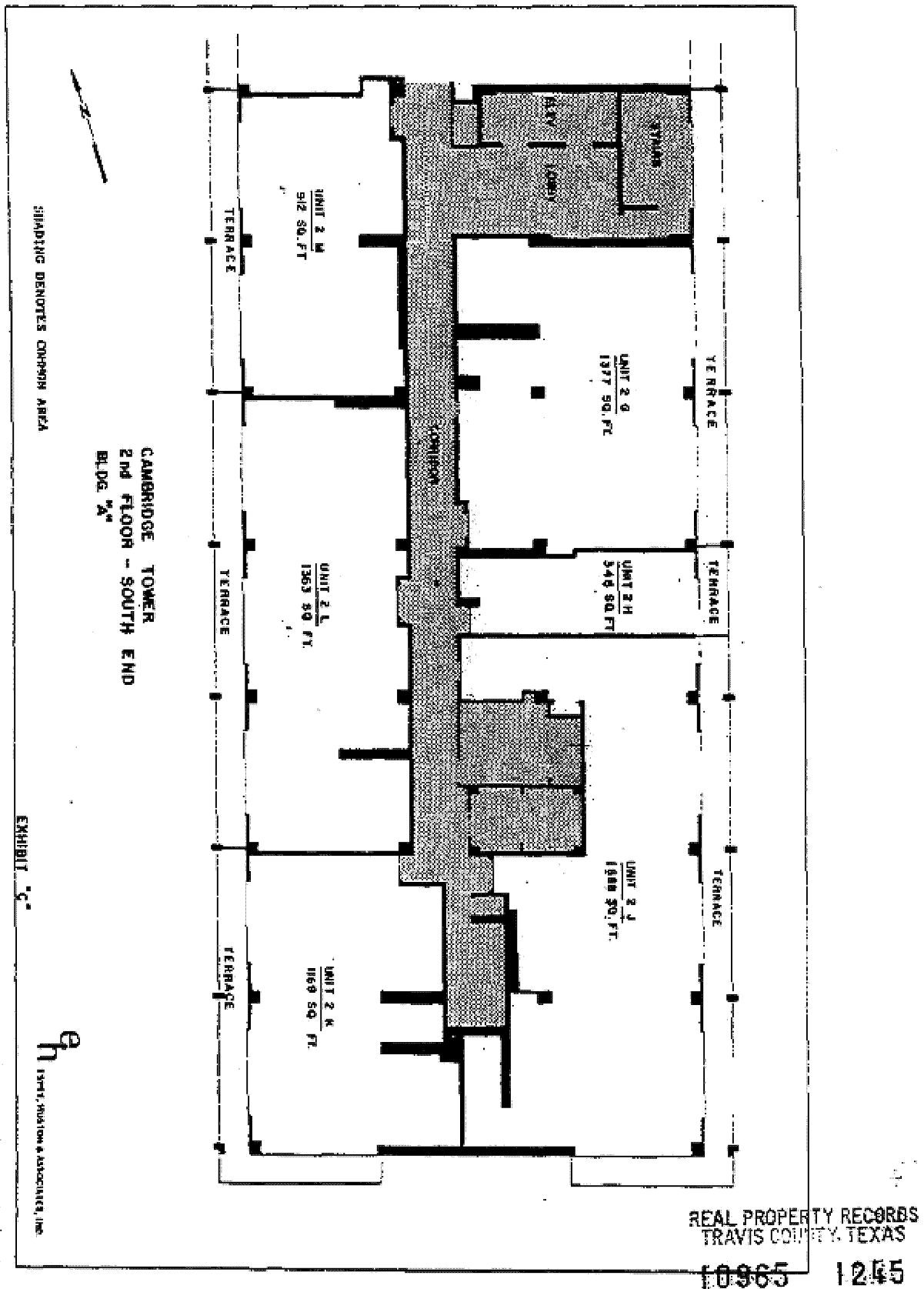
EXHIBIT B

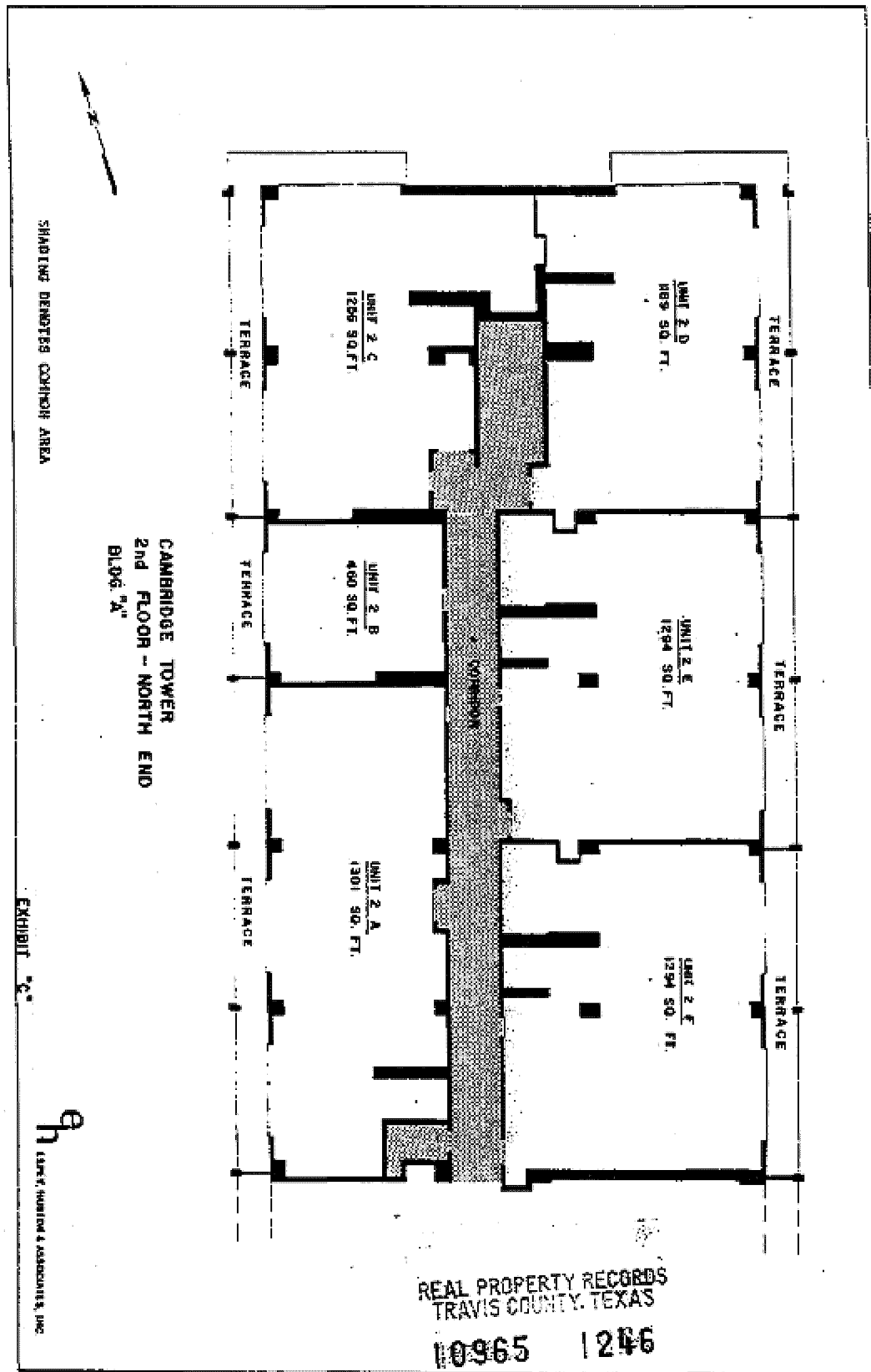


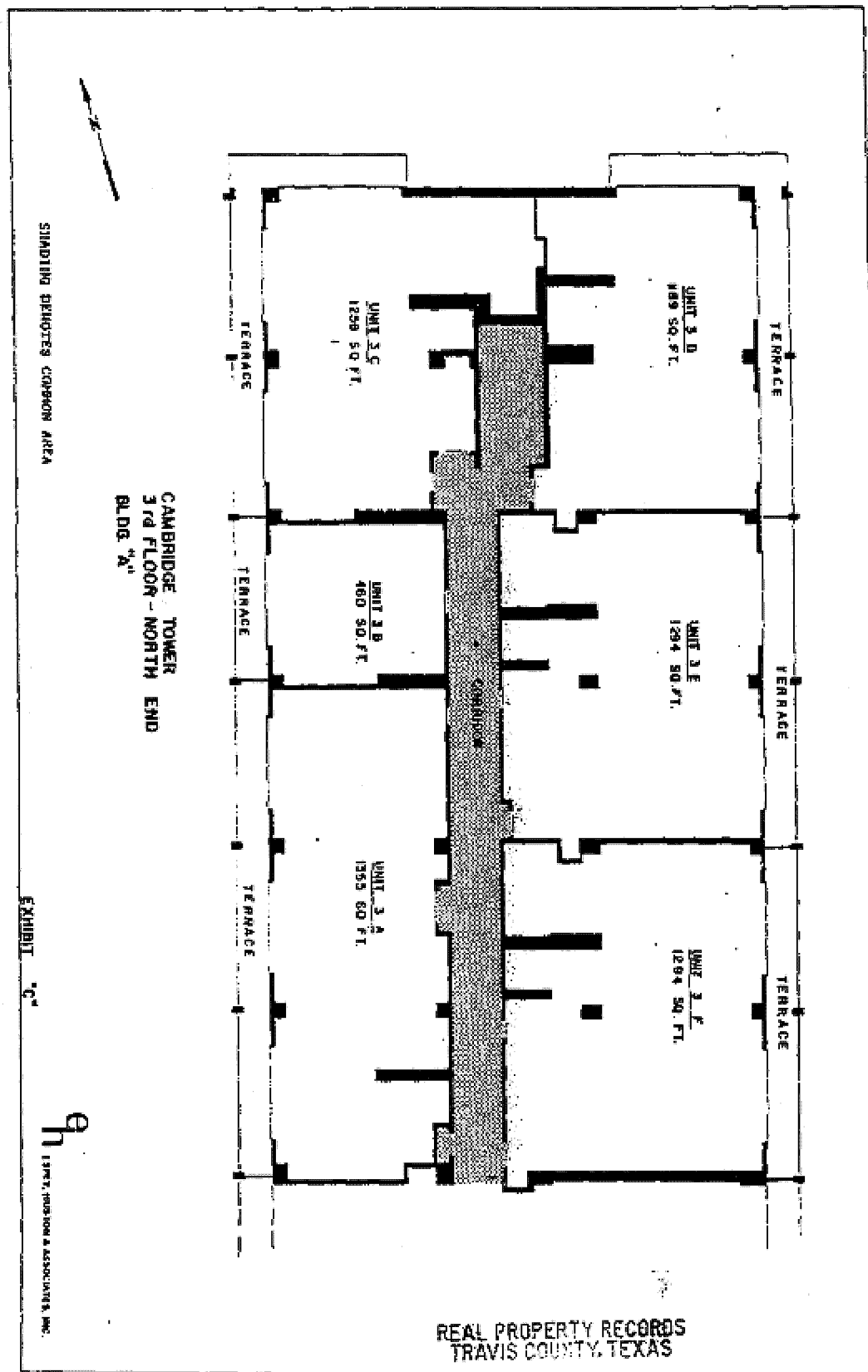


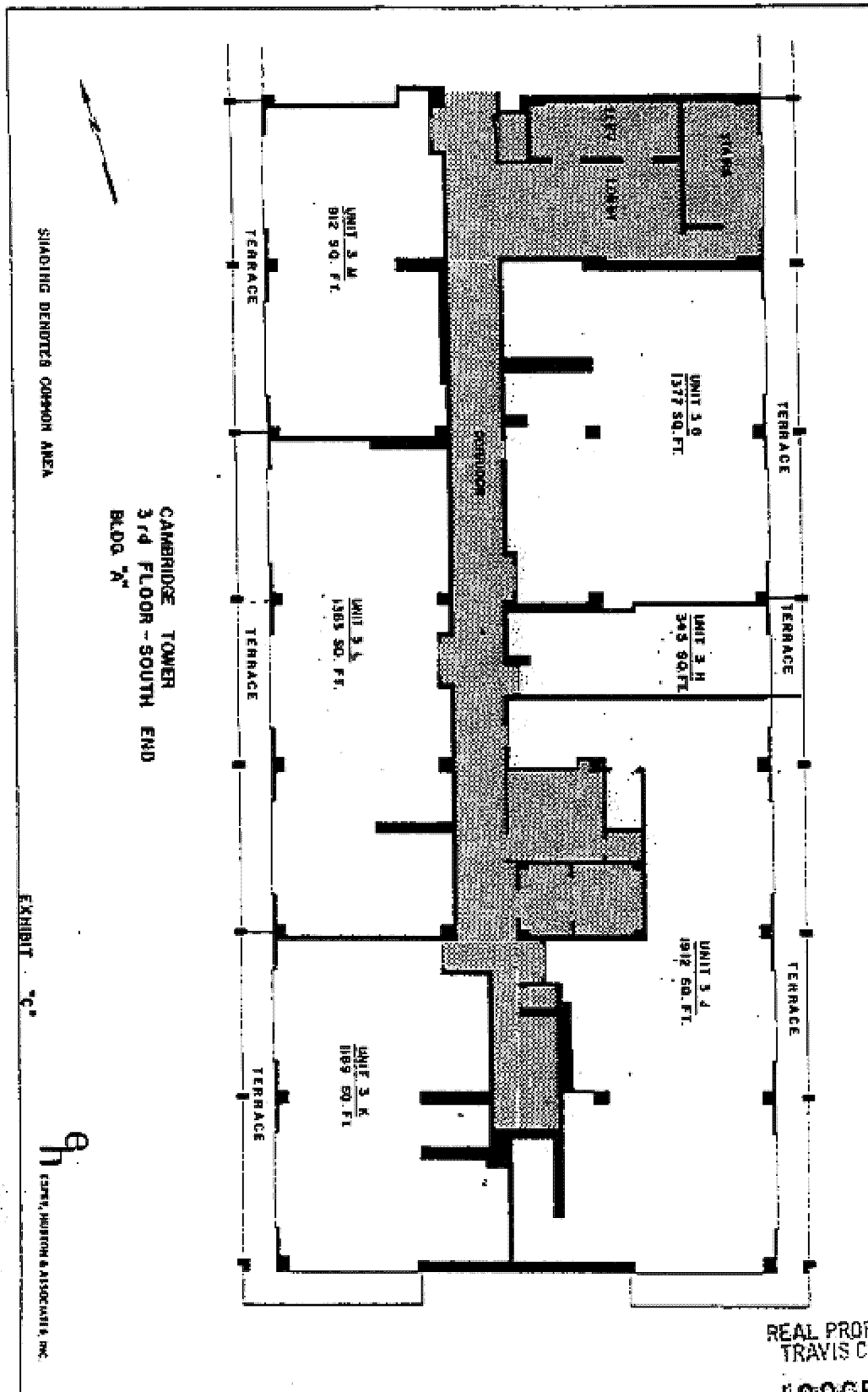
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10965 1244



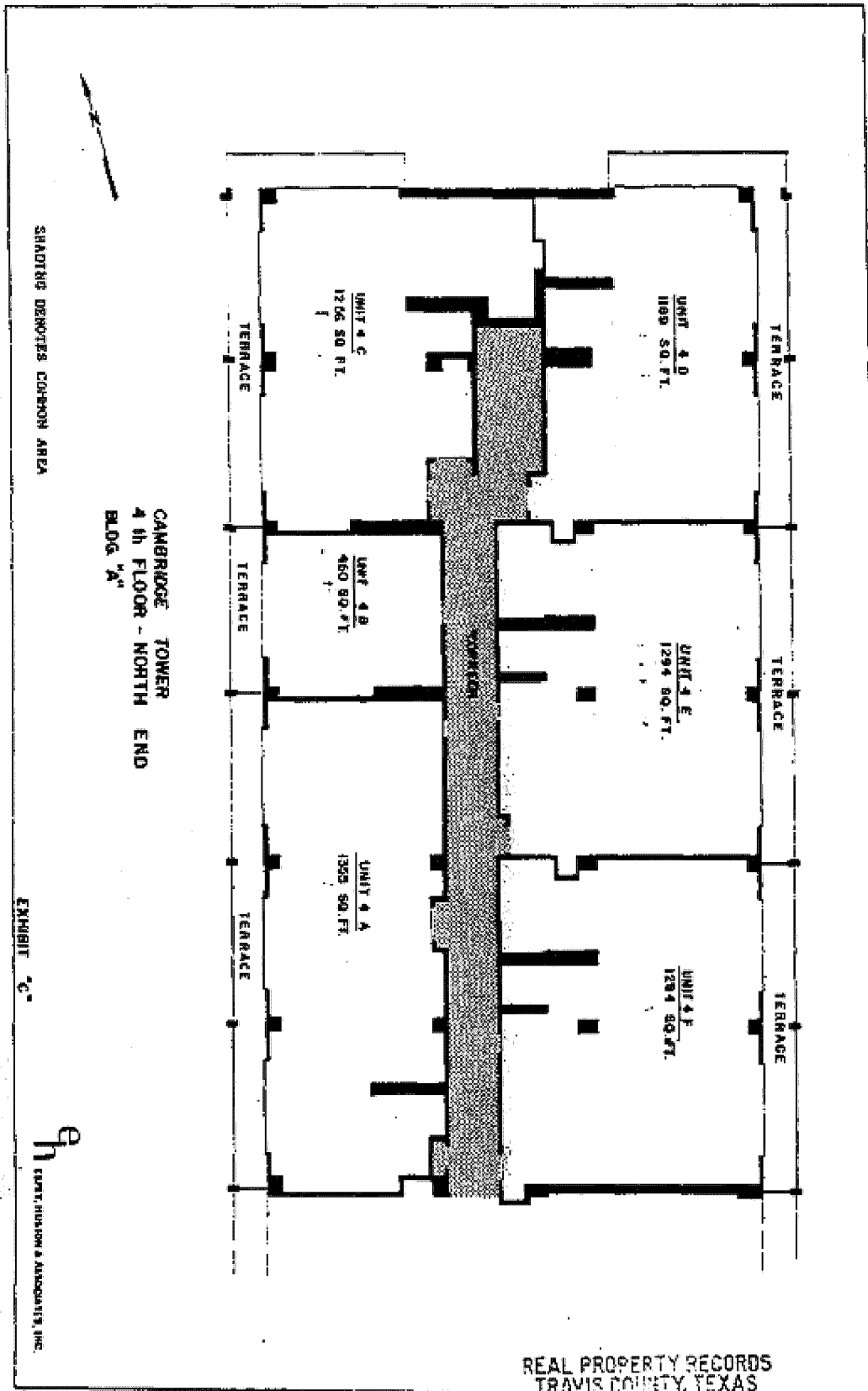




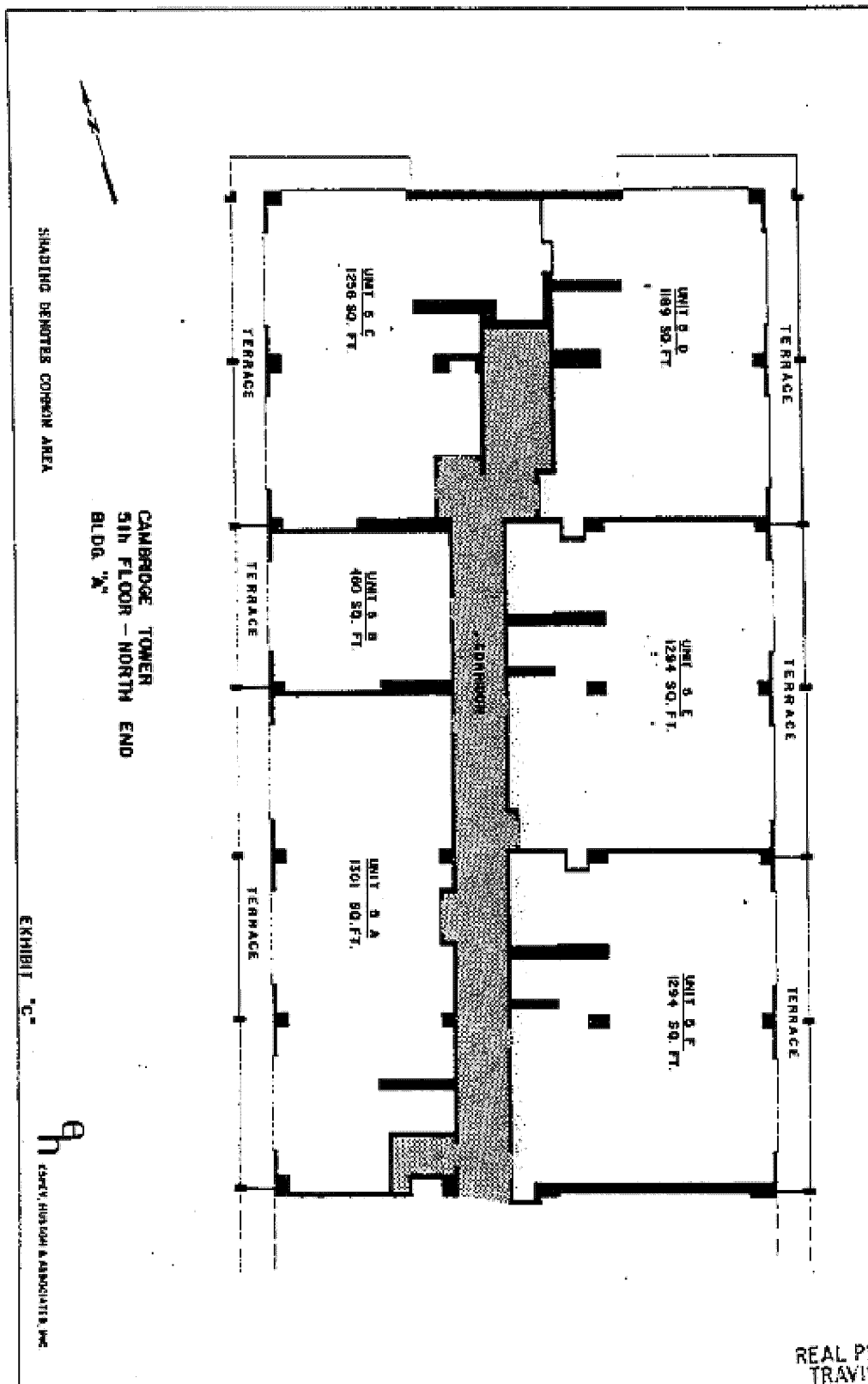


REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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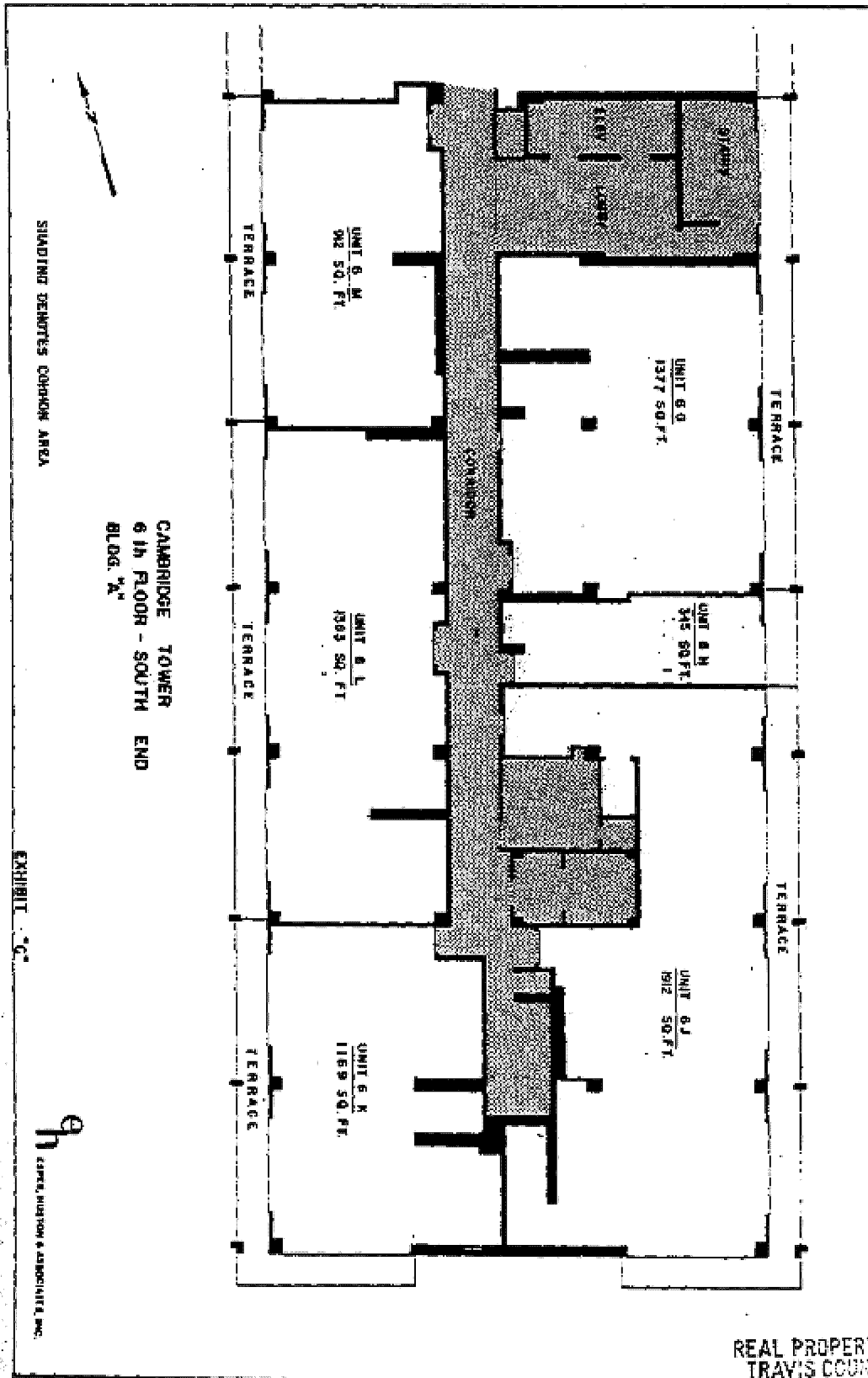


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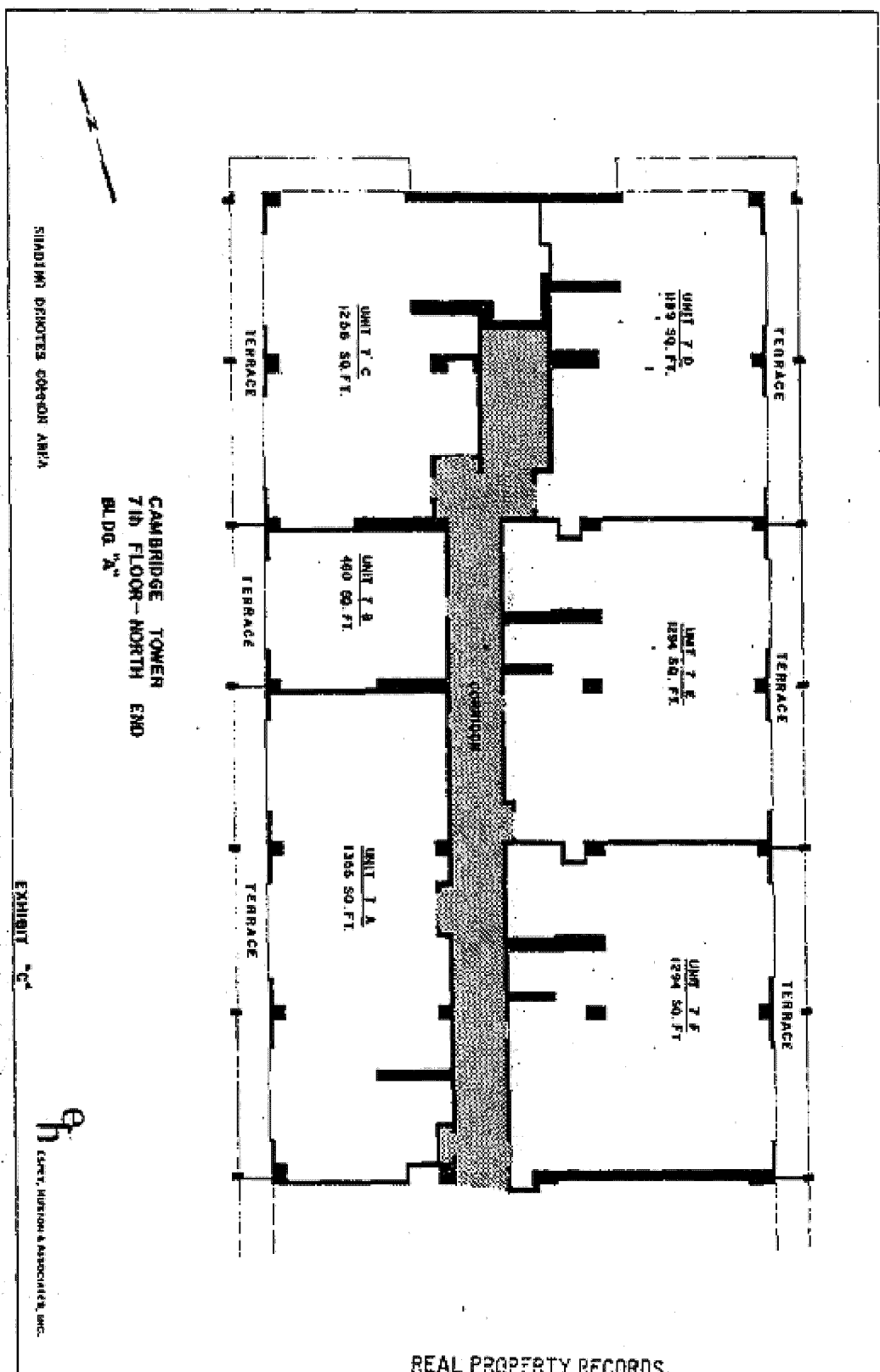
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TRAVIS COUNTY, TEXAS

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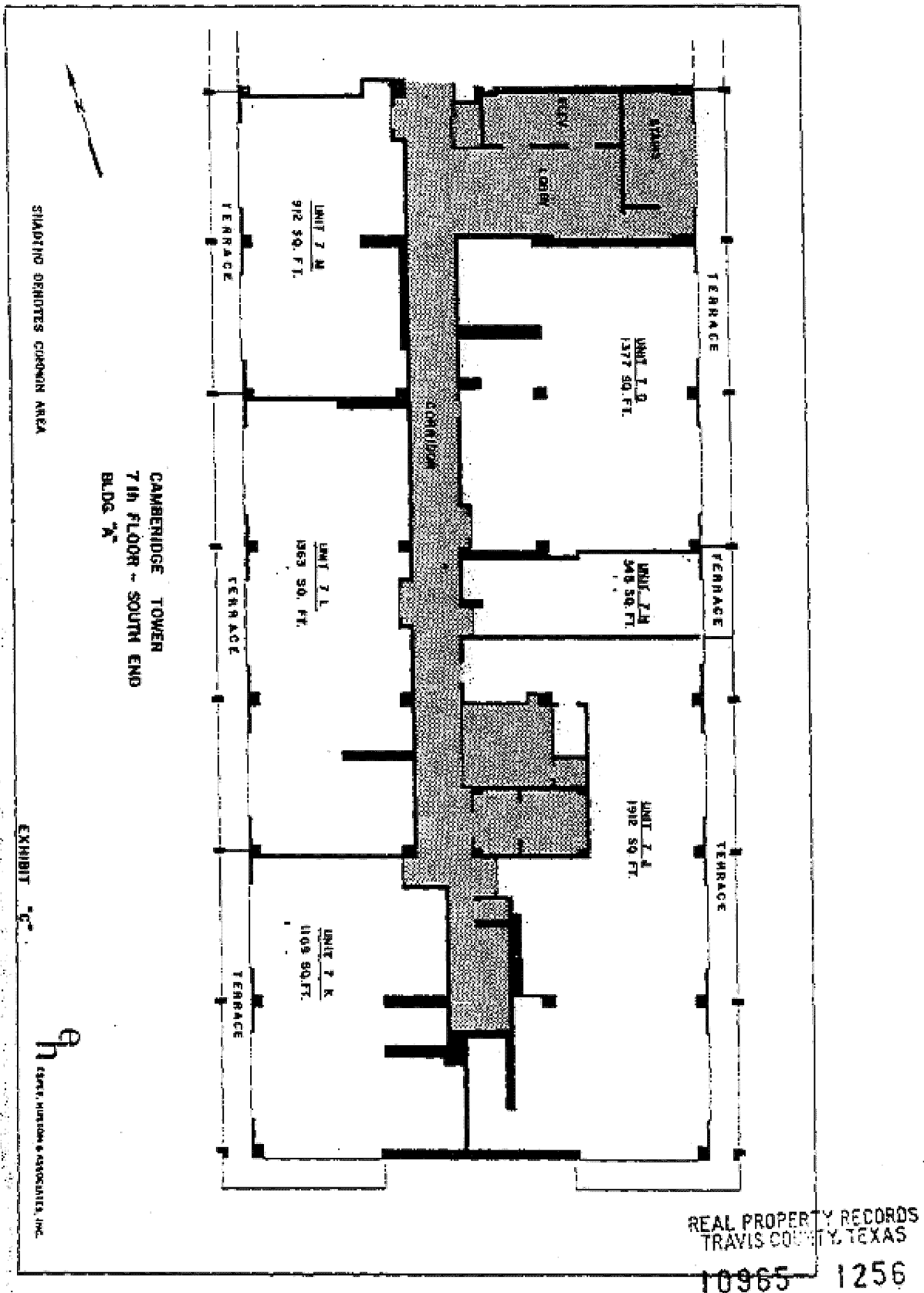
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TRAVIS COUNTY, TEXAS

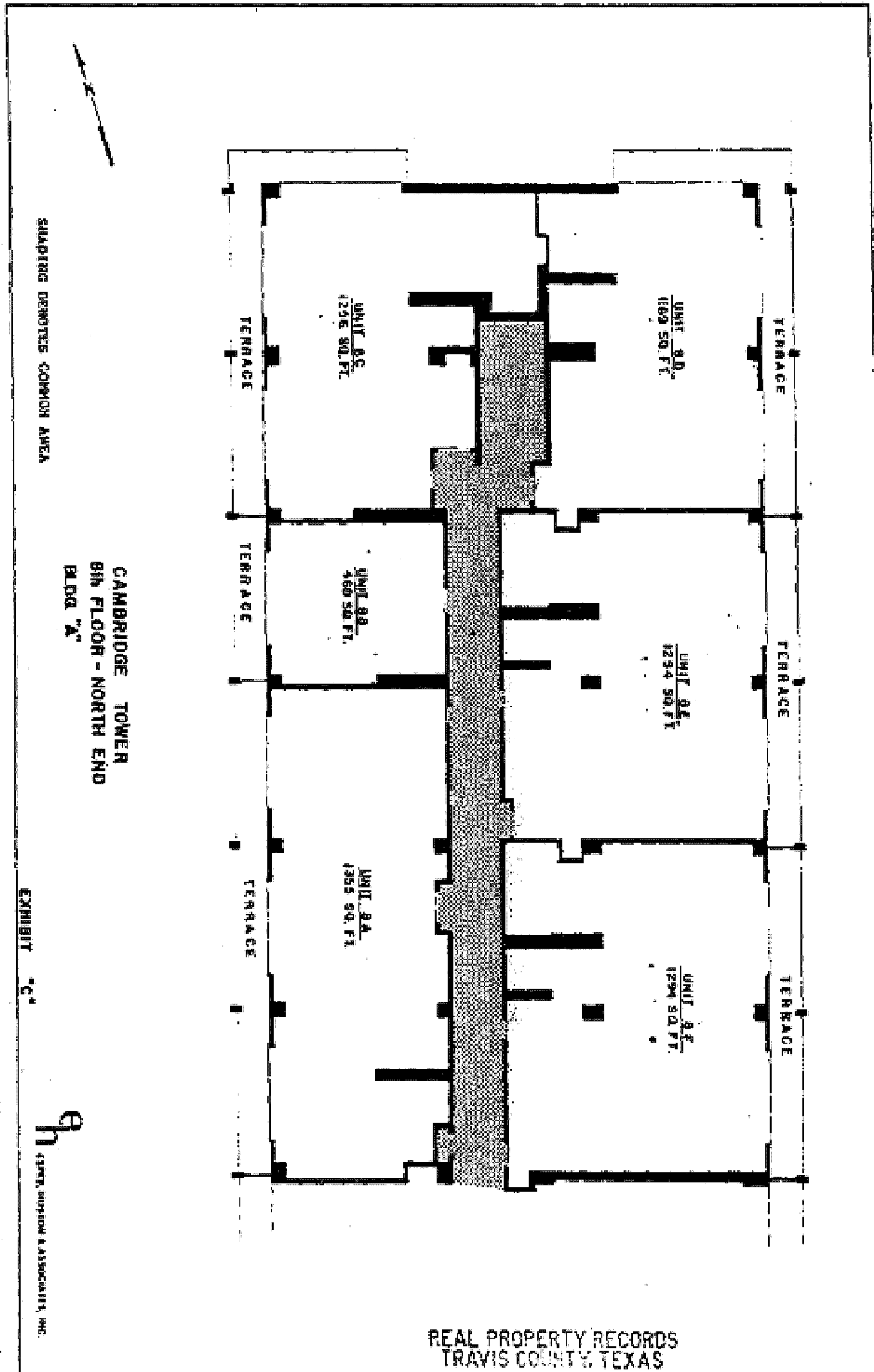
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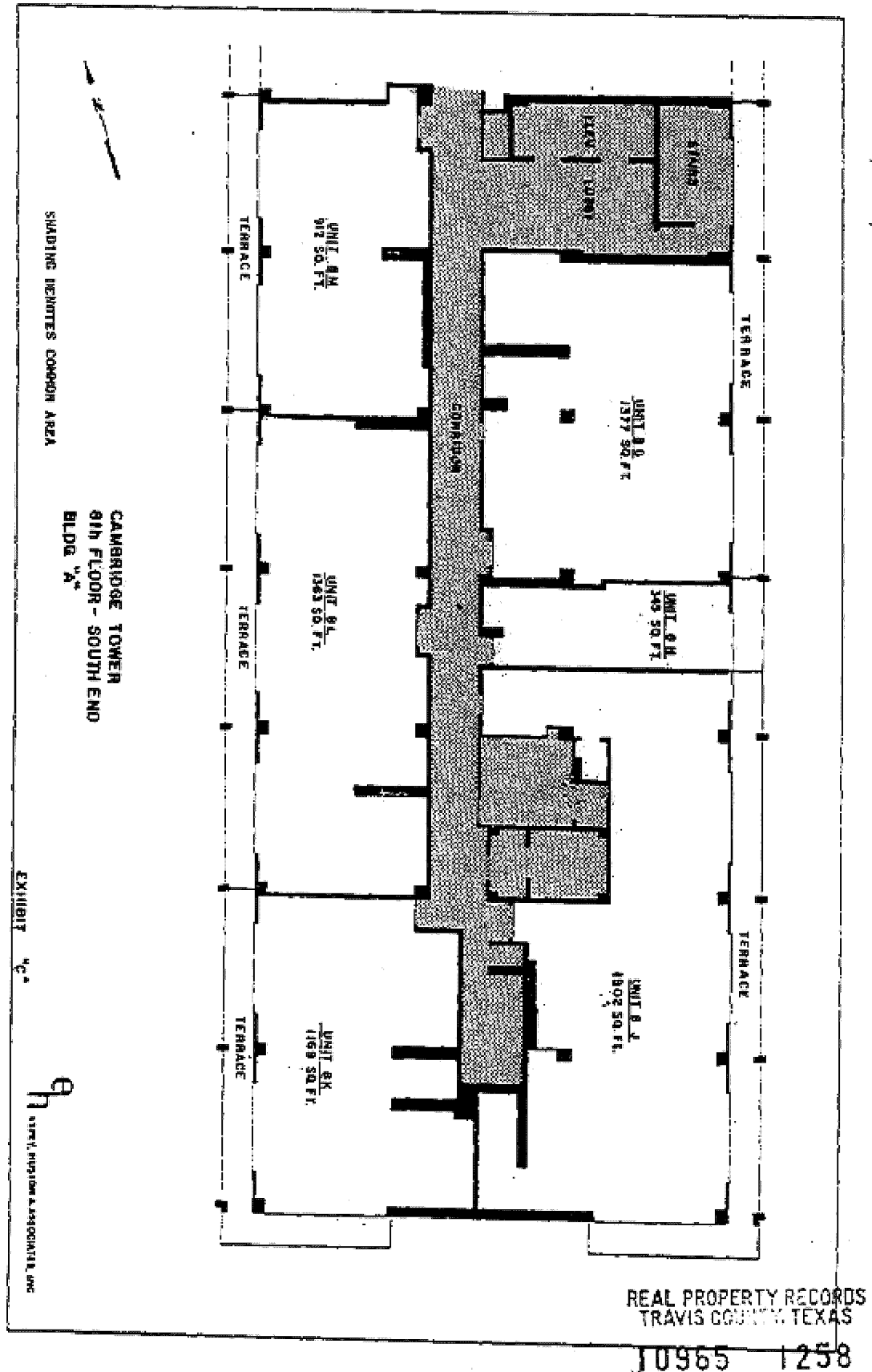
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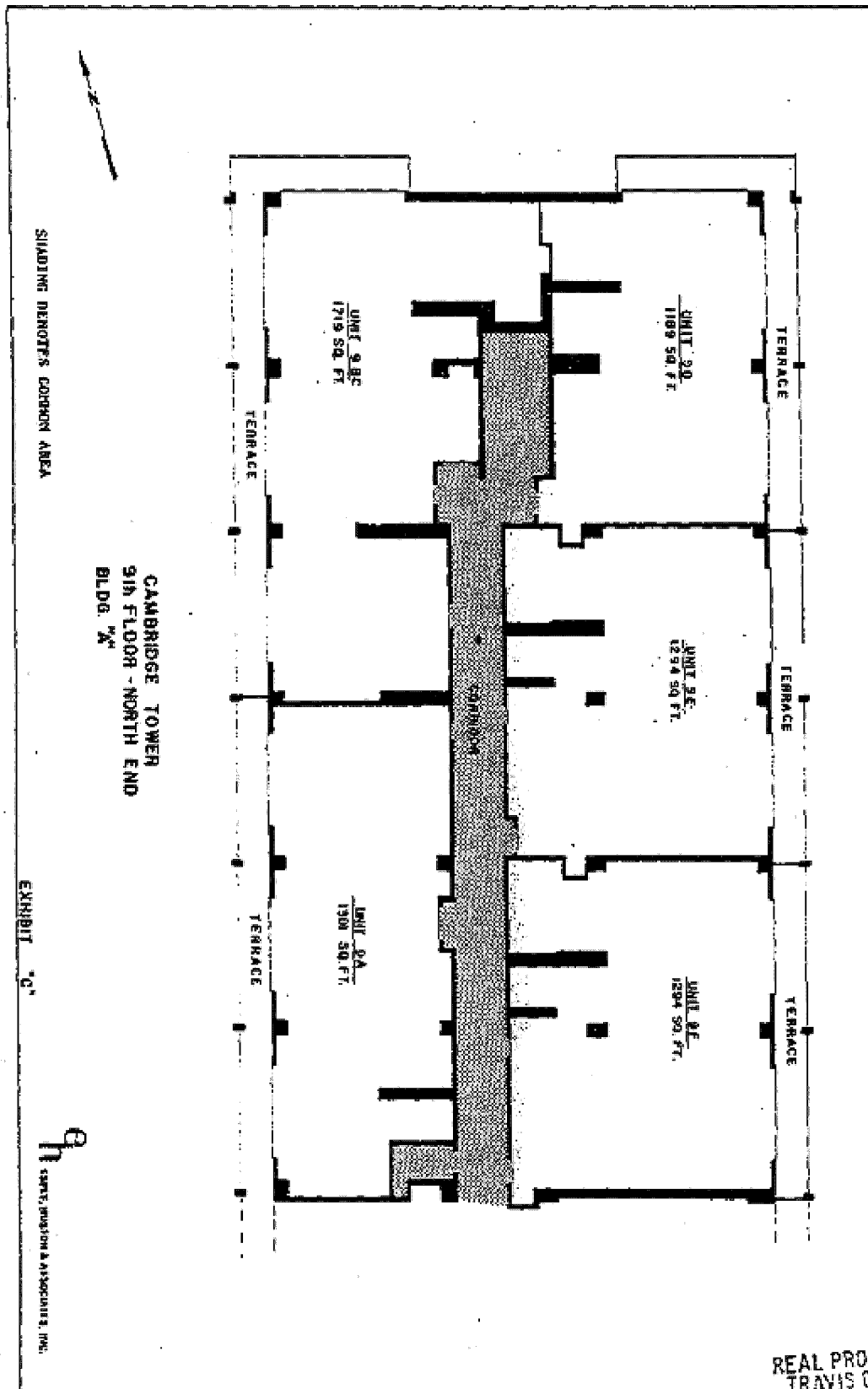
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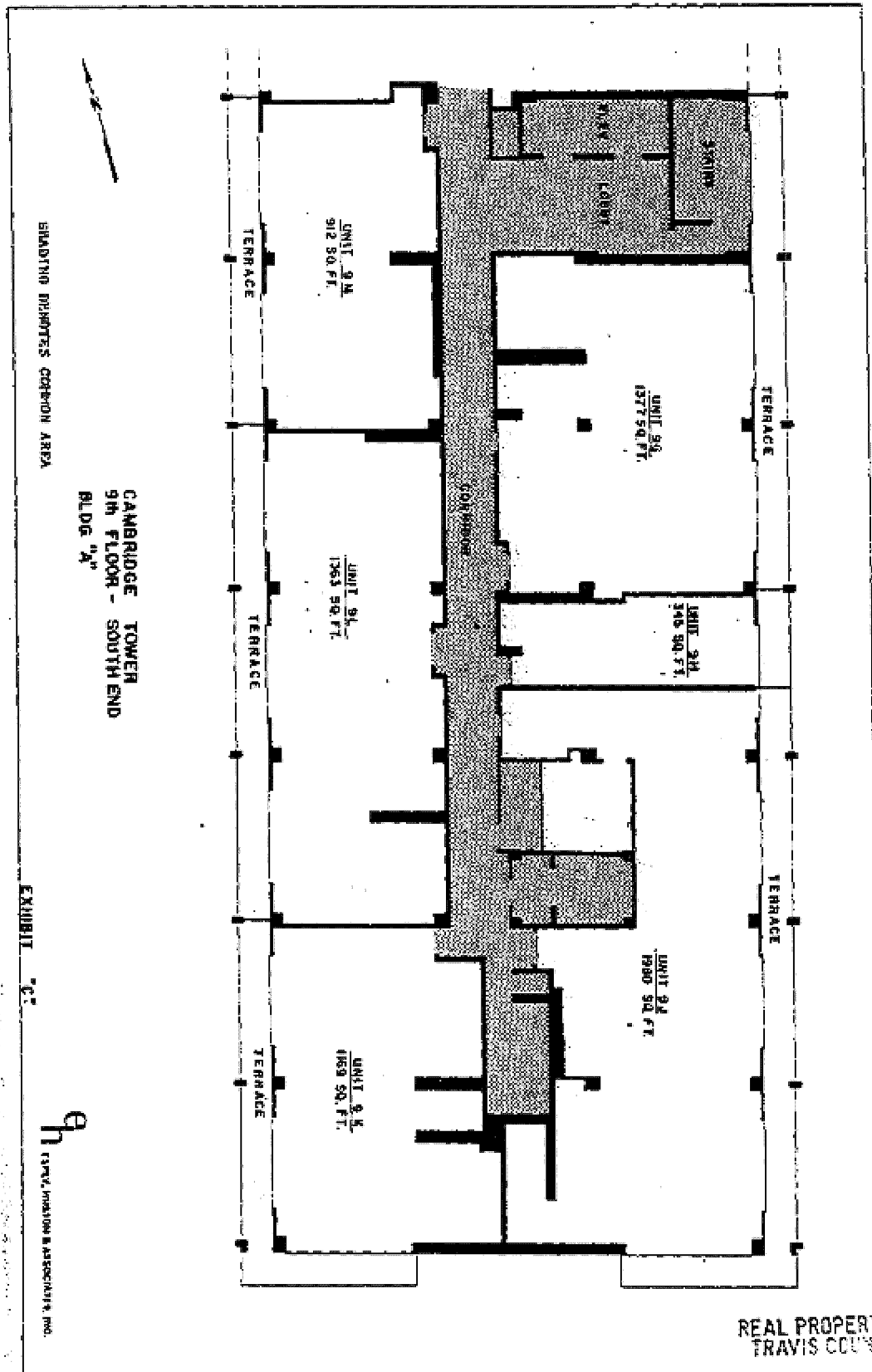
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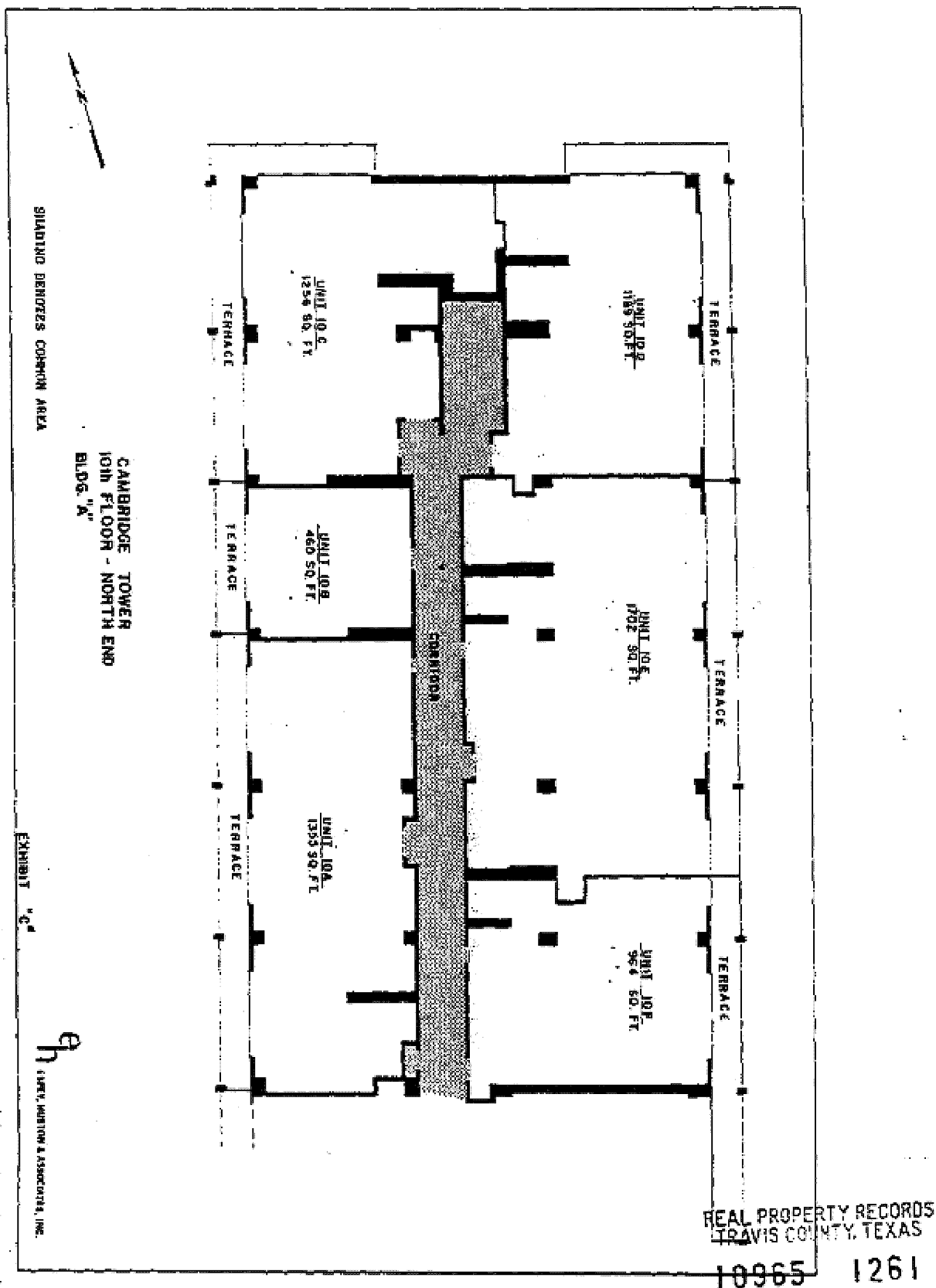
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TRAVIS COUNTY, TEXAS

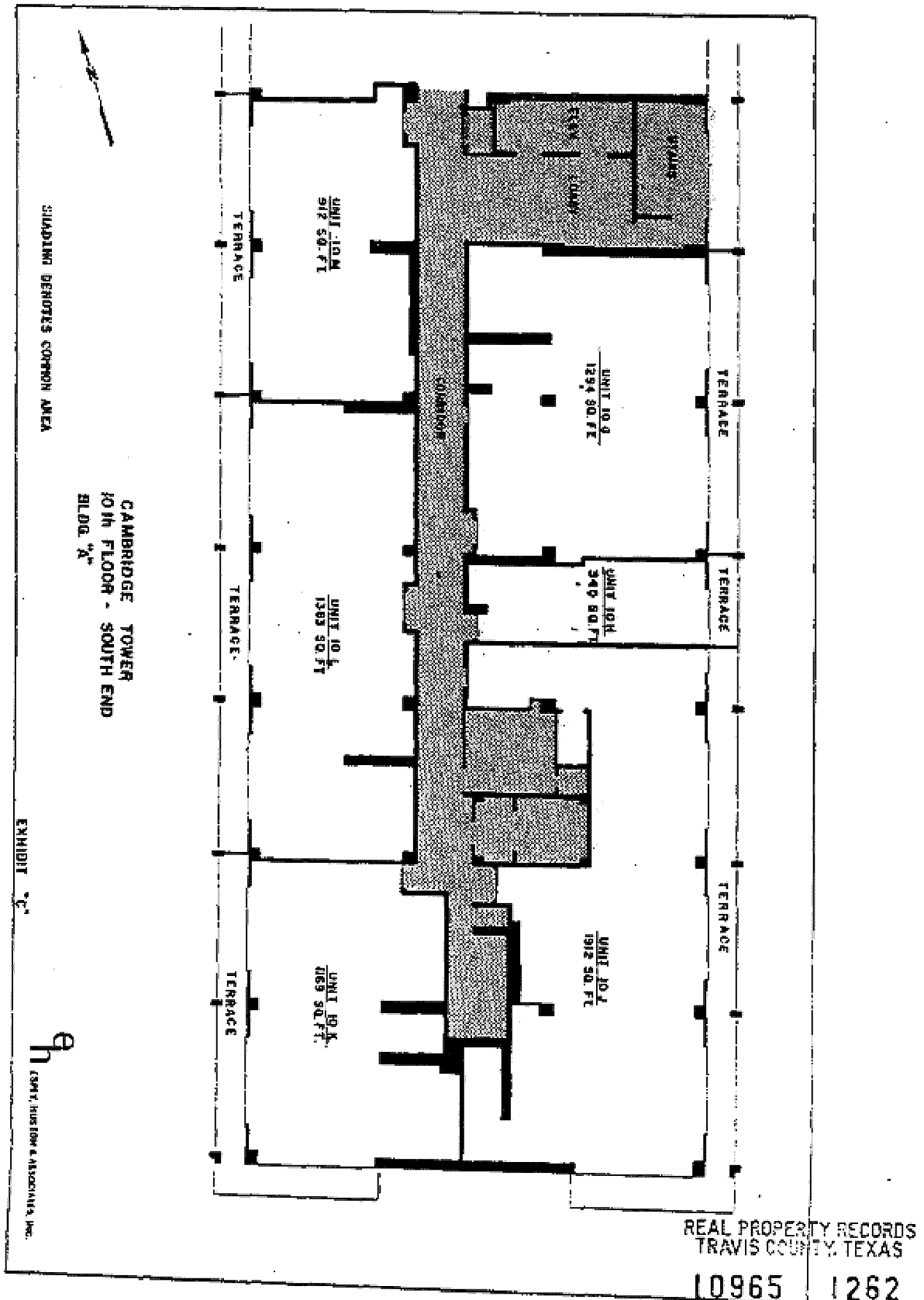
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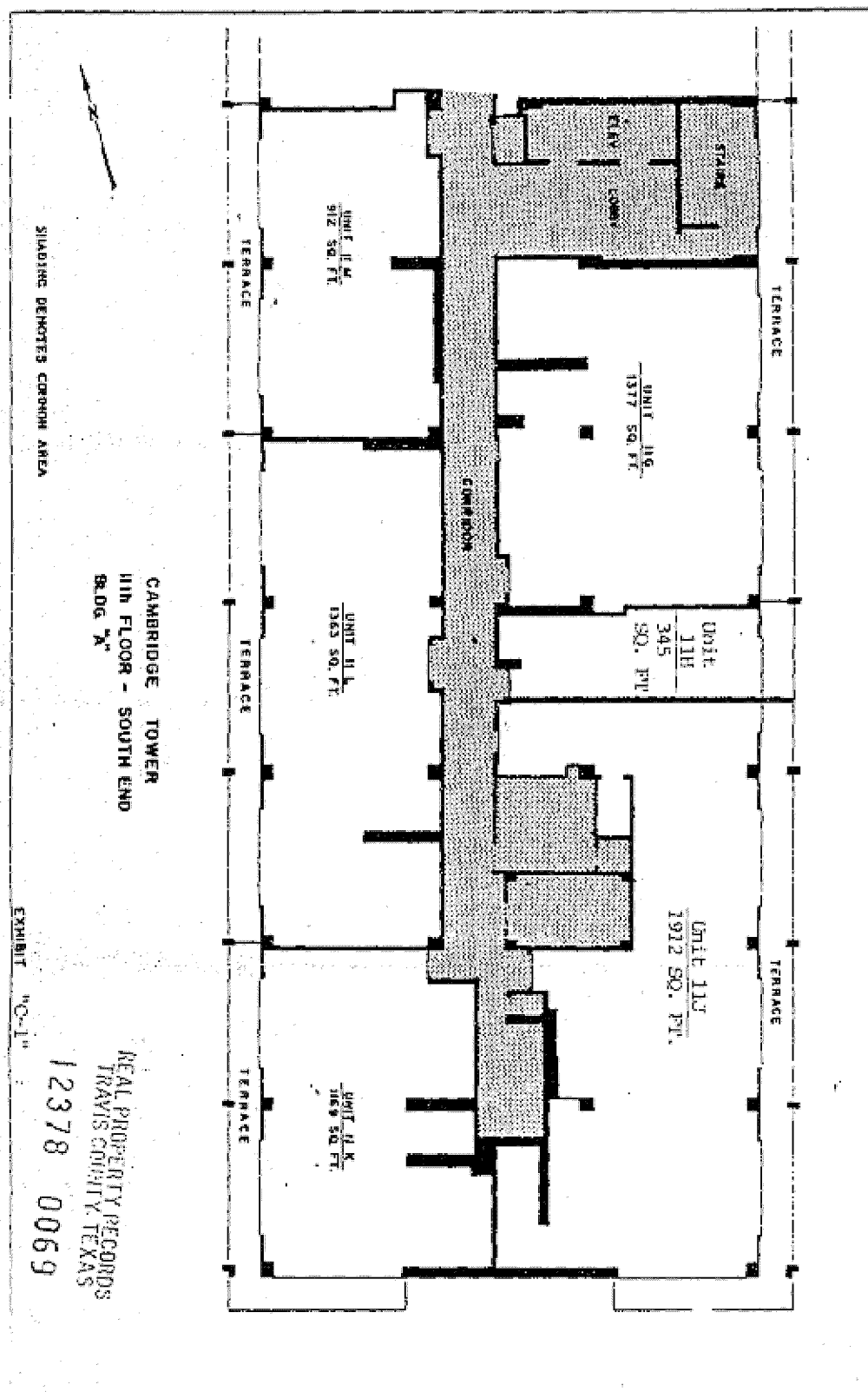
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TRAVIS COUNTY, TEXAS

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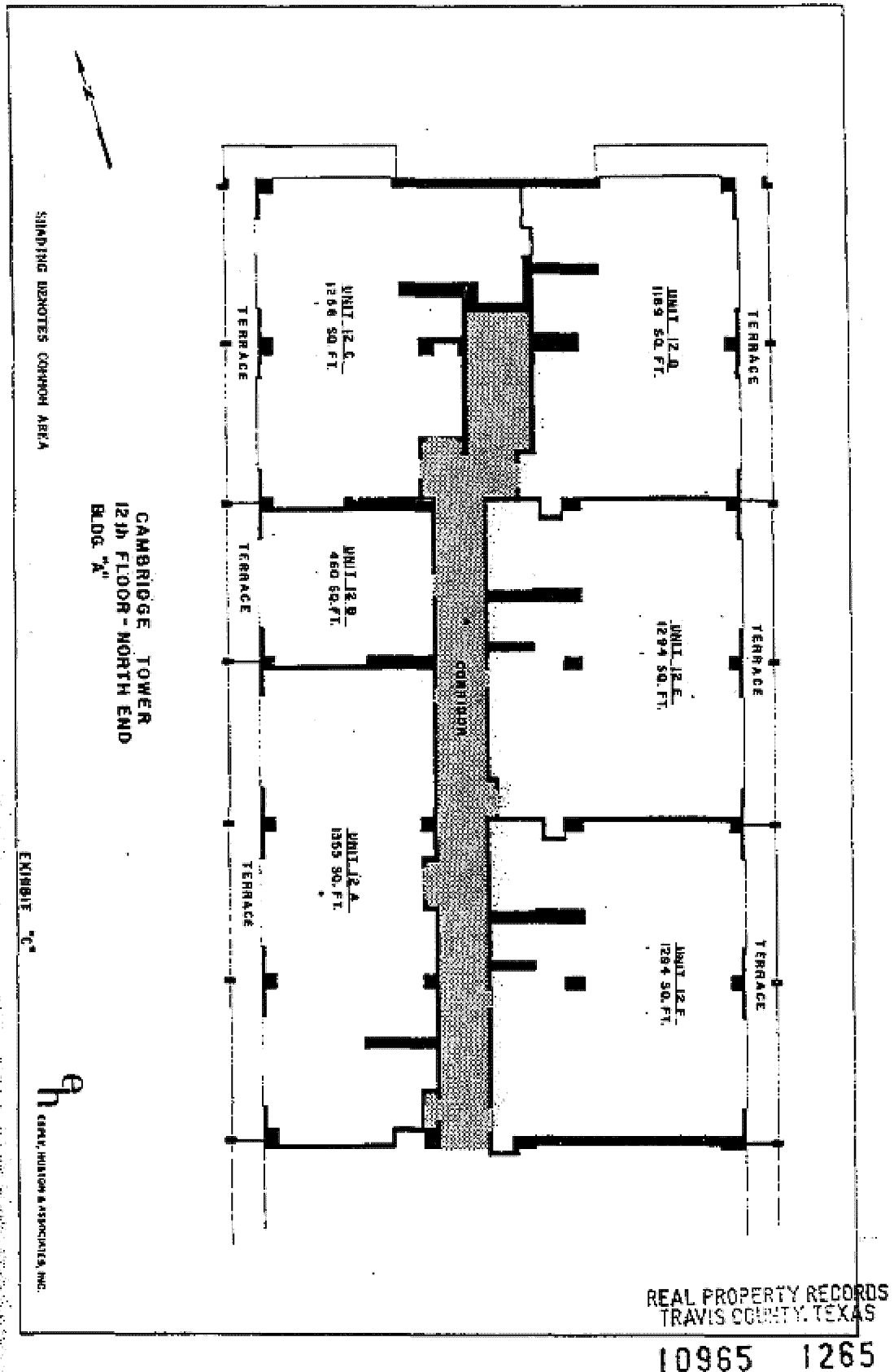


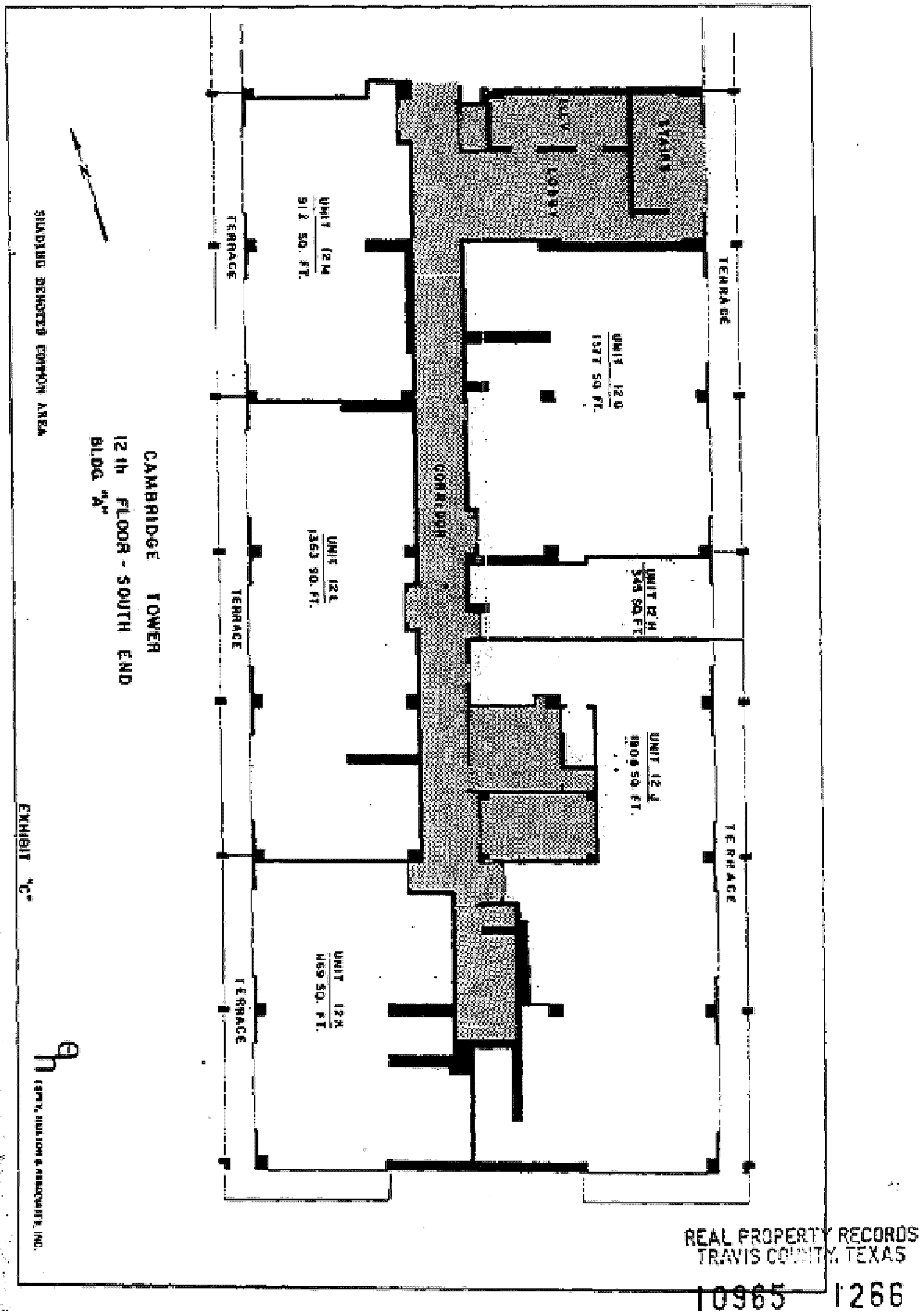


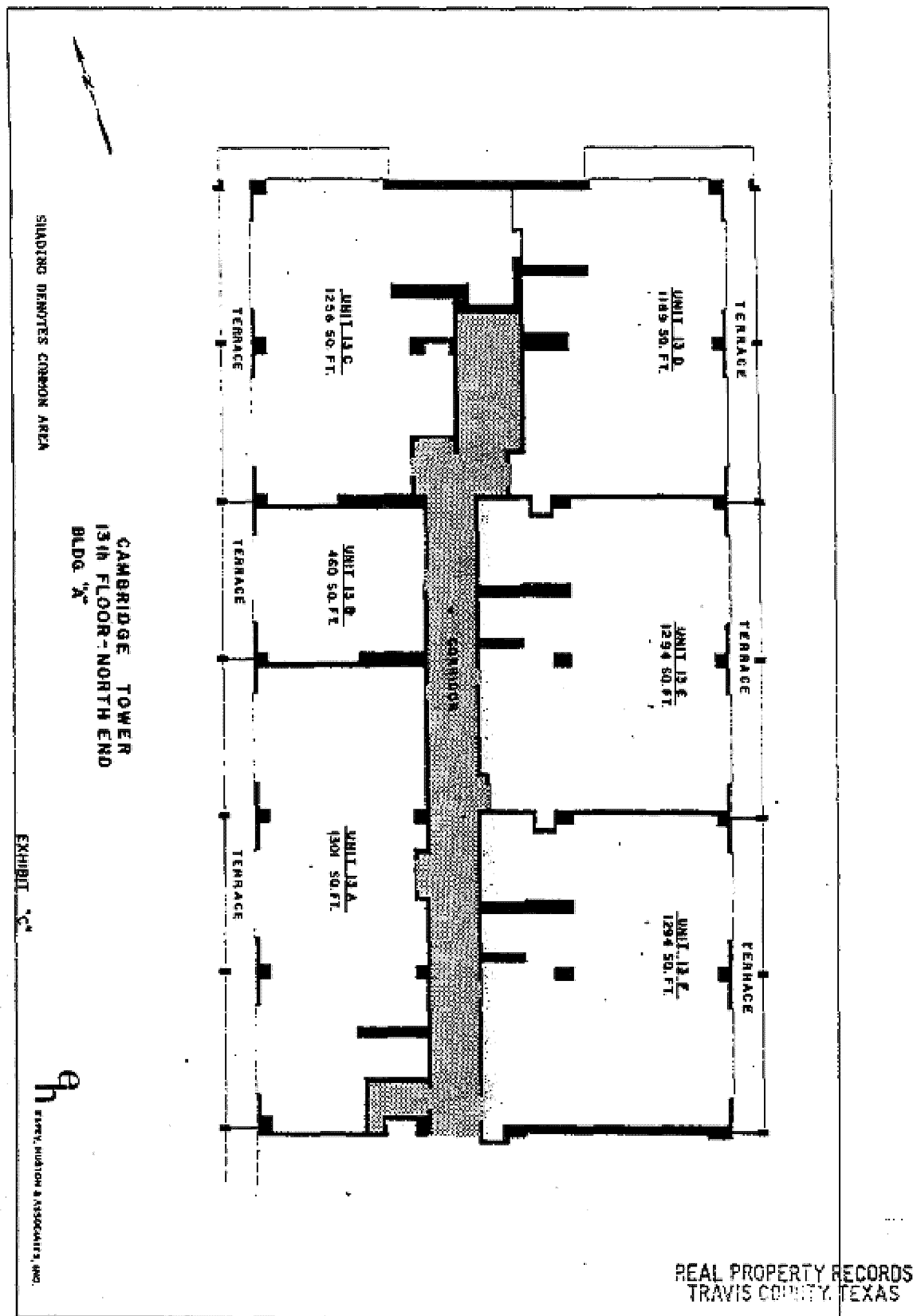
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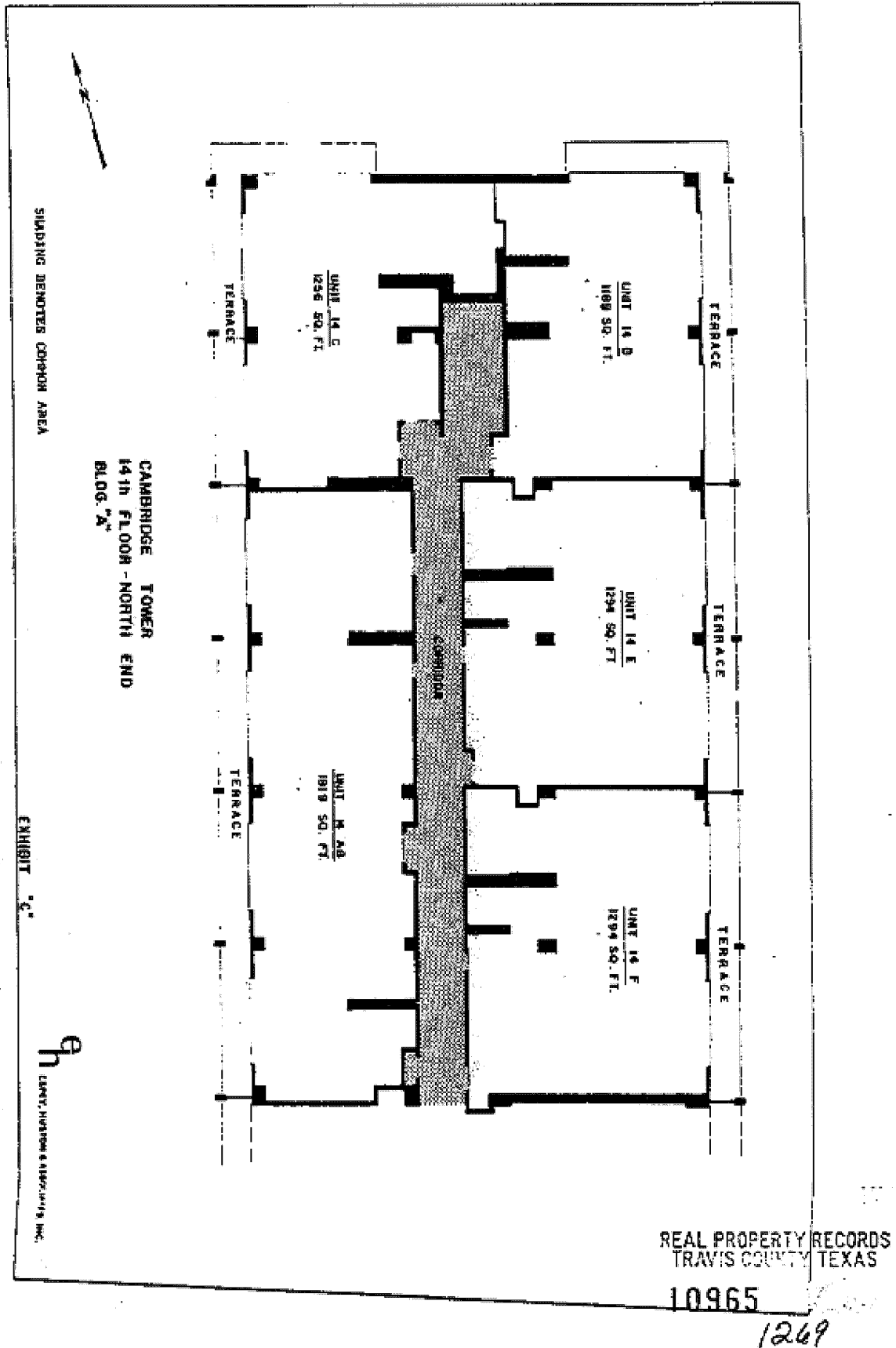


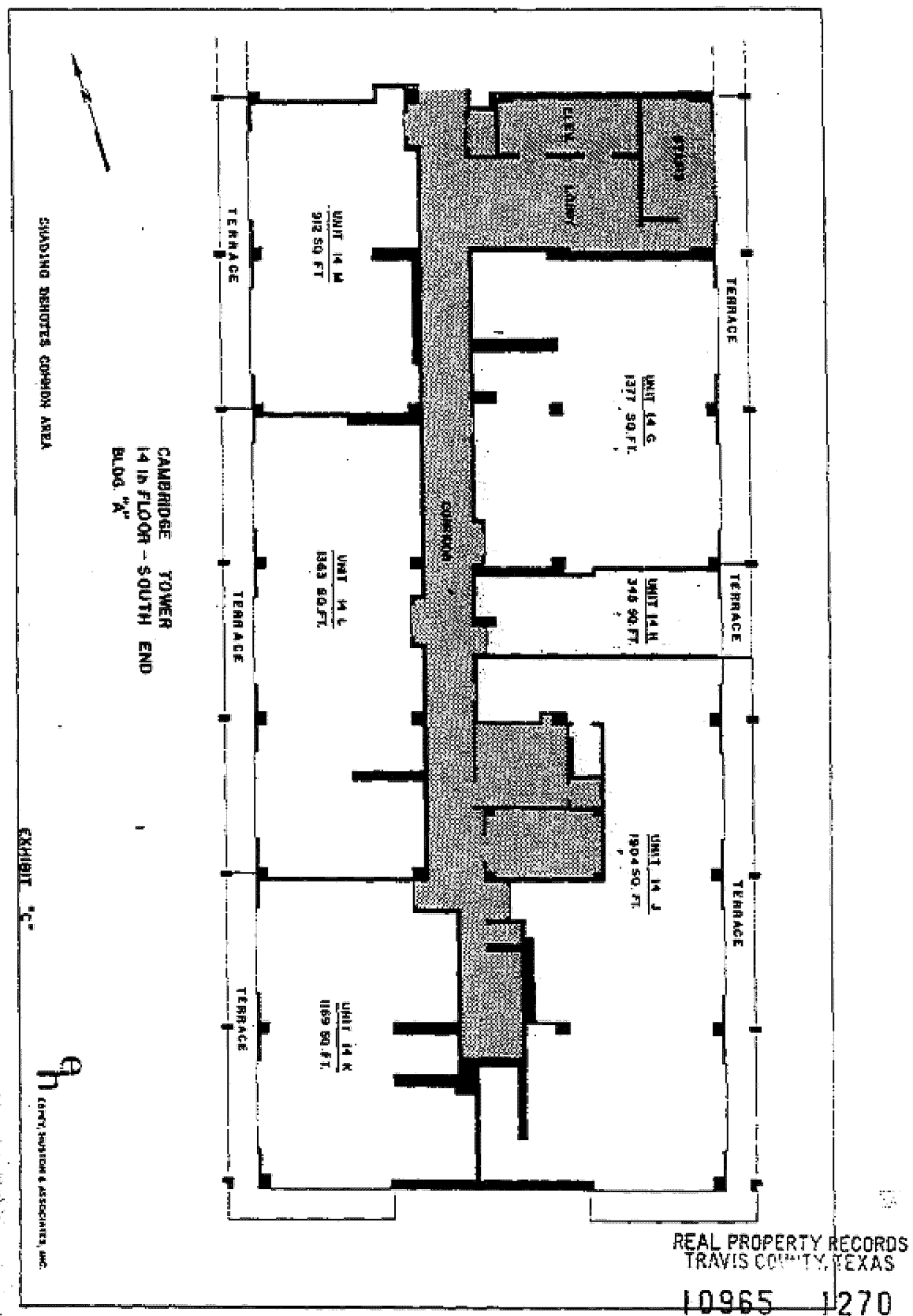
¹² Exhibit C, Page 1264 replaced in the 1995 Amendment to Declaration (Volume 12378, Page 66, Official Public Records of Travis County, Texas).

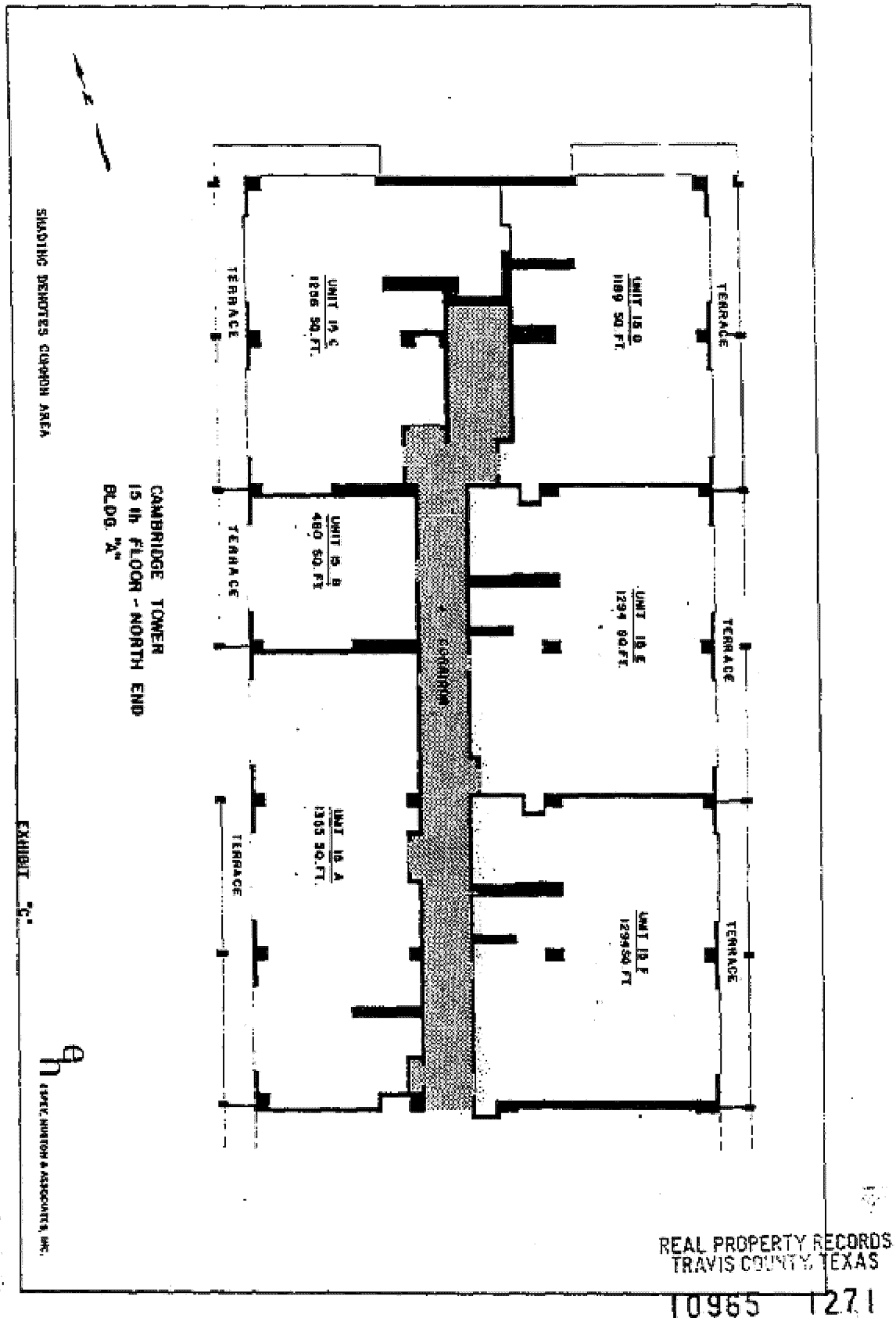












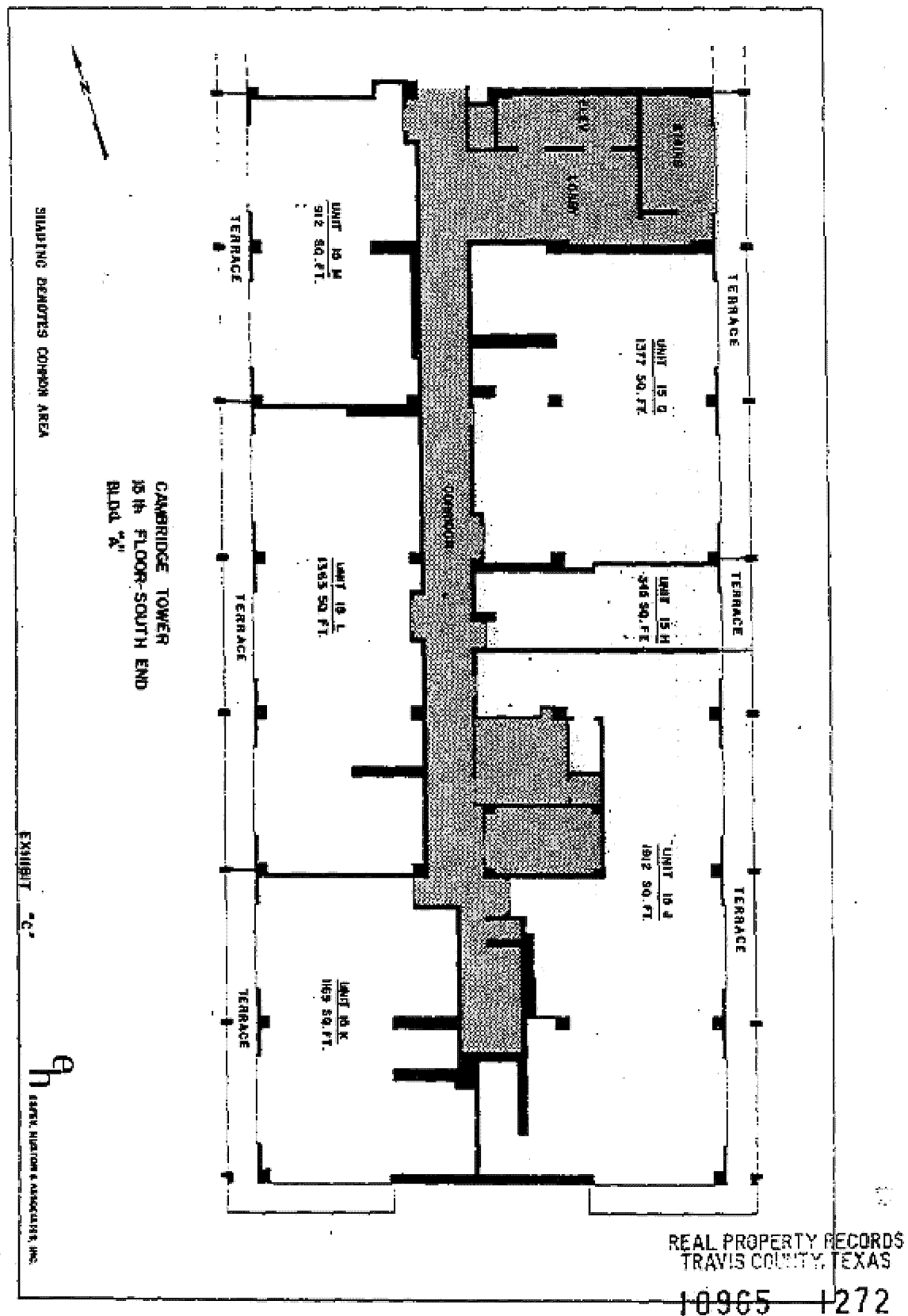
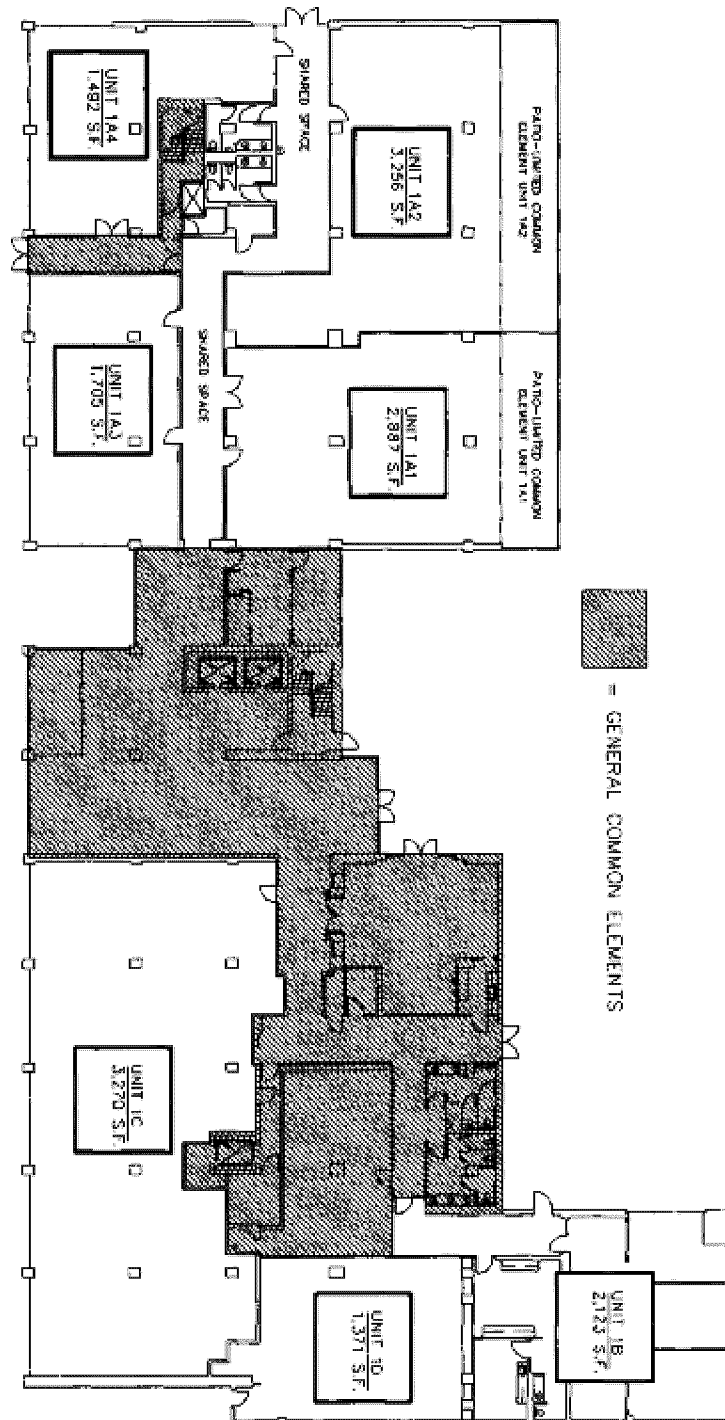


Exhibit C-2010¹³

¹³ Exhibit added by the 2010 Amendment to Declaration (Document No. 2010187014, Official Public Records of Travis County, Texas).

NOTE:
SOME SQUARE FOOTAGE
CALCULATIONS WERE
PROVIDED BY A THIRD
PARTY AND DIMENSIONS
FLOORPLANS, LLC MAKES NO
WARRANTIES AS TO THEIR
ACCURACY OR FITNESS FOR
USE.



Drawing for:
CAMBRIDGE TOWER
1801 Lavaca
Austin, Texas 78701

FIRST FLOOR **CAMBRIDGE TOWER**

THE MEASUREMENTS AND
FLOOR PLANS ARE ACCURATE
TO WITHIN 2% - EXTERIOR WALLS
AND DIMENSION WALLS ARE
VARYING THICKNESSES.
Project No.: 21061.01
Rev. Date: October 26, 2010
©2010

+DIMENSIONS+
FLOOR PLANS
AUSTIN, TEXAS
WWW.DIMENSIONS-FLOORPLANS.COM
Phone: 342-0114 Fax: 342-1865

Exhibit

D¹⁴

**Cambridge Condominiums
Council of Owners**

Schedule 1 - Vote for Approval of Fitness Room

<u>Unit #</u>	<u>Approved (X)</u>	<u>Unit #</u>	<u>Approved (X)</u>
1 1 A	x(6)	43 5 D	x
2 1 B	x(3)	44 5 E	x
3 1 C		45 5 F	x
4 2 A	x	46 5 G	x
5 2 B	x	47 5 H	x
6 2 C	x	48 5 J	
7 2 D	x	49 5 K	x
8 2 E	x	50 5 L	x
9 2 F	x	51 5 M	
10 2 G	x	52 6 A	x
11 2 H	x	53 6 B	
12 2 J		54 6 C	x
13 2 K		55 6 D	x
14 2 L		56 6 E	x
15 2 M	x	57 6 F	x
16 3 A	x	58 6 G	x
17 3 B	x	59 6 H	x
18 3 C	x	60 6 J	x
19 3 D	x	61 6 K	x
20 3 E	x	62 6 L	x
21 3 F		63 6 M	x
22 3 G	x	64 7 A	x
23 3 H	x	65 7 B	x
24 3 J	x	66 7 C	x
25 3 K	x	67 7 D	x
26 3 L	x	68 7 E	
27 3 M	x	69 7 F	x
28 4 A	x	70 7 G	x
29 4 B	x	71 7 H	x
30 4 C	x	72 7 J	x
31 4 D	x	73 7 K	
32 4 E	x	74 7 L	x
33 4 F	x	75 7 M	
34 4 G	x	76 8 A	x
35 4 H	x	77 8 B	x
36 4 J		78 8 C	x
37 4 K	x	79 8 D	x
38 4 L	x	80 8 E	x
39 4 M	x	81 8 F	x
40 5 A	x	82 8 G	x
41 5 B	x	83 8 H	
42 5 C	x	84 8 J	x

¹⁴ Exhibit replaced in the 2004 Amendment to Declaration (Document No. 2004198747, Official Public Records of Travis County, Texas).



Schedule 1 - Vote for Approval of Fitness Room

<u>Unit #</u>	<u>Approved (X)</u>	<u>Unit #</u>	<u>Approved (X)</u>
85 8 K	x	128 12 F	x
86 8 L		129 12 G	x
87 8 M	x	130 12 H	x
88 9 A	x	131 12 J	x
89 9 BC		132 12 K	x
90 9 D	x	133 12 L	x
91 9 E	x	134 12 M	x
92 9 F	x	135 13 A	x
93 9 G	x	136 13 B	x
94 9 H	x	137 13 C	x
95 9 J	x	138 13 D	
96 9 K		139 13 E	x
97 9 L	x	140 13 F	x
98 9 M		141 13 G	x
99 10 A		142 13 H	x
100 10 B	x	143 13 J	x
101 10 C	x	144 13 K	x
102 10 D	x	145 13 L	x
103 10 E		146 13 M	
104 10 F		147 14 AB	x
105 10 G	x	148 14 C	x
106 10 H		149 14 D	x
107 10 J		150 14 E	x
108 10 K		151 14 F	x
109 10 L	x	152 14 G	x
110 10 M	x	153 14 H	x
111 11 A	x	154 14 J	
112 11 B	x	155 14 K	x
113 11 C	x	156 14 L	x
114 11 D	x	157 14 M	x
115 11 E		158 15 A	
116 11 F	x	159 15 B	
117 11 G	x	160 15 C	x
118 11 H	x	161 15 D	x
119 11 J	x	162 15 E	x
120 11 K	x	163 15 F	x
121 11 L	x	164 15 G	x
122 11 M	x	165 15 H	
123 12 A	x	166 15 J	
124 12 B	x	167 15 K	x
125 12 C	x	168 15 L	x
126 12 D		169 15 M	x
127 12 E			

143 yes votes

as of 10-01-04

Exhibit D-2¹⁵

¹⁵ Exhibit replaced in the 2010 Amendment to Declaration (Document No. 2010187014, Official Public Records of Travis County, Texas).

Cambridge Condominiums
 Council of Owners
 Ownership Percentage
 10/20/2010

Exhibit D-2

% Square				% Square			
Unit #		Ownership	Footage	Unit #		Ownership	Footage
1	1 A1	1.369%	2,887	44	5 A	0.617%	1,301
2	1 A2	1.544%	3,256	45	5 B	0.218%	460
3	1 A3	0.606%	1,705	46	5 C	0.595%	1,256
4	1 A4	0.707%	1,492	47	5 D	0.564%	1,189
5	1 B	1.006%	2,123	48	5 E	0.613%	1,294
6	1 C	1.550%	3,270	49	5 F	0.613%	1,294
7	1 D	0.650%	1,371	50	5 G	0.653%	1,377
8	2 A	0.617%	1,301	51	5 H	0.164%	345
9	2 B	0.218%	460	52	5 J	0.906%	1,912
10	2 C	0.595%	1,256	53	5 K	0.554%	1,169
11	2 D	0.564%	1,189	54	5 L	0.646%	1,363
12	2 E	0.613%	1,294	55	5 M	0.432%	912
13	2 F	0.613%	1,294	56	6 A	0.642%	1,355
14	2 G	0.653%	1,377	57	6 B	0.218%	460
15	2 H	0.164%	345	58	6 C	0.595%	1,256
16	2 J	0.891%	1,880	59	6 D	0.564%	1,189
17	2 K	0.554%	1,169	60	6 E	0.613%	1,294
18	2 L	0.646%	1,363	61	6 F	0.613%	1,294
19	2 M	0.432%	912	62	6 G	0.653%	1,377
20	3 A	0.642%	1,355	63	6 H	0.164%	345
21	3 B	0.218%	460	64	6 J	0.906%	1,912
22	3 C	0.595%	1,256	65	6 K	0.554%	1,169
23	3 D	0.564%	1,189	66	6 L	0.646%	1,363
24	3 E	0.613%	1,294	67	6 M	0.432%	912
25	3 F	0.613%	1,294	68	7 A	0.642%	1,355
26	3 G	0.653%	1,377	69	7 B	0.218%	460
27	3 H	0.164%	345	70	7 C	0.595%	1,256
28	3 J	0.906%	1,912	71	7 D	0.564%	1,189
29	3 K	0.554%	1,169	72	7 E	0.613%	1,294
30	3 L	0.646%	1,363	73	7 F	0.613%	1,294
31	3 M	0.432%	912	74	7 G	0.653%	1,377
32	4 A	0.642%	1,355	75	7 H	0.164%	345
33	4 B	0.218%	460	76	7 J	0.906%	1,912
34	4 C	0.595%	1,256	77	7 K	0.554%	1,169
35	4 D	0.564%	1,189	78	7 L	0.646%	1,363
36	4 E	0.613%	1,294	79	7 M	0.432%	912
37	4 F	0.613%	1,294	80	8 A	0.642%	1,355
38	4 G	0.653%	1,377	81	8 B	0.218%	460
39	4 H	0.164%	345	82	8 C	0.595%	1,256
40	4 J	0.901%	1,901	83	8 D	0.564%	1,189
41	4 K	0.554%	1,169	84	8 E	0.613%	1,294
42	4 L	0.646%	1,363	85	8 F	0.613%	1,294
43	4 M	0.432%	912	86	8 G	0.653%	1,377

% Square				% Square			
Unit #		Ownership	Footage	Unit #		Ownership	Footage
87	8 H	0.164%	345	133	12 G	0.653%	1,377
88	8 J	0.902%	1,902	134	12 H	0.164%	345
89	8 K	0.554%	1,169	135	12 J	0.904%	1,906
90	8 L	0.646%	1,363	136	12 K	0.554%	1,169
91	8 M	0.432%	912	137	12 L	0.646%	1,363
92	9 A	0.617%	1,301	138	12 M	0.432%	912
93	9 BC	0.815%	1,719	139	13 A	0.617%	1,301
94	9 D	0.564%	1,189	140	13 B	0.218%	460
95	9 E	0.613%	1,294	141	13 C	0.595%	1,256
96	9 F	0.613%	1,294	142	13 D	0.564%	1,189
97	9 G	0.653%	1,377	143	13 E	0.613%	1,294
98	9 H	0.164%	345	144	13 F	0.613%	1,294
99	9 J	0.939%	1,980	145	13 G	0.653%	1,377
100	9 K	0.554%	1,169	146	13 H	0.164%	345
101	9 L	0.646%	1,363	147	13 J	0.906%	1,912
102	9 M	0.432%	912	148	13 K	0.554%	1,169
103	10 A	0.642%	1,355	149	13 L	0.646%	1,363
104	10 B	0.218%	460	150	13 M	0.432%	912
105	10 C	0.595%	1,256	151	14 A	0.862%	1,819
106	10 D	0.564%	1,189	152	14 C	0.595%	1,256
107	10 E	0.807%	1,702	153	14 D	0.564%	1,189
108	10 F	0.457%	964	154	14 E	0.613%	1,294
109	10 G	0.613%	1,294	155	14 F	0.613%	1,294
110	10 H	0.164%	345	156	14 G	0.653%	1,377
111	10 J	0.906%	1,912	157	14 H	0.164%	345
112	10 K	0.554%	1,169	158	14 J	0.903%	1,904
113	10 L	0.646%	1,363	159	14 K	0.554%	1,169
114	10 M	0.432%	912	160	14 L	0.646%	1,363
115	11 A	0.642%	1,355	161	14 M	0.432%	912
116	11 B	0.218%	460	162	15 A	0.642%	1,355
117	11 C	0.595%	1,256	163	15 B	0.218%	460
118	11 D	0.564%	1,189	164	15 C	0.595%	1,256
119	11 E	0.817%	1,723	165	15 D	0.564%	1,189
120	11 F	0.447%	943	166	15 E	0.613%	1,294
121	11 G	0.653%	1,377	167	15 F	0.613%	1,294
122	11 H	0.164%	345	168	15 G	0.653%	1,377
123	11 J	0.913%	1,927	169	15 H	0.164%	345
124	11 K	0.554%	1,169	170	15 J	0.906%	1,912
125	11 L	0.646%	1,363	171	15 K	0.554%	1,169
126	11 M	0.432%	912	172	15 L	0.646%	1,363
127	12 A	0.642%	1,355	173	15 M	0.432%	912
128	12 B	0.218%	460				
129	12 C	0.595%	1,256				
130	12 D	0.564%	1,189				
131	12 E	0.613%	1,294				
132	12 F	0.613%	1,294				
				Total Square Feet 210,948			

**Cambridge Condominiums
Council of Owners**

Schedule 1 - Vote for Approval of Amendment to Declaration 12/3/2010

<u>Unit #</u>	<u>Yes Votes</u>	<u>Unit #</u>	<u>Yes Votes</u>
1 1 A	6	44 5 D	
2 1 B	2	45 5 E	
3 1 C	2	46 5 F	1
4 1 D	1	47 5 G	
5 2 A	1	48 5 H	
6 2 B	1	49 5 J	
7 2 C	1	50 5 K	1
8 2 D		51 5 L	1
9 2 E		52 5 M	
10 2 F	1	53 6 A	1
11 2 G		54 6 B	1
12 2 H		55 6 C	1
13 2 J		56 6 D	1
14 2 K	1	57 6 E	1
15 2 L		58 6 F	1
16 2 M	1	59 6 G	1
17 3 A	1	60 6 H	1
18 3 B	1	61 6 J	1
19 3 C		62 6 K	1
20 3 D		63 6 L	1
21 3 E	1	64 6 M	1
22 3 F		65 7 A	
23 3 G	1	66 7 B	
24 3 H	1	67 7 C	
25 3 J	1	68 7 D	1
26 3 K		69 7 E	1
27 3 L	1	70 7 F	1
28 3 M	1	71 7 G	1
29 4 A		72 7 H	1
30 4 B		73 7 J	1
31 4 C	1	74 7 K	1
32 4 D	1	75 7 L	
33 4 E		76 7 M	
34 4 F	1	77 8 A	1
35 4 G	1	78 8 B	
36 4 H	1	79 8 C	1
37 4 J		80 8 D	1
38 4 K	1	81 8 E	1
39 4 L		82 8 F	1
40 4 M		83 8 G	
41 5 A	1	84 8 H	1
42 5 B		85 8 J	1
43 5 C			
subtotal	32		29

Schedule 1 - Vote for Approval of Amendment to Declaration 12/3/2010
Page 1

<u>Unit #</u>	<u>Yes Votes</u>	<u>Unit #</u>	<u>Yes Votes</u>		
86	8 K	1	129	12 F	1
87	8 L		130	12 G	1
88	8 M	1	131	12 H	
89	9 A	1	132	12 J	
90	9 BC		133	12 K	1
91	9 D	1	134	12 L	1
92	9 E	1	135	12 M	
93	9 F		136	13 A	1
94	9 G	1	137	13 B	1
95	9 H	1	138	13 C	1
96	9 J	1	139	13 D	1
97	9 K	1	140	13 E	1
98	9 L		141	13 F	1
99	9 M	1	142	13 G	
100	10 A	1	143	13 H	
101	10 B	1	144	13 J	
102	10 C	1	145	13 K	
103	10 D	1	146	13 L	1
104	10 E	1	147	13 M	
105	10 F		148	14 AB	1
106	10 G	1	149	14 C	1
107	10 H	1	150	14 D	1
108	10 J	1	151	14 E	1
109	10 K		152	14 F	1
110	10 L		153	14 G	1
111	10 M	1	154	14 H	1
112	11 A	1	155	14 J	
113	11 B	1	156	14 K	1
114	11 C	1	157	14 L	1
115	11 D	1	158	14 M	1
116	11 E	1	159	15 A	1
117	11 F	1	160	15 B	1
118	11 G	1	161	15 C	1
119	11 H	1	162	15 D	1
120	11 J	1	163	15 E	
121	11 K	1	164	15 F	1
122	11 L	1	165	15 G	1
123	11 M	1	166	15 H	
124	12 A	1	167	15 J	
125	12 B	1	168	15 K	
126	12 C		169	15 L	1
127	12 D	1	170	15 M	1
128	12 E	1			
subtotal:	35				29
			Total yes votes		125
			final 12/03/10		