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CORRECTION DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR AMITY CONDO BUILDING, A CONDOMINIUM

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR AMITY CONDO BUILDING, A CONDOMINIUM

RECITAL

This is a Declaration of Covenants, Conditions and Restrictions for AMITY CONDO BUILDING, a Condominium. The property initially subject to this Declaration is described in Exhibit A. The property consists of four (4) condominium units, and no more, and various common area improvements, all of which are built, or are to be built. The undersigned Declarant is the owner of the property at the time of recordation of this Declaration. The property is locally known as the "AMITY CONDO BUILDING".

The Declaration establishes a plan for individual ownership in fee simple of each condominium unit and an undivided interest in the common area and common facilities. Each owner shall have exclusive ownership of, possessory interest in, and responsibility for the area or space contained within such owner's condominium unit, subject to the covenants, conditions, and restrictions contained in the Declaration.

The Declaration and the property subject to it shall be governed by the Texas Uniform Condominium Act, Chapter 82, Texas Property Code ("TUCA"). The terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations in this Declaration shall be deemed to run with the land and shall be binding upon any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors administrators, devisees, and assigns.

ARTICLE I. Definitions and Terms

Definitions of terms are contained in Schedule 1.0 hereto.

ARTICLE II. Condominium Unit Designations and Descriptions.

2.1 Recordation of Plat. A reduced copy of the Map is in Exhibit B. The large original Map is contained in the Association's records and is recorded in the Official Plat Records of Brazos County, Texas. The Map contains:

(a) Land Description. The Map contains the legal description of the surface of the land described in Exhibit A.

(b) The Improvement Locations. The Map contains the linear measurements and location, with reference to the exterior boundaries of said land, of the Buildings and all other improvements constructed, or to be constructed, on said land. The Map contains the footprint of the Units and Buildings constructed, by the Declarant, showing the exterior boundaries and number of the Units, and any other data necessary for the identification of them,

2.2 Designation of Units. The Project consists of four (4) separately designated Units that have been built. Each Unit is identified by a number on the Map and as follows:

- Unit 1: 100 N. Parker Ave, Suite 114
Unit 2: 100 N. Parker Ave, Suite 112
Unit 3: 302 West 26th Street
Unit 4: 300 West 26th Street

Limited Common Elements. [INTENTIONALLY DELETED]

2.4 Regulation of Common Areas. [INTENTIONALLY DELETED]

2.5 Inseparable Units. [INTENTIONALLY DELETED]

2.6 Descriptions. [INTENTIONALLY DELETED]

2.7 Encroachments. [INTENTIONALLY DELETED]

2.8 Taxes. [INTENTIONALLY DELETED]

2.9 Reservation of Special Declarant Rights. [INTENTIONALLY DELETED]

ARTICLE III. Rights and Obligations of Ownership.

3.1 **Ownership.** A Unit will be a fee simple estate and may be held and owned by any person, firm, corporation, or other entity singularly, as joint tenants, as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Texas. Each Owner shall have an unrestricted right of ingress and egress to the Owner's Unit, subject to reasonable routes of such vehicular and pedestrian access.

3.2 **No Partition.** [INTENTIONALLY DELETED]

3.3 **Rights of Ownership.** Each Owner (including unsold Units owned by Declarant) shall be entitled to exclusive ownership and possession of the Unit owned by such Owner.

3.4 **Use and Occupancy Restrictions.** Subject to restrictions in **Schedule 3.4:**

(a) **Non-Residential Purposes.** Subject to the other provisions of this Declaration, no part of the Project may be used for residential purposes as defined in TUCA without the approval of the Association.

(b) **Common Elements.** [INTENTIONALLY DELETED]

3.5 **Mechanic's and Materialman's Liens.** [INTENTIONALLY DELETED]

3.6 **Right of Entry.** In addition to the rights of access granted in §82.066 and §82.107 (d) of TUCA, an easement is hereby created over, through and across the Regime in favor of the Association for the purpose of providing access to each Unit and to abate any nuisance or any dangerous or unauthorized activity or condition being conducted or maintained within the Regime, to remedy any prohibited or unlawful activity which affects the welfare or health of other Owners, to enforce the provisions of this Declaration, the Bylaws or the Rules and Regulations. Declarant and the Association reserve the right, without the necessity or the joinder of any Owner or other person to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for utility purposes (including without limitation, gas, water, electricity, telephone, data transmission, HVAC) in favor of any Owner or other person.

3.7 **Owner Maintenance.** An Owner shall maintain and keep in repair the Building and the improvements. All fixtures and equipment, including, without limitation, the heating and air conditioning system and water heater, installed for the Unit, shall be maintained and kept in repair by the Owner

thereof. Without limitation on the generality of the foregoing, an Owner shall maintain and keep in good repair (and replace, if so required) the security system, the air conditioning compressor, fans, ductwork, heating unit and cooling coils, utilized in and for its Unit, as well as other fixtures appurtenant to such Unit.

An Owner shall be obligated to repair and replace promptly any broken or cracked windows, doors, or glass forming a boundary of such Unit, subject to the Association's right to control the exterior finish and color of the doors. Notwithstanding anything to the contrary contained in this Section, an Owner when exercising its right and responsibility of repair, maintenance, replacement, or remodeling shall not alter in any manner whatsoever, the exterior appearance of its Condominium Unit without obtaining the prior approval of the Architectural Control Committee.

All Buildings upon the Property shall at all times be kept and maintained in neat, clean and orderly condition and repair and adequately painted or otherwise maintained by the Owner of such Building thereof consistent with the standards applicable to first-class office buildings within the trade area the Condominium is located.

Notwithstanding anything herein to the contrary, all exterior signs, including but not limited to those attached to any Building, on the Property must be approved in advance in writing by the Board.

No rubbish or debris of any kind shall be placed or permitted to accumulate on or around the Property, each Unit or any Building on the Property and no obnoxious odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the other Owners or any other adjacent property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. If rubbish or debris accumulates on or around a Building or Unit in violation of this provision, it is the sole obligation of the Unit Owner upon which such rubbish or debris is located to remove it immediately upon notice from the another Owner.

On a failure by one Owner to perform, fulfill or observe any agreement herein to be performed, fulfilled or observed by such Owner (the Defaulting Party), continuing for thirty (30) days after written notice thereof to the Defaulting Party from another Owner (the Nondefaulting Party) (but if the cure is of a nature such that it cannot reasonably be cured within thirty (30) days, then the Defaulting Party will not be in default so long as it promptly commences the cure and cures within a reasonable period of time, not to exceed ninety (90) days after written notice thereof), the Nondefaulting Party shall be entitled to (a) take all necessary actions to cure the default; and (b) recover from the Defaulting Party the reasonable costs and expenses incurred in curing the default, plus interest thereon at the highest lawful rate from the date incurred plus a oversight fee equal to ten percent (10%) of the costs and expenses incurred in curing such default, which sum shall be due and payable by the Defaulting Party to the Nondefaulting Party within ten (10) days after receipt of notice from the Nondefaulting Party of the incurrence of those expenses. If the Defaulting Party fails to make payment within the ten (10)-day period then the Nondefaulting Party shall also be entitled to recover from the Defaulting Party its reasonable attorneys fees. All sums owed by the Defaulting Party shall be secured by a lien against the Defaulting Party's Property. That lien shall, however, be subordinate and inferior to all deeds of trust or mortgages heretofore or hereafter placed against that Property for the purpose of financing or refinancing improvements thereon or to secure the purchase price thereof and to any and all leases of premises, easements or restrictions now in existence or hereafter created before the date the sums become due.

3.8 Approval for Construction, Alteration, or Modification. No Owner shall construct a condominium Unit without the prior written approval of the plans therefor by the Architectural Control Committee. No Owner shall construct, alter, modify, add to, or otherwise perform any work whatsoever in a Unit, Limited or General, without the prior written approval of the plans therefor by the Architectural Control Committee. Owners shall follow and comply with the Architectural Guidelines as adopted by the Architectural Control Committee or Declarant. The initial Architectural Guidelines are attached hereto as Exhibit J.

Any proposed construction, alteration, or modification shall be in harmony with the external design and location of the surrounding structures and topography, and shall not be considered until submission to the Architectural Control Committee of complete plans and specifications showing the nature, kind, shape, size, materials, color, location, and any other information requested by the Architectural Control Committee for all proposed work. The Architectural Control Committee shall have the obligation to answer in writing within 30 days after receipt of notice of the proposed construction, alteration, or modification. Failure to so answer in writing within the stipulated time shall be deemed approval of the proposed construction, alteration, or modification.

During the Declarant Control Period, Declarant or the Architectural Control Committee, at Declarant's election, shall have the sole right to approve or reject any plans and specifications submitted by a Unit Owner for approval.

An Owner shall do no act nor any work that will impair the structural soundness or integrity of the Units or Buildings, or impair any easement or appurtenance.

3.9 Liability for Negligent Acts. If the need for maintenance or repair to any portion of the Project is caused through the willful or negligent act of an Owner, its tenants or invitees and is not covered or paid for by insurance either on such Owner's Unit, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject, pursuant to **Article IV.**

3.10 Subject to Declaration and Bylaws. The Owner of each Unit (including unsold Units owned by Declarant) and the Association shall comply strictly with the provisions of this Declaration, the Bylaws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover damages or for injunctive relief, both, maintainable by the Association on behalf of the Owners or, in proper cause, by an aggrieved Owner against another Owner or against the Association, including the right to judicially contest the decisions of the Board or the Association.

3.11 INDEMNITY. Unit Owners and the Association indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, officer, committee member, employee, servant or agent of the Association, the Architectural Control Committee, other Committee appointed by the Board, or the Board, against all claims and liabilities, including such person's negligence, in whole or in part, or strict liability and expenses including attorney's fees reasonably incurred by such person in connection with such action, suit or proceeding, if it is found and determined by the Board or a court that such person (a) acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association, or (b) with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that such person did not act in good faith or in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Association, the Architectural Control Committee, or the Board, against any liability asserted against such person or incurred by such person in any such capacity, or arising out of such person's status as such.

ARTICLE IV. Management and Administration.

Authority to Manage; Association Duty to Maintain. Except as otherwise provided in the Declaration, the affairs of the Project shall be managed and administered by the Association. The

Association shall have all rights, powers and duties of, and shall constitute and be, the "Association," as that term is used in TUCA. The Association shall have the right, power, and obligation to provide for the maintenance, repair, replacement, and administration of the Project, to the degree and in the manner as provided in this Declaration, the Bylaws, and the Rules and Regulations of the Association. However, the Association shall not be responsible for owner maintenance obligations outlined in **Section 3.7**. The business and affairs of the Association shall be managed by the Board, and the Association may enter into a management agreement upon the terms and conditions approved by the Board.

4.2 Board of Directors.

(a) **Composition of Board.** The Board shall consist of at least three (3) persons. The election of Directors and determination of the number of directors shall be conducted at the annual meeting of members except as provided in Section 4.2(d). Each member shall be entitled to cast his total number of votes, as calculated in the manner provided in Section 4.5(b) of this Declaration. No member shall cast for any one candidate more than the total number of votes that member has. The candidates receiving the highest number of votes up to the number of Vacancies shall be deemed elected. All votes shall be cast by written ballot. Members shall not vote cumulatively for the election of Directors.

(b) **Voting by Board Members.** 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 the Directors present at a meeting at which there is a quorum shall be the act of the Board. A meeting of the Board shall be held each year promptly after the annual meeting of the members, at the place of such annual meeting of members, 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 shall be held at such times and places as the Board shall determine.

(c) **Length of Term.** The members of the Board shall serve for a term of one year commencing at the time of their election, or until their death, resignation, removal, or until they are no longer members of the Association, whichever is earlier. Except for Directors appointed by Declarant pursuant to the rights of Declarant during the Declarant Control Period, any member of the Board may be removed from membership on the Board, with or without cause, by a Majority of Unit Owners at a quorum meeting of the Owners called to consider such actions at an annual meeting of the Members.

(d) **Declarant Control Period.** Notwithstanding **Section 4.2(a) and (c)** preceding and **Section 4.5**, the Declarant shall have the sole and absolute right to appoint all the members of the Board until all units are sold to a person other than Declarant. The foregoing right of the Declarant shall not be affected by any transfer of Special Declarant Rights created or reserved herein. After the expiration of the Declarant's Control Period, the Unit Owners shall elect the Board, which members, within 31 days thereafter, shall elect the officers of the Association.

4.3 Certificate of Formation of Incorporation and Bylaws. The administration of this Condominium Project shall be governed by this Declaration, the Certificate of Formation of the Association, and the Bylaws of the Association, and the resolutions of and rules and regulations adopted by the Board. The initial Certificate of Formation of the Association and initial Bylaws of the Association are contained in Exhibit D and Exhibit E, respectively. Each of the foregoing documents may be amended or changed only in accordance with the amendment procedures contained in the respective documents. An Owner of a Unit, upon becoming an Owner, shall be a member of the Association and shall remain a member for the period of its ownership.

4.4 Administration and Enforcement of Declaration, Bylaws and Rules. The Association or any Owner may utilize any of the rights and remedies set forth below, for the enforcement of all restrictions, conditions, covenants, reservations, liens, bylaws, rules, charges, and liabilities imposed by the provisions of this Declaration, the Certificate of Formation, the Bylaws, or Rules. Failure of the Association or any Owner to enforce shall not be deemed a waiver of the right to do so thereafter.

(a) **Rules and Regulations.** The Board may adopt Rules and Regulations (which may be referred to as "Community Policies") for governing the use and maintenance of the property and obtaining compliance by Owners and their contractors, invitees and tenants with the Declaration and with Association bylaws, and Rules and Regulations, provided that same are not prohibited by this Declaration or Texas law. The Rules and Regulations may address any subject relating to uses of Units, Common Areas, construction, repairs, parking, unsightly objects, relationships between Owners, invitees, tenants and the Association, enforcement, and other subjects reasonably affecting the Project. The rules must be consistent with and not in conflict with this Declaration. The initial Rules and Regulations are attached as **Exhibit H.**

(b) **Late Charges.** The Board may adopt late charges, from time to time, for late payment by the Owners of monies owed to the Association.

(c) **Returned Check Charges.** The Board may assess returned check charges against an Owner, as set by the Board from time to time, for each returned check, plus late charges, until acceptable payment is received.

(d) **Nonassessment Items First.** All monies received from an Owner may be applied first to nonassessment obligations of the Owner, such as fines, late charges, returned check charges, user fees, damages, etc., regardless of notations on checks and transmittal letters.

(e) **Suspension of Voting Rights and Use Rights.** The right to vote and the right to use Common Areas of any Owner who is more than 30 days delinquent on any sum owed to the Association may be suspended by the Board.

(f) **Fines.** The Board or the Association's manager may assess fines against an Owner for violations by the Owner or its invitees, contractors, or tenants of standards of conduct contained in the Declaration and the Association rules. Fines may also be assessed for violation of suspended common facility use rights. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owners. There must be notice of the alleged infraction and fine to the Owner no later than 45 days from the alleged infraction.

(g) **Remedies Against Tenants.** The Board shall have authority to evict tenants of Owners, after reasonable notice, for substantial or repeated violations of Association Rules. The Board shall have authority to enforce all Rules against the Owner's tenants, including collection of fines for violations of the Declaration or Bylaws by the tenants.

(h) **Tenants May Pay.** If an Owner is delinquent in the payment of any sum due the Association for a period of 30 days or more, any tenant of the Owner occupying the Unit may pay any sums due to the Association by the Owner in order to avoid suspension of Common Area use rights; and the Tenant may deduct same from rent due to the Owner. The Association may enter into indemnity agreements to protect tenants who pay money to the Association under authority of this Section.

(i) **Leasing.** The Board may adopt reasonable requirements for leasing a Unit. For example, the Board may require (1) that tenant names, work phones, home phones, and emergency contact persons be registered with the Board or the Association's management company, or (2) that a particular lease form be used, provided that members are free to modify or amend such lease form as they deem proper.

The management company managing the Association does not have authority to act for the Association in leasing or managing individual units. A Unit Owner may contract with the same management company which manages the Association to lease or manage a Unit owned by the Owner. Additionally, in such case the Unit Owner shall inform the tenant that in leasing or managing the Owner's Unit, the management company is not acting on behalf of the Association.

Interest. All sums due the Association by Owners shall bear interest from due date at the highest lawful rate, compounded annually.

(k) **Fees for Special Services.** Fees chargeable to Owners for special services (such as furnishing resale certificates, eligibility certificates, copies of declarations, copies of information sent to mortgagees, copies of accounting records, etc.) shall be set by the Board from time to time.

(l) **Parking Limitations.** Vehicle owners shall reimburse the Association for any costs incurred in towing vehicles illegally parked provided notice required in applicable statutes is complied with in accordance with applicable statutes regarding illegal parking. Owners shall be responsible for parking violations of their tenants.

(m) **Publication of Delinquencies.** The Board may disclose and publish to Association members and mortgagees the financial condition of the Association, including a list of names and amounts of any delinquencies. The Board may notify mortgage lenders and tenants of delinquent monies owed by such Owners to the Association. Mortgage lenders may notify the Board of any delinquencies in the payment of mortgages.

(n) **Name and Addresses of New Owners.** An Owner may not sell or convey its Unit without all monies due and owing to the Association being paid in full; and if such Owner does sell, convey, or transfer its Unit without paying such monies, such selling Owner shall remain liable for all monies accruing to the Association thereafter on such Unit until such monies are paid in full. If an Owner sells or transfers ownership of its Unit and fails to notify the Association of the sale, the selling Owner shall continue to be liable for the assessments accruing on the Unit after the sale or transfer until such time as the selling or transferring Owner notifies the Association in writing of the name and address of the new Owner. The new Owner shall also be liable from the date of such new Owner's acquisition of title. The selling or transferring Owner shall have a right of indemnity against the new Owner for recovery of any such sums paid by the selling or transferring Owner under this Section.

(o) **Change of Addresses.** Owners shall keep the Association timely informed of their current addresses and any change of addresses.

(p) **Name and Addresses of Tenants.** Owners shall notify the Association of current names and addresses of tenants of their respective Units.

(q) **Lien of the Association.** The Association shall have a lien on an Owner's Unit, including any rentals and insurance proceeds relating to the Unit, to secure payment of all monies owed by the Owner to the Association. The lien and foreclosure of the lien is addressed further in Section.

(r) **Venue and Lawsuit Authority.** All obligations of owners, tenants, and the Association arising under this Declaration, the Bylaws, or Rules shall be performed in Brazos County, Texas, and venue for any lawsuits relating thereto shall be in Brazos County, Texas. The Association shall have the right to file and defend a suit (including injunctions) and recover on behalf of the Owners in any cause of action based on damages to the Common Areas or based on liabilities of Owners and their invitees, contractors, tenants, or third parties accruing to Owners and/or the Association.

(s) **Attorney's Fees.** If delinquent accounts or other violations are turned over to the Association's attorney, the Owner shall be liable for all attorney's fees incurred by the Association in collections, filing liens, foreclosing liens, releasing liens, prosecuting lawsuits, and/or otherwise enforcing the Declaration, Bylaws, and Rules and Regulations.

(t) **Association Entry.** The Association shall have the right to enter an Owner's Unit for purposes of (1) prevention of damage to the other units, (2) enforcement of the Declaration, and (3) protection of property rights and quiet enjoyment of other Owners. The Association may require Owners to furnish the Association with entry keys to their Units for such purposes.

(u) **Notices to Multiple Owners, Tenants, and Mortgagees.** Notice to or from one of multiple Owners or tenants of a Unit shall be deemed as notice to or from all Owners or tenants of that Unit. If Owner is more than 60 days delinquent, the Association may send to the Owner's tenant a copy of any Association notices or communications with the Owner. The Association shall give such notice upon written request of a first lien mortgage or insurer.

(v) **Assignment of Revenues.** The Association shall have the power to convey a security interest in its revenues to a lender for purposes of obtaining loans necessary for the operation and/or improvement of the Project. No such security interest may be given without being approved by a vote of the Board.

(w) **Other Powers.** The Association shall have all other powers necessary and proper for the government and operation of the Association, including but not limited to those powers contained in the Texas Uniform Condominium Act.

4.5 Membership and Voting.

(a) **Membership.** Membership in the Association shall be appurtenant to the legal fee title to the Condominium Units of the Project, and upon the transfer of title to a Condominium Unit of the Project, the membership appurtenant thereto shall be deemed to be transferred to the grantee of such Condominium Unit upon recordation of the deed or other conveyance thereof in the Official Records of Brazos County, Texas.

No membership in the Association may be conveyed or transferred in any other manner. When the title to a Condominium Unit in the Project is owned by more than one person, firm, corporation, or other entity, the membership in the corporation appurtenant to such Condominium Unit shall be owned in the same manner and to the same extent as the Condominium Unit, with all the Owners of such Condominium Unit being collectively the member in the Association.

(b) **Voting.** Ownership of each Condominium Unit in the Project by a member entitles the Owner or Owners (collectively), including Declarant, thereof to one vote per Condominium Unit.

If a Condominium Unit is owned by more than one person, the Owners who own fractional interests in such Condominium Unit aggregating more than 50% of the whole ownership thereof shall appoint one member who shall be entitled to exercise the votes pertaining to that Condominium Unit at any meeting of the members of the Association. 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 of Directors or upon the death or judicially declared incompetence of any one of the Owners of such Condominium Unit.

If a Condominium Unit is owned by more than one member claiming to be entitled to exercise the voting right attributable to that Condominium Unit, then none of such members shall be allowed to exercise the voting rights attributable to such Condominium Unit unless such members concur upon the manner in which such votes will be cast. Failure of such Owners to concur shall result in that Condominium Unit being excluded in all respects in determining whether a requisite number of votes has been cast with respect to the matter upon which such vote is being taken. All members of the Association may be present at any meeting of the members and may act at such meetings in person or by proxy (whether physically present or not). If at any time the Association shall hold legal title to one or more Condominium Units, the voting rights to which the Owner thereof otherwise would be entitled shall be exercised as directed by majority vote of the Owners in attendance at the meeting, in person or by proxy.

4.6 Insurance.

(a) **Property Insurance.** The Association shall obtain insurance for the Regime as required by § 82.111 of TUCA. The Association may also obtain and maintain at all times insurance on the Project of the type and kind required by this Declaration, including such other risks, of a similar or dissimilar nature, as are or shall customarily be covered with respect to condominium projects, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in blanket policy form naming the Association, the Owners and all mortgagees of Units (of whose lien interest the Association receives written notice) as the insured's. In addition, each policy shall identify the interest of Unit Owners and shall provide for a standard, noncontributory mortgage clause in favor of each First Lien Mortgagee. Flood insurance is not necessary because none of the Units or improvements are in a Special Flood Hazard Area on the 100-year flood plain according to FEMA maps.

The Association may elect to obtain and maintain insurance covering the Units and Unit Owners. Each Owner irrevocably designates the Association, as attorney in fact, to administer and distribute property insurance proceeds applicable to the Owner's Unit, whether or not the property insurance is obtained or maintained by the Association or the Unit Owner. Such insurance policy shall also provide that it cannot be canceled or substantially modified by either the insured or the insurance company until after 10 days prior written notice to each First Lien Mortgagee. The Board of Directors shall, upon request of any First Lien Mortgagee, furnish a certified copy of each blanket policy and a separate certificate identifying the interest of the Mortgagor.

All policies of insurance shall provide that the insurance there under shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under such policy, as to the interests of all other insured Owners not guilty of any act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

The Association, in order to preserve the integrity of the Project, shall be deemed to have an "**insurable interest**" in each Unit. Any insurance obtained by the Association or a Unit Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Unit Owners, Association and their respective servants, agents or guests.

(b) **Liability Insurance.** The Association shall maintain a policy of commercial liability insurance and property damage insurance against claims for personal injury or death, or property damage suffered by the public, or any Owner or Occupant, family, agent, employee or invitee of an Owner or Occupant, occurring in, which liability and property damage insurance shall afford protection to such limits and extent as the Association deems desirable. Such liability and property damage insurance policy shall also contain a cross-liability endorsement wherein the rights of a named insured under the policy or policies shall not prejudice his, her, or their action or actions against another named insured. Such insurance policy shall also provide that it cannot be canceled or substantially modified by either the insured or the insurance company until after 10 days prior written notice to each First Lien Mortgagee, to the extent allowed by law. This liability coverage does not insure the individual Unit Owner for liability or damages arising out of the use of its individual Unit as distinguished from the remainder of the Project.

Condominium Unit Owners' Insurance. The insurance obtained pursuant to **Section 4.6(a)** does not insure the personal property of Unit Owners, and unless the Association elects to insure Buildings does not insure Units, and each such Unit Owner may, at the Owner's option and expense, obtain such other insurance as the Owner deems necessary to insure such property. In addition, the insurance obtained pursuant to **Section 4.6(a)** might not insure the Units or any fixtures,

installations or additions composing a part of the Buildings. An Owner of a Unit may obtain at its cost and expense such additional insurance as may be necessary to insure its Unit and the fixtures and improvements therein.

Accounting; Audit; Inspection of Records. The Board shall keep or cause to be kept books of detailed account of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and repair any expenses incurred by or on behalf of the Project or the Association. Both the books of accounts and all vouchers supporting the entries made therein shall be available for examination at the office of the Association by all Owners at convenient hours on working days and the Board 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 principles, consistently applied, and shall be audited at least once a year by an outside auditor selected by the Board unless directed otherwise by the Association at the annual membership meeting. The fiscal year of the Association shall be the calendar year unless another period is established by resolution of the Board.

At all times, the Association shall have and maintain current copies of the Declaration, Certificate of Formation, bylaws, and Association rules, along with books, records, and financial statements, available for inspection by Unit Owners or by holders, insurers, or guarantors of first mortgages that are secured by units in the project, during normal business hours.

The Association shall make an audited statement for the preceding fiscal year available to the holder, insurer, or guarantor of any first mortgage that is secured by a unit in the project on submission of a written request for it. The audited financial statement shall be available within 120 days of the Association's fiscal year-end.

4.8 Architectural Control Committee. The Board or a Committee appointed by the Board shall serve as the Architectural Control Committee for the Association, approving or disapproving construction, alteration, and modifications pursuant to **Section 3.8**. The Board can dissolve the committee it has appointed and substitute itself as the Architectural Control Committee. The Board can override, supersede or amend any decision made by the Architectural Control Committee it has appointed. The Architectural Control Committee may from time to time designate Advisory Members. The Architectural Control Committee shall consist of three members, each of whom are Directors of the Association. The Initial Members of the Architectural Control Committee shall be:

John Caleb Venable, SR.

Lawrence F. Guseman, III

(a) **Action by Architectural Committee.** Items presented to the Architectural Control Committee shall be decided by a majority vote of its members. The Architectural Control Committee may hire consultants, including engineers and architects, and contractors to assist it in its duties hereunder. The Architectural Control Committee may establish reasonable fees and charges payable by Owners to the Association seeking approvals or variances from the Architectural Control Committee, including requiring reimbursement for all reasonable costs incurred in reviewing and processing such requests.

(b) **Term.** Each member of the Architectural Control Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, or if the Board is acting as the Architectural Control Committee, for such term as the member is a Director. In the event of death or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to act until a replacement member has been designated.

(c) **Adoption of Rules and Guidelines.** The Architectural Control Committee may adopt such procedural and substantive rules and guidelines ("**Architectural Guidelines**"), not in conflict

with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to, a building code, a fire code, and other similar codes as it may deem necessary and desirable. Each Owner shall comply with said rules and guidelines as the same may be amended from time to time. Absent a material change in circumstances or if an alteration or reconstruction of a previously approved improvement is being undertaken, once plans and specifications are approved by the Architectural Control Committee for a particular construction project, the Owner who has received such approval is not required to obtain a further approval for such construction if the rules and guidelines change subsequent to the original approval ("**grandfathered improvements**").

(d) **Review of Proposed Construction.** Whenever in this Declaration the approval of the Architectural Control Committee is required, it shall have the right to consider all of the plans and specifications for the improvement or proposal in question and all other facts which are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any improvement on the Property or any portion thereof, 1 complete set of the final plans and specifications therefore shall be submitted to the Architectural Control Committee, and construction thereof may not commence unless and until the Architectural Control Committee has approved such plans and specifications in writing. The Architectural Control Committee shall consider and act upon any and all plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans and specifications approved by the Architectural Control Committee. The Architectural Control Committee may review plans and specifications submitted for its review and such other information as it deems proper. Until receipt by the Architectural Control Committee of any information or documents deemed necessary by the Architectural Control Committee, it may postpone review of any plans and specifications submitted for approval. No improvement shall be allowed on any Building Site which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes, and materials and similar features as to be incompatible with development within the Property and the surrounding area. The Architectural Control Committee shall have the authority to disapprove any proposed improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Control Committee shall be final and binding so long as it is made in good faith. The Architectural Control Committee shall not be responsible for reviewing any proposed improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes. The Architectural Control Committee is authorized to request the submission of samples of proposed construction materials. At the option of the Architectural Control Committee, one complete set of the plans and specifications will be retained by the Architectural Control Committee, and one complete set of plans and specifications will be marked "Approved" and returned to the Owner or its designated representative. If found not to be in compliance with the rules and guidelines or this Declaration, the Bylaws, Rules and Regulations or resolutions adopted by the Board, one set of such plans and specifications shall be marked "Disapproved," accompanied by a reasonable statement of items found not to comply with any such matter.

Any party requesting approval of a set of plans and specifications for use with a particular Building Site shall submit a site plan showing the position of all improvements on the Project and a tree survey as a part of those plans and specifications. The party submitting such plans shall be required to point out to the Architectural Control Committee, and the Architectural Control Committee shall have the right to review and approve any material changes to or deviations from any previously approved set of plans and specifications. The Architectural Control Committee shall have the right to prevent the construction of any improvements which have, in the Architectural Control Committee's sole opinion, material changes to or deviations from any previously approved set of plans and specifications.

(e) **Actions of the Architectural Control Committee.** The Architectural Control Committee may, by written resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Control Committee. In the absence of such designation, the vote of the majority of all of the

members of the Architectural Control Committee taken without a meeting, documented in accordance with Article 13.09.10A of the Texas Non-Profit Corporation Act, shall constitute an act of the Architectural Control Committee. Notwithstanding anything to the contrary, in the event the Architectural Control Committee fails to respond to a request for approval of plans and specifications within 45 days of receipt of all required information, the Architectural Control Committee shall be deemed to have approved such plans and specifications. The Architectural Control Committee shall have the authority to require any Owner or Owner's agents or contractors to cease and desist in constructing or altering any improvements, where such actions have not first been reviewed and approved or otherwise constitute a violation of the Restrictions. The violating Owner shall remove such violating improvements or site work at its sole expense and without delay, returning same to its original condition or bring the property into compliance with the Restrictions and any plans and specifications approved by the Architectural Control Committee. If an Owner proceeds with construction that is not approved by the Architectural Control Committee, or that is a variance of the approved plans and specifications, the Association may assess reasonable fines and may continue to assess such fines until Architectural Control Committee approval is granted or the violation is removed.

(f) **No Waiver of Future Approvals.** The approval or consent of the Architectural Control Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Control Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

(g) **Variations.** The Architectural Control Committee may grant variations when, in the opinion of the Architectural Control Committee, in its sole and absolute discretion, such variance will not impair or detract from the quality of the development of the Property, and such variance is justified due to unusual aesthetic considerations or unusual circumstances. All variations must be evidenced by a written instrument, in recordable form, and must be signed by at least two of the voting members of the Architectural Control Committee. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Building Site for any purpose except as to the particular property and in a particular instance covered by the variance, and such variance shall not be considered to establish a precedent for future waiver, modification or amendment of the terms and provisions hereof.

(h) **No Implied Waiver or Estoppel.** No action or failure to act by the Architectural Control Committee or by the Board shall constitute a waiver or estoppel with respect to future action by the Architectural Control Committee or Board of Directors with respect to the construction of any improvements within the Regime. Specifically, the approval by the Architectural Control Committee or the Board of any such construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar construction or any similar proposals, plans, specifications, or other materials submitted with respect to any other construction by such person or other Owner.

(i) **Non-liability.** Neither the Architectural Control Committee nor any member thereof, nor the Board, nor any member thereof, shall be liable to the Association or to any Owner or to any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Control Committee's or the Board's respective duties under this Declaration, unless due to the willful misconduct or bad faith of such person. Neither the Architectural Control Committee nor any member thereof shall be liable to any Owner due to the construction of any improvement within the Project.

(j) **Work in Progress.** The Architectural Control Committee, at its option, may inspect all work in progress to insure compliance with approved plans and specifications.

Certificate of Compliance. Upon completion of any improvement approved by the Architectural Control Committee and upon written request by the Owner of the Unit, the Architectural Control Committee or the Board acting through one of its officers may issue a compliance certificate ("**Compliance Certificate**") in a form suitable for recordation. The Compliance Certificate may identify the Unit and the improvements, the use or uses to be conducted thereon, and the plans and specifications on file with the Architectural Control Committee pursuant to which the improvements were made and shall specify that the improvements comply with the approved plans and specifications. The Compliance Certificate shall not be construed to certify the acceptability, sufficiency, or approval by the Architectural Control Committee or the Association of the actual construction of the improvements or the workmanship or materials thereof. The Owner is hereby notified that the Compliance Certificate in no way warrants, except as set forth above, the sufficiency, acceptability, or approval by the Architectural Control Committee of the construction, workmanship, materials, or equipment of the improvements. Preparation and recordation of such a Compliance Certificate shall be at the expense of the Owner of the improved Unit. The Architectural Control Committee, and its agents and employees, shall not be responsible for inspecting any proposed improvement, nor shall its approval of any plans or specifications be deemed approval of any improvement as to structural safety, engineering soundness or conformance with any building or other codes, regardless of the hiring by the Architectural Control Committee of any consultants to assist it in its duties hereunder.

4.9 Security Policies. Neither Declarant nor the Association promises, warrants, or guaranties the safety or security of Owners, occupants, tenants, invitees, guests, or their agents or contractors or their personal property against the criminal actions of others. Each Owner and other person in the Project has the responsibility to protect himself or herself and to maintain insurance to protect his or her belongings. Owners and tenants should contact an insurance agent to arrange appropriate fire and theft insurance on their personal property.

No security system, patrol, access gate, or electronic security device can provide protection against crime at every location at every moment of the day or night. Even elaborate security systems are subject to mechanical malfunction, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Therefore, Owners and all other persons in the Project should not rely on such systems and should always protect themselves and their property as if no security systems exist. Owners and all other persons in the Project should make no other assumptions regarding security.

If security systems, security devices, access gates, or walk-through/drive-through services are utilized in the Project, no representation is made by Declarant or the Association that such systems, devices, or services will prevent injury, theft or vandalism. Any companies or individuals walking or driving in the community on behalf of Owner may not carry weapons and have no greater authority under the law to restrain or arrest criminals or to prevent crime than the ordinary citizen. Neither Declarant nor the Association promises, warrants, or guaranties that any such systems, devices, or services do in fact discourage or prevent breaches of security intrusions, thefts, or incidents of violent crime. Declarant and the Association reserve the right to reduce, modify or eliminate any security system, security devices, or services at any time; and such action shall not be a breach of any obligation or warranty on the part of Declarant or the Association.

If controlled access gates or intrusion alarms are provided, Owners will be furnished written operating instructions and it is the responsibility of Owners and their tenants to read them and bring any questions to the attention of the Association or its management company. Further, it is the responsibility of Owners and their tenants to promptly notify the Association in writing of any known problem, defect, malfunction or failure of door locks, window latches, lighting, controlled-access gates, intrusion alarms, and other security-related devices in the Common Area. Each owner and tenant must report to the Association any crime that he or she is aware of and that occurs in the Owner's Unit or in Common Areas near the Owner's Unit. If an Owner's Unit is equipped with an intrusion alarm, the Owner is responsible

for all fines and other charges resulting from or attributable to the alarm, including false-alarm charges, even if caused by the Owner's tenant, invitees, or contractors. The Association has the right to enter a Unit for purposes of cutting off a security system in which the intrusion alarm is disturbing other Owners or their tenants.

Protecting Owners, their tenants, and invitees from crime is the sole responsibility of the respective Owners and law enforcement agencies. Owners, tenants, and other occupants should promptly report to the Association or the Association's management company in writing any Common Area locks, latches, lighting, overgrown shrubbery, fences, gates, intrusion alarm, and other security-related devices that they believe are in need of repair or improvement.

Declarant and the Association expressly disclaim any duties of security.

ARTICLE V. Maintenance Assessments.

5.1 Assessments for Common Expenses.

(a) **Periodic Billing.** All Owners shall be obligated to pay the estimated Common Assessments imposed by the Association to meet the Common Expenses. The obligation to pay Assessments hereunder is part of the purchase price of each Unit when sold to an Owner. An express lien on each Unit is hereby granted and conveyed by Declarant to the Association to secure the payment thereof in each such instance, each such lien to be superior and paramount to any homestead or other exemption provided by law. Common Assessments for the estimated Common Expenses shall be due monthly in advance on or before the first day of each calendar month or at such other time as may be established by the Board. By resolution of the Board, the frequency of collection of Common Assessments may be altered to another frequency. If an Owner fails to pay the Common Assessment applicable to its Condominium Unit by the 15th day after such assessment is due, the Board shall have the right to impose and assess a late charge in such amount (not to exceed any applicable usury limit) as may be established by the Board from time to time. Assessments for the respective Units shall commence on the date each Unit is sold by Declarant.

(b) **Reserve Fund.** On the date that a Unit is initially purchased from Declarant, the first Owner of such Unit shall make a contribution to the reserve fund of the Association and shall pay Common Assessments equal to 6 months' regular assessments. See also Section 7.5.

5.2 Purpose of Assessments. The Common Assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, and welfare, of the Owners of the Units, and in particular for the improvement, maintenance, operation, administration and preservation of the Project, specifically maintaining the roof, exterior brick, exterior wall paint, and exterior awnings.

5.3 Determination of Assessments. The assessments to be paid by all of the Owners, including Declarant, shall be determined by the Board of Directors based upon the cash requirements necessary to provide for the payment of all Common Expenses. Examples of expenses that will be taken into account in making this determination include, among other items, taxes, governmental assessments, common area lighting, repairs and renovation as referenced in Section 5.2, garbage collections, legal and accounting fees, insurance, management costs and fees, expenses and liabilities incurred by the Association or managing agent under or by reason of this Declaration, expenses incurred in the operation and maintenance of facilities, payment of any deficit remaining from a previous period and the creation of reserve funds. The omission or failure of the Board to fix the assessment for any period shall not be deemed a waiver, modification, or release of the Owners from the obligation to pay Common Assessments. Until the assessment is determined by the Board the monthly assessments shall be set at:

- Unit 1: \$105.00
- Unit 2: \$75.00
- Unit 3: \$120.00
- Unit 4: \$200.00

5.4 **Utilities.** Each Owner shall pay for its own utilities which are separately metered and billed to each Unit Owner by the respective utility companies. Utility expenses which are not separately metered and billed shall be part of the Common Expenses and each Unit Owner shall pay its pro rata share thereof as in the case of other Common Expenses.

5.5 **Owner Obligations for Assessments and Mid-Year Alterations of Assessments.**

(a) **Allocated Interest.** All Owners shall be personally obligated to pay the Common Assessments imposed with respect to its Unit by the Association to meet the Common Expenses. The Common Assessments shall be imposed based upon each Owner's proportionate percentage interest as reflected in Exhibit C.

(b) **Updating.** If the Board determines at any time during the calendar year that an increase or decrease in the amount of the Common Assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board may revise the amount of the Common Assessment for the remainder of such year. The new Common Assessment shall remain in effect until the new amount is established either under this **Section 5.5** or under **Section 5.6**.

5.6 **Special Assessments for Improvements.** In addition to the regular Common Assessments authorized by this Declaration, the Board of Directors may levy in any calendar year a special Common Assessment or Assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected major repair or replacement of a capital improvement. Such special assessment may be for the necessary fixtures and personal property related thereto or for the purchase of any movable or personal property for the common use of all the Owners, or for such other purpose or purposes as the Declarant or the Board of Directors may consider appropriate and for the common benefit of all of the Owners.

Such special assessment shall be imposed upon the Owners in proportion to the respective ownership interests as set out in Exhibit C.

5.7 **Commencement of Assessments.** Common Assessments shall be due on the first day of each calendar month. The Board shall fix the amount of the Common Assessments applicable to the units at least 30 days prior to January 1st of each year. The Board may change the assessments to quarterly rather than monthly.

5.8 **No Exemption.** No Owner may exempt himself from liability for its contribution towards the Common Expenses by abandonment of its Unit.

5.9 **Lien for Assessments.**

(a) **Priority.** All sums due and unpaid by a Unit Owner shall be secured by an express contractual lien (which is hereby created, granted and reserved) on such Unit and any insurance proceeds and rents relating to such Unit, which lien shall be superior and prior to all other liens and encumbrances, except only for:

(1) Taxes. Assessments, liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Unit; and

(2) **First Lien Mortgage.** All liens securing sums due or to become due under any duly recorded and valid First Lien Mortgage. Sale or transfer of any Unit pursuant to a foreclosure or a deed in lieu of foreclosure of a First Lien Mortgage shall not extinguish the Association's contractual lien on amounts becoming due and after such foreclosure. No such foreclosure shall relieve such Unit, or the Owners thereof, from liability for monies owed by the Owner to the Association.

(b) **Foreclosure.** To evidence the amounts from time to time secured by such contractual lien, the Board of Directors may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Unit and a description of the Unit. Such notice shall be signed by one of the members of the Board of Directors or the Association's attorney and may be recorded in the Office of the County Clerk of Brazos County, Texas. Such contractual liens may be enforced by the Association through judicial foreclosure or nonjudicial foreclosure on the defaulting Owner's Unit. Any such foreclosure sale is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in the Texas Property Code, or in any other manner permitted by law. Each Owner, by accepting a deed to its Unit, shall be deemed to have expressly granted to the Association a power of sale upon its Unit to secure payment of the Common Assessments thereafter imposed upon the Owner. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Association shall have the right to bid on the Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same, if it is the highest bidder at such foreclosure sale. Without other formality than executing an instrument in writing, the Association shall have the right to appoint a successor or substitute trustee to exercise the power of sale.

(c) **Suit.** Suit, to recover a money judgment against the Owner for unpaid sums shall be maintainable without foreclosing or waiving said lien securing same.

(d) **Subrogation.** Any lienholder on a Unit may pay any unpaid sums due with respect to such Unit, and upon such payment, the lienholder shall have a lien on such Unit for the amount paid of the same rank as the lien of his encumbrance.

Continuation of Lien. A lien for any Assessment will not be affected by the sale or transfer of the Unit, unless a foreclosure of a First Lien Mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not relieve any subsequent Unit Owner from paying further assessments.

5.10 Subordination of the Lien to First Lien Mortgages. The contractual lien securing mortgages owed to the Association shall be subordinate to the lien of any First Lien Mortgage created by the Owner on its Unit to the extent same is recorded with the Clerk of Brazos County, Texas prior to the due date of the amount(s) owed to the Association. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination must be signed by a duly authorized officer of the Association.

5.11 Statement of Assessments. Upon payment to the Association of a reasonable fee calculated to reimburse the Association for the cost of providing same, and upon the written request of any Owner or any lienholder, or prospective purchaser or lienholder of a Unit, the Association, by its Board of Directors or the Managing Agent, shall issue a written statement (a "Resale Certificate") setting forth the unpaid Common Assessments and other sums due, if any, with respect to the subject Unit, the amount of the current Common Assessments, and other sums due, the date the next of such Common Assessments, and other sums become due and payable, which shall be conclusive upon the Association in favor of the addressee of such statement.

5.12 Personal Liability for Assessments. Assessments and other sums due shall be the personal obligation of the Owner of the Unit at the time the sum accrued. Subsequent Owners shall not be personally liable for their Units shall nonetheless be subject to a lien for payment of same as set forth in Section 5.9(a). Successor Unit Owners may agree to assume such liability, however.

ARTICLE VI. Destruction or Obsolescence of Improvements.

Destruction or Obsolescence. The Association shall be and each Unit Owner hereby irrevocably appoints the Association as attorney-in-fact to represent the Unit Owner in negotiations,

settlement, and litigation involving any insurance claims under any insurance policies purchased by the Association. If the Regime is damaged by fire or any other disaster, the insurance proceeds shall be held and disbursed pursuant to §82.111 of TUCA.

Judicial Partition. [INTENTIONALLY DELETED]

6.3 Condemnation. If all or part of the Project is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Lien Mortgagees known to the Association to have an interest in any Unit. The expense of participation in such proceedings by the Association shall be a Common Expense.

The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for such taking shall be deposited with the Association and such damages or awards shall be applied as provided below.

ARTICLE VII. Protection of Mortgagees.

7.1 Mortgage Priorities. Any Owner shall have the right from time to time to mortgage or encumber its Unit by deed of trust, mortgage or other security instrument.

7.2 Notice to Association. Upon request by the Association, an Owner who mortgages its Unit shall notify the Association, giving the name and address of its mortgagee. Each mortgagee may notify the Association of the fact that such mortgagee holds a deed of trust or mortgage on a Unit. The Board shall maintain such information in its records.

7.3 Notice of Default: Lapse in Insurance. The Association shall notify a mortgagee of a Unit in writing, upon written request of such mortgagee, which also provides the Association with its name and address and the number of the Unit on which it holds its lien, of any default by the Owner of such Unit in performing such Owner's obligations, as set forth in the Declaration, which are not cured within 30 days after written notice to do so has been given. The Association, upon written request, shall notify a First Lien Mortgagee of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

7.4 Examination of Books. Upon request, the Association shall permit a Unit Owner and its mortgagees to examine current copies of the Declaration, Bylaws, other Rules concerning the Project, and the books and records of the Association during normal business hours.

7.5 Reserve Fund. The Association shall establish adequate reserve funds for replacement of Common Elements. The purpose of the fund is to pay for unforeseen expenditures, or to acquire additional equipment for services deemed necessary or desirable by the Board. The initial reserve fund shall be established by collecting at the time of sale of each Unit by Declarant the sum of at least four months' of estimated common charges for such Unit or at the time control of the Property is transferred to the Unit Owners by the Declarant, whichever is earlier. Any amounts paid into this fund are not to be considered as advance payments of regular assessments. The reserve fund shall be held in the name of the Association at all times, in a segregated fund under the control of the Association. The reserve fund may not be used by the Declarant to defray any of Declarant's expenses, reserve contributions, or construction costs or to make up budget deficits while Declarant is in control of the Association. When unsold Units are sold by Declarant, the Declarant shall be reimbursed from the reserve fund for any of such Unit's reserve fund earlier contributed to the reserve fund by the Declarant.

7.6 **Annual Audits.** Upon written request the Association shall furnish each First Lien Mortgagee an annual financial statement of the Association within 20 days following the end of each fiscal year of the Association upon payment of reasonable copy charges.

7.7 **Notice of Meetings.** The Association shall furnish each First Lien Mortgagee upon written request by such First Lien Mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such First Lien Mortgagee to attend such meetings, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

7.8 **Notice of Damages, Destruction, or Condemnation.** Upon written request by the Association shall furnish a First Lien Mortgagee timely written notice of any substantial damage or partial destruction of any Unit on which such First Lien Mortgagee holds the mortgage if such loss exceeds \$1,000. The same notice shall be timely given if condemnation proceedings are instituted on a mortgagee's Unit or if specific notice to a lienholder is required under this Declaration.

7.9 **Management Certificate.** A management certificate, in compliance with the requirements of TUCA, shall be timely filed with the County Clerk of Brazos County, Texas. A copy of a sample management certificate to be used is contained in **Exhibit F** and may be modified as needed or required by law, without need to amend.

ARTICLE VIII. Miscellaneous Provisions.

8.1 **Amendments to Declaration.** Declarant may amend the Declaration at any time prior to the sale of a Unit to an Owner other than Declarant. Declarant may also amend this Declaration for the purpose of exercising a Special Declarant Right reserved by Declarant. Pursuant to §82.067 (a)(3) of TUCA, any such amendment will be effective upon: (1) execution by Declarant and (2) compliance with §82.067(g) of TUCA. Declarant may also amend the Declaration as provided by §82.051(c), §82.059(f), §82.060 and §82.067 (a) and (f) of TUCA.

The Association may amend this Declaration in accordance with §82.007, §82.056(d), §82.058(c), or §82.062 of TUCA. Certain Owners may amend this Declaration in accordance with §82.058(b), §82.062, and §82.068(b) of TUCA. No amendment will be effective until an original thereof is duly recorded in the Official Public Records.

This Declaration may be terminated in accordance with §82.068 of TUCA.

8.2 **Dimensions.** The square footage, size, and dimensions of each Unit as set out and shown in this Declaration or on the Map are approximate and are shown for descriptive purposes only, and the Declarant does not warrant, represent, or guarantee that any Unit actually contains the area, square footage, or dimensions shown by the plat thereof. A purchaser of a Unit shall have no claim or demand against the Declarant or any other person because of any difference, shortage, or discrepancy between the Unit as actually and physically existing and as is shown on the Map. The existing physical boundaries of a Unit or of any Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be in the boundaries, regardless of settling, arising, or lateral movement of the building and regardless of variance between the boundaries shown on the Map and those of the Buildings.

8.3 **Change in Documents.** Upon written request, the holder of any mortgage covering any of the Units shall be entitled to written notification from the Association 30 days prior to the effective date of any change in this Declaration.

8.4 **Notices.** All notices, demands or other notices intended to be served upon an Owner may be sent by ordinary or certified mail, postage prepaid, or by personal delivery, in any event addressed in the name of such Owner in care of the Unit number and Building address of such Owner, All

notices, demands or other notices intended to be served upon the Board of Directors of the Association or the Association may be sent by ordinary or certified mail, postage prepaid, or by personal delivery, in any event to the management company for the Association, until such address is changed by a notice of address change duly recorded in the Official Public Records of Brazos County Texas.

8.5 Conflict between Declaration and Bylaw. Whenever the application of a provision of this Declaration conflicts with the application of any provision of the Bylaws adopted by the Association, the provisions or application of this Declaration shall prevail.

8.6 Invalidation of Parts. If any of the provisions of this Declaration or any section, sentence, clause, phrase or word or the application thereof in any circumstances is invalidated or declared unenforceable, such invalidity shall not affect the validity of enforceability of the remainder of this Declaration and the application of any provisions, section, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

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

8.8 Consent of Mortgagee. The financial institution holding a first lien on the Property at the time of recordation of this Declaration consents to the creation of the Declaration, as set forth in **Exhibit G**.

ARTICLE IX. Sale, Leasing or Other Alienation.

9.1 Sale or Lease. [INTENTIONALLY DELETED]

ARTICLE X. Declarant's Right to Cure; Arbitration

10.1 Owner Claims for Alleged Defects, Personal Injury, Survival, Wrongful Death or Damage to Goods-Binding Arbitration. It is Declarant's intent that all Units will be constructed in compliance with all applicable building codes and ordinances and that such improvements be of a quality that is consistent with good construction and development practices for similar projects. Nevertheless, disputes may arise concerning the existence of defects in a Unit or the Building and the Declarant's responsibility for correcting such defects. It is Declarant's intent to resolve all disputes and claims pertaining to construction defects amicably and without the necessity of time-consuming and costly litigation. Declarant hereby reserves the right and easement for itself and any successor or assign to inspect, repair and/or replace defects in any Unit, Building or any improvement.

(a) **Binding Arbitration.** In the event an Owner asserts or alleges a claim for damages for any alleged defect in the construction or design of the Unit, the Building or any improvement, or any personal injury, survival, wrongful death or damage to goods which was caused by any defect associated with construction or design of the Unit, Building or any improvement (collectively, an "Owner Dispute"), then the Owner will be obligated to arbitrate the Owner Dispute unless Declarant specifically waives arbitration in writing. In the event of a waiver by the Declarant, there shall be no obligation to arbitrate the Group Dispute. Declarant may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Owner Dispute not referred to arbitration as required by this **Section 10.1**.

(b) **Governing Rules.** Each Owner Dispute shall be resolved by binding arbitration in accordance with the terms of this **Section 10.1**, the Commercial Arbitration Rules of the American Arbitration Association, and, to the maximum extent applicable, the Federal Arbitration Act (Title 9 of the United States Code). In the event of any inconsistency between this **Section 10.1** and such statute and

rules, this **Section 10.1** shall control. Judgment upon the award rendered by the arbitrators will be binding and not subject to appeal, but may be reduced to judgment in any court having jurisdiction.

(c) **Exceptions to Arbitration; Preservation of Remedies.** No provision of, nor the exercise of any rights under, this **Section 10.1** will limit the right of Declarant or any Owner, and Declarant and such Owner shall have the right during any Owner Dispute, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, which is involved in an Owner Dispute, including, without limitation, rights and remedies relating to (1) exercising self-help remedies (including set-off rights) or (2) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies will not constitute a waiver of the right of any party, including the plaintiff, to submit the Owner Dispute to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

(d) **Statute of Limitations.** Any statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this Section 10.1.

(e) **Arbitrators.** Unless the parties to the arbitration agree in writing to the contrary, all arbitration proceedings shall be arbitrated by a panel of three arbitrators, which shall be appointed by the American Arbitration Association in accordance with its procedures.

(f) **Scope of Award; Modification or Vacation of Award.** The arbitrators shall resolve an Owner Dispute in accordance with the applicable substantive law. The arbitrators may grant any remedy or relief that the arbitrators deem just and equitable and within the scope of this **Section 10.1**. The arbitrators may also grant such ancillary relief as is necessary to make effective the award. In all arbitration proceedings in which the amount in controversy exceeds \$50,000.00, in the aggregate, the arbitrators shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings in which the amount in controversy exceeds \$50,000.00, in the aggregate, the parties shall have in addition to the limited statutory right to seek vacation or modification of any award that is based in whole, or in part, on an incorrect or erroneous ruling of law by appeal to an appropriate court having jurisdiction; provided, however, that any such application for vacation or modification of an award based on an incorrect ruling of law must be filed in a court having jurisdiction over the Owner Dispute within 15 days from the date the award is rendered. The arbitrators' findings of fact shall be binding on all parties and shall not be subject to further review except as otherwise allowed by applicable law.

(g) **Other Matters.** To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within 180 days of the filing of the Owner Dispute for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in the city of the Regime's location. Arbitrators shall be empowered to impose sanctions and to take such other actions as the arbitrators deem necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and applicable law. The arbitrators shall have the power to award recovery of all costs and fees (including attorney's fees, administrative fees, and arbitrators' fees) to the prevailing party. Each party agrees to keep all Owner Disputes and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law or regulation. In no event shall any party discuss with the news media or grant any interviews with the news media regarding an Owner Dispute or issue any press release regarding any Owner Dispute without the written consent of the other parties to the Owner Dispute.

10.2 **Declarant's Right to Cure Alleged Defects-Claims by the Association.**

(a) **Easement.** In the event that the Association claims, contends or alleges that any portion of the Unit, Building or any other improvement is defective, or claims, contends or alleges that Declarant, its agents, consultants, contractors or subcontractors (collectively, "**Agents**") were negligent or

are otherwise liable for defects in the planning, design, engineering, grading, construction or other development of all or any portion of the Unit, Building or any other improvement (collectively, an "Alleged Defect"), Declarant hereby reserves the right and easement for itself and any successor or assign to inspect, repair and/or replace the Alleged Defect as provided in this Section 10.2.

(b) **Notice and Information.** The Association shall, within 15 days of after discovery of an Alleged Defect, deliver a written notice (the "Notice of Alleged Defect") to Declarant which shall include all of the following:

(1) A preliminary list of Alleged Defects (the "Preliminary List of Alleged Defects");

(2) A summary of the results of a surveyor questionnaire distributed to the Members of the Association to determine the nature and extent of the Alleged Defects, if such a survey has been conducted or questionnaire has been distributed; and

(3) Either a summary of the results of testing conducted to determine the nature and extent of the Alleged Defects or the actual test results, if such testing has been conducted.

(c) **Settlement Period.** The Notice of Alleged Defect shall, upon delivery to Declarant, commence a period of time not to exceed 60 days, unless the Association and Declarant agree to a longer period, during which the Association and Declarant shall attempt to settle the dispute in accordance with the provisions of this Section 10.2.

This Declaration of Covenants, Conditions, and Restrictions for Amity Condo Building, a Condominium is made as a correction declaration in substitution of the document titled "Declaration of Covenants, Conditions, and Restrictions for Amity Condo Building, a Condominium" ("Corrected Declaration") dated July 31, 2018 and recorded in Book 1, Volume 14862, Page 20, Official Records of Brazos County, Texas, to correct the following information: Several components of the Declaration were inadvertently left out of the original recorded Declaration. Other than the stated correction, this Declaration is intended to restite in all respects the Corrected Declaration, and the effective date of this correction declaration relates back to the effective date of the Corrected Declaration.

IN WITNESS WHEREOF, this Declaration has been executed Effective July 31, 2018

DECLARANT:

WESTFIELD DEVELOPMENT, LLC, a Texas Limited Liability Company



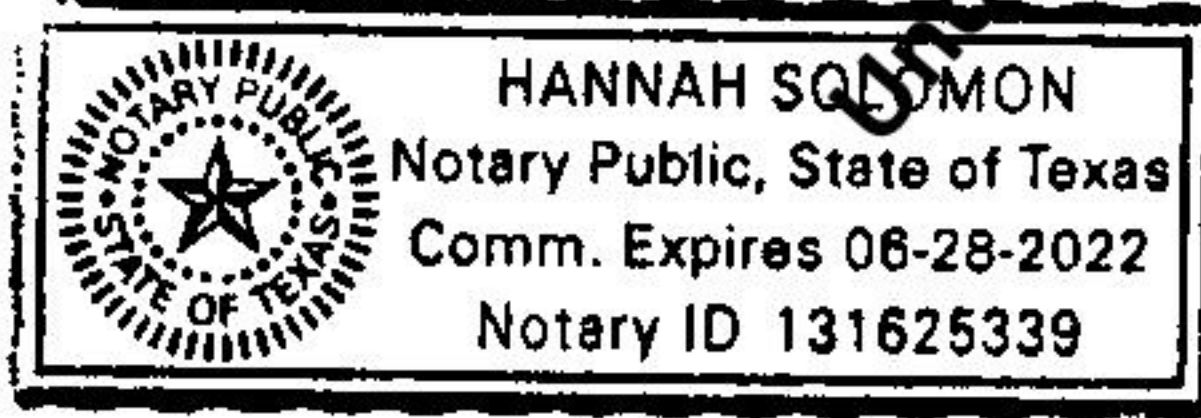
By: LAWRENCE F. GUSEMAN, III, Managing Member


By: JOHN CALEB VENABLE, SR., Managing Member

THE STATE OF TEXAS
COUNTY OF BRAZOS

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§

This instrument was acknowledged before me on this 5th day of SEPTEMBER, 2018, by LAWRENCE F. GUSEMAN, III, Managing Member, of WESTFIELD DEVELOPMENT, LLC, a Texas Limited Liability Company, on behalf of said limited liability company.



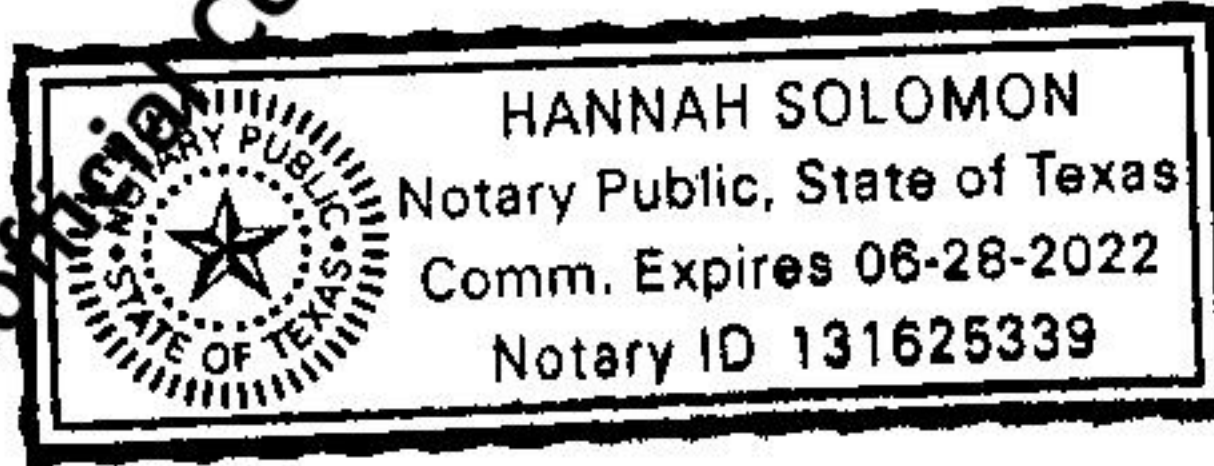
[Handwritten Signature]

Notary Public - State of Texas

THE STATE OF TEXAS
COUNTY OF BRAZOS

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This instrument was acknowledged before me on this 4th day of SEPTEMBER, 2018, by JOHN CALEB VENABLE, SR., Managing Member, of WESTFIELD DEVELOPMENT, LLC, a Texas Limited Liability Company, on behalf of said limited liability company.



[Handwritten Signature]

Notary Public - State of Texas

SCHEDULE 1.0 – DEFINITIONS
(See ARTICLE I)

1.1 **Agents.** "Agents" is defined in Section 10.2(a).

1.2 **Alleged Defect.** "Alleged Defect" is defined in Section 10.2(a).

1.3 **Allocated Interest.** "Allocated Interest" means a unit's owner percentage of responsibility for the Common Expense liability, and votes in the Association allocated to each Unit. Each Unit's Allocated Interest in Common Expense liability is allocated in Section 3.1 in accordance with Exhibit C.
Voting is allocated to Units in Section 4.5 and Exhibit C

1.4 **Architectural Control Committee.** "Architectural Control Committee" shall mean the Board or a committee appointed by the Board to review and approve or disapprove of construction, alterations, and modifications to the Buildings as provided in this Declaration.

1.5 **Association.** "Association" shall refer to the "AMITY CONDO BUILDING Condominium Owners' Association, Inc." References in this Declaration to an act being undertaken by the Association means by act of the Board of Directors of the Association or its officers.

1.6 **Board or Board of Directors.** "Board" or "Board of Directors" shall refer to the Board of Directors of the Association.

1.7 **Boundary Designation.** "Boundary Designation" means the notice required to be filed pursuant to this Declaration designating and describing the horizontal and vertical boundaries of the shell of the Building to be built on each Building Site. Attached hereto as Exhibit B is a form of Boundary Designation.

1.8 **Building Envelope.** "Building Envelope" means the portion of the Regime, both vertical and horizontal limits as specified in Section 2.1(b) and depicted on Exhibit B, within which the Building enclosing a Unit is to be constructed. Each Building Envelope may be expanded outside of the boundaries so designated in accordance with the provisions of Section 2.1 (b) and Section 3.8 of this Declaration or by Declarant in exercise of the Special Declarant Rights.

1.9 **Building Site.** "Building Site" means the portion of the property, the horizontal and vertical boundaries of which are designated in Exhibit B, upon which the Unit Owner thereof is to construct the Building for the Unit Owners Unit. Each Building Site may not be expanded outside of the boundaries so designated in accordance with the provisions of Section 2.1 (b) and Section 3.8 of this Declaration or by Declarant in exercise of the Special Declarant Rights.

1.10 **Building.** "Building" shall refer to the buildings containing the four units identified on the map of the Project attached as Exhibit B.

1.11 **Common Assessment.** "Common Assessment" means the charge against each Owner of a Unit and its Unit for its allocable portion of the Common Expenses.

1.12 **Common Expenses.** "Common Expenses" means and include
(a) all expenses incurred by the Association for promoting the health, safety, welfare and recreation of the Owners of the Condominium Units and in particular for the administration and management, ownership, maintenance, operation, repair, replacement, or improvement of and addition to the portions of the Building that are to be maintained by the Association (including unpaid special assessments and amounts assessed to maintain a reserve for replacement fund and to cover costs incurred by the Association to participate in any condemnation suit, as provided in Section 6.3); and

(b) expenses declared to be Common Expenses by provisions of this Declaration or by the Bylaws of the Association.

1.13 Completed Unit. "Completed Unit" means a completely finished Unit, including, but not limited to the installation of all appliances and utilities, rendering it ready for occupancy by an Owner other than the Declarant.

1.14 Condominium Unit. "Condominium Unit" shall mean an individual Unit, as defined in this Schedule.

1.15 Declarant. "Declarant" shall mean WESTFIELD DEVELOPMENT, LLC, a Texas Limited Liability Company or its successors or assigns, as the developer of the Project as a condominium under the Act.

1.16 Declaration. "Declaration" or "Condominium Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions as amended from time to time.

1.17 First Lien Mortgagee. "First Lien Mortgagee" shall mean the holder of a purchase-money vendor's lien or construction money mortgage or deed of trust lien voluntarily granted on any Unit in the Project recorded before the date on which the Assessment sought to be enforced becomes delinquent under the Declaration, Bylaws, or Rules and Regulations ("First Lien Mortgage"). Funds advanced under a First Lien Mortgage for purposes in addition to purchase money or construction also shall have priority over the lien securing Assessments.

1.18 Insurable Interest. "Insurable Interest" is defined in Section 4.6(a).

1.19 AMITY CONDO BUILDING. "AMITY CONDO BUILDING" is defined in the Recitals.

1.20 Majority of Unit Owners. "Majority of Unit Owners" means those Owners which at the relevant time own at least 51% of the Units entitled to cast votes.

1.21 Map or Plan. "Map" or "Plan" means or includes the engineering survey of the land, locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting part of, or all of, the improvements, a reduced copy of which is attached as Exhibit B. The large, original Map is recorded as Plat Records of Brazos County, Texas.

1.22 Notice of Alleged Defect. "Notice of Alleged Defect" is defined in Section 10.2(b).

1.23 Occupant. "Occupant" means a person or collectively the persons in possession of a Unit at the relevant time, regardless of whether said person is a Unit Owner, lessee, or otherwise.

1.24 Owner. "Owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof, including, without limitation, the Declarant, who owns, of record, fee simple title to one or more Units in the Project.

1.25 Owner Dispute. "Owner Dispute" is defined in Section 10.1(a).

1.26 Regime. "Regime" or "Condominium Regime" shall mean the Land, improvements, and Units, which comprise the condominium regime established by this Declaration.

1.27 Rules and Regulations. "Rules and Regulations" shall mean Rules and Regulations adopted by the Declarant or Board of Directors concerning the management and administration of the Regime for the use and enjoyment of the Owners. The Rules and Regulations may be amended from time to time by the Board (without amending this Declaration).

1.28 Plat. "Plat" means the survey attached hereto as Exhibit B.

1.29 Preliminary List of Alleged Defects. "Preliminary List of Alleged Defects" is defined in Section 10.2(b)(1).

1.30 Property, Project or Premises. "Property," "Project," or "Premises" means and includes in the aggregate the land, the Buildings and all improvements and structures thereof and thereto, including, without limitation, and all rights, easements, and appurtenances belonging thereto.

1.31 Resale Certificate. "Resale Certificate" is defined in Section 5.11.

1.32 TUCA. "TUCA" is defined in the Recitals.

1.33 Unit. "Unit" or "Suite" is the respective portion of the Building of each owner which is constructed, or to be constructed in the Building within a Building Envelope as shown on the Map. The actual physical boundaries of the Building shall be conclusively presumed to be the proper boundaries of a Unit, regardless of variances between boundaries shown on the Map and the actual boundaries of such Building.

The individual ownership of each Unit shall further include the interior construction, partitions, appliances, fixtures, and improvements that are intended to serve exclusively such Unit space, such as interior room walls, floor coverings or finish, closets, cabinets, shelving, individual fixtures, plumbing and appliances, individual lighting and electrical fixtures, and other separate items of personal property exclusively serving such Unit, any of which may be removed, replaced, disposed of, or otherwise treated without affecting any other Unit or the ownership, use or enjoyment thereof. The individual ownership of each Unit shall further include the air conditioning compressor, together with all pipes, ducts, electrical wiring, conduits, and any other equipment connected thereto constructed.

The horizontal and vertical boundaries of each Unit are set forth in the Plat and Plans attached to the Declaration as Exhibit A and Exhibit B, as amended from time to time in accordance with the Declaration. The definition of Unit in this Section overrides the definition of "Unit" as set forth in § 82.055 of TUCA.

SCHEDULE 3.4 - USE RESTRICTIONS
(See Section 3.4)

(1) **Nuisances and Safety.** No unsafe, noxious, offensive, or illegal activity, or odor is permitted on the Project. No activity shall be conducted on the property which in the judgment of the Board of Directors might reasonably be considered as annoying to neighbors of ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the property for quality of living. No exterior loudspeakers or flashing lights shall be allowed. No person may do anything that will increase insurance rates for the Project without the prior written consent of the Board or which may cause such improvements to be uninsurable or which may cause any policy to be canceled, or suspended or materially modified by the issuing company.

(2) **Noise.** Condominium unit owners and occupants shall refrain from playing radios, televisions, stereos, and other electrical or mechanical devices so loud that they may be heard outside their condominium unit. Doors and windows must be shut when playing televisions, stereos and similar sound equipment at sound levels objected to by any unit owner, tenant, or management representative.

(3) **Signs.** All signs must comply with the City of Bryan Downtown exterior signage regulations. All signs must be submitted to the Architectural Control Committee for approval prior to installation. All signs must be lit by the Association supplied exterior light fixtures, which is paid for and tied into each unit's electrical meter. Said sign must be lit from dusk until 1 AM. "For rent" signs and all other signs are absolutely prohibited and may not be exhibited anywhere in the project, including from the interiors of the units, except an 18 inch "for sale" sign may be displayed in a location approved by the Board. Board members and management company representatives may enter, without prior notice, and remove and throw away such signs. The foregoing shall be subject to Declarant's rights reserved under this Declaration.

(4) **Window Coverings.** Exterior window coverings must be solid color fabric roller shades and approved by the Architectural Control Committee. All exterior awnings must be approved by the Architectural Control Committee prior to being placed on buildings.

(5) **Storage.** No property may be stored temporarily or permanently on sidewalks, balconies, walkways, stair landings, parking lots, or other Common Areas. Nothing may be stored in Common Areas except in areas approved by the Board.

(6) **Vehicle Repair.** [INTENTIONALLY DELETED]

(7) **Parking.** As the Condominiums have no parking spaces, all parking shall be in conformity with the City of Bryan Ordinance.

(8) **Anti-Theft Alarms.** [INTENTIONALLY DELETED]

(9) **Towing Illegally Parked Vehicles.** Vehicles parked in violation of Association rules may be removed and stored without permission of the vehicle's owner or operator. Notice and removal shall be in accordance with statutory requirements. A Unit Owner is liable for all costs of towing illegally parked vehicles of the Unit Owner, its family, guests or tenants.

(10) **Trash.** Garbage or trash may not be stored or thrown outside the disposal areas provided for such purposes. Trash must be stored inside the unit or in the alley in a city provided receptacle.

(11) **Pest Control.** The Association does not have responsibilities for pest control inside units. However, the Association shall have the right to enter and exterminate an owner's unit, at the owner's expense, if the owner's failure to control pests inside its unit is adversely affecting other units.

(12) **Antennas.** No exposed exterior television or radio antennas or satellite dishes may be installed anywhere on the Project unless applicable law requires otherwise and then only in strict accordance with rules and regulations promulgated by the Board.

(13) **No Alterations.** Except with the written consent of Declarant or 67% of the Association members, no Owner or other person shall make any alteration, modification, or improvement to the exterior of the Building.

(14) **No Drilling.** No drilling, digging, quarrying, or mining operation of any sort shall be permitted on the Project.

(15) **Care During Construction.** An Owner who is having a Unit or other structure worked on, repaired, or remodeled shall take reasonable and necessary precautions to prevent damage to the Common Area (including any streets) caused by construction companies, workmen, suppliers, or service companies working on or delivering materials to or removing materials from the work site in the Owner's Unit. Such Owner shall be liable to the Association for any damages to the Common Area and for costs of cleaning up or replacing property in the Common Area destroyed or damaged by such construction companies, workmen, suppliers, or service companies. Such Owner shall be liable to the respective Unit Owners for any damage to another Owner's Unit and for any costs of cleaning up or replacing property which may be destroyed or damaged by such construction companies, workmen, suppliers, or service companies and the Association shall have the right to repair such damage at the Association's expense, in which event the cost of repair shall be owed to the Association by the Unit owner who caused the damage or whose construction company, workmen, suppliers, or service company caused the damage.

(16) **No Temporary Structures.** [INTENTIONALLY DELETED]

(17) **Criminal Activity.** While on the condominium project, no person may violate any criminal laws, health codes or other applicable laws.

(18) **Persons Who May Use Common Area.** [INTENTIONALLY DELETED]

(19) **Rules and Regulations.** All persons shall comply with the Association's Rules and Regulation as provided in **Section 4.4** and in **Exhibit H**, as amended from time to time.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOTS FOUR (4) AND FIVE (5), BLOCK ONE HUNDRED FORTY (140), CITY OF BRYAN,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "H", PAGE 721, DEED RECORDS,
BRAZOS COUNTY, TEXAS.

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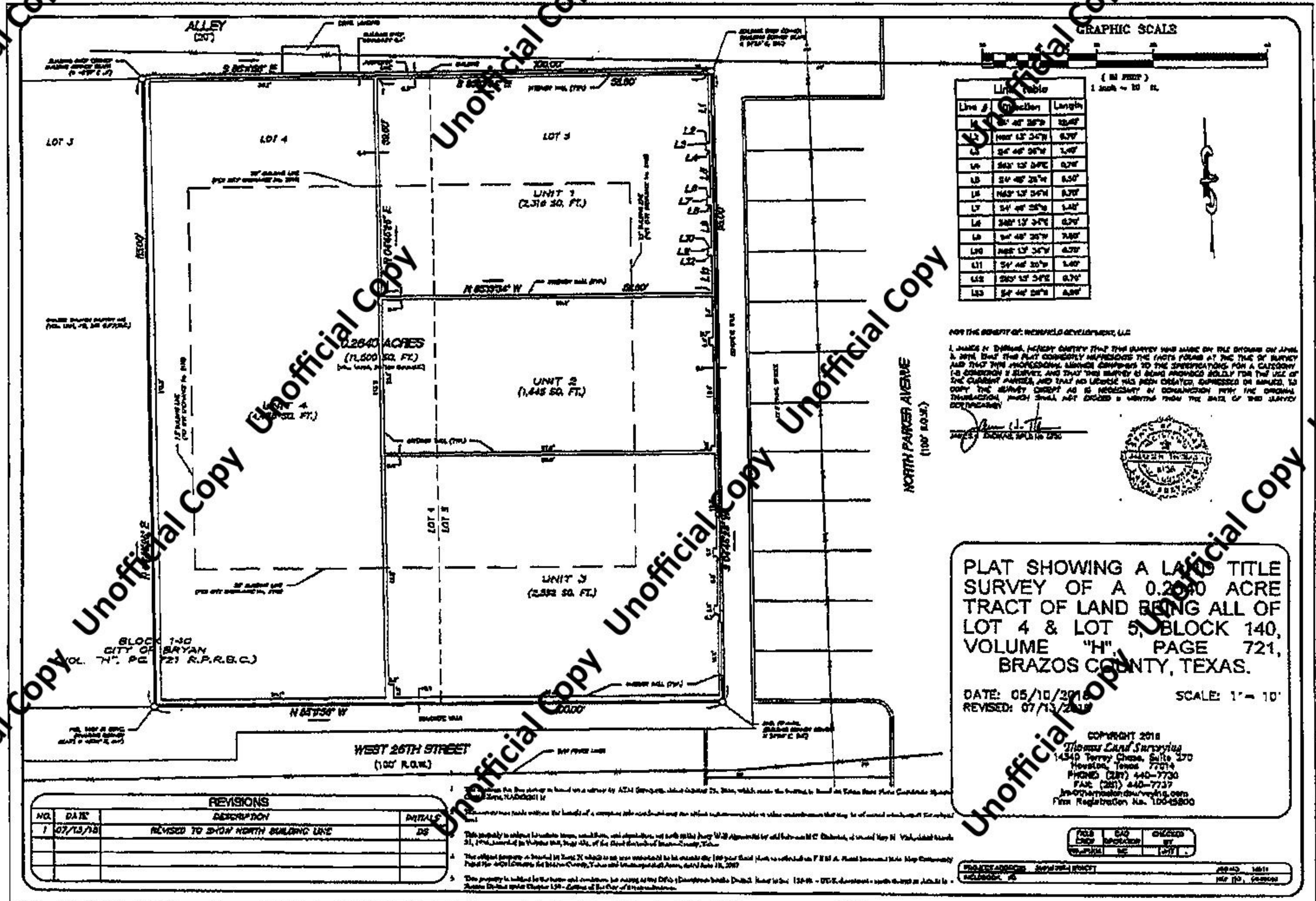
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EXHIBIT
"B"



GRAPHIC SCALE
(IN FEET)
1 inch = 10 ft.

Line #	Bearing	Length
L1	S 87° 46' 28" W	32.00'
L2	N 85° 53' 24" W	6.20'
L3	S 87° 46' 28" W	3.00'
L4	S 87° 46' 28" W	6.20'
L5	N 85° 53' 24" W	6.20'
L6	S 87° 46' 28" W	3.00'
L7	S 87° 46' 28" W	6.20'
L8	N 85° 53' 24" W	6.20'
L9	S 87° 46' 28" W	3.00'
L10	N 85° 53' 24" W	6.20'
L11	S 87° 46' 28" W	3.00'
L12	N 85° 53' 24" W	6.20'
L13	S 87° 46' 28" W	3.00'

FOR THE BENEFIT OF: HENRIKSEN DEVELOPMENT, L.L.C.

I, JAMES H. DUNN, LICENSED SURVEYOR, STATE OF TEXAS, NUMBER 11484, CERTIFY THAT THE SURVEY HEREON WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE INSTRUMENTS AND METHODS EMPLOYED WERE THOSE COMMONLY USED BY A LICENSED SURVEYOR IN THE COURSE OF HIS BUSINESS AND THAT THE SURVEY WAS MADE ACCORDING TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT NO LEGAL DEDUCTIONS OR ADJUSTMENTS WERE MADE TO CORRECT THE SURVEY FOR ANY ERROR OR MISTAKE. I HEREBY CERTIFY THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING ENGINEERS AND LAND SURVEYORS OF THE STATE OF TEXAS.

James H. Dunn
JAMES H. DUNN, LICENSED SURVEYOR



PLAT SHOWING A LAND TITLE SURVEY OF A 0.2640 ACRE TRACT OF LAND BEING ALL OF LOT 4 & LOT 5, BLOCK 140, VOLUME "H", PAGE 721, BRAZOS COUNTY, TEXAS.

DATE: 05/10/2018
REVISED: 07/13/2018

SCALE: 1" = 10'

COPYRIGHT 2018
Thomas Land Surveys, Inc.
14540 Terry Chase, Suite 370
Houston, Texas 77074
PHONE (281) 440-7730
FAX (281) 440-7737
thomasland@tmsurvey.com
TMS Registration No. 10045800

REVISIONS			
NO.	DATE	DESCRIPTION	INITIALS
1	07/13/18	REVISED TO SHOW NORTH BUILDING LINE	DS

1. This plat is based on a survey by A241 Surveyors, dated October 23, 2018, which was the plat to be recorded in the Public Records of Brazos County, Texas, Volume 140, Page 721.

2. This plat is subject to the provisions of the Texas Surveying Act, Chapter 132, of the Texas Government Code, and the Rules and Regulations of the Board of Surveying Engineers and Land Surveyors of the State of Texas.

3. The official survey is located in the Public Records of Brazos County, Texas, Volume 140, Page 721.

4. The property is subject to the terms and conditions set forth in the Deed of Conveyance to be recorded in the Public Records of Brazos County, Texas, Volume 140, Page 721.

PLAT PREPARED BY: THOMAS LAND SURVEYS, INC.
DATE: 05/10/2018
REVISIONS: 07/13/2018
DRAWN BY: JSD
CHECKED BY: JSD

SURVEYOR'S CERTIFICATE

TO: All buyers, and their lenders and title companies

I hereby certify to the above persons, their successors and assigns, that on July, 31, 2018:

A. **Items Depicted.** The Survey depicts among other matters the following:

1. **Survey.** This survey was made on the ground as per the field notes shown on this survey and correctly shows the matters listed in paragraphs A 2-10 below; and is an accurate on-the-ground instrument survey titled "Condominium Plat of 1604 Copperfield Condominiums" (the "**Survey**") of the premises (the "**Property**") was conducted under my direction according to local professional practices. The Survey shows all perimeter land boundaries of the condominium as required by §82.059 of the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code.
2. **Correct.** The Survey, the information, and the metes and bounds description, including courses and distances shown thereon, are correct. The survey correctly shows (i) the boundaries and areas of the Property and the location and type of improvements thereon (if any); (ii) the location of all rights-of-way, easement and other matters of record (or of which I have knowledge or have been advised, whether or not of record) affecting the Property; (iii) all abutting dedicated public streets providing access to the Property together with the width and name thereof.
3. **Monuments.** All monuments shown on the Survey actually exist, and the location, size and type of materials thereof are correctly shown.
4. **Boundary and Possession Lines.** The title lines and lines of actual possession of the Property are the same, except as shown.
5. **Easements.** There are no easements, rights-of-ways, old highways or abandoned roads, lanes, driveways or uses affecting the Property appearing from a careful physical inspection of the same, other than those shown and depicted on the Survey. The Survey shows the location of all easements serving or burdening any portion of the condominium, and the location of any underground utility line that is actually known by the Surveyor at the time of filing the declaration to have been constructed outside a recorded easement.
6. **Encroachments.** Except as shown on the Survey, there are no visible above-ground encroachments upon the Property by improvements on adjacent property; visible above ground encroachments on adjacent property, or roads by any improvements on the Property.
7. **Conflicts.** Except as shown and specifically identified as such on the Survey, there are no visible discrepancies, conflicts, shortages in area or boundary line conflicts.
8. **Easements.** All recorded easements and other exceptions, if any have been correctly platted on the survey.
9. **Utility Improvements.** The Survey shows the location of any visible telephone, telegraph, electric or other power lines, wires and poles on the Property.
10. **Improvements.** The location and dimensions of any vertical Unit boundaries not shown or projected on recorded plans and the Units' identifying number. The location, with

reference to established data, of any horizontal Unit boundaries not shown or projected on recorded plans and the Unit's identifying number. The distance and bearings locating each building from all other buildings and from at least one boundary line of the real property constituting the condominium.

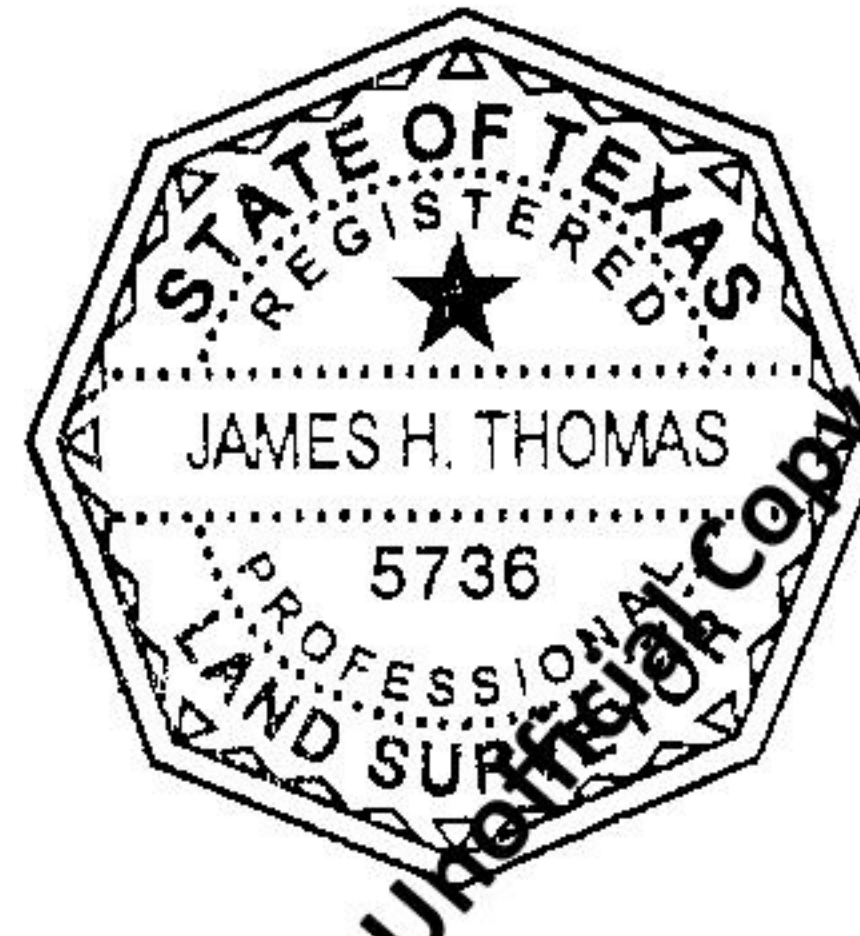
B. **Survey Criteria.** This Survey conforms to the (1) current standards promulgated by the Texas Board of Professional Land Surveying and (2) conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition I Land Title Survey. This Survey contains all information required to be shown on a condominium plat under §82.059 of the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code.

Thomas Land Surveying

Jim Thomas

By Jim Thomas, Surveyor
14340 Torrey Chase, Suite 270
Houston, Texas 77014
Phone: (281)440-7730
Fax: (281)440-7737
Email: jim@thomaslandsurveying.com
TBPLS Firm No. 10045800

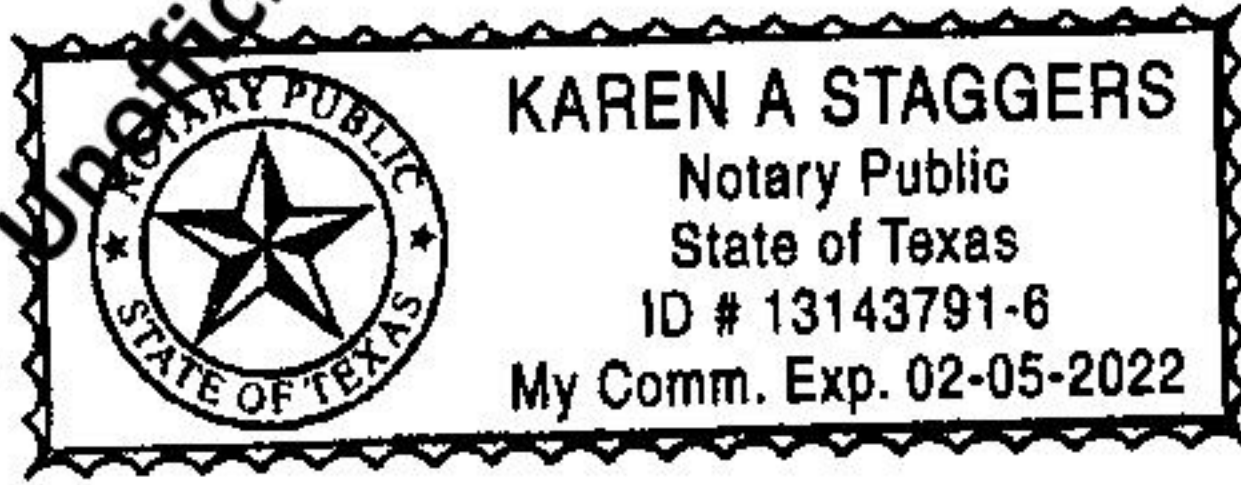
[SEAL]



THE STATE OF TEXAS
COUNTY OF BRAZOS

§
§
§

This instrument was acknowledged before me on the 31st day of JULY 2018, by JIM THOMAS, Registered Professional Surveyor, No. _____ in the State of Texas.



Karen A. Stagers
NOTARY PUBLIC, State of Texas

EXHIBIT C

PERCENTAGE OF RESPONSIBILITY
OF COMMON EXPENSES

Unit	Address	Vote	Percentage of Common Expenses
1	100 N. Parker, Suite 114	1	21%
2	100 N. Parker, Suite 112	1	15%
3	302 West 26 th Street	1	24%
4	300 West 26 th Street	1	40%

EXHIBIT
"D"

Form 202

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



Filed in the Office of the
Secretary of State of Texas
Filing #: 803069006 07/17/2018
Document #: 825494150002
Image Generated Electronically
for Web Filing

**Certificate of Formation
Nonprofit Corporation**

Filing Fee: \$25

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

AMITY CONDO BUILDING, CONDOMINIUM OWNERS' ASSOCIATION, INC.

Article 2 - Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

JOHN C VENABLE

C. The business address of the registered agent and the registered office address is:

Street Address:

302 W. 26TH ST. BRYAN TX 77803

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **JOHN C VENABLE**

Title: **Director**

Address: **302 W. 26TH ST. BRYAN TX, USA 77803**

Director 2: **PETE KRAMER**

Title: **Director**

Address: **100 N. PARKER AVE STE 114 BRYAN TX, USA 77803**

Director 3: **LAWRENCE GUSEMAN III**

Title: **Director**

Address: **100 N. PARKER AVE STE 112 BRYAN TX, USA 77803**

Article 4 - Organization Structure

A. The corporation will have members.

or

B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

CONDOMINIUM OWNERS' ASSOCIATION

Supplemental Provisions / Information

EXHIBIT E

**BYLAWS OF
AMITY CONDO BUILDING, CONDOMINIUM OWNERS' ASSOCIATION, INC.**

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BYLAWS OF
AMITY CONDO BUILDING, CONDOMINIUM OWNERS' ASSOCIATION, INC.

ARTICLE I. NAME AND LOCATION

1.1 **Name.** The name of the Association is "AMITY CONDO BUILDING, Condominium Owners' Association, Inc." hereinafter referred to as the "Association."

ARTICLE II. DEFINITIONS

2.1 **Definitions.** The definitions of all terms herein shall be the same as those in the Declaration of Covenants, Conditions and Restrictions for AMITY CONDO BUILDING, a Condominium, in Brazos County, Texas.

ARTICLE III. MEETING OF MEMBERS

3.1 **Annual Meetings.** The annual meeting of the members shall be held each year between September 1 and December 31 at a place designated by the Board.

3.2 **Special Meetings.** Special meetings of the members may be called at any time by the President or by the Board of Directors, upon written request of a majority in number of its members, or upon the request of one member of the Board of Directors where a change in the exterior of a Building or condominium unit is requested by anyone, or by members of the Association owning at least 2 Units in the Association. The place of the meeting shall be as stated in the notice.

3.3 **Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the discretion of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 14 days before such meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as set out above. Upon request, notice of such meeting shall also be mailed to First Mortgagees.

3.4 **Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, the votes of 51% of the Units shall constitute a quorum for any action except as otherwise provided by the Certificate of Formation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members present shall have power to recess the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

3.5 **Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

3.6 **Voting.** Secret ballots shall be utilized upon the request of any member.

ARTICLE IV. BOARD OF DIRECTORS

4.1 **Number.** The affairs of this Association shall be managed by a Board of at least 3 directors, who need not be members of the Association and who are elected annually. The number may be increased upon a majority vote of the Association membership.

4.2 **Term of Office.** The members shall elect all directors for a term of 1 year, beginning from the date of their election to the date of the election of their successor.

4.3 **Removal; Resignations.** Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

4.4 **Compensation.** No director shall receive compensation for any service he may render to the Association in his capacity as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

4.5 **Action Taken Without a Meeting.** Subject to Section 6.4 below, the directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

4.6 **Voting.** Secret ballots shall be utilized upon request of any Board member.

4.7 **Limited Liability and Indemnification.** The directors shall be entitled to the limited liability and indemnification provisions contained in the Declaration.

ARTICLE V. ELECTION OF DIRECTORS

5.1 **Nomination.** Nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. If appointed, the Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee may be appointed by the Board of Directors prior to each annual meeting of the members; and if appointed, such appointment shall be announced to the membership at least 30 days prior to the annual meeting. The Nominating Committee may make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Members or nonmembers of the Association may be nominated to the Board of Directors.

5.2 **Election.** Election to the Board of Directors shall be by secret written ballot if requested by any member. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI. MEETINGS OF DIRECTORS

6.1 **Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly at such place and hour as may be fixed from time to time by the Board. Any member desiring to attend monthly meetings shall contact the President or the Association's management company who shall in return notify such member of the time and place of the next monthly meeting.

6.2 **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than 3 days notice to each director.

6.3 **Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

6.4 Open Meetings. All members of the Association shall receive at least 5 days prior notice of the Regular Meetings of the Board of Directors and the same amount of notice of the Special Meetings of the Board of Directors as is received by the members of the Board of Directors. Every member of the Association shall have the right to attend both Regular Meetings and Special Meetings of the Board of Directors. The Board of Directors shall have the right to adjourn a meeting, whether Regular or Special, of the Board of Directors and reconvene in closed executive session to consider actions involving personnel, pending litigation, contract negotiations, enforcement actions, matters involving the invasion of privacy of members of the Association, or matters that are to remain confidential by request of the affected parties and agreement of the Board of Directors, provided the general nature of any business to be considered in an executive session shall first be announced at such meeting.

6.5 Electronic or Telephonic Meeting. A meeting of the Board of Directors may be held by any method of communication, including electronic and telephonic, provided:

(a) **Notice.** Notice of the meeting has been given in accordance with subparagraph 6.5(d) below;

(b) **Audible Attendance.** Each director may hear and be heard by every other Director;

(c) **Excluded Purposes.** The meeting does not involve voting on a fine, damage assessment, appeal from denial of architectural control approval, or suspension of a right of a particular Association member before the member has an opportunity to attend a board meeting to present the member's position, including any defense, on the issue;

(d) **Agenda.** Notice of such proposed meeting, which must include the general nature of the purpose of such meeting, is given to each member of the Association at least 24 hours in advance thereof; and

(e) **Minutes.** A record of the Board action taken at such meeting is filed with the minutes of Board meetings.

ARTICLE VII. POWERS AND DUTIES OF THE BOARD

7.1 Powers. The Board of Directors shall have power to exercise for the Association all powers, duties and authority vested in or delegated to this Association, and not reserved expressly and exclusively to the membership by other provisions of these Bylaws, the Certificate of Formation, or the Declaration.

7.2 Duties. It shall be the duty of the Board:

(a) **Minutes.** To cause to be kept a complete record of all its acts and corporate affairs and to present a report thereof to the members at the annual meeting of the members, or at any special meeting when such report is requested in writing by the owners of at least 2 Units;

(b) **Supervision.** To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) **Assessments.** To (1) fix the amount of the Common Assessment for each Unit pursuant to the procedure in the Declaration; (2) send written notice of Common Assessments to every Owner; and (3) collect Common Assessments and enforce Common Assessments, all pursuant to procedures and limitations as set forth in the Declaration;

(d) **Certificates.** To issue resale certificates, loan eligibility certificates, and verification certificates setting forth whether or not any Common Assessment has been paid. A

reasonable charge may be made by the Board for the issuance of these certificates and other written documents provided by the Association. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) **Insurance.** To procure and maintain adequate liability and hazard insurance on the Buildings and cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate or necessary;

(f) **Maintenance.** To cause the Exterior of the Building to be maintained as provided on the Declaration; and

(g) **General.** To carry out all other duties of the Association or Board under the Declaration.

ARTICLE VIII. OFFICERS AND THEIR DUTIES

8.1 Enumeration of Offices. The Officers of this Association shall be a President and a Vice President each of whom shall at all times be members of the Board of Directors, together with a Secretary and a Treasurer.

8.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

8.3 Term. Each officer of this Association shall be elected annually by the Board and each shall hold office for approximately one year until the election of his successor, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

8.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.7 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4 of this Article.

8.8 Duties. The duties of the officers are as follows:

(a) **President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other legal instruments.

(b) **Vice-President.** The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, as well as other records of the Association;

serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board. These duties, with approval of the Board, may be delegated to the Association management company.

(d) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant or CPA at the completion of each fiscal year; and shall prepare an annual budget for the forthcoming year and a statement of income and expenditures for the previous year, to be presented to the membership at its regular annual meeting. The Treasurer shall also be responsible for supervising billings. These duties, with approval of the Board, may be delegated to the Association management company.

ARTICLE IX. COMMITTEES

The Association shall appoint any committees required by the Declaration or these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out the purposes of the Association.

ARTICLE X. BOOKS AND RECORDS

The books, records and papers of the Association shall at all times be subject to inspection by any member during reasonable business hours. The Declaration, the Certificate of Formation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI. ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association Common Assessments which are secured to the full extent provided by law, by a continuing lien upon the property against which the assessment is made. The collection and enforcement procedures shall be as set forth in the Declaration.

ARTICLE XII. CORPORATE SEAL

The issuance of a corporate seal shall be unnecessary and is not required under Texas law.

ARTICLE XIII. AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of the members, by a vote of 67% of the votes which members present in person or by proxy are entitled to cast. Thirty days advance written notice to members is required for Bylaws changes. Changes in the Declaration shall be pursuant to the procedures set forth therein.

ARTICLE XIV. MISCELLANEOUS

The fiscal year of the Association shall be the calendar year.


By John Caleb Venable, SR., President of the Association

July 31, 2008
Effective Date of Adoption

EXHIBIT F

MANAGEMENT CERTIFICATE

Commencement for Condominium Project

The undersigned Manager or management company gives notice that it has commenced management of the Association named below.

1. Exact name of owners' association: AMITY CONDO BUILDING, CONDOMINIUM OWNERS ASSOCIATION, INC.
2. Name of project or subdivision: AMITY CONDO BUILDING
3. Address of project: 300 W. 26th Street, Bryan, Texas 77803
4. Exact name of declaration of covenants, conditions and restrictions: Declaration of Covenants, Conditions, and Restrictions for AMITY CONDO BUILDING, A Condominium
5. Declaration recording data: Instrument No. _____, Official Records, Brazos County, Texas
6. Name of managing agent:
7. Mailing address of managing agent:
8. Person to contact in management company:
9. Managing agent's telephone: (979) 224-3036

This certificate is filed of record in the county where the above described project is located. It shall be valid until a management certificate is filed by another management company for the Association or until a termination of this management certificate is filed of record, whichever is sooner.

WESTFIELD DEVELOPMENT, LLC, a Texas Limited Liability Company


By: LAWRENCE F. GUSEMAN, III, Managing Member


By: JOHN CALEB VENABLE, SR., Managing Member

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on 5th SEPTEMBER, 2018, by LAWRENCE F. GUSEMAN, III, Managing Member of WESTFIELD DEVELOPMENT, LLC, a Texas Limited Liability Company, on behalf of said company.





Notary Public for the State of Texas

EXHIBIT G

CONSENT OF DECLARANT'S MORTGAGEE

The undersigned financial institution, being the owner and holder of an existing mortgage lien upon and against the land and property described as the property in the Declaration of Covenants, Conditions and Restrictions for AMITY CONDO BUILDING, A Condominium executed by WESTFIELD DEVELOPMENT, LLC, a Texas Limited Liability Company, as Declarant, as to the property located at 100 W. 26th Street, Bryan, Texas, 77803 hereby consents to the Declaration and to the recording of same for submission of said property to a Condominium Regime pursuant to the Texas Uniform Condominium Act.

This consent shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof.

Lienholder:

Extraco Bank

By: *Steve Mobley*
Name: Steve Mobley
Title: City President

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on August 8th 2018, by Steve Mobley, as City President of Extraco Bank, a _____, on behalf of said _____.

Pat Cearley
Notary Public for the State of Texas

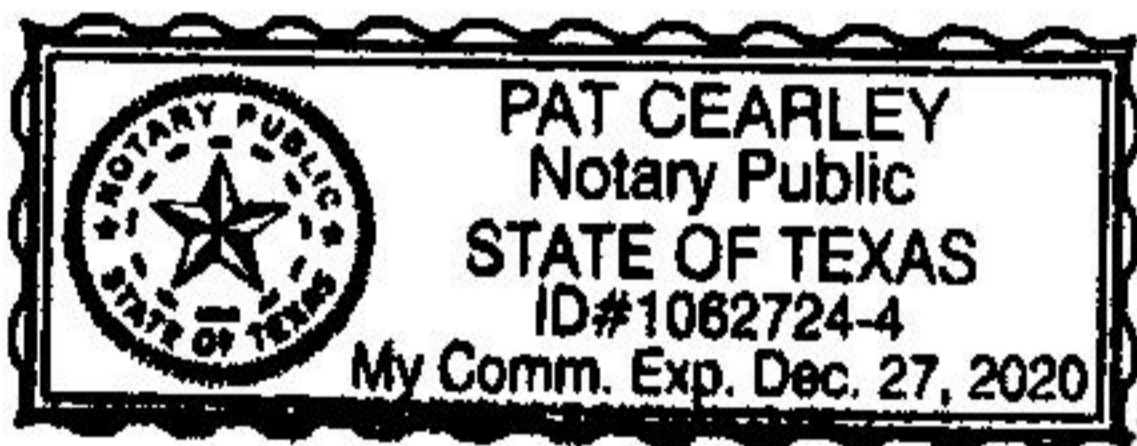


EXHIBIT H

RULES AND REGULATIONS AMITY CONDO BUILDING

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POLICIES FOR AMITY CONDO BUILDING, A CONDOMINIUM

POLICIES IN GENERAL. Our Owners Association has adopted the following rules to help maximize enjoyment, maintain values, and assure the continued aesthetic beauty of our community. The rules apply to all Owners and their families, tenants, and guests. The rules are automatically a part of each lease (even if they are not attached), and each Owner is responsible for making sure Owner's tenants have a copy of the rules and follow them. You are encouraged to ask your neighbors to follow the rules.

COMMUNICATIONS. Please direct any repair requests, complaints, or rule violations to:

Attn: Caleb Venable
302 W. 26th St.
Bryan, TX 77803
Telephone: (979) 224-3036
Email: calebvenable@gmail.com

To avoid delay and telephone tag problems, you are encouraged to put your suggestions or complaints in the "Requests and Suggestions" box by the mailboxes.

ENFORCEMENT. The rules will be strictly enforced. If the rules are violated by any occupant or guest of the Owner's Unit, the Owner will be responsible for corrective action, damages, and fines.

[Note to new Owners: The following policies are partly from the Declaration and partly adopted by action of the Board of Directors. All Declaration provisions apply – even if not set forth below. Except for provisions of these policies that come from the Declaration, the policies may be changed or added to by the Board.]

POICIES APPLICABLE TO ALL OWNERS, OCCURANTS, AND GUESTS

1. **Security, Safety, and Lighting.** Neither the Association nor the Association's management company provides or warrants security. Each occupant is responsible for the security of himself and his family and guests. Each Unit has (a) keyless deadbolts on all entry doors, (b) keyed deadbolts on all entry doors, (c) pin locks on all sliding glass doors, and (d) door viewers on all exterior doors. Consult management regarding your statutory security device obligations as a landlord if you ever rent your Unit. These locks provide added protection for occupants while inside the Unit.

Occupants are requested to report Common Area lighting problems or hazardous conditions immediately to the Association's management company representative. The Association cannot and does not check exterior lighting on a daily basis. Unit occupants must assume that electronic or mechanical devices may malfunction from time to time.

2. **Storage of Property on Private Patios or Balconies.** No items may be stored temporarily or permanently on private patios or balconies which can be viewed from Common Areas without the prior approval of the Board or the Manager.

3. **Storage of Property in Common Areas.** No property may be stored temporarily or permanently on sidewalks, balcony walkways, stair landings, parking lots, or other Common Areas without the prior approval of the Board or the Manager. Management company employees and service personnel, Board members and persons designated by them may remove and throw away any property stored in violation of this rule.

4. **Property Inside Units.** The Association has the right and the responsibility to control the visual attractiveness of the Property, including the right to require removal of objects which are visible from the Common Areas and which detract from the Property's appearance. Blinds and drapes must be in good repair, hung properly, and comply with Rule 6 regarding color and materials. Storage of boxes and personal property in garages is prohibited if such storage prevents the parking of the Owner's or occupant's vehicle(s) in the garage.

5. **Trash.** Garbage, rubbish or cuttings shall not be left or deposited, even temporarily, on any Common Areas or patios. Trash must be stored inside the unit or in the alley in a city provided receptacle.

6. **Window Coverings.** Exterior window coverings must be solid color fabric roller shades and approved by the Architectural Control Committee. All exterior awnings must be approved by the Architectural Control Committee prior to being placed on buildings.

7. **Signs.** All signs must comply with the City of Bryan Downtown exterior signage regulations. All signs must be submitted to the Architectural Control Committee for approval prior to installation. All signs must be lit by the Association supplied exterior light fixtures, which is paid for and tied into each unit's electrical meter. Said sign must be lit from dusk until 1 AM.

"For sale" or "for rent" signs and all other signs are prohibited and may not be exhibited anywhere in the Project, including from the interiors of the Units, except at a location approved by the Board. Board members and management company representatives may enter without prior notice, and remove and throw away such signs. The policy regarding signs is subject to exceptions for the Declarant (developer) under the Declaration.

8. **Mailboxes.** The Board of Directors has the exclusive right to designate the type, size and location, and signage on mailboxes. Names on the outside of mailboxes are not allowed and may be removed by management without prior notice because publicly identifying names with a particular Unit increases the risk of crime for occupants of the Unit.

9. **Nuisances.** No unsafe, noxious, offensive, or illegal activity, or odor is permitted on the Project. No activity shall be conducted on the Property which in the judgment of the Board of Directors might reasonably be considered as annoying to persons of ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the property for business. No exterior loudspeakers or flashing lights shall be allowed. No person may do anything that will increase insurance rates for the Project without the prior written consent of the Board or which may cause such improvements to be uninsurable or which may cause any policy to be canceled, or suspended or materially modified by the issuing company.

10. **Antennas.** No exposed exterior television or radio antennas or satellite dishes may be installed anywhere on the Property unless otherwise required by applicable law and then only in strict accordance with rules and regulations promulgated by the Board.

11. **Vehicle Repair.** [INTENTIONALLY DELETED]

12. **Parking.** As the Condominiums have no parking spaces, all parking shall be in conformity with the City of Bryan Ordinance.

13. **Anti-Theft Alarms.** Owners and occupants who have vehicles with anti-theft systems shall not allow the alarms or horns to go off and disturb other persons in the Project for more than three minutes; and any vehicle violating the three-minute rule shall be deemed to be illegally parked and subject to immediate towing, without prior notice to the vehicle owner or operator, by the Association under the Texas towing statutes. The Association may, without liability to the owner or operator of the vehicle, cut or disconnect any power source to such alarm or horn to avoid having to tow the vehicle.

14. **Towing Illegally Parked Vehicles.** Vehicles parked in violation of these rules may be removed and stored without permission of the vehicle's owner or operator. Notice and removal shall be in accordance with Chapter 684 of the Texas Transportation Code. A Unit Owner is liable for all costs of towing illegally parked vehicles of the Unit Owner, Owner's family, guests or tenants.

15. **Pest Control.** The Association does not have responsibilities for pest control inside Unit. However, the Association shall have the right to enter and exterminate an Owner's Unit, at the Owner's expense, if the Owner's failure to control pests inside Owner's Unit is adversely affecting other units.

16. **Criminal Activity.** While on the Project, no person may violate any criminal laws, health codes or other applicable laws. No tampering with water, lighting, sprinklers is allowed.

17. **Utilities and Leaks.** Each Owner shall be responsible for promptly fixing leaks in all plumbing lines and, plumbing fixtures, inside Owner's Unit. A Unit Owner will be responsible for paying for damages and repairs necessitated by water leaks from Owner's Unit to adjacent Units. If the Association deems it necessary to repair any of these items inside an Owner's Unit, the Owner shall reimburse the Association for the cost of repair, plus 33% for administrative overhead.

18. **Utility Cutoff for Delinquencies.** The Board of Directors may suspend water service to the Owner's Unit if (1) the Owner is more than 45 days delinquent on any sums due the Association, (2) notice of the Association's intent to cut off the water is mailed to the Unit Owner at such Owner's last known address, certified mail, return receipt requested, and (3) the Owner has 30 days to appeal to the Board for a hearing on the Board's decision to terminate utilities. Association representatives will then try to contact the Owner by phone to warn him of utility termination of water service. The Board will consider a Unit Owner's written statement of extenuating circumstances of why water service should not be disconnected, or why water service should be reconnected. Entry into the interior of such Unit for such purpose is not authorized. The Association may charge the Unit Owner a disconnect fee of \$50 and a reconnect fee of \$100. The Association shall have the right to inform all tenants of the existence of this

rule and send notices to Unit Owners and their tenants of the Board's intent to enforce the rule. The Board may also notify the Unit Owners and their tenants when the water has in fact been cut off.

19. **Eviction of Tenants.** Under the Declaration, the Association has the right to evict an Owner's tenant who substantially or repeatedly violates the Association's Rules and Regulations.

20. **Building Modifications.** No Owner may construct, alter, modify, landscape, trim, or otherwise perform any work whatever to the exterior of the Building, without the prior written approval of the plans therefor by the Board of Directors. No exterior awning, shades, railings, or additional lighting may be installed.

POLICIES APPLICABLE PRIMARILY TO OWNERS

21. **Leases.** Leasing of units is allowed only if: (i) all leases are in writing and are subject to the provisions of the Declaration and Rules and Regulations, (ii) a copy of the then-current Rules and Regulations are provided to an Owner's tenant by the Owner at the beginning of the lease term, (iii) the Unit is leased for residential purposes with the approval of the Association.

22. **Leasing of Units by Management Company.** The Association's management company may, with authority and compensation from a Unit Owner, lease, manage, and/or sell an Owner's Unit. In doing so, the Management Company does not represent or act for the Association. The management company is not paid by the Association to lease, manage, or sell individual Units for the Owners.

23. **Fines.** The Board may levy reasonable fines on Unit Owners for violating the Declaration or Rules. A minimum fine for each violation shall be \$100. Each day of violation may be deemed a separate violation by the Board. Fines may be assessed only if the Unit Owner is notified of the nature and approximate date of the violation and the amount of the fine. Any Unit Owner and/or Owner's family, guest or tenant who has been fined may appeal the fine and appear before the Board to ask that the fine be dropped and to explain why. In order to appeal a fine, the Owner must request such appeal in writing within 30 days of management's mailing of the fine notice to the Owner. There must be notice of the alleged infraction and fine to the Owner no later than 30 days from the alleged infraction.

24. **Late Charges.** The charge for late payment of monies to the Association shall be a one-time \$15 charge to cover the administrative costs, hassle, and overhead of collection (excluding attorney's fees). After the due date, interest shall run on unpaid sums due the Association at the rate of 18% per year compounded annually.

25. **Hot Checks.** The charge for a returned check is \$25 plus bank charges incurred by the Association.

26. **Board Access to Units.** The Association and Managing Agent shall have the right to enter an Owner's Unit for purposes of (1) inspection and (2) protection of property rights and quiet enjoyment of other Owners. The Association may request but not require Owners to furnish the Association with entry keys to their Units for such purposes. If the Unit is unoccupied at the time such entry is needed for such purposes, a locksmith may be used for gaining entry except in case of extreme emergency such as a fire. Emergency utility leaks may be repaired by the Association at the Owner's expense without prior notice. If the Unit is vacant and for sale or lease, the Unit Owner shall furnish a key to the Unit in a sealed envelope to the Association until it is sold or leased.

27. **Fees for Special Services.** Fees chargeable to Owners for special services (such as furnishing resale certificates, eligibility certificates, copies of declarations, copies of information sent to mortgagees, copies of accounting records, etc.) shall be set by the Board from time to time.



VG-267-2018-1340185

Brazos County
Karen McQueen
County Clerk

Instrument Number: 1340185
Volume: 14901
Real Property Recordings

Recorded On: September 05, 2018 10:49 AM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$270.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

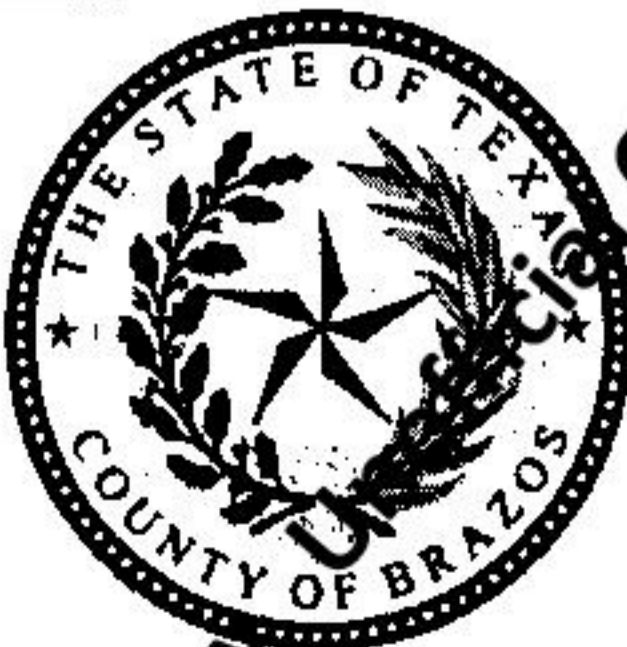
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 1340185
Receipt Number: 2018090500048
Recorded Date/Time: September 05, 2018 10:49 AM
User: Paulina
Station: CC ERK06

Record and Return To:

J FRED BAYLISS
3000 BRIARCREST DR STE 302
BRYAN TX 77802-3000



STATE OF TEXAS
COUNTY OF BRAZOS

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.

Karen McQueen
County Clerk
Brazos County, TX