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Declaration of Condominium Regime for 809 Mariposa Condominium

STATE OF TEXAS
COUNTY OF TRAVIS

This Declaration is made as of the date of execution indicated below, by 809 Mariposa Holdings, a series of Urban ATX Development, LLC a Texas limited liability company ("Declarant"), whose mailing address is 1705 Deerfield Drive, Austin, Texas 78741.

Recitals

1. Declarant is the owner of all of the real property, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property that is located at 809 Mariposa Drive, Austin, Texas 78704, in Travis County (the "Property"), more particularly described in Exhibit A, which is attached and incorporated by reference.
2. The Property constitutes a condominium project (the "Project") within the meaning of TUCA. The formal name of the Project is "809 Mariposa Condominium."
3. Declarant intends and desires to establish by this Declaration a plan of ownership for the Project. The plan consists of individual ownership of residential condominium units (the "Units"), and an interest in the real property on which the Units are located. The Project shall be divided into no more than Two (2) Units.
4. The Declarant intends to impose on the Project mutually beneficial restrictions for the benefit of all Units and the persons who own those Units (the "Owners"). The Declarant further intends, in accordance with the terms set forth herein, that the Owners will govern the Project by means of an organization of Owners (herein the "Association"), as more particularly set forth herein. The formal name of the Association is the "809 Mariposa Condominium Owners Association."
5. For the purpose of requesting exemption from Texas Franchise Tax pursuant to Section 171.082 of the Texas Tax Code, the Association must be a nonprofit corporation organized and operated primarily to obtain, manage, construct and maintain the property in or of a residential condominium that is legally restricted for use as residences.
6. The Units and other areas of the Project are more particularly described in Exhibit B, which are attached and incorporated by reference. The Owners each have an undivided interest in the remaining property of the Project (referred to as the "Common Elements"), which is also more particularly described in Exhibit B. Exhibit B sets forth the allocation to each Unit of (a) each Unit's percentage of undivided interests in the Common Elements of the Condominium, (b) each Unit's percentage allocation of the

Common Expenses of the Association, (c) each Unit's allocation of votes in the Association, (d) each Unit's allocation of Property Taxes assessed against the property in its entirety, (e) each Unit's allocation of remaining impervious cover, building coverage and building size.

7. Therefore, the Declarant declares that the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division of the Property into Units, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project and every part of the Project. All of the covenants, conditions, and restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in or any part of the Property and shall be for the benefit of each owner of the Project or any interest in the Project and shall inure to the benefit of and be binding on each successor in the interest of the Owners.

ARTICLE 1. DEFINITIONS

1.01 "Association" shall mean the 809 Mariposa Condominium Owners Association, a non-profit corporation organized under the Texas Business Organizations Code for the management of the Project, the membership of which consists of all of the Owners in the Project.

1.02 "Board" shall mean the Board of Members of the Association.

1.03 "Bylaws" shall mean the Bylaws of the Association and amendments to the Bylaws that are or shall be adopted by the Board.

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

1.05 "Common Elements" shall mean all elements of the Project except the separately owned Units and includes both General and Limited Common Elements.

1.06 "Common Expenses" shall mean and includes:

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

(b) all reasonable expenses arising from or associated with any utility service installations that are located on the Property and serve both Units;

(c) all reasonable expenses arising from the master insurance policy as described in 3.08 below; and

(d) all other reasonable expenses declared to be Common Expenses by provisions of this Declaration or by the other Governing Instruments.

1.07 "Condominium" shall mean 809 Mariposa Condominium.

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

1.09 "Declarant Control Period" shall be defined as either (i) two (2) years after Declarant has conveyed fifty (50)

percent of the Units in the Project to Owners other than Declarant; or (ii) until Declarant conveys both Units, whichever occurs first.

1.10 "Declaration" shall mean this Declaration of Condominium Regime for 809 Mariposa Condominium and all that it contains.

1.11 "General Common Elements" shall mean all the Common Elements except the Limited Common Elements, including the land on which the Units are erected.

1.12 "Governing Instruments" shall mean the Declaration, the Certificate of Formation, Bylaws of the Association and Rules of the Association.

1.13 "Limited Common Elements" shall mean the Common Elements allocated for the exclusive use of one or more but less than all of the Units.

1.14 "Majority" shall mean fifty-one percent (51%).

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

1.16 "Owner(s)" shall mean any person that owns a Unit within the Project.

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

1.18 "Project" shall mean the entire parcel, or the Property described in Exhibit A, including the land, all improvements and structures on the Property, and all easements, rights, and appurtenances belonging to the Property that are divided or are to be divided into Units to be owned and operated as a Condominium. The Project shall be divided into no more than Two (2) Units.

1.19 "Rules" shall mean and refer to the Rules and Regulations for the Project adopted by the Board pursuant to this Declaration.

1.20 "Unit" shall mean an individual condominium unit, as described below in Section 2.02. Each Unit shall consist of all improvements within the allocated areas, which are shown on the survey of the Property attached hereto as Exhibit D.

ARTICLE 2. THE PROPERTY

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

2.02 Exclusive Ownership and Possession; Description of Unit. Each Owner shall be entitled to the exclusive ownership and possession of the Owner's Unit, as further set forth in Exhibit D. Any Unit may be jointly or commonly owned by more than one Person. No Unit may be subdivided.

(a) The boundaries of each Unit shall be:

- i) The Lower Boundary shall be the horizontal plane corresponding to the finished grade of the land within the Unit as described and defined on Exhibit D.
- ii) The Upper Boundary shall be the horizontal plane parallel to and fifty feet (50') above the lower boundary of the Unit.
- iii) The Lateral Boundaries shall be a plane located on each side of the Unit perpendicular to the lower and

upper planes, extending from the lower boundary to the upper boundary of the Unit. The location of the lateral boundaries are shown on Exhibit D.

2.03 Changes to a Unit or Limited Common Elements. After the expiration of the Declarant Control Period, each Unit Owner shall have the exclusive right and shall be entitled to make the following changes to his or her Unit or Limited Common Elements:

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

2.04 Allocation of Remaining Impervious Cover, Building Coverage and Building Size. The Unit Owners understand that the total amount of impervious cover, building coverage and building size on the Property may be limited by the city or county ordinances and regulations in place at the time of permitting, and that the total percentage of allowable impervious cover, building coverage and/or building size may increase or decrease over time. Therefore, the total amount of impervious cover, building coverage, and/or building size allowed on the Property under city or county ordinances at any time in excess of the amount of impervious cover, building coverage, and/or building size reflected on the Plat attached as Exhibit D (the "Allocated Remaining Coverage and Size"), if any, is hereby allocated as shown in Exhibit B. Each Unit shall be allowed to utilize up to the above percentages of Allocated Remaining Coverage and Size of the total allowed remaining impervious cover, building coverage, and/or building size at the time of any permitting relating to alterations, additions, improvements and/or construction to a Unit or Unit's Limited Common Elements by a Unit Owner, provided that any such alteration, addition, improvement and/or construction shall be subject to the terms, conditions and approvals as provided in Section 2.03 above.

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

2.06 Exclusive Use of Limited Common Elements. Each Owner shall be entitled to the exclusive use of the Common Elements designated as Limited Common Elements and assigned to the Owner's Unit, as further set forth in Exhibits B and D, if any.

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

the consent of all mortgagees must be obtained.

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

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

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

2.11 Allocation of Reserved General Common Elements. As indicated on the Exhibit D, all of the Common Elements have been allocated as either General Common Elements or Limited Common Elements to a Unit. Therefore, there are currently no reserved General Common Elements, and no portion of the Condominium is reserved or may be further allocated as Limited Common Elements.

ARTICLE 3. UNIT OWNERS' ASSOCIATION

3.01 Association. The Association, organized as a nonprofit corporation under the Texas Business Organizations Code, is charged with the duties and invested with the powers prescribed by law and set forth in this Declaration and in the Association's Certificate of Formation and Bylaws.

3.02 Membership. Membership in the Association is automatically granted to the Owner or Owners of each Unit in the Project. On the transfer of title to any Unit, the membership of the transferor automatically ceases and each new Owner becomes a member.

3.03 Voting Rights. Voting in the Association shall be on a per Unit basis and each unit shall be entitled to the allocation of votes as shown on Exhibit B.

3.04 Membership Meetings. Meetings of the Members shall be called, held, and conducted in accordance with the requirements and procedure set forth in the Bylaws.

3.05 General Powers and Authority. The affairs of the Condominium shall be managed and administered by the Association. The Association shall have all of the rights, powers and duties established by the TUCA, as well as the powers of a nonprofit corporation established under Texas law, subject only to the limitations contained in this Declaration and in the other Governing Instruments. The Association shall have the right, power, and obligation to provide for the maintenance, repair and replacement of the General Common Elements, if any, to the degree and in the manner as provided in the Texas Property Code, except as and to the extent otherwise provided in this Declaration and the other Governing Instruments. The Association shall not be responsible for the maintenance, repair and replacement of the Units or the Limited Common Elements allocated to a Unit, or for any maintenance

obligations of the Unit Owners as provided herein. The Association may perform all acts that may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by this Declaration. The powers of the Association shall include, but are not limited to, the following:

- (a) The power to establish, fix, and levy assessments against Owners in accordance with the procedures and subject to the limitations set forth in this Declaration and the Governing Instruments.
- (b) The right to discipline Owners for violation of any of the provisions of the Governing Instruments or Association Rules by suspension of the violator's voting rights or privileges for use of the Common Elements or by imposition of monetary penalties, subject to the following limitations:
 - i) The accused Owner must be given written notice of the violation or property damage, stating the amount of any proposed fine or damage charge and that the Owner may request a written hearing before the Board within thirty (30) days of the notice.
 - ii) The accused Owner must be given a reasonable time, by a date specified in the notice, to cure the violation and avoid the fine, unless the Owner was given notice and reasonable opportunity to cure a similar violation within the preceding twelve (12) months.
 - iii) The accused Owner must be given written notice of a levied fine or damage charge within thirty (30) days after the date of levy.
 - iv) Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Owner's violation.

3.06 Board of Members and Officers of the Association. The affairs of the Association shall be managed by a Board of Members. If the Board of Members elects to have a Board of Directors, the Unit Owners shall elect a board of at least three members who need not be Unit Owners. Provisions regulating the number, term, qualifications, manner of election, and conduct and meetings of the members of the Board of Members shall be set forth in the Bylaws of the Association. The Board of Members shall appoint officers, who shall include a President, Secretary/Treasurer, and such other officers as the Board may deem proper. Provisions regulating the numbers, term, qualifications, manner of election, powers and duties of the officers shall be set forth in the Bylaws of the Association.

3.07 Consent of Board of Members. Any provisions herein requiring the consent of the Board require the Majority consent of the Board, unless set forth specifically otherwise in the Declaration or Governing Instruments.

3.08 Duties of the Association. In addition to the duties delegated to the Association or its agents and employees elsewhere in these Governing Instruments, the Association shall be responsible for the following:

- (a) Operation and maintenance of any General Common Elements. This duty shall include, but shall not be limited to, maintenance, repair and landscaping of any General Common Elements, as the Board shall determine are necessary and proper. In the event that there are no General Common Elements, the Association shall have no duty under this provision.
- (b) Acquisition of and payment from the maintenance fund for the following:
 - i) Each Unit shall be responsible for reimbursing the Association for the cost of any water, sewage, garbage, gas, or other utility service incurred as a result of usage in a Unit or on the Limited Common Elements assigned to a Unit, if the Association is billed for any such service.
 - ii) Each Unit shall be responsible for reimbursing the Association for their portion of the cost of any Common Expense defined as such herein, or otherwise approved as such.

(c) A policy or policies of property insurance with extended coverage endorsement for the full insurable replacement value of the insurable Common Elements insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage, payable as provided in Article 6 of this Declaration, or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Owners and their mortgagees, as their respective interests may appear.

(d) As determined by the Board, a policy or policies insuring the Board, the officers of the Association, the Owners and/or the Association against any liability to the public or to the Owners and their tenants and invitees, incident to the ownership and/or use of the Project, including but not limited to a commercial general liability insurance policy, including medical payments insurance, in an amount not less than \$1,000,000.00 per occurrence, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements or Units, covering the Units, all Limited Common Elements, and all General Common Elements. The limits and coverage shall be reviewed at least annually by the Board and varied at its discretion. The policy or policies shall be issued on a comprehensive liability basis and shall provide under the policy or policies that a Unit Owner shall not be prejudiced as respects his, her or their action against another named insured.

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

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

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

- i) the name of the Condominium;
- ii) the name of the Association;
- iii) the location of the Condominium;
- iv) the recording data for the Declaration;
- v) the mailing address of the Association, or the name and mailing address of the person or entity managing the Association.

3.09 Property Taxes. As of January 1, 2022 the property was recognized and assessed by the Travis Central Appraisal District as Property ID 822196. This Declaration of Condominium Regime was filed after the start of the 2022 tax year, therefore the Travis Central Appraisal District will not assess the individual condominium units until January 1st of the following year. At that time, Property ID: 822196 will be discontinued and new property id's for each individual unit will be created. These new property id's will reflect the current owners at that time. If any Unit Owner fails to make timely payment of any property taxes for which he or she is obligated, that Unit Owner additionally has the responsibility and obligation to reimburse any third party, the Association or any other Owner who pays property taxes assessed to a Unit for a time period in which such Unit Owner owned the Unit, including but not limited to any penalties, late fees and/or interest assessed by a taxing authority. Each Units share of property taxes assessed against the common elements shall be as indicated in Exhibit B.

3.10 Declarant's Control Period. Declarant shall have the power to appoint and remove officers and members of the Board of Members during the Declarant Control Period, provided, however, that, should a formal Board of Directors be elected after Declarant's conveyance of fifty (50) percent of the Units to Owners other than Declarant, the Board members will be elected according to the voting rights set forth in Section 3.03.

3.11 Powers and Duties of the Board. The Board shall act in all instances on behalf of the Association, unless otherwise provided by the Declaration. The Board shall have all of the powers, authority and duties permitted pursuant to the Texas Property Code necessary and proper to manage the business and affairs of the Condominium, including specifically, but not limited to enforcement of the applicable provisions of this Declaration, the Bylaws, and any Rules of the Association.

3.12 Limitations on Powers of Board. Notwithstanding the powers set forth in Section of this Declaration, the Board shall be prohibited from taking any of the following actions except with the approval of a Majority of the voting power of the Association residing in the Owners:

(a) Entering into (i) a contract with a third person under which the third person will furnish goods or services for a term longer than one (1) year, except for a management contract approved by the Federal Housing Administration or Veteran's Administration; (ii) a contract with a public utility if the rates charged are regulated by the Public Utilities Commission, provided that the term shall not exceed the shortest term for which the utility will contract at the regulated rate; or (iii) prepaid casualty and/or liability insurance of not more than three (3) years duration, provided that the policy provides for short-rate cancellation by the insured.

(b) Paying compensation to Directors or to officers of the Association for services rendered in the conduct of the Association's business, provided, however, that the Board may cause a Director or officer to be reimbursed for expenses incurred in carrying out the business of the Association.

ARTICLE 4. ASSESSMENTS

4.01 Covenant to Pay. Each Owner by the acceptance of the deed to such Owner's Unit is deemed to covenant and agree to pay to the Association the Regular and Special Assessments levied pursuant to the provisions of this Declaration. All moneys collected shall be put into a maintenance and/or reserve fund to be used to defray expenses attributable to the ownership, operation, and maintenance of the Common Elements incurred by the Association. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Elements or by abandonment of the Owner's Unit.

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

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

(a) Assessments, liens, and charges in favor of the State of Texas and any political subdivisions of the State of Texas for taxes past due and unpaid on the Unit; and

(b) Amounts due under mortgage instruments duly recorded.

4.04 Lien and Foreclosure for Delinquent Assessments. The Association hereby has a lien on each Unit for any assessments attributable to that Unit. The Association is authorized to enforce the lien through any available remedy, including non-judicial foreclosure pursuant to Texas Property Code Section 51.002. The Owners expressly grant to the Association a power of sale, through a trustee designated in writing by the Association, in connection

with any such liens. The lien for the assessments provided for herein shall be subordinate to the lien of any prior recorded mortgage or mortgages granted or created by the Owner of any Condominium Unit to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Unit.

4.05 Regular Assessments. Regular Assessments shall be made in accordance with the following: Within sixty (60) days prior to the beginning of each calendar year, the Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements with adjustments to be made for any expected income and surplus from the prior years' fund. This estimated cash requirement shall be assessed to each Owner or Owners according to the allocation of common expenses for each unit as shown in Exhibit B. Each Owner is obligated to pay assessments to the Board annually or according to an installment plan as may be determined by a unanimous vote of the Board.

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

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

4.08 Dispute Regarding Repair and/or Maintenance. If the Owners cannot informally agree upon repair and/or maintenance issues, upon the written request of the Owner of either Unit, repair and/or maintenance issues shall be placed on the agenda of a special meeting of the Board. The special meeting shall be convened not less than fifteen (15) days after receipt of the written request for repair and/or maintenance. If the Board is not able to agree upon a course of action to resolve the repair and/or maintenance issues on its agenda, the Board shall authorize the Owners of each Unit to each retain a licensed professional inspection company to inspect the Unit or Units alleged to require repair and/or maintenance. If the two inspection companies cannot agree upon all repair and/or maintenance issues, they shall collectively name a third inspection company. The three company representatives shall then reach a consensus or Majority decision as to all repair and/or maintenance issues. When the inspection companies reach a decision, the Board shall immediately implement the decision, provided the Association has sufficient funds on hand to pay for required repair and/or maintenance, if such is not the responsibility of any Unit Owner(s). If there is found to be an Association expense, and if sufficient funds are not on hand, the Board shall approve a Special Assessment based on the estimate obtained under this provision to pay for the required repair and/or maintenance. If the required repair and/or maintenance is required to ensure the safety of the Owners and their invitees or to preserve a Unit or Units from immediate additional damage, the Special Assessment shall be due and payable not less than sixty (60) days from the date approved by the Board.

4.09 Conflict in Documents. If there is any conflict between the terms of this Section and any entity documents creating or regulating the Association or Project, the provisions of this Section shall control.

4.10 Commencement of Assessments. Regular Assessments shall commence on the first day of the month following the date of the closing of the first sale of a Unit in the Project.

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

ARTICLE 5. RESTRICTIONS AND COVENANTS

5.01 General Restrictions on Use. The right of an Owner and the Owner's guest to occupy or use the Owner's Unit or to use the Limited Common Elements assigned to that Unit is subject to the following restrictions, in addition to those in the Rules and Regulations:

(a) There shall be no obstruction of and nothing shall be stored in the General Common Elements, if any. Nothing shall be stored in the Limited Common Elements without the prior consent of the Board, except as expressly provided for in the Declaration or as follows: (1) items may be stored in designated storage areas, or (2) items may be stored in the Limited Common Elements if they are substantially behind fencing or an enclosure, so such stored items are substantially blocked from view from the street or the Limited Common Elements of the other Unit.

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

(c) No structure of a temporary character, trailer, shack, or other outbuilding shall be permitted on the Property at any time, temporarily or permanently, except with prior written consent of the Board; provided, however, any Unit Owner may install a storage shed in her or her Limited Common Elements in an area behind fencing and temporary structures may be erected for use in connection with the repair or rebuilding of the buildings or structures or any portion thereof.

(d) Nothing shall be substantially altered or constructed in or removed from the General Common Elements, if any, except by the written consent of the Board, except as otherwise specifically allowed in this Declaration.

(e) Nothing shall be constructed in the Limited Common Elements, except by the written consent of the Board, except as otherwise specifically allowed in this Declaration, or as expressly allowed as follows: storage sheds, additions of landscaping such as flowerbeds, planters, gardens, and planting of trees and bushes shall be expressly allowed to the extent that such landscaping does not substantially alter or substantially block any view from a window of the other Unit.

(f) Any alterations to the Units or Limited Common Elements reasonably visible from the street or other Units, including but not limited to alterations necessary for repairs or updating, shall be completed in a reasonable manner so that such alterations are substantially similar to the existing Unit or Limited Common Elements, except by the written consent of the Board and except as otherwise specifically allowed in this Declaration, with both Unit Owners understanding that reasonable alterations from the existing Unit and Limited Common Elements will likely be necessary when replacing or repairing trees, fencing, and other portions of the Unit or Limited Common Elements.

(g) No Unit shall be allowed to substantially change the exterior paint color of the Units, without the written consent of the other Unit Owner.

5.02 Maintenance of Unit and Limited Common Elements.

(a) Each Unit Owner shall, at the Owner's sole cost and expense, reasonably maintain, repair and replace his or her Unit, and the Limited Common Elements assigned to the Unit so as to keep it in good condition and repair, including, but not limited to, all fixtures, appliances, equipment, pipes, lines, wires, computer cables, cable wires, and conduits used in the production, heating, cooling and/or transmission of air, gas, water, electricity, communications, waste, water, sewage, and audio and video signals that serve only or are a part of the Unit Owner's Unit, and all interior and exterior walls, the roof, foundation and structural components of the Unit in a clean, safe and good condition. Without limitation on the generality of the foregoing, a Unit Owner shall reasonably maintain and keep in good repair any fire or smoke alarms or security system, the

electrical and plumbing lines, the air conditioning compressor, fans, ductwork, heating unit and cooling coils, utilized in and for the Unit, as well as other fixtures appurtenant to such Unit which are situated within or installed into or on the Unit or Limited Common Element such as an air conditioning compressor, together with all pipes, wiring, ducts and other equipment appurtenant thereto.

(b) A Unit Owner shall be obligated to reasonably repair and replace promptly any broken or cracked exterior windows, doors, or glass forming a boundary of such Unit, subject to the other Unit Owner's right to control the exterior finish and color.

(c) Pipe leaks which are due to breaks, faulty connections, freeze damage, overflows, nails, or protrusions into pipes or appliances which exclusively serve the Unit Owner's Unit and which are the maintenance responsibility of the Unit Owner shall be repaired by the Unit Owner, unless such damage was caused by another Unit Owner or an agent of such Unit Owner and then the maintenance responsibility shall be the responsible Unit Owner. Such Unit Owner shall be responsible for any reasonable damages and reasonable cost of repairs to other Units or Common Elements due to such leaks.

(d) Each Owner shall be reasonably responsible for eliminating any insects, termites, vermin, rodents, squirrels, birds or other animals (excluding pets) from his or her Unit, and for repairing any damage caused by such insects or animals.

(e) Notwithstanding anything to the contrary contained in herein, a Unit Owner when exercising his right and responsibility of repair, maintenance, replacement, or remodeling shall use reasonable efforts to substantially maintain the exterior appearance of the Condominium, Unit, or a Limited Common Element without the consent of the Board or other Unit Owner as required herein. Each Owner shall also reasonably maintain, repair and replace the Limited Common Elements associated with his or her Unit, and those portions of the Common Elements subject to an exclusive easement appurtenant to his or her Unit.

(f) The Association shall reasonably maintain, repair and replace all portions of any General Common Elements, and items or improvements defined herein as Common Expenses, unless otherwise determined by the Board.

(g) In such cases where utilities, equipment, sewer lines, water lines, or other utility infrastructure passes through a Unit, or a Unit's Limited Common Elements, but serves another Unit, each Owner shall allow access, not to be unreasonably withheld, in order to allow the other Owner access to utilities, equipment, sewer lines, water lines, or other utility infrastructure, in order that such utility infrastructure can be repaired and/or serviced. When such access is granted, the other Unit Owner shall use reasonable efforts to not substantially alter the Unit or Unit's Limited Common Elements to which access is granted.

5.03 Unit Owner's Failure to Maintain. In the event a Unit Owner fails to reasonably maintain such Unit Owner's Unit or the Limited Common Elements allocated to his or her Unit in accordance with Section 5.02 above or fails to reasonably repair any damage for which the Unit Owner is responsible under Section 5.04 below, and such maintenance and/or repair is reasonably necessary to preserve another Unit, the other Unit Owner may enter any Unit or Limited Common Element as may be reasonably necessary after giving at least three (3) days prior written notice to the Unit Owner and occupant of the Unit, to perform such maintenance, repair or replacement, and the expense incurred by that Unit Owner in connection with such maintenance and repair work conducted thereon shall be a personal obligation of the Unit Owner of the affected Unit, shall constitute a lien upon such Unit, and shall be enforced in the same manner and to the same extent as provided under Texas Property Code Section 82.113.

5.04 Damage Liability. Each Owner shall be liable to the Association for all damage to the Common Elements or to other Association property that is sustained by reason of the negligence or willful misconduct of that Owner or

the Owner's family, guests, or tenants.

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

ARTICLE 6. DAMAGE OR DESTRUCTION

6.01 Insurance Requirement.

- (a) The master insurance policy pursuant to Paragraph 3.08 must provide that:
- i) Each Unit Owner is an insured person under the policy with respect to liability arising out of the person's ownership of an undivided interest in the Common Elements or membership in the Association;
 - ii) The insurer waives its right to subrogation under the policy against a Unit Owner;
 - iii) No act or omission of a Unit Owner, unless within the scope of the Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
 - iv) If at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association's policy provides primary insurance.

6.02 Application of Master Insurance Policy Proceeds.

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

(b) If the Owners so vote as to not rebuild any Unit, that Unit's allocated interests as set forth in Exhibit B shall be automatically reallocated to the other Unit, and the Association shall prepare, execute, and record an amendment to Exhibit B of the Declaration reflecting the reallocation. If the entire Project is not repaired or replaced and unless otherwise unanimously agreed to by the Owners, the master insurance proceeds, if any, shall be delivered pro rata to the Owners or their mortgagees, as their interest may appear, in accordance with the percentages or fractions set forth in Exhibit B of this Declaration.

(c) **Insufficient Insurance Proceeds.** When reconstruction is required by the terms of Section 6.02 of this Declaration, but the master insurance proceeds are insufficient to cover the cost of reconstruction, the costs in excess of the master insurance proceeds and reserves shall be considered a Common Expense (pro-rated by costs per Unit to rebuild) that is subject to the Association's lien rights.

(d) **Obtaining Bids for Reconstruction.** If the Project is damaged by fire or any other disaster, the Board shall obtain firm bids, including the obligation to obtain a performance bond, from two or more responsible contractors to rebuild the Project in accordance with its original plans and specifications. The Board shall also, as soon as possible after obtaining the bids, call a special meeting of the Owners to consider the bids. If the Board fails to do so within sixty (60) days after the causality occurs, any Owner may obtain bids and call and conduct a meeting. At such meeting, the Owners may, by a vote of not less than fifty (50) percent of the votes present, elect to reject all of the bids, or, by not less than fifty (50) percent of the votes present, elect to reject all the bids requiring amounts more than five hundred dollars (\$500) in excess of available insurance proceeds. If all bids are rejected, the Board shall obtain additional bids for presentation to the Owners. Failure to reject all bids shall authorize the Board to accept the unrejected bid it considers most favorable.

ARTICLE 7. RIGHTS TO BENEFICIARIES UNDER DEEDS OF TRUST

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

(a) Should any of the Association's Governing Instruments provide for a "right of first refusal," such right shall not impair the rights of a beneficiary under a first lien deed of trust to the following:

- i) To exercise the power of sale, foreclosure, or take title to a Unit pursuant to the remedies provided in the deed of trust.
- ii) To accept a deed or assignment in lieu of sale or foreclosure in the event of default by a granter.
- iii) To interfere with a subsequent sale or lease of a Unit so acquired by the beneficiary.

(b) A beneficiary under a first lien deed of trust is entitled, on request, to written notification from the Association of any default in the performance by the granter of any obligation under the Association's Governing Instruments that is not cured within sixty (60) days.

(c) A beneficiary under a first lien deed of trust is entitled, within ten (10) days, to written notification from the Association of any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;

(d) A beneficiary under a first lien deed of trust is entitled, within ten (10) days, to written notification from the Association of a lapse, cancellation, or material modification of any insurance policy maintained by the owners' association; and

(e) A beneficiary under a first lien deed of trust is entitled, on request, to written notification from the Association of any proposed action that requires the consent of a specified percentage of mortgagees.

(f) Any beneficiary under a first lien deed of trust who obtains title to a Unit pursuant to the remedies provided in the deed of trust will not be liable for such Unit's unpaid assessments that accrue prior to the acquisition of title to the Unit by the beneficiary.

(g) Unless fifty-one percent (51%) of the beneficiaries under the first deeds of trust (based on one (1) vote for each first deed of trust owned) or Owners other than Declarant give their prior written approval, the Association shall not be entitled to the following:

- i) By act or omission, to seek to abandon or terminate the Project.
- ii) To change the pro rata interest or obligations of any individual Unit for the purpose of:

- a) Levying assessments or charges.
 - b) Allocating distributions of hazard insurance proceeds or condemnation awards.
 - c) Determining the pro rata share of ownership of each Unit in the common Elements and in the improvements in the Common elements.
- iii) To partition or subdivide any Unit.
- iv) By act or omission, to seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements. The granting of easements for utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause.
- v) In case of loss to a Unit and/or Common Elements of the Project, to use hazard insurance proceeds for losses to any Project property (whether to Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such property, except as provided by statute.
- (h) All taxes, assessments, and charges that may become liens prior to the first mortgage under local law shall relate only to the individual Units and not to the Project as a whole.
- (i) No provision of the Governing Instruments of the Association gives any Owner, or any other party, priority over any rights of a beneficiary under a first lien deed of trust to a Unit pursuant to its deed of trust in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Units and/or the Common Elements or portions of the Common Elements.
- (j) Association assessments shall be large enough to provide for an adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis. The reserve fund will be funded through the regular monthly assessments rather than by special assessments.

ARTICLE 8. GENERAL PROVISIONS

8.01 Amendment.

- (a) This Declaration may be amended only at a meeting of the Unit Owners at which the amendment is approved by the holders of at least sixty-seven (67) percent of the ownership interests in the Project.
- (b) An amendment of the Declaration may not alter or destroy a Unit or a Limited Common Element without the consent of the affected Owner and the Owner's first lien mortgagee.
- (c) Any amendment shall be evidenced by a writing that is prepared, signed, and acknowledged by the President or other officer designated by the Board to certify amendments. The amendment shall be effective on filing in the office of the county clerk of Travis County, Texas.

8.02 Dispute Resolution.

- (a) Subject to the provisions hereof and the Texas Property Code, in the event of any controversy, dispute, claim, question or disagreement arising out of or relating to this Declaration, or the Governing Instruments of the Association, or the breach thereof, the parties to such controversy, dispute, claim, question or disagreement shall use their best efforts to settle such controversy, dispute, claim, question or disagreement. Towards that end, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interest, attempt to reach a just and equitable solution satisfactory to all parties.
- (b) To the extent allowed by the Texas Property Code and applicable Texas law, if the parties to any controversy, dispute, claim, question or disagreement do not reach a negotiated solution within a period of thirty (30) days after the dispute arises, then upon notice by any party to the other parties, such controversy, dispute, claim, question or disagreement shall be submitted to mediation before resort to binding arbitration.

The consent or approval of the Association, Board or Owners shall not be required to permit an Owner to require mediation and any subsequent arbitration.

(c) Any party shall initiate mediation, by notifying the other parties, in writing, of his or her intent to mediate a dispute. Such notification shall set forth the nature of the dispute, the amount involved, if any, and the remedy sought. The date that the written notice is received is the Notification Date. Mediation shall be held not later than thirty (30) days from the Notification Date. A Mediator shall be jointly agreed upon between the parties, within five (5) days of the Notification Date. If the parties are unable to agree upon a Mediator, then each party shall appoint a Mediator, and those Mediators will select a Mediator who shall mediate the dispute. The fees of the Mediator and all costs of Mediation shall be shared equally by the parties.

(d) If the parties are unable to resolve all of their disputes through mediation, then any and all remaining disputes shall immediately be submitted to arbitration. The parties shall proceed with arbitration under the rules and guidelines set forth by the American Arbitration Association. Any court with competent jurisdiction may enter any judgment resulting from arbitration. If the need for arbitration arises, any party shall initiate arbitration, by notifying the other parties, in writing, of his or her intent to arbitrate the dispute. Such notification shall set forth the nature of the dispute, the amount involved, if any, and the remedy sought. The date that the written notice is received by the other party is the Notification Date. Arbitration shall be held not later than thirty (30) days from the Notification Date. An arbitrator shall be jointly agreed upon by the parties, within five (5) days of the Notification Date. If the parties are unable to agree upon an arbitrator, then each party shall appoint an arbitrator, and those arbitrators will select an arbitrator who shall arbitrate the dispute. The arbitration award shall include a determination as to which party or parties should incur all or a portion of the cost of arbitration, and any related fees and expenses.

(e) Each Mediator and Arbitrator appointed hereunder shall be an unbiased, third party, with no personal interest in the outcome of the dispute.

(f) Each party shall continue performance of the Governing Instruments pending resolution of the dispute. Nothing herein shall be construed as limiting a party's right to seek injunctive relief to prevent a breach or anticipated breach of the Governing Instruments, pending a resolution of the controversy pursuant to the provisions of this Section.

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

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

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

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

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

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

8.09 Notices.

(a) Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given when delivered personally at the appropriate address, or seventy- two (72) hours after deposit in any United States post office box, postage prepaid, certified mail, return receipt requested, addressed to appropriate address.

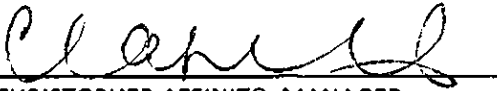
(b) Any notice to an owner required under this Declaration shall be addressed to the Owner at the last address for the Owner appearing in the records of the Association or, if there is none, at the address of the Owner's Unit in the Project. Notice to the Association shall be addressed to the address designated by the Association and by written notice to all Owners. Notices to the Manager shall be addressed to the address designated by the Manager, if any. Notices to Declarant shall be addressed to the address for Declarant set forth above.

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

{Signature Page to Follow}

EXECUTED FEBRUARY 23 2021 BY DECLARANT:

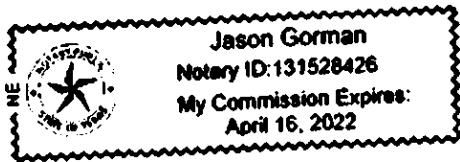
809 MARIPOSA HOLDINGS, A SERIES OF URBAN ATX DEVELOPMENT, LLC a Texas limited liability company

BY: 
CHRISTOPHER AFFINITO, MANAGER

BY: 
LEONARD BULLARD, MANAGER

STATE OF TEXAS §
COUNTY OF TRAVIS §

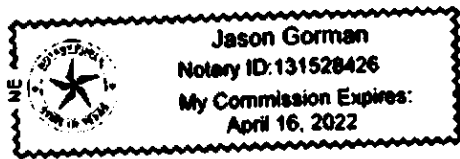
This instrument was acknowledged before me, the undersigned, a Notary Public, on February 23 2021 by Christopher Affinito, Manager of 809 Mariposa Holdings, a series of Urban ATX Development, LLC.




NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me, the undersigned, a Notary Public, on February 23 2021 by Leonard Bullard, Manager of 809 Mariposa Holdings, a series of Urban ATX Development, LLC.





NOTARY PUBLIC, STATE OF TEXAS

Exhibit A

Legal Description

Commonly known as 809 Mariposa Drive, Austin, Texas 78704 and more specifically described as:

Lots 10, Block 13, of Travis Heights, a subdivision in Travis County, Texas, according to the plat recorded in Volume 3, Page 15 of the Plat Records of Travis County, Texas.

Exhibit B

Definitions and Allocations

Limited Common Elements of a Unit: The Limited Common Elements of a Unit consist of:

1. the exclusive use of the land on which the Unit is located, as set forth in Exhibit D; with the exception of any General Common Elements;

General Common Elements: The General Common Elements consist of

1. The General Common Elements, if any, are as set forth in Exhibit D and this Declaration.
2. For the purpose of establishing the Units assessed value for property taxes, the value of all land and improvements, designated as a General Common Element shall be allocated to each Unit in proportion to the Units Undivided interest in the Common Elements of the Association, as shown below.

Allocation of Interests

The undivided interest in the Common Elements of the Association allocated to each Unit is:

Unit "1"	50%
Unit "2"	50%

The Common Expense liability of the Association allocated to each Unit is:

Unit "1"	50%
Unit "2"	50%

The number of votes in the Association allocated to each Unit is:

Unit "1"	100%
Unit "2"	100%

Other Percentage Interests

The percentage of the 2022, Travis County Property Tax Bill allocated to each Unit is:

Unit "1"	70%
Unit "2"	30%

The percentage of remaining impervious cover, building coverage and building size allocated for the future use of each Unit is:

Unit "1"	50%
Unit "2"	50%

Exhibit C

Existing Encumbrances

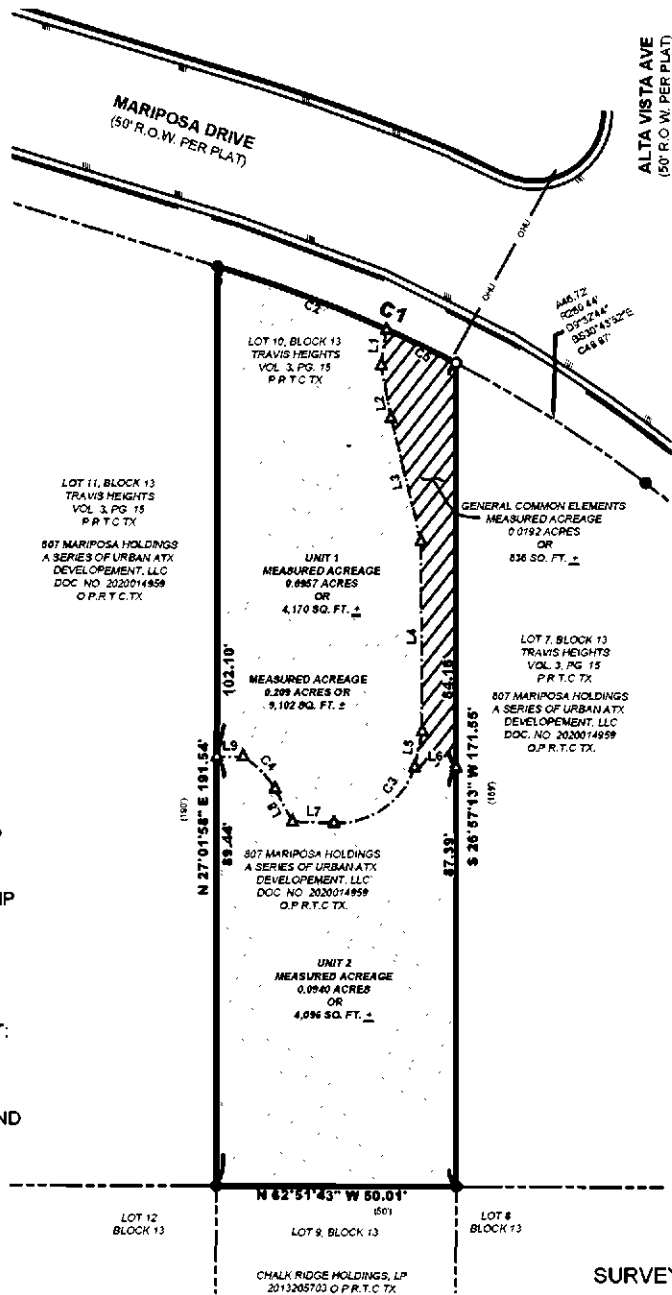
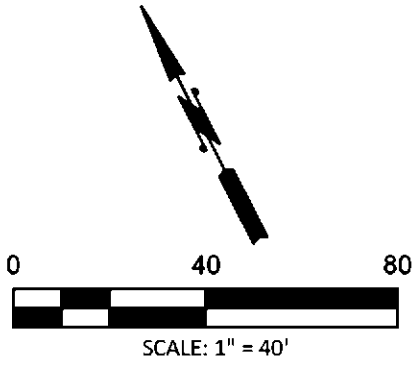
The Property is subject to the easements and restrictive covenants of record in Travis County, Texas, including but not limited to:

1. Restrictions recorded in Volume 3, Page 15, of the Plat Records of Travis County, Texas.
2. Any and all easements, building lines, restrictions, covenants or conditions as shown on the plat recorded in Volume 3, Page 15, of the Plat Records of Travis County, Texas.
3. 25' Building Setback Line along the front of the property as set forth on the plat and dedication recorded in Volume 3, Page 15, of the Plat Records of Travis County, Texas and as shown on the survey dated May 14, 2009 prepared by Robert M. Barcomb, R.P.L.S. No. 4772.
4. Utility Easement in the rear of the lots as set forth on the plat and dedication recorded in Volume 3, Page 15, of the Plat Records of Travis County, Texas and as shown on the survey dated May 14, 2009 prepared by Robert M. Barcomb, R.P.L.S. No. 4772.
5. Terms, conditions and stipulations in that certain Affidavit of Declaration of a Parkland Use Agreement Location as recorded in Document Number 2009097644, of the Official Public Records of Travis County, Texas.
6. Electric Utility Easement granted to the City of Austin recorded as Document Number 2020181769, of the Official Public Records of Travis County, Texas.

EXHIBIT "D"

809 MARIPOSA CONDOMINIUM

LOT 10, BLOCK 13
 TRAVIS HEIGHTS SUBDIVISION
 VOLUME 3, PAGE 15
 PLAT RECORDS, TRAVIS COUNTY, TX



FLOOD INFORMATION

PER WWW.FEMA.GOV, THIS PROPERTY APPEARS TO BE LOCATED IN ZONE X (UNSHADED). THIS PROPERTY WAS FOUND IN MAP NUMBER 48453C0805K, DATED 01/22/2020.

DATUM & BEARING BASIS

TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), NAD 83, ELEVATION DATA NAVD 88, GEOID 12B. DISTANCES IN US SURVEY FEET (GRID).

GENERAL NOTES:

- 1) THIS PROPERTY IS SUBJECT TO ANY AND ALL RECORDED AND UNRECORDED EASEMENTS. SURVEYOR HAS MADE NO INVESTIGATION FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS OR OWNERSHIP TITLE EVIDENCE. NO TITLE COMMITMENT HAS BEEN PROVIDED.
- 2) THIS SURVEY ONLY SHOWS ABOVE GROUND IMPROVEMENTS.
- 3) ANY FEMA FLOOD ZONE DATA SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. DATA WAS OBTAINED AT: WWW.FEMA.GOV
- 4) SUBJECT TO ALL APPLICABLE CITY OF AUSTIN DEVELOPMENT CODES AND ZONING ORDINANCES.
- 5) UTILITIES SHOWN HEREON ARE ABOVE GROUND ONLY AND MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY.
- 6) SETBACK LINES SHOWN HEREON OBTAINED FROM SITEPLAN PROVIDED BY CLIENT AND HAVE NOT BEEN VERIFIED BY SURVEYOR.

THE PLATS AND PLANS SHOWN HEREON SUBSTANTIALLY COMPLY WITH THE INFORMATION REQUIRED BY SECTION 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT, AS APPLICABLE.

DATE OF LAST FIELD WORK: MARCH 10, 2022

Derek Kinsaul
 DEREK KINSAUL, R.P.L.S. NO. 8356

APRIL 11, 2022



SURVEYED FOR: URBAN ATX
 PROJECT NO. 19-0299.10
 809 MARIPOSA DRIVE
 AUSTIN, TX



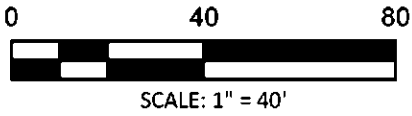
INFO@SURVEYWORKS.COM
 SURVEYWORKS.COM
 1207 UPLAND DRIVE
 AUSTIN, TX 78741
 FIRM #10194157
 (512) 599-8067

SHEET
 1 of 3

EXHIBIT "D"

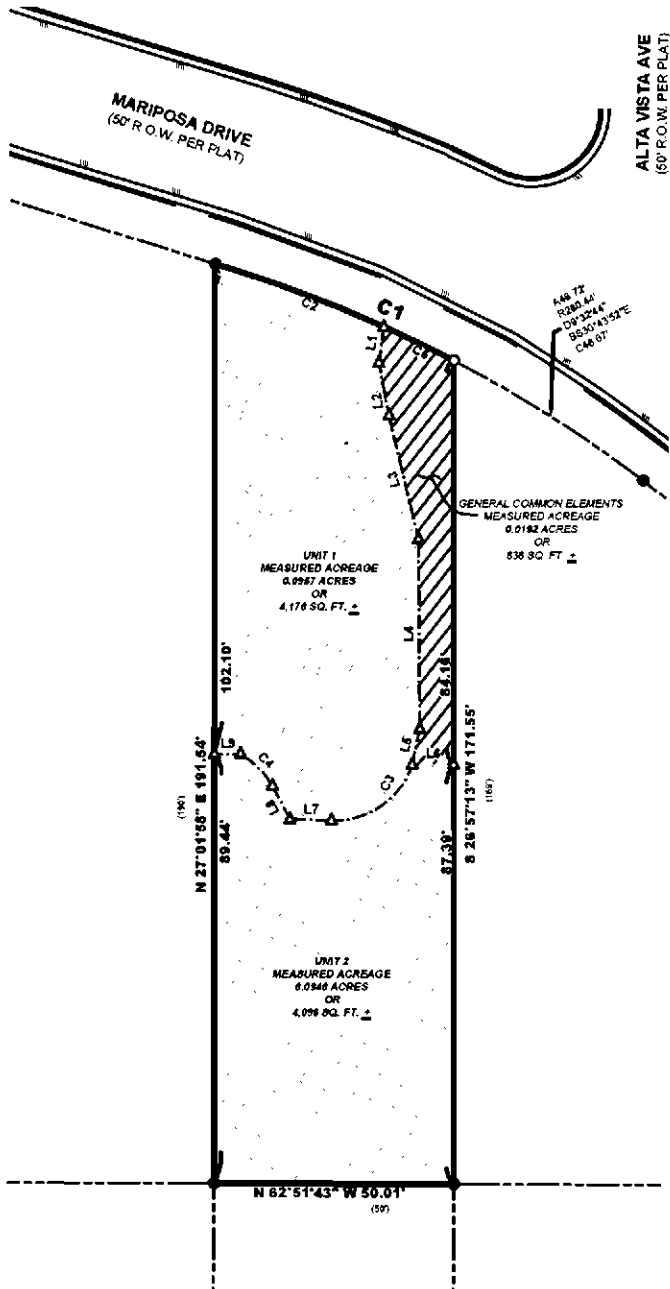
809 MARIPOSA CONDOMINIUM

LOT 10, BLOCK 13
 TRAVIS HEIGHTS SUBDIVISION
 VOLUME 3, PAGE 15
 PLAT RECORDS, TRAVIS COUNTY, TX



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	280.44'	53.75'	53.67'	S 40°59'40" E	10°58'53"
C2	280.44'	37.55'	37.55'	S 42°38'59" E	7°40'15"
C3	17.15'	21.91'	20.45'	S 82°12'48" W	73°10'43"
C4	23.62'	9.45'	9.39'	N 18°22'24" W	22°55'55"
C5	280.44'	16.20'	16.20'	S 37°09'33" E	3°18'37"

LINE	BEARING	DISTANCE
L1	S 34°42'19" W	7.65'
L2	S 16°12'25" W	11.10'
L3	S 13°22'48" W	28.39'
L4	S 26°36'24" W	39.66'
L5	S 38°34'33" W	7.59'
L6	S 63°02'47" E	8.63'
L7	N 61°06'16" W	8.75'
L8	N 00°08'23" E	7.79'
L9	N 62°58'02" W	5.51'



SURVEYED FOR: URBAN ATX
 PROJECT NO. 19-0299.10
 809 MARIPOSA DRIVE
 AUSTIN, TX



INFO@SURVEYWORKS.COM
 SURVEYWORKS.COM
 1207 UPLAND DRIVE
 AUSTIN, TX 78741
 FIRM #10194157
 (512) 599-8067

EXHIBIT "D"

809 MARIPOSA CONDOMINIUM

LOT 10, BLOCK 13
 TRAVIS HEIGHTS SUBDIVISION
 VOLUME 3, PAGE 15
 PLAT RECORDS, TRAVIS COUNTY, TX

0 30 60



SCALE: 1" = 30'

MARIPOSA DRIVE
 (50' R.O.W. PER PLAT)

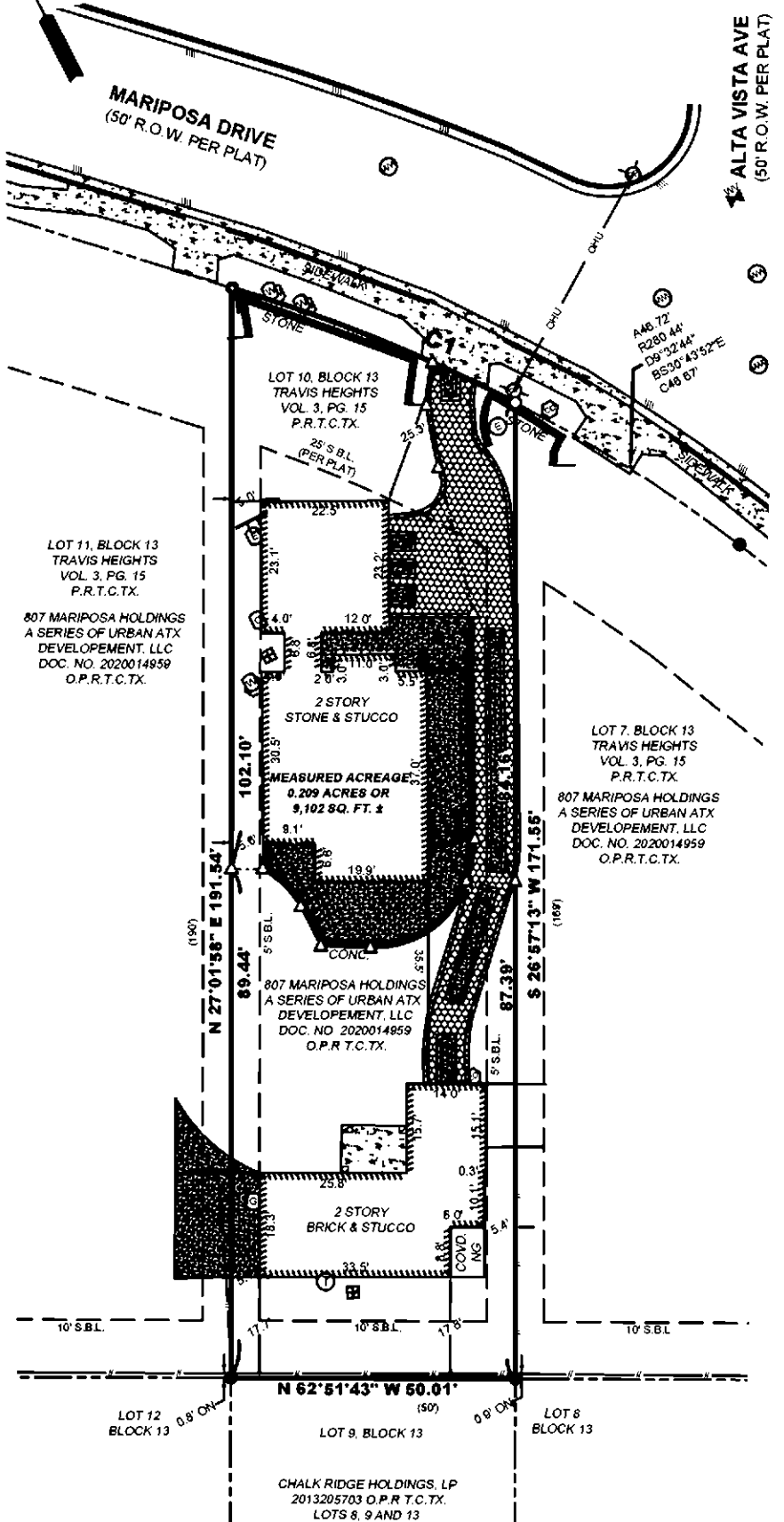
ALTA VISTA AVE
 (50' R.O.W. PER PLAT)

LEGEND

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- P.R.T.C.TX. PLAT RECORDS TRAVIS COUNTY TEXAS
- O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS
- VOL. PG. VOLUME AND PAGE
- R.O.W. () RIGHT OF WAY
- ON/OFF RECORD INFORMATION
- S.B.L. FENCELINE ON/OFF SUBJECT PROPERTY SETBACK LINE

CURVE RADIUS 280.44' CHORD BEARING S 40° 59' 40" E
 CHORD LENGTH 53.87'
 CHORD BEARING S 40° 59' 40" E
 CHORD LENGTH 53.87'



LOT 11, BLOCK 13
 TRAVIS HEIGHTS
 VOL. 3, PG. 15
 P.R.T.C.TX.
 807 MARIPOSA HOLDINGS
 A SERIES OF URBAN ATX
 DEVELOPEMENT, LLC
 DOC. NO. 2020014959
 O.P.R.T.C.TX.

LOT 7, BLOCK 13
 TRAVIS HEIGHTS
 VOL. 3, PG. 15
 P.R.T.C.TX.
 807 MARIPOSA HOLDINGS
 A SERIES OF URBAN ATX
 DEVELOPEMENT, LLC
 DOC. NO. 2020014959
 O.P.R.T.C.TX.

807 MARIPOSA HOLDINGS
 A SERIES OF URBAN ATX
 DEVELOPEMENT, LLC
 DOC. NO. 2020014959
 O.P.R.T.C.TX.

807 MARIPOSA HOLDINGS
 A SERIES OF URBAN ATX
 DEVELOPEMENT, LLC
 DOC. NO. 2020014959
 O.P.R.T.C.TX.

CHALK RIDGE HOLDINGS, LP
 2013205703 O.P.R.T.C.TX.
 LOTS 8, 9 AND 13


SURVEYED FOR: URBAN ATX
 PROJECT NO. 19-0299.10
 809 MARIPOSA DRIVE
 AUSTIN, TX



INFO@SURVEYWORKS.COM
 SURVEYWORKS.COM
 1207 UPLAND DRIVE
 AUSTIN, TX 78741
 FIRM #10194157
 (512) 599-8067

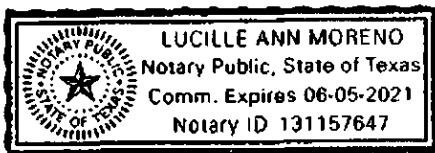
MORTGAGEE:


LOAN RANGER CAPITAL INVESTMENTS REIT, LLC.

BY: 
 Name: Zachary Lottan
 Title: President

STATE OF Texas §
 COUNTY OF Travis §

This instrument was acknowledged before me on January 25, 2021 by
Zachary Lottan, the President of LOAN RANGER CAPITAL
 INVESTMENTS REIT, LLC. for the purposes and consideration therein expressed.




 Notary Public, State of Texas

700

4 07 8144

WARRANTY DEED WITH VENDOR'S LIEN

7.00 DEED
7.00 DEED
1 06/10/86

THE STATE OF TEXAS

1000 137692

COUNTY OF TRAVIS

}

KNOW ALL MEN BY THESE PRESENTS:

That WILLIAM R. KEAST and wife, MARY ALICE KEAST,

of the County of TRAVIS and State of Texas for and in

consideration of the sum of TEN AND NO/100-----(\$10.00)-----

-----DOLLARS

and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantee of her one certain promissory note of even date herewith, in the principal sum of \$500,000.00 payable to the order of FROST BANK NORTH AUSTIN, N.A., at its office in Austin, Travis County, Texas, as therein provided, and bearing interest at the rates therein specified and providing for acceleration of maturity in event of default and for attorney's fees,

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to Richard D. Young, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto SUSAN TOOMEY FROST

of the County of TRAVIS and State of Texas, all of the following described real property in TRAVIS County, Texas, to-wit:

REAL PROPERTY RECORDS
Travis County, Texas

09733 0697



Lots 7-15, inclusive, Block 13, TRAVIS HEIGHTS, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 3, Page 15, Plat Records of Travis County, Texas;

subject, however, to all restrictions, covenants, reservations, conditions and easements of record applicable to said property, and subject to ad valorem taxes for current and subsequent years; and subject to the provision that all telephone or electric light poles and sewer pipes placed by the lot owner shall be placed on the rear of such lot as stated on plat recorded in Volume 3, Page 15, Plat Records of Travis County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee, her heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

FROST BANK NORTH AUSTIN, N.A. (hereinafter called "Lender"), at the instance and request of the grantee herein, having advanced and paid in cash to the grantors herein that portion of the purchase price of the herein described property as is evidenced by the hereinbefore described \$500,000.00 note, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of said Lender and the same are hereby TRANSFERRED and ASSIGNED to said Lender.

EXECUTED this 9th day of June, A. D. 1986.

William R. Keast
.....
WILLIAM R. KEAST
Mary Alice Keast
.....
MARY ALICE KEAST
.....

09733 0698

Mailing address of each grantee:

Name: Susan Toomey Frost
Address: 806 Rosedale Terrace
Austin, Texas 78704

Name:
Address:

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 9th day of June, 19 86,
by WILLIAM R. KEAST and wife, MARY ALICE KEAST.



Laura A. Brookshire
Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:
(Acknowledgment)

NOTARY SEAL

STATE OF TEXAS }
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19 _____,
by _____

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19 _____,
by _____

FILED
1986 JUN 10 PM 3:16

Loris Stangor
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me; and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas on

STATE OF TEXAS }
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19 _____,
by _____
of _____
a _____ corporation, on behalf of said corporation.

JUN 10 1986



Loris Stangor
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

AFTER RECORDING RETURN TO:
TRAVIS TITLE CO.
ONE PARK NORTH
8200 MOPAC, SUITE 240
AUSTIN, TEXAS 78759
860411734(JSW)

PREPARED IN THE LAW OFFICE OF:

TO HAVE AND TO HOLD the above described promissory note, together with the said mechanic's lien and all rights, remedies, liens, agreements and conditions contained in and under and by virtue of the said contract, unto the said Herman E. Becker, Manager of Becker Lumber Company as aforesaid, his successors or assigns forever.

Witness my hand, this 8th day of April, A. D. 1937.

E. D. Smith.

THE STATE OF TEXAS,)

COUNTY OF TRAVIS:)

BEFORE ME, Edward A. Rogge, a Notary Public within and for the said State and County, on this day personally appeared E. D. Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 8th day of April, A. D. 1937.

Edward A. Rogge,

Notary Public, Travis County, Texas.

(Notary Seal).

Filed for Record April 9, 1937 at 4:45 P. M. Recorded April 12, 1937 at 8:45 A. M.

-o-o-o-o-o-o-

THE STATE OF TEXAS,)

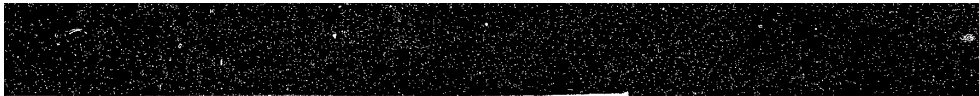
COUNTY OF TRAVIS.)

KNOW ALL MEN BY THESE PRESENTS:

That, The Stacy Realty Company, a corporation, with its principal place of business at Austin, Texas of the County of Travis, State of Texas, for and in consideration of the sum of Ten (\$10) Dollars to it^{self} cash in hand paid by Minnie G. Dill, a feme sole, the receipt of which is hereby acknowledged and confessed; and against which hereinafter described lot no lien is reserved, either express or implied, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Minnie G. Dill of the County of Travis State of Texas all that certain lot, tract or parcel of land, lying and being situated in Travis County, Texas; and more particularly described as follows: Lot Number Fifteen (15) in Block Number Thirteen (13) of Travis Heights Addition to the City of Austin, Texas, according to the map or plat of said addition of record in the office of the County Clerk of Travis County of Plat Book Number three (3), Page Number Fifteen (15), to which plat book reference is made for more particular description. This deed is made subject to all of the limitations, restrictions, and obligations, indicated and set forth in the dedication of the plat of Travis Heights, with the further agreement that the minimum cost of residence to be erected on said property is to be Three Thousand (\$3000) Dollars.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Minnie G. Dill, her heirs, and assigns forever, and it does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular the said premises and the said Minnie G. Dill, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Executed at Austin, Texas this 8 day of April A. D. 1937.



560

(Corporate Seal).

THE STACY REALTY COMPANY

Attest:

By Harwood Stacy,

J. J. Coulter,

Vice-President.

Secy.

(\$1.00 U. S. Int. Rev. Stamps Cancelled).

THE STATE OF TEXAS,)

COUNTY OF TRAVIS.)

BEFORE ME, a Notary Public in and for Travis County, Texas, on this day personally appeared Harwood Stacy, Vice President of The Stacy Realty Company known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said company and in the capacity therein stated.

Given under my hand and seal of office, this 8 day of April, A. D. 1937.

Mrs. Jean Schieffer,

(Notary Seal).

Notary Public in and for Travis County, Texas.

Filed for Record April 9, 1937 at 4:45 P. M. Recorded April 12, 1937 at 9:00 A. M.

-o-o-o-o-o-o-

THE STATE OF TEXAS,)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS.)

That we, J. E. Motheral and wife, Zylpha Motheral, both of Travis County, Texas, for and in consideration of the sum of Fifteen Hundred Dollars (\$1500.00) cash to us in hand paid by Amelia Fattore, a feme sole, the receipt of which is hereby acknowledged and confessed have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Amelia Fattore all of Lots Nos. Thirty-seven (37) and Thirty-eight (38) of Earfield "F" a subdivision of a part of the George W. Spear League in the City of Austin, Travis County, Texas, according to the Plat of said Earfield "F" recorded in Book 3 page 194 of the Plat Records of Travis County, Texas; and being the same property sold and conveyed to J.E. Motheral by George Harris Brush, executor of the Estate of Laura Brush, deceased, by Deed of date March 24, 1937, to which Deed reference is here made.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Amelia Fattore, her heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators