

Rules, Resolutions, and Policies

The Summit Condominiums Homeowners Association, Inc.

The Summit Home Owner's Association

2425 Ashdale Drive
Austin TX 78757

Rules and Regulations

Attention: Unit Owners
Rental Agents
Residents/Tenants

All Unit Owners, tenants, and guests at the Summit Condominiums, are subject to the Declaration and Bylaws of the Home Owner's Association, and to the rules and regulations adopted by the Board of Directors as means of enforcing the Declaration and Bylaws. These rules and regulations are thus designed to enhance, preserve and protect the property, and all Residents.

Section I: How to resolve problems with other Unit Owners and Residents.

Section II: How to use the property (common and private areas).

It is the responsibility of the Unit Owners who lease their Units to provide a copy of the rules to their Tenants. It is also the Unit Owner's responsibility to be sure that their Tenants comply with the rules.

If a violation of the rules and regulations is noted, please refer to Section I. If a violation persists, the Owner of the Unit will be asked to attend a Board meeting to resolve the matter and/or be fined until the violation is resolved.

Some problems require immediate attention as well as immediate action:

- | | |
|-----------------------------------|---|
| 1. Trespassers: | • Call Police – 311. The Summit is private property |
| 2. Fire: | • Call Emergency – 911 |
| 3. Water Leaks: | • Contact Resident and/or Owner directly involved.
Property management can help determine who the Owner is. Tenants should contact their rental agent or Unit Owner. |
| 4. Noise after 10:30 P.M.: | • Call Police – 311. Austin City ordinance prohibits noise outside of a building or Unit after 10:30 P.M. |
| 5. Parking violations: | • Contact the Management Company 512-502-7520 |

NOTE: A DEDICATED 911 PHONE LINE IS LOCATED IN THE LAUNDRY ROOM AND INSIDE THE SWIMMING POOL AREA.

For other questions or problems not covered in this document, or the Declaration and Bylaws, contact Property Management.

Residents and Owners must work together to insure that the Summit runs smoothly and remains a pleasant and safe place to live.

Summit HomeOwners Association Board of Directors.

Section I Problem Resolution

The purpose of this section is to assist Unit Owners who have tried to resolve problems with other Unit Owners/Residents, and have not been able to obtain the cooperation necessary to solve the problem.

1. Tenant Responsibility:

- a Contact the Unit Owner or rental agent. Remind them to follow Rules & Regulations.

2. Unit Owner Responsibility:

- a Get to know the Owners of the Units adjacent to your own: above, below, either side, plus either side of above and/or below. This means, get names and phone numbers, and addresses, if the Owner does not live in the Unit. Develop a rapport with your Neighbor(s) before a problem develops so that you have a basis for discussion when needed.
- b When a problem develops, contact the Unit Owner involved to advise them of the problem. Ask them if you can work together to solve the problem. If you do not know the name, address or phone number of the Unit Owner involved, you may contact the Management Company or a Board member for this information.
- c If you are unable to reach the Unit Owner by telephone, or cannot get them to agree that there is a problem and discuss resolving it, write them a letter requesting their assistance. Explain what you perceive the problem to be, that you have been trying to contact them, and that you are serious about working together to resolve the problem. Include a number to reach you and the best time to call. Keep a copy of the letter.
- d If you do not hear from the Unit Owner within one week after writing them, contact the Management Company and advise them of the steps you have taken and provide them with a copy of your correspondence.
- e Continue to advise the Management Company of any additional communications.

3. EMERGENCY SITUATIONS:

Urgent situations that WILL cause property damage if not dealt with immediately.

- a. **Crime:** Call Police – 311.
Call the Management Company
- b. **Fire:** Call Emergency – 911
Call the Management Company
- c. **Water Emergencies:** Contact Management Company and Unit(s) affected.

4. NON-EMERGENCY SITUATIONS:

Problems that will NOT cause property damage if not dealt with immediately

- a Determine whether the Unit Owner expressing a problem has fulfilled their responsibilities. If the Unit Owner has not, send the matter to the Management Company.

- b The Management Company will determine whether the problem expressed is a violation of the Declaration, Bylaws, Rule or Regulation. If it is, then the Management Company shall consult the Board to determine how best to deal with the violations, including hiring an attorney and using the judicial system. If it is not a violation of these documents, the Management Company will notify the Unit Owner and advise them that they will need to consult their personal attorney should they intend to proceed on the matter.
- c The Board reserves the right to modify its procedures on a case-by-case basis.

Section II

Use of Common Property

1. WALKWAYS, SIDEWALKS AND PARKING LOT:

- a Do not obstruct walkways or fire lanes. Austin City fire ordinance prohibits ANY obstruction on walkways, including plants, bicycles, boxes, or trash. If you have any questions, you may check with the Management Company.
Bicycles, tricycles, roller-blades, roller skates, scooters, skateboards, etc. are prohibited. No running, physical activity or ball games.

2. PATIOS AND BALCONIES:

- a Must be kept clean and tidy by Residents who have sole use of these areas, and must not contain unsightly objects.
 - i) Do not store boxes, cleaning utensils and equipment, cans, buckets, hoses and gardening equipment, dead plants, or other items of a similar nature.
 - ii) Do not place garbage cans, garbage bags, or trash on walkways, patios or balconies.
 - iii) Austin City fire ordinance PROHIBITS use and storage of barbecue grills on patios, balconies, and walkways.
- b Patio furniture must be maintained in good repair.
- c Do not hang, dry or air ANY clothing, towels, rugs or other items on the balconies, patios, patio fences, in windows or doors if visible from the street, a driveway, or a common area.
- d All Unit window coverings visible from outside must be of white or beige color and in good condition.
- e Damaged or broken windows and doors must be repaired or replaced immediately, with the same style as the damaged item, at the Unit Owner's expense.
- f The Board of Directors has the right, at any time, to remove any item that it believes to be unsafe, or to detract from the general appearance of the complex.

3. LAUNDRY ROOM:

- a Everyone is responsible for cleaning up their own spills and disposing of trash in the container provided in the laundry room. Do NOT place food-type garbage in the laundry trash container. Use the City Dumpsters behind the complex for garbage.
- b If a laundry machine is inoperative or if money is lost in the machines, notify the laundry service number posted in the Laundry Room.

4. COURTYARD:

- a Clean up the area after use, put trash and litter into the trash containers provided throughout the common area. Place soggy food-type garbage directly in the dumpster behind the buildings. Do not use courtyard trash containers for soggy food-type garbage.

5. GAS GRILLS

- a Do NOT add charcoal or newspaper to the gas grills.
- b To Operate:
 - i) Push knob in and turn left for "on" position
 - ii) Light with match from the side
 - iii) Put temperature as desired
 - iv) When finished grilling, leave grill burning on high for 5 minutes to burn off residue and grease.
 - v) To Turn Off:
 - vi) Push knob in and turn to the right for "off" position.
- c **Clean the grill** with the brush provided at each grill AFTER EACH USE. Do this while the grill is still hot.

6. HOT TUB

- a Comply with posted rules at all times.
- b Check with your doctor prior to using the hot tub - - especially if you have high blood pressure, heart problems, or a contagious disease. The hot tub is maintained at ~ 100+ degrees.
- c If the water is too hot, cold water may be added using the hose attached to the faucet next to the spa.
- d Appropriate Clothing:
 - i) Bathing suit
 - ii) Jogging shorts
- e Inappropriate Clothing:
 - i) Cutoff shorts
- f Do NOT use or wear these types of products on your skin, into the tub:
 - i) Soaps, detergent, bubble bath, oils, etc.
- g Children are to be supervised by an adult over 18 years of age.
- h Absolutely NO glass containers allowed inside gate, at any time.
- i Speak softly - - bubbles carry your entire conversation and can be heard throughout the inner courtyard.
- j Hot Tub Hours: 6:00 A.M. - 11:00 P.M. when it turns off automatically.
- k When finished, replace tub cover, turn off jets, clean up area and ensure the gate is securely closed.

7. SWIMMING POOL

- a **LIFEGUARD IS NEVER ON DUTY – SWIM AT YOUR OWN RISK**
- b NO SMOKING inside pool area.
- c NO PETS allowed inside pool area.
- d Inside gated pool area:
 - i) No running or rough housing
 - ii) No glass of any kind, or ice coolers
 - iii) No loud, vulgar language or objectionable noises, i.e., radios, shouting, yelling, etc. Please use headphones with electronic stereos.

- e In the pool:
 - i) Bathing suits only. NO street clothes, or un-hemmed cutoffs.
 - ii) Only four (4) guests per Unit are permitted at one time in the pool and must be accompanied by a Resident. The Resident is responsible for their guest's behavior. Guests and residents must obey posted rules. If they do not, they may be asked to leave.
 - iii) Children 12 years of age and under must be accompanied by a person over the age of 18 who can swim, and who is responsible for their behavior and safety.
- f Return pool furniture to its original placement after using.
- g Place trash in the trash containers provided.
- h Pool Hours: 6:00 A.M. - 11:00 P.M.
- i The Summit is not responsible for any articles left or lost in common areas.

8. CLUB ROOM (*CASUAL AND RESERVED USE*):

- a DURING USE
 - i) NO SMOKING in the clubroom at anytime.
 - ii) May NOT be used for income producing activities, e.g., Tupperware or toy parties.
 - iii) The pool and/or hot tub may **NOT** be used in conjunction with the use of clubroom activities.
 - iv) Noise cannot be audible outside the clubroom
 - v) Animals are not allowed into the clubroom
 - vi) No lit candles. Do not use decorations that could be destructive to the clubroom or its furnishing.
 - vii) Both doors must remain unlocked during use.
 - viii) Turn off A/C and lights when event is finished and leave room as clean as when you entered.
- b CLEAN-UP
 - i) Remove all personally owned decorations; and refrigerated items.
 - ii) Wipe clean all sinks, bar area, counters and tables.
 - iii) Return all chairs and tables to their original locations.
 - iv) Vacuum the carpet - - you must provide your own vacuum.
 - v) Pick-up and remove all trash to dumpsters.
 - vi) Turn off the heat and/or A/C and all lights.
 - vii) Lock both doors.
- c CONDUCT
 - i) The Board, or the Management Company, or both have the right to stop any function at any time that guests might become disorderly or endanger themselves or other residents or property of Summit.
- d VIOLATIONS (*Resident may lose the privilege of reserving and using the clubroom for any of the following reasons*):
 - i) Noise and disturbances that can be heard outside the clubroom building to the extent that other residents are disturbed.
 - ii) Abusive or obnoxious behavior
 - iii) Failure to clean up the clubroom well enough to meet the required standards of cleaning, or failure to clean up by the specified time
 - iv) Failure to leave the clubroom at designated time or to return key on time.

e CLUBROOM RESERVATIONS

- i) RESERVATIONS are available for social gatherings on a first come-first served basis to the residents of the Summit. Contact the Management Company to reserve the clubroom and pick-up the key.
- ii) TO BE ELIGIBLE, the Unit Owner must be current in all assessments and other monies owed to the association before the owner or resident may use the clubroom.
- iii) NO DEPOSIT REQUIRED, however, any resident reserving the clubroom is responsible for any damage or items missing from the clubroom and must pay the full replacement value or repair costs.
- iv) KEYS to the Summit clubroom may be picked up on the day before the reservation, from the Management Company, or the current clubroom key chairman if so designated by the Board. RETURN key by 12:00 Noon the day after your reservation ends.
- v) PARKING: guests at parties or meetings should park on the street or in the visitor spaces on the West side of the Summit, near the entrance.
- vi) CLOSING TIME: The clubroom may NOT be used after closing time.
 - ◆ Weekday usage is 11:59 P.M.
 - ◆ Saturday usage is 1:00 AM if residents are not disturbed.

f CASUAL USE

- i) Not for parties. This is for small groups to play games when the clubroom is not reserved.
- ii) KEY is available from the Management Company or the current key chair person, if designated by the Board. When you leave the clubroom, be sure to return the key promptly. You are responsible for any damage or items missing from the clubroom and must pay for all damages or losses.
- iii) CLOSING TIME: The clubroom may NOT be used after closing time.
 - ◆ Weekday usage is 11:59 P.M.
 - ◆ Saturday usage is 1:00 AM if residents are not disturbed

9. EXERCISE ROOM

- a This room is not supervised. Use of equipment is the resident/member's sole responsibility.
- b Members only. When membership fee is paid a release form must be signed.
- c All trash and personal items must be carried out with you.
- d Turn off lights, any and all electrical appliances
- e Lock the deadbolt when you leave.
- f Although the Homeowners Association is not responsible for maintaining the equipment, please report any maintenance or unsafe items to the Management Company.

10. ANIMALS

a GENERAL RULES

- i) Upon the written request of any owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a "usual household pet". Any decision rendered by the Board shall be enforceable as other rules contained herein.

b NUMBER OF ANIMALS:

- i) Only two animals (whether dogs, cats, or other animals, or a combination of dogs, cats, or other animals) are permitted per unit. For animals other than dogs or cats, prior approval must be obtained. The Board may, in its sole discretion, place other restrictions on usual household pets other than cats and dogs, and may deny permission for any animal it deems not to be a usual household pet.

c ANIMAL BEHAVIOR

- i) LIABILITY FOR DAMAGE – animal owners are completely liable for any damage caused by their animals(s) and are subject to fine.
- ii) The area adjacent to the west fence is designated as the “animal relief area”. Owners must not allow their animals to defecate or urinate on patios, courtyards, landscaped areas, or any other common area not designated as an “animal relief area”. Please be considerate of your neighbors. If your animal accidentally defecates in any place other than a designated area, the owner is responsible for picking up their animal’s feces and disposing it in the dumpster.
- iii) Owners must not allow their animals to disturb their neighbors by barking, howling, shining or other noises.
- iv) Owners must not allow their animals in the hot tub or swimming pool areas.

d RULES FOR DOGS

- i) Maximum weight for a dog is 40 pounds, effective 02/12/02.
- ii) Outside their unit, dogs must be controlled on a leash at all times. A person, capable of controlling the dog, must hold the leash.
- iii) Dogs which, because of a violation of one or more of the rules and regulations that apply to animals, become objectionable to an owner, or resident, may be permanently removed from the complex by using the Enforcement of Rules and Regulations procedure.

e RULES THAT APPLY TO CATS

- i) Cats must be kept inside the unit at all times, unless one of the following exceptions apply:
 - ◆ Cat is allowed on upper level balcony outside their unit, (not a bottom level patio).
 - ◆ Cat is allowed outside on a leash, accompanied by its adult owner. The owner must accompany the cat at all times while on a leash or contained in some manner, when outside its unit.

f RULES THAT APPLY TO “OTHER USUAL INDOOR HOUSEHOLD PETS”

- i) If the Board of Directors has imposed conditions related to the size or the manner in which a pet is maintained on its approval of an “other usual indoor household pet”, the owner of the other usual indoor household pet must comply with those conditions.
- ii) If the owner does not comply with the conditions on which approval was granted, the “other usual indoor household pet” may be permanently removed from the complex by using the Enforcement of Rules and Regulations procedures.

11. PARKING / VEHICLES

- a Resident parking stickers are required on all vehicles and may be obtained from the Management Company
- b Park in designated spaces, only. No parking; along the east fence, entrances, or curbside in the front parking lot. Do not block the dumpsters.
- c Park motorcycles only in parking spaces.
- d Parking spaces are not to be used as storage. This includes but is not limited to; boxes, off-road unlicensed motor vehicles, mobile homes, commercial trucks, trucks (other than standard size pick-up trucks) as outlined in Article VII, No. 3 of the Declaration and Master Deed of the Summit Condominiums.
- e The west side parking lot (next to the storage shed and along the fence) has been designated as occasionally allowed parking space for trailers, boats, campers and recreational vehicles, and long term parking, e.g., vacation, etc. Residents must first gain Board approval for any storage over 10 days of continuous parking storage. NO commercial vehicles are allowed in the parking storage area, it is for residential use only. Towing (at the owners expense) may be enforced for non-compliance of this Rule.
- f Those who park on the south side of the complex need to enter from the west entrance and exit from the east parking lot..
- g Vehicle repairs or major restorations of any motor vehicle are **not** allowed on the property, e.g., boat, trailer, or other vehicle. Minor repairs are permitted if the repairs do not cause damage to the Property and do not become a nuisance to any other Owner. Minor repairs are adding fluids, changing or rotating tires, changing batteries, and air filters. **CHANGING OIL AND OTHER FLUIDS IS PROHIBITED.**

12. HANDICAPPED PARKING

- a Park in designated spaces only if you have appropriate license displayed, or you may be towed.
- b Observe the 15 minutes parking zone.
- c Do not park in the designated "No Parking" space at the front entry.
- d Parking Violations may result in immediate towing at the vehicle owner's expense. Anyone observing a violation **MUST FIRST** contact the Management Company and provide them with the vehicle's parking permit number:
 - ♦ J&J TOWING 512.464.2244

13. TRASH / LITTER

- a Place all trash and litter in the dumpsters.
 - i Trash resulting from food preparation or consumption in the grill areas must be placed in the **dumpster**, **NOT** in the common area receptacles.
 - ii Household garbage must be placed in the **dumpster** **NOT** in common area receptacles.
- b Keep the dumpster area clean. Large boxes must be broken down flat before placing in the dumpster.
- c To recycle newspapers, plastic and aluminum cans, sort and place in appropriate recycling containers next to the dumpsters.
- d Old furniture and appliances should be removed from the premises or be taken to a charitable organization such as Goodwill or Salvation Army. **DO NOT LEAVE THESE ITEMS AT THE DUMPSTER.** Violators will be subject to a \$70 fine (residents are asked to report violations to the Management Company).

- e Items stored in any of the storage closets or the storage shed, by a "resident", must be identified with their name and their unit number, and boxes must be sealed.
- f If you need access to a storage area, contact the Management Company, a Board member or a designated representative.
- g If the Board of Directors or the Management Company performs an inspection of the storage area, they have the right to remove any items not labeled appropriately with the name and unit number of the current resident. You must remove all items from the storage areas when you move out of the Summit Condominium.
- h Do not store any flammable items in any of the storage closets, e.g., paint or cleaning fluids. Paint may be stored in the storage shed.

14. SIGNS

- a "For Lease" or "For Sale" signs are NOT ALLOWED anywhere on property. Please contact the property management if you have a unit available. They can refer calls to you.

Section III

REMEDIES AGAINST OCCUPANTS

The Board shall have authority to evict any non-owner occupant (including but not limited to tenants, relatives, or other occupants of a unit), after reasonable notice, for substantial or repeated violations of Association declaration, bylaws or rules. The Board shall also have authority to evict any non-owner occupant for performing a criminal act or acts, whether or not arrest or conviction occurs. The Board shall have authority to enforce all rules against all occupants, including collection of fines for violations, of the declaration, bylaws, or rules by any occupant. Owners are ultimately responsible for all fines and damages incurred by non-owner occupants.

1. FINES

- a The Board may assess fines against an Owner for violations of restrictions or standards of conduct contained in the Declaration or Association rules which have been committed by an Owner, an occupant of the Owner's Unit, or the Owner or occupant's family, guests, employees, contractors, agents, tenants, or invitees. Each day of violation may be considered a separate violation.
- b The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of common areas, common elements, or common facilities by the Owner or the Owner's family guests, agents, occupants, tenants, or pets.
- c The Management Company shall have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the rules and / or informing them of potential or probable fines or damage assessments. The Board may from time-to-time adopt a schedule of fines for minor or recurring violations, but the Board may vary any fine depending on the special circumstances of each cause.
- d The procedure for assessment of fines and damage charges shall be as follows:
 - i) The Association, acting through an officer, Board member, or managing agent must give the Owner written notice of the fine or damage charge not later than 30 days after assessment of the fine or damage charge by the Board; this date shall in no event be later than 45 days after the date of the alleged infraction or Board discovery of the alleged infraction, whichever is later.

- ii) The notice of the fine or damage charge must describe the violation or damage.
- iii) The notice of the fine or damage charge must state the amount of the fine or damage charge.
- iv) The notice of a fine or damage charge must state that the Owner may, no later than 30 days after the date of the notice, request a hearing before the Board to contest the fine or damage charge; and
- v) The notice of a fine must allow the Owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months. A reasonable time to cure is not necessary in a notice of damage charge or a notice describing violations which cannot be cured (including but not limited to violations concerning noise, unruly behavior, illegal acts, etc.
- e Fine and / or damage charges are due immediately after the expiration of the 30 day period for requesting a hearing, or if a hearing is requested, such fines or damage charges shall be due immediately after the Board's decision at such hearing, assuming that a fine or damage charge or some amount is confirmed by the Board as such hearing.
- f The minimum fine for each violations shall be \$25. Fines may be assessed for each day of violation.

Summit Homeowner's Association
Board of Directors
February 12, 2002

SUMMIT CONDOMINIUMS MAINTENANCE POLICY

Legal Requirements For Liability from the Master Deed and Declaration and Bylaws:

1. If a line or fixture capable of being seen inside the unit (that is, the line or fixture is outside the walls, floor or ceiling even if it is inside a cabinet or closet), the unit owner is responsible for its repair and maintenance as well as liable for all damages caused by any malfunction of the line or fixture. This applies to all lines and fixtures and includes electrical, gas and plumbing.
2. If the line or fixture is not capable of being seen within the unit (that is, the line is behind the wall, above the ceiling or under the floor), then the Homeowners' Association is responsible for the repair and maintenance of the line or fixture and is liable for any damages caused by the malfunction of the line or fixture unless the damages are caused by the willful or negligent act of an owner, guest, tenant or invitee of an owner.
3. If the damages are caused by the willful or negligent act of an owner, guest, tenant or invitee of an owner, that owner is responsible for the expenses of repair and maintenance of the line and is liable for any damages caused by the malfunction of the line or fixture. The Homeowners' Association can repair the damage and add the cost to the owner's assessment plus interest at the highest legal rate. The costs are due on demand.

Implementation Policy to Minimize Damage and Costs:

1. When the management company is notified of a leak or other maintenance problem, it will determine whether the problem is currently continuing to cause immediate damage or is causing intermittent damage. It will attempt to contact the owner, rental agent or occupant at the last telephone number provided to them. (The accuracy of this number is the responsibility of the unit owner.)

Continuing Immediate Damage

2. If the leak or problem is continuing to cause damage and the owner, rental agent or occupant cannot be reached immediately by telephone, the management company is authorized to enter both the unit causing the problem and the units being affected by it by calling a locksmith to open the units. The unit owner will be responsible for the costs of the locksmith opening the door if they are not available to open it. An appropriate serviceman will be hired by the Homeowner's Association.

A. If the damage is determined to be the legal responsibility of the Homeowners Association, all costs except locksmith charges will be born by the Homeowners Association. If damage is more than \$1,000, a claim will be made on the Association's insurance.

B. If the damage is determined to be the legal responsibility of the owner, all costs will be added to the assessment to that owner, including the costs to repair the damage to any other units. The owners of both units may make a claim on their individual insurance policies. There will be no claim made on the Homeowners' Association policy.

Intermittent Damage

3. If the problem or leak is causing intermittent damage and the cause of it is known to be in the area for which the Homeowners' Association is responsible, the management company will contact the owner or rental agent of the unit causing the problem by telephone over a 24 hour period. If no response is received by the management company, the management company will write the owner and notify the owner of the need for work to be done. The letter will advise the owner of what needs to be done and request cooperation in getting access to the unit to do the repairs. The Homeowners' Association will have the work done and pay all of the costs of the repair. If the owner does not cooperate by providing access, the management company may enter the unit with a locksmith and charge only the costs of the locksmith to the unit.

4. If the problem or leak is causing intermittent damage, the cause of the problem is known to be within the unit or is uncertain, and the liaison process has been followed, the management company will attempt to contact the owner or rental agent of the leaking unit by telephone over a 24 hour period. If no response is received by the management company, the management company will write the owner and notify the owner of the need for work to be done. The letter will request that the work be done within 60 days and advise the owner that, if it is not completed in that time period, the Homeowners' Association will have the work done and add all of the costs of the repairs for both the owner's unit and any affected unit to the owner's assessment. The Homeowners' Association may file a lien against the unit if necessary to collect the costs.

**RESOLUTION CONSOLIDATING RULES AND REGULATIONS,
COLLECTIONS AND ARCHITECTURAL STANDARDS
AND ADOPTING STANDARDS RELATED TO FLAGS,
WATER HARVESTING EQUIPMENT, SOLAR DEVICES, AND PAYMENT PLANS
For The Summit Homeowners' Association, Inc.**

The Board of Directors has previously adopted Rules and Regulation as a means of enforcing the Declaration and Bylaws of THE SUMMIT CONDOMINIUMS, a condominium project in the City of Austin, Travis County Texas. These have been revised numerous times over the years as needed to address issues that have arisen.

Under the authority created in the Declaration of THE SUMMIT CONDOMINIUMS, the Board of Directors of the Home Owners' Association has previously adopted Architectural Standards as a means of retaining the value of the individual units by maintaining the attractiveness of the exterior appearance of the entire complex.

Various sections of the Texas Property Code require Homeowner Associations to adopt standards related to the flags, water harvesting and solar devices prior to January 1, 2012 in order to enforce the standards.

The Board of Directors desires to combine these existing Rules and Regulations, Architectural Standards and new standards in a single document for easy reference and filing with the County Clerk. These Rules and Regulations, Architectural Standards and new standards apply to all units in THE SUMMIT CONDOMINIUMS, a condominium project in the City of Austin, Travis County, Texas, as fully described in and as located, delineated and as defined in the Condominium Declaration for THE SUMMIT CONDOMINIUMS, together with the survey plat, by-laws and exhibits attached thereto, recorded in volume 7629, Page 516 and amended in Volume 7760, Page 978 and Volume 11437, page 369, et seq., of the Real Property Records of Travis County Texas.

BE IT RESOLVED that the Association adopts the Rules and Regulations, Architectural Standards and new standards attached to this resolution.

Executed on ~~November~~ ^{December} 22, 2011.



TRV

2011190688

22 PGS

By:

Barbara Wilson

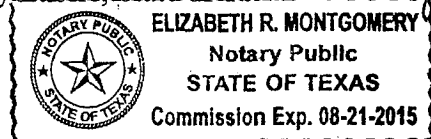
Title: President, Board of Directors,
The Summit Homeowners' Association, Inc.

STATE OF TEXAS
TRAVIS COUNTY

This instrument was acknowledged before me on ~~November~~ ^{December} 22, 2011, by Barbara Wilson of and for the Association for the purposes expressed in it.

Notary Public, State of Texas

After recording, please return to:
Goodwin Management Inc.,
11149 Research Blvd. suite 100
Austin, Texas 78759



The Summit Home Owner's Association, Inc.

2425 Ashdale Drive
Austin TX 78757

Attention: Unit Owners
Rental Agents
Residents/Tenants

The Summit Home Owner's Association, Inc. is governed by 2 organizational documents filed with the County Clerk when the association was created (Declaration and the Bylaws) and this rules, regulations and standards that are adopted by the Board of Directors. This document is composed of the 2 parts: Part I. Rules and Regulations, Part II. Collection Policy and Payment Plan Guidelines, Part III. Architectural Standards.

All Unit Owners, tenants, and guests at the Summit Condominiums, are subject to the Declaration and Bylaws of the Home Owner's Association, and to the rules and regulations adopted by the Board of Directors as means of enforcing the Declaration and Bylaws. All Unit Owners are subject to the Architectural Standards adopted by the Board of Directors as a means of enforcing the Declaration and Bylaws. These rules and regulations are thus designed to enhance, preserve and protect the property, and all Residents.

Section I: Problem Resolution with other Unit Owners and Residents.

Section II: Use the property (common and private areas).

Section III: Remedies against Occupants

It is the responsibility of the Unit Owners who lease their Units to provide a copy of the rules to their Tenants. It is also the Unit Owner's responsibility to be sure that their Tenants comply with the rules.

If a violation of the rules and regulations is noted, please refer to Section I. If a violation persists, the Owner of the Unit will be asked to attend a Board meeting to resolve the matter and/or be fined until the violation is resolved.

Some problems require immediate attention as well as immediate action:

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| 1. Trespassers: | • Call Police – 311. The Summit is private property |
| 2. Fire: | • Call Emergency – 911 |
| 3. Water Leaks: | • Contact Resident and/or Owner directly involved.
Property management can help determine who the Owner is. Tenants should contact their rental agent or Unit Owner. |
| 4. Noise after 10:30 P.M.: | • Call Police – 311. Austin City ordinance prohibits noise outside of a building or Unit after 10:30 P.M. |
| 5. Parking violations: | • Contact the Management Company 512-502-7520 |

NOTE: A DEDICATED 911 PHONE LINE IS LOCATED IN THE LAUNDRY ROOM AND INSIDE THE SWIMMING POOL AREA. For other questions or problems not covered in this document, or the Declaration and Bylaws, contact Property Management.

Residents and Owners must work together to insure that the Summit runs smoothly and remains a pleasant and safe place to live.

PART I.

Rules and Regulations

Section I

Problem Resolution

The purpose of this section is to assist Unit Owners who have tried to resolve problems with other Unit Owners/Residents, and have not been able to obtain the cooperation necessary to solve the problem.

1. Tenant Responsibility:

- a Contact the Unit Owner or rental agent. Remind them to follow Rules & Regulations.

2. Unit Owner Responsibility:

- a Get to know the Owners of the Units adjacent to your own: above, below, either side, plus either side of above and/or below. This means, get names and phone numbers, and addresses, if the Owner does not live in the Unit. Develop a rapport with your Neighbor(s) before a problem develops so that you have a basis for discussion when needed.
- b When a problem develops, contact the Unit Owner involved to advise them of the problem. Ask them if you can work together to solve the problem. If you do not know the name, address or phone number of the Unit Owner involved, you may contact the Management Company or a Board member for this information.
- c If you are unable to reach the Unit Owner by telephone, or cannot get them to agree that there is a problem and discuss resolving it, write them a letter requesting their assistance. Explain what you perceive the problem to be, that you have been trying to contact them, and that you are serious about working together to resolve the problem. Include a number to reach you and the best time to call. Keep a copy of the letter.
- d If you do not hear from the Unit Owner within one week after writing them, contact the Management Company and advise them of the steps you have taken and provide them with a copy of your correspondence.
- e Continue to advise the Management Company of any additional communications.

3. EMERGENCY SITUATIONS:

Urgent situations that WILL cause property damage if not dealt with immediately.

- a. **Crime:** Call Police – 311.
Call the Management Company
- b. **Fire:** Call Emergency – 911.
Call the Management Company
- c. **Water Emergencies:** Contact Management Company and Unit(s) affected.

4. NON-EMERGENCY SITUATIONS:

Problems that will NOT cause property damage if not dealt with immediately

- a. Determine whether the Unit Owner expressing a problem has fulfilled their responsibilities. If the Unit Owner has not, send the matter to the Management Company.
- b. The Management Company will determine whether the problem expressed is a violation of the Declaration, Bylaws, Rule or Regulation. If it is, then the Management Company shall consult the Board to determine how best to deal with the violations, including hiring an attorney and using the judicial system. If it is not a violation of these documents, the Management Company will notify the Unit Owner and advise them that they will need to consult their personal attorney should they intend to proceed on the matter.
- c. The Board reserves the right to modify its procedures on a case-by-case basis.

Section II

Use of Common Property

1. WALKWAYS, SIDEWALKS AND PARKING LOT:

- a. Do not obstruct walkways or fire lanes. Austin City fire ordinance prohibits ANY obstruction on walkways, including plants, bicycles, boxes, or trash. If you have any questions, you may check with the Management Company.
- b. Bicycles, tricycles, roller-blades, roller skates, scooters, skateboards, etc. are prohibited. No running, physical activity or ball games.
- c. NO SMOKING on the walkways and sidewalks. Do NOT "flick" cigarettes or the remains of cigarettes or other tobacco products from the walkways or sidewalks.

2. PATIOS AND BALCONIES:

- a. Must be kept clean and tidy by Residents who have sole use of these areas, and must not contain unsightly objects.
 - i) Do not store boxes, cleaning utensils and equipment, cans, buckets, hoses and gardening equipment, dead plants, or other items of a similar nature.
 - ii) Do not place garbage cans, garbage bags, or trash on walkways, patios or balconies.
 - iii) Austin City fire ordinance PROHIBITS use and storage of barbecue grills on patios, balconies, and walkways.
- b. Patio furniture must be maintained in good repair.
- c. Do not hang, dry or air ANY clothing, towels, rugs or other items on the balconies, patios, patio fences, in windows or doors if visible from the street, a driveway, or a common area.
- d. All Unit window coverings visible from outside must be of white or beige color and in good condition.
- e. Damaged or broken windows and doors must be repaired or replaced immediately, with the same style as the damaged item, at the Unit Owner's expense.
- f. The Board of Directors has the right, at any time, to remove any item that it believes to be unsafe, or to detract from the general appearance of the complex.

3. LAUNDRY ROOM:

- a Everyone is responsible for cleaning up their own spills and disposing of trash in the container provided in the laundry room. Do NOT place food-type garbage in the laundry trash container. Use the City Dumpsters behind the complex for garbage.
- b If a laundry machine is inoperative or if money is lost in the machines, notify the laundry service number posted in the Laundry Room.

4. COURTYARD:

- a Clean up the area after use, put trash and litter into the trash containers provided throughout the common area. Place soggy food-type garbage directly in the dumpster behind the buildings. Do not use courtyard trash containers for soggy food-type garbage.

5. GAS GRILLS

- a Do NOT add charcoal or newspaper to the gas grills.
- b To Operate:
 - i) Push knob in and turn left for "on" position
 - ii) Light with match from the side
 - iii) Put temperature as desired
 - iv) When finished grilling, leave grill burning on high for 5 minutes to burn off residue and grease.
 - v) To Turn Off:
 - vi) Push knob in and turn to the right for "off" position.
- c **Clean the grill** with the brush provided at each grill AFTER EACH USE. Do this while the grill is still hot.

6. HOT TUB

- a Comply with posted rules at all times.
- b Check with your doctor prior to using the hot tub - - especially if you have high blood pressure, heart problems, or a contagious disease. The hot tub is maintained at ~100+ degrees.
- c If the water is too hot, cold water may be added using the hose attached to the faucet next to the spa.
- d Appropriate Clothing:
 - i) Bathing suit
 - ii) Jogging shorts
- e Inappropriate Clothing:
 - i) Cutoff shorts
- f Do NOT use or wear these types of products on your skin, into the tub:
 - i) Soaps, detergent, bubble bath, oils, etc.
- g Children are to be supervised by an adult over 18 years of age.
- h Absolutely NO glass containers allowed inside gate, at any time.
- i Speak softly - - bubbles carry your entire conversation and can be heard throughout the inner courtyard.
- j Hot Tub Hours: 6:00 A.M. - 11:00 P.M. when it turns off automatically.
- k When finished, replace tub cover, turn off jets, clean up area and ensure the gate is securely closed.
- l NO SMOKING inside the Hot Tub area.
- m NO PETS allowed inside the Hot Tub pool area.

7. SWIMMING POOL

- a **LIFEGUARD IS NEVER** ON DUTY – SWIM AT YOUR OWN RISK
- b NO SMOKING inside pool area.
- c NO PETS allowed inside pool area.
- d Inside gated pool area:
 - i) No running or rough housing
 - ii) No glass of any kind, or ice coolers
 - iii) No loud, vulgar language or objectionable noises, i.e., radios, shouting, yelling, etc. Please use headphones with electronic stereos.
- e In the pool:
 - i) Bathing suits only. NO street clothes, or un-hemmed cutoffs.
 - ii) Only four (4) guests per Unit are permitted at one time in the pool and must be accompanied by a Resident. The Resident is responsible for their guest's behavior. Guests and residents must obey posted rules. If they do not, they may be asked to leave.
 - iii) Children 12 years of age and under must be accompanied by a person over the age of 18 who can swim, and who is responsible for their behavior and safety.
- f Return pool furniture to its original placement after using.
- g Place trash in the trash containers provided.
- h Pool Hours: 6:00 A.M. - 11:00 P.M.
- i The Summit is not responsible for any articles left or lost in common areas.

8. CLUB ROOM (*CASUAL AND RESERVED USE*):

- a DURING USE
 - i) NO SMOKING in the clubroom at anytime.
 - ii) May NOT be used for income producing activities, e.g., Tupperware or toy parties.
 - iii) The pool and/or hot tub may **NOT** be used in conjunction with the use of clubroom activities.
 - iv) Noise cannot be audible outside the clubroom
 - v) Animals are not allowed into the clubroom
 - vi) No lit candles. Do not use decorations that could be destructive to the clubroom or its furnishing.
 - vii) Both doors must remain unlocked during use.
 - viii) Turn off A/C and lights when event is finished and leave room as clean as when you entered.
- b CLEAN-UP
 - i) Remove all personally owned decorations; and refrigerated items.
 - ii) Wipe clean all sinks, bar area, counters and tables.
 - iii) Return all chairs and tables to their original locations.
 - iv) Vacuum the carpet - - you must provide your own vacuum.
 - v) Pick-up and remove all trash to dumpsters.
 - vi) Turn off the heat and/or A/C and all lights.
 - vii) Lock both doors.
- c CONDUCT
 - i) The Board, or the Management Company, or both have the right to stop any function at any time that guests might become disorderly or endanger themselves or other residents or property of Summit.

d VIOLATIONS (*Resident may lose the privilege of reserving and using the clubroom for any of the following reasons*):

- i) Noise and disturbances that can be heard outside the clubroom building to the extent that other residents are disturbed.
- ii) Abusive or obnoxious behavior
- iii) Failure to clean up the clubroom well enough to meet the required standards of cleaning, or failure to clean up by the specified time
- iv) Failure to leave the clubroom at designated time or to return key on time.

e CLUBROOM RESERVATIONS

- i) RESERVATIONS are available for social gatherings on a first come-first served basis to the residents of the Summit. Contact the Management Company to reserve the clubroom and pick-up the key.
- ii) TO BE ELIGIBLE, the Unit Owner must be current in all assessments and other monies owed to the association before the owner or resident may use the clubroom.
- iii) NO DEPOSIT REQUIRED, however, any resident reserving the clubroom is responsible for any damage or items missing from the clubroom and must pay the full replacement value or repair costs.
- iv) KEYS to the Summit clubroom may be picked up on the day before the reservation, from the Management Company, or the current clubroom key chairman if so designated by the Board. RETURN key by 12:00 Noon the day after your reservation ends.
- v) PARKING: guests at parties or meetings should park on the street or in the visitor spaces on the West side of the Summit, near the entrance.
- vi) CLOSING TIME: The clubroom may NOT be used after closing time.
 - ◆ Weekday usage is 11:59 P.M.
 - ◆ Saturday usage is 1:00 AM if residents are not disturbed.

f CASUAL USE

- i) Not for parties. This is for small groups to play games when the clubroom is not reserved.
- ii) KEY is available from the Management Company or the current key chair person, if designated by the Board. When you leave the clubroom, be sure to return the key promptly. You are responsible for any damage or items missing from the clubroom and must pay for all damages or losses.
- iii) CLOSING TIME: The clubroom may NOT be used after closing time.
 - ◆ Weekday usage is 11:59 P.M.
 - ◆ Saturday usage is 1:00 AM if residents are not disturbed

9. EXERCISE ROOM

- a This room is not supervised. Use of equipment is the resident/member's sole responsibility. NO SMOKING allowed in the Exercise room.
- b Members only. When membership fee is paid a release form must be signed.
- c All trash and personal items must be carried out with you.
- d Turn off lights, any and all electrical appliances
- e Lock the deadbolt when you leave.
- f Although the Homeowners Association is not responsible for maintaining the equipment, please report any maintenance or unsafe items to the Management Company.

10. ANIMALS

a GENERAL RULES

- i) Upon the written request of any owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a "usual household pet". Any decision rendered by the Board shall be enforceable as other rules contained herein.

b NUMBER OF ANIMALS:

- i) Only two animals (whether dogs, cats, or other animals, or a combination of dogs, cats, or other animals) are permitted per unit. For animals other than dogs or cats, prior approval must be obtained. The Board may, in its sole discretion, place other restrictions on usual household pets other than cats and dogs, and may deny permission for any animal it deems not to be a usual household pet.

c ANIMAL BEHAVIOR

- i) **LIABILITY FOR DAMAGE** – animal owners are completely liable for any damage caused by their animals(s) and are subject to fine.
- ii) The area adjacent to the west fence is designated as the "animal relief area". Owners must not allow their animals to defecate or urinate on patios, sidewalks, walkways, courtyards, landscaped areas, or any other common area not designated as an "animal relief area". Please be considerate of your neighbors. If your animal accidentally defecates in any place other than a designated area, the owner is responsible for picking up their animal's feces and disposing of it in the dumpster.
- iii) Owners must not allow their animals to disturb their neighbors by barking, howling, whining or other noises.
- iv) Owners must not allow their animals in the hot tub or swimming pool areas.

d RULES FOR DOGS

- i) Maximum weight for a dog that began living in a unit between 2/12/2002 and 6/20/2008 is 40 pounds. Maximum weight for a dog that began living in a unit any other time is 30 pounds.
- ii) Outside their unit, dogs must be controlled on a leash at all times. A person, capable of controlling the dog, must hold the leash.
- iii) Dogs which, because of a violation of one or more of the rules and regulations that apply to animals, become objectionable to an owner, or resident, may be permanently removed from the complex by using the Enforcement of Rules and Regulations procedure.

e RULES THAT APPLY TO CATS

- i) Cats must be kept inside the unit at all times, unless one of the following exceptions apply:
 - ◆ Cat is allowed on upper level balcony outside their unit, (not a bottom level patio).
 - ◆ Cat is allowed outside on a leash, accompanied by its adult owner. The owner must accompany the cat at all times while on a leash or contained in some manner, when outside its unit.

- f RULES THAT APPLY TO "OTHER USUAL INDOOR HOUSEHOLD PETS"
- i) If the Board of Directors has imposed conditions related to the size or the manner in which a pet is maintained on its approval of an "other usual indoor household pet", the owner of the other usual indoor household pet must comply with those conditions.
 - ii) If the owner does not comply with the conditions on which approval was granted, the "other usual indoors household pet" may be permanently removed from the complex by using the Enforcement of Rules and Regulations procedures.

11. PARKING / VEHICLES

- a Resident parking stickers are required on all vehicles and may be obtained from the Management Company or a designated representative. Parking stickers must be placed on the front windshield in the lower corner on the passenger side of the vehicle.
- b Park in designated spaces, only. No parking; along the east fence, entrances, or curbside in the front parking lot. Do not block the dumpsters.
- c Park motorcycles only in parking spaces.
- d Parking spaces are not to be used as storage. This includes but is not limited to boxes, off-road unlicensed motor vehicles, vehicles that do not have current inspection and license stickers, mobile homes, commercial trucks, trucks (other than standard size pick-up trucks) as outlined in Article VII, No. 3 of the Declaration and Master Deed of the Summit Condominiums.
- e The west side parking lot (next to the storage shed and along the fence) has been designated as occasionally allowed parking space for trailers, boats, campers and recreational vehicles, and long term parking, e.g., vacation, etc. Residents must first gain Board approval for any storage over 10 days of continuous parking storage. NO commercial vehicles are allowed in the parking storage area, it is for residential use only. Towing (at the owners expense) may be enforced for non-compliance of this Rule.
- f Those who park on the south side of the complex need to enter from the west entrance and exit from the east parking lot.
- g Vehicle repairs or major restorations of any motor vehicle are **not** allowed on the property, e.g., boat, trailer, or other vehicle. Minor repairs are permitted if the repairs do not cause damage to the Property and do not become a nuisance to any other Owner. Minor repairs are adding fluids, changing or rotating tires, changing batteries, and air filters. CHANGING OIL AND OTHER FLUIDS IS PROHIBITED.

12. HANDICAPPED PARKING

- a Park in designated spaces only if you have appropriate license displayed, or you may be towed.
- b Observe the 15 minutes parking zone.
- c Do not park in the designated "No Parking" space at the front entry.
- d Parking Violations may result in immediate towing at the vehicle owner's expense. Anyone observing a violation MUST FIRST contact the Management Company and provide them with the vehicle's parking permit number:
 - ♦ J&J TOWING 512.464.2244

13. SIGNS

- a "For Lease" or "For Sale" signs are NOT ALLOWED anywhere on property. Please contact the property management if you have a unit available. They can refer calls.

14. TRASH / LITTER

- a Place all trash and litter in the dumpsters.
 - i Trash resulting from food preparation or consumption in the grill areas must be placed in the **dumpster**, **NOT** in the common area receptacles.
 - ii Household garbage must be placed in the **dumpster** **NOT** in common area receptacles.
- b Keep the dumpster area clean. Large boxes must be broken down flat before placing in the dumpster.
- c To recycle newspapers, glass and plastic containers and aluminum cans, place in the recycling container(s).
- d Old furniture and appliances should be removed from the premises or be taken to a charitable organization such as Goodwill or Salvation Army. **DO NOT LEAVE THESE ITEMS AT THE DUMPSTER.** Violators will be subject to a \$70 fine (residents are asked to report violations to the Management Company).
- e Items stored in any of the storage closets or the storage shed, by a "resident", must be identified with their name and their unit number, and boxes must be sealed.
- f If you need access to a storage area, contact the Management Company, a Board member or a designated representative.
- g If the Board of Directors or the Management Company performs an inspection of the storage area, they have the right to remove any items not labeled appropriately with the name and unit number of the current resident. You must remove all items from the storage areas when you move out of the Summit Condominium.
- h Do not store any flammable items in any of the storage closets, e.g., paint or cleaning fluids. Paint may be stored in the storage shed.

15. STORAGE

- a There is limited storage space at The Summit. Any resident, owner or renter, who occupies a condominium at The Summit has access to the storage units. If you move from the premises, you must take your belongings out of storage. After 30 days if your items have not been removed, they become property of The Summit.
Access to a storage unit may be obtained by contacting an HOA board member.
Please remember to mark each stored item with your unit number.

16. FLAGS

- a Only the following flags may be displayed:
 - flag of the United States of America,
 - flag of the State of Texas and
 - flag of any branch of the United States armed forces.
- b Flag displays are permitted only on property over which the unit owner has exclusive use and control. A flagpole may not be erected on the common property.
- c Any display of the United States flag must be in accordance with 4 U.S.C. sections 5-10. Any display of the Texas flag must be in accordance with chapter 3100 of the Texas Government Code. A displayed flag must be maintained in good condition. Any deteriorated flag must be removed.

17. WATER HARVESTING

- a. No rain water harvesting device, storage container, related plumbing, or equipment or supplies related to these are allowed in the following locations:
 - any property owned in common by the members of the Association
 - The fenced patio adjacent to first floor units
 - Balconies accessed from a unit.
- b. Placement and color of all rain water harvesting device, storage container, related plumbing, or equipment or supplies related to these must be approved by the Board of Directors or the architectural committee, if one is appointed.
- c. Any rain water harvesting device, storage container, related plumbing, or equipment or supplies related to these must not contain language or other content that is not typically displayed on such a barrel or system as it is manufactured.

18. SOLAR ENERGY

- a. Solar devices (as defined in section 171.107 of the Texas Tax Code) may only be installed or maintained on property over which a unit owner has exclusive use and control.
- b. Installation of all solar devices or equipment or supplies related to these must be approved by the Board of Directors or the architectural committee, if one is appointed before the installation occurs.

Section III

REMEDIES AGAINST OCCUPANTS

The Board shall have authority to evict any non-owner occupant (including but not limited to tenants, relatives, or other occupants of a unit), after reasonable notice, for substantial or repeated violations of Association declaration, bylaws or rules. The Board shall also have authority to evict any non-owner occupant for performing a criminal act or acts, whether or not arrest or conviction occurs. The Board shall have authority to enforce all rules against all occupants, including collection of fines for violations, of the declaration, bylaws, or rules by any occupant. Owners are ultimately responsible for all fines and damages incurred by non-owner occupants.

1. FINES

- a. The Board may assess fines against an Owner for violations of restrictions or standards of conduct contained in the Declaration or Association rules which have been committed by an Owner, an occupant of the Owner's Unit, or the Owner or occupant's family, guests, employees, contractors, agents, tenants, or invitees. Each day of violation may be considered a separate violation.
- b. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of common areas, common elements, or common facilities by the Owner or the Owner's family guests, agents, occupants, tenants, or pets.
- c. The Management Company shall have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the rules and / or informing them of potential or probable fines or damage assessments. The Board may from time-to-time adopt a schedule of fines for minor or recurring violations, but the Board may vary any fine depending on the special circumstances of each cause.

- d The procedure for assessment of fines and damage charges shall be as follows:
- i) The Association, acting through an officer, Board member, or managing agent must give the Owner written notice of the fine or damage charge not later than 30 days after assessment of the fine or damage charge by the Board; this date shall in no event be later than 45 days after the date of the alleged infraction or Board discovery of the alleged infraction, whichever is later.
 - ii) The notice of the fine or damage charge must describe the violation or damage.
 - iii) The notice of the fine or damage charge must state the amount of the fine or damage charge.
 - iv) The notice of a fine or damage charge must state that the Owner may, no later than 30 days after the date of the notice, request a hearing before the Board to contest the fine or damage charge; and
 - v) The notice of a fine must allow the Owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months. A reasonable time to cure is not necessary in a notice of damage charge or a notice describing violations which cannot be cured (including but not limited to violations concerning noise, unruly behavior, illegal acts, etc).
- e Fine and / or damage charges are due immediately after the expiration of the 30 day period for requesting a hearing, or if a hearing is requested, such fines or damage charges shall be due immediately after the Board's decision at such hearing, assuming that a fine or damage charge or some amount is confirmed by the Board as such hearing.
- f The minimum fine for each violations shall be \$25. Fines may be assessed for each day of violation.

Summit Homeowner's Association

Board of Directors

February 12, 2002 (Updated 1/1/07 & 6/20/08 & 11/16.11)

PART II

COLLECTION POLICY AND PAYMENT PLAN GUIDELINES

1. **COLLECTION POLICY**

- a. If a member does not pay the monthly assessment or fees by the 10th of the month in which they are due, the member incurs a late penalty of \$50. This penalty is incurred in each month that the amount due is not paid by the 10th of that month.
- b. If a member is delinquent **30 days** in the payment of any amount, the Management Company sends out a computer printed delinquency notice requesting payment.
- c. If the member is still delinquent after **45 days**, the Management Company sends out a second letter stating that the Homeowners' Association cannot loan the member the money and that if the member does not pay the Homeowners' Association within 10 days, the matter will be turned over to an attorney for collection. The letter will also state that the member will be responsible for attorney's fees.
- d. If the member is delinquent in the payment of an amount equal to two times the monthly assessment for his or her unit and any part of that amount has been delinquent for **60 days** or more, the Management Company turns the delinquency over to Homeowners' Association's attorney for collection. A lien warning letter is sent out by the attorney requesting that the member pay the delinquent assessment or fees, attorney's fees and late charges or interest by a certain date. If the attorney does not hear from the member within ten (10 days, a lien can then be filed against the property.
- e. If the member has been turned over to the attorney and has been delinquent for **75 days** or more, the Management Company advises the Board of the Homeowners' Association at its next meeting of the payment history for the member for that unit and requests authorization to instruct the Homeowners' Association's attorney to proceed to foreclosure on the unit. The attorney acts on the instructions.

2. **PAYMENT PLAN GUIDELINES**

- a. Any member who is delinquent in the payment of any amount may enter into a payment plan with the Homeowners' Association unless that member has breached a former payment plan within the last two years.
- b. The maximum term of a payment plan is three months. Payment plans include 1) all amounts then owed by that member, 2) all amounts that will come due during the term of the payment plan and 3) all amounts for the cost of the administration of the payment plan. Costs of administration include all legal fees associated with the preparation of the payment plan agreement, which shall not be less than \$200, as well as the administrative costs of the management company, which shall not be less than \$25 per payment under the plan.
- c. After a member has been notified of a delinquency in the payment of any amount due to the Homeowners' Association, the member has 75 days in which to request a payment plan. If requested, a payment plan will be prepared and delivered within that 75 days. The member must execute and return the payment plan along with the first payment due under that plan to the Management Company within that 75 days.
- d. If the member does not execute and deliver the payment plan to the Management Company within that 75 days, the member is conclusively presumed to have elected not to enter into a payment plan and no further alternative payment plan will be offered to the member.
- e. Any payment returned for insufficient funds is a breach of the payment plan.

PART III

Architectural Standards

The purpose of architectural standards is to retain the value of the individual units by maintaining the attractiveness of the exterior appearance of the entire complex. Summit Condominiums' design is based on the philosophy that a unified whole creates the most attractive complex.

These standards are based on the following considerations:

- Changes that can increase the value of the complex by modernizing the appearance of the complex without detracting from the overall appearance.
- The original design features and the extent to which these still exist
- Replacements available at a reasonable cost
- Materials compatible with the original materials that are as attractive as, more durable and more energy efficient than the original materials
- Retention of features of the appearance with a reasonable opportunity to select replacements based on their quality and benefits

The Board will consider the following in granting approval of change requests:

- Could the change affect the structural integrity of the building?
- Does the change comply with the pre-approved standards?
- Could the change cause adverse effects for neighbors—more noise, odor or other unpleasant effects for the contiguous units—5 units for those on the 1st and 3rd floors, 8 units for those on the 2nd floor?
- Will making the changes be convenient to contiguous units—not creating noise late at night, not requiring excessive periods of water turn-off, etc.?
- Will the changes be completed timely—within 6 month for interior changes, within 3 days for exterior changes?

Interior changes

Requirements for All Interior Changes

If sheet rock or insulation is removed, replacing these must be part of the changes made because the sheet rock is a fire safety feature and the insulation helps protect neighbors from each other's noise, smells, etc.

All interior changes requiring board approval must be completed within six months after the construction work begins because purchasers who are touring the property and see "construction" through windows and open doors of a lot of units are likely to think that the people who live here do not take good care of their property and are not likely to keep the place nice.

Board Approval Required

A unit owner must seek and obtain the approval of the Board for any changes to the interior of his or her unit that:

1. requires a building permit based on the requirements of the City of Austin. These changes include installing additional plumbing capacity, electrical capacity or changes that may affect the structural integrity of the building on the floors above or below like the removal or addition of any wall, and the installation of doors or windows in any wall. These changes could weaken the

whole building, cause serious damage to units adjacent to it, put an excessive load on the common plumbing perhaps causing plumbing backups or on the common electrical lines creating an unsafe condition, even a fire.

2. major alterations that rely on connection to common utility elements like water, gas, and electrical connections. These changes could put an excessive load on the common plumbing perhaps causing plumbing backups or on the common electrical lines creating an unsafe condition, even a fire.
3. the addition of any equipment that uses utilities paid for through the assessment which include gas, water and waste water. For example, installing a clothes washer. These changes could increase the common costs and raise everyone else's assessment.
4. the addition of any equipment that must be vented to the exterior to operate properly and without damaging the walls and framing around the unit. For example, installing a dryer. These changes could cause serious damage to the infrastructure of the unit by rotting the wood framing and weakening the sheetrock.

On Your Own Changes

A unit owner may do the following remodeling or redecorating activities without advising the Board or seeking its approval:

- decorate the existing sheetrock walls of the unit with paint, paper, texture, wood paneling, mirrored surfaces or other similar products, (The sheetrock is a fire safety barrier and must be maintained.)
- change the finish on the ceiling using paint, texturing materials or other surfacing that does not include the removal of the sheetrock ceiling (The sheetrock is a fire safety barrier and must be maintained.)
- replace the toilet, the tub including the surround, or the bathroom cabinets and fixtures with new (Even though sheetrock is a fire safety barrier and must be maintained, it is usually necessary to remove it and replace it when installing a new tub.)
- replace the stove, dishwasher or kitchen cabinets and fixtures with new
- recover any floors on any story with carpet, hardwood flooring, linoleum or other similar surfaces and recover the bath or kitchen floors on the second and third floor and any floor on the ground story with ceramic tile. The Board is concerned that the weight of tiling throughout a unit may put too much weight on the frame work and damage it. Also the Board is concerned about the increased noise resulting from the person above walking on tile which is the noisiest surface.

These changes are all authorized for the unit owner to do without Board approval and the Board really does not want to "mess in your business" unless your business may harm another unit or be viewed as a nuisance by other owners or harm the value of the rest of the units.

CAUTIONARY NOTE:

When selecting remodeling or redecorating materials, please consider whether these materials are flammable. If a unit owner wants to install heavy materials like ceramic tiles more extensively on upper floors, a report from a structural engineer that warrants that the structure is adequate to support the weight of these materials must be obtained and provided to the Board before the installing them.

Exterior Changes

Requirements for All Exterior Changes

All changes that are visible from the other units or the common property ("Exterior Changes") must be approved by the Board because all of these changes affect the unified appearance of the Summit and potentially can have a very significant impact on the value of every other unit..

All Exterior Changes requiring board approval must be completed within three days after the construction work begins. These changes involve features that are visible to everyone for as long as they are being worked on. In addition, many of them need to be done quickly to avoid water damage if it rains and to avoid security issues for the unit (like replacing doors and windows)

Windows

Original Equipment

The original windows are single hung aluminum framed single paned windows with 60% of the surface in the upper sash and 40% in the lower sash. These panes are decorated with external aluminum and plastic grills that give the appearance of windows composed of 9 smaller panes in the upper portion and 6 smaller panes in the lower portion. Only the lower portion is movable.

Board Investigation

The Board has investigated the availability and expense associated with replacing windows. Exact replicas of the original windows are difficult if not impossible to find. In addition, the requirements related to windows in the new building codes are different from those that existed when the Summit was built. Some changes must be made to the specifications for anyone to replace the windows.

Board Approval Required

A unit owner must seek and obtain the approval of the Board for the replacement of any windows in the exterior walls because these changes affect the unified appearance of the Summit and potentially can have a very significant impact on the value of every other unit. To obtain approval the unit owner must comply with all requirements of the City of Austin related to the installation of the windows. These standards are usually related to safety and compliance with the new codes is necessary to maintain the value of the complex. Provide the Board with a complete description of the window including the frame material and color, the type of window, the type and style of grills, and the type of screen. This information allows the Board to determine whether the proposed changes will affect the unified appearance and therefore the value of the complex and whether you are complying with pre-approved standards..

Pre-approved Features

The Board considers the following style alternatives acceptable.

- **Single pane, double pane and triple pane windows** because the difference between these windows is not readily visible.
- **Clear insulating glass, energy saving, low-E glass, insulating glass with argon, tempered glass.** Because the difference between clear insulating glass, energy saving, low-E glass, insulating glass with argon, tempered glass is not readily visible. (Obscure privacy glass is not acceptable because the

difference between obscure privacy glass and the other types of glass is readily visible.)

- **White vinyl framing and materials with an appearance similar to the original** windows and screens because aluminum frames are not available now except through special order and at some additional expense. Vinyl framing and materials of similar appearance are readily available and can be purchased in a variety of grades or levels of quality for varying costs. Vinyl frames are available in white, almond and brown but only white and almond are available in all quality levels. Brown is only available in the more expensive quality frames. The Board has chosen white frames because any differences in the shades of white available over time are less likely to be noticeable than differences in the shades of almond. Also the white just looks so clean.
- **Double or single hung windows** are acceptable. (Casement windows, awning windows, sliding windows and bay windows are not acceptable.)
- **Single hung windows with a 50-50 split** between the upper and lower window **with traditional grills** that create the impression of 6 panes in each portion of the window because single hung windows with a 60-40 split between the upper and lower window is no longer available and as long as the windows have traditional grills that create the impression of 6 panes in each portion of the window the difference in appearance is not noticeable unless you are really looking hard. (We noticed this when we passed such a window and had to have the difference pointed out even though we thought we were looking carefully.
- **Internal or external grills** because the difference in these is not readily visible.

Vendors Consulted:

Lowe's
Home Depot

Allied Siding and Windows 713 NO PAINT
Pella Windows and Doors 800 840 3120

Window Screens

Original Equipment

The original window screens have aluminum frames and natural aluminum colored screening. These screens cover only the lower 40% of the window.

Board Investigation

The Board has surveyed the screens currently on the windows and investigated the expense of replacing window screens. Currently 148 windows have full dark screens and 188 have half light aluminum colored screens. Cultural values now support the use of energy efficient solar screens with darker screening that cover the entire window. By covering the entire window with darker screening, the decorative effect of the window grills is muted. Adding design features to the screen frame can compensate for this and the Board has considered design features that can be included without undue expense.

Pre-approved Features Windows Facing North toward Ashdale, the Inside of Complex, and the Court Yard

The Board considers the following style alternatives acceptable.

- Screens with frames made of white vinyl, aluminum or similar material
- Aluminum or white screening material with 40% density.

Because most of these windows face the north or the east and therefore receive less light and less impact from the heat of the sun, the Board has chosen to maintain the original standards for these windows. The impact on the unified appearance is minimal because when you are standing where you can see these windows, you cannot see the windows facing the parking lots on the west, south and east sides. In addition, some Board members have heard from some of these unit owners that they do not want the darker screens on these windows because it will make the inside of their units so dark.

Windows Facing Parking Lot on West, South and East

The Board considers the following style alternatives acceptable.

- Solar screens with frames made of white vinyl, aluminum or similar material
- **Black** screening material with **60%** density.

Because most of these windows face the west or the south and therefore receive more heat of the sun and more light, the Board has chosen to maintain apply standards that provide energy efficient solar screens for these windows. The impact on the unified appearance is minimal because when you are standing where you can see these windows, you cannot see the windows facing the north, inside or the courtyards. In addition, some Board members have heard from some of these unit owners that they really want the benefit of the energy efficient solar screens on these windows because it will or has greatly reduced their electric costs for air conditioning in the summer.

Vendors Consulted:

Austin Custom Screens 512 837-7081, estimates 633-2518

Sliding Glass Doors and Screens

Original Equipment

The original patio doors are sliding glass patio doors with single pane glass, aluminum frames and no grills.

The original screens have aluminum frames and aluminum colored screening and cover only half of the door.

Both these doors and these screens move on vinyl casters that can become worn due to dirt in the tracks. The casters may need to be replaced to renew easy mobility.

Board Investigation

The Board surveyed the patio doors and screens currently installed and investigated the availability and expense of replacing patio doors and screens.

Currently 28 patio doors are original doors, 2 are sliding glass patio doors with white vinyl frames, 4 are French doors with white frames, and full length glass on both sides (1 with internal blinds, 1 with grills) Cultural values now support the use of energy efficient designs and double pane glass. Sliding glass patio doors with aluminum frames are no longer readily available. After considering the alternatives, the Board has determined that if sliding glass doors facing the parking lots on the east, south and west side are not identical, there is little or no impact on the appearance of the Summit because they are mostly hidden by the patio fences. However, the sliding glass doors that face the north parking lot and the interior court

yards are readily visible to everyone in these areas and affect the unified appearance of the Summit. Therefore, it is reasonable to apply different standards to these two areas.

Currently 26 of the patio and balcony doors have original screens, 11 have dark screens on both sides of the door, 5 have dark screens on one side, and 7 have no screens. Cultural values now support using energy efficient solar screens with darker screening that cover both sides of the patio and balcony doors.

Board Approval Required

A unit owner must seek and obtain the approval of the Board for the replacement of any sliding glass doors in the exterior walls. To obtain approval the unit owner must comply with all requirements of the City of Austin related to the installation of the doors and provide the Board with a complete description of the door including the frame material and color, and the type of screen.

Pre-approved Features

Doors Facing North toward Ashdale and the Court Yard

The Board considers the following style alternatives acceptable.

- Single pane, double pane or triple pane glass.
- Clear insulating glass, energy saving, low-E glass, insulating glass with argon, tempered glass. (Obscure privacy glass is not acceptable.)
- White vinyl framing and materials with an appearance similar to the original doors
- Solar screens with frames made of white vinyl, aluminum or similar material on both sides of the door
- Black screening material with 60% density.

Doors Facing Parking Lot on West, South and East

The Board considers the following style alternatives acceptable.

1. Sliding glass doors with the following features:

- Single pane, double pane or triple pane glass.
- Clear insulating glass, energy saving, low-E glass, insulating glass with argon, tempered glass. (Obscure privacy glass is not acceptable.)
- White vinyl framing and materials with an appearance similar to the original doors
- Solar screens with frames made of white vinyl, aluminum or similar material on both sides of the door
- Black screening material with 60% density.

2. Double Panel French doors with the following features

- Single pane, double pane or triple pane glass.
- Clear insulating glass, energy saving, low-E glass, insulating glass with argon, tempered glass. (Obscure privacy glass is not acceptable.)
- White vinyl framing and materials with an appearance similar to the original doors
- No screens are needed but if screens are preferred then screens with frames made of white vinyl, aluminum or similar material and black screening material with 60% density.

Vendor for sliding glass door repairs
Advantage Supply (512) 443-5678

Vendors Consulted:

Lowe's
Home Depot

Allied Siding and Windows 713 NO PAINT
Pella Windows and Doors 800 840 3120

Light Fixtures on Patios and Balconies

Original Equipment

The original light fixtures on the patios across the front of the Summit and on all second floor balconies are a coach light style with straight sides and a slightly larger size on the first floor. The original light fixtures on the rest of the patios are called outdoor wall lanterns.

Board Investigation

The Board has surveyed the light fixtures currently on the patios and balconies and investigated the expense of replacing patio and balcony door screens. Currently across the front and on the balconies only 1 of the coach light style fixtures are the original, one has been replaced by a fixture a bit like coach lights but with curved sides. Currently of the patios on the east, south and west, 25 have light fixtures like the original and 3 have replaced them with coach house lights.

Board Approval Required

A unit owner must seek and obtain the approval of the Board for the replacement of any light fixtures on the exterior walls. To obtain approval the unit owner must provide the Board with a complete description of the light.

Pre-approved Features

Lights Facing North toward Ashdale and the Court Yards

The Board considers the following style alternatives acceptable.

- Black coach house lights like the Portfolio 1-Light Outdoor Wall Lantern Model # FY06-043 shown as Item 156440 in Lowe's online catalogue which has a round black metal piece that attaches to the wall and from which extends perpendicularly a round black metal piece that holds the light bulb from the bottom of the fixture and has four clear glass panels set in a black metal frame rising above it with a top resembling a mushroom on a hill above the panels and a bottom resembling a narrow cone with a protrusion near the end from below the glass panels

Lights Facing Parking Lot on West, South and East

The Board considers the following style alternatives acceptable.

- Black Portfolio 1-Light Outdoor Wall Lantern Model # FY05-005BLK-M shown as Item 156459 in Lowe's online catalogue which has a round black metal piece that attaches to the wall and from which extends perpendicularly a round black metal piece that holds a light bulb from the top of the fixture and clear glass globe that is shaped like a canning jar with decorative ridges near the top and bottom of the globe.

Vendors Consulted:

Lowe's

Storm/Screen Doors

Original Equipment

The original storm/screen doors have dark brown aluminum frames, a dark brown aluminum kick panel and a glass insert covering approximately 5/6 of the door. The door handle is black and only locks from the inside. These doors do not have screens.

Board Investigation

The Board has surveyed the storm/screen doors currently on the front doors. The kick panel on these doors tends to become faded, dented and scratched over time. Currently there are at least 10 different styles of doors. 32 doors are the original style. In addition to the original style, there are doors with full glass, 1/3 as a kick plate with variations of single glass with and without full screens, split glass with and without half screens, sometimes on the top sometimes on the bottom. The handles are black, brass and either silver or pewter. The Board has also investigated the availability and expense of replacing storm/screen doors. Current values support the use of energy efficient dual glass panes on the doors.

Board Approval Required

A unit owner must seek and obtain the approval of the Board for the replacement of any storm/screen doors. To obtain approval the unit owner must provide the Board with a complete description of the door.

Pre-approved Features

The Board considers the door with the following features acceptable:

- Dark brown vinyl frames or frames of material with similar appearance
- Full length glass from the top to bottom of the frame
- Without any screening
- Brass lever handles

Vendors Consulted:

Lowe's

Home Depot

Wooden Front Doors

Original Equipment

The original front doors are 2" thick, solid core wooden doors. They have wood molding trim glued to the door in the form of two rectangles with concave corners. Door bells are installed in the door and each has numbering made of black numbers on a white rectangular basis.

Board Investigation

All but one door appears to be original though some have been replaced. Doors with the original wood molding are no longer available. However, molding from the current doors can be carefully removed and reattached to new doors. Consistent numbering style is needed and the board anticipates replacing all numbers when the complex is repainted in 2 or 3 years.

Board Approval Required

A unit owner must seek and obtain the approval of the Board for the replacement of any wooden front doors. To obtain approval the unit owner must provide the Board with a complete description of the door.

Pre-approved Features

The Board considers the following style alternatives acceptable.

- 2" thick, solid core wooden doors.
- Wood molding trim glued to the door in the form of two rectangles with concave corners transferred from old door to new one
- Brass lever door knobs
- Brass door bells/knockers and peep holes of the unit owners choice
- Numbering made of black numbers on a white rectangular basis until the next repainting.

Vendors Consulted:

Lowe's

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dec 29, 2011 11:18 AM

2011190688

MACHADOP: \$100.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS



TRV

2012145596

21 PGS

**RESOLUTION TO FILE DEDICATORY INSTRUMENTS
FOR
The Summit Condominiums Homeowners Association, Inc.**

WHEREAS Texas Property Code § 202.006(a) has become effective January 1, 2012, requiring associations to file all dedicatory instruments, as defined by Texas Property Code § 202.001(1), in the official public records of the county or counties wherein they are located.

WHEREAS, failing the filing of the same, the Association's various dedicatory instruments would not be enforceable.

BE IT RESOLVED, that the following attached documents be caused to be filed in the official public records of the county or counties wherein the Association is located.

To the extent any of the attached dedicatory instruments conflict with any previous guidelines, rules, covenants, or restrictions, the dedicatory instruments filed herewith shall control.

This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective January 1, 2012.

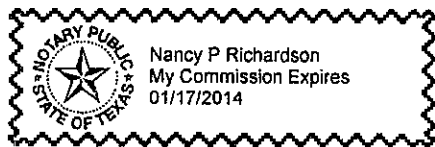
Executed this the 20th day of June, 2012.

By: Barbara WilsonName: BARBARA WILSONTitle: PRESIDENT, BOARD OF DIRECTORS

STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on this the 20th day of June, 2012, by Barbara Wilson, President of and for the Association, for the purposes therein expressed.



Nancy P Richardson
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Goodwin Management, Inc.
11149 Research Blvd., Suite 100
Austin, Texas 78759



The State of Texas

SECRETARY OF STATE

The undersigned, as Secretary of State of the State of Texas, HEREBY CERTIFIES that the attached is a true and correct copy of the following described instruments on file in this Office:

THE SUMMIT CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.

ARTICLES OF INCORPORATION

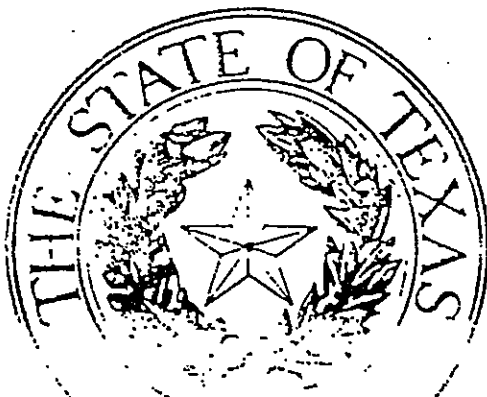
NOVEMBER 24, 1981

FORFEITURE

JANUARY 21, 1985

REINSTATEMENT

MAY 12, 1988



IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, this

15 day of JUNE A. D. 19 88

Paul M. Rains

Secretary of State



The State of Texas

Secretary of State

JULY 7, 1999

THE SUMMITT CONDOMINIUMS HOMEOWNERS ASSOC.
3432 GREYSTONE DRIVE, SUITE 100
AUSTIN ,TX 78731

RE:
THE SUMMIT CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.
CHARTER NUMBER 00586689-01

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD YOUR
CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE, OR BOTH.

THE APPROPRIATE EVIDENCE IS ATTACHED FOR YOUR FILES AND THE
ORIGINAL HAS BEEN FILED IN THIS OFFICE.

PAYMENT OF THE FILING FEE IS ACKNOWLEDGED BY THIS LETTER.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.



A handwritten signature in cursive script, reading "Elton Bomer".

Elton Bomer, Secretary of State

FILED
In the Office of the
Secretary of State

NOV 24 1981

ARTICLES OF INCORPORATION
OF THE SUMMIT CONDOMINIUMS
HOMEOWNERS ASSOCIATION, INC.

CLERK OF
Corporation Division

We, the undersigned natural persons of the age of twenty-one (21) years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following articles of incorporation for such corporation.

ARTICLE I

The name of the corporation is: THE SUMMIT CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC., hereinafter sometimes called the "Corporation" or the "Association".

ARTICLE II

The Corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purpose or purposes for which the Corporation is organized are:

(1) to operate, manage, maintain and administer the affairs of The Summit Condominiums, (hereinafter sometimes referred to as "the Project" or "the Condominium Project") a condominium project established pursuant to Article 1301a of the Texas Revised Civil Statutes and that certain DECLARATION AND MASTER DEED FOR THE SUMMIT CONDOMINIUMS (the "Declaration") to be recorded in the Condominium Records of Travis County, Texas, said Declaration being incorporated herein by reference for all purposes;

(2) to enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the Condominium Project in accordance with the Declaration and the BYLAWS OF THE SUMMIT CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC., a non-profit corporation (the "Bylaws");

(3) To promote the health, safety and welfare of the residents within the Condominium Project;

(4) to exercise the powers and privileges and to perform all of the duties and obligations of the Corporation arising from the Declaration as amended from time to time;

(5) to enforce applicable provisions of the Declaration, the Bylaws, any rules and regulations of the Corporation, and any other instrument for the management and control of the Project, including without limitation, the power:

(a) to fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration;

(b) to contract for and pay all expenses incurred in connection with the maintenance, gardening, utilities, materials, supplies and services relating to the Common Elements of the Project (as defined in the Declaration);

(c) to employ personnel reasonably necessary for administration and control of the Common Elements, including lawyers and accountants where appropriate; and

(d) to pay all office and other expenses incident to the conduct of business of the Corporation, including all licenses, taxes and special assessments which are or would become a lien on any portion of the Project property;

(6) to have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Corporation under the Texas Non-Profit Corporation Act may now or hereafter have or exercise, including without limitation, the power:

(a) to acquire (by purchase, grant or otherwise), annex and merge, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for

public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;

(b) to borrow money, mortgage, pledge, or apothecate any or all of its real or personal property as security for money borrowed or debts incurred in accordance with the Declaration limitations; and

(c) to act in the capacity of principal, agent, joint venturer, partner, or otherwise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and the purposes and powers in each clause shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers.

ARTICLE V

The street address of the initial registered office of the Corporation is 8108 Mesa Drive, Suite 102-C7, Austin, Texas 78759, and the name of its initial registered agent at such address is Byron Hoopes.

ARTICLE VI

Every person or entity who is an owner under an executed contract for Deed or a record owner of a fee or undivided fee interest in any condominium unit in the Project, and only such persons or entities shall be a member of the Association. Ownership, as defined herein, of such condominium unit shall be the sole qualification for membership in the Corporation and membership in the Corporation shall be appurtenant to and may not be separated from ownership of any condominium unit in the Project. The Corporation may (but shall not be required to) issue certificates evidencing membership herein. The share of an owner in the funds and assets of the Corporation cannot be assigned, pledged or transferred in any manner except as an appurtenance to his unit in the Condominium Project.

No owner, other than the Declarant or Developer under the Declaration shall be entitled to vote at any meeting of the Corporation until he has presented to the Corporation evidence of ownership of a unit in the Condominium Project. The vote of each owner may be cast by such owner or by proxy given to his duly authorized representative.

Each owner shall be entitled to a vote, the value of which shall be based on the proportionate share of the total Project owned by the particular owner, as set forth more fully in the Declaration. When more than one person or entity holds an interest in any condominium unit, all such persons may exercise the voting power granted herein as they among themselves determine, but in no event shall more than one vote be counted with respect to any condominium unit. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

An owner in default of any provision of the Declaration shall not be entitled to vote at any meeting of the Corporation so long as such default is in existence.

ARTICLE VII

The name and street address of each incorporator is:

NAME

ADDRESS

Charles E. Kreutz

2600 Austin National Bank Tower
Austin, Texas 78701

Boyce Jay Malley, Jr.

2600 Austin National Bank Tower
Austin, Texas 78701

Berry Roberts

2600 Austin National Bank Tower
Austin, Texas 78701

ARTICLE VIII

The affairs of this Association shall be managed by a Board of Directors consisting of three (3) Directors until the first meeting of the Association, at which meeting, five (5) members of the Association shall be elected to the Board of Directors. The number of Directors may be changed only by amendment of these Articles of Incorporation, and may not be changed by amendment of the Bylaws of the Association. The names and

addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

NAME

ADDRESS

Byron M. Moopes

8108 Mesa Drive, Suite 102C
Austin, Texas 78759

Marion L. Moopes

8108 Mesa Drive, Suite 102C
Austin, Texas 78759

Stanley Schieber

8108 Mesa Drive, Suite 102C
Austin, Texas 78759

All of the powers and prerogatives of the Corporation shall be exercised by the initial Board of Directors above named until the first meeting of the Association. The first meeting of the Association shall be held within thirty (30) days after the expiration of ninety (90) days from the date upon which there has occurred the conveyance by Declarant of one hundred (100%) percent of the Units, or sooner at the option of Declarant.

ARTICLE IX

Amendment of these Articles of Incorporation shall be by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon receiving at least ninety percent (90%) vote of the membership.

IN WITNESS WHEREOF, we have hereunto set out hands, this 23rd day of November 1981.

Charles B. Kreutz
Charles B. Kreutz

Royce Jay Hailer, Jr.
Royce Jay Hailer, Jr.

Berry Roberts
Berry Roberts

SUBSCRIBED TO November 23, 1981.

Susan R. Woodard
Notary Public - State of Texas

13740/10-13-81

Page 13.

THE STATE OF TEXAS

COUNTY OF DAVEN

On November 20, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared William H. Hays, known to me to be the AGENT of J.A.V. INC., whose name is subscribed to the within Declaration and Master Deed, and known to me to be the person and officer who executed the within instrument on behalf of such Corporation, as the act and deed of such Corporation, and acknowledged to me that he executed such instrument for the purposes and consideration set forth therein and in the capacity therein stated, pursuant to the Corporation's Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



(NOTARY SEAL)

THE STATE OF TEXAS

COUNTY OF Travis

Larry W. Langley
Notary Public - State of Texas

LARRY W. LANGLEY
Notary Public, State of Texas
My Commission Expires 12-24-84

On November 20, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared W. H. Hays, known to me to be the AGENT of FIRST SERVICE CORPORATION, whose name is subscribed to the within Declaration and Master Deed, and known to me to be the person and officer who executed the within instrument on behalf of such Corporation, as the act and deed of such Corporation, and acknowledged to me that he executed such instrument for the purposes and consideration set forth therein and in the capacity therein stated, pursuant to the Corporation's Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

My Commission Expires:



(NOTARY SEAL)

Larry W. Langley
Notary Public - State of Texas

LARRY W. LANGLEY
Notary Public, State of Texas
My Commission Expires 12-24-84

SECRETARY OF STATE

AUSTIN, TEXAS

00013400120

DETERMINATION OF FORFEITURE PURSUANT TO ARTICLE 12.17 TAXATION-
GENERAL, VERNON'S CIVIL STATUTES

CAME to be considered on the date shown hereon, forfeiture of the Charter
or the Certificate of Authority of the following corporation; the Secretary of State
finds and determines the following:

CORPORATION NAME	CHARTER NO.	RIGHTS FORFEITED	CERTIFICATE/CHARTER FORFEITED
THE SUMMIT CONDOMINIUMS HOMEOWNERS ASS	586689-1	05/23/83	01/21/85

That the Comptroller of Public Accounts has notified this office that said
corporation has failed to file a current year franchise tax report to establish the
existence of assets from which a judgment for the franchise taxes, penalties and
court costs may be satisfied.

That the Comptroller of Public Accounts has further stated that the said corpo-
ration has failed or refused to revive its right to do business prior to the first
day of January next succeeding the date of forfeiture of its right to do business
as provided by law.

IT IS THEREFORE ORDERED that the Charter or Certificate of Authority of the
above named corporation be and the same is hereby forfeited without judicial ascertainment
and made null and void, and that the proper entry be made upon the permanent files and
records of such corporation to show such forfeiture as of the date hereof.

BYLAWS
OF
THE SUMMIT CONDOMINIUMS
HOMEOWNERS ASSOCIATION, INC
A NON-PROFIT CORPORATION

The name of this non-profit corporation shall be The Summit Condominiums Homeowners Association, Inc. (the "Association").

ARTICLE I.
PURPOSE AND PARTIES

1. The purpose for which the Association is formed is to govern the condominium regime known as The Summit Condominiums, situated in the County of Travis, State of Texas, which property is described in that certain Declaration and Master Deed for The Summit Condominiums ("Declaration"), and which property shall be submitted to the regime created by the Texas Condominium Act by the recording of the Declaration and the Exhibits thereto, including a true and correct copy of these Bylaws. All definitions and terms contained in said Declaration shall apply hereto and are incorporated herein by reference.

2. All present or future Owners, tenants, future tenants of any Unit, or any other person who might use in any manner the facilities of the Project are subject to the provisions and any regulations set forth in these Bylaws. The mere acquisition, lease or rental of any Unit or the mere act of occupancy of a Unit will signify that these Bylaws are accepted, approved, ratified, and will be complied with.

ARTICLE II.
MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

1. Membership. Except as is otherwise provided in these Bylaws, ownership of a Unit (including ownership under Contract for Deed) is required in order to qualify for membership in this Association. Any person on becoming an Owner of a Unit shall automatically become a Member of this Association and be subject to these Bylaws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with this Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the Owners have, either through the Board of Directors of the Association or directly against such former Owner and Member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.

2. Voting. The Owner or Owners of each Unit shall be entitled to one vote, the value of which shall equal the Common Interest assigned to said Owner's or Owners' Unit, as set forth in Exhibit "C" to the Declaration.

3. Majority of Owners. As used in these Bylaws, the term "majority of Owners" shall mean those voting Owners holding fifty-one percent (51%) of the Common Interest.

4. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of fifty-one percent (51%) of the Common Interest of the Owners shall constitute a quorum. In the event a quorum is not present, then the meeting called shall be adjourned, and notice of a new meeting for the same purposes within five (5) days to four (4) weeks shall be sent by mail or hand delivered to each Unit, at which meeting the number of Owners represented in person or by proxy shall be sufficient to constitute a quorum. An affirmative vote of a majority of the Owners present, either in person or by proxy, shall be required to transact the business of the meeting.

5. Proxies. Votes may be cast in person or by written proxy. No proxy shall be valid after eleven (11) months from the date of its execution unless specifically provided in the proxy. All proxies must be filed with the Secretary or Assistant Secretary of the Association before the appointed time of each meeting.

ARTICLE III.
ADMINISTRATION

1. Association Responsibilities. The Owners will constitute the Association which will have the responsibility of administering the Project through a Board of Directors. In the event of any dispute or disagreement between any Owners relating to the Project, or any questions of interpretation or application of the provisions of the Project Documents, each dispute or disagreement shall be submitted to the Board. The determination of such dispute or disagreement by the Board shall be binding on each and all such

Owners, subject to the right of Owners to seek other remedies provided by law after such determination by the Board.

2. Place of Meeting. Meetings of the Association shall be held at such suitable place, convenient to the Owners, as the Board of Directors may determine.

3. Annual Meetings. The first meeting of the Association shall be held within thirty (30) days after the expiration of ninety (90) days from the date upon which there has occurred the conveyance by the Declarant of one hundred percent (100%) of the Units, or sooner at the option of Declarant. Thereafter, the annual meetings of the Association shall be held on or before forty-five (45) days after the expiration of the prior fiscal year. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Paragraph 5 of Article IV of these Bylaws. The Owners may also transact such other business of the Association as may properly come before them.

4. Special Meetings. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of Owners and having been presented to the Secretary or Assistant Secretary of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting. Any such meetings shall be held after the first annual meeting and shall be held within thirty (30) days after receipt by the President of such resolution or petition.

5. Notice of Meetings. It shall be the duty of the Secretary or Assistant Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place it is to be held, to each Owner of record and to each Institutional Lender (who may designate a representative to attend such meetings), at least ten (10) days, but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served.

6. Order of Business. The order of business at all meetings of the Owners of the Project shall be as follows:

- (a) Roll call and certifying proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

ARTICLE IV. BOARD OF DIRECTORS

1. Number and Qualification. Until the first meeting of the Association, the affairs of this Association shall be governed by a Board of Directors consisting of the three (3) persons delineated in the Articles of Incorporation of the Association. At such first meeting, there shall be elected any five (5) Members of the Association to the Board of Directors who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified.

2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a residential condominium project in keeping with the character and quality of the neighborhood in which it is located. The Board of Directors may do all such acts and things except as by law or by these Bylaws or by the Declaration may not be delegated to the Board of Directors.

3. Other Powers and Duties. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following, all of which shall be done for and in behalf of the Owners of the Condominiums:

(a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration, the Bylaws of the Association and supplements and amendments thereto.

(b) To establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of the Project with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each Owner promptly upon the adoption thereof.

(c) To acquire, construct, manage, maintain and keep in good order, condition and repair all of the General and Limited Common Elements and all items of common personal property used by the Owners in the enjoyment of the entire premises, except as such duty may be specifically designated herein to each Owner.

(d) To insure and keep insured all of the insurable General Common Elements of the Project in an amount equal to their maximum replacement value as provided in the Declaration. Maximum replacement value shall be determined annually by one or more written appraisals. Further, to obtain and maintain comprehensive public liability insurance as provided in the Declaration. To insure and keep insured all of the fixtures, equipment and personal property acquired by the Association for the benefit of the Association and the Owners of the Units and their Mortgagees. The limits and coverage shall be reviewed at intervals of not less than one (1) year and adjusted, if necessary, to provide such coverage and protection as the Association may deem prudent. So long as the Federal Home Loan Mortgage Corporation (FHLMC) and/or the Federal National Mortgage Association (FNMA) is a Mortgagee of a Unit in the Project, or owns a unit therein, the Association shall maintain in effect at least such casualty, flood and liability insurance and a fidelity bond, meeting standards established by FHLMC and FNMA for condominiums, as published in the FHLMC "Servicer's Guide" and the FNMA Conventional Home Mortgage Selling Contract Supplement or otherwise, except to the extent such requirements shall have been waived in writing by FHLMC and/or FNMA. Worker's compensation insurance shall at all times be carried to the extent required to comply with any applicable law with respect to the employees, if any, of the Association.

Each Owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on the furnishings and other items of personal property belonging to an Owner and casualty and public liability insurance coverage within each Unit are specifically made the responsibility of each Owner.

(e) To prepare a Common Expense budget for the Project, at least annually; to determine the amount of common charges payable by the Owners to meet the Common Expenses and to allocate and assess such amounts among the Owners according to the Declaration and these Bylaws; by a majority vote of the Board to decrease or increase the amount of the monthly Assessments; to levy and collect special Assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operation or maintenance expenses or costs, or additional capital expenses, or because of emergencies.

(f) To collect delinquent assessments by suit or otherwise and to enjoin and seek damages from an Owner who may be in default as is provided in the Declaration and these Bylaws. To provide for and enforce a per diem late charge and to collect interest.

(g) To protect and defend the entire Project from loss and damage by suit or otherwise.

(h) To borrow funds in order to pay for any expenditure or outlay required pursuant to authority granted by the provisions of the Declaration and these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary. Such indebtedness shall be the several obligation of all of the Owners in the same proportion as their Common Interests.

(i) To enter into contracts within the scope of their duties and powers.

(j) To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.

(k) To make repairs, additions, alterations and improvements to the Common Elements consistent with managing the Project in a manner in keeping with the character and quality of the neighborhood in which it is located, the best interest of the Owners and the Declaration and these Bylaws.

(l) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners, and to cause a complete audit of the books and accounts by a certified or public accountant, once each year.

(m) To prepare and deliver annually to each Owner a statement showing receipts, expenses of disbursements since the last such statement.

(n) To meet at least once each quarter; provided that any Board of Directors meeting may be attended and conducted by telephone or other device which permits all of the Directors in attendance to participate in such meeting, and provided further that any action required to be taken at any meeting of the Board of Directors, or any action which may be taken at such meeting, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Board.

(o) To designate the personnel necessary for the maintenance and operation of the General and Limited Common Elements.

(p) In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the governing and the operation of this Project.

(q) The Board of Directors may employ for the Association a management agent (Managing Agent) who may be delegated and shall exercise some or all of the powers granted to the Board of Directors by the Declaration and Bylaws as determined by the Board, except for the powers of attorney-in-fact set forth in the Declaration.

Any agreement for professional management of the Project, or any other contract providing for services by the Declarant, must have a maximum contract term of one (1) year and must provide for termination by either party without cause or payment of a termination fee on thirty (30) days' or less written notice.

(r) To prepare and file annual tax returns with the federal government and to make such elections as may be necessary to reduce or eliminate the tax liability of the Association. Without limiting the generality of the foregoing, the Board may, on behalf of the Association, elect to be taxed under Section 528 of the Internal Revenue Code or any successor statute conferring income tax benefits on homeowners' associations. In connection therewith, the Board shall take such steps as are necessary to assure that the income and expenses of the Association for any taxable year shall meet the limitations and restrictions provided in said Section 528 of the Internal Revenue Code or any successor statute conferring benefits on homeowners' associations as are in effect from time to time. Initially the Board shall comply with the following limitations and restrictions:

(i) At least sixty percent (60%) of the gross income of the Association for any taxable year shall consist solely of amounts received as membership dues, fees, or assessments from Unit Owners;

(ii) At least ninety percent (90%) of the expenditures of the Association for any taxable year shall be for the acquisition, construction, management, maintenance, and care of Association property;

(iii) No part of the net earnings of the Association shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of Association property and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any private Member or individual. In addition, the Board shall take such steps as are necessary to insure that substantially all of the Units will be used as residences.

4. No Waiver of Rights. The omission or failure of the Association or any Owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provision of the Declaration, the Bylaws or the rules and regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board of Directors or the Managing Agent shall have the right to enforce the same thereafter.

5. Election and Term of Office. At the first meeting of the Association the term of office of three (3) Directors shall be fixed at two (2) years; and the term of office of two (2) Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided.

6. Vacancies. Vacancies in the Board of Directors caused by death, resignation or disqualification, or by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.
7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.
8. Organization Meeting. The first meeting of a newly elected Board of Directors following the annual meeting of the Owners shall be held within ten (10) days thereafter at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.
9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors but at least one such meeting shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting.
10. Special Meetings. Special meetings of the Board of Directors may be called by the President on five (5) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary or Assistant Secretary of the Association in like manner and on like notice on the written request of one or more Director.
11. Waiver of Notice. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.
13. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association or of the Managing Agent, if any, handling or responsible for Association funds shall furnish fidelity bonds in accordance with the Declaration. The premiums on such bonds shall be a Common Expense.
14. Compensation. No member of the Board of Directors shall receive any compensation for acting as such.

ARTICLE V. FISCAL MANAGEMENT

The provision for fiscal management of the Project for and in behalf of all of the Owners as set forth in the Declaration shall be supplemented by the following provisions:

1. Accounts. The funds and expenditures of the Owners by and through the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be Common Expenses:
 - (a) Current expense, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves and to additional improvements.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for replacement (sinking funds), which shall include funds for repair or replacement required because of damage, wear or obsolescence.

2. Fiscal Year. The fiscal year for the Association shall be the calendar year.

ARTICLE VI.

OFFICERS

1. Designation. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board of Directors shall, from time to time, elect. Such officers need not be members of the Board of Directors, but each shall be either an Owner of a Unit or, if the Owner is a firm, partnership, corporation, association or other legal entity, the authorized representative of such entity, or the Declarant or his representative(s). The office of President and Treasurer may be held by the same person, and the office of Vice President and Secretary may be held by the same person.

2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office subject to the continuing approval of the Board.

3. Resignation and Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. Any officer may resign at any time by 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, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4. Vacancies. A vacancy in any office because of the death, resignation, removal, disqualification or otherwise of the officer previously filling such 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.

5. President. The President shall be the chief executive officer of the Association. He, or she, shall preside at all meetings of the Association and of the Board of Directors. He, or she, shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the Owners from time to time as he, or she, may in his, or her, discretion decide is appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the Members of the Association at any regular or special meetings.

6. Vice President. The Vice President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his, or her, inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties he, or she, is directed to perform by the President.

7. Secretary. The Secretary shall keep all the minutes of the meeting of the Board of Directors and the minutes of all meetings of the Association; he, or she, shall have charge of such books and papers as the Board of Directors may direct; and he, or she, shall, in general, perform all the duties incident to the office of Secretary and as is provided in the Declaration and the Bylaws.

The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each Member's name the number or other appropriate designation of the Unit owned by such Member, the undivided percentage interest in the Common Elements of such Member and a description of the Limited Common Elements assigned for exclusive use in connection with such Unit. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

8. Assistant Secretary. The Assistant Secretary, if any, shall have all the powers and authority to perform all the functions and duties of the Secretary in the absence of the Secretary or in the event of the Secretary's inability for any reason to exercise such powers and functions or to perform such duties, and also to perform any duties he, or she, is directed to perform by the Secretary.

9. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He, or she, shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. In the event a Managing Agent has the responsibility of collecting and disbursing funds, the Treasurer shall review the accounts of the Managing Agent within fifteen (15) days after the first day of each month.

ARTICLE VII.
INDEMNIFICATION OF OFFICERS, DIRECTORS AND MANAGING AGENT

1. Indemnification. The Association shall have the power to indemnify any Officer or Director thereof and the Declarant, 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 (whether or not by or in the right of the Association) by reason of the fact that such person is or was a Director or Officer of the Association, against all loss, expenses (including but not limited to attorneys' fees and cost of the proceeding), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with or in defense of such action, suit or proceeding if such person acted in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Association; provided, that with respect to: (1) any criminal action or proceeding, such person had no reasonable cause to believe that his conduct was unlawful; or (2) any civil claim, issue or matter, such person shall not be guilty of gross negligence or willful misconduct in the performance of his duties to the Association. Termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person had reasonable cause to believe that his conduct was unlawful, that such person did not act in good faith or in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, or that such person is guilty of gross negligence or willful misconduct in the performance of his duties to the Association, all such matters being determined solely and exclusively for the purpose of indemnification as herein provided.

Indemnification under the preceding paragraph shall be made by the Association only as authorized in each specific case upon the determination that indemnification of such person is proper in the circumstances because he has met the applicable standards of conduct as set forth herein. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding; or (2) if such a quorum is not obtainable by (a) independent legal counsel in a written opinion, or (b) the Members of the Association and no Member shall be disqualified from voting because he is or was a party to any such action, suit or proceeding. Indemnification so determined may be paid, in part, before the termination of such action, suit or proceeding upon the receipt by the Association of any undertaking by or on behalf of the person claiming such indemnification to repay all sums so advanced if it is subsequently determined that he is not entitled thereto as provided in this Article.

To the extent that a Director or Officer of the Association has been successful on the merits or otherwise in the defense of any action, suit or proceeding, whether civil or criminal, such person shall be indemnified against such expenses (including costs and attorneys' fees) actually and reasonably incurred by him in connection therewith.

Indemnification provided herein shall be exclusive of any and all other rights and claims to which those indemnified may be entitled as against the Association, and every Director, Officer or employee thereof under any Bylaw, resolution, agreement, or law and any request for payment hereunder shall be deemed a waiver of all such other rights, claims or demands as against the Association and each Director, Officer and employee thereof. The indemnification provided herein shall inure to the benefit of the heirs, executors, administrators and successors of any person entitled thereto under the provision of this Article.

The Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provision of this Article.

All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses; provided, however, that nothing in this Article VII contained shall be deemed to obligate the

Association to indemnify any Member or Owner of a Unit who is or has been a Director or Officer of the Association with respect to any duties or obligations assumed or liability incurred by him under and by virtue of the Declaration and these Bylaws that were assumed or incurred outside of his conduct specifically related to the fulfillment of his duties as an Officer or Director of the Association.

2. Other. The Board of Directors, Officers or the Managing Agent shall enter contracts or other commitments as agents for the Association, and they shall have no personal liability for any such contract or commitment (except such liability as may be ascribed to them in their capacity as Owners), provided, however, that such exclusion of personal liability shall apply to the Managing Agent only so long as it is acting within its scope of authority, and the liability of any Owner on such contract or commitment shall be limited to such proportionate share of the total liability thereof that the Common Interest of each Owner bears to the aggregate Common Interest of all of the Owners as set forth in Exhibit "C" of the Declaration.

ARTICLE VIII. AMENDMENTS TO BYLAWS

These Bylaws may be amended in writing by the majority of Owners; provided, however, that such authority may be delegated by the majority of Owners to the Board as allowed by the Texas Non-Profit Corporation Act.

ARTICLE IX. EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND DESIGNATION OF VOTING REPRESENTATIVE

1. Proof of Ownership. Except for those Owners who purchase a Unit from Declarant, any person, on becoming an Owner of a Unit, shall furnish to the Managing Agent or Board of Directors a true and correct copy of the original or a certified copy of the recorded instrument vesting that person with an interest or ownership in the Unit, which copy shall remain in the files of the Association. A Member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or special meeting of Members unless this requirement is first met.

2. Registration of Mailing Address. The Owner or several Owners of an individual Unit shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons to be used by the Association. Such registered address of an Owner or Owners shall be deemed to be the mailing address of the Unit owned by said Owner or Owners unless a different registered address is furnished by such Owner(s) to the Managing Agent or Board of Directors within fifteen (15) days after transfer of title, or after a change of address; and such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized by law to represent the interest of (all of) the Owner(s) thereof.

3. Designation of Voting Representative - Proxy. If a Unit is owned by one individual, his right to vote shall be established by the record title thereto. If title to a Unit is held by more than one individual or by firm, corporation, partnership, association, or other legal entity, or any combination thereof, such Owners shall execute a proxy appointing and authorizing one individual or alternate individuals to attend all annual and special meetings of Members and thereat to cast whatever vote the Owners themselves might collectively cast if they were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law; provided, however, that no proxy shall be valid after eleven (11) months from the date of execution unless specifically provided therein. Also, within thirty (30) days after such revocation, amendment or termination, the Owners shall reappoint and authorize one individual or alternate individuals to attend all annual and special meetings as provided by this Paragraph 3.

The requirements herein contained in this Article IX shall be first met before an Owner of a Unit shall be deemed in good standing and entitled to vote at an annual or special meeting.

ARTICLE X. OBLIGATIONS OF THE OWNERS

1. Assessments.

(a) Monthly Assessments. Assessments shall be due monthly in advance on the first day of each month. After monthly Assessments have been set by the Board of Directors, the Board of Directors shall prepare and deliver or mail to each Owner an individual statement of the Owner's monthly Assessment; thereafter, monthly statements shall

be prepared and delivered or mailed only in the event of a change in the monthly Assessment, the levying of a special Assessment or in the event an Owner becomes delinquent in payment of the monthly Assessments.

The Assessments made for Common Expenses shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Directors of the Association determines is to be paid by all of the Owners, including the Declarant, to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the Common Elements, which sum may include, but shall not be limited to: Expenses of management; taxes and special assessments until separately assessed; premiums for fire insurance with extended coverage and vandalism and malicious mischief with endorsements attached issued in the amount of the maximum replacement value of all of the Units (including all fixtures, interior walls and partitions, decorated and finished surfaces of perimeter walls, floors and ceilings, doors, windows and other elements or materials comprising a part of the Units); casualty and public liability and other insurance premiums; care of grounds; common lighting; repairs and renovations; removals of pollutants and trash collections; wages; professional, including legal and accounting fees (except that no Association funds may be used for the purpose of bringing suit against the Declarant, his representatives, successors or assigns), management fees, expenses and liabilities incurred by the Managing Agent or Board of Directors on behalf of the Owners under or by reason of this Declaration and the Bylaws of the Association; for any deficit arising or any deficit remaining from a previous period; the creation of a reasonable contingency fund, working capital, and sinking funds as well as other costs and expenses relating to the Common Elements. Utility expenses may increase from the amount budgeted because of rate or usage increases or fuel cost adjustments, and other budgeted line items may increase from time to time. In the event the cash requirements for utility expenses or any other recurring expense exceeds the budget amount for that particular expense line item, or in the event the cash requirements for Common Expenses exceed the aggregate assessments made pursuant to this Article, the Board of Directors for the Association may from time to time and at any time make pro rata increases in the monthly Assessments to include amounts sufficient to recoup operating budget deficits for utility expense or other recurring budget line item expenses or Common Expenses in the aggregate, as well as including increased current operating expenses. The omission or failure to fix the assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay the same.

(b) Special Assessments. In addition to those monthly assessments described in Paragraph (a) above, special Assessments may be made from time to time by the Board of Directors of the Association to meet other needs or to construct or establish facilities deemed of benefit to the Association and the Owners by the Board of Directors or to overcome deficits in the monthly operating budgets. However, there shall be no special Assessments for additions, alterations or improvements of or to the Common Elements, requiring an expenditure by the Association in excess of \$10,000 in any one calendar year without the prior approval of the majority of Owners. Such limitations shall not be applicable, however, to special Assessments for the replacement, repair, maintenance or restoration of any Common Elements which are to be paid for by the Association according to the Declaration and these Bylaws and shall not be applicable to the purchase, if any, by the Association of a Unit for use as an office by the Association.

(c) Voting. A Member shall be deemed in good standing and entitled to vote at any annual or special meeting of the Members, within the meaning of these Bylaws, if, and only if, he shall have fully paid all Assessments made or levied against him and the Unit owned by him.

(d) Owner's Personal Obligation for Payment of Assessments. The amount of total Assessments against each Unit shall be the personal and individual debt of the Owner thereof. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid Assessment in accordance with the terms of the Declaration.

During the development and sale period (which shall be defined as the period up to the time of the first annual meeting of the Association to be held within thirty (30) days after the expiration of ninety (90) days from the date upon which there has occurred the conveyance by the Declarant of one hundred percent (100%) in number of the Units in the Project, or sooner if elected by Declarant) the Declarant shall be responsible for payment of all Association Assessments for the unsold Units. So long as the Declarant owns one or more of the Units, he shall be subject to the provisions of the Declaration and these Bylaws.

2. Vendor's Lien. The obligation of each Owner to pay Assessments shall be secured by a Vendor's Lien retained in said Owner's Deed to his Unit, said Vendor's Lien being more particularly described in Section 4.3 of the Declaration.

3. Notice of Lien or Suit. An Owner shall give notice to the Association of every lien or encumbrance upon his Unit, other than for taxes and special Assessments, and notice of every suit or other proceeding which may affect the title to his Unit, and such notice shall be given within five (5) days after the Owner has knowledge thereof.

4. Owner's Maintenance and Repair.

(a) Maintenance and repair shall be according to the Declaration. An Owner shall maintain and keep in repair the interior of his own Unit, including the fixtures thereof. All fixtures and equipment installed within the Unit commencing at a point where the utilities enter the Unit shall be maintained and kept in repair by the Owner thereof (unless the cost of said maintenance and repair is otherwise herein designated a Common Expense). An Owner shall do no act nor omit to do any act that will impair the structural soundness or integrity of any Building or impair any easement or hereditament (nor shall he make any changes to the individual patio or balcony appurtenant to his Unit, if any).

(b) An Owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any General or Limited Common Element damaged by his negligence or by the negligence of his tenants or agents or guests.

5. Mechanic's Lien. Each Owner agrees to indemnify and to hold each of the other Owners harmless from any and all claims of mechanic's lien filed against other Units and the appurtenant Common Elements for labor, materials, services or other products incorporated in the Owner's Unit.

In the event such a lien is filed and/or a suit for foreclosure of mechanic's lien is commenced, then within ten (10) days thereafter such Owner shall be required to deposit with the Association cash or negotiable securities equal to double the amount of such claim plus interest at ten percent (10%) per annum for one (1) year together with the sum equal to ten percent (10%) of the amount of such claim, but not less than Two Hundred Fifty Dollars (\$250), which latter sum may be used by the Association for any costs and expenses incurred, including attorney's fees incurred for legal advice and counsel. Except as is otherwise provided, such sum or securities shall be held by the Association pending final adjudication or settlement of the claim or litigation. Disbursement of such funds or proceeds shall be made by the Association to insure payment of or on account of such final judgment or settlement. Any deficiency, including attorney's fees incurred by the Association, shall be paid forthwith by the subject Owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the Owner, and a lien against his Unit may be foreclosed as is provided in the Declaration for non-payment of Assessments. All advancements, payments, costs and expenses, including attorney's fees, incurred by the Association shall be forthwith reimbursed to it by such Owner(s), and the Owner(s) shall be liable to the Association for the payment of interest at the rate of ten percent (10%) per annum on all such sums paid or incurred by the Association.

6. General.

(a) Each Owner shall comply strictly with the provisions of the recorded Declaration and these Bylaws and amendments thereto.

(b) Each Owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which this Project was declared.

7. Use of General Common Elements and Limited Common Elements. Each Owner may use the General Common Elements and Limited Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners.

8. Right of Entry.

(a) An Owner shall grant the right of entry to the Managing Agent or to any other person authorized by the Association in case of an emergency originating in or threatening his Unit, whether the Owner is present at the time or not.

(b) An Owner shall permit other Owners, or their representatives, to enter his Unit for the purpose of performing installations, alterations or repairs to the mechanical, electrical or utility services which, if not performed, would affect the use of other Unit(s); provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

9. Rules and Regulations. The Board of Directors, pursuant to Paragraph 3(b) of Article IV of these Bylaws, reserves the power to establish, make and enforce compliance with such rules as may be necessary or desirable for the efficient and enjoyable operation, use and occupancy of this Project with the right to amend same from time to time. Copies of such rules and regulations shall be furnished to each Owner prior to the date when the same shall become effective.

ARTICLE XI.

ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS

The violation of any rule or regulation, or the breach of any Bylaw, or the breach of any provision of the Declaration, shall give the Board of Directors or the Managing Agent the right, in addition to any other rights set forth in the Declaration or herein, (i) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors or Managing Agent shall not be deemed guilty in any manner of trespass; and to expel, remove and put out, using such force as may be necessary in so doing, without being liable to prosecution or any damages therefor; and (ii) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

ARTICLE XII.

COMMITTEES

1. Designation. The Board of Directors may, but shall not be required to, appoint an executive committee, and it may designate and appoint members to the standing committees.

2. Executive Committee. The executive committee shall consist of at least three (3) persons who are Members and who shall be appointed by the Board of Directors from the members of the Board. One Member shall be the President. The executive committee shall supervise the affairs of the Association and shall regulate its internal economy, approve expenditures and commitments, act and carry out the established policies of the Association and report to the Directors at each meeting of the Board. The executive committee may hold regular meetings, monthly or as it may in its discretion determine. Special meetings may be called at any time by the chairman of the committee or by any of its members, either personally or by mail, telephone or telegraph, and a special meeting may be held by telephone.

3. Nominating Committee. Before each annual meeting, the Board of Directors may appoint a committee of three Members who shall nominate candidates for the Board. The names of the candidates shall be submitted on or before sixty (60) days before the election. Members may submit names of candidates other than those submitted by the nominating committee at least thirty (30) days prior to the election. Unless such names are submitted, either by the nominating committee or by the Members, no person shall be elected whose name is not so submitted unless no nominations are made, in which event the names of candidates shall be submitted at the election by the Members.

4. Architectural Control and Other Committees. Unless and until the Declarant has appointed an Architectural Control Committee in accordance with the Declaration, the Board shall either perform the functions of the Architectural Control Committee or shall appoint (together with Declarant as provided in the Declaration) a separate Architectural Control Committee consisting of three (3) Members who shall serve concurrent one (1) year terms. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

5. Vacancies. A vacancy in any committee shall be filled by the President until the next meeting of the Board of Directors.

ARTICLE XIII.

NON-PROFIT ASSOCIATION

This Association is not organized for profit. No Member, member of the Board of Directors, officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors, officer or Member; provided, however, always (1) that reasonable compensation may be paid to any Member, director or officer while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any Member, director or officer

may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XIV.
EXECUTION OF DOCUMENTS

The persons who shall be authorized to execute any and all contracts, documents, instruments or conveyance or encumbrances, including promissory notes, shall be two, one of each of the President or any Vice President, and the Secretary or any Assistant Secretary of the Association or some other person if so designated by the Board of Directors.

ARTICLE XV.
PROXY TO TRUST

Owners shall have the right to irrevocably constitute and appoint their Mortgagees their true and lawful attorney to vote their Unit membership in this Association at any and all meetings of the Association and to vest in such beneficiary or his nominees any and all rights, privileges, and powers that they have as Owners under the Bylaws of this Association or by virtue of the Declaration. Such proxy shall become effective upon the filing of a notice by the beneficiary with the Secretary or Assistant Secretary of the Association at such time or times as the beneficiary shall deem its security in jeopardy by reason of the failure, neglect, or refusal of the Association, the Managing Agent, or the Owners to carry out their duties as set forth in the Declaration. Such proxy shall be valid until such time as a release of the beneficiary's deed of trust is executed and a copy thereof delivered to the Secretary or Assistant Secretary of the Association, which shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners or to impose upon the beneficiary of the Deed of Trust the duties and obligations of an Owner.

ARTICLE XVI.
CONFLICTING OR INVALID PROVISIONS

Notwithstanding anything contained herein to the contrary, should all or part of any Article of these Bylaws be in conflict with the provisions of the Texas Non-Profit Corporation Act or the Texas Condominium Act, as amended, such Acts shall control; and should any part of these Bylaws be invalid or inoperative for any reason, the remaining parts, so far as is possible and is reasonable, shall be valid and operative.

ARTICLE XVII.
NOTICES

All notices to Members of the Association shall be given by delivering the same to each Owner in person or by depositing the notices in the U.S. Mail, postage prepaid, addressed to each Owner at the address last given by each Owner to the Secretary for mailing of such notices, all such notices shall be sent to the Unit of such Owner, and all Owner shall be deemed to have been given notice of the meetings upon the proper mailing of the notice to such addresses irrespective of the actual receipt of the notices by the Owners.

By our signatures hereto the undersigned, being all of the initial Directors of the Association, hereby adopt the foregoing Bylaws for the Association as of the _____ day of _____ 1981.

Bylaws sig.
page (part of
recorded decl.)

2-73-6228

or his successors may and all rights, privileges, and powers that they have as Owners under the Bylaws of this Association or by virtue of the Declaration. Such proxy shall become effective upon the filing of a notice by the beneficiary with the Secretary or Assistant Secretary of the Association at such time or times as the beneficiary shall deem its security in jeopardy by reason of the failure, neglect, or refusal of the said Owner, Managing Agent, or the Owners to carry out their duties as set forth in the Declaration. Such proxy shall be valid until the death of the beneficiary and shall be deemed to be renewed and a copy thereof delivered to the Secretary or Assistant Secretary of the Association, which shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners or to impose upon the beneficiary of the Deed of Trust the duties and obligations of an Owner.

ARTICLE XVI.
CONFLICTING OR INVALID PROVISIONS

Notwithstanding anything contained herein to the contrary, should all or part of any Article of these Bylaws be in conflict with the provisions of the Texas Non-Profit Corporation Act or the Texas Condominium Act, as amended, such Acts shall control; and should any part of these Bylaws be invalid or imperoperative for any reason, the remaining parts, so far as is possible and is reasonable, shall be valid and operative.

ARTICLE XVI. NOTICES

All notices to Members of the Association shall be given by delivering the same to each Owner in person or by depositing the notices in the U.S. Mail, postage prepaid, addressed to each Owner at the address last given by each Owner to the Secretary for mailing of such notices; all such notices shall be sent to the Unit of each Owner, and all Owner shall be deemed to have been given notice of the meetings upon the proper mailing of the notice to such addressee irrespective of the actual receipt of the notices by the Owner.

By our signatures hereto the undersigned, being all of the initial Directors of the Association, hereby adopt the foregoing Bylaws for the Association as of the 23rd day of November 1981.

[Handwritten signature]
JAMES H. SHARPES
HARTFORD 10, CONNECTICUT
[Handwritten signature]

STATE OF TEXAS
COUNTY OF TARRANT
I hereby certify that this instrument was FILED on this
date and at the time stamped herein by me and was duly
RECORDED in the Volume and Page of the record RECORDED
of Tarrant County, Texas, as shown herein by me, as

FILED

03 NOV 24 PM 2:12

County Clerk
Travis County, Texas

NOV 24 1964

David Hughes
COUNTY CLERK
FRANK COUNTY, ILL.



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Aug 31, 2012 08:15 AM 2012145596

GONZALES: \$96.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

7629 542



**AMENDMENT OF RULES AND REGULATIONS
OF
THE SUMMIT CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.**

Document reference. Reference is hereby made to that certain Declaration and Master Deed, The Summit Condominiums, filed in Vol. 7629, Page 516 of the Condominium Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is further made to the "Bylaws of The Summit Condominiums", attached as Exhibit "D" to the Declaration (together with all amendments thereto, the "**Bylaws**").

Reference is further made to the rules and regulations attached to that certain Resolution Consolidating Rules and Regulations, Collections and Architectural Standards and Adopting Standards Related to Flags, Water Harvesting Equipment, Solar Devices, and Payment Plans, filed as Document No. 2011190688 in the Official Public Records of Travis County, Texas (together with all amendments thereto the "**Rules**").

Reference is further made to the rules and regulations attached to that certain Amendment of Rules and Regulations of The Summit Condominiums Homeowners Association, Inc. related to parking and common elements, filed as Document No. 2014094550 in the Official Public Records of Travis County, Texas (together with all amendments thereto the "**Rules**").

The Declaration provides that owners of units subject to the Declaration are automatically made members of The Summit Condominiums Homeowners Association, Inc. (the "**Homeowners Association**");

The Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Section 82.102(a) of the Texas Uniform Condominium Act, Article V(1)(g) of the Declaration, and Article IV(3)(b) of the Bylaws, and has previously adopted the Rules;

The Board has voted to amend the Rules as provided herein;

Therefore, the Rules are hereby AMENDED as follows:

1. By ADDING a new paragraph 20 to Section II to read in its entirety as follows:

20. STANDBY ELECTRIC GENERATORS.

- a. Standby electric generators (as defined in section 202.019 of the Texas Property Code) may only be installed or maintained on property over which a unit owner has exclusive use and control. Standby electric generators shall not be installed or maintained on property owned or maintained by the Homeowners Association; or owned in common by the members of the Homeowners Association.
- b. All standby electric generators must be installed and maintained in compliance with:
 - (A) the manufacturer's specifications; and
 - (B) applicable governmental health, safety, electrical, and building codes;
- c. All work related to standby electric generators must be in compliance with the following:
 - i. installation of all electrical, plumbing, and fuel line connections is performed by licensed contractors;
 - ii. all electrical connections must be installed in accordance with applicable governmental health, safety, electrical, and building codes;
 - iii. all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be installed in accordance with applicable governmental health, safety, electrical, and building codes;

- iv. all liquefied petroleum gas fuel line connections must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes;
- v. any non-integral standby electric generator fuel tanks must be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes;
- vi. the standby electric generator and its electrical lines and fuel lines must be maintained in good condition;
- vii. any deteriorated or unsafe component of a standby electric generator, including electrical or fuel lines must be repaired, replaced, or removed; and
- viii. any standby electric generator must be covered by a screen if the standby electric generator is:
 - (A) visible from the street faced by the unit; or
 - (B) visible either from an adjoining unit.
- d. Any testing of the standby electric generator must be done between 10:00 a.m. and 3:00 p.m. on week days that are not holidays.
- e. A standby electric generator shall not be used to generate all or substantially all of the electrical power to a unit, except when utility-generated electrical power to the unit is not available or is intermittent due to causes other than nonpayment for utility service to the unit.
- f. Installation of a standby electric generator must be approved by the Board of Directors or the architectural committee, if one is appointed before the installation occurs and will be based on compliance with this section.

2. By ADDING a new section to Part I to read in its entirety as follows:

Section IV

MAINTENANCE POLICY

Legal Requirements For Liability from the Master Deed and Declaration and Bylaws

1. If a line or fixture is capable of being seen inside the unit (that is, the line or fixture is outside the walls, floor, or ceiling even if it is inside a cabinet or closet), the unit owner is responsible for its repair and maintenance as well as liable for all damages caused by any malfunction of the line or fixture. This applies to all lines and fixtures and includes electrical, gas and plumbing.
2. If a line or fixture is not capable of being seen within the unit (that is, the line is behind the wall, under the floor, or above the ceiling), then the Homeowners Association is responsible for the repair and maintenance of the line and is liable for any damages caused by the malfunction of the line or fixture unless the damages are caused by the willful or negligent act of an owner, guest, tenant or invitee of an owner.
3. If the damages are caused by the willful or negligent act of an owner, guest, tenant or invitee of an owner, that owner is responsible for the expenses of repair and maintenance of the line and is liable for any damages caused by the malfunction of the line or fixture. The Homeowners Association can repair the damage and add the cost to the owner's assessment plus interest at the highest legal rate. The costs are due on demand.

Implementation Policy to Minimize Damage and Costs:

1. When the management company is notified of a leak or other maintenance problem, it will determine whether the problem is currently continuing to cause immediate damage or is causing intermittent damage. It will attempt to contact the owner, rental agent or occupant at the last telephone number provided to them. (The accuracy of this number is the responsibility of the unit owner.)

Continuing Immediate Damage

2. If the leak or problem is continuing to cause damage' and the owner, rental agent, or occupant cannot be reached immediately by telephone, the management company is authorized to enter both the unit causing the problem and the units being affected by it by calling a locksmith to open the units. The unit owner will be responsible for the costs of the locksmith opening the door if they are not available to open it. An appropriate serviceman will be hired by the Homeowner's Association.
 - A. If the damage is determined to be the legal responsibility of the Homeowners Association, all costs except locksmith charges will be born by the Homeowners Association. If damage is more than the deductible amount on the policy, a claim will be made on the Association's insurance.
 - B. If the damage is determined to be the legal responsibility of the owner, all costs will be added to the assessment to that owner, including the costs to repair the damage to any other units. The owners of both units may make a claim on their individual insurance policies. There will be no claim made on the Homeowners Association policy.

Intermittent Damage

3. If the problem or leak is causing intermittent damage and the cause of it is known to be in the area for which the Homeowners Association is responsible; the management company will contact the owner or rental agent of the unit causing the problem by telephone over a 24 hour period. If no response is received by the management company, the management company will write the owner and notify the owner of the need for work to be done. The letter will advise the owner of what needs to be done and request cooperation in getting access to the unit to do the repairs. The Homeowners Association will have the work done and pay all of the costs of the repair. If the owner does not cooperate by providing access, the management company may enter the unit with a locksmith and charge only the costs of the locksmith to the unit.
4. If the problem or leak is causing intermittent damage, the cause of the problem is known to be within the unit or is uncertain, and the liaison process has been followed, the management company will attempt to contact the owner or rental agent of the leaking unit by telephone over a 24 hour period. If no response is received by the management company, the management company will write the owner and notify the owner of the need for work to be done. The letter will request that the work be done within 60 days and advise the owner that, if it is not completed in that time period, the Homeowners Association will have the work done and add all of the costs of the repairs for both the owner's unit and any affected unit to the owner's assessment. The Homeowners Association may file a lien against the unit if necessary to collect the costs.

Subject solely to the amendments contained herein, the Rules remain in full force and effect.

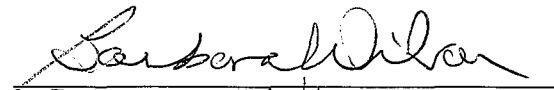
THE SUMMIT CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.

Acting by and through its Board of Directors

Signature:

Printed Name:

Title:


BARBARA WILSON
President

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was executed before me on the 25th day of August, 2015, by Barbara Wilson in the capacity stated above.

Signature:

Printed Name:

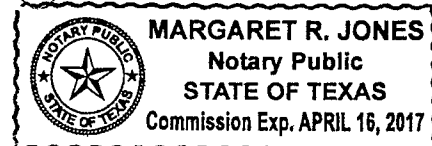
Title:

Richard T. Eisenhower

RICHARD T. EISENHOUR

Secretary

Margaret R. Jones
Notary Public, State of Texas



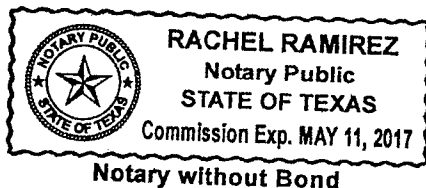
STATE OF TEXAS §
COUNTY OF Travis §

This instrument was executed before me on the 24th day of August, 2015, by Richard Eisenhower in the capacity stated above.

Rachel Ramirez
Notary Public, State of Texas

After recording, please return to:

Goodwin Management, Inc.
11149 Research Boulevard
Austin, Texas 78759



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Aug 27, 2015 10:38 AM

2015137507

BENAVIDESV: \$38.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS



TRV

2016096140

2 PGS

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT OF RULES AND REGULATIONS
OF
THE SUMMIT CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.**
(Regarding transfer fees)

Document reference. Reference is hereby made to that certain Declaration and Master Deed, The Summit Condominiums, filed in Vol. 7629, Page 516 of the Condominium Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the **"Declaration"**).

Reference is further made to the "Bylaws of The Summit Condominiums", attached as Exhibit "D" to the Declaration (together with all amendments thereto, the **"Bylaws"**).

Reference is further made to the rules and regulations attached to that certain Resolution Consolidating Rules and Regulations, Collections and Architectural Standards and Adopting Standards Related to Flags, Water Harvesting Equipment, Solar Devices, and Payment Plans, filed as Document No. 2011190688, and amendments to the rules filed in document numbers 2014094550 and 2015137507, all in the Official Public Records of Travis County, Texas (together with all amendments thereto the **"Rules"**).

The Declaration provides that owners of units subject to the Declaration are automatically made members of The Summit Condominiums Homeowners Association, Inc. (the **"Association"**);

The Association, acting through its board of directors (the **"Board"**), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Section 82.102(a) of the Texas Uniform Condominium Act, Article V(1)(g) of the Declaration, and Article IV(3)(b) of the Bylaws, and has previously adopted the Rules;

The Board has voted to amend the Rules as provided herein;

Therefore, the Rules are hereby AMENDED as follows to add a rule regarding transfer fees to read as follows:

Transfer Fees. In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate, transfer fees are due upon the sale (any transfer, regardless of whether consideration is paid) of any property in accordance with the then-current fee schedule, including any fee charged by the Association's managing agent. Unless otherwise determined by Board resolution, transfer fees shall include a working capital contribution in an amount equivalent to two times the then-current monthly regular assessment amount.

It is the selling Owner's responsibility to determine the then-current fees. Transfer fees not paid at or before closing are the responsibility of the purchasing Owner and will be assessed to the Unit's account accordingly. The Association may require payment in advance for issuance of any resale certificate or other transfer-related documentation.

Resale certificates must be issued as a matter of law in conjunction with all condo transfers, with the exception of sales from the original developer (a/k/a, the "declarant"), and must be provided by the selling Owner to the prospective buyer. (*See Texas Property Code §82.157.*) If a resale certificate is not requested and a sale/transfer occurs, the Association may issue a resale certificate to the new Owner, and the resale certificate fee may be assessed to the Unit's account at the time the transfer becomes known.

All transfer fees shall be collectible in the same manner as assessments, including lien and other assessment collection rights.

Subject solely to the amendments contained herein, the Rules remain in full force and effect.

THE SUMMIT CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.

Acting by and through its Board of Directors

Signature: Barbara Wilson

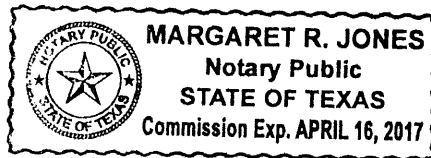
Printed Name: BARBARA WILSON

Title: President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 1st day of June,
20 16, by Barbara Wilson in the capacity stated above.



Margaret R. Jones
Notary Public, State of Texas

Signature: Heather A. Black

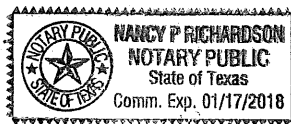
Printed Name: Heather A. Black

Title: Secretary

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was executed before me on the 31st day of May,
20 16, by Heather A. Black in the capacity stated above.



Nancy P. Richardson
Notary Public, State of Texas

File Server: CLIENTS: Summit: RuleAmendTransferFee2016.doc

After recording, please return to:

Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Jun 20, 2016 10:28 AM 2016096140

RODRIGUEZA: \$30.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

WHAT CAN I RECYCLE?

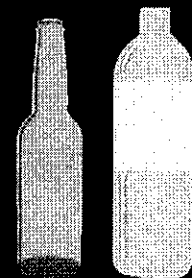
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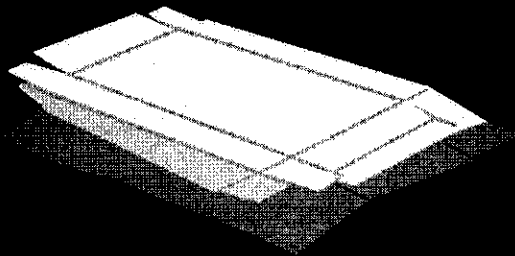
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PAPEL
(MEZCLADO & DE OFICINA)



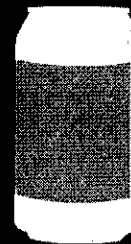
PLASTICS
#1 & #2
PLÁSTICOS #1 & #2



GLASS
BOTTLES & JARS
VIDRIO (JARROS Y
BOTELLAS)



FLATTENED CARDBOARD
CARTÓN APLANADO



ALUMINUM CANS
LATAS DE ALUMINIO



PIZZA BOXES
CAJAS DE PIZZA



FOOD
COMIDA



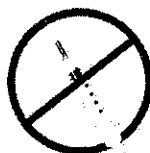
PLASTIC BAGS
BOLSAS DE PLÁSTICO



STYROFOAM
POLIESTIRENO EXPANDIDO



PAPER TOWELS
TOALLAS DE PAPEL



SHARPS
OBJETOS AFILADOS

