WOODSLOPES OF LOST CREEK

A Townhome Condominium
Community

Declaration of Covenants, Conditions, and Restrictions

Bylaws of the Woodslopes Homeowners Association, Inc.

Corporate Charter of Woodslopes
Homeowners Association, Inc.

January 1981
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WOODSLOPES OF LOST CREEK
A Townhome Condominium
Community

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Exhibit A: Reduced map of entire condominium development, showing general location of all 34 condominiums, all roads, and all common areas, and all exterior improvements.

Exhibit B: Survey showing location and horizontal dimensions of condominium units presently built and to be built. Said survey is recorded in Vol. [Vol.], Page 6, Condominium Plat Records of Travis County, Texas; and drawings showing the exterior horizontal and vertical dimensions of the units presently built and to be built.

Exhibit C: Bylaws of Woodslopes Homeowners Association, Inc.

Exhibit D: Articles of Incorporation of Woodslopes Homeowners Association, Inc.

Exhibit E: Approval of new declaration by homeowners and mortgagees.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WOODSLOPES OF LOST CREEK, A TOWNHOME CONDOMINIUM COMMUNITY

THIS DECLARATION, made this 27th day of February, 1981, by HAUPT BUILDERS, INC., a Texas Corporation, hereinafter declared "Declarant".

It is an amendment and total replacement of the Declaration of Covenants, Conditions and Restrictions for Woodslopes of Lost Creek, a Townhome Community, originally filed in Volume 6, Page 325, Condominium Plat Records of Travis County, Texas, as amended in Volume 6, Page 598, Condominium Records of Travis County, Texas. Such new Declaration has received approval by all existing townhome unit owners, their mortgagees, and existing first lien mortgage holders of the undeveloped portion of the property. Such approval is evidenced in attached Exhibit E.

PREAMBLE:

WHEREAS, Declarant is the owner of certain property in Travis County, Texas, described in §1.03 hereof; and

WHEREAS, Declarant desires to create thereon a residential community consisting of 34 condominium townhomes, with permanent greenbelts and open spaces, and other common facilities for the benefit of said community, pursuant to the Condominium Act of the State of Texas; and, Article 1301a, Revised Civil Statutes of Texas, and

WHEREAS, Declarant desires to establish a plan for individual ownership in fee simple of each townhome and an undivided 1/34th interest in the common area and common facilities, each owner having exclusive ownership and possessory interest in and responsibility for the area or space contained within such owner's townhome, subject to the covenants, conditions, and restrictions contained herein;

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said townhomes, greenbelts, open spaces and other common facilities; and to this end, desires to subject the property to the covenants, conditions, restrictions (including easements, repair and maintenance obligations, charges and liens, hereinafter set forth, all of which is and are for the benefit of said property and the various townhome owners; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community to create a Homeowners Association having the power and duty of maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created;
NOW THEREFORE, Declarant hereby declares that all of the property herein described shall be held, sold, and Conveyed subject to the following easements, restrictions, convenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Article I: DEFINITIONS

§1.01. "Association" shall mean and refer to HOMEOWNERS ASSOCIATION OF WOODSLOPES, INC., a Texas non-profit corporation which shall govern the administration of this townhome condominium community.

§1.02. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a townhome unit and its appurtenant 1/34 undivided interest in the common area.

§1.03. "Property" shall mean and refer to that certain real property described as and encompassed by Lot 34, Block 8, of Lost Creek Section Two, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Platbook 74, Page 89, Plat Records of Travis County, Texas, and containing 6.21 acres of land more or less. A reduced plat of Lot 34 is attached hereto as Exhibit A. It shows the general location of all 34 condominiums, all roads, and all common areas and exterior common element improvements. A survey plat which shows the locations and exterior dimensions of townhome condominium units presently built and to be built is recorded in Vol. ___, Page ___, Condominium Plat Records of Travis County, Texas. Attached to such plat are architectural drawings showing the exterior horizontal and vertical dimensions of the units presently built and to be built. Such plat and architectural drawings shall be considered as Exhibit B of this Declaration.

§1.04. "Townhome" or "Townhome Unit" shall mean the individual airspace or living unit which is contained within the perimeter walls, floors and patios of each townhome as shown on the map attached as Exhibit B. A townhome includes attic space vertically above same; plumbing and electrical lines downstream from the individual utility meters serving same; balconies, patios, and garages immediately adjoining and serving same; and the foundation, foundation supports, roof, perimeter walls and all improvements within same. The exterior walls are subject to maintenance by the homeowners association as set forth in Article VI.

§1.05. "Common Area" shall mean all of the land described in the property as §1.03, including any and all improvements and facilities thereon but excluding the Townhome units. "Common Area" shall specifically include parking areas, driveways outside the townhomes and ground areas underneath cantilevered units, and includes what is often referred to as "common elements" or "common facilities" such as racquetball court and meeting rooms.
§1.06. "Declarant" shall mean and refer to HAUPT BUILDERS, INC., its successors and assigns if such successors and assigns should acquire any part of the property from the Declarant for the purpose of development.

§1.07. "Member" shall mean and refer to every person or entity who holds membership in the Association.

§1.08. "Map" shall mean the survey plat and architectural drawings showing the various locations, dimensions and sizes of the various units and other improvements (Exhibit B). Declarant reserves the right to amend the Map, from time to time, to conform same to the actual location of improvements and to establish, relocate, and/or vacate utility easements, access road easements, and on-site parking areas, provided same is filed of record. Such amendment to the Map showing location or relocation of the units in Phases II, III, IV, and V (including the community building) shall require approval by The American National Bank of Austin, University Savings Association, and First Texas Savings Association shall state that in the good faith opinion of said financial institutions, the architectural-engineering plans of units in Phases II, III, IV and V conform to the design scheme, construction quality, exterior construction materials, and earth-tone color scheme in Phase I and that each of said units contains a minimum of 1800 square feet of living space.

Article II: DIVISION OF PROPERTY INTO TOWNHOME CONDOMINIUMS

§2.01. Thirty-four fee simple estates. The property is hereby divided into 34 separate fee simple estates, each consisting of a 1/34 undivided interest in all the common area, and (an) exclusive ownership and possession of one of the townhome units. Each of the 34 fee simple estates shall be subject to the covenants, conditions and restrictions contained herein and shall be subject to the rights of the remaining townhome owners to exclusive rights of ownership and possession of their respective townhomes.

§2.02. Inseparability of townhome and common area interests. Each townhome and the appurtenant 1/34th undivided interest in the common area shall be inseparable and may be conveyed or encumbered only as a single condominium unit.

§2.03. Legal description of townhome unit. Every deed, lease, mortgage, trust deed or other instrument may legally describe a townhome unit by its identifying building number and townhome unit number as shown on the map (for example, "Unit A-1") followed by the words "WOODSLOPES OF LOST CREEK, A TOWNHOME CONDOMINIUM COMMUNITY" and by a reference to this recorded Declaration. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the respective townhome and the 1/34th undivided interest in the common area, which are subject to the rights of other townhome owners as set forth herein.
§2.04. **Separate assessment and taxation.** Declarant shall give written notice to all tax assessors (city, school, county, utility district) of the creation of condominium ownership of this property, as is provided by law, so that the tax notices to each townhome owner cover both his townhome unit and his undivided 1/34 interest in the common area.

§2.05. **Ownership-title.** The legal title to a townhome may be held in the name of more than one person.

§2.06. **Non-partitionability of common area.** The common area shall be owned in common by all of the owners of the townhome units and shall remain undivided, and no owner shall bring any action for partition or division of the common area.

**Article III: PROPERTY RIGHTS IN THE COMMON AREAS AND TOWNHOMES**

§3.01. **Owner's right of enjoyment.** Every townhome owner shall have a right of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every townhome. Each owner's use of the common area and his respective townhome is subject to the provisions of the Articles herein regarding restrictions and all other applicable Articles herein.

An owner's right of enjoyment of the common area and others using same with owner's permission shall be subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any common area facility situated upon the common area; to limit the number of guests of members; and to adopt rules and regulations regarding the use of the common area by anyone;
(b) the right of the Association to suspend the right to vote or the right to use the recreational facilities by a member for any period during which any assessment against his townhome remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations; and

(c) the right of the Association, acting by and through its Board of Directors, to perform any of the duties and exercise any of the rights set forth in this Declaration and in the Articles of Incorporation and Bylaws of the Woodslopes Homeowners Association, Inc.

§3.02 Delegation of use. Any owner may extend, in accordance with bylaws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

§3.03. No rights to time schedule of construction. No townhome owner shall have a right to a particular time schedule for completion of construction of other townhomes or common area facilities; and the sequence and completion dates of same shall be in the control and discretion of Declarant.

Article IV: BYLAWS, RULES AND REGULATIONS

§4.01. Bylaws and regulations. All owners agree to abide by the bylaws of the WOODSLOPES HOMEOWNERS ASSOCIATION, INC., and Rules and Regulations promulgated by the Board of Directors pursuant to the Bylaws. A copy thereof is attached as Exhibit C.

Article V: RESTRICTIONS

The following restrictions are imposed as a common scheme upon each townhome and the common area for the benefit of all owners, and may be enforced by any owner or the Association.

§5.01. Residential use. No townhome shall be used for other than single family residential purposes.

§5.02. Construction. No building material of any kind or character shall be placed upon the property except in connection with construction approved as herein provided. As soon as building materials are placed thereon, construction shall be promptly commenced and diligently prosecuted to conclusion.
§5.03. Temporary structures. No used or previously erected or temporary house, structure, house trailer, structure designed as a mobile home, or any other nonpermanent outbuilding shall ever be placed, erected, or allowed to remain on the property except during Declarant's construction period.

§5.04. Subdivision. No townhome shall be subdivided or partitioned. No owner other than Declarant may own more than one townhome in the property, except by written consent of the Board of Directors.

§5.05. Parking. Ownership of each townhome shall entitle the owner or owners thereof to the use of the two covered vehicle parking spaces in the enclosed garage thereon. Owners, their family, tenants, and assignees may park their vehicles (whether owned, leased, or borrowed) only in owner's enclosed garage, and in the driveway area, if any, immediately adjacent to owner's enclosed garage; and they may not park same elsewhere on the property or on the roadways therein. Motorcycles and bicycles belonging to owners, their family, tenants, or assignees must always be parked in owner's enclosed garage.

Owner's guests may park in the above mentioned areas and/or on the sides of the roadways of said property and in guest parking areas in such a manner so as not to obstruct traffic.

Owners and their families, tenants, assignees, and guests are prohibited from parking boats, boat trailers, house trailers, camper trailers, or self-propelled camping vehicles anywhere except in owner's enclosed garage.

§5.06. Trucks and commercial vehicles. Trucks and other commercial vehicles shall not be allowed on the property, except for owner's pick-up trucks used for non-commercial purposes; however, this restriction shall not restrict trucks or commercial vehicles making pickups, deliveries, or service calls, nor shall this restriction restrict trucks or commercial vehicles which are necessary for construction or maintenance of the property.

§5.07. Garage. All garage doors shall be electrically operable and shall be kept closed at all times except when entering or exiting. No garage may be enclosed or used for purposes other than garage or storage.

§5.08. Carports. Carports or any other construction by an owner outside his townhome or initial dwelling structure is prohibited.
§5.09. Storage of personal property. Motorcycles and bicycles must be stored inside the owner’s covered garage area. All other personal property of every kind must be stored inside the garage or townhome. Nothing may be stored in the common area without the prior written consent of the Board of Directors. The Board of Directors shall have the power to prohibit any particular owner from storing, placing, or hanging property in balconies or outside patios or entrance areas, which in the sole judgment of the Board is deemed objectionable. Firewood may be stored outside and immediately adjacent to a townhome; but it must be stored in a place and in a manner according to Board of Directors rules and regulations.

§5.10. Refuse disposal. No garbage, refuse, rubbish, or cuttings shall be deposited on any street, road, or common areas, nor on any townhome unless placed in containers of the type and in the locations designated by the Board of Directors.

§5.11. Garbage compactors and disposals. All townhomes must contain a kitchen sink disposal and a garbage compactor.

§5.12. Clothes lines. No clothes lines, drying yards, service yards, or storage areas shall be located so as to be visible from a street, road, or the common area.

§5.13. House pets. No animals or poultry shall be kept within the property except for household dogs or cats belonging to the owner or owners. Dogs and cats shall be kept within the confines of the owner’s townhome or on a leash when outside. Pets shall not be left unattended on patios, sideyards, or other areas outside owner’s townhome. All owners shall abide by all Board of Directors’ rules for walking, exercising, airing, curbing and keeping pets on the property, and the Board shall have the power to designate limited areas for same. Owners shall be personally accountable and responsible for clean-up necessitated by and damage caused by their respective pets.

§5.14. Nuisance. Owners shall not use or allow the use of any building or structure on the property for any use which will create or emit any objectionable, offensive or noxious odor, dust, gases, fumes or other such material or which will in any manner violate any zoning or other regulations or laws of local, state, or national governments. No townhome shall be used for other than single family residential purposes. No part of the property shall be used for commercial purposes other than Declarant’s sales office. Street parties shall not be allowed. Townhome owners shall refrain from playing radios, TV’s, stereos and any other electrical or mechanical “device” so loud that it may be heard outside the townhome or by neighboring townhome owners; and shall comply with other Board rules regarding sound nuisances.
§5.15. **Annoyance.** No activity shall be carried on the property which in the judgment of the Board of Directors, might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities or might be reasonably calculated to reduce the desirability of the property as a residential neighborhood, even though such activity be in the nature of a hobby and not carried on for profit.

§5.16. **Antennas and tanks.** No exposed or exterior television antenna shall be erected, placed or maintained anywhere on the property. No exposed or exterior radio antenna or transmitting or receiving device shall be erected, placed or maintained on the property other than the central TV antenna initially installed by Declarant. No elevated tanks of any kind shall be erected, placed or permitted on the property.

§5.17. **Window covering.** No aluminum foil or other materials objectionable under the rules and regulations of the Board of Directors, shall be placed in any window.

§5.18. **Mineral exploration.** No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons or water or any other fluid or substance shall be permitted.

§5.19. **Signs.** There shall be no "garage" sales on the property. No business signs or any other kind of signs whatsoever may be placed on townhomes or in the common areas, patio areas, or on the outside of a dwelling. "For Sale" signs, "For Rent" signs, and all other similar signs are expressly prohibited and may not be exhibited in the owner's window or in any other manner unless approved in advance by the Board. Provided, however, "For Sale" signs may be exhibited by Declarant or Declarant's Agent in the common area or adjacent to a structure until all units are sold by Declarant.

§5.20. **Nondiscrimination.** No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any owner or owners in favor of the other owners.

§5.21. **Insurance hazard.** Nothing shall be done on any townhome or on the common area which will result in the increase of fire or casualty insurance premiums thereon or the cancellation of such insurance.
§5.22. **Landscaping.** Except in the individual patio area or entrance area of a townhome, no planting or gardening shall be done by owner. Maintenance, watering and upkeep in entry areas (within building lines) and in patio areas shall be the sole responsibility of the Association; provided however, that the Association shall have the exclusive right to maintain and water such patio areas or entry areas at the discretion of the Board of Directors, including the right to plant and remove landscaping and prohibit landscaping changes by owners. Drainage and ground level shall not be changed without written approval by the Board.

§5.23. **Construction.** No fences, hedges, or walls, or exterior construction shall be erected or maintained upon said property unless installed in accordance with the initial construction of the buildings located thereon or unless they are approved by the Association's Board of Directors.

§5.24. **Leasing.** An owner may lease or rent his townhome; however, owner must receive prior written approval of the lessee by the Board of Directors before renting or leasing, and such approval may not be unreasonably withheld. It is intended that Woodslopes shall be an owner-occupied development and that rental pools shall not be allowed.

**Article VI: MAINTENANCE AND REPAIRS**

§6.01. **Maintenance by the Association.**

(a) The Association shall maintain the common area and shall make reasonably and timely repairs thereto.

(b) The Association shall provide exterior maintenance of each townhome as follows: paint, repair, replace (but not in the event of fire, or other casualty loss normally covered by insurance on the premises) and care for gutters and downspouts (if any), exterior improvements. Such exterior maintenance shall not include glass surface, roofs, interior enclosed patio areas (if any), window and door fixtures and hardware, landscaping installed by owner (if any), exterior light fixtures operated from a residence, air conditioning equipment in townhomes, utility meters for townhomes, circuit breakers and switch panels, and other utilities that the utility company or the owner has responsibility to maintain hereunder.
(c) In the event that the need for common area or exterior maintenance or repair is caused through the willful or negligent act of the owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such townhome is subject.

§6.02. Maintenance by Owner.

(a) Each owner shall maintain and keep in good repair the following on his respective townhome: the roof; all exterior glass surfaces; window and door fixtures and hardware; the townhome’s air conditioning system (including pipes and electrical lines connecting same from the individual utility meters to the townhome); sanitary sewer lines connecting the townhome to the sanitary sewer collection system; electric power service conductors from the exterior of the townhome to the point of connecting to the utility company’s electric service meter; electric circuit breakers; any portion of telephone service lines located on the townhome but not maintained by the telephone company; all walls, floors, foundations, ceilings and other improvements within the owner’s townhome; and such maintenance as may be set forth by Rules and Regulations of the Association.

(b) An owner shall not do any act or any work that will impair or adversely affect other townhomes or common area facilities (including common area brickwork, lighting, landscaping, underground conduits, or sprinkler systems, etc.). Nor shall owner do any act nor allow any condition to exist which will adversely affect other owners and their use of the common area.

(c) In the event an owner is responsible for certain exterior repairs or maintenance (as referred to in any portion of this Declaration) and such owner shall fail to maintain same in a manner satisfactory to the Board of Directors, the Association (upon approval by two-thirds vote of the Board of Directors) shall have the right, through its agents and employees, to repair, maintain, and restore same. The cost of such exterior maintenance or repairs shall be added to and become part of the assessment to which such townhome is subject, and shall become immediately due and payable.

(d) Owner shall be responsible for landscaping in his respective entry area (within building lines) and his patio area pursuant to §5.22 hereof.
(e) Owner's responsibility for maintenance of townhome unit. An owner shall maintain and keep in repair the interior of his own townhome unit, including the fixtures therein. Each owner shall maintain his heating and air conditioning system and shall keep in good repair (and replace, if so required), the air conditioning compressor, fans, ductwork, heating unit and cooling coils, utilized in and for his townhome unit.

Article VII: EASEMENTS

§7.01. Construction Easements. A permanent easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant is hereby granted and recognized for each townhome. In the event a building containing two or more townhomes is partially or totally destroyed, and then rebuilt, the owners so affected agree that minor encroachments of parts of the townhome units on common areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist. If the original construction of townhomes upon the property, Declarant expressly reserves the right, in order to facilitate construction and to avoid monotony of design, to extend front, back, or side walls of homes into adjoining common areas; and a valid permanent easement for each such encroachment and for the maintenance of same, and for the repair or rebuilding of such encroaching wall in the event of partial or total damage or destruction thereof, shall and does exist, and shall continue; and conveyance of the townhome shall, without specific mention thereof, serve as a conveyance of the easement for such encroachment.

§7.02. Utility and Emergency Easements. A blanket easement upon, across, over and under all common areas is hereby granted to all utility companies for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, telephones, TV cable, and electricity. An easement is further granted to all police, fire protection, ambulance, garage and trash collector pick-up vehicles and all similar persons to enter upon the common area in the performance of their duties. No sewers, electrical lines, water lines, or other utilities may be installed or relocated on the property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easen-
ment by separate recordable document; Declarant shall have the right to grant such easement on said property without conflicting with the terms hereof.

§7.03. Homeowners Association Easements. The Association shall have the right of access to each townhome from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common area or townhome exteriors, or for making emergency repairs therein necessary to prevent damage to the property.

Article VIII: UNDERGROUND UTILITY SERVICES

§8.01. Underground Electric Service. An underground electric distribution system will be installed to each townhome. Each townhome shall be separately metered for electricity, and the owner shall maintain (in accordance with the requirements of local governing authorities) the service lines within owner's townhome and downstream of the meter serving the townhome. The Association shall maintain underground lines from the townhome meters to the perimeter boundaries of the property.

§8.02. Underground Telephone Service. Telephone service by underground conduit shall be available to each townhome. All service wires outside the townhomes shall be installed, owned, and maintained by the telephone company or the Association, as may be appropriate. All wires within the townhome shall be owned and maintained by the owner.

§8.03. Water and Gas Service. Water and gas service shall be provided to each townhome by way of an underground distribution system. Each townhome shall be separately metered for water and gas. Each owner shall be responsible for his respective water and gas bill and maintenance of lines downstream of the meter.

§8.04. Sanitary Sewer System. Sanitary sewer service shall be provided to each townhome by means of an underground sanitary sewer system. The Association shall own and maintain all sewer collector lines (lines serving more than one townhome). Each owner shall be responsible for his respective sewer bill and for maintenance and repair of individual service lines serving his townhome. Owner shall also be responsible for restoration of the common area necessitated by repair or maintenance of such individual sewer service lines.
§8.05. Underground TV Cable Lines. Underground conduit compatible with present master antenna requirements and present TV cable company requirements shall be available to each townhome. If the underground TV cable conduits on the common area are owned by the Association, the Association shall maintain said lines. If such underground conduits are owned by the TV cable company, said company shall maintain said lines.

§8.06 Use of Easements. Easements for underground utility services may be crossed by driveways, walkways, and other common use improvements provided that prior arrangements are made therefor between the Declarant and the utility furnishing the service.

§8.07. Garbage. The Board of Directors shall have exclusive authority to contract for all refuse removal and to require or prohibit the use of certain kinds of refuse receptacles.

Article IX: INSURANCE

§9.01 General. The Association shall comply with the insurance requirements contained in the Texas Condominium Act, as amended from time to time. To the extent that the following may become inconsistent with such Act or amendments thereto, the Act shall prevail.

§9.02. Fire, EC, VVM Insurance on Common Elements and Condominium Units. The Association shall maintain, to the extent reasonably available, fire, extended coverage, vandalism and malicious mischief insurance on common elements and condominium units, exclusive of improvements installed in units by unit owners, insuring against all forms of direct physical loss commonly insured against. The total amount of insurance after application of deductibles shall be at least 80% of the replacement value of the insured property, exclusive of landscaping, elevations, foundations, and other items normally excluded from property policies.

§9.03. Liability Insurance. The Association shall maintain, to the extent reasonably available, comprehensive general liability insurance, including medical payments insurance in an amount determined by the Board covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership, or maintenance of common elements or common areas.
§9.04. Other Insurance. The Association, acting through its Board, may carry other insurance as deemed appropriate to protect the Association, the unit owners, the Board of Directors, agents, and employees of the Association.

§9.05. Notification to Unit Owners. From time to time, the Board shall cause unit owners to be notified regarding their insurance coverage. Approximately 60 days prior to the annual anniversary date of fire and extended coverage insurance on common elements and units, the Board shall cause the various unit owners to be notified so that each owner may request an increase in coverage for their respective units; but in no event shall coverage of the units be less than the replacement value as determined by the Board. If the insurance coverage described in Section 9.02 and 9.03 is not maintained by the Association, the Association shall promptly notify the unit owners.

§9.06. Requirements of Policies. Insurance policies as described in Section 9.02 and 9.03 above, shall provide: (a) that each unit owner is a named insured under the policy with respect to liability arising out of his ownership of an undivided interest in the common elements membership in the Association; (b) that the insurer waives its right to subrogation under the policy against unit owners and members of unit owner's household; (c) that an act or omission of a unit owner, unless within the scope of the unit owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.

§9.07. Adjustment and Payment of Losses. A loss covered by a fire or casualty property insurance policy under Section 9.04 above, shall be adjusted with the Association, but the insurance proceeds for that loss shall be payable jointly to the Association and to an insurance trustee designated in the policy, but not to a mortgagee or beneficiary under a deed of trust. The insurance trustee and the Association shall hold insurance proceeds in trust for unit owners and lienholders as their interests may appear. The proceeds shall be disbursed first for the repair or restoration of the damaged common elements or units; and unit owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the common elements and units have been completely repaired or restored. The insurance trustee as referred to above is hereby designated as American National Bank of Austin.
§ 9.08 Insurance for Unit Owner Only. A unit owner may obtain insurance for the owner's own benefit. Each owner shall be responsible for acquiring at his own expense, personal insurance on contents of his unit and on personal property stored elsewhere or on the property and for personal liability not covered by liability insurance for all owners obtained by the Association.

§ 9.09 Memoranda of Insurance. The Association shall require the owner to own a policy, certificate or memoranda of insurance in the Association and, on request, a certificate or memoranda of insurance to any unit owner or mortgagee, or beneficiary under a deed of trust. Insurance may not be cancelled until 30 days after notice of a proposed cancellation has been mailed to the Association, to each unit owner, and to each mortgagee or beneficiary under a deed of trust, to whom certificates of insurance have been issued.

§ 9.10 Repair or Replacement by the Association. Any portion of a condominium unit which is damaged or destroyed shall be repaired or replaced by the Association unless the owner or the Board has determined, and unless repair or replacement would be illegal or impossible under any state or local health or safety statute, ordinance, or unless 80% of the unit owners vote not to rebuild. The cost of repair or replacement greater than the insurance proceeds and reserve is a common expense.

§ 9.11 Proration of Premiums. The premiums for the various policies procured by the Association shall be prorated by the Board or at the Board's direction, among the various unit owners as follows: (a) each unit owner shall pay for 1/36th of the premium for the insurance described in Section 9.04; (b) each unit owner shall pay for 1/36th of the premium for property casualty insurance covering common elements other than the buildings in which the condominium unit is located; and (c) each unit owner shall pay for his respective share of property casualty insurance as follows: each owner's fractional share shall be the quotient of the amount of replacement value of his respective unit divided by the replacement value of all 9 units. All payments shall be as determined by the Board of Directors following the notice procedures set forth in Section 9.05 above.

§ 9.12 Collection of Premiums. The Board may direct that each owner's respective share of insurance premiums may be collected by the Board by special assessment and paid to the Board, or by the Board may direct that the insurance agent or company handling the policies collect same directly from the unit owners and/or their respective mortgagees.
§9.13 Construction Plans. For use in rebuilding after a casualty loss, the Board shall keep and maintain in its files a set of original construction plans and specifications.

Article X: TAXES

§10.01. Taxes. Ad valorem taxes, assessments and other charges of the City, County, State or other political entities, or any special district thereof, shall be separately assessed, and each townhome owner shall pay, at his own personal expense all real property tax assessments on his townhome and his 1/34th undivided interest in the common area. Such taxes are not part of the common expenses paid by the Association. However, taxes on personal property owned by the Association as part of the common area shall be paid by the Association as a common expense.

Article XI: HOMEOWNER ASSESSMENTS

§11.01. Personal Obligation of Assessments and Lien. The Declarant and each owner is deemed to covenant and agree to pay to the Association: (1) monthly assessments, including repair charges, (2) capital improvement assessments, and (3) special assessments for master policy of fire and extended coverage insurance. All assessments are to be established and collected as hereinafter provided. All assessments, together with interest, costs, and reasonable attorneys fees, shall, to the extent permitted by law, be a charge on the townhome and a continuing lien upon the townhome against which such assessment is made. Such lien shall be superior to any homestead or other exemption provided by law. Each such assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Any warranty deed conveying title to a townhome shall require the grantee to pay such assessments as a part of the purchase price of the townhome; and such obligations by the grantee shall exist, regardless of any omission thereof from the deed itself. In the event of non-payment of an assessment by a townhome owner, the association may file a notice of lien in the county deed records, which notice shall state the amount, dates, nature of lien, legal description, parties and other relevant information; and no further action by the association shall be necessary to perfect the lien.
§11.02. Subordination of Lien to Mortgagees. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any townhome shall not affect the assessment lien. However, the sale or transfer of any townhome pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. No extinguishment of the lien shall relieve the delinquent townhome owner from his personal obligation and liability therefor.

§11.03. Purpose of Monthly Assessments. The monthly assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the property; and for the improvement and maintenance of the common area and the exteriors of townhomes on the property; and for other purposes consistent with this Declaration, including common area utilities, landscaping maintenance, exterior and roof maintenance, parking area and street maintenance, street lights, taxes, swimming pool maintenance, administration and management fees, common area insurance, and all other reasonably recurring expenditures.

§11.04. Equal Assessments. The monthly assessment shall be equal for all townhome owners, with the exception of charges to an owner for maintenance and repairs which are the responsibility of such individual owner and which the Association has had to perform due to owner's failure to so perform.

§11.05. Maximum Assessments. The monthly assessment for each completed townhome shall not exceed $35.00 until such time as Declarant has sold 30 townhomes to separate owners. Therefore, the monthly assessment may not be increased except by majority of Association members present at a meeting called for such purpose with at least 15 days advance written notice mailed to the townhomes of all owners. There shall be no monthly assessments on completed townhomes which are vacant and not yet sold by Declarant; however, Declarant shall be liable to contribute funds sufficient to make up any deficit in the homeowner's association until 30 townhomes are sold, not to exceed a two year period from date of first sale.

§11.06. Capital Improvement Assessments. In addition to the monthly assessments authorized above, the Association may levy a capital improvement assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction,
repair or replacement of a capital improvement upon the common
area, including fixtures and personal property related thereto;
provided that any such assessment shall have the consent of 51%
of the votes of each class of members who are voting in person
or by proxy at a meeting called for that purpose with at least
15 days advance written notice mailed to the townhomes of all
owners. Capital improvement assessments shall be equal for all
owners.

§11.07. Townhome Insurance Assessments. Special assess-
ments to each owner shall be made for fire and extended coverage
on his respective townhome. Payment and collection of same
shall be in accordance with Article IX regarding Insurance.

§11.08. Notice and Quorum. Written notice of any meeting
called for the purpose of increasing monthly assessment or im-
posing capital improvement assessments shall be sent to all
members not less than 15 days in advance of the meeting. At the
first such meeting called, the presence of members or of proxies
entitled to cast fifty percent (50%) of all the votes of each
class of membership shall constitute a quorum. If the required
quorum is not present, another meeting may be called subject to
the same notice requirement, and the required quorum at the sub-
sequent meeting shall be one-half (1/2) of the required quorum
at the preceding meeting. No such subsequent meeting shall be
held more than 60 days following the preceding meeting.

§11.09. Commencement of Monthly Assessments. The monthly
assessments for completed townhomes provided for herein shall
commence on the date the first townhome is sold and shall continue
for each of the months remaining in the calendar year. At least
once a year, the Board of Directors shall set the amount of the
monthly assessment against each owner. Written notice of the
monthly assessment shall be sent to every owner subject thereto.
The due dates shall be established by the Board of Directors. The
Association shall, upon demand, and for a reasonable fee, furnish
a certificate signed by an officer of the Association setting forth
whether the assessments on a specified townhome have been paid.

§11.10. Nonpayment of Assessments. Any assessment not
paid on the date when due, shall be immediately delinquent and
shall, together with such interest and cost of collection as is
hereinafter provided, immediately become a continuing lien on
the property which shall, to the full extent permitted by law,
bind such property in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after the due (delinquent) date, the assessment shall bear interest from the due (delinquent) date at the rate of ten percent (10%) per annum, and the Association may either (1) bring an action at law against the owner personally obligated to pay the same, or (2) foreclose the lien against the property, and/or (3) turn off the water service immediately downstream from the water meter serving owner's townhome, and place a lock on such turnoff valve until the assessment is paid. Provided, however, none of the above remedies may be exercised by the Association until 10 days after written notice of intent to exercise same is mailed to the townhome affected. There shall be added to the amount of such assessment interest as provided and all costs of collection, including reasonable attorneys fees. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his townhome. The Board of Directors may adopt and impose late payment penalties uniformly, which shall be considered as assessment for all purposes above.

ARTICLE XII: RACQUETBALL COURT AND COMMUNITY ROOM

§12.01. Racquetball facilities and community room. Declarant and owners acknowledge that the Association and other individual townhome owners have no duty to townhome owners or their guests to provide a guard or supervisor at any time for the racquetball facilities and/or community room as shown in Exhibits A-1-Amended. Each parent or townhome owner shall be solely and exclusively responsible for watching after his own child with respect to such facilities. All townhome owners, their family, and guests shall abide by the rules and regulations adopted by the Board of Directors for use and care of such facilities. Each owner agrees to hold harmless the Association and Declarant from any claim of damages arising out of an accident or injury at such facilities and/or other common area facilities involving his child. By accepting and recording the deed to his townhome, each owner agrees that the foregoing is reasonable and constitutes the exercise of ordinary care by the Association and the other townhome owners.

§12.02. Damage Caused by Minors. Any intentional or unintentional damage caused by or repair work necessitated by conduct of a townhome owner's minor child or children shall be the exclusive responsibility of such owner, who hereby agrees to pay the full cost thereof. Such charges shall be assessed against owner and shall be due and payable and collectible in the same manner as a monthly assessment.
Article XIII: COMMON WALLS

§13.01 Common Walls. Each wall which is built as a part of the original construction of a condominium unit and placed on the dividing line between condominium units, shall constitute a common element or common area, except for the exterior surfaces of such common walls.

§13.02. Repair and Maintenance. The Association shall control all repair, maintenance, and alteration of such common walls. The Association shall have the exclusive right and duty to repair, maintain, and alter such walls.

§13.03. Destruction or Damage. If a common wall is destroyed or damaged by fire, casualty, or other reason, the Association shall restore it. To the extent that damages are not covered by fire and extended coverage insurance, the Association shall have a right (1) to recover all costs of repair from the owners adjacent to the common wall for such owners' respective equal share of restoration costs except where the damage is caused by the negligence of an owner, and (2) to recover all costs of repair from any owner whose negligence or wilful acts caused such destruction or damage to the common wall.

§13.04. Weather Damage. To the extent that damages from weather are not covered by fire and extended coverage insurance, the Association shall have a right to collect the cost of repair from any owner whose negligence or wilful acts caused such common walls to be exposed to the elements.

Article XIV: ARCHITECTURAL CONTROL AND DEVIATIONS

§14.01. Review by Board of Directors. Without prior written approval of the Board, no structure, residence, accessory, building, swimming pool, antennae, flag poles, fences, walls, house numbers, mail boxes, exterior lighting, patios, roof overhands, sidewalks, stepping stones, hanging ornaments, or other improvements of any kind shall be constructed or maintained upon the common area or townhome exteriors and no alteration or repainting to the exterior of a structure shall be made and no landscaping shall be performed. All plans and proposals must be submitted in writing to the Board and must receive a 2/3 majority vote by the Board submitted to the Association, a 2/3 majority vote shall also be required.
All plans submitted to the Board or the Association shall show the exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location of driveways, the general plan of landscaping, fencing, walls, and the grading plan.

Any member of the Board and/or any townhome owner may require that such plans and specifications be submitted to and approved by a general meeting of all owners.

§14.02. Conformity. The Board of Directors shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on lands within the property conform to and harmonize with the existing surroundings and structures.

§14.03. Procedures. The Board of Directors shall approve or disapprove all plans and requests within 30 days after submission. In the event the Board fails to take any action within 30 days after requests have been submitted, approval will be presumed, and this article will be deemed to have been fully complied with.

§14.04. Written Records. The Board shall maintain written records of all applications submitted to it and of all actions taken.

Article XV: DAMAGE OR DESTRUCTION BY FIRE

§15.01. All of the owners irrevocably constitute and appoint The Woodslopes Homeowners Association, Inc., their true and lawful attorney-in-fact, for the purpose of dealing with the property upon its destruction or obsolescence as is hereafter provided. As attorney-in-fact, the Association, by its president and secretary, shall have full and complete authorization, right and power to execute any contract, deed or any other instrument with respect to the interest of a townhome unit owner which are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in this article means restoring the improvements to substantially the same condition in which it existed prior to the damage.

The proceeds of any insurance collected shall be made available to the Association for the sole purpose of repair, restoration or replacements. In the event of damage or destruction due to
fire or disaster, the insurance proceeds, if sufficient to reconstruct the improvements, shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvements shall be promptly repaired and reconstructed. If the insurance proceeds are insufficient to repair and reconstruct the improvements, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the owners and their townhome units. Such deficiency assessment shall be a common expense made pro-rata according to each owner's undivided 1/34th interest in the common area and shall be due and payable within 30 days after written notice thereof. The Association shall have the authority to cause the repair or reconstruction of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his townhome unit and may be enforced and collected in the same manner as a monthly assessment. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell at foreclosure the townhome unit of any owner refusing or failing to pay such deficiency assessment subject to the rights of mortgagees thereof.

Article XVI: PROTECTION OF MORTGAGE LENDERS

§16.01. Notice to Association. An owner who mortgages his townhome shall notify the Board of Directors giving the name and address of his mortgage lender. The Board shall maintain a record thereof.

§16.02. Notice of Default. Upon request by an owner's mortgage lender, the Association shall notify such lender of any default by the townhome owner in the performance of his obligations hereunder which are not cured within 30 days.

§16.03. Examination of Books. The Association shall permit first mortgagees to examine the books and records of the Association during normal business hours.

§16.04. Reserve Fund. The Association shall establish an adequate reserve fund for repair, replacement of common area improvements such as painting or roof repair and fund the same from the regular monthly assessment proceeds rather than from special assessments. The reserve fund need not be commensured until two years from the same of the first townhome by Declarant.
§16.05. Annual Audits. The Association shall, upon written request each year, furnish each first mortgagee an annual financial statement of the Association.

§16.06. Notice of Meetings. The Association shall furnish each first mortgagee upon request of such mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such mortgagee to attend such meetings.

§16.07. Approval for Amendments to Declaration, etc. The prior written approval of each first mortgagee shall be required for abandonment or termination of any part of this Declaration, except pursuant to §18.03.

§16.08. Management Agreements. Any management agreement entered into by the Association will be terminable by the Association for cause upon not more than 30 days written notice; and the term of such management agreement will not exceed the period of one year, renewable by agreement of the parties for successive one year periods.

§16.09. Claims for Unpaid Assessments. Any first mortgagee who obtains title to the unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for such unit's unpaid dues or charges which accrued prior to the acquisition of title to such unit by the mortgagee. nor will such mortgagee be liable for special assessments at any time.

§16.10. Taxes, Assessments and Charges. All taxes, assessments and charges which may become liens prior to the first mortgage on a townhome unit under local law shall relate only to the individual condominium townhome units and not to the condominium project as a whole.

Article XVII: MEMBERSHIP AND VOTING RIGHTS

§17.01. Membership in Homeowners Association. Every owner of a townhome which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any townhome.

§17.02. Classes of Membership. The Association shall have two classes of voting membership, which shall be as follows:
Class A. Class A Members shall be all owners, (other than Declarant) and shall be entitled to one vote for each townhome owned. When more than one person holds an interest in any townhome, all such persons shall be members. The vote for such townhome shall be exercised as they among themselves determine, but in no event shall more than one vote be cast in person or by proxy with respect to any townhome.

Class B. The Class B Member shall be the Declarant and shall be entitled to eight votes for each unsold townhome. The Class B Membership shall cease and be converted to Class A Membership when 30 of the townhomes shall be sold.

Article XVIII: GENERAL PROVISIONS

§18.01. Enforcement. The Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of this Declaration; and to recover reasonable attorneys fees and other expenses incurred in such enforcement. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so thereafter.

§18.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

§18.03. Revocation or Amendment to Declaration. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the owners representing an aggregate ownership interest of 2/3 of the townhome units then subject hereto, or more, and all of the holders of any recorded mortgage or deed of trust covering or affecting any or all townhome units unanimously consent and agree to such revocation or amendment by instrument(s) duly recorded, except that:

Declarant hereby reserves and shall at all times have the right to amend this Declaration without the consent or approval of any mortgagee or Class "A" member for the following limited purposes.
(1) For the purpose of correcting any typographical error in this Declaration or making this Declaration comply with the mandatory provisions of the Texas Condominium Act, if it be deficient in any respect.

(2) For the purpose of conforming with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or any similar duly constituted governmental authority, with respect to condominium documentation.

(3) Amendment of the Map pursuant to provisions in §1.08 hereof, provided there is approval by the mortgagees listed in §1.08.

§18.04. Annexation. Additional residential property and common area may be annexed to the property by vote of two-thirds of the owners; except that the Board of Directors of the Association shall have the right to acquire and accept additional lands for use as common area if such acquisition is by deed or gift.

§18.05. Dimensions. It is expressly agreed, and each and every purchaser of a townhome, his heirs, executors, administrators, assigns, successors and grantees hereby agree, that the square footage, size, and dimensions of each townhome unit as set out and shown in this Declaration or in said survey plats attached as Exhibits hereto, are approximate and are shown for descriptive purposes only, and that the Declarant does not warrant, represent, or guarantee that any townhome unit actually contains the area, square footage, or dimensions shown by the plat thereof. Each purchaser of a townhome unit hereby expressly waives any claim or demand which he may have against the Declarant or any other person whomsoever, on account of any difference, shortage, or discrepancy between the townhome unit as actually and physically existing and as it is shown on the respective plat thereof, which is attached as an Exhibit hereto. It is specifically agreed that in interpreting deeds, mortgages, deeds of trust, and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the townhome unit or of any townhome unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be the boundaries, regardless of settling, arising, or lateral movement of the building and regardless of variances between the boundaries shown on the plat and those of the building.

Article XXX: LIABILITY OF BOARD OF DIRECTORS

§19.01. The members of the Board of Directors and officers
of the Association shall not be liable to any owner or any person claiming by or through any owner for any act or omission of such Director or officer in the performance of his duties except if such act or omission shall involve gross negligence, bad faith or reckless disregard of his duties, and the Association shall have the power to indemnify all such Directors and officers from all claims, demands, actions and proceedings and any expenses in connection therewith, except if such Director or officer be judicially declared to have acted in a grossly negligent manner, with bad faith, or in reckless disregard of his duties.

Article XX: NOTICES

§20.01. All notices given or required to be given by the Association or the Board of Directors to Association Members shall be deemed to have actually been given (1) if actually received, or (2) whether or not actually received, when deposited in the United States mail, postage prepaid, and addressed to the Member at his address as it appears on the books of the Association. Notices to the Association or Declarant shall be to the address wherever the monthly assessments are due to be paid and/or the office of the Registered Agent for Service for the Woodslopes Homeowners Association, Inc.

Article XXI: ASSOCIATION'S OPTION TO PURCHASE

§21.01. Option to Purchase. The sale of any townhome and improvements thereon shall be subject to the right of the Association to purchase such townhome and improvements for the same amount, terms, and conditions as set forth in the sales contract. Each sales contract for the sale of a townhome shall contain a provision notifying the purchaser of the Association's option to purchase as provided for herein. Immediately upon execution of a sales contract by an owner and prospective purchaser, a signed copy thereof shall be delivered to the Chairman of the Board of Directors of the Association. Within ten days after delivery of such signed sales contract to the Chairman, the Association shall execute and deliver to owner a notarized, recordable instrument declaring either (1) the Association's waiver of its right to purchase for the amount and terms as stated on the sales contract, or (2) the Association's agreement to purchase for such amount and terms. Any sale of a townhome and improvements thereon which does not comply with the above
procedure shall be null and void, at the option of the Association. The foregoing shall not apply to sales by Declarant, or to sales in foreclosure by mortgagees.

Article XXII. RECORDED EASEMENTS AND RESTRICTIONS

The property is subject to the following recorded easements and restrictions: (1) Utility easements as shown on the recorded subdivision plat of Lot 34, Lost Creek Section Two, Platbook 74, Page 89, Plat Records of Travis County, Texas, (2) Subdivision restrictions for Lost Creek Section Two, as recorded in Book 74, Page 89, Plat Records of Travis County, Texas, (3) a 1/32 mineral interest reserved and retained in Warranty Deed dated June 6, 1955 from Earl F. Cooper and wife Gladys M. Cooper, to W. H. Bullard, recorded in Vol. 1590, Page 531, Deed Records of Travis County, Texas, and (4) Lost Creek Municipal Utility District. The sanitary sewer easement shown on the above subdivision plat is also shown on the Map or Survey Plat of Woodslopes of Lost Creek, as recorded in Vol. 5, Page 6, of the Condominium Plat Records of Travis County, Texas. Such sanitary sewer line was actually constructed slightly outside the easement as shown on the subdivision plat of record. Therefore, Haupt Builders, Inc. and all other owners of units in Woodslopes of Lost Creek as listed in Exhibit E hereby dedicate an alternate sanitary sewer easement which is shown on said Map or Survey Plat as a "proposed sanitary sewer easement" and all mortgagees listed in Exhibit E hereby consent to and subordinate their lien to such alternate sanitary sewer easement.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereto set its hand and seal this 24th day of February 1951.

HAUPPT BUILDERS, INC.

By Henry B. Fritz Jr.

Title President

STATE OF TEXAS

COUNTY OF TRAVIS

Before me, the undersigned authority, on this personally appeared HENRY WITZEL, President of HAUPPT BUILDERS, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office on this the 24th day of February 1951.

Notary Public, Travis County, Texas

Larry Niemann

Printed Name of Notary
STATE OF TEXAS
COUNTY OF TRAVIS

2-51-5490

DOES SHOPHOUSE, COUNTY CLERK WITHIN AND FOR THE COUNTY AND
STATE AFORESAID, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING
INSTRUMENT OF WRITING WAS FILED FOR RECORD IN MY OFFICE ON THE
DAY OF 10 AT O'CLOCK A.M. AND
DULY RECORDED ON THE DAY OF I0 AT
O'CLOCK A.M. IN VOLUME AT PAGE OF THE CONDOMINIUM
PLAT RECORDS OF TRAVIS COUNTY, TEXAS. THIS SURVEY PLAT AND
ARCHITECTURAL DRAWINGS CONSIST OF FIVE (5) SHEETS.

WITNESS MY HAND AND SEAL OF SAID COUNT THE DATE
LAST WRITTEN ABOVE.

2-52-3662

DOES SHOPHOUSE, COUNTY CLERK, TRAVIS COUNTY, TEXAS

7324 518

CONDOMINUM PROJECT BY HAUPF BUILDERS, INC.
Exhibit B, as referred to in $1.03 of this Declaration, is the survey plat of Woodslopes of Lost Creek and the architectural drawings of the exterior horizontal and vertical dimensions of the townhome condominium units as recorded in Vol. 1, Page 6, Condominium Plat Records of Travis County, Texas.
BYLAWS OF
WOODSLOPES HOMEOWNERS ASSOCIATION, INC.

Article I: NAME AND LOCATION

Section 1.01. The name of the corporation is WOODSLOPES HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The corporation shall be a non-profit corporation.

Section 1.02. The initial registered office of the corporation shall be located at 2316 Cypress Point East, Austin, Texas, 78746, but meetings of members and directors may be held at such places within Travis County, Texas, as may be designated from time to time by the Board of Directors.

Article II: DEFINITIONS

The definitions of all terms herein shall be the same as those in the Declaration of Covenants, Conditions and Restrictions for Woodslopes of Lost Creek, a Townhome Condominium Community, in Travis County, Texas.

Article III: MEETING OF MEMBERS

Section 3.01. Annual Meetings. The annual meeting of the members shall be held each year in January or February.

Section 3.02. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, upon written request of 5 or more members, or upon one member's request where an exterior change is requested.

Section 3.03. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 14 days before such meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Such notice shall be deemed to be delivered when deposited in the United States
mail addressed to the member at his address as set out above.

Section 3.04. Quorum. Except for a meeting to raise or impose assessments on all townhome owners, the presence at the meeting of members entitled to cast, or of proxies entitled to cast, one fourth of the townhome owners' votes shall constitute a quorum for any action except as otherwise provided by the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members present shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented. Quorum for assessment meetings shall be pursuant to provisions of the Declaration.

Section 3.05. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his townhome.

Section 3.06. Ballots. Secret ballots shall be utilized upon the request of any member.

Article IV: BOARD OF DIRECTORS

Section 4.01. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association and who are elected annually.

Section 4.02. Term of Office. The members shall elect five directors for a term of approximately one year, beginning from the date of their election to the date of the election of their successor at the next annual meeting.

Section 4.03. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.04. Compensation. No director shall receive compensation for any service he may render to the Association in his capacity as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.
Section 4.05. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 4.06. Ballots. Secret ballots shall be utilized upon request of any Board member.

Article V: ELECTION OF DIRECTORS

Section 5.01. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members and such appointment shall be announced to the membership at least 30 days prior to the annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Members or non-members of the Association may be nominated for the Board of Directors.

Section 5.02. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Article VI: MEETINGS OF DIRECTORS

Section 6.01. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by the Board. Any member desiring to attend monthly meetings shall contact the Chairman of the Board who shall in return notify such member of the time and place of the next monthly meeting.

Section 6.02. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 6.03. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every
act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**Article VII: POWERS AND DUTIES OF THE BOARD**

**Section 7.01. Powers.** The Board of Directors shall have power:

A. to perform the functions and powers set forth in the Articles of Incorporation; and adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon; and to establish penalties for the infraction thereof;

B. to suspend the voting rights and right of use of the common area of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

B. to exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

D. to declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board of Directors;

E. to employ a manager, an independent contractor, regular employees, and/or such other persons as they deem necessary, and to prescribe their duties; and

F. to otherwise perform every function reasonably necessary for the administration, operation, maintenance, and management of the property, consistent with the terms and conditions of the Declaration and the Articles of Incorporation.

**Section 7.02. Duties.** It shall be the duty of the Board of Directors:

A. to cause to be kept a complete record of all its acts and corporate affairs and to present a report thereof to the
members at the annual meeting of the members, or at any special meeting when such report is requested in writing by one-fourth (1/4) of the members;

B. to supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

C. to (1) fix the amount of the monthly assessment for each townhome pursuant to the procedure in the Declaration; (2) send monthly written notice of assessments to every Owner; and (3) collect assessments and enforce assessments, all pursuant to procedures and limitations as set forth in the Declaration;

D. to issue a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

E. to procure and maintain adequate liability and hazard insurance on common area facilities and on property owned by the Association; cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate or necessary;

F. to cause the common area including the common facilities, to be maintained, such as lawn, trees, streets, curbs, driveways, sidewalks, etc.; cause the exterior and roofs of all buildings to be maintained; cause all exterior ground areas to be kept clear of weeds, brush, and trash; pay all expenses incurred in connection with maintenance and repair of the common area, townhome exteriors (glass excepted), and roofs.

Article VIII: OFFICERS AND THEIR DUTIES

Section 8.01. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 8.02. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.
Section 8.03. Term. Each officer of this Association shall be elected annually by the Board and each shall hold office for approximately one (1) year until the election of his successor, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 8.04. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.05. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.06. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.07. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.04 of this Article.

Section 8.08. Duties. The duties of the officers are as follows:

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

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

C. Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board
and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

D. Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant or CPA at the completion of each fiscal year; and shall prepare an annual budget for the forthcoming year and a statement of income and expenditures for the previous year, to be presented to the membership at its regular annual meeting.

Article IX: COMMITTEES

The Association shall appoint committees as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out the purposes of the Association.

Article X: BOOKS AND RECORDS

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

Article XI: ASSESSMENTS

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

Article XII: CORPORATE SEAL

The issuance of a corporate seal shall be unnecessary.
Article XIII: AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of the members, by a vote of two-thirds (2/3) of the votes which members present in person or by proxy are entitled to cast. Thirty (30) days advance written notice to members is required for Bylaw changes. Changes in the Declaration shall be pursuant to the procedures set forth therein.

Article XIV: MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of Woodslopes Homeowners Association, Inc., have hereunto set our hands this the 1st day of July, 1978.

[Signatures]

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Woodslopes Homeowners Association, Inc., a Texas non-profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 1st day of July, 1978.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary of said Association this the 1st day of July, 1978.

[Signature]

Sophie T. Wetzel
Secretary
THE STATE OF TEXAS  X

COUNTY OF TRAVIS  X

Before me, the undersigned authority, on this day personally
appeared __________ HENRY WETZEL, JR. ____________, known to me to be
the person whose name is subscribed to the foregoing instrument,
and acknowledged to me that said person executed the same for the
purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the 12th day
of ______________________, 1978.

W. E. WETZEL
Notary Public in and for Travis County, Texas

THE STATE OF TEXAS  X

COUNTY OF TRAVIS  X

Before me, the undersigned authority, on this day personally
appeared __________ SOPHIE T. WETZEL ____________, known to me to be
the person whose name is subscribed to the foregoing instrument,
and acknowledged to me that said person executed the same for the
purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the 12th day
of ______________________, 1978.

W. E. WETZEL
Notary Public in and for Travis County, Texas

THE STATE OF TEXAS  X

COUNTY OF TRAVIS  X

Before me, the undersigned authority, on this day personally
appeared __________ WENDY ANN WETZEL ____________, known to me to be
the person whose name is subscribed to the foregoing instrument,
and acknowledged to me that said person executed the same for the
purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the 12th day of
______________________, 1978.

W. E. WETZEL
Notary Public in and for Travis County, Texas
THE STATE OF TEXAS  x
COUNTY OF TRAVIS  x

Before me, the undersigned authority, on this day personally appeared ___________________________, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that said person executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the __ day of JULY, 1978.

[Signature]
Notary Public in and for Travis County, Texas

W. E. WETZEL

THE STATE OF TEXAS  x
COUNTY OF TRAVIS  x

Before me, the undersigned authority, on this day personally appeared ___________________________, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that said person executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the __ day of JULY, 1978.

[Signature]
Notary Public in and for Travis County, Texas

W. E. WETZEL

STATE OF TEXAS
COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, as

FILED
Jul 24 4:38 PM '78

COUNTY CLERK
TRAVIS COUNTY, TEXAS

7324 529
ARTICLES OF INCORPORATION OF

WOODSLOPES HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of the Texas Non-Profit Corporation Act, the undersigned, all of whom are citizens of the State of Texas and all of whom are over 18 years of age, have this day voluntarily associated themselves together for the purposes of forming a non-profit corporation and do hereby certify:

Article I: NAME

The name of the corporation is WOODSLOPES HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

Article II: DURATION

The duration of the corporation shall be perpetual.

Article III: PURPOSE AND POWERS

This Association is a non-profit corporation, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Townhomes, Common Area (including common facilities) within that certain tract of property described as Woodslopes, a Townhome Condominium Community in Travis County, Texas, and any additions thereto; and to promote the health, safety and welfare of the residents within the above-described property.

In furtherance of said purposes, this Association by and through its Board of Directors shall have power:

A. to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the aforesaid property and recorded or to be recorded in the Deed Records of Travis County, Texas and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as if set forth verbatim;

B. to fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
C. to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of property in connection with the affairs of the Association;

D. to borrow money with the assent (by vote or written consent) of two-thirds (2/3) of the members;

E. to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions set forth in the Declaration.

F. to have and to exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act by law may now or hereafter have or exercise;

G. to annex additional residential property and common area provided that any such annexation shall have the assent of fifty-one per cent (51%) of each class of members;

H. to contract for group fire and extended coverage insurance covering all buildings and improvements;

I. to contract for various utilities in accordance with the Bylaws and the Declaration of the Association;

J. to contract for repair and maintenance of Common Area, townhome exteriors, roofs, utilities, streets, curbs, sidewalks, and other property of the Association.

Article IV: MEMBERSHIP

Every person or entity who is a record owner of a Townhome in Woodslopes, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, ownership of any Townhome Lot which is subject to assessment by the Association.

Article V: VOTING RIGHTS

The voting rights of various members of the Association shall be in accordance with the Declaration.

Article VI: BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association.
The number of directors may be changed by amendment of the By-laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Henry Wetzel, Jr.</td>
<td>2311 Cypress Point, East,</td>
</tr>
<tr>
<td></td>
<td>Austin, Texas 78746</td>
</tr>
<tr>
<td>Sophie T. Wetzel</td>
<td></td>
</tr>
<tr>
<td>Wendy Ann Wetzel</td>
<td>&quot;</td>
</tr>
<tr>
<td>Sam H. Slaughter</td>
<td>606 Westwood Terrace</td>
</tr>
<tr>
<td>Mary Alma Slaughter</td>
<td>Austin, Texas 78746</td>
</tr>
</tbody>
</table>

Article VII: INITIAL REGISTERED AGENT

The initial registered office of the Association is located at 2316 Cypress Point East, Austin, Texas 78746, and Henry Wetzel, whose address is the same, is hereby appointed the initial registered agent of this Association.

Article VIII: INCORPORATORS

The names and addresses of the original incorporators of said corporation shall be the same as the first three persons listed as original Board of Directors in Article VI hereof.

Article IX: DISSOLUTION

The Association may be dissolved with the affirmative vote of all members and approval of all holders of first lien mortgages on Woodslopes Townhomes. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be granted, conveyed and assigned to a non-profit corporate association, trust or other organization to be devoted to such similar purposes.

Article X: AMENDMENTS

Amendment of these Articles shall require the assent of all members.
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 12th day of July, 1978.

Henry Wetzel, Jr.
Henry Wetzel, Jr.

Sophie T. Wetzel

Wendy Ann Wetzel

Wendy Ann Wetzel