

EXHIBIT G

RESIDENTIAL CONDOMINIUM DECLARATION AND RESIDENTIAL MAP

[Residential Condominium Declaration and Residential Map follow this cover page.]

DRAFT

Upon Recording: Return to:

Winstead PC
500 Winstead Building
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Attention: Jeanne Caruselle Katz, Esq.

RESIDENTIAL CONDOMINIUM DECLARATION
FOR
THE ESTATES AT THE LANTANA CONDOMINIUM

Made and Established on _____, 2025

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RESIDENTIAL CONDOMINIUM DECLARATION
FOR
THE ESTATES AT THE LANTANA CONDOMINIUM

This RESIDENTIAL CONDOMINIUM DECLARATION FOR THE ESTATES AT THE LANTANA CONDOMINIUM is made and established effective as of _____, 2025 by Residential Declarant.

RECITALS:

A. Residential Declarant is the fee simple owner of the Residential Unit I in the Master Condominium.

B. Pursuant to the provisions of the Act and the Master Declaration, Residential Declarant desires to subdivide the Residential Unit I and create the Residential Condominium.

C. Residential Declarant intends hereby to establish a plan for the individual ownership of estates in real property consisting of the Residences and the appurtenant undivided interests in the Residential Common Elements.

NOW, THEREFORE, Residential Declarant does hereby submit the Residential Unit I to the provisions of the Act and the Residential Condominium established hereby, and does hereby publish and declare that, subject to existing matters of record, the following terms, provisions, covenants, conditions, easements, restrictions, reservations, uses, limitations and obligations are hereby established and run with the Residential Property and will be a burden and benefit to Residential Declarant, the Residential Association, the Residence Owners and their respective heirs, legal representatives, successors and assigns:

ARTICLE I

Definitions

Section 1.1 Terms Defined. As used in this Residential Declaration, the following terms have the meanings set forth below, provided that those capitalized terms not expressly defined herein have the same meaning as defined in the Master Declaration:

"Acquired Property." As defined in Section 14.2 of this Residential Declaration.

"Act." The Uniform Condominium Act, Texas Property Code, Chapter 82, Section 82.001 et seq., as amended from time to time.

"Additional Residential Assessments." Residential Assessments levied by the Residential Association against one or more but less than all Residence Owners pursuant to Section 7.2 of this Residential Declaration.

"Affiliate." Any Person who controls, is controlled by, or is under common control with another Person.

"Affiliate of Declarant." "Affiliate of a declarant" as defined in Section 82.003(a)(1) of the Act.

"Approved Builder." Any builder approved to construct Residences by the Architectural Reviewer from time to time.

"Construction Dispute." Any claim, grievance or other dispute involving Residential Declarant, any Affiliate of Declarant, or any Approved Builder, between Residence Owners, or between Residence Owners and the Residential Association and arising out of or relating to the engineering, design or construction of the Residential Property, including the interpretation or enforcement of any warranty.

"County." Gillespie County, Texas.

"Damaged Residence." One or more Residences damaged or destroyed by fire or other casualty.

"Designee." A Person acting at the request of another Person, including contractors, subcontractors, employees, agents, representatives and licensees.

"Director." A member of the Residential Board of Directors.

"Governmental Authority." Any and all applicable courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental entity (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence.

"Governmental Impositions." All real estate and personal property taxes, charges, assessments, standby fees, excises and levies and any interest, costs or penalties with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which at any time prior to or after the execution hereof, may be assessed, levied or imposed upon the Residential Condominium or any Residence therein by any Governmental Authority.

"Hotel Unit." The Unit in the Master Condominium designated as the Hotel Unit, as more particularly described in Section 2.2(b) of the Master Declaration, as shown and numbered on the Master Map.

"Hotel Unit Owner." The Owner from time to time of the Hotel Unit.

"Legal Requirements." Any and all then-current judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any Governmental Authority in any way applicable to any Residence Owner's use and enjoyment of the Residential Condominium, or any Residence, including the Restrictive Covenants, zoning ordinances, subdivision and building codes, flood disaster laws and applicable architectural barrier, health and environmental laws and regulations.

"Maintenance Manual." As defined in Section 5.2(b) of this Residential Declaration.

"Master Association." The Lantana Master Condominium Association, Inc., a Texas nonprofit corporation, the condominium association created pursuant to the Master Declaration.

"Master Condominium." The form of real property established in the Master Declaration.

"Master Declarant." Wine Country Hospitality Partners, LLC, a Delaware limited liability company, and its successors and assignees having the rights, powers, authority and obligations described in the Master Declaration.

"Master Declaration." The Master Condominium Declaration for The Lantana Master Condominium, and all recorded amendments thereto.

"Master Expenses." Expenses allocated to the Residential Unit I Owner under the Master Declaration for which each Residence Owner is responsible, including the Amenity Costs, and the Residential Unit I Owner's portion of those expenses incurred by the Master Association for (a) expenses incurred by the Master Association for (i) maintenance and repair of the Common Elements as provided in of the Master Declaration; (ii) casualty, public liability and other insurance coverage required to be maintained by the Master Association; and (iii) Governmental Impositions levied and assessed against the Common Elements; (b) expenses that are payable to the Master Association pursuant to the Master Budget, as described in Article VII of the Master Declaration; and (c) all other Assessments described in the Master Declaration.

"Master Map." The map and plans attached as Exhibit C to the Master Declaration.

"Master Regulations." The rules and regulations adopted by the Board of Directors of the Master Association, if any, as amended from time to time.

"Monthly Residential Assessment." Assessments established and collected by the Residential Board of Directors pursuant to Article VII of this Residential Declaration for payment of the Residential Common Expenses and other Residential Charges when due.

"Past Due Rate." The maximum lawful rate of interest under Texas law or, if no maximum lawful rate exists, the rate of 18% per annum.

"Person." Any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other legal entity, including any public or governmental body, agency or instrumentality and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Real Property." That certain real property located in the County and more particularly described as Exhibit A attached to this Residential Declaration, together with all the rights and appurtenances pertaining thereto, including any additional real property that becomes part of the Residential Property, but excluding, to the extent appurtenant, the Residential Easements.

"Released Party." As defined in Section 6.6 of this Residential Declaration.

"Residence." A physical portion of the Residential Condominium that is designated for separate ownership or occupancy (the boundaries of which are depicted as units on the Residential Map) with the unrestricted right of ingress thereto and egress therefrom, and an undivided interest, appurtenant to the Residence, in and to the Residential Common Elements and which includes all Residential Systems which exclusively serve such Residence. The term "Residence" will not include any of Residential Systems which serve more than one Residence, all as subject to and further described in Section 82.052 of the Act. The term "Residence" will

not encompass any Units in the Master Condominium, except the Residential Unit I as subdivided by this Residential Declaration.

"Residence Owner." Any Person (including Residential Declarant) owning fee title to a Residence, which Residence includes an undivided interest in the Residential Common Elements, but excluding any Person having an interest in a Residence solely as security for an obligation.

"Residential Access Easement." An easement as more particularly described in Section 3.6(a) of this Residential Declaration.

"Residential Allocated Interests." The undivided interests of each Residence Owner in the Residential Common Elements and the Residential Common Expenses allocated to each Residence as reflected on Exhibit B attached to this Residential Declaration, as may be reallocated in accordance with the Residential Reallocation Percentages as required from time to time pursuant to this Residential Declaration.

"Residential Assessments." Monthly Residential Assessments, Special Residential Assessments and Additional Residential Assessments, due to the Residential Association by a Residence Owner or levied against a Residence by the Residential Association.

"Residential Association." The Estates at The Lantana Condominium Association, Inc., a Texas nonprofit corporation organized under the Act and the TNCL and created for the purposes and possessing the rights, powers and authority set forth in the Residential Governing Documents.

"Residential Board of Directors." The board of directors of the Residential Association named in the Residential Certificate of Formation and their successors as duly elected or appointed and qualified from time to time.

"Residential Budget." A budget prepared by the Residential Association and delivered to each Residence Owner that includes the anticipated Residential Common Expenses and Residential Charges for the Residential Property for the ensuing fiscal year and a statement setting forth each Residence Owner's monthly share thereof.

"Residential Bylaws." The bylaws of the Residential Association, as amended from time to time, adopted by the Residential Board of Directors.

"Residential Certificate of Formation." The certificate of formation of the Residential Association filed with the Secretary of State of Texas, as amended from time to time.

"Residential Charges." Any costs, expenses, dues, interest fees, late fees, fines, collection costs, attorney's fees and any other sums arising under the Residential Governing Documents.

"Residential Common Elements." The Residential Limited Common Elements and the Residential General Common Elements.

"Residential Common Elements Easement." An easement as more particularly described in Section 3.6(b) of this Residential Declaration.

"Residential Common Expenses." Expenses for which the Residential Association is responsible, including: (a) the Master Expenses; (b) the insurance coverage as may be maintained by the Residential Association as described in Section 6.2 of this Residential Declaration and the Residential Governing Documents; (c) Residential Governmental Impositions levied and assessed against the Residential Common Elements; (d) utilities related to the Residential Common Elements and the Residences (if such utilities are not separately metered); (e) professional services for the Residential Association, such as management, including management fees payable to Residential Manager, accounting, reserve studies, and legal services; (f) reserves established by the Residential Association; (g) such other costs and expenses reasonably related to the proper maintenance, care, operation, management and administration of the Residential Association and the Residential Common Elements; (h) any costs incurred by the Residential Association relating to any services and access rights made available to Residence Owners by the Hotel Unit Owner; and (i) all expenses assessed to the Residential Property pursuant to the Restrictive Covenants.

"Residential Condominium." The form of real property established by this Residential Declaration with respect to the Residential Unit I, in which portions of the Residential Unit I are designated for individual ownership or occupancy and the remainder of the Residential Unit I is designated for common ownership or occupancy solely by the Residence Owners, containing a maximum of 55 Residences.

"Residential Declarant." Lantana Land Holdings LLC, a Delaware limited liability company, and its successors and assignees having the rights, powers, authority and obligations described in this Residential Declaration evidenced by a written instrument filed for record in the Real Property Records of the County assigning the rights, powers, authority and obligations of Residential Declarant under this Residential Declaration.

"Residential Declarant Control Period." The period commencing on the date of this Residential Declaration and continuing until the date which is 120 days after the date that deeds to 75% of the Residences that may be created in accordance with this Residential Declaration have been recorded in the Real Property Records of the County for Residence Owners other than Residential Declarant.

"Residential Declarant's Mortgagee." Any Person that is the holder of the Residential Lien Indebtedness of Residential Declarant.

"Residential Declaration." This Residential Condominium Declaration for The Estates at The Lantana Condominium and all recorded amendments hereto, which Residential Declaration and all amendments hereto, will be recorded in the Real Property Records of the County.

"Residential Development Rights." A right or combination of rights to: (a) create, relocate or properly designate Residences or Residential Common Elements within the Residential Condominium and to make and record corrections to the Residential Map to conform the Residential Map to the actual location of the Residences and/or the proper designation of the elements of the Residential Condominium as Residences or Residential Common Elements; (b) convert Residences into Residential Common Elements or convert Residential Common Elements into Residences; (c) convert Residential General Common Elements into Residential Limited Common Elements or Residential Limited Common Elements into Residential General Common Elements; (d) exercise the rights reserved by Master Declarant in Section 3.7 of the Master Declaration; (e) subdivide or combine Residences within the Residential Condominium; (f) add real property to the Residential Condominium; and (g) relocate the boundaries of

Residences or Residential Common Elements. The Residential Development Rights so reserved may be exercised by Residential Declarant to the extent and only if permitted by the Act and at all times while Residential Declarant owns any Residence or other real property interest in the Residential Condominium, or for such lesser time as may be permitted by the Act.

"Residential Dispute." Any claim, grievance or other dispute, other than a Construction Dispute: (a) arising out of or relating to the interpretation, application or enforcement of the Residential Governing Documents; (b) between or among (i) two or more Residence Owners other than Residential Declarant, (ii) one or more Residence Owners and Residential Declarant, or (iii) one or more Residence Owners and the Residential Association; (c) arising out of or relating to the proper party to bear a maintenance cost or expense or expenditure (including capital expenditures) or the proper amount of the expense, fee or Residential Assessment to be charged or collected; (d) arising out of or relating to the rights, obligations and duties of any Residence Owner, the Residential Association, the Architectural Reviewer, or Residential Declarant under the Residential Governing Documents; (e) arising out of or relating to the authority of the Residential Association or Residential Declarant under any Legal Requirement or under the Residential Governing Documents to: (i) require any Residence Owner to take any action or not to take any action involving such Residence Owner's Residence or the Residential Limited Common Elements appurtenant thereto; or (ii) alter, subtract from or add to the Residential Common Elements or the Residential Condominium; or (f) arising out of or relating to the failure of the Residential Association, in accordance with Legal Requirements and the Residential Governing Documents to: (1) properly conduct elections; (2) give adequate notice of meetings or actions; (3) properly conduct meetings; or (4) allow inspection of books or records. The following will not be considered "Residential Disputes" unless all parties otherwise agree to submit the matter to the dispute resolution provisions of Article XI of this Residential Declaration: (A) any suit by the Master Association or the Residential Association to obtain a temporary restraining order and such ancillary relief as the court may determine to be necessary to maintain the status quo and preserve the Residential Association's or the Master Association's ability to enforce the provisions of the Residential Governing Documents; (B) any action permitted under Article VII of this Residential Declaration in connection with the enforcement of any Residence Owner's obligation to pay Residential Assessments under this Residential Declaration or collection of any past due or unpaid Residential Assessments; (C) any dispute between Residence Owners which does not include Master Declarant, the Architectural Reviewer, Residential Declarant, the Master Association or the Residential Association, if such dispute would constitute a cause of action independent of any of the Residential Governing Documents; (D) any dispute that primarily involves title to any Residence or the Residential Common Elements; (E) any claim, grievance or other dispute between Residential Declarant and a Residence Owner, if such claim, grievance, or other dispute constitutes a cause of action independent of any of the Residential Governing Documents; or (F) any suit in which the applicable statute of limitations would expire within 180 days of the giving of notice as provided in Article XI of this Residential Declaration unless the Persons against whom the Residential Dispute is made agree to toll the statute of limitations for a period of time necessary to comply with Article XI of this Residential Declaration.

"Residential Easements." Collectively the easements set forth in Section 3.6 of this Residential Declaration.

"Residential General Common Elements." All portions of the Residential Common Elements that are not the Residential Limited Common Elements, as well as the Residential Unit I's interest in the Common Elements of the Master Condominium including: (a) the Access Easement as described in Section 3.8(a) of the Master Declaration; (b) the Common Elements

Easement as described in Section 3.8(b) of the Master Declaration; (c) the Amenity Easement as described in Section 3.8(c) of the Master Declaration; (d) the Support Easement as described in Section 3.8(f) of the Master Declaration; (e) the Systems Easement as described in Section 3.8(g) of the Master Declaration; and (f) the Vertical Access Easement as described in Section 3.8(j) of the Master Declaration.

"Residential Governing Documents." Individually and collectively, the Governing Documents, this Residential Declaration, the Residential Certificate of Formation, Residential Bylaws and the Residential Regulations.

"Residential Governmental Impositions." All real estate and personal property taxes, charges, assessments, standby fees, excises and levies and any interest, costs or penalties with respect thereto, general and special ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which at any time prior to or after the execution hereof may be assessed, levied or imposed upon the Residential Condominium or any Residence therein by any Legal Requirements and Governmental Authority.

"Residential Improvements." The buildings located on the Residential Condominium and related infrastructure, and the pavement, fencing, landscaping, facilities, plumbing, recreational facilities, Residential Systems, electrical and telephone lines, computer cables, and man-made objects of every type, existing or placed on the Residential Condominium, including all cable television, cellular phone, internet and other utility or communication installations or equipment.

"Residential Insurance Proceeds." Any and all proceeds that the Master Association, the Residential Association or a Residence Owner is entitled to receive from an insurance company as a result of a casualty loss, including such proceeds in connection with a casualty loss to a Residence or the Residential Common Elements.

"Residential Insurance Trustee." The Residential Association acting as a trustee in connection with the Residential Insurance Proceeds.

"Residential Lien Indebtedness." Any bona fide indebtedness, which is the result of an arm's length negotiation that is secured by a lien or encumbrance upon a Residence.

"Residential Limited Common Elements." Those portions of the Residential Common Elements that are allocated by this Residential Declaration and the Residential Map for the exclusive use by one or more, but less than all of the Residences.

"Residential Maintenance Standard." Maintenance in good repair in an attractive and clean first class condition, including the operation, upkeep, repair and restoration, ordinary wear and tear excepted, to the extent necessary to maintain the Residential Condominium or the Residences, as applicable, in such first class condition reasonably suitable for its intended purpose, and at all times consistent with the Maintenance Standard.

"Residential Manager." Any experienced and professional manager or management company with whom the Residential Association contracts for the day-to-day management of either or both of the Residential Condominium or the administration of the Residential Association.

"Residential Map." The plats and plans attached to this Residential Declaration as Exhibit D, and made a part of this Residential Declaration, including a survey plat of the

Residential Property and dimensional drawings that horizontally and vertically identify and describe the Residences and the Residential Common Elements and all amendments thereto.

"Residential Mortgagee." Any Person, including Residential Declarant's Mortgagee, so long as Residential Declarant is a Residence Owner, that is the holder of Residential Lien Indebtedness and which has provided the Residential Association with written notice of its name, address and description of the Residence encumbered by such Residential Lien Indebtedness.

"Residential Property." The Residences and the Residential Common Elements.

"Residential Reallocation Percentage." The percentage of the undivided interest of each Residence Owner in the Residential Common Elements, as set forth in a Supplemental Residential Declaration, determined by dividing (a) the acreage of a Residence as shown on the Residential Map by (b) the combined total acreage of all of the Residences as shown on the Residential Map, which measurement will be the measurement used to establish the initial Residential Allocated Interests set forth on Exhibit B attached to this Residential Declaration as a result of any increase in the number of Residences subject to this Residential Declaration.

"Residential Regulations." The rules and regulations of the Residential Association, if any, initially adopted by the Residential Board of Directors and as amended from time to time, relating to the appearance, use and occupancy of the Residential Property, including the exterior appearance, use and occupancy of the Residences and other construction on the Residential Property.

"Residential Rents." Any and all rental or other income received by a Residence Owner in connection with the leasing of a Residence or the granting or licensing of a right to use all or any portion of such Residence.

"Residential Structures." All foundations, footings, columns, flat slabs, sheer walls, girders, support beams, post tension cables or rods and including any and all other structural components that support, uphold or are a part of the Residential Property or other Residential Improvements.

"Residential Support Easement." An easement as more particularly described in Section 3.6(d) of this Residential Declaration.

"Residential Systems." All fixtures, utilities, equipment, pipes, lines, wires, computer cables, conduits, circuits, junction boxes, hangers, pull boxes, terminal points, electronic devices, air compressors, air handlers, chillers and other systems used in the production, heating, cooling and/or transmission of air, water, gas, electricity, communications, waste water, sewage, lighting, audio and video signals, and other utility services, including the main switch gear conduits, plumbing chases and mechanical shafts exclusively serving the Residential Property.

"Residential Systems Easement." An easement as more particularly described in Section 3.6(c) of this Residential Declaration.

"Residential Taking." The taking or threat of taking of all or a portion of the Residential Property for any public or quasi-public use, by eminent domain proceedings or otherwise, by a Governmental Authority or by an action in the nature of eminent domain (whether permanent or temporary) or the sale or other transfer of the Residential Property in lieu thereof.

"Residential Tenant." Any Person having the right to occupy a Residence pursuant to a lease granted by a Residence Owner.

"Residential Unit I." The Unit in the Master Condominium designated as the Residential Unit I, as more particularly described in Section 2.2(c) of the Master Declaration, as shown and numbered on the Master Map.

"Residential Unit I Owner." The owner of the Residential Unit I in the Master Condominium.

"Residential Unit II." The Unit of the Master Condominium designated as the Residential Unit II and subdivided by this Residential Declaration, as more particularly described in Section 2.2(d) of the Master Declaration, as shown and numbered on the Master Map.

"Residential Unit II Owner." The owner of the Residential Unit II in the Master Condominium.

"Residential Utility Easement." An easement as more particularly described in Section 3.6(e) of this Residential Declaration.

"Restrictive Covenants." Collectively, all items filed of record in the Real Property Records of the County affecting title to the Real Property.

"Retail Unit." The Unit in the Master Condominium designated as the Retail Unit, as more particularly described in Section 2.2(a) of the Master Declaration, as shown and numbered on the Master Map.

"Sales Restriction Period." The period commencing on the date that a Residence is conveyed to a Residence Owner by Residential Declarant and ending on the later of (a) 12 months after the date a Residence Owner achieves completion of construction of a single family residence on the Residence in accordance with its purchase and sale agreement, (b) the date on which 100% of the Residences are conveyed to a Residence Owner by Residential Declarant, or (c) approval by Residential Declarant.

"Special Residential Assessments." Residential Assessments established and collected from time to time by the Residential Association pursuant to Article VII of this Residential Declaration for payment when due of costs relating to the repair and restoration of the Residential Common Elements, and for payment of non-recurring and other non-budgeted Residential Common Expenses, when due.

"Special Residential Declarant Rights." Rights reserved for the benefit of Residential Declarant to (a) exercise any Residential Development Right, (b) use any Residential Easement for the purpose of making improvements within the Residential Condominium or on the Residential Property, (c) appoint or remove any officer or board member of the Residential Association during the Residential Declarant Control Period, and (d) exercise the rights and powers enumerated in Section 3.5 of this Residential Declaration.

"Supplemental Residential Declaration." An instrument executed by Residential Declarant and recorded in the Real Property Records of the County for the purpose of modifying the Residential Allocated Interests, adding to the Residential Condominium, withdrawing any

portion thereof from the effect of this Residential Declaration or for such other purposes as are provided in this Residential Declaration.

"TNCL." The Texas Nonprofit Corporation Law, as amended from time to time.

"Waiving Party." As defined in Section 6.6 of this Residential Declaration.

ARTICLE II

General Provisions

Section 2.1 Creation of Residences, Residential Map.

(a) The Residential Property is hereby divided into fee simple estates composed of separately designated Residences and each such Residence's undivided interest in and to the Residential Common Elements. Each Residence, together with such Residence's undivided interests in the Residential Common Elements, is for all purposes a separate parcel of and estate in real property. The separate parcels of and estates in real property designated hereby will be created on the date of filing of this Residential Declaration in the condominium records of the County and will continue until this Residential Declaration is revoked or terminated in the manner provided in this Residential Declaration. Master Declarant has the right (but not the obligation), by Supplemental Residential Declaration, to supplement the Residential Unit I by adding additional facilities thereto or to designate additional portions of the Master Condominium as part of the Residential Unit I, as described in the Master Declaration. Each Residence includes the spaces and Residential Improvements within the lower, upper, and lateral boundaries as defined by the Residential Map, including the roof and foundation of any Residential Improvements, landscaping, driveways, sidewalks, fences, yards, utility lines and meters and all other Residential Improvements located within the Residence. In addition, each Residence also includes Residential Improvements, fixtures, and equipment serving the Residence exclusively, whether located within, outside, or below the Residence, whether or not attached to or contiguous with the Residential Improvements, including any below-grade foundation, piers, retaining walls, fence, or other structural supports; sewage injection pumps, sewage grinder pumps, plumbing, sewerages, and utility lines, pipes, drains, and conduits; landscape irrigation, drainage facilities and subterranean components of plant material, including roots of trees on the Residence; and any other below-grade item that serves or supports the Residence exclusively.

(b) The Residential Map sets forth, among other things, the following: (i) a general description and diagrammatic plan of the Residential Condominium; (ii) the location and dimension of all real property subject to the Residential Development Rights; (iii) each Residence, showing its location within the Residential Property, the number of the Residence, the Residential Limited Common Elements appurtenant thereto; and (iv) such other information as is desirable or required pursuant to the Act, including a certification as to compliance with the Act. The measurements set forth on the Residential Map as to each Residence are approximate values taken from the plans and specifications for the Residential Property and may not be precisely accurate as to any Residence due to variances in construction. RESIDENTIAL DECLARANT, ANY OWNER OF A UNIT DESIGNATED IN THE MASTER DECLARATION, MASTER DECLARANT, AND THEIR SUCCESSORS, ASSIGNS, OR DESIGNEES WILL NOT BE LIABLE TO ANY RESIDENCE OWNER AS A RESULT OF ANY DISCREPANCIES IN ACTUAL MEASUREMENTS FROM THOSE SET FORTH ON THE RESIDENTIAL MAP OR IN ANY RESIDENTIAL CONDOMINIUM PURCHASE CONTRACT TO WHICH RESIDENTIAL DECLARANT, ANY OWNER OF A UNIT DESCRIBED IN THE MASTER

DECLARATION, MASTER DECLARANT, AND THEIR SUCCESSORS, ASSIGNS, OR DESIGNEES, IS OR WAS A PARTY, AND EACH RESIDENCE OWNER, BY ACCEPTING A DEED TO A RESIDENCE, WAIVES ANY SUCH CLAIM OR CAUSE OF ACTION AGAINST RESIDENTIAL DECLARANT, ANY OWNER OF A UNIT DESCRIBED IN THE MASTER DECLARATION, MASTER DECLARANT AND THEIR SUCCESSORS, ASSIGNS, OR DESIGNEES. Residential Declarant (without the joinder of any other Residence Owner) may, if necessary, file a Supplemental Residential Declaration amending the Residential Map to reflect the actual measurements for each Residence, any other appropriate changes and amendments to Exhibit B attached to this Residential Declaration to reflect the Residential Reallocation Percentage.

Section 2.2 Allocation of Interests in Residential Common Elements. The initial Residential Allocated Interests have been determined by dividing the acreage of each Residence as shown on the Residential Map by the total acreage of all Residences as shown on the Residential Map and are shown opposite the Residence numbers in Exhibit B attached to this Residential Declaration. The Residential Common Elements will remain undivided. Each Supplemental Residential Declaration filed in accordance with Section 2.1 of this Residential Declaration will include a revised listing of all Residences reflecting the Residential Reallocation Percentage opposite the Residence description. The Residential Allocated Interests shown in Exhibit B attached to this Residential Declaration, as may be amended from time to time, are final and binding irrespective of any actual discrepancies that may exist.

Section 2.3 Inseparability of Residences; No Partition. Each Residence and its Residential Allocated Interest will be inseparable and will be acquired, owned, conveyed, transferred, leased and encumbered only as an entirety. In no event will a Residence be subject to physical partition and no Residence Owner will bring or be entitled to maintain an action for the partition or division of a Residence or the Residential Common Elements. Any purported conveyance, judicial sale or other voluntary or involuntary transfer of an undivided interest in the Residential Common Elements without the Residence to which such Residential Common Elements are allocated is void *ab initio*.

Section 2.4 Permissible Relationships; Description.

(a) Ownership of Units. A Residence may be acquired and held by more than one Person in any form of ownership recognized by the Legal Requirements.

(b) Description of Units. Any contract or other instrument relating to the acquisition, ownership, conveyance, transfer, lease or encumbrance of a Residence will legally describe such Residence by its identifying Residence designation, followed by the words "[Residence] ____ of The Estates at The Lantana Condominium, located in the Residential Unit I within The Lantana Master Condominium, located in Gillespie County, Texas, with an undivided interest, appurtenant to the Residence in and to the Residential Common Elements in the percentage designated for the Residence on Exhibit B attached to the Residential Declaration," with further reference to the recording data for this Residential Declaration (including the Residential Map and any amendments to this Residential Declaration). Every such description will be good and sufficient for all purposes to acquire, own, convey, transfer, lease, encumber or otherwise deal with such Residence, and any such description will be construed to include all incidents of ownership relating to a Residence.

Section 2.5 Obligations of Residence Owners and Residences. Upon the filing of this Residential Declaration and the acceptance of a deed to a Residence by a Residence Owner, any and all obligations (including the obligations to pay Assessments as defined and provided for in the Master Declaration), liabilities, limitations, rights, waivers, benefits, or burdens that are vested, or that may in the

future become vested, in or upon Residential Declarant in relation to the Residences pursuant to the Master Declaration are hereby assumed by each Residence Owner and will automatically be the joint obligations (including the obligations to pay Assessments as defined in the Master Declaration), liabilities, rights, waivers, benefits or burdens of the Residence Owners and the Residences. EACH RESIDENCE OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS THE BOARD OF DIRECTORS, RESIDENTIAL BOARD OF DIRECTORS, MASTER DECLARANT, RESIDENTIAL DECLARANT, MANAGER, AND RESIDENTIAL MANAGER FROM SUCH RESIDENCE OWNER'S SHARE OF ANY AND ALL LIABILITIES, COSTS, EXPENSES (COMMON OR OTHERWISE), CHARGES AND RESIDENTIAL ASSESSMENTS RELATING OR APPERTAINING TO SUCH RESIDENCE OWNER'S RESIDENCE IN PROPORTION TO SUCH RESIDENCE OWNER'S RESIDENTIAL ALLOCATED INTEREST UNDER THIS RESIDENTIAL DECLARATION.

Section 2.6 Mortgage of Residence. A Residence Owner will be entitled from time to time to mortgage or encumber such Residence Owner's Residence by creating a lien covering such Residence under the provisions of a deed of trust, but any lien created thereby will be subject to the terms and provisions of this Residential Declaration and the Master Declaration, and any mortgagee or other lienholder which acquires a Residence through judicial foreclosure, public sale or any other means will be subject to the terms and provisions of the Residential Governing Documents. A Residence Owner that mortgages such Residence Owner's Residence will notify the Residential Association, giving the name and address of said Residence Owner's Residential Mortgagee. The Residential Association will maintain such information in a book entitled "Residential Mortgagees of Residences."

ARTICLE III

Uses, Reservations and Restrictions

Section 3.1 Permitted Use. Except for those Residences owned by Residential Declarant, no Residence will be used or occupied other than for single-family residential purposes. Each Residence will also be subject to limitations on use, occupancy, architectural standards and such other matters as are set forth in the Residential Governing Documents. The uses allowed in the Residences are subject to Section 3.1 of the Master Declaration. The Residences must be used solely for private residential purposes. This restriction does not prohibit use of a Residence for personal, business or professional purposes, provided that: (a) such use is incidental to the Residence's residential use; (b) there is no external evidence of such use; and (c) such use does not entail excessive visits to the Residential Property by the public, employees, suppliers or clients.

Section 3.2 Leases. Residences may only be leased in accordance with the terms of the Residential Governing Documents.

Section 3.3 Parking. Vehicles of the Residence Owners and their guests, licensees and invitees **may only be parked** in accordance with the Residential Governing Documents.

Section 3.4 Compliance with Residential Governing Documents. Each Residence Owner, by accepting a deed conveying title to a Residence and any Residential Tenant having the right to occupy any portion of a Residence pursuant to a lease granted by a Residence Owner or Residential Declarant, will automatically be deemed to have agreed to strictly comply with the provisions of the Residential Governing Documents and all Legal Requirements. A failure or refusal of a Residence Owner or Residential Tenant to so comply with any such provisions, after written notice, will constitute a Residential Dispute that will be resolved in accordance with Article XI of this Residential Declaration. In

addition, a Residence Owner's voting rights in the Residential Association may by written notice be suspended by the Residential Association during the period of such noncompliance.

Section 3.5 Residential Declarant Reservations and Rights.

(a) Special Residential Declarant Rights. In accordance with, and only if permitted by the Act, Residential Declarant for itself and its assigns, successors and Designees, reserves the right at all times while Residential Declarant or any Affiliate of Declarant owns any Residence or any other real property interest in the Residential Condominium, to exercise the Special Residential Declarant Rights which include:

(i) The right to file a Supplemental Residential Declaration amending the Residential Map to reflect the actual size and location for each Residence and any other appropriate changes and amendments to Exhibit B attached to this Residential Declaration to reflect the Residential Reallocation Percentage;

(ii) The right to establish, vacate, relocate and use the Residential Easements as set forth in this Residential Declaration;

(iii) The right to include, in any instrument initially conveying a Residence, such additional reservations, exceptions and exclusions as it may deem consistent with and in the best interests of the Residence Owners and the Residential Association;

(iv) The right to have and use an easement over, under and across any and all of the Residential Property to the extent that same may be necessary or useful for the exercise of any Special Residential Declarant Rights or the performance of any obligations of Residential Declarant; and

(v) The right to authorize Master Declarant and its Designees to conduct within the Residential Property all operations necessary in Master Declarant's sole discretion to complete the construction and development of the Residential Condominium, including the entry by Master Declarant upon the Residential Common Elements and the operation thereon of such vehicles and equipment as may be necessary in the sole discretion of Master Declarant or its Designees for such purposes.

(b) Residential Development Rights. In accordance with, and only if permitted by the Act, Residential Declarant for itself and its assigns, successors and Designees, reserves the right at all times while Residential Declarant or any Affiliate of Declarant owns any Residence or any other real property interest in the Residential Condominium, to exercise the Residential Development Rights.

(c) Alteration of Residences. Residential Declarant reserves the right, by a Supplemental Residential Declaration, to supplement or modify any Residence by adding additional facilities or deleting facilities, to designate additional portions of the Residential Condominium as part of any Residence, or to combine Residences. Residential Declarant also reserves the right, without the vote or consent of the Residential Association or any other Residence Owner, to make alterations, additions or improvements in, to and upon any Residence owned by Residential Declarant or its Affiliates, whether structural or non-structural.

(d) Sale or Lease Rights. Residential Declarant reserves the right to maintain a model unit or sales office within any Residence in connection with the sale or leasing of

Residences, in such location as determined by Residential Declarant. No such model unit will be larger than 10,000 square feet, and Residential Declarant will have the right to relocate such model unit from time to time. Residential Declarant will have the right to authorize placement, upon the Residential Common Elements, of signs designating any such model unit and/or a sales or leasing and advertising the sale or leasing of the Residences. Such signs may be placed in such locations and will be of such size and character as Residential Declarant may determine. In the event Residential Declarant elects to lease any unsold Residences to third parties, Residential Declarant reserves the right, from time to time, at Residential Declarant's sole expense, to hire a rental management firm for the leasing and operation of such leased Residences. Residential Declarant will have the right to authorize Master Declarant and its Designees within the Residences and within the Residential Common Elements, all operations necessary in its sole discretion to complete the construction and development of the Residential Condominium and to market and sell the Residences. Irrespective of any restriction or regulation, during the construction of the Residential Improvements or in exercising the Residential Development Rights or any of the Special Residential Declarant Rights, Residential Declarant may enter upon the Residential Property and operate thereon such vehicles and equipment as may be necessary in the sole discretion of Residential Declarant or its Designees for such purposes.

(e) Rights During Warranty Period. For as long as Residential Declarant, its successors or assigns, any Designee, or any Approved Builder remain liable under any warranty, whether statutory, express or implied, for any act or omission of Residential Declarant, its successors or assigns, any Designee, or any Approved Builder in the development, construction, sale and marketing of any portion of the Residential Condominium, Residential Declarant, its successors and assigns, any Designee, and any Approved Builder has the right, in Residential Declarant's, or in its successor's, its assign's, any Designee's, or any Approved Builder's sole discretion and from time to time, to enter the Residential Common Elements and the Residences for the purpose of making necessary inspections, tests, repairs, improvements or replacements required for Residential Declarant, its successors or assigns, any Designee, or any Approved Builder to fulfill any of its warranty obligations, provided that no such entry into a Residence will unreasonably interfere with the use of such Residence by its Residence Owner. Failure of the Residential Association or any Residence Owner to provide such access may result in the appropriate warranty being nullified and of no further force or effect. Residential Declarant additionally reserves the right to maintain a construction office within any Residence owned by Residential Declarant or any Affiliates of Declarant or on the Residential Common Elements in connection with the construction of the Residential Condominium or any other property owned by Residential Declarant or an Affiliate of Declarant, in such location as determined by Residential Declarant. Residential Declarant will have the right to relocate such construction office from time to time. Nothing in this Section 3.5(e) will be deemed or construed as Residential Declarant making or offering any warranty, all of which are disclaimed.

(f) Limitations on Rights. Residential Declarant may not add or delete facilities from any Residence or combine Residences, unless Residential Declarant or an Affiliate of Declarant is the owner of such Residence or Residences or if the Residence Owner expressly consents to such deletion or combination. Subject to the foregoing, Residential Declarant is permitted to divide a Residence into separate Residences or combine one or more Residences into a single Residence in the sole discretion of Residential Declarant. No such additions to, deletions from, or changes of configuration or size of any such Residence, or combination of Residences will affect the interest in the Residential Common Elements, the share of Residential Common Expenses, or the voting rights appurtenant to the Residences. Any Residences which are combined will be treated for all such purposes as separate Residences. Residential Declarant may separate any Residences it has combined, at its sole expense, into separate and distinct Residences

as originally set forth in the Residential Map. In no event will any such alteration, improvement or change interfere with any structural support of any Residence or the Residential Common Elements or the provision of utility service to any Residence or the Residential Common Elements. All work done in accordance with the provisions of this Section 3.5 must be done in compliance with the Residential Governing Documents and all applicable Legal Requirements. Nothing in this Residential Declaration, however, will obligate Residential Declarant to add to the Residential Condominium or otherwise take any of the actions to which Residential Declarant is entitled pursuant to this Section 3.5.

(g) Master Declarant Rights. In accordance with, and only if permitted by the Act, and at all times while Residential Declarant or any Affiliate of Declarant owns any Residence, Residential Declarant reserves the right to exercise each of (i) the Residential Development Rights and (ii) the Special Residential Declarant Rights. In addition, Residential Declarant on behalf of Master Declarant reserves the right to (A) exercise the Development Rights and Special Declarant Rights as permitted in Section 3.7 of the Master Declaration, (B) make and record corrections to the Residential Map to conform the same to the actual location of the Residential Improvements, the actual size and location of the Residences and/or the proper designation of the elements of the Residential Improvements as Residences, Residential General Common Elements or Residential Limited Common Elements, (C) include, in any instrument initially conveying a Residence, such additional reservations, exceptions and exclusions as it may deem consistent with and in the best interests of Master Declarant, Residential Declarant, the Owners of a Unit designated by the Master Declaration, and the Master Association, or (D) have and use an easement over, under and across any and all of the Residential Common Elements to the extent that same may be necessary or useful in constructing, repairing or completing the Residences or the Residential Common Elements, or as may be reasonably necessary for the exercise of any Special Declarant Rights or Special Residential Declarant Rights, or the performance of any obligations of Residential Declarant or Master Declarant.

In addition to all other rights granted or reserved to Residential Declarant in the Residential Governing Documents, in order that the development of the Residential Condominium may be undertaken and established as a fully operating development, Residential Declarant has the following rights, and the Residence Owners and the Residential Association will refrain from interfering with Residential Declarant's activities in such regard: (i) Residential Declarant and its Designees have the right to conduct any activity or operations on or in connection with the Residential Condominium that Residential Declarant determines to be necessary or advisable in connection with the completion of the development of the Residential Condominium, including the right to alter its construction plans and designs as Residential Declarant deems advisable in the course of development or enlargement of any Residential Improvements; (ii) Residential Declarant, its Designees, and the Approved Builder have the right to erect, construct and maintain on any of the Residential Property owned by Residential Declarant or any Affiliates of Declarant, such Residential Structures as may be reasonably necessary for the conduct of its or their business of completing said development and establishing the Residential Condominium as a community and disposing of the same by sale, lease or otherwise; (iii) Residential Declarant and its Designees have the right to conduct on the Residential Property its business of developing, subdividing, grading and constructing Residential Improvements in the Residential Condominium and of disposing of the Residences thereon by sale, lease or otherwise; (iv) Residential Declarant has the right to determine in its sole discretion the nature of and the types of Residential Improvements to be constructed as part of the Residential Condominium; (v) Residential Declarant (without the joinder of any Person) has the right to file any amendments or any Supplemental Residential Declarations to this Residential Declaration; (vi) Residential Declarant and its Designees have the right to modify, change, re-configure, remove and otherwise alter any Residential Improvements located on the Residential Common Elements, except as prohibited or limited elsewhere by the Residential Governing Documents; and (vii) Residential Declarant

and its Designees have the right to enter upon the Residential Property and operate thereon such vehicles and equipment as will be necessary in the sole discretion of Residential Declarant or its Designees for such purposes. In general, Residential Declarant is exempt from all restrictions set forth in this Residential Declaration to the extent such restrictions interfere in any manner with Residential Declarant's plans for construction, development, use, sale, lease or other disposition of all or any portion of the Residential Property.

Residential Development Rights may be exercised as to different portions of the Residential Property at different times. Residential Declarant provides no assurance whether any Residential Development Right will be exercised, the portions of the Residential Property as to which Residential Development Rights may be exercised or as to the order of exercise of any Residential Development Rights. The exercise of any Residential Development Right in any portion of the Residential Property does not obligate Residential Declarant to exercise that Residential Development Right in any other portion of the Residential Property.

Section 3.6 Easements. Each Residence Owner, by virtue of this Residential Declaration, accepts a deed conveying title to such Residence Owner's Residence subject to the Residential Easements reserved and granted in this Section 3.6, which will be covenants running with the Real Property, except where otherwise indicated, and will be for the benefit and in favor of, as applicable, the Residence Owners, Residential Declarant, the Residential Association and their guests, licensees and invitees for all proper purposes.

(a) Residential Access Easement. Residential Declarant hereby grants and reserves a perpetual, assignable and non-exclusive Residential Access Easement over, on and across each Residence as may reasonably be necessary for its own benefit and for the benefit of each Residence Owner, the Residential Association and its agents, employees and representatives, including Residential Manager and Residential Manager's agents and employees as the case may be, as may reasonably be necessary for: (i) the access of a Residence by its Residence Owner, provided no other reasonable means of access exists; (ii) the exercise by Residential Declarant of the Special Residential Declarant Rights or the performance of any obligations of Residential Declarant under the Residential Governing Documents; (iii) the maintenance, repair or replacement of any of the Residential Common Elements therein, including any Residential Systems not located exclusively within a Residence or accessible therefrom; (iv) the making of emergency repairs therein necessary to prevent damage to the Residential Common Elements or to any Residence; (v) the evacuation of all or any part of the Residential Property in the event of an emergency; (vi) the police department, fire department, emergency medical services or similar persons in response to an emergency situation and (vii) such other reasonable purposes as are deemed by the Residential Association to be necessary for the performance of the obligations of the Residential Association as described in the Residential Governing Documents. Each Residence Owner must provide the Residential Association with a key to such Residence Owner's Residence which may be used in such Residence Owner's absence for Residential Access Easement purposes.

The Residential Association, its agents, employees and representatives, may enter a Residence to the extent reasonably necessary in case of an emergency originating in or threatening the Residence or any other Residence whether the Residence Owner or Residential Tenant of such Residence is present at the time. The Person making such entry will take reasonable precautions to protect such premises and any property contained therein from damage and theft. This right of entry may be exercised by all police officers, firefighters and other emergency personnel in the performance of their respective duties. Also, the Residential Association, its agents, employees and representatives may enter a Residence to perform

installations, alterations or repairs to the mechanical, electrical or utility services which, if not performed, would affect the use of other Residences or the Residential Common Elements; provided that, if possible, requests for any entry will be made in advance and at a time convenient to the Residence Owner and further subject to the foregoing limitations. In case of an emergency, the right of entry is immediate and if a Residence Owner refuses to provide entry, such Residence Owner is liable for the cost of repairs to the Residence or Residential Common Elements caused by the chosen method of access under such circumstances.

(b) Residential Common Elements Easement. Residential Declarant hereby grants and reserves a perpetual, assignable and non-exclusive Residential Common Elements Easement over, on and across the Residential Common Elements for its own benefit and for the benefit of each Residence Owner and the Residential Association for ingress and egress from each Residence, together with the non-exclusive right to use and enjoy the Residential General Common Elements, and the exclusive right to use and enjoy the Residential Limited Common Elements appurtenant to such Residence Owner's Residence (subject to the rights of other Residence Owners to use and enjoy such Residential Limited Common Elements if appurtenant to more than one Residence). A Residence Owner who does not occupy a Residence is deemed to delegate this right of enjoyment to the Residential Tenants of such Residence Owner's Residence, and is not entitled to use the Residential General Common Elements.

(c) Residential Systems Easement. Residential Declarant hereby grants and reserves a Residential Systems Easement over, on and across the Residential Property for its own benefit and for the benefit of each Residence Owner and the Residential Association for the use of and the connection to any portion of the Residential Systems.

(d) Residential Support Easement. Residential Declarant hereby grants and reserves a perpetual, assignable and non-exclusive Residential Support Easement over, on and across the Residential Structures for its own benefit and the benefit of Residential Unit I Owner, each Residence Owner, the Master Association and the Residential Association, for support of all portions of the Residential Improvements. The Residential Structures will be maintained by the Residential Association in accordance with the Residential Maintenance Standard and Section 5.1 of this Residential Declaration.

(e) Residential Utility Easement. Residential Declarant hereby grants and reserves a perpetual, assignable and non-exclusive Residential Utility Easement over, on and across the Residential Common Elements for its own benefit, the benefit of the Residential Association and the benefit of utility companies supplying utility service to the Residential Condominium for supplying utility service to any part of the Residential Condominium. Residential Declarant hereby reserves for Residential Declarant, prior to the termination of the Residential Declarant Control Period, and grants to the Residential Association, after the termination of the Residential Declarant Control Period, the right to grant easements for purpose of utilities over any and all of the Residential Common Elements. Residential Declarant may record an easement agreement or easement relocation agreement in the condominium records, specifically locating or relocating any Residential Utility Easement subsequent to the recordation of this Residential Declaration, and each Residence Owner, by acceptance of the deed to a Residence, hereby grants Residential Declarant an irrevocable power of attorney, coupled with an interest, with full power and authority to locate or relocate any Residential Utility Easement.

(f) Easement to Inspect and Right to Correct. For a period of ten years after the expiration of the Residential Declarant Control Period, Residential Declarant reserves for itself and for Residential Declarant's architect, engineer, other design professionals, builder, and

general contractor the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any Residential Systems, Systems, Structure, Residential Improvement, Improvement, or condition that may exist on any portion of the Residential Condominium, including the Residences, and a perpetual nonexclusive easement of access throughout the Residential Condominium to the extent reasonably necessary to exercise this right. The party exercising the easement reserved hereunder will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of a utility panel may be warranted by a change of circumstance, imprecise siting, or desire to comply more fully with applicable law. This Section 3.6(f) may not be construed to create a duty for Residential Declarant, or for Residential Declarant's architect, engineer, other design professionals, builder, and general contractor, and may not be amended without Residential Declarant's written and acknowledged consent. In support of this reservation, each Residence Owner, by accepting an interest in or title to a Residence, hereby grants to Residential Declarant, and Residential Declarant's architect, engineer, other design professionals, builder, and general contractor an easement of access and entry over, across, under, and through the Residential Condominium, including all Residential Common Elements and each Residence for the purposes contained in this Section 3.6(f).

(g) Miscellaneous. None of the Residential Easements granted or reserved in this Section 3.6 will be used in a manner that materially adversely affects the structural integrity of the Residential Improvements. Except as otherwise provided by this Section 3.6, notwithstanding the assignability of the Residential Easements, no Residential Easement may be assigned by a Residence Owner to any Person that is not a Residential Tenant of the Residence that is benefited by the respective Residential Easement nor will any Residence Owner that is benefited by a Residential Easement grant a sub-easement or a license to any area covered by any Residential Easement. Use and availability of any facilities or areas covered by the Residential Easements are subject to the Master Regulations set forth by the Master Association.

Section 3.7 Restriction on Resale of Residences. A Residence Owner may not offer such Residence Owner's Residence for sale or advertise or otherwise market or attempt to market such Residence Owner's Residence for sale in any way during the Sales Restriction Period, unless Residential Declarant expressly waives the Sales Restriction Period in writing. Each Residence Owner agrees that the breach of this provision during the Sales Restriction Period will entitle the Residential Association to exercise the remedy of specific performance or damages or both against the Residence Owner. This restriction will not apply to any foreclosure or exercise of the power of sale by the holder of any Residential Lien Indebtedness. Residential Declarant is exempt from all restrictions in this Section 3.7.

Section 3.8 Encroachments. If, as a result of the original construction, reconstruction, repair, shifting, settlement or other circumstance, any portion of the Residential Common Elements encroaches upon a Residence, a perpetual easement over, on and across such Residence for such encroachment and for the maintenance of the same is hereby granted and conveyed to the Residential Association by each Residence Owner at the time each Residence is conveyed to the Residence Owner. If as a result of the original construction, reconstruction, repair, shifting, settlement or other circumstance any portion of a Residence encroaches upon the Residential Common Elements, or upon any adjoining Residence, an irrevocable and perpetual easement for such encroachment and for the maintenance of the same over, on and across such Residence, or such portion of the Residential Common Elements, as applicable, is hereby granted to the Residence Owner of such Residence. Such encroachments and easements will not be considered or determined to be encumbrances either upon a Residence or upon the Residential Common Elements. The easements granted herein are not intended to permit the continuance of any Residential Improvements installed by a Residence Owner not otherwise approved in advance by the Architectural Reviewer.

Section 3.9 Variance. The use of the Residential Condominium is subject to the restrictions contained in the Residential Governing Documents. Residential Declarant may grant a variance or waiver of a restriction or rule during the Residential Declarant Control Period. Residential Declarant, during the Residential Declarant Control Period, may grant a variance or waiver of a restriction or rule on a case-by-case basis when unique circumstances dictate, and may limit or condition its grant. To be effective, a variance must be in writing and executed by Residential Declarant and the Master Association. The grant of a variance shall not constitute a waiver or estoppel of the right to deny a variance in other circumstances.

ARTICLE IV

Matters Regarding the Residential Association

Section 4.1 General. The Residential Association has been incorporated as a nonprofit corporation under the Texas Business Organizations Code. In addition to the powers conferred on the Residential Association under the Residential Governing Documents, the Residential Association may take all actions authorized by Section 82.102 of the Act. Any and all actions taken by the Residential Association pursuant to the Residential Governing Documents are binding on all Residence Owners. This Residential Declaration is not intended to place any limitations or restrictions on the power of the Residential Association or the Residential Board of Directors, except as set forth in this Residential Declaration or the Residential Governing Documents.

Section 4.2 Allocation of Votes in the Residential Association. Each Residence Owner will automatically be a member of the Residential Association. Each member will be entitled to cast a number of votes equal to such Residence Owner's Residential Allocated Interest with respect to any matter on which members of the Residential Association are entitled to vote. Any matter described in this Residential Declaration as requiring approval by a stated percentage or a majority of the Residence Owners will be calculated on the basis of the percentage of votes cast in person or by proxy at a duly called meeting for such purpose. A Residence Owner may assign its voting rights as a member of the Residential Association to any other Residence Owner by use of a proxy in accordance with the Act.

Section 4.3 Suspended Voting Rights. All voting rights of a Residence Owner may be suspended during any period that such Residence Owner is delinquent in the payment of any Residential Assessment duly established pursuant to this Residential Declaration or is otherwise in default under the terms of the Residential Governing Documents. Following a Residence Owner's cure of any such delinquency or default in full, its voting rights will be completely reinstated within 24 hours after such cure is effected.

Section 4.4 Right of Action by Owners, Limitation of Liability of Officers and Directors of Residential Association. Residence Owners, acting collectively or individually, will have the right to maintain actions against the Residential Association for its willful failure to perform its duties and responsibilities hereunder; provided, however, except as otherwise provided by the Residential Governing Documents, no other action may be brought against the Residential Association or its Affiliates, parents, subsidiaries, officers, Directors, agents (including Residential Manager), employees, predecessors, successors, contractors, consultants, managers, insurers, sureties and assigns by the Residence Owners. Subject to the Residential Association's obligations under this Residential Declaration, and except as otherwise provided by the Residential Governing Documents, each Residence Owner hereby releases, acquits and forever discharges the Residential Association, and its Affiliates, parents, members, subsidiaries, officers, Directors, agents (including Residential Manager), employees, predecessors, successors, contractors, consultants, managers, insurers, sureties and assigns and agrees to hold such Persons harmless of and from any and all claims, damages, liabilities, costs and/or expenses (including

reasonable attorneys' fees) relating to the construction of, repair or restoration of the Residences or the Residential Common Elements, or the sale to the Residence Owners of the Residences or the Residential Common Elements. This release will release and forever discharge the Residential Association and its Affiliates, parents, members, subsidiaries, officers, Directors, agents (including Residential Manager), employees, predecessors, successors, contractors, consultants, managers, insurers, sureties and assigns from all claims and causes of action, whether statutory or under the common law, known or unknown, now accrued, or that arise in the future. Notwithstanding the provisions of Section 13.2 of this Residential Declaration, this Section 4.4 may not be amended or revised without the approval of 100% of the Residence Owners with the written consent of not less than 100% of the Residential Mortgagees, except for any changes required to due to changes in the Legal Requirements.

Section 4.5 Limitation of Liability of Officers, Directors, Employees and Agents of the Residential Association. No officer, Director, employee or agent of the Residential Association (including Residential Manager) will be liable to any Residence Owner of any Residence or any Residential Tenant, for any claims, actions, demands, costs, expenses (including attorneys' fees), damages or liability, of any kind or nature, except as otherwise expressly set forth in the Residential Governing Documents, and such officers, Directors, employees and agents will be indemnified in accordance with the provisions of the Residential Governing Documents.

ARTICLE V

Maintenance, Alterations, Taxes and Utilities

Section 5.1 Maintenance.

(a) **Maintenance of Residences.** All maintenance, repairs and replacements of, in or to any Residence, ordinary or extraordinary, foreseen or unforeseen, including maintenance, repair and replacement of the Residential Improvements located within a Residence and any Residential Systems that exclusively serve such Residence, will be performed by the Residence Owner in accordance with the Residential Regulations and Residential Maintenance Standard, with the cost thereof charged against such Residence Owner, except as otherwise expressly provided in the Residential Governing Documents. In addition, all instances of water damage within a Residence must be reported to the Residential Association in writing immediately. Each Residence Owner will be responsible for the routine cleaning of any yard space, patio, terrace, and/or balcony within such Residence Owner's Residence, keeping the same in a neat, clean, odorless, orderly, and attractive condition.

(b) **Maintenance of Residential Common Elements.** All Residential Common Elements will be maintained by the Residential Association (unless provided otherwise in the Residential Governing Documents) in accordance with the Residential Maintenance Standard, the cost and expense of which will constitute a Residential Common Expense and be allocated and payable by the Residence Owners in accordance with Section 7.1(a) of this Residential Declaration. The Residential Association will establish and maintain an adequate reserve fund for such purposes, to be funded by Monthly Residential Assessments rather than by Special Residential Assessments; provided, however, that the Residential Association may require Special Residential Assessments for such purposes in accordance with Section 7.1(c) of this Residential Declaration. Additionally, after the expiration of the Residential Declarant Control Period, the Residential Association will engage a third-party to produce a reserve study once every three years to confirm the sufficiency of the funding of the reserve fund, the cost of which will be a Residential Common Expense. Nothing in this Residential Declaration will be deemed or construed as relieving any Residence Owner from liability or responsibility for damage to the

Residential Common Elements caused by the negligence or misconduct of a Residence Owner or its occupants or invitees.

(c) Limitation of Liability. Neither the Master Association, the Residential Association, Manager, Residential Manager, Master Declarant, Residential Declarant, nor any Owner of a Unit designated in the Master Declaration, will be liable (i) for injury or damage to any person or property caused by the elements or by the Residence Owner or occupant of any Residence or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Residential Common Elements or the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Residential Association or Master Association is responsible to maintain under this Residential Declaration or the Master Declaration, respectively; (ii) to any Residence Owner or occupants of any Residence for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Residential Common Elements or in or upon any of the Common Elements of the Master Condominium or (iii) to any Residence Owner or occupant for any damage or injury caused in whole or in part by the failure of the Residential Association or Master Association to discharge its respective responsibilities under the Residential Governing Documents where such damage or injury is not a foreseeable, natural result of the Residential Association's or Master Association's failure to discharge its respective responsibilities.

Section 5.2 Inspection Obligations.

(a) Contract for Services. The Residential Association will, at all times, contract with (subject to the limitations otherwise set forth in this Residential Declaration) or otherwise retain the services of independent, qualified, licensed individuals or entities to provide the Residential Association with inspection services relative to the maintenance, repair and physical condition of the Residential Condominium.

(b) Inspection Responsibilities. Residential Declarant will provide the Residential Association with maintenance criteria, maintenance manuals, and warranty requirements for the Residential Condominium (collectively the "Maintenance Manual"). The inspectors will inspect component parts of the Residential Improvements in accordance with the Maintenance Manual. The Residential Association will update the Maintenance Manual on a regular basis. The Residential Association will be responsible for meeting all requirements under such Maintenance Manual.

(c) Schedule of Inspections. Such inspections will take place as recommended in the Maintenance Manual. The inspectors will provide written reports of their inspections to the Residential Association promptly following completion thereof. The written reports will identify any items of maintenance or repair that either require current action by the Residential Association or will need further review and analysis. The Residential Board of Directors will report the contents of such written reports to the members of the Residential Association at the next meeting of the members following receipt of such written reports or as soon thereafter as reasonably practicable and will include such written reports in the minutes of the Residential Association. Subject to the provisions of this Residential Declaration, the Residential Board of Directors will promptly cause all matters identified as requiring attention to be maintained, repaired, or otherwise pursued in accordance with prudent business practices and the recommendations of the inspectors.

(d) Notice to Residential Declarant. After the expiration of the Residential Declarant Control Period, the Residential Association will deliver to Residential Declarant 30 days advance

written notice of all such inspections (and an opportunity to be present during such inspection, personally or through an agent) and will provide Residential Declarant (or its designee) with a copy of all written reports prepared by the inspectors.

(e) Limitation. The provisions of this Section 5.2 will not apply during the Residential Declarant Control Period unless otherwise directed by Residential Declarant.

Section 5.3 Failure of Residence Owner to Maintain. If any Residence Owner fails or neglects to maintain, repair, or clean such Residence Owner's Residence or Residential Limited Common Element appurtenant to such Residence Owner's Residence as required by the Residential Governing Documents and such failure or neglect continues for five days after such Residence Owner's receipt of written notice of such neglect or failure from the Residential Association, then the Residential Association acting on its own behalf may, but will not be obligated to enter the Residence or Residential Limited Common Element and take appropriate steps to perform or cause to be performed, the maintenance, repair, cleaning and replacement in the manner as required by the Residential Governing Documents. The defaulting Residence Owner will, upon demand, reimburse the Residential Association for all costs and expenses incurred in the exercise of its rights in this Residential Declaration. Any Residential Charges for such costs and expenses not paid within ten days from the defaulting Residence Owner's receipt of demand from the Residential Association will bear interest at the Past Due Rate. EACH RESIDENCE OWNER (TO THE EXTENT ARISING THROUGH SUCH RESIDENCE OWNER) WILL INDEMNIFY AND HOLD HARMLESS EACH OF THE OTHER RESIDENCE OWNERS, RESIDENTIAL DECLARANT, THE RESIDENTIAL ASSOCIATION, AND RESIDENTIAL MANAGER FROM AND AGAINST ALL LIABILITIES AND OBLIGATIONS ARISING FROM ANY SUCH RESIDENCE OWNER'S FAILURE TO MAINTAIN, REPAIR OR CLEAN ITS RESIDENCE AS REQUIRED BY SECTION 5.1(a) OF THIS RESIDENTIAL DECLARATION OR ANY LIMITED COMMON ELEMENT APPURTENANT THERETO REQUIRED TO BE MAINTAINED BY SUCH RESIDENCE OWNER PURSUANT TO THE RESIDENTIAL GOVERNING DOCUMENTS. SUBJECT TO RESIDENTIAL DECLARANT'S AND THE RESIDENTIAL ASSOCIATION'S OBLIGATIONS UNDER THIS RESIDENTIAL DECLARATION, AND EXCEPT AS OTHERWISE PROVIDED BY THE RESIDENTIAL GOVERNING DOCUMENTS, EACH RESIDENCE OWNER HEREBY RELEASES, ACQUITS AND FOREVER DISCHARGES RESIDENTIAL DECLARANT, THE RESIDENTIAL ASSOCIATION, AND THEIR AFFILIATES, PARENTS, MEMBERS, SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS (INCLUDING RESIDENTIAL MANAGER), EMPLOYEES, PREDECESSORS, SUCCESSORS, CONTRACTORS, CONSULTANTS, INSURERS, SURETIES AND ASSIGNS AND AGREES TO HOLD SUCH PERSONS HARMLESS OF AND FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND/OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) RELATING TO THE CONSTRUCTION OF, REPAIR OR RESTORATION OF, OR THE SALE TO THE RESIDENCE OWNERS OF THE RESIDENCES OR THE RESIDENTIAL COMMON ELEMENTS. THIS RELEASE WILL RELEASE AND FOREVER DISCHARGE RESIDENTIAL DECLARANT, THE RESIDENTIAL ASSOCIATION AND THEIR AFFILIATES, PARENTS, MEMBERS, SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS (INCLUDING RESIDENTIAL MANAGER), EMPLOYEES, PREDECESSORS, SUCCESSORS, CONTRACTORS, CONSULTANTS, INSURERS, SURETIES AND ASSIGNS FROM ALL CLAIMS AND CAUSES OF ACTION, WHETHER STATUTORY OR UNDER THE COMMON LAW, KNOWN OR UNKNOWN, NOW ACCRUED, OR THAT ARISE IN THE FUTURE.

Section 5.4 Approval Required by the Architectural Reviewer. PURSUANT TO THE RESIDENTIAL GOVERNING DOCUMENTS, ALL IMPROVEMENTS ON A RESIDENCE MUST BE APPROVED IN ADVANCE AND IN WRITING BY THE ARCHITECTURAL REVIEWER. NO

IMPROVEMENTS SHALL BE CONSTRUCTED ON ANY RESIDENCE UNTIL APPROVAL IS OBTAINED IN ACCORDANCE WITH THE MASTER DECLARATION.

Section 5.5 Mechanic's Liens; Indemnification. No labor or services performed or materials furnished and incorporated in a Residence will be the basis for the filing of a lien against the Residence of any other Residence Owner not expressly consenting to or requesting the same or against the Residential Common Elements. **EACH RESIDENCE OWNER WILL INDEMNIFY AND HOLD HARMLESS EACH OF MEMBERS OF THE BOARD OF DIRECTORS, MASTER ASSOCIATION, RESIDENTIAL BOARD OF DIRECTORS, RESIDENTIAL ASSOCIATION, OWNERS, OTHER RESIDENCE OWNERS, TENANTS, RESIDENTIAL TENANTS, MANAGERS, RESIDENTIAL MANAGERS, MASTER DECLARANT, RESIDENTIAL DECLARANT, OR MANAGERS OF THE RETAIL UNIT, THE HOTEL UNIT, OR THE RESIDENTIAL UNIT I AND EACH OF THEIR RESPECTIVE SUCCESSORS, ASSIGNEES OR DESIGNEES, FROM AND AGAINST ALL LIABILITIES AND OBLIGATIONS ARISING FROM THE CLAIM OF ANY MECHANIC'S LIEN AGAINST THE UNIT OR RESIDENCE OF SUCH OTHER OWNERS OR RESIDENCE OWNERS OR THE COMMON ELEMENTS OR RESIDENTIAL COMMON ELEMENTS.** All contracts for labor, services and/or materials with respect to any of the Residences will be in compliance with the provisions hereof.

Section 5.6 Taxes.

(a) Payment of Residential Governmental Impositions. Each Residence Owner will be responsible for and will pay when due all Residential Governmental Impositions lawfully levied or assessed against such Residence Owner's Residence, except to the extent such Governmental Impositions are being actively and diligently contested in good faith by appropriate legal proceedings. Any Residential Governmental Impositions lawfully levied or assessed with respect to the Residential Property not separately billed to the Residence Owners will constitute a Residential Common Expense and be payable by the Residential Association when due.

(b) Notice to Taxing Authorities. Residential Declarant will give written notice to the appropriate taxing authorities of the creation of the Residential Condominium established pursuant to this Residential Declaration. Each Residence Owner has an undivided interest in the Land under and pursuant to the Master Declaration and this Residential Declaration and such interest is set forth in Exhibit C attached to this Residential Declaration. Each Residence Owner must promptly request and diligently pursue from the applicable taxing authority separate tax parcel status and a separate tax identification number for such Residence Owner's Residence.

(c) Residences Not Separately Assessed. If any Residential Governmental Impositions with respect to the Residential Property are not separately billed to the Residence Owners, each Residence Owner will pay its respective allocated portion of Residential Governmental Impositions (which such allocations will be determined in the manner set forth in this Residential Declaration) when requested by the Residential Association (but in no event prior to 20 days or later than ten days before the date of delinquency, without any additional notice or grace period) to permit the Residential Association to make full payment of Residential Governmental Impositions prior to the date on which such Residential Governmental Impositions would become delinquent; provided that the Residential Association may not require any Residence Owner to make any payment to the Residential Association for Residential Governmental Impositions to the extent such amounts have already been deposited by such Residence Owner in accordance with any escrow arrangement.

(d) Failure to Pay Residential Governmental Impositions. The Residential Association or any Residential Mortgagee may pay the portion of Residential Governmental Impositions that any Residence Owner has failed to pay when due, and the Residential Association or such Residential Mortgagee will have a lien against such Residence that may be enforced by any means available at law or in equity, including non-judicial foreclosure sale of such Residence in accordance with Texas Property Code Section 51.002 (as now written or hereafter amended); provided, however, no such lien for delinquent Residential Governmental Impositions will be valid until a notice of such lien is duly recorded in the Real Property Records of the County, notwithstanding any applicable statute, law (including case law), equitable doctrine ordinance or regulation that permits any such lien to attach absent such recordation in the Real Property Records. Each Residence Owner, by its acquisition of such Residence, grants a power of sale in connection with such lien in favor of the Residential Association or any Residential Mortgagee that makes payment of Residential Governmental Impositions on behalf of a defaulting Residence Owner. Any lien pursuant to this Section 5.6(d) will have the same priority as a lien by the Residential Association for Residential Assessments; provided that any such lien for delinquent Residential Governmental Impositions will be subordinate to the lien of any Residential Lien Indebtedness encumbering the defaulting Residence Owner's Residence, which Residential Lien Indebtedness was recorded prior to the date such lien for Residential Governmental Impositions was duly recorded (notwithstanding any applicable statute, law (including case law), equitable doctrine ordinance or regulation that permits any such lien to attach absent such recordation in the Real Property Records).

(e) Termination of Section 5.6. This Section 5.6 will terminate and be of no further force or effect whatsoever, upon the later of the date upon which (i) each Residence within the Residential Condominium will be separately assessed and billed as a separate tax parcel by the tax assessor and (ii) all the Residential Governmental Impositions due and owing prior to all Residences being separately assessed and billed as a separate tax parcel by the tax assessor have been paid in full to the appropriate taxing authority.

Section 5.7 Utilities. Each Residence Owner will be responsible for and will pay all charges for gas, water, electricity, and other utilities relating to such services used or consumed at or with respect to the occupancy of its Residence; to the extent such charges are separately metered by the respective utility companies. Any utility charges not so separately metered will constitute an Additional Residential Assessment and be payable to the Residential Association in accordance with Section 7.2 of this Residential Declaration and relating to such services used or consumed at or with respect to the occupancy of each Residence will be divided among the Residence Owners in proportion to their Residential Allocated Interests. Any utility charges not so separately metered and charges relating to such services used in connection with the use and maintenance of the Residential Common Elements will constitute a Residential Common Expense and be payable by the Residential Association.

ARTICLE VI

Insurance

Section 6.1 Insurance. All insurance coverage required to be obtained pursuant to this Article VI, Article VI of the Master Declaration or purchased at the election of a Residence Owner or the Residential Association must:

(a) be in such form, approved by the Residential Association and must be issued by responsible insurance companies licensed to do business in the State of Texas ("admitted" or

"eligible insurer") and must be rated by Best's Insurance Guide (or any successor publication of comparable standing) as "A-VIII" or better;

(b) not be subject to rights of contribution with insurance purchased by other Residence Owners or the Residential Association;

(c) waive any right to claim (i) by way of subrogation against Residential Declarant, Master Declarant, Tenants, the Master Association, the Board of Directors, any Manager, the Owners of a Unit designated by the Master Declaration, the Residence Owners, and their respective agents and employees; and (ii) invalidity arising from the acts of the insured; and

(d) provide that insurance trust agreements will be recognized.

Section 6.2 Insurance by the Residential Association.

(a) Commencing upon the first conveyance of any Residence to a Residence Owner other than Residential Declarant, the Residential Association will obtain and maintain as a Residential Common Expense, all insurance coverage required by the Act and to the extent such insurance is not maintained by the Master Association. In addition, each insurance policy maintained by the Residential Association will provide that: (i) each Residence Owner is named as an insured under such policies with respect to liability arising out of the Residence Owner's ownership of an undivided interest in the Residential Common Elements or membership in the Residential Association; (ii) no action or omission by any Residence Owner, unless validly exercised on behalf of the Residential Association, will void the policy or be a condition to recovery under the policy; and (iii) such policy is primary insurance if at the time of a loss under the policy any Residence Owner has other insurance covering the same property covered by the policy.

(b) The Residential Association will carry such other or additional insurance in such amounts and against such risks as the Residential Association may reasonably deem necessary or appropriate with respect to the Residential Common Elements or the operation of the Residential Association, including liability insurance for all officers, Directors, trustees and employees of the Residential Association. The premiums for all insurance coverage maintained by the Residential Association pursuant to this Section 6.2 will constitute a Residential Common Expense and be payable by the Residential Association.

(c) In accordance with Section 82.111 of the Act:

(i) If the cost to repair damage to a Residence or Residential Common Element covered by the Residential Association's insurance is less than the amount of the applicable insurance deductible, the party who would be responsible for the repair in the absence of insurance will pay the cost for the repair of the Residence or Residential Common Element.

(ii) If the Residential Association's insurance provides coverage for the loss and the cost to repair the damage to a Residence or Residential Common Element is more than the amount of the applicable insurance deductible, the Residential Association's deductible and costs incurred before Residential Insurance Proceeds are available should be paid by the Residence Owner of the Residence from which the cause of the damage emanated, as determined by the Residential Association, and if the cause of such damage

emanated from a Residential Common Element, such costs will be a Residential Common Expense.

(iii) If damage to a Residence or the Residential Common Elements is due wholly or partly to an act or omission of any Residence Owner or a guest or invitee of such Residence Owner, the Residential Association may assess the deductible expense and any other expense in excess of Residential Insurance Proceeds against the Residence Owner and the Residence Owner's Residence.

Section 6.3 Insurance by Residence Owners. In no event will the Residential Association maintain property insurance on the Residences. Accordingly, each Residence Owner will be obligated to maintain property insurance on such Residence Owner's Residence and any Residential Limited Common Elements assigned exclusively to such Residence Owner's Residence, including any betterments and Residential Improvements constructed within or exclusively serving such Residence, in an amount sufficient to cover 100% of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. In addition, the Residential Association does not insure a Residence Owner's personal property. Nothing in this Residential Declaration will be deemed or construed as prohibiting a Residence Owner, at its sole cost and expense, from obtaining and maintaining such further and supplementary insurance coverage as such Residence Owner may deem necessary or appropriate.

Section 6.4 Other.

(a) Unavailability of Coverage. The Residential Association will not be liable for failure to obtain any insurance coverage required by this Residential Declaration or for any loss or damage resulting from such failure, if such failure is because such insurance coverage is not reasonably available.

(b) Prohibited Insurance Policies. Neither the Residential Association nor any Residence Owner may obtain any policy of insurance where: (i) under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against the Residence Owner or a Residential Mortgagee or become a lien against the Residential Condominium; (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the Residential Association, Residence Owners or Residential Mortgagees from collecting Residential Insurance Proceeds.

Section 6.5 Residential Insurance Trustee. By acceptance of a deed to a Residence, each Residence Owner will be deemed to have irrevocably appointed the Residential Association as the Residential Insurance Trustee. All property insurance policies required to be obtained by the Residential Association as described in this Article VI will be issued in the name of the Residential Association as Residential Insurance Trustee for the Residential Condominium. Loss payable provisions will be in favor of the Residential Insurance Trustee as a trustee for the Residential Association, each Residence Owner and each Residential Mortgagee. The Residential Insurance Trustee will not be liable for the payment of premiums, nor the renewal or sufficiency of policies, except those policies required to be purchased and maintained by the Residential Association pursuant to this Article VI. The duty of the Residential Insurance Trustee will be to: (i) purchase and maintain the insurance required to be obtained by the Residential Association in this Article VI; (ii) submit and adjust any claim for loss; (iii) negotiate losses, execute releases of liability and other documents, and perform all other acts necessary to accomplish such purposes; and (iv) receive, hold or otherwise properly dispose of any proceeds of insurance in trust for the Residence Owners, the Residential Mortgagees, as their interests may appear.

Section 6.6 Waiver of Subrogation. Without in any way limiting the other provisions of this Article VI, (a) each Residence Owner (other than Residential Declarant) and the Residential Association as between each other and (b) each Residence Owner (other than Residential Declarant) as between each other on account of any loss or damage to any improvements or betterments to a Residence made by such Residence Owner or any personal property contained in the Residence (the "Waiving Party") hereby waives any rights it may have against each other (the "Released Party") (including, but not limited to, a direct action for damages) on account of any loss or damage occasioned, to their respective property, and the contents of each arising from any risk (without regard to the amount of coverage or the amount of deductible) covered by the all-risk full replacement cost property insurance required to be carried by the Residential Association as specified above. The Residential Association and each Residence Owner immediately will give to each insurance company which has issued policies of insurance to such Residence Owner, written notice of the terms of this mutual waiver, and cause such policies to be endorsed, if necessary, to prevent the invalidation of such coverage by reason hereof. If a Waiving Party is carrying an all risk full replacement cost insurance policy in the promulgated form used in the State of Texas and an amendment to such promulgated form is passed, such amendment will be deemed not a part of such promulgated form until it applies to the policy being carried by the Waiving Party. SAID WAIVER WILL APPLY EVEN IF SUCH LOSS OR DAMAGE IS CAUSED BY THE FAULT, NEGLIGENCE OR OTHER TORTIOUS CONDUCT, ACTS OR OMISSIONS OF THE RELEASED PARTY OR THE RELEASED PARTY'S DIRECTORS, EMPLOYEES, AGENTS OR INVITEES OR IF THE RELEASED PARTY OR THE RELEASED PARTY'S DIRECTORS, EMPLOYEES, AGENTS OR INVITEES WOULD OTHERWISE BE LIABLE UNDER STRICT LIABILITY.

ARTICLE VII

Residential Assessments

Section 7.1 Monthly and Special Residential Assessments by the Residential Association. The Residential Association possesses the right, power, authority and obligation to establish a regular Monthly Residential Assessment and Special Residential Assessments as set forth below.

(a) Residential Common Expenses. The Residential Association possesses the right, power, authority and obligation to establish a regular Monthly Residential Assessment sufficient in the judgment of the Residential Association to pay all Residential Common Expenses when due. Such Monthly Residential Assessments so established will be payable by the Residence Owners on the first day of each calendar month, and will be applied to the payment of Residential Common Expenses and other Residential Charges for which the Residential Association is responsible.

(b) Budget for Common Expenses. Prior to the commencement of each fiscal year of the Residential Association, the Residential Association will deliver to the Residence Owners a Residential Budget, incorporating the share of the Residential Common Expenses, including the Common Expenses owed by the Residential Unit II under the Master Declaration and all assessments due and payable to the Hotel Unit Owner in accordance with the Residential Governing Documents, in sufficient detail so as to inform each Residence Owner of the nature and extent of the Residential Common Expenses anticipated to be incurred and will be accompanied by a statement setting forth each Residence Owner's monthly share thereof, which will be determined in accordance with such Residence Owner's Residential Allocated Interests, and the date as of which such Monthly Residential Assessment commences to be payable. No further communication will be necessary to establish the amount of each Residence Owner's obligation regarding the Monthly Residential Assessment payable hereunder and the failure of the

Residential Association to timely deliver the Residential Budget provided for in this Residential Declaration will not excuse or relieve a Residence Owner from the payment of the Monthly Residential Assessments contemplated hereby, in which case, each Residence Owner will continue to pay to the Residential Association an amount equal to such Residence Owner's Monthly Residential Assessment as established pursuant to the most recent Residential Budget delivered to the Residence Owners. Any Residential Budget prepared and delivered to the Residence Owners as contemplated in this Article VII may be amended as and to the extent reasonably necessary, and the amount of a Residence Owner's Monthly Residential Assessment changed to correspond therewith.

(c) Special Residential Assessments. In addition to the Monthly Residential Assessments contemplated by Section 7.1(a) of this Residential Declaration, the Residential Association possesses the right, power and authority to establish Special Residential Assessments from time to time as may be necessary or appropriate in the judgment of the Residential Association to pay (i) the operation and management of the Residential Condominium, the administration of the Residential Association and the maintenance of and replacement of Residential Common Elements and (ii) the Residence Owner's share of Special Assessments established by the Master Association from time to time for the proper maintenance, care, alteration, improvement, replacement, maintenance, operation and management of the Common Elements of the Master Condominium, and the administration of the Master Association, as described in Section 7.1 of the Master Declaration.

Section 7.2 Additional Residential Assessments. In addition to the Monthly Residential Assessments and Special Residential Assessments contemplated in Section 7.1 of this Residential Declaration, the Residential Association possesses the right, power and authority to establish or levy Additional Residential Assessments in accordance with the provisions of this Residential Declaration against an individual Residence Owner or a Residence for charges properly borne solely by one or more but less than all Residence Owners, such as (without limitation) charges for additional services, damages, fines or fees, interest, collection costs, attorneys' fees, insurance deductible payments, or any other amount owing the Master Association by a Residence Owner. Additional Residential Assessments will be the personal obligation of the Residence Owner against whom the Additional Residential Assessment is assessed, and will constitute a lien against the Residence in the same manner and with the same consequences as the Monthly Residential Assessment and any duly authorized Special Residential Assessment.

Section 7.3 Obligation to Pay Residential Assessments. Each Residence Owner will be personally obligated to pay such Residence Owner's share of all Residential Assessments duly established pursuant to this Article VII to the Residential Association. Unpaid Residential Assessments due as of the date of the conveyance or transfer of a Residence will not constitute a personal obligation of the new Residence Owner (other than such new Residence Owner's pro rata share of any reallocation thereof); however, the former Residence Owner will continue to be personally liable for such unpaid Residential Assessment. No Residence Owner will be entitled to exemption from liability for Residence Owner's obligation to pay such Residential Assessments by waiver of the use and enjoyment of the Residential Common Elements, by an abandonment of such Residence Owner's Residence or by any other action whatsoever. Any Residential Assessment not paid within five days of the date due will bear interest at the Past Due Rate, and will be recoverable by the Residential Association, together with interest as aforesaid and all costs and expenses of collection, including reasonable attorneys' fees, by suit in a court of competent jurisdiction sitting in the County. It will be the responsibility of the Residential Association to collect any such delinquent Residential Assessment, the existence of which will be made known by written notice delivered to the defaulting Residence Owner and, where requested, to the Residential Mortgagee. The Residential Association will give written notice of any delinquency in excess of an

amount equal to two months of then current Residential Assessments in the payment of Residential Assessments by a Residence Owner to such Residential Mortgagee to the extent the Residential Mortgagee has requested such notices be provided.

Section 7.4 Lien to Secure Payment of Residential Assessments. Residential Declarant hereby reserves and assigns to the Residential Association a lien, pursuant to the provisions of the Act, against each Residence, the Residential Rents, if any, payable to the Residence Owner and Residential Insurance Proceeds any Residence Owner may be entitled to receive, to secure the payment of all Residential Assessments, which lien will be and constitute a lien and encumbrance, in favor of the Residential Association, upon such Residences, the Residential Rents, and any Residential Insurance Proceeds. The liens established in this Residential Declaration will be prior and superior to all other liens and encumbrances subsequently created upon such Residences, Residential Rents and Residential Insurance Proceeds, regardless of how created, evidenced or perfected, other than the lien securing the payment of Residential Lien Indebtedness (provided such lien was recorded prior to the date on which the Residential Assessment became delinquent) and the liens for unpaid Residential Governmental Impositions. The liens and encumbrances created in this Residential Declaration may be enforced by any means available at law or in equity, including a non-judicial foreclosure sale of the Residence of a defaulting Residence Owner; such sale to be conducted in the manner set forth in Texas Property Code Section 51.002 (as now written or as hereafter amended). Each Residence Owner, by the acquisition of such Residence Owner's Residence, grants to the Residential Association a power of sale in connection with the Residential Association's liens. By written resolution, the Residential Association may appoint, from time to time, an officer, agent, trustee or attorney of the Residential Association to exercise the power of sale on behalf of the Residential Association. The Residential Association may bid for and purchase the Residence owned by such Residence Owner, as a Residential Common Expense, at any such foreclosure sale. The foreclosure by a Residential Mortgagee of a Residence Owner's Residence in order to satisfy Residential Lien Indebtedness will extinguish the subordinate lien for any Residential Assessments which became payable prior to the date of such foreclosure sale, provided that in no event will a defaulting Residence Owner be relieved from liability incurred for past Residential Assessments. Each Residence Owner acknowledges that the Residential Association's rights under this Section 7.4 may be exercised by the Master Association and the Hotel Unit Owner in accordance with the Residential Governing Documents.

Section 7.5 Commencement of Obligation to Pay Residential Assessments. Each Residence Owner, other than Residential Declarant, will be obligated to commence payment of all Residential Assessments against such Residence Owner's Residence on the date such Residence Owner's Residence is conveyed to the Residence Owner. If such date is other than the first day of a month, then such Residence Owner will be obligated to pay only a pro rata share of the Residential Assessment against such Residence Owner's Residence based on the number of days during such month that the Residence Owner will hold title to the Residence Owner's Residence. If a Residential Tenant occupies a Residence and that Residence Owner becomes delinquent in the payment of any Residential Assessment against such Residence, the Residential Association will have the right, upon written notice to the Residential Tenant and Residence Owner, to collect any rental payments due from the Residential Tenant until the full amount of the Residential Assessment plus any applicable late fees or fines are collected. Prior to the commencement of the initial Monthly Residential Assessment, Residential Declarant will pay all Residential Common Expenses of the Residential Condominium (excluding portions thereof allocable to reserves); provided, however, nothing contained in this Residential Declaration will prevent Residential Declarant from collecting from the purchaser of a Residence at closing any expenses, such as Residential Governmental Impositions or insurance, to the extent that Residential Declarant prepaid on behalf of the Residence being purchased. After commencement of the initial Monthly Residential Assessment and prior to the end of the period that expires on the date that is the earlier to occur of the date that (a) is three years after Residential Declarant's first conveyance of a unit or (b) the Residential Declarant Control

Period expires, Residential Declarant will pay the amount by which the Residential Common Expenses of the Residential Condominium (excluding the portion thereof allocable to reserves) exceed Monthly Residential Assessments required to be paid by Residence Owners other than Residential Declarant; thereafter, Residential Declarant will pay Monthly Residential Assessments the same as any other Residence Owner. If such date is other than the first day of a month, then Residential Declarant will be obligated to pay only a pro rata share of the Residential Assessments against such Residence based on the number of days remaining during such month.

Section 7.6 Redemption by Residence Owner. The Residence Owner at a foreclosure sale of the Residential Association's lien for Residential Assessments may redeem the Residence owned by such Residence Owner in accordance with the provisions of the Act.

Section 7.7 Notice of Default. If the Residence Owner defaults in its monetary obligations to the Residential Association, the Residential Association will notify any Residential Mortgagee in accordance with the provisions of Article XIV of this Residential Declaration and may notify other lienholders of the default and the Residential Association's intent to foreclose its lien.

Section 7.8 Alternative Actions. Nothing contained in this Residential Declaration will prohibit the Residential Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien.

Section 7.9 Master Association Lien. In addition to the liens created under this Article VII, each Residence Owner acknowledges that pursuant to Section 7.4 and Section 7.5 of the Master Declaration, the Master Association possesses a first and prior lien to secure the payment of the Master Expenses by the Residence Owners to the Master Association. Residential Declarant is authorized by the Master Declaration to grant, and hereby grants, a revocable license in favor of the Residential Association to collect the Master Expenses from the Residence Owners and deliver such payments to the Master Association. By acquisition of a Residence, each Residence Owner grants to the Master Association a power of sale over such Residence Owner's Residence and the Residential Limited Common Elements and Residential Allocated Interest appurtenant thereto, in connection with the liens held by the Master Association. If the Residential Association fails to timely collect a Residence Owner's pro-rata portion of the Master Expenses and deliver such pro-rata portion of the Master Expenses to the Master Association, then after 30 days' written notice to the Residential Association by the Master Association, the Residential Association's license to collect the Master Expenses from the applicable Residence Owner will terminate, and the Master Association may enforce the Master Association's lien against the applicable Residence in accordance with the provisions of the Master Declaration. Each Residence Owner acknowledges that the Master Association's rights under this Section 7.9 and the Master Association's rights under Section 7.4 and Section 7.5 of the Master Declaration may be exercised by the Hotel Unit Owner in accordance with the Residential Governing Documents.

Section 7.10 Statement of Expenses and Access to Records. Upon request, the Residential Association will promptly provide any Residence Owner, contract purchaser or Residential Mortgagee with a written statement of all unpaid Residential Assessments due with respect to such Residence. The Residential Association may impose a reasonable charge for the preparation of such statement to the extent permitted by the Act. The Residential Association will make available during normal business hours for inspection, upon request by the Residence Owners, Residential Mortgagees, prospective purchasers, and any of their authorized agents, current copies of the books, records and financial statements of the Residential Association (including, if such is prepared, the most recent annual audited financial statement available).

ARTICLE VIII

Loss and Obsolescence

Section 8.1 Loss or Damage. The provisions of this Article VIII will apply if the Residential Common Elements or any part thereof is damaged or destroyed by fire or other casualty, provided that if any of the provisions of this Article VII conflict with the Master Declaration, the Master Declaration will govern.

(a) Notice to Owners and Mortgagees. The Residential Association will give prompt written notice of any substantial damage or destruction to the Residence Owners, the Master Association and all Residential Mortgagees.

(b) Restoration and Repair. Subject to Section 8.2, the Residential Association will promptly proceed with the full restoration and repair of such damage or destruction unless (i) the Residential Condominium is terminated; (ii) repair or replacement would be illegal under any Legal Requirement; or (iii) at least 80% of the Residence Owners, including the Residence Owner of a Residence that will not be rebuilt or repaired, vote not to rebuild.

(c) Special Residential Assessment. The amount by which such restoration and repair costs exceed collectible Residential Insurance Proceeds may be and constitute a Special Residential Assessment payable by the Residence Owners within 60 days of the date notice of such Special Residential Assessment is delivered by the Residential Association, in accordance with Section 7.1 of this Residential Declaration.

(d) Insurance Proceeds. Any excess Residential Insurance Proceeds remaining after such restoration and repair, or any insurance or sales proceeds available absent such restoration and repair, will be received and held in trust by the Residential Insurance Trustee in separate accounts for each Residence Owner, as their interests may appear (with any proceeds attributable to Residential Limited Common Elements allocated among the Residence Owners to which such Residential Limited Common Elements are appurtenant and any other proceeds allocated in accordance with the Residential Allocated Interests of the Residence Owners), and distributed as follows: (1) first, to the payment of any Governmental Impositions in favor of any assessing entity having authority with respect to the Residential Common Elements or such Residence; (2) second, to the payment of the balance of the mortgage of such Residence; (3) third, to the payment of any delinquent Residential Assessment with respect to such Residence; and (4) the balance, if any, to each Residence Owner entitled thereto.

(e) Residence Owner's Liability for Insurance Deductible. If repair or restoration of the Residential Common Elements is required as a result of an insured loss, the Residential Association may levy a Special Residential Assessment, in the amount of the insurance deductible, against the Residence Owner or Residence Owners who would be responsible for the cost of the repair or reconstruction in the absence of insurance.

Section 8.2 Damaged Residence. The following provisions will govern in relation to a Damaged Residence:

(a) Notice to Mortgagees. The Residence Owner of the Damaged Residence will give prompt written notice of any substantial damage or destruction to the Residential Association and to the Residential Mortgagees of the Damaged Residence.

(b) Repair and Reconstruction. Within 60 days after the date of damage, the Residence Owner will begin repair or reconstruction of its Residence, subject to the right of the Residential Association and the Architectural Reviewer to supervise, approve, or disapprove repair or restoration during the course thereof.

(c) Failure to Repair. If a Residence Owner fails to repair or restore damage as required by this Section 8.2, the Residential Association may effect the necessary repairs and levy a Special Residential Assessment against the Residence Owner and Residence for the cost thereof, after giving such Residence Owner reasonable notice of its intent to do so.

Section 8.3 Matters Relating to Restoration and Repairs. Any restoration and repair work undertaken by the Residential Association or a Residence Owner pursuant to this Article VIII will be performed in a good and workmanlike manner in order to restore the Residential Improvements to a condition similar to that existing prior to such damage or destruction, provided, however, that in no event will the Residential Association be responsible for restoring, repairing or replacing any Improvements to a Residence made by or on behalf of a Residence Owner, or the contents located in such Residence. All such restoration and repair work, whether done by the Residential Association or a Residence Owner, will be effected in a manner so as to observe all vertical and horizontal Unit and Residence boundaries existing prior to such damage or destruction. If a Residence Owner decides to rebuild or repair any Residence in excess of its full replacement cost, such party will be responsible for any such costs exceeding the full replacement value of such Residence; provided, however, that if the Residence Owners holding not less than 80% of the Residential Allocated Interests will vote to incur such expenses, such additional expenses, to the extent they exceed the replacement value of such Residence will be funded by means of a Special Residential Assessment.

Section 8.4 Obsolescence of Residential Common Elements. If the Residence Owners holding not less than 80% of the Residential Allocated Interests vote at a meeting of the Residential Association duly called for the purposes of considering same that the Residential Common Elements or any part thereof are obsolete, the Residential Association will promptly proceed with the necessary replacements and improvements thereof pursuant to a budget established for such purpose and the cost thereof will be and constitute a Special Residential Assessment payable by all the Residence Owners within 30 days of the date notice of such Special Residential Assessment is delivered to them by the Residential Association.

Section 8.5 Residential Association as Attorney-in-Fact. Each Residence Owner will be deemed to have hereby irrevocably made, constituted and appointed the Residential Association, and each and every one of its successors in interest hereunder, as Residence Owner's true and lawful attorney-in-fact, for and in such Residence Owner's name, place and stead, upon the damage or destruction of the Residential Property, or any part thereof, or upon any determination by the Residence Owners made pursuant to this Article VIII, to take any and all actions, and to execute and deliver any and all instruments, as the Residential Board of Directors may, in its sole and absolute discretion, deem necessary or advisable to effect the intents and purposes of this Article VIII, hereby giving and granting unto the Residential Association full power and authority to do and perform all and every act whatsoever requisite or necessary to be done in and about the Residential Property as fully, to all intents and purposes, as a Residence Owner might or could do, hereby ratifying and confirming whatsoever the Residential Association may do by virtue of the provisions of this Residential Declaration. The Residential Association is hereby authorized, in the name and on behalf of all the Residence Owners, to do and perform all actions necessary or appropriate to effect the intent and purposes of this Article VIII as aforesaid, including the power and authority to make and settle claims under any insurance policies maintained by the Residential Association, to contract for and with respect to restoration and repair work, contract for and with respect to replacements and improvements to the Residential Common Elements, to

contract for and with respect to a sale of the Residential Property and to execute and deliver all instruments necessary or incidental to any such actions.

Section 8.6 Coordination of Reconstruction or Repairs for Casualty of Multiple Residences. If more than one Residence is damaged or if a Residence and the Residential Common Elements are damaged, and the Residence Owners and the Residential Association, as applicable, are required to restore and repair the Residence or Residential Common Elements, as the case may be, pursuant to this Article VIII, the following provisions will apply:

(a) Distribution of Insurance Proceeds. The Residential Insurance Trustee will distribute, in accordance with Section 82.111 of the Act, to the Residence Owners of Damaged Residences the proceeds paid on insurance policies maintained by such Residence Owner for use in the restoration and repair of its Residence.

(b) Selection of Contractor. Prior to the commencement of any repair or restoration, the Residence Owners of the Damaged Residences (the "Affected Owners") will select one or more qualified and reputable contractors for the repair of the Damaged Residences or Residential Common Elements. If the Affected Owners are unable to agree upon the selection of a contractor or contractors or whether a single contractor should perform one or more phases of the required work that disagreement will be considered a Residential Dispute.

(c) Security for Costs. In any instance of repair or restoration pursuant to this Section 8.6, any Affected Owner may require that an estimate of the cost or expense of performing such repair or restoration be made by a reputable independent professional construction cost-estimating firm, unless a construction contract providing for the performance of such repair and restoration for a stipulated sum has already been executed. If said amount or stipulated sum, or if the actual amount incurred in performing repair or restoration, exceed the amount of the Residential Insurance Proceeds, if any, paid or payable by reason of the damage (plus any applicable deductible), then any Affected Owner or the Residential Mortgagee may at any time give notice to the other Affected Owners demanding that each Affected Owner deposit with the Residential Insurance Trustee the amount of such excess cost and expense attributable to each Affected Owner pursuant to this Section 8.6. In lieu of depositing its share of such excess amount based upon said estimate or stipulated sum, or actual cost and expense of performing such repair or restoration, any Affected Owner may deliver to the Residential Insurance Trustee security for payment of its share reasonably acceptable to the other Affected Owners, the Residential Mortgagees and the Residential Insurance Trustees. Such security may be in the form of, but will not be limited to, an irrevocable and unconditional letter of credit in favor of the Residential Insurance Trustee in the face amount of the share owed or an irrevocable loan commitment, satisfactory to the other Affected Owners and the Residential Mortgagees, issued by a responsible lending institution, to disburse an amount equal to such Affected Owner's share of such excess amount to the Residential Insurance Trustee to pay the cost and expense of any such repair or restoration as the work progresses in proportion to such Affected Owner's share of the cost and expense of any such repair or restoration. If the amount of the security required is based on an estimate of the cost and expense of repair and restoration, then the amount of security required to be deposited or available will be readjusted upward or downward as the work progresses based on the actual cost and expense of the work. If any Affected Owner fails to pay or, as the case may be, deposit such Affected Owner's share of the cost and expense (or estimated cost and expense) of performing any repair or restoration in accordance with this Section 8.6 or fail to deliver the security provided for herein within ten days after receipt of any other Affected Owner's written demand therefor, then the Residential Mortgagee of an Affected Owner may (but will not be obligated to) advance the defaulting Affected Owner's share and the defaulting

Affected Owner will, upon written demand, reimburse such Residential Mortgagee for such payment and such Residential Mortgagee's reasonable cost and expenses incurred in connection with such payment. Any amounts so expended will be secured by liens which will be enforceable in the same manner as liens securing delinquent Residential Assessments as set forth in this Residential Declaration.

ARTICLE IX

Condemnation

Section 9.1 **Condemnation.** The provisions in Article IX of the Master Declaration will govern if the Residential Condominium or any part thereof, is subject to a Residential Taking.

Section 9.2 **The Residential Association as Attorney-in-Fact.** Each Residence Owner, by acceptance of title to, or possession of, a Residence, hereby irrevocably makes, constitutes and appoints the Residential Association, and each and every one of its successors in interest hereunder (which appointment will be deemed a power coupled with an interest), as Residence Owner's true and lawful attorney-in-fact, for and in Residence Owner's name, place and stead, upon the condemnation of the Residential Condominium or any part thereof, or upon any determination by the Residence Owners made pursuant to this Article IX, to take any and all actions, and to execute and deliver any and all instruments, as the Residential Association may, in its sole and absolute discretion, deem necessary or advisable to effect the intents and purposes of this Article IX, hereby giving and granting unto the Residential Association full power and authority to do and perform all and every act whatsoever requisite or necessary to be done in and about the premises as fully, to all intents and purposes, as a Residence Owner might or could do, hereby ratifying and confirming whatsoever the Residential Association may do by virtue hereof. The Residential Association is hereby authorized, in the name and on behalf of all Residence Owners, to do and perform all actions necessary or appropriate to effect the intent and purposes of this Article IX as aforesaid, including the power and authority to make and settle claims under any insurance policies maintained by the Residential Association, except as may be limited by the Master Declaration, and to execute and deliver all instruments necessary or incidental to any such actions.

ARTICLE X

Residential Declarant Control Period

Section 10.1 **Initial Directors.** The Residential Board of Directors will be initially established by Residential Declarant as set forth in the Residential Certificate of Formation.

Section 10.2 **Residential Declarant Control Period.**

(a) Except as is provided below, Residential Declarant will have the right to appoint and remove members of the Residential Board of Directors during the Residential Declarant Control Period. If Residential Declarant voluntarily surrenders the right to appoint and remove members of the Board of Directors prior to the termination of the Residential Declarant Control Period, Residential Declarant may require that specified actions of the Residential Board of Directors be subject to Residential Declarant approval until the expiration of the Residential Declarant Control Period.

(b) Not later than 60 days after Residential Declarant has conveyed to Residence Owners (other than Residential Declarant) title to at least 25% of the Residences, the Residential Board of Directors may appoint an owner-representative for the Residential Board of Directors

who will be a Residence Owner (other than Residential Declarant or its employees) who must reside in his/her Residence, as his primary residence, at least six months of each calendar year. Such representative is not a Director and may not vote on Residential Board of Director matters, but may attend all meetings of the Residential Board of Directors and will perform such duties and will assume such obligations as may be delegated to the representative by the Residential Board of Directors. The term of the advisory directors will expire at the election of the members of the Residential Board of Directors in accordance with Section 10.2(c) of this Residential Declaration.

(c) Not later than 120 days after Residential Declarant has conveyed to Residence Owners other than Residential Declarant title to 50% of the Residences that may be created in accordance with this Residential Declaration, an election will be held by the Residential Association, pursuant to the Residential Bylaws, for the election of not less than one-third of the members of the Residential Board of Directors by Residence Owners other than Residential Declarant. The term of any members of the Residential Board of Directors elected in accordance with this Section 10.2(c) will expire at the election of the members of the Residential Board of Directors in accordance with Section 10.2(d) of this Residential Declaration.

(d) Prior to the termination of the Residential Declarant Control Period, the Residential Association will elect at least three Directors to the Residential Board of Directors pursuant to the Residential Bylaws. The Director receiving the highest number of votes will serve an initial term of three years, the Director receiving the next highest vote will serve an initial term of two years and the Director receiving the next highest vote will serve an initial term of one year, with such terms to commence as of the date on which the Residential Declarant Control Period terminates. If, as of the date of such election, the board consists of more than three Directors, the additional Directors will be those receiving the next highest votes, respectively, and will serve an initial term of one year, commencing on the date on which the Residential Declarant Control Period terminates.

Section 10.3 Residential Declarant's Right to Inspect and Correct Accounts. For a period of four years and one day after termination or expiration of the Residential Declarant Control Period, Residential Declarant reserves for itself and for Residential Declarant's accountants and attorneys, the right, but not the duty, to inspect, correct, and adjust the Residential Association financial records and accounts established during the Residential Declarant Control Period. The Residential Association may not refuse to accept an adjusting or correcting payment made by or for the benefit of Residential Declarant. By way of illustration but not limitation, Residential Declarant may find it necessary to re-characterize an expense or payment to conform to Residential Declarant's obligations under the Residential Governing Documents or applicable law. This Section 10.3 may not be construed to create a duty for Residential Declarant. In support of this reservation, each Residence Owner, by accepting an interest in or title to a Residence, hereby grants to Residential Declarant a right of access to the Residential Association's books and records that is independent of Residential Declarant's rights during the Residential Declarant Control Period.

ARTICLE XI

Matters for Mediation and Arbitration

Section 11.1 Mediation. All Residential Disputes except those relating to equitable remedies, which are not be resolved within 15 days after same have arisen (unless such greater time is provided elsewhere in the Residential Governing Documents) will be submitted for, or determined by non-binding mediation. Mediation of any Residential Dispute will be initiated by any Residence Owner making a

written demand therefor to the other Residence Owner or Residence Owners involved in such Residential Dispute and the Residential Association. With respect to such mediation, the parties will, within ten days after delivery of such written notice to the Residential Association, agree to a mediator who is: (a) a reputable Person actively engaged in the community associations or the commercial real estate industry for a continuous period of not less than ten years and (b) is in no way affiliated, or has had material business dealings with any Residence Owner or any member of the Residential Association. If the parties are unable to agree upon a mediator, a mediator having the qualifications set forth above will be appointed by the American Arbitration Association office in Austin, Texas. Such mediation will occur within 30 days after the mediator has been agreed upon or appointed and will occur at a mutually acceptable location in Austin, Texas or, if the parties are unable to agree on a date, time, and/or location, at a date, time and location in Austin, Texas selected by the mediator. The costs of such mediation services will be shared equally (but each party will bear the cost of their own travel and attorney's fees); provided, however, that if the Residential Dispute is not resolved pursuant to such mediation, the provisions of Section 11.2 of this Residential Declaration will govern the payment of attorneys' fees and costs and expenses of mediation or arbitration, as applicable under this Article XI. As used herein, the 15 day time period during which Residential Disputes may be resolved prior to being submitted for mediation commences on the date that written notice of such Residential Dispute is received by a Person involved in the Residential Dispute from the demanding party involved in the Residential Dispute.

Section 11.2 Final Offer Arbitration. If the parties are unable to resolve any Residential Dispute at mediation, no later than 30 calendar days after the parties have reached an impasse at mediation, and except as otherwise provided in Section 11.4 of this Residential Declaration, the parties will submit their Residential Dispute to binding arbitration. The parties agree to select a single impartial arbitrator from a list taken from the American Arbitration Association of commercial arbitrators, and if they cannot agree on an arbitrator, each party will select a person and those two so selected will then select the single impartial arbitrator who will thereafter serve as an arbitrator with respect to the Residential Dispute. The issues in dispute will be submitted as "baseball" or final-offer arbitration, whereby each party will submit what it deems to be its most reasonable position to the arbitrator and the arbitrator will select one of those two positions. The arbitrator will have no discretion to select or award a position other than to select one of those submitted by the parties. To the extent rules governing arbitration are deemed necessary by the arbitrator (or by agreement of the parties); the current Rules for Commercial Mediation and Arbitration promulgated by the American Arbitration Association will apply. The decision of the arbitrator will be rendered no later than ten days from the initiation of the arbitration procedure. The parties may resort to any court of competent jurisdiction for enforcement of, or any other action relating to, the arbitrator's award. The party or parties whose position is not selected or awarded will be responsible for all attorneys' fees, costs and expenses (incurred in connection with the mediation or arbitration, as applicable, of a Residential Dispute under this Article XI) of the party whose position is selected or awarded for the mediation or arbitration, as applicable, of the Residential Dispute under this Article XI. EACH RESIDENCE OWNER, BY ACCEPTANCE OF A DEED TO ITS RESIDENCE, ON BEHALF OF ITSELF, ITS TENANTS, THE RESIDENTIAL ASSOCIATION AND ALL PARTIES CLAIMING BY, THROUGH OR UNDER SUCH RESIDENCE OWNER, IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY RESIDENTIAL DISPUTE.

Section 11.3 Construction Disputes.

(a) Mediation Required Prior to Arbitration. Any Construction Dispute not resolved within 15 days after the same has arisen will be submitted for, or determined by, non-binding mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by any party. Mediation of any Construction Dispute will be initiated by any party making a written demand therefor to all other parties involved in such Construction Dispute. Any

mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect at the time the Construction Dispute arises. With respect to such mediation, the parties will, within 15 days after demand is filed agree upon a mediator who is: (i) a reputable Person actively engaged in the construction industry or a lawyer experienced in the practice of construction law for a continuous period of not less than ten years and (ii) not an Affiliate or had any material business dealings with, any member of the Residential Association, or any other party, including Residential Declarant or an Affiliate of Declarant, involved in the mediation. If the parties are unable to agree upon a mediator, a mediator having the qualifications set forth above will be appointed by the American Arbitration Association office in Austin, Texas. Such mediation will occur within 30 days after the mediator has been agreed upon or appointed and will occur at a mutually acceptable location in Austin, Texas. The costs of such mediation services will be shared equally (but each party will bear the cost of their own travel and attorneys' fees); provided, however, that if the Construction Dispute is not resolved pursuant to such mediation, the provisions of Section 11.3(d) of this Residential Declaration will govern the payment of attorneys' fees and costs and expenses of mediation or arbitration under this Article XI.

(b) Arbitration. Any Construction Dispute not resolved by mediation as described in Section 11.3(a) of this Residential Declaration will be resolved by arbitration. EACH RESIDENCE OWNER, BY ACCEPTANCE OF A DEED TO ITS RESIDENCE, ON BEHALF OF ITSELF, ITS TENANTS, THE RESIDENTIAL ASSOCIATION AND ALL PARTIES CLAIMING BY, THROUGH OR UNDER IT, IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY CONSTRUCTION DISPUTE. If the parties do not come to an agreement at mediation, and are unable to resolve any Construction Dispute within 30 days of such mediation session (the "Construction Resolution Period"), any party to the Construction Dispute may initiate binding arbitration (as the exclusive remedy with respect to a Construction Dispute under this Residential Declaration) by making a written demand therefor to the other parties involved in such Construction Dispute no later than 45 days after the expiration of the Construction Resolution Period. The parties agree that the arbitration will be governed by the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Except as otherwise provided below, the parties agree to select a single impartial arbitrator within 15 days of submitting the Construction Dispute to arbitration. If the parties cannot agree upon a single arbitrator, a demand for arbitration will be filed in writing with the American Arbitration Association at the office in Austin, Texas with copies to all parties.

Arbitration will be conducted with a single arbitrator unless the claim, demand, or amount in controversy exceeds \$1,500,000, in which case a panel of three arbitrators will be used. If the amount in controversy exceeds \$1,500,000 and the parties cannot mutually agree upon three panel members, the parties will be required to obtain a list of proposed neutral parties through the American Arbitration Association office in Austin, Texas. The parties will then proceed with the selection of panel members in accordance with the American Arbitration Association Construction Industry Arbitration Rules. Any arbitrator(s) utilized, whether appointed or agreed, must be (i) reputable Person(s) actively engaged in the construction industry or as a lawyer experienced in the practice of construction law for a continuous period of not less than ten years and (ii) not an Affiliate of, or have or had material business dealings with any Residence Owner, any member of the Residential Association, or any other party, including Residential Declarant or an Affiliate of Declarant, involved in the arbitration. The arbitrator will establish reasonable procedures and requirements for the production of relevant documents and require the exchange of information concerning witnesses to be called. The parties will be entitled to discover all documents and information reasonably necessary for a full understanding of any legitimate issue

raised in the arbitration and the parties may use all methods of discovery available under the Texas Rules of Civil Procedure and will be governed thereby. There will be a prehearing meeting between the parties at which the arbitrator will make and set schedules for discovery and hearings consistent with their powers as set forth herein. The Texas Rules of Evidence will be applied by the arbitrator but liberally construed to allow for the admission of admissible evidence that is helpful in resolving the controversy. Rulings on the admission of evidence made by the arbitrator at the hearing will be final and not subject to any appeal. At the time of the award, the arbitrator will prepare and provide to the parties the findings of fact and conclusions of law supporting the award if requested by any party involved in the arbitration.

(c) General. In no event will a Residential Dispute or a Construction Dispute be initiated after the date when institution of legal or equitable proceedings based on such Residential Dispute or Construction Dispute would be barred by the applicable statute of limitations. With respect to any Construction Dispute, all demands and all answering statements thereto which include any monetary claim, counterclaim or cross-claim must state the monetary amount being sought. If the monetary amount is unliquidated or has not been fully determined, the demand or answering statement seeking such recovery must state, in good faith, the minimum amount of such monetary claim, exclusive of interest and attorneys' fees. In any arbitration of a Residential Dispute, the party or parties whose position is not selected or awarded will be responsible for all attorneys' fees, costs and expenses (incurred in connection with the mediation and arbitration of a Residential Dispute under this Article XI) of the party whose position is selected or awarded for the arbitration of the Residential Dispute under this Article XI. In any arbitration of a Construction Dispute, the arbitrator(s) will determine the prevailing party and award to such prevailing party, in addition to any other relief to which such party is entitled to recover, its reasonable attorneys' fees, expert witness fees, costs (including arbitration fees), and other reasonable expenses incurred in connection with the arbitration of such Construction Dispute under this Article XI. The parties may resort to any court of competent jurisdiction for enforcement of, or any other action relating to, the arbitrator's award.

(d) Consolidation. A Construction Dispute may be consolidated with similar proceedings and resolved pursuant to the dispute resolution procedures contained in this Article XI to include participation of the Approved Builder, contractors, sub-contractors, sub-subcontractors, design professionals or any other person or entity if such proceedings involve common issues of law or fact. Consent to consolidate proceedings involving an additional person or entity will not constitute consent to resolve any claim, dispute or other matter in question other than the Construction Dispute or with a Person not named or described therein. It is expressly understood and agreed that Residential Declarant or any Affiliate of Declarant will have the right, but not the obligation, to join in any such dispute resolution proceedings against any other party whose work or services on or in connection with the Residential Property may be at issue or whose claims(s) involve the design or construction of the Residential Property, including the Approved Builder.

(e) Construction Disputes Asserted by the Residential Association. Notwithstanding anything to the contrary contained in this Residential Declaration, as a precondition to the Residential Association initiating the mandatory dispute resolution procedures set forth in this Section 11.3, the Residential Association must:

(i) Obtain an inspection and a written, independent third-party report (the "Construction Dispute Report") from a licensed professional engineer which: (A) identifies the Residences or Residential Common Elements subject to the Construction Dispute, including a description of the present physical condition of such Residences or

Residential Common Elements; and (B) describes any modifications, maintenance, or repairs to the Residences or Residential Common Elements subject to the Construction Dispute performed by any Owner and/or the Residential Association. For the purposes of this Section 11.3(e)(i), an independent third-party report is a report obtained directly by the Residential Association and paid for by the Residential Association and not prepared by a Person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Residential Association in the Construction Dispute. The Residential Association must have provided at least ten days prior written notice of the inspection to each party subject to the Construction Dispute, which notice will identify the independent third-party engaged to prepare the Construction Dispute Report, the specific Units and Common Elements to be inspected, and the date and time the inspection will occur. Each party subject to the Construction Dispute may attend the inspection, personally or through an agent. Upon completion, the Construction Dispute Report will be provided to each party subject to the Construction Dispute. In addition, if the Construction Dispute Report identifies an alleged design issue or issue arising out of the provision of professional services by a licensed registered professional, the Residential Association must also obtain a certificate of merit in accordance with Chapter 150 of the Texas Civil Practice and Remedies Code.

(ii) Permit each party subject to the Construction Dispute the right, for a period of six months after receipt of the Construction Dispute Report pursuant to Section 11.3(e)(i) of this Residential Declaration, to inspect and correct, any condition identified in the Construction Dispute Report.

(iii) Obtain approval to initiate the mandatory dispute resolution procedures from Residence Owners holding 67% of the total votes in the Residential Association by person or proxy in accordance with Section 82.110 of the Act at a regular, annual or special meeting of the Residential Association called in accordance with the Residential Bylaws and provide all deliveries to the Owner required under Section 82.119 of the Act prior to providing the notice of such meeting to the Residence Owners.

Section 11.4 Exclusive Remedy. Except as otherwise provided for a Residential Dispute in this Section 11.4, with respect to any Residential Dispute or Construction Dispute subject to mediation or arbitration, as applicable, under this Article XI, it is agreed that the mediation and arbitration provisions of this Article XI will be the sole remedy of the Residence Owners involved in such Residential Dispute or Construction Dispute. Notwithstanding any other provisions of this Residential Declaration, the foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties will be specifically enforceable under prevailing arbitration law in any court having jurisdiction thereof. The foregoing agreement to arbitrate will not constitute any agreement or consent to arbitration of any dispute, claim, controversy or matter that does not constitute a "Residential Dispute" or "Construction Dispute", as applicable. The foregoing agreement to arbitrate any Residential Dispute or Construction Dispute will not constitute any agreement or consent to arbitration with any Person not named or described in this Residential Declaration, provided that any arbitration proceeding initiated under the terms of this Section 11.4 may, at the request of any party, be joined or consolidated with other arbitration proceedings involving additional parties if the Residential Dispute or Construction Dispute, as applicable, and the subject of such other proceedings arise out of common or interrelated factual occurrences. Any award of the arbitrator will be final and binding upon the Residence Owners involved in the Residential Dispute or Construction Dispute and such Residence Owners' Residential Mortgagees and non-appealable judgment thereon may be entered by any court having jurisdiction. Notwithstanding the foregoing, Residential Declarant will have the right, but not the obligation, in its absolute and sole discretion, to opt out of mandatory, binding arbitration for a Residential Dispute, not a

Construction Dispute, after Residential Declarant receives written demand from a party in accordance with Section 11.2 of this Residential Declaration. By delivering written notice to the demanding party on or before the tenth day following the date upon which Residential Declarant received the arbitration demand, Residential Declarant may opt out of and will automatically be released from the mandatory, binding arbitration provisions in this Article XI for the respective Residential Dispute. Upon the demanding party's receipt of Residential Declarant's opt out notice, such party will be responsible to notify any other parties involved in the Residential Dispute, and the claims, grievances, and disputes of the Residential Dispute applicable to Residential Declarant will no longer be deemed a Residential Dispute or subject to this Article XI.

ARTICLE XII

Disclosures

Section 12.1 Transmission Disclaimer. The Residences are not constructed to be soundproof or free from vibrations. Sounds and vibrations can also be generated from sources located within a particular Residence or the other portions of the Residential Condominium, including elevator motors, heating and air conditioning equipment, pump rooms, other mechanical equipment, dogs barking and the playing of certain kinds of music. EACH RESIDENCE OWNER, BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF THEIR RESIDENCE, HEREBY ACKNOWLEDGES AND AGREES THAT SOUND AND IMPACT NOISE TRANSMISSION IN A DEVELOPMENT SUCH AS THE RESIDENTIAL CONDOMINIUM IS VERY DIFFICULT TO CONTROL, AND THAT NOISES FROM ADJOINING OR NEARBY RESIDENCES, THE COMMERCIAL FACILITIES IN THE RETAIL UNIT, THE HOTEL UNIT, THE RESIDENTIAL UNIT I, AND THE SURROUNDING DEVELOPMENT AND/OR MECHANICAL EQUIPMENT CAN AND WILL BE HEARD IN RESIDENCES. ADDITIONALLY, EACH RESIDENCE OWNER, BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF THEIR RESIDENCE, HEREBY ACKNOWLEDGES AND AGREES THAT THE TRANSMISSION OF ODORS, FUMES OR SMELLS THROUGHOUT A MIXED-USE DEVELOPMENT SUCH AS THE RESIDENTIAL CONDOMINIUM IS VERY DIFFICULT TO CONTROL, AND THAT SUCH ODORS, FUMES OR SMELLS FROM ADJOINING OR NEARBY RESIDENCES, THE COMMERCIAL FACILITIES IN THE RETAIL UNIT, THE HOTEL UNIT, THE RESIDENTIAL UNIT I, AND THE SURROUNDING DEVELOPMENT COULD TRANSMIT INTO RESIDENCES. NEITHER RESIDENTIAL DECLARANT, MASTER DECLARANT, THE OWNERS, NOR THEIR DESIGNEES MAKE ANY REPRESENTATION OR WARRANTY AS TO THE LEVEL OF SOUND OR IMPACT NOISE TRANSMISSION OR THE LEVEL OF ODORS OR IMPACT OF THE TRANSMISSION OF ODORS BETWEEN AND AMONG RESIDENCES AND THE OTHER PORTIONS OF THE RESIDENTIAL PROPERTY AND EACH RESIDENCE OWNER HEREBY WAIVES AND EXPRESSLY RELEASES, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW AS OF THE DATE OF THIS RESIDENTIAL DECLARATION, ANY SUCH WARRANTY AND CLAIM FOR LOSS OR DAMAGES RESULTING FROM SOUND OR IMPACT NOISE TRANSMISSION OR ODOR TRANSMISSION.

Section 12.2 Erosion; Flooding. While the drainage system for surface water runoff on the Residential Condominium will be constructed in accordance with applicable governmental standards, the Residential Condominium may still be subject to erosion and/or flooding during unusually intense or prolonged periods of rain.

Section 12.3 Sprinklers. The Residential Common Elements may be equipped with a sprinkler system. If a Residence Owner, Residential Tenant or an occupant of a Residence causes the sprinkler system to be activated (except in the case of a fire) or damages or destroys any part of the sprinkler system, the Residence Owner of the Residence will be responsible for any costs the Residential

Association incurs in repairing the system and for all other losses or damages resulting from such actions, including, without limitation, damages to any portion of the Residential Common Elements or other Residences.

Section 12.4 Mixed-Use Development. The Residential Condominium is located in a mixed-use development and contains both residential and commercial uses. Sound and vibrations may be audible and felt from such things as sirens, whistles, horns, the playing of music, people speaking loudly, trash being picked up, deliveries being made, equipment being operated, dogs barking, construction activity, building and grounds maintenance being performed, automobiles, buses, trucks, ambulances, airplanes, trains and other generators of sound and vibrations typically found in a mixed-use development. In addition to sound and vibration, there may be odors (from restaurants, food being prepared and dumpsters) and light (from signs, streetlights, other buildings, car headlights and other similar items) in mixed-use developments and these things are part of the reality and vibrancy of such developments.

Section 12.5 Location of Facilities. This Residential Declaration makes no representation as to the location of mailboxes, utility boxes, street lights, fire hydrants or storm drain inlets or basins.

Section 12.6 Light Emission. Light may emit from structures located on adjacent properties. THIS RESIDENTIAL DECLARATION DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE LEVEL OF GLARE THAT MAY AFFECT PORTIONS OF THE RESIDENTIAL CONDOMINIUM, AND EACH RESIDENCE OWNER HEREBY WAIVES AND EXPRESSLY RELEASES ANY SUCH WARRANTY AND CLAIM FOR LOSS OR DAMAGES RESULTING FROM ANY SUCH GLARE.

Section 12.7 Construction. During construction activities, from time to time, the following conditions may be produced in the Residential Condominium: (a) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (b) smoke; (c) noxious, toxic or corrosive fumes or gases; (d) obnoxious odors; (e) dust, dirt or flying ash; (f) unusual fire or explosion hazards; (g) temporary interruption of utilities; and/or (h) other conditions that may threaten the security or safety of Persons on the Residential Condominium. Notwithstanding the foregoing, all Residence Owners, Residential Tenants and occupants of the Residences agree that such conditions in the Residential Condominium resulting from construction activities, including activities of Designees, will not be deemed a nuisance.

Section 12.8 Natural Light and Views. THE MASTER CONDOMINIUM WILL BE COMPRISED OF MULTIPLE BUILDINGS, THE CONSTRUCTION OF WHICH WILL PARTIALLY BLOCK, OBSTRUCT, SHADOW OR OTHERWISE AFFECT THE NATURAL LIGHT AVAILABLE TO OR THE VIEW LINES FROM ANY PARTICULAR RESIDENCE OR FROM PARTS OF THE RESIDENTIAL CONDOMINIUM (THE "NATURAL LIGHT AND VIEWS"), WHICH MAY CURRENTLY BE AVAILABLE TO OR VISIBLE FROM A RESIDENCE OR FROM THE RESIDENTIAL CONDOMINIUM. ADDITIONALLY, BECAUSE THE RESIDENTIAL CONDOMINIUM IS LOCATED IN A MIXED-USE DEVELOPMENT, DEMOLITION AND CONSTRUCTION OF BUILDINGS AND OTHER STRUCTURES WITHIN THE IMMEDIATE AREA OF THE RESIDENTIAL CONDOMINIUM MAY FURTHER BLOCK, OBSTRUCT, SHADOW OR OTHERWISE AFFECT THE NATURAL LIGHT AND VIEWS. NATURAL LIGHT AND VIEWS ARE NOT PROTECTED. RESIDENTIAL DECLARANT AND ITS SUCCESSORS AND ASSIGNS ARE NOT RESPONSIBLE FOR ANY LOSSES, CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES OF WHATEVER NATURE OR KIND RELATING TO NATURAL LIGHT AND VIEWS OR THE DISRUPTION, NOISE, COMMOTION, AND OTHER UNPLEASANT EFFECTS OF NEARBY DEVELOPMENT OR CONSTRUCTION.

Section 12.9 Waiver of Environmental Conditions. NEITHER RESIDENTIAL DECLARANT NOR THE RESIDENTIAL ASSOCIATION IS AN INSURER OR GRANTOR OF ENVIRONMENTAL CONDITIONS OR INDOOR AIR QUALITY WITHIN THE RESIDENTIAL CONDOMINIUM. NEITHER RESIDENTIAL DECLARANT NOR THE RESIDENTIAL ASSOCIATION IS LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF OR FAILURE TO PROVIDE ADEQUATE INDOOR AIR QUALITY OR ANY ADVERSE ENVIRONMENTAL CONDITIONS. NEITHER RESIDENTIAL DECLARANT NOR THE RESIDENTIAL ASSOCIATION REPRESENT OR WARRANT THAT ANY CONSTRUCTION MATERIALS, AIR FILTERS, MECHANICAL, HEATING, VENTILATING OR AIR CONDITIONING SYSTEMS AND CHEMICALS NECESSARY FOR THE CLEANING OR PEST CONTROL OF THE RESIDENTIAL CONDOMINIUM WILL PREVENT THE EXISTENCE OR SPREAD OF BIOLOGICAL ORGANISMS, COOKING ODORS, ANIMAL DANDER, DUST MITES, FUNGI, POLLEN, TOBACCO SMOKE, DUST OR THE TRANSMISSION OF INTERIOR OR EXTERIOR NOISE LEVELS. NEITHER RESIDENTIAL DECLARANT NOR THE RESIDENTIAL ASSOCIATION IS AN INSURER AND EACH RESIDENCE OWNER AND OCCUPANT OF ANY RESIDENCE AND EACH RESIDENTIAL TENANT, GUEST AND INVITEE OF ANY RESIDENCE OWNER ASSUMES ALL RISKS FOR INDOOR AIR QUALITY AND ENVIRONMENTAL CONDITIONS AND ACKNOWLEDGES THAT NEITHER RESIDENTIAL DECLARANT NOR THE RESIDENTIAL ASSOCIATION HAVE MADE ANY REPRESENTATIONS OR WARRANTIES NOR HAS RESIDENTIAL DECLARANT, THE RESIDENTIAL ASSOCIATION, ANY RESIDENCE OWNER, OCCUPANT, RESIDENTIAL TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE AIR QUALITY WITHIN THE RESIDENTIAL CONDOMINIUM.

Section 12.10 Water Quality Facilities, Drainage Facilities and Drainage Ponds. One or more water quality facilities, sedimentation, drainage and detention facilities, or ponds may serve all or a portion of the Residential Condominium. The Residential Association will be obligated to inspect, maintain and administer such water quality facilities, drainage facilities, and drainage ponds located on the Residential Condominium in good and functioning condition and repair. Each Residence Owner is advised that any such water quality facilities, sedimentation, drainage and detention facilities and ponds are an active utility feature integral to the proper operation of the Residential Condominium and may periodically hold standing water. Each Residence Owner is advised that entry into the water quality facilities, sedimentation, drainage and detention facilities or ponds may result in injury and is a violation of the Residential Governing Documents.

Section 12.11 Adjacent Thoroughfares. The Residential Condominium is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

Section 12.12 Zoning. No representations are made regarding the zoning of adjacent property. The zoning and use of adjacent property may change in the future.

ARTICLE XIII

Miscellaneous

Section 13.1 Revocation or Termination of Residential Declaration. Except in the circumstance of automatic termination as provided in Section 9.6 of the Master Declaration, this Residential Declaration may be revoked or the Residential Condominium established hereby may be terminated, only by an instrument in writing, duly approved, executed and acknowledged by those

Residence Owners holding not less than 80% of the Residential Allocated Interests and not less than one hundred percent 100% vote of the Residential Mortgagees. Any such instrument of revocation or termination will be duly filed of record in the County. If the Residential Property is to be sold upon termination, the agreement effecting such termination will also set forth the terms of such sale and comply with the provisions of the Act.

Section 13.2 Amendment to Residential Declaration. Except for Residential Declarant's exercise of the Special Residential Declarant Rights or as otherwise permitted in this Residential Declaration, this Residential Declaration may be amended at a meeting of the Residence Owners at which the amendment is approved by those Residence Owners holding not less than 67% of the Residential Allocated Interests and by the vote of not less than 51% of the Residential Mortgagees. Such amendment will be evidenced by a written instrument executed and acknowledged by an officer of the Residential Association on behalf of the consenting Residence Owners and by the consenting Residential Mortgagees and filed of record in the County. Any such amendment so effected will be binding upon all of the Residence Owners, provided however that except as permitted or required by the Act, no such amendment will: (a) cause the alteration or destruction of all or part of any Residence unless such amendment has been consented to by the Residence Owner and the Residential Mortgagee of the Residence which is to be altered or destroyed, (b) create or increase Special Residential Declarant Rights, (c) increase the number of Residences, (d) change the boundaries of a Residence or (e) change the use restrictions on a Residence unless with respect to the matters described in subsections (b), (c), (d), and (e), of this Section 13.2 such amendment has been consented to by 100% of the Residential Allocated Interests. Notwithstanding the foregoing, no amendment pursuant to this Section 13.2 will become effective unless approved by Residential Declarant if Residential Declarant still owns one or more Residences and the amendment would, in Residential Declarant's reasonable determination: (v) increase or otherwise modify Residential Declarant's obligations; (w) alter, abridge, reduce, or delete any provision of this Residential Declaration that benefits Residential Declarant; (x) alter, abridge, reduce, or delete any rights, privileges, easements, protections, or defenses of Residential Declarant; (y) reduce or modify any Special Residential Declarant Rights or Special Declarant Rights set forth in the Master Declaration or (z) materially inhibit or delay Residential Declarant's ability to complete any Residential Improvements or to convey any portion of the Residential Property owned by Residential Declarant. Notwithstanding the foregoing, if Residential Declarant owns a Residence which has never been occupied, Residential Declarant, its Affiliates, or the Master Association may, without a vote of the Residence Owners or the Residential Mortgagees or approval of the Master Association (if applicable) amend the Residential Governing Documents in any manner necessary to meet the requirements of the Federal National Mortgage Association, the Federal National Home Loan Mortgage Corporation, the Federal Housing Administration or the Veterans Administration.

Section 13.3 Partial Invalidity. If any provision of the Residential Governing Documents will be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination will in no way impair or affect the validity or enforceability of the remainder of the Residential Governing Documents.

Section 13.4 Conflicts. If any of the provisions of the Residential Governing Documents are in conflict with the provisions of the Act or the Texas Business Organizations Code, the provisions of such statutes will control. If a conflict exists among the provisions of the Residential Governing Documents, the documents will control in the following order:

1. The Restrictive Covenants;
2. The Allocation Document;
3. The Master Declaration;
4. The Certificate of Formation;

5. The Bylaws;
6. The Master Regulations;
7. The Policy Guidelines;
8. This Residential Declaration;
9. The Residential Certificate of Formation;
10. The Residential Bylaws; and
11. The Residential Regulations.

Each Residence Owner acknowledges that it has been given the opportunity to review the documents listed above and has had the opportunity to consult with counsel in connection with the purchase of a Residence and agrees with the provisions thereof. The provisions of the Residential Governing Documents embody the entire final documentation to which the Residences and any Residence Owners will be subject in relation to the Residential Condominium and supersede any and all agreements, representations, and understandings, whether written or oral, between Residential Declarant and the Residence Owners. If a conflict exists between the provisions of any of the above documents for the Residential Condominium and any such documents for the Master Condominium, those of the Master Condominium will control.

Section 13.5 Captions and Exhibits. Captions used in the various articles and sections of this Residential Declaration are for convenience only, and they are not intended to modify or affect the meaning of any of the substantive provisions hereof. All exhibits are incorporated in and made a part of this Residential Declaration.

Section 13.6 Usury. It is expressly stipulated and agreed to be the intent of Residential Declarant that at all times the terms of the Residential Governing Documents will comply strictly with the applicable Texas law governing the maximum rate or amount of interest payable under any provision of the Residential Governing Documents. If the applicable law is ever judicially interpreted so as to render usurious any amount contracted for, charged, taken, reserved or received pursuant to the Residential Governing Documents or any other communication or writing by or between Residential Declarant, the Residential Association and the Residence Owners related to the matters set forth in the Residential Governing Documents, then it is the express intent of Residential Declarant that all amounts charged in excess of the maximum rate allowed by Texas law will be automatically canceled, *ab initio*, and all amounts in excess of the maximum rate allowed by Texas law theretofore collected will be refunded, and the provisions of the Residential Governing Documents will immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law. The Residence Owners hereby agree that as a condition precedent to any claim seeking usury penalties against Residential Declarant or the Residential Association, any Residence Owner will provide written notice to Residential Declarant or the Residential Association advising Residential Declarant or the Residential Association in reasonable detail of the nature and amount of the violation, and Residential Declarant or the Residential Association will have 60 days after receipt of such notice in which to correct such usury violation, if any, by either refunding such excess interest to a Residence Owner or crediting such excess interest against the obligation then owing by such Residence Owner to Residential Declarant or the Residential Association.

Section 13.7 Use of Number and Gender. Whenever used in this Residential Declaration, and unless the context will otherwise provide, the singular number will include the plural, the plural number will include the singular, and the use of any gender will include all genders.

Section 13.8 Governing Law. THE RESIDENTIAL GOVERNING DOCUMENTS ARE TO BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY ACTION

BROUGHT IN CONNECTION WITH THE RESIDENTIAL CONDOMINIUM WILL BE IN AUSTIN, TEXAS.

Section 13.9 Notice. All notices or other communications required or permitted to be given pursuant to this Residential Declaration must be in writing and will be considered as properly given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (b) by delivering same in person to the intended addressee, (c) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (d) by e-mail to the addressee as provided by such party. Notice so mailed will be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service will be effective upon delivery to such commercial delivery service; notice given by personal delivery will be effective only if and when received by the addressee; and notice given by other means will be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of Residential Declarant and the Residential Association will be as set forth below, the address of each Residence Owner will be the address of the Residence and the address of each Residential Mortgagee will be the address provided to the Residential Association; provided, however, that any party will have the right to change its address for notice hereunder to any other location within the continental United States by the giving of 30 days' notice to the Residential Association in the manner set forth herein:

Residential Declarant: Lantana Land Holdings LLC
303 Wildwood Drive
Fredericksburg, TX 78624
Attention: Robert Radovan and Mark Harmon
Email: mharmon@aubergepartners.com and
Rnikoradovan@gmail.com

Residential Association: The Estates at The Lantana Condominium Association, Inc.
303 Wildwood Drive
Fredericksburg, TX 78624
Attention: Robert Radovan and Mark Harmon
Email: mharmon@aubergepartners.com and
Rnikoradovan@gmail.com

Section 13.10 Estoppel Certificates. Each Residence Owner, from time to time but no more often than twice each calendar year, has the right to require the Residential Association (as to all items listed below) to deliver to the requesting Residence Owner a written statement addressed to the requesting Residence Owner and its Residential Mortgagee or purchaser of a Residence, as applicable, without payment of any fee or cost certifying: (a) this Residential Declaration is unmodified and in full force and effect (or if modified that this Residential Declaration as so modified is in full force and effect); (b) this Residential Declaration attached to the certificate is a true and correct copy of this Residential Declaration and all amendments hereto; (c) the date through which all Residential Assessments have been paid by the Residence Owner requested to provide the certificate and the Residence Owner requesting such certificate; (d) to the knowledge of the Residential Association, the requesting Residence Owner is not in default of any of its obligations under this Residential Declaration (or if the Residential Association knows the requesting Residence Owner to be in default, specifying the defaults and any remaining cure period, if any); (e) the Residential Association holds no then existing liens, other than the lien for unpaid Residential Assessments accrued and not yet payable, against the requesting Residence Owner's Residence and (f) such other matters as are reasonably requested by the requesting Residence Owner.

Section 13.11 Use of "The Lantana" Word or Mark. No Person may use the words "The Lantana" or any logo or derivative in any printed or promotional material, website, or other media without the prior written consent of Residential Declarant. However, Residence Owners may use the term "The Estates at The Lantana Condominium" where such term is used solely to specify that a Residence is located in the Residential Condominium and the Residential Association will be entitled to use the word "The Estates at The Lantana Condominium" in its name.

Section 13.12 Use of Hotel Unit Marks. EACH RESIDENCE OWNER, BY ACCEPTANCE OF THE DEED TO ITS RESIDENCE, HEREBY ACKNOWLEDGES AND AGREES THAT THE HOTEL UNIT MAY FROM TIME TO TIME BE OPERATED UNDER A REGISTERED TRADEMARK OF THE MANAGER OF THE HOTEL UNIT (THE "HOTEL BRAND") AND THAT NEITHER RESIDENTIAL DECLARANT, HOTEL UNIT OWNER, MASTER DECLARANT, THE MASTER ASSOCIATION, NOR THE RESIDENTIAL ASSOCIATION HAS ANY RIGHTS TO USE THE HOTEL BRAND EXCEPT AS EXPRESSLY PROVIDED IN A SEPARATE AGREEMENT AND THE HOTEL BRAND MAY BE TERMINATED OR MAY EXPIRE WITHOUT RENEWAL, IN WHICH CASE THE RESIDENTIAL PROPERTY WILL NOT BE IDENTIFIED AS THE HOTEL BRAND.

Section 13.13 Conversion of the Amenity Areas. The Residence Owners and the Residential Association agree and acknowledge that the Hotel Unit Owner has the right, in its sole and absolute discretion, to convert all or a portion of the Amenity Areas to Common Elements or Units in accordance with the Governing Documents. The conveyance of any portion of the Amenity Areas to the Residential Association shall be deemed accepted by the Residential Association without further action by the Residential Association. The Residential Association will accept conveyance or conversion of any portion of the Amenity Areas in its present, as-is, condition, subject any existing easements and encumbrances and any condition or requirements set forth in the conveyance instrument or conversion amendment, and unless otherwise provided by the conveyance instrument or conversion amendment, the Residential Association will assume all rights and obligations of the Hotel Unit Owner as it pertains thereto.

ARTICLE XIV

Provisions Applicable to Residential Mortgagees

Section 14.1 Notice To Residential Mortgagees. All Residential Mortgagees will be entitled to receive the following notices in writing from the Residential Association which notices will be sent promptly following the occurrence of the applicable event: (a) notice of any proposed action which requires the consent of Residential Mortgagees, which notice will be given not less than 30 days prior to the desired effective date of such action; (b) notice of default by a Residence Owner (the beneficial interest in which is held by that Residential Mortgagee) in the performance of such Residence Owner's obligations or delinquency in the payment of Residential Assessments, Residential Charges or Residential Governmental Impositions owed by Residential Declarant, which remain uncured for a period of 60 days; (c) notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond required to be maintained hereunder by the Residential Association or by any Residence Owner; (d) notice of any damage or destruction to or Residential Taking of any portion of the Residential Condominium that affects either a material portion of the Residential Property or any Residence the beneficial interest in which is held by that Residential Mortgagee, which notice will be given promptly upon the Residential Association's obtaining knowledge of such damage or destruction; (e) notice of any proposed payment to be made by any Person on behalf of a Residence Owner which pursuant to the terms of this Residential Declaration may result in a lien on such Residence Owner's Residence; (f) 60 days' notice prior to the Residential Association instituting any foreclosure action on any Residence (the beneficial interest of which is held by the Residential Mortgagee); and Residence owned by Residential

Declarant; (g) notice 30 days prior to the effective date of (i) any proposed material amendment to this Residential Declaration or the Residential Map, but not otherwise; (ii) any termination of an agreement for professional management of the Residential Association following any decision of the Residence Owners to assume self-management of the Residential Property, that has been brought before the Residential Association and (iii) any proposed termination of the Residential Condominium and (h) notice of all meetings of the members of the Residential Association.

Section 14.2 Cure Rights. Any Residential Mortgagee will have the right, but not the obligation, at any time prior to the termination of this Residential Declaration, and without payment of any penalty, to do any act or thing required of such Residential Mortgagee's borrower hereunder; and to do any act or thing which may be necessary or proper to be done in the performance and observance of the agreements, covenants and conditions hereof. All payments so made and all things so done and performed by any Residential Mortgagee will be effective to prevent a default under this Residential Declaration as the same would have been if made, done and performed by a Residence Owner instead of its Residential Mortgagee. Any event of default under this Residential Declaration which in the nature thereof cannot be remedied by a Residential Mortgagee will be deemed to be remedied if: (a) within 30 days after receiving written notice from the non-defaulting party setting forth the nature of such event of default, or prior thereto, the Residential Mortgagee will have acquired the property owned by the defaulting party (the "Acquired Property") or will have commenced foreclosure or other appropriate proceedings in the nature thereof, (b) the Residential Mortgagee diligently prosecutes any such proceedings to completion, (c) the Residential Mortgagee will have fully cured any default in the payment of any monetary obligations owed the non-defaulting party hereunder within such 30 day period and will thereafter continue to perform faithfully all such non-monetary obligations which do not require possession of the Acquired Property and (d) after gaining possession of the Acquired Property following a foreclosure or deed in lieu thereof, the Residential Mortgagee performs all other obligations of the defaulting party hereunder as and when the same are due.

Section 14.3 No Invalidity of Mortgage Lien. No violation of this Residential Declaration by, or enforcement of this Residential Declaration against, any party will impair, defeat or render invalid the lien of any Residential Mortgagee.

Section 14.4 Mortgagee Requirements. The Residential Association agrees to cooperate reasonably with any Residential Mortgagee in regard to the satisfaction of requests or requirements by such Residential Mortgagee; provided, however, such cooperation will be at the sole cost and expense of the requesting party, and provided, further, that no party will be deemed obligated to accede to any request or requirement that materially and adversely affects its rights under this Residential Declaration.

Section 14.5 Unpaid Residential Assessments. If any Residential Mortgagee obtains title to any Residence on which such Residential Mortgagee holds a mortgage encumbering such Residence, pursuant to judicial foreclosure or the powers provided in such mortgage, or deed in lieu thereof, such Residential Mortgagee will take title to such Residence free and clear of any claims for unpaid Residential Assessments or charges against such Residence which accrued prior to the time the Residential Mortgagee acquires title to such Residence, except as otherwise set forth in Article VII of this Residential Declaration.

Section 14.6 Books and Records. All Residential Mortgagees, upon written request, will have the right to (a) examine the books and records of the Residential Association, including current copies of the Residential Governing Documents and financial statements, during normal business hours, (b) require the Residential Association to submit an annual audited financial statement for the preceding fiscal year within 120 days of the end of the Residential Association's fiscal year, if one is available or have one prepared at the expense of such Residential Mortgagee if such statement is not otherwise

prepared by the Residential Association and (c) designate in writing a representative to attend all meetings of the members of the Residential Association.

Section 14.7 Priority of Rights. No provision of this Residential Declaration will be construed or applied to give any Residence Owner priority over any rights of any Residential Mortgagee in the case proceeds or awards are not applied to restoration but are distributed to Residence Owners in the case of a casualty loss or Residential Taking of, a Residence and/or Residential Common Element.

Section 14.8 Required Percentage. Any required percentage of Residential Mortgagees in this Residential Declaration means and refers to such percentage of the face amount of the indebtedness held by such Residential Mortgagees and not the number of such Residential Mortgagees.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Residential Declarant has duly executed this Residential Declaration on the day and year first above written.

RESIDENTIAL DECLARANT:

LANTANA LAND HOLDINGS LLC,
a Delaware limited liability company

By: LANTANA DEVELOPER, LLC,
a Texas limited liability company,
its Manager

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by _____, the _____ of LANTANA DEVELOPER, LLC, a Texas limited liability company, as Manager of LANTANA LAND HOLDINGS LLC, a Delaware limited liability company, on behalf of said entities.

[SEAL]

My Commission Expires:

Notary Public in and for the State of _____

Printed Name of Notary

List of Exhibits:

- Exhibit A – Legal Description of the Real Property
- Exhibit B – Residential Allocated Interests
- Exhibit C – Undivided Percentage Ownership in the Land
- Exhibit D – Residential Map

CONSENT AND SUBORDINATION¹

The undersigned, _____ ("Lender"), hereby consents to the filing of Residential Condominium Declaration for The Estates at The Lantana Condominium (the "Residential Declaration") and, subject to the terms and provisions of this Consent and Subordination, subordinates the lien and security interests of that certain [Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing] dated as of _____, 20____, by _____, a _____ ("Residential Declarant"), for the benefit of Lender, recorded under Document No. _____ of the Official Public Records of Gillespie County, Texas (the "Deed of Trust"), to the Residential Declaration; provided, however, this Consent and Subordination: (i) will not be construed or operate as a release of the lien and security interests of the Deed of Trust, but will instead confirm that the lien and security interests of the Deed of Trust will hereafter be upon and against each and all of the Residences (as such term is defined in the Residential Declaration) and all appurtenances thereto and all of the undivided shares and interests in the Residential General Common Elements (as such term is defined in the Residential Declaration) of the Condominium established by the Residential Declaration; (ii) will not release, subordinate, impair, or otherwise affect any and all rights Lender has under the Deed of Trust to succeed to the rights, powers, and authority of Residential Declarant under the Residential Declaration in the event of a foreclosure of the lien and security interests of the Deed of Trust; and (iii) will not modify or amend the terms and provisions of the Deed of Trust.

LENDER:

_____ ,
a _____

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2025, by _____, _____, of _____, a _____, on behalf of said _____.

[S E A L]

Notary Public, State of _____

My Commission Expires:

Printed Name of Notary Public

¹ TBD if necessary.

EXHIBIT A

Legal Description of the Real Property

The Residential Unit I of The Lantana Master Condominium, created pursuant to that certain Master Condominium Declaration for The Lantana Master Condominium recorded as Instrument No. _____ in the Real Property Records of Gillespie County, Texas (the "Master Declaration"), covering land located in Gillespie County, Texas as described in the Master Declaration; together with an undivided interest, appurtenant thereto, in and to the Common Elements (as defined in the Master Declaration) in the percentage designated on Exhibit B attached to the Master Declaration and the exclusive right to use the Limited Common Elements (as defined in the Master Declaration) appurtenant to the Residential Unit I (as more particularly described in the Master Declaration).

EXHIBIT B

Residential Allocated Interests

RESIDENCE	ACREAGE	SQUARE FEET	RESIDENTIAL ALLOCATED INTEREST**
E1	0.2636	11,482.20	2.32%
E2	0.2636	11,482.20	2.32%
E3	0.2591	11,286.61	2.28%
E4	0.2595	11,305.99	2.28%
E5	0.2158	9,400.00	1.90%
E6	0.2109	9,188.62	1.85%
E7	0.2148	9,355.30	1.89%
E8	0.2528	11,012.74	2.22%
E9	0.2597	11,314.49	2.28%
E10	0.2595	11,305.99	2.28%
E11	0.2507	10,922.15	2.20%
E12	0.2504	10,909.21	2.20%
E13	0.2158	9,400.00	1.90%
E14	0.2158	9,400.00	1.90%
E15	0.2108	9,180.81	1.85%
E16	0.2588	11,274.36	2.27%
E17	0.2443	10,639.82	2.15%
E18	0.2597	11,312.85	2.28%
E19	0.2078	9,053.22	1.83%
E20	0.2109	9,188.33	1.85%
E21	0.2600	11,325.47	2.29%
E22	0.2582	11,248.48	2.27%
E23	0.2636	11,482.20	2.32%
E24	0.2095	9,126.83	1.84%
E25	0.2099	9,144.09	1.84%
E26	0.2109	9,188.62	1.85%
E27	0.2062	8,980.36	1.81%
E28	0.2062	8,983.76	1.81%
E29	0.2595	11,305.99	2.28%
E30	0.2595	11,305.99	2.28%
E31	0.2595	11,305.99	2.28%
E32	0.2595	11,305.99	2.28%
E33	0.2595	11,305.99	2.28%
E34	0.2157	9,397.88	1.90%
E35	0.2083	9,074.00	1.83%
E36	0.2111	9,195.99	1.86%
E37	0.2425	10,564.70	2.13%
E38	0.2595	11,305.99	2.28%
E39	0.2154	9,384.82	1.89%

RESIDENCE	ACREAGE	SQUARE FEET	RESIDENTIAL ALLOCATED INTEREST**
E40	0.2595	11,305.99	2.28%
E41	0.2580	11,237.99	2.27%
S1	0.1681	7,323.37	1.48%
S2	0.1876	8,173.73	1.65%
S3	0.1806	7,865.72	1.59%
S4	0.1802	7,850.14	1.58%
S5	0.1762	7,673.37	1.55%
S6	0.1716	7,474.00	1.51%
S7	0.1816	7,912.00	1.60%
S8	0.1764	7,684.57	1.55%
S9	0.1799	7,834.50	1.58%
TOTALS	11.3785	495683.4100	100.00%

EXHIBIT C

Undivided Percentage Ownership in the Land

RESIDENCE	PERCENTAGE OF OWNERSHIP IN THE LAND
E1	0.74%
E2	0.74%
E3	0.73%
E4	0.73%
E5	0.61%
E6	0.59%
E7	0.60%
E8	0.71%
E9	0.73%
E10	0.73%
E11	0.71%
E12	0.70%
E13	0.61%
E14	0.61%
E15	0.59%
E16	0.73%
E17	0.69%
E18	0.73%
E19	0.58%
E20	0.59%
E21	0.73%
E22	0.73%
E23	0.74%
E24	0.59%
E25	0.59%
E26	0.59%
E27	0.58%
E28	0.58%
E29	0.73%
E30	0.73%
E31	0.73%
E32	0.73%
E33	0.73%
E34	0.61%
E35	0.59%
E36	0.59%
E37	0.68%
E38	0.73%
E39	0.61%

RESIDENCE	PERCENTAGE OF OWNERSHIP IN THE LAND
E40	0.73%
E41	0.73%
S1	0.47%
S2	0.53%
S3	0.51%
S4	0.51%
S5	0.50%
S6	0.48%
S7	0.51%
S8	0.50%
S9	0.51%
TOTAL	32.02%

EXHIBIT D
Residential Map

[The Residential Map Follows this Cover Page]

CONDOMINIUM PLAT ESTABLISHING
**THE ESTATES AT THE
LANTANA CONDOMINIUM**

GILLESPIE COUNTY, TEXAS.

BEING PART OF THAT 106.89 ACRES OF LAND
DESCRIBED IN A WARRANTY DEED TO
WINE COUNTRY HOSPITALITY PARTNERS, LLC.,
BY JUDY KAY FELLER, ET AL., DATED JULY 8, 2022,
FOUND OF RECORD IN INSTRUMENT NO. 20225100 OF
THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS.

PROPERTY DESCRIPTION

BEING ALL OF THE RESIDENTIAL UNIT 1 OF THE LANTANA MASTER CONDOMINIUM, CREATED PURSUANT TO THAT CERTAIN MASTER CONDOMINIUM DECLARATION FOR THE LANTANA MASTER CONDOMINIUM TO BE RECORDED IN THE REAL PROPERTY RECORDS OF GILLESPIE COUNTY, TEXAS, SITUATED ON THE REAL PROPERTY DESCRIBED BELOW:

LAND DESCRIPTION

BEING 106.89 ACRES OF LAND SITUATED IN THE WM. H. ANDERSON SURVEY NO. 197, ABSTRACT NO. 2, GILLESPIE COUNTY, TEXAS, COMPRISED OF THOSE 106.73 ACRE AND 0.16 ACRE TRACTS OF LAND IN DESCRIBED IN A WARRANTY DEED TO WINE COUNTRY HOSPITALITY PARTNERS, LLC., BY JUDY KAY FELLER, ET AL., DATED JULY 8, 2022, FOUND OF RECORD IN INSTRUMENT NO. 20225100 OF THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS.

SAID 106.89 ACRE TRACT OF LAND IS DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:
BEGINNING AT A ½ INCH REBAR FOUND SET IN THE SOUTH LINE OF GOEHMANN LANE (COUNTY ROAD); FOR THE N.E. CORNER OF LOT NO. 36, OAK TERRACE, PLAT FOUND OF RECORD IN VOLUME 64, PAGES 336-338 OF SAID OFFICIAL PUBLIC RECORDS AND THAT 0.45 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE TO JONATHAN D. CRENWELGE, FOUND OF RECORD IN VOLUME 225, PAGE 136 OF SAID OFFICIAL PUBLIC RECORDS, FOR THE N.W. CORNER OF THIS TRACT OF LAND;

THENCE WITH THE OCCUPIED SOUTH LINE OF SAID GOEHMANN LANE ALONG THE GENERAL COURSE OF A FENCE, AS FOLLOWS:

89 DEG. 49 MIN. 52 SEC. E., CROSSING BARONS CREEK, 220.65 FEET TO AN EAST PIPE GATE POST;
88 DEG. 52 MIN. 37 SEC. E., 353.03 FEET TO A PINE CORNER POST;
89 DEG. 20 MIN. 57 SEC. E., 469.18 FEET TO A 1/2-INCH REBAR FOUND AT A PINE CORNER POST FOR A NORTHERLY CORNER OF THIS TRACT OF LAND;

THENCE CONTINUING WITH THE OCCUPIED SOUTH LINE OF SAID GOEHMANN LANE, N. 89 DEG. 25 MIN. 30 SEC. E., ALONG THE GENERAL COURSE OF A FENCE AND CROSSING A PAVED DRIVEWAY, 1,284.58 FEET TO AN EAST PIPE GATEPOST FOR THE N.W. CORNER OF A 45.1 ACRE TRACT DESCRIBED IN A CONVEYANCE TO DM401 PROPERTIES, LLC., FOUND OF RECORD IN INSTRUMENT NO. 20205954 OF SAID OFFICIAL PUBLIC RECORDS, FOR THE N.E. CORNER OF THIS TRACT OF LAND;

THENCE ALONG THE GENERAL MEANDERS OF FENCE WITH THE WEST LINE OF SAID 45.1 ACRE TRACT, S. 00 DEG. 39 MIN. 42 SEC. E., 2,080.95 FEET TO 1/2-INCH REBAR FOUND AT A FENCE CORNER FOR THE N.W. CORNER OF A 19.09 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE TO MICHAEL W. BRADEN, ET UX., FOUND OF RECORD IN VOLUME 437, PAGE 886 OF SAID OFFICIAL PUBLIC RECORDS (SAID 19.09 ACRE TRACT BEING LOT NO.8R, COUNTRYSIDE, PLAT FOUND OF RECORD IN VOLUME 3, PAGE 18 OF THE PLAT RECORDS OF GILLESPIE COUNTY, TEXAS);

THENCE CONTINUING IN A SOUTHERLY DIRECTION WITH THE WEST LINE OF SAID LOT NO. 8R, S. 0 DEG. 40 MIN. 10 SEC. E., ALONG THE GENERAL COURSE OF A FENCE, CROSSING A RIGHT-OF-WAY EASEMENT DESCRIBED IN A CONVEYANCE TO CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., FOUND OF RECORD IN VOLUME 85, PAGES 373-374 OF SAID OFFICIAL PUBLIC RECORDS, IN ALL 771.14 FEET TO A SOUTH PIPE GATE POST FOR THE E.N.E. CORNER OF THE CITY OF FREDERICKSBURG'S CITY FARM SUBDIVISION, LOT 2 (A 144.25 ACRE TRACT OF LAND), FOUND OF RECORD IN VOLUME 7, PAGE 65 OF SAID PLAT RECORDS, FOR THE S.E. CORNER OF THIS TRACT OF LAND;

THENCE WITH THE NORTHERLY LINES OF SAID CITY FARM SUBDIVISION LOT 2 TRACT, AND WITH THE SOUTHERLY LINE OF THIS TRACT, AS FOLLOWS:

82 DEG. 41 MIN. 15 SEC. W., AT 163.73 FEET PASSING AN OCCUPATIONAL PIPE FENCE CORNER POST AND CONTINUING A PROJECTED LINE THEREOF, IN ALL 205.13 FEET TO A 1/2-INCH REBAR FOUND NEAR THE EASTERLY BANK OF BARONS CREEK;
9 DEG. 04 MIN. 30 SEC. W., 292.91 FEET TO A 1/2-INCH REBAR FOUND AT A PIPE FENCE CORNER POST;
16 DEG. 30 MIN. 00 SEC. W., CROSSING PREVIOUSLY SAID ELECTRIC RIGHT-OF-WAY EASEMENT, 358.15 FEET TO A 1/2-INCH REBAR FOUND AT A PIPE FENCE CORNER POST;
78 DEG. 01 MIN. 41 SEC. W., CROSSING BARONS CREEK, 631.29 FEET TO A 1/2-INCH REBAR FOUND AT AN OLD CEDAR FENCE CORNER POST;
77 DEG. 56 MIN. 45 SEC. W., 147.82 FEET TO A 1/2-INCH REBAR FOUND AT AN OLD CEDAR FENCE CORNER POST;
77 DEG. 32 MIN. 55 SEC. W., 254.74 FEET TO A 1/2-INCH REBAR FOUND;
40 DEG. 43 MIN. 44 SEC. W., 182.29 FEET TO A 1/2-INCH REBAR FOUND AT A PIPE FENCE CORNER POST FOR A NORTH CORNER FOR A REENTRANT CORNER OF THIS TRACT OF LAND;

THENCE CONTINUING WITH THE NORTH LINE OF SAID CITY FARM SUBDIVISION, LOT 2, AS FOLLOWS:
61 DEG. 37 MIN. 27 SEC. W., 68.74 FEET TO A 1/2-INCH REBAR FOUND (CAPPED: BONN 4447) AT AN OLD CEDAR POST;
26 DEG. 35 MIN. 31 SEC. W., 41.71 FEET TO A 1/2-INCH REBAR FOUND (CAPPED: BONN 4447) IN THE APPROXIMATE EASTERLY RIGHT-OF-WAY LINE OF OLD HIGHWAY NO. 20, FOR A S.W. CORNER OF SAID 106.73 ACRE TRACT AND THE EAST CORNER OF SAID 0.16 ACRE TRACT;

THENCE S. 26 DEG. 25 MIN. 14 SEC. W., 52.54 FEET TO A 1/2-INCH REBAR FOUND (CAPPED: BONN 4447) IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF E. MAIN STREET (U.S. HIGHWAY NO. 290) FOR THE SOUTH CORNER OF SAID 0.16 ACRE TRACT, AND THE MOST SOUTHEASTERLY CORNER OF THIS TRACT OF LAND;

THENCE WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF E. MAIN STREET (U.S. HIGHWAY NO. 290) ALONG THE ARC CURVE TO THE LEFT HAVING A RADIUS OF 1970.13 FEET, IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 404.70 FEET (LC BEARS N. 39 DEG. 31 MIN. 58 SEC. W. 403.99 FEET) TO A ½ INCH REBAR FOUND (CAPPED: BONN 4447) IN SAID RIGHT-OF-WAY FOR THE NORTH CORNER OF SAID 0.16 ACRE TRACT;

THENCE CONTINUING WITH SAID NORTHEASTERLY RIGHT-OF-WAY, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1969.86 FEET, IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 146.18 FEET (LC BEARS N. 47 DEG. 26 MIN. 27 SEC. W., 146.15 FEET) TO A POINT FOR THE SOUTH CORNER OF LOT NO. 2, BARONS CREEK P.U.D., PLAT FOUND OF RECORD IN VOLUME 2, PAGE 136 OF SAID PLAT RECORDS, FOR A WEST CORNER OF THIS TRACT OF LAND, FROM WHICH A 1/2-INCH REBAR FOUND SET ON THE EASTERLY SIDE OF A 48-INCH LIVE OAK TREE BEARS, N. 47 DEG. 53 MIN. 12 SEC. E., 0.24 FEET;

THENCE WITH THE S.E. LINE OF SAID LOT NO. 2, N. 47 DEG. 53 MIN. 12 SEC. E., 111.29 FEET TO A 1/2-INCH REBAR FOUND SET AT A CEDAR FENCE CORNER POST FOR THE EAST CORNER OF SAID LOT NO. 2, FOR A REENTRANT CORNER OF THIS TRACT OF LAND;

THENCE WITH THE EASTERLY LINES OF SAID LOT. NO. 2, AND LOT NO. 1BB-RR-AR AND LOT NO. 1BB-RR-BR, BARONS CREEK P.U.D., PLAT FOUND OF RECORD IN VOLUME 4, PAGE 167, OF SAID PLAT RECORDS, AND LOT NO. 1BA-RR, BARONS CREEK P.U.D., FOUND OF RECORD IN VOLUME 3, PAGE 68, OF SAID PLAT RECORDS, N. 27 DEG. 45 MIN. 14 SEC. W. 987.67 FEET TO A 1/2-INCH REBAR FOUND AT A PIPE FENCE CORNER POST, FOR THE N.E. CORNER OF SAID LOT NO. 1BA-RR, BARONS CREEK, P.U.D., FOR THE S.E. CORNER OF THAT 3.00 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE TO BTC RANCH, LLC., FOUND OF RECORD IN INSTRUMENT NO. 20184687 OF SAID OFFICIAL PUBLIC RECORDS, FOR A CORNER IN THE WEST LINE OF THIS TRACT OF LAND;

THENCE WITH THE EASTERLY LINE OF SAID 3.00 ACRE TRACT, N. 27 DEG. 38 MIN. 39 SEC. W., 235.58 FEET TO A PIPE FENCE CORNER POST FOR THE N.E. CORNER OF SAID 3.00 ACRE TRACT, IN THE SOUTH LINE OF THAT 0.48 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE TO CASSANDRA SCHOESSOW, FOUND OF RECORD IN INSTRUMENT NO. 20140124 OF SAID OFFICIAL PUBLIC RECORDS AND BEING IN THE SOUTH LINE OF LOT NO. 32, OF SAID OAK TERRACE, FOR A N.W. CORNER OF THIS TRACT OF LAND;

THENCE WITH THE SOUTH LINES OF SAID 0.48 ACRE TRACT AND LOT NO. 32, N. 89 DEG. 34 MIN. 14 SEC. E., 99.27 FEET TO A PIPE CORNER POST, FOR THE S.E. CORNERS OF SAID 0.48 ACRE TRACT & SAID LOT NO. 34, FOR A REENTRANT CORNER OF THIS TRACT OF LAND;

THENCE, N. 7 DEG. 02 MIN. 26 SEC. W., WITH THE EAST LINE OF SAID OAK TERRACE, AT 161.88 FEET PASSING THE SOUTH LINE OF BEVERLY DRIVE AND THE N.E. CORNER OF THAT SAID 0.48 ACRE SCHOESSOW TRACT, CONTINUING ON SAME BEARING WITH THE EAST LINE OF THE JONATHAN D. CRENWELGE TRACTS (BEING COMPRISED OF A 12,319 SQUARE FEET TRACT DESCRIBED IN VOLUME 359, PAGE 728 DEED RECORDS, A 20,588 SQUARE FEET TRACT DESCRIBED IN VOLUME 359, PAGE 725 OF SAID OFFICIAL PUBLIC RECORDS, AND THAT 0.45 ACRE TRACT DESCRIBED ON VOLUME 225, PAGE 136 OF SAID OFFICIAL PUBLIC RECORDS), IN ALL 535.38 FEET TO THE PLACE OF BEGINNING, CONTAINING 106.89 ACRES OF LAND.

CONDOMINIUM SUB-UNITS - IDENTIFICATION TABLE

UNIT DESCRIPTION	HATCH PATTERN
RESIDENTIAL UNIT 1 ("I")	
NOT PART OF THIS RESIDENTIAL MAP	
RESIDENTIAL GENERAL COMMON ELEMENTS	(NOT HATCHED)

GENERAL NOTES

- ABOVE GROUND STRUCTURES AND UNDERGROUND UTILITIES, PIPELINES, SPRINKLER SYSTEM AND HEADS, VALVES, HAND-HOLES, PEDESTALS, AND OTHER IMPROVEMENTS THAT MAY EXIST, ARE NOT SHOWN HEREON.
- THIS PROPERTY SHOWN HEREON APPEARS TO BE PARTIALLY LOCATED WITHIN ZONE "AE" , WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION FLOOD MAP, PANEL NO. 48171C0288C, WITH AN EFFECTIVE DATE OCTOBER 19, 2001.
- BEARINGS, DISTANCES AND AREA SHOWN HEREON ARE "GRID" DERIVED FROM GPS POSITIONING AND REPORTED IN THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE OF THE NORTH AMERICAN DATUM 1983 (NAD83(2024)). "NORTH" IS REFERENCED TO GRID NORTH (UNLESS NOTED OTHERWISE).
- BENCHMARK (N.G.S. BENCHMARK) NAMED "F464", FOUND AND REFERENCED WITH AN OBSERVED (MEASURED) ORTHOMETRIC ELEVATION OF 1617.86 FEET ABOVE MEAN SEA LEVEL (A.M.S.L.), WITH STATE PLANE GRID COORDINATE VALUES AT N: 10060117.07, E: 2764830.07. REFER TO CONDOMINIUM NOTE No.5 (THIS SHEET).
- ALL FUTURE CONSTRUCTION MUST ADHERE TO SETBACKS SHOWN OR THE CURRENT ZONING AT THAT TIME, WITH EXCEPTION TO THE ADOPTION AND APPROVAL OF A PLANNED UNIT DEVELOPMENT (P.U.D.) AND/OR CONDITIONAL USE PERMITS GRANTED, AND THE TERMS ESTABLISHED THEREIN.
- EXISTING PRIVATE WATER WELLS (IF ANY) CANNOT BE INTERCONNECTED TO THE CITY OF FREDERICKSBURG PUBLIC WATER SYSTEM.

TITLE COMMITMENT NOTES

- THERE ARE NO OBSERVED INTRUSIONS OR PROTRUSIONS OF IMPROVEMENTS ACROSS THE BOUNDARY LINES OF THIS TRACT OF LAND OR INTO ANY OF THOSE DEFINED EASEMENTS OR BUILDING SETBACKS, VISIBLE OR APPARENT ON THE GROUND, EXCEPT AS SHOWN HEREON. THE EASEMENTS, SETBACKS, AND RESTRICTIONS SHOWN HEREON ARE LISTED IN HILL COUNTRY TITLES, LLC'S COMMITMENT FOR TITLE INSURANCE G.F. NO. 225-586, EFFECTIVE MAY 26, 2025, 8:00AM, AND ISSUED MAY 28, 2025, 9:40AM, AS PROVIDED TO ME BY HILL COUNTRY TITLES, LLC.
- REFERENCE IS MADE TO ACCOMPANYING METES AND BOUNDS DESCRIPTION OF EVEN DATE, AS SHOWN HEREON.
- THIS SURVEY DOES NOT CONSTITUTE AN ABSTRACT OF TITLE BY THE SURVEYOR AND THE SURVEYOR MAKES NO REPRESENTATION AS TO THE CONDITION OF TITLE. THE EXCEPTIONS FROM COVERAGE INCLUDED ON SCHEDULE "B" OF THE TITLE COMMITMENT PERTAINING TO "AFFECTING EASEMENTS", SET BACK LINES, INTRUSIONS OR PROTRUSIONS (THAT ARE SPECIFICALLY LOCATABLE) ARE SHOWN HEREON.
- "AFFECTING EASEMENTS" IS QUALIFIED AS BEING BASED ONLY ON AN OBJECTIVE ASSESSMENT OF WHERE THE EASEMENT PLOTS PURSUANT TO THE GRANTING INSTRUMENT. ADDITIONAL NOTES CONCERNING THE EXCEPTIONS FROM COVERAGE INCLUDED ON SCHEDULE "B", AS FOLLOWS:

ITEM 1. RIGHT-OF-WAY EASEMENT (RESTRICTIONS BY UTILITY)
VOLUME 85, PAGES 358-359, D.R. (SHOWN HEREON)

ITEM 10.A EASEMENT AND RIGHT-OF-WAY (C.P.&L. Co., UTILITY)
VOLUME 47, PAGES 353-354, D.R. (UNDEFINED EASEMENT)

ITEM 10.B RIGHT-OF-WAY EASEMENT (C.T.E.C., INC., UTILITY)
VOLUME 85, PAGES 358-359 D.R. (UNDEFINED EASEMENT)

ITEM 10.B RIGHT-OF-WAY EASEMENT (C.T.E.C. INC., UTILITY)
VOLUME 85, PAGES 373-374, D.R. (UNDEFINED WIDTH, BUILDING SETBACK RESTRICTIONS, SEE ITEM NO. 1 ABOVE).
NOTE: THE WIDTH OF THIS EASEMENT IS UNDEFINED IN VOLUME 85, PAGES 373-374 D.R. THE EASEMENT WAS LATER ASSIGNED TO THE LOWER COLORADO RIVER AUTHORITY (L.C.R.A.) BY INSTRUMENT NO. 20194574, O.P.R. L.C.R.A. SUGGEST THAT A 100-FOOT-WIDE EASEMENT IN NECESSARY, 50' EITHER SIDE OF CENTERLINE OF THE AS-CONSTRUCTED ELECTRIC TRANSMISSION LINE.

ITEM 10.D EASEMENT AND RIGHT-OF-WAY (T.S.S.T.E. COOP. Co., UTILITY)
VOLUME 89, PAGES 47-48, D.R. (UNDEFINED)

CERTIFICATION OF SURVEYOR

THE STATE OF TEXAS §
COUNTY OF GILLESPIE §

THE PLATS, ATTACHED HERETO, CONTAIN THE INFORMATION REQUIRED BY SECTIONS 82.052 AND 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT, AS APPLICABLE.

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6454 IN THE STATE OF TEXAS, HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND ABILITY THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND MAY 29, 2025.
PLAT WAS PREPARED ON _____, 2025.

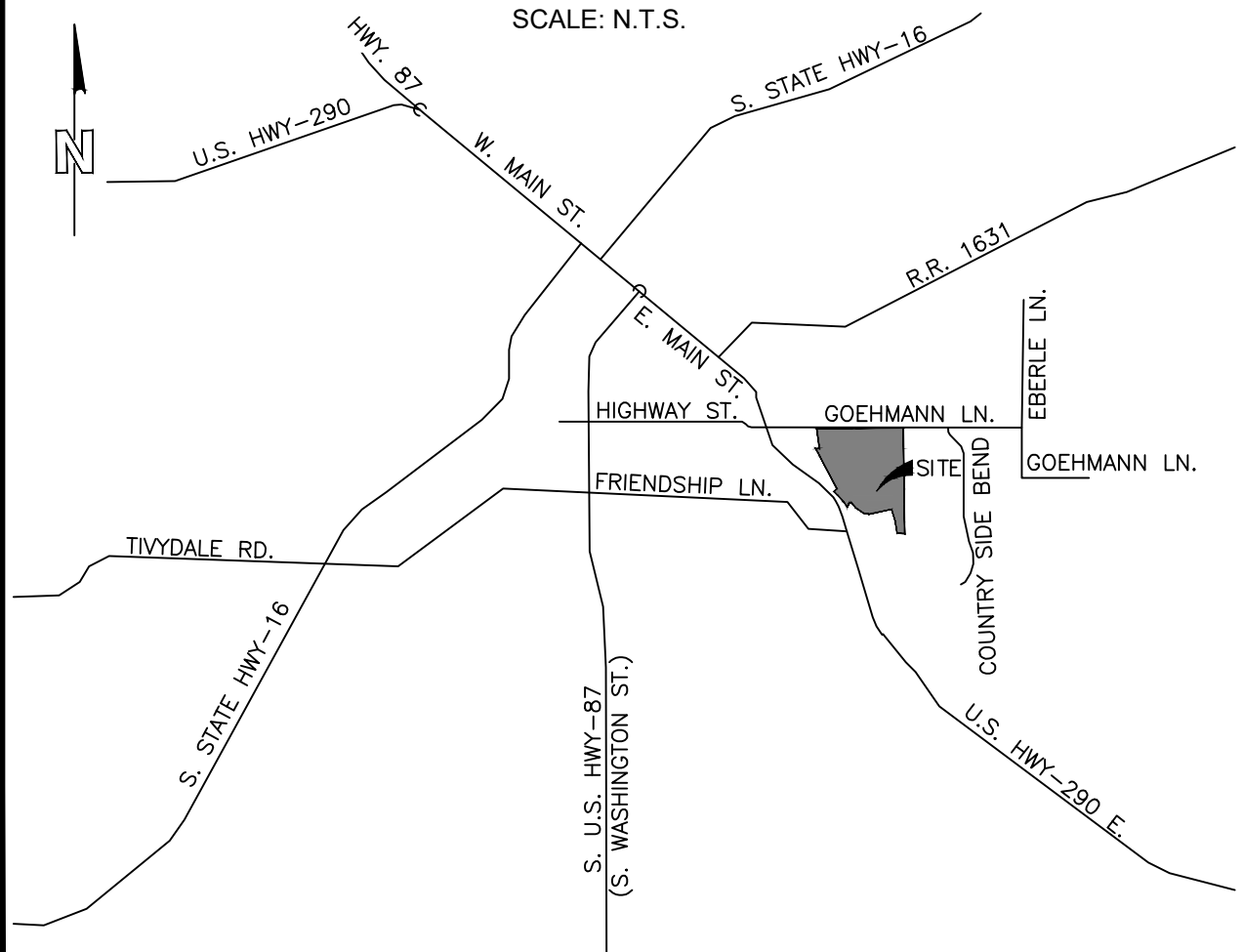
DATE _____
CODY J. MUSICK
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6454

WAYMAKER
LAND ADVISORS & SURVEYORS
1788 WEST LIVE OAK STREET
FREDERICKSBURG, TEXAS 78624
830-997-3884
WAYMAKERLAND.COM
TBPELS FIRM NO. 10194626

PRELIMINARY
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DATE: 06 / 04 / 2025

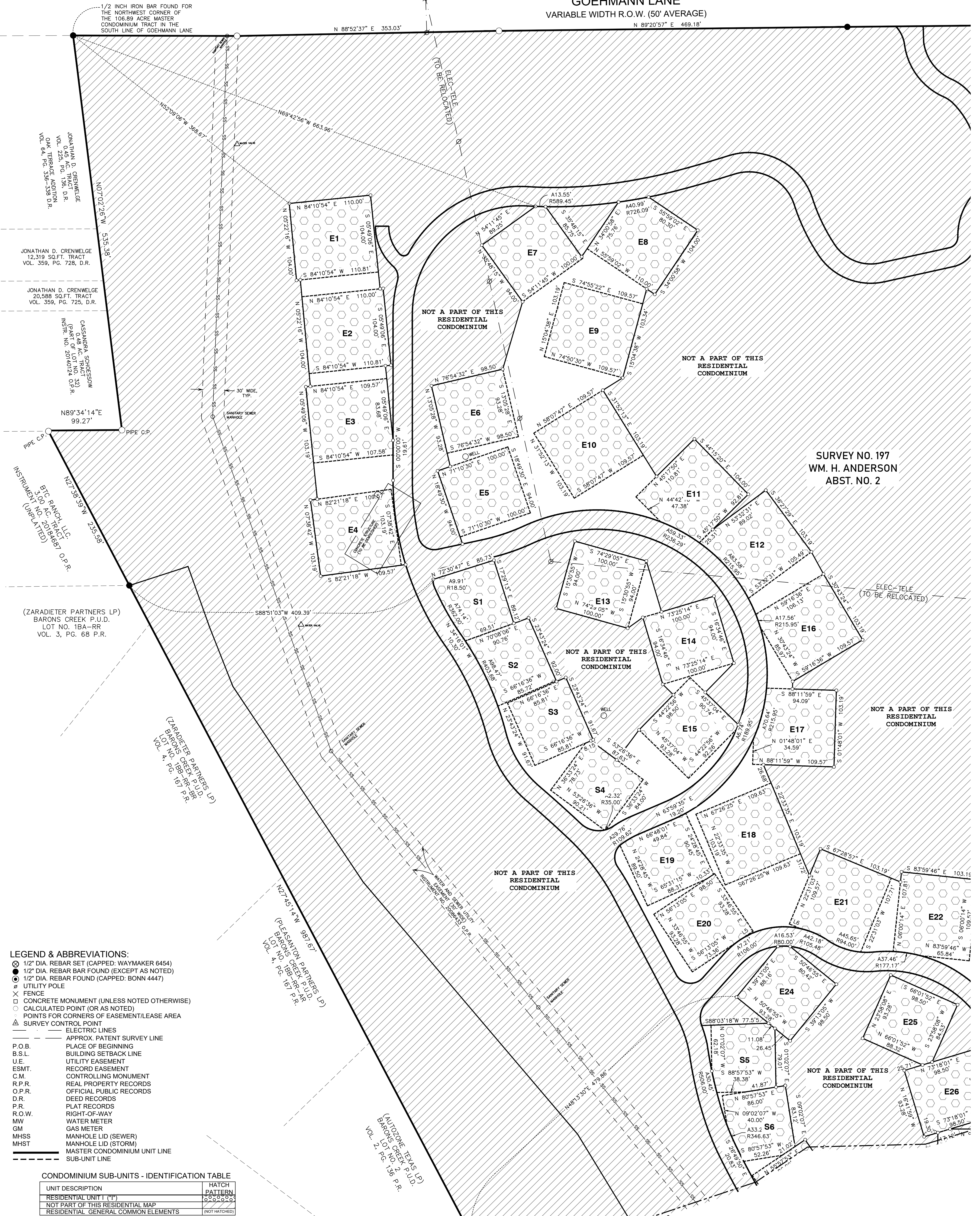
LOCATION MAP

SCALE: N.T.S.



CONDOMINIUM PLAT ESTABLISHING
**THE ESTATES AT THE
LANTANA CONDOMINIUM**
GILLESPIE COUNTY, TEXAS.

GOEHMANN LANE
VARIABLE WIDTH R.O.W. (50' AVERAGE)



SURVEY NO. 197
WM. H. ANDERSON
ABST. NO. 2

LEGEND & ABBREVIATIONS:

- 1/2" DIA. REBAR SET (CAPPED: WAYMAKER 6454)
- 1/2" DIA. REBAR BAR FOUND (EXCEPT AS NOTED)
- 1/2" DIA. REBAR FOUND (CAPPED: BONN 4447)
- UTILITY POLE
- FENCE
- CONCRETE MONUMENT (UNLESS NOTED OTHERWISE)
- CALCULATED POINT (OR AS NOTED)
- POINTS FOR CORNERS OF EASEMENT/LEASE AREA
- SURVEY CONTROL POINT
- ELECTRIC LINES
- APPROX. PATENT SURVEY LINE
- P.O.B. PLACE OF BEGINNING
- B.S.L. BUILDING SETBACK LINE
- U.E. UTILITY EASEMENT
- ESMT. RECORD EASEMENT
- C.M. CONTROLLING MONUMENT
- R.P.R. REAL PROPERTY RECORDS
- O.P.R. OFFICIAL PUBLIC RECORDS
- D.R. DEED RECORDS
- P.R. PLAT RECORDS
- R.O.W. RIGHT-OF-WAY
- MW WATER METER
- GM GAS METER
- MHSS MANHOLE LID (SEWER)
- MHST MANHOLE LID (STORM)
- MASTER CONDOMINIUM UNIT LINE
- SUB-UNIT LINE

CONDOMINIUM SUB-UNITS - IDENTIFICATION TABLE

UNIT DESCRIPTION	HATCH PATTERN
RESIDENTIAL UNIT 1 ("I")	
NOT PART OF THIS RESIDENTIAL MAP	
RESIDENTIAL GENERAL COMMON ELEMENTS	(NOT HATCHED)

LINE	SUB-UNIT	LINE	TABLE
L1	S 82°35'28" W	23.00'	
L2	S 07°24'32" E	13.50'	
L3	S 82°35'28" W	20.00'	
L4	N 07°24'32" W	58.24'	
L5	N 29°00'00" W	84.91'	
L6	N 58°49'27" E	7.77'	
L7	S 01°42'02" E	21.61'	
L8	S 77°36'08" W	95.46'	
L9	S 73°02'29" W	28.71'	

SUB-UNIT BOUNDARY NOTES:

- WHERE ADDITIONAL CURVE OR LINE SEGMENT DATA IS NEEDED, REFER TO THE MASTER CONDOMINIUM FILING FOR "THE LANTANA MASTER CONDOMINIUM" (MORE SPECIFICALLY, TO THE "GENERAL COMMON ELEMENTS MAP" SHEET).
- ALL SUB-UNITS CAN BE TIED TO CORNERS OF RECORD BOUNDARY BY PLOTTING THE CORRESPONDING MASTER UNITS PERIMETER BOUNDARY.

PRELIMINARY

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DATE: 06 / 04 / 2025

**THE ESTATES AT THE
LANTANA CONDOMINIUM
SUB-UNIT MAP**

CONDOMINIUM PLAT ESTABLISHING
**THE ESTATES AT THE
LANTANA CONDOMINIUM**
GILLESPIE COUNTY, TEXAS.



CITY FARM SUBDIVISION
LOT 2 (144.25 AC.)
VOL. 7, PG. 65, P.R.
(ALSO REFER:
26 AC. TRACT
VOL. 71, PG. 179-181 D.R.)

LEGEND & ABBREVIATIONS:

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- 1/2" DIA. REBAR BAR FOUND (EXCEPT AS NOTED)
- 1/2" DIA. REBAR FOUND (CAPPED: BONN 4447)
- UTILITY POLE
- FENCE
- CONCRETE MONUMENT (UNLESS NOTED OTHERWISE)
- CALCULATED POINT (OR AS NOTED)
- POINTS FOR CORNERS OF EASEMENT/LEASE AREA
- SURVEY CONTROL POINT
- ELECTRIC LINES
- APPROX. PATENT SURVEY LINE
- PLACE OF BEGINNING
- BUILDING SETBACK LINE
- UTILITY EASEMENT
- RECORD EASEMENT
- CONTROLLING MONUMENT
- REAL PROPERTY RECORDS
- OFFICIAL PUBLIC RECORDS
- DEED RECORDS
- PLAT RECORDS
- RIGHT-OF-WAY
- WATER METER
- GAS METER
- MANHOLE LID (SEWER)
- MANHOLE LID (STORM)
- MASTER CONDOMINIUM UNIT LINE
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- ALL SUB-UNITS CAN BE TIED TO CORNERS OF RECORD BOUNDARY BY PLOTTING THE CORRESPONDING MASTER UNITS PERIMETER BOUNDARY.

LINK	BEARING	DISTANCE
L1	S 82°35'28" W	23.00'
L2	S 07°24'32" E	13.50'
L3	S 82°35'28" W	20.00'
L4	N 07°24'32" W	58.24'
L5	N 23°00'00" W	84.91'
L6	N 58°49'27" E	7.77'
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**THE ESTATES AT THE
LANTANA CONDOMINIUM
SUB-UNIT MAP**