

EXHIBIT C

MASTER CONDOMINIUM DECLARATION AND MASTER MAP

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

DRAFT

Upon Recording: Return to:

Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201
Attention: Jeanne Caruselle Katz, Esq.

MASTER CONDOMINIUM DECLARATION
FOR
THE LANTANA MASTER CONDOMINIUM

Made and Established on _____, 2025

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MASTER CONDOMINIUM DECLARATION FOR
THE LANTANA MASTER CONDOMINIUM

This Master Condominium Declaration for The Lantana Master Condominium is made and established effective as of _____, 2025, by Declarant.

RECITALS:

- A. Declarant is the fee simple owner of the Property.
- B. Declarant desires to create the Condominium pursuant to the provisions of the Act.
- C. Declarant intends hereby to establish a plan for the individual ownership of estates in real property consisting of the Units and the appurtenant undivided interests in the Common Elements.
- D. Declarant desires to provide for the unified development of the Condominium and, in accordance with such desires, Declarant reserves all Development Rights and Special Declarant Rights as set forth in this Master Declaration.

NOW, THEREFORE, Declarant does hereby submit the Property to the provisions of the Act and the 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 will be deemed to run with the Property and will be a burden and benefit to Declarant, the Master Association, the Owners, the Sub-Unit Owners and their respective heirs, legal representatives, successors and assigns:

ARTICLE I

Definitions

Section 1.1 Terms Defined. As used in this Master Declaration, the following terms have the meanings set forth below:

"ACC." The architectural control committee as defined in Section 3.5(b) of this Master Declaration.

"Access Easement." An easement as more particularly described in Section 3.8(a) of this Master Declaration.

"Acquired Property." As defined in Section 12.3 of this Master Declaration.

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

"Additional Assessments." Assessments established by the Master Association to cover sums owed to the Master Association by one or more Owners or owed to one Owner by one or more other Owners, pursuant to the Governing Documents.

"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.

"Allocated Interest." Individually, the undivided interest of each Owner in the Common Elements and the Common Expenses allocated to each Unit as described on Exhibit B attached to this Master Declaration (except as Common Expenses may otherwise be allocated pursuant to the Allocation Document), or as may be reallocated in accordance with the Reallocation Percentages, as required from time to time, pursuant to the provisions of this Master Declaration, and collectively, the "Allocated Interests."

"Allocation Budget." As defined in Section 7.2 of this Master Declaration.

"Allocation Document." The document entitled "The Lantana Master Condominium Maintenance and Expense Allocations" executed by Declarant and which is incorporated herein by reference for all purposes, as amended from time to time.

"Amenity Area." Certain portions of the Hotel Unit designated by the Owner of the Hotel Unit for use by the other the Owners and the Sub-Unit Owners from time to time.

"Amenity Assessment." As defined in Section 7.3 of this Master Declaration.

"Amenity Costs." The costs and expenses as may be incurred with respect to the proper maintenance, care, repair, operation (including Condominium-wide social media, holiday lighting and decorations, programming, events, and other amenities consistent with the Maintenance Standard and the Project Standard), administration, and management of the Amenity Areas, including utility costs, security, pest control, insurance, management fees, administrative costs, and reserves for repairs, capital repairs, replacements or additions to the Amenity Areas and any other costs and expenses relating to the exercise of the Amenity Rights.

"Amenity Easement." An easement as more particularly described in Section 3.8(c) of this Master Declaration.

"Amenity Rights." Rights reserved for the benefit of the Hotel Unit Owner to: (a) remove any Improvements in the Amenity Areas; (b) relocate any Improvements in the Amenity Areas to any other location within the Hotel Unit; (c) install any Improvements within the Hotel Unit as determined by the Hotel Unit Owner; (d) hire or contract for the services of a third party as may be necessary to manage the Amenity Areas and to enforce the restrictions set forth herein and in any other Governing Document relating to the Amenity Areas; (e) convert any portion of the Amenity Areas to part of a Unit or Common Elements; (f) take any other action in relation to the Amenity Areas as determined by the Hotel Unit Owner in the ordinary course of the Hotel Unit Owner's operation of the Hotel Unit; and (g) cause the Master Association to use funds collected from Assessments or reserves or to levy Special Assessments to pay for any Amenity Costs in accordance with this Master Declaration.

"Architectural Reviewer." The party holding the rights to approve Improvements within the Property; which will be Declarant or its Designee until the expiration or earlier termination of the Development Period. Upon the expiration or earlier termination of the Development Period, the rights of the Architectural Reviewer will automatically be transferred to the Master Association or an ACC, as set forth in Section 3.5 of this Master Declaration.

"Assessments." The Monthly Assessments, Special Assessments, Additional Assessments, and Amenity Assessments.

"Balcony Area." All areas within exterior balconies, patio areas or terraces that are part of a Unit or any Sub-Units or that are Limited Common Elements appurtenant to a Unit or any Sub-Units.

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

"Buildings." The buildings located on the Land and all elements thereof, each a "Building".

"Business Day." A weekday, Monday through Friday, except a legal holiday or a day on which banking institutions in Texas are authorized or required by law to be closed.

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

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

"Charges." Any costs, expenses, dues, interest, fees, late fees, fines, collection costs, attorneys' fees and any other sums arising under the Governing Documents owing to the Master Association or an Owner from one or more Owners or a Tenant, other than Common Expenses assessed directly by the Master Association, and expressly including all amounts assessed pursuant to the Allocation Document.

"Common Elements." All portions of the Condominium, including both the General Common Elements and the Limited Common Elements, but excluding the Units.

"Common Elements Easement." An easement as more particularly described in Section 3.8(b) of this Master Declaration.

"Common Expenses." Expenses for which the Master Association is responsible or for which an Owner is responsible pursuant to the Allocation Document, including those related to: (a) maintenance, repair, replacement, care, operation and management of the Common Elements and other Improvements in accordance with the Governing Documents (including those budgeted in accordance with the Allocation Budget) and consistent with the Maintenance Standard and the Project Standard; (b) property, commercial general liability and other insurance coverages required or permitted to be maintained by the Master Association under the Governing Documents; (c) Governmental Impositions levied and assessed against the Common Elements; (d) utilities relating to the Common Elements and other Improvements in accordance with the Governing Documents; (e) professional services for the Master Association, such as management, accounting, reserve study and legal services; (f) Amenity Costs; (g) Condominium-wide social media, programming, events, and holiday lighting and decorations; (h) such other costs and expenses as may be incurred with respect to the proper maintenance, repair, care, operation and management of the Common Elements and other Improvements consistent with the Maintenance Standard and the Project Standard and in accordance with the Governing Documents and the administration of the Master Association, including any costs due and payable by the Owners in accordance with the Use Restrictions, which may include late charges, attorneys' fees, fines, and

interest charged by the Master Association; (i) contingencies established by the Master Association; and (j) such reasonable reserves as may be established by the Master Association, whether held in trust or by the Master Association or by an Owner on behalf of two or more Owners pursuant to the Allocation Document, for repairs, capital repairs, replacements or additions to the Common Elements or any other real or personal property acquired or held or maintained (under an Easement, license or contract) by the Master Association or an Owner pursuant to the Allocation Document, as applicable.

"Condominium." The form of real property established by this Master Declaration with respect to the Property, in which portions of the Property are designated for individual ownership or occupancy and the remainder of the Property is designated for common ownership or occupancy by the Owners of such portions, and initially consisting of four Units, being the Hotel Unit, the Retail Unit, the Residential Unit I, and the Residential Unit II, and containing a maximum of up to 15 Units.

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

"County." Gillespie County, Texas.

"Damaged Sub-Unit." One or more Sub-Units damaged or destroyed by fire or other casualty.

"Damaged Unit." Any portion of a Unit, excluding any portion of the Condominium for which the Master Association is required to maintain insurance in accordance with Section 82.111(a) and (b) of the Act, that is damaged or destroyed by fire or other casualty, including any improvements or betterments installed by the Owner of such Unit (other than Declarant) and any personal property contained in such Unit.

"Declarant." Wine Country Hospitality Partners, LLC, a Delaware limited liability company, and any successor or assignee of Declarant as evidenced by a written instrument filed for record in the Real Property Records assigning the rights, powers, authority and obligations of Declarant under this Master Declaration.

"Declarant's Mortgagee." Any Person that is the holder of any Priority Lien Indebtedness, which is the result of an arm's length negotiation and is secured by a first lien or encumbrance upon any portion of the Condominium owned by Declarant.

"Declarant Parking Rights." Rights reserved for the benefit of Declarant to: (a) relocate any parking spaces designated as the Limited Common Elements appurtenant to one or more Units to any other location within the Condominium; (b) re-designate parking spaces that are Limited Common Elements of one or more Units as Limited Common Elements of another Unit or General Common Elements, re-designate parking spaces that are General Common Elements of as Limited Common Elements of one or more Units, or designate any or all parking spaces that may be created subsequent to the date of this Master Declaration for the use of any Unit, including any Units owned by Declarant; (c) install any access gates, arms, enclosures or other improvements as may be necessary to prohibit or discourage the parking of vehicles within the Condominium by persons unauthorized to do so; (d) hire or contract for the services of a third party as may be necessary to patrol the parking areas within the Condominium to enforce the

parking restrictions set forth herein and within the Governing Documents; and (e) cause the Master Association to use funds collected from Assessments or reserves, or to levy Special Assessments to pay for any costs and expenses incurred in connection with Declarant's exercise of Declarant Parking Rights in accordance with Section 3.7(b)(v) of this Master Declaration.

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

"Design Guidelines." The standards for design and construction of Improvements, landscaping and exterior items proposed to be placed on any Unit or Sub-Unit, which may be adopted pursuant to Section 3.5(f) of this Master Declaration as the same may be amended from time to time, including any supplemental guidelines which may be adopted from time to time for portions of the Property. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Property. The Architectural Reviewer may adopt, and amend from time to time, the Design Guidelines applicable to the Property, or any portion thereof. Notwithstanding anything in this Master Declaration to the contrary, Declarant will have no obligation to establish Design Guidelines for the Property or any portion thereof.

"Development Period." A period of time commencing on the date this Master Declaration is recorded in the Real Property Records and expiring upon the date that Declarant and all Affiliates of Declarant cease to own any real property interest in the Condominium.

"Development Rights." Rights or a combination of rights reserved for the benefit of Declarant during the Development Period to: (a) create additional Units, General Common Elements, or Limited Common Elements within the Condominium; (b) create Sub-Unit Condominiums and Sub-Units and appurtenant common elements within such Sub-Unit Condominiums; (c) convert Units into Common Elements or convert the Common Elements into Units; (d) convert General Common Elements into Limited Common Elements and any Limited Common Elements into General Common Elements; or (e) withdraw or add real property from or to the Condominium.

"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 Governing Documents; (b) between or among two or more Owners other than Declarant or an Owner and Declarant, including any disagreement or inability to agree in connection with a Major Decision or a Unilateral Decision; (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 Assessment to be charged or collected; (d) arising out of or relating to the rights, obligations and duties of any Owner, the Master Association or Declarant under the Governing Documents; (e) arising out of or relating to the authority of the Master Association or Declarant under any Legal Requirement or under the Governing Documents to: (i) require any Owner to take any action or not to take any action involving such Owner's Unit or the Limited Common Elements appurtenant thereto; or (ii) alter, subtract from or add to the Common Elements or the Condominium; or (f) arising out of or relating to the failure of the Master Association, in accordance with Legal Requirements and the Governing Documents to: (i) properly conduct elections; (ii) give adequate notice of meetings or actions; (iii) properly conduct meetings; or (iv) allow inspection of books or records. The following will not be considered a "Dispute" unless all parties otherwise agree to submit the matter to the dispute resolution provisions of Article X of this Master Declaration: (1) any suit by the Master Association to obtain a temporary restraining order and such ancillary relief as the court may determine to be necessary to maintain the status quo or prevent a Material Adverse Effect and preserve the Master

Association's ability to enforce the provisions of the Governing Documents; (2) any suit by any Owner to obtain a temporary restraining order and such ancillary relief as the court may determine to be necessary to maintain the status quo or prevent a Material Adverse Effect in relation to such Owner or such Owner's Unit; (3) any action permitted under Article VII of this Master Declaration in connection with the enforcement of any Owner's obligation to pay Assessments under this Master Declaration or collection of any past due or unpaid Assessments; (4) any dispute between Owners which does not include Declarant or the Master Association, if such dispute would constitute a cause of action independent of any of the Governing Documents; (5) any dispute that primarily involves title to any Unit or the Common Elements; (6) any claim, grievance or other dispute between Declarant and an Owner, if such claim, grievance, or other dispute constitutes a cause of action independent of any of the Governing Documents; or (7) any suit in which the applicable statute of limitations would expire within 180 days of the giving of notice as provided in Article X of this Master Declaration unless the Persons against whom the Dispute is made agree to toll the statute of limitations for a period of time necessary to comply with Article X of this Master Declaration.

"Easement Area." An area of the Condominium subject to one or more Easements.

"Easements." Collectively, those easements described in Section 3.8 and Section 3.9 of this Master Declaration.

"Environmental Laws." Any federal, state or local law, statute, ordinance or regulation, whether now or hereafter in effect, pertaining to health, industrial hygiene or the environmental conditions on, under, or about the Land or the Improvements, including without limitation, the following, as now or hereafter amended: Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C.A. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613; Resource, Conservation and Recovery Act, 42 U.S.C.A. § 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C.A. § 2601 et seq.; Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C.A. § 11001 et seq.; Clean Water Act, 33 U.S.C.A. § 1251 et seq.; Clean Air Act, 42 U.S.C.A. § 7401 et seq.; and any corresponding state laws or ordinances including, without limitation, the Texas Water Quality Control Act, Texas Water Code Chapter 26; Texas Solid Waste Disposal Act, Texas Health & Safety Code Chapter 361; Texas Clean Air Act, THSC Chapter 382; and regulations, rules, guidelines or standards promulgated pursuant to such laws, statutes and regulations, as such statutes, regulations, rules, guidelines and standards are amended from time to time.

"General Common Elements." All portions of the Common Elements that are not Limited Common Elements, including those more particularly described in Section 2.2(e) of this Master Declaration.

"Governing Documents." Individually and collectively, the Act, the Allocation Document, the Bylaws, the Certificate of Formation, this Master Declaration, the Regulations, the Use Restrictions, the Design Guidelines, and the Policy Guidelines.

"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, assessments, license fees, 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 of this Master Declaration, may be assessed, levied or imposed upon the Condominium or any Unit therein by any Governmental Authority.

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

"Improvements." The Buildings and related infrastructure, and the pavement, fencing, landscaping, facilities, Systems and man-made objects of every type, existing or in the future placed on the Land, including any infrastructure, Systems, parking lots, parking structures, roadways, driveways, ramps, loading areas, mechanical equipment, window coverings, signs, utilities, fences, antennae, walls, screens, landscaping, streetscapes, grading changes, plazas, amphitheaters, park areas, walkways, bridges, recreational facilities, exterior lighting facilities, drainage structures, curbs, retaining walls, grates and all cable television, cellular phone, internet and other utility or communication installations or equipment.

"Insurance Proceeds." Any and all proceeds that an Owner or the Master Association 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 Unit, to the Common Elements or to Improvements within an Easement Area established pursuant to this Master Declaration.

"Insurance Trustee." The Master Association, acting in the capacity of a trustee, or any successor trustee, in accordance with the provisions of Section 6.4 of this Master Declaration to negotiate losses under any property insurance policies required to be maintained by the Master Association in this Master Declaration.

"Internal Drives." Those certain private roads or drives that are designated as General Common Elements on the Map from time to time.

"Land." The surface estate only of that certain real property more particularly described in Exhibit A attached to this Master Declaration, together with all and singular the rights and appurtenances pertaining thereto, including any additional real property that becomes part of the Property, but excluding the Mineral and Water Estate and, to the extent appurtenant, the Easements.

"Lease." Any lease or occupancy agreement entered into by and between an Owner and a Tenant in effect at any time and from time to time.

"Legal Requirements." Any and all present and future judicial decisions, matters of record, statutes, rulings, rules, regulations, permits, certificates or ordinances of any Governmental Authority in any way applicable to any Owner's use and enjoyment of the Condominium, any Unit or the Property, including zoning ordinances, subdivision and building codes, flood disaster laws and applicable architectural barrier, health and Environmental Laws and regulations, including the Use Restrictions.

"Limited Common Elements." Those portions of the Common Elements that are allocated by this Master Declaration and the Map for the exclusive use of less than all of the Units, including those more particularly described in Section 2.2 of this Master Declaration.

"Maintenance Standard." Good repair in a first class condition, including the operation, upkeep, repair and restoration, ordinary wear and tear excepted, to the extent necessary to maintain the Condominium, the Common Elements, the Improvements or the Units, as applicable, in a condition consistent with the Project Standard and otherwise reasonably suitable for its intended purpose.

"Major Decision." Any action with respect to any matter coming before the Master Association, whether initiated by any Owner or the Master Association, but expressly excluding Declarant and Hotel Unit Owner's exercise of the Amenity Rights, relating to (a) architectural or aesthetic changes to the exterior of the Improvements within Residential Unit I or Residential Unit II that could have a Material Adverse Effect on another Owner or another Owner's Unit, in which case such affected Owners will have the right to approve such changes in accordance with Section 4.6 of this Master Declaration; (b) material structural changes to the Improvements and/or the Systems within Residential Unit I or Residential Unit II that could have a Material Adverse Effect on another Owner or another Owner's Unit, in which case such affected Owners will have the right to approve such changes in accordance with Section 4.6 of this Master Declaration; (c) changes to the Governing Documents that could have a Material Adverse Effect on another Owner or another Owner's Unit, in which case such affected Owners will have the right to approve such changes in accordance with Section 4.6 of this Master Declaration; (d) any matter affecting a General Common Element that could have a Material Adverse Effect on an Owner or an Owner's Unit, in which case such affected Owners will have the right to approve such matters in accordance with Section 4.6 of this Master Declaration; (e) any matter affecting a Limited Common Element, in which case such affected Owners will have the right to approve such changes in accordance with Section 4.6 of this Master Declaration; and (f) any other matter that might have a Material Adverse Effect on an Owner or an Owner's Unit, in which case such affected Owners will have the right to approve such changes in accordance with Section 4.6 of this Master Declaration; provided, however, the foregoing expressly (i) excludes Declarant's exercise of Special Declarant Rights and any other rights reserved for the benefit of Declarant in this Master Declaration, and (ii) excludes Hotel Unit Owner's exercise of the Amenity Rights in accordance with this Master Declaration.

"Majority." More than half.

"Manager." Any and all professional managers or management companies (including any Affiliate of any Owner or any partner or limited liability company member thereof) with whom the Master Association (or an Owner designated by the Master Association to do the same on behalf of the Master Association) contracts for the day to day management of any portion of the Property or the administration of the Master Association and the Condominium.

"Map." The plats and plans attached as Exhibit C to this Master Declaration and made a part of this Master Declaration, including a survey plat of the Land and dimensional drawings that horizontally and vertically identify and describe the Units and the Common Elements, as amended from time to time.

"Master Association." The Lantana Master 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 Governing Documents.

"Master Budget." A budget prepared by the Master Association and delivered to each Owner that includes the anticipated Common Expenses and any Additional Assessments for the ensuing fiscal year.

"Master Declaration." This Master Condominium Declaration for The Lantana Master Condominium, and all amendments to this Master Declaration, which will be recorded in the Real Property Records.

"Material Adverse Effect." Any act, event, condition or circumstance that could materially and adversely affect (a) the business, operations, condition (financial or otherwise), or value of a Unit; or (b) the prospects, liabilities, assets, results of operations, capitalization, or liquidity of an Owner, taken as a whole, other than with respect to a Unit.

"Mineral and Water Estate." The oil, gas, other minerals, and groundwater (being all underground water, percolating water, artesian water, and other waters from any and all reservoirs, formations, depths, and horizons beneath the surface of the earth), located in, upon, and under the Land and the right to search for, develop and remove oil, gas, other minerals and groundwater from the Land or to receive a royalty or other payments based on the production of oil, gas, and minerals and underground water.

"Monthly Assessment." The assessments established and collected by the Master Association pursuant to Section 7.1 of this Master Declaration for payment of the Common Expenses when due.

"Mortgagee." Any Person, including Declarant's Mortgagee, that is the holder of Priority Lien Indebtedness and which has provided the Master Association with written notice of its name, address and a description of the Unit encumbered by such Priority Lien Indebtedness.

"Owner." Any Person (including Declarant) owning fee title to a Unit, but excluding: (a) any Person having an interest in a Unit solely as security for an obligation, and (b) a Sub-Unit Owner.

"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 Governmental Authority and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Policy Guidelines." Those certain policy guidelines as may be adopted by Declarant and as otherwise may be adopted by the Board of Directors, as amended from time to time in accordance with the Governing Documents, relating to the appearance, use and occupancy of the Property.

"Priority Lien Indebtedness." Any bona fide indebtedness that is the result of an arm's-length negotiation, that is secured by a first lien deed of trust upon the Property and/or a Unit.

"Project Standard." The standard required to maintain and operate the Condominium in a condition and a quality consistent with a world class luxury condominium for the uses set forth in Article III of this Master Declaration and with the standards of physical quality and service consistent with other comparable high quality mixed-use projects then operating within comparable regional market areas and at all times consistent with the standard by which the Hotel Unit is managed and operated from time to time, including all standards required by the Manager of the Hotel Unit.

"Property." The Land and the Improvements located thereon.

"Reallocation Percentage." The percentage of the undivided interest of each Owner in the Common Elements as set forth on a Supplemental Declaration (if applicable), determined by the same formula or basis as the original Allocated Interests set forth in Section 2.4 of this Master Declaration to establish the initial Allocated Interests set forth on Exhibit B attached to this Master Declaration.

"Real Property Records." The records of the office of the county clerk of the County where instruments concerning real property are recorded.

"Regulations." The rules and regulations of the Master Association initially adopted by the Board of Directors and as amended from time to time, including any posted rules and any seasonal or temporary rules communicated to the Owners, and any rules and regulations initially adopted by the Board of Directors related to the Units, and as amended from time to time, including any posted rules and any seasonal or temporary rules communicated to the Owners.

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

"Residential Declarant." A "Residential Declarant" under a Sub-Unit Declaration to be established upon the Residential Unit I or the Residential Unit II, and any successor or assignee of any such Residential Declarant as evidenced by a written instrument filed for record in the Real Property Records assigning the rights, powers, authority and obligations of such Residential Declarant under the applicable Sub-Unit Declaration.

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

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

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

"Roof Easement." An easement as more particularly described in Section 3.8(d) of this Master Declaration.

"Roof Easement Area." The roofs of the Buildings that are part of the General Common Elements, Hotel Unit, Residential Unit II, and Retail Unit.

"Signage." Any signage, lettering, decorations, banners, advertising or marketing media, awnings, canopies, window covering, or any other form of expression (a) on the Skin, windows, or roof of a Building, (b) on the Land (e.g., pylon and monument signs), or (c) in the interior of the Improvements if the same is visible from the exterior of the Improvements.

"Signage Rights." The right to affix Signage to certain areas of the Property and as described in Section 3.4 of this Master Declaration.

"Skin." The exterior surface of the Buildings that are part of the General Common Elements, Hotel Unit, Residential Unit II, and Retail Unit, but excluding the roofs thereof.

"Skin Easement." An easement covering a portion or the entirety of the Skin Easement Area, as more particularly described in Section 3.8(e) of this Master Declaration.

"Skin Easement Area." The Skin of the Buildings that are part of the General Common Elements, Hotel Unit, Residential Unit II, and Retail Unit.

"Special Assessments." The assessments established and assessed pursuant to Section 7.1(c) of this Master Declaration.

"Special Declarant Rights." Rights reserved for the benefit of Declarant to: (a) complete the Improvements indicated on the Map or any other Improvements in the Condominium; (b) exercise any Development Right; (c) make the Condominium a part of a larger condominium or planned community; (d) maintain the sales, management, and other administrative offices and models described in Section 3.7(b) of this Master Declaration and use signs advertising the Units, Sub-Units or the Condominium; (e) use any Easement for the purpose of making improvements within the Condominium, on the Property; and (f) exercise any other rights reserved to Declarant in this Master Declaration, including, without limitation, the rights described in Section 3.7 of this Master Declaration.

"Structure." 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 Buildings or other Improvements.

"Sub-Unit." A portion of any Unit designated for separate ownership as created and identified in a Sub-Unit Declaration for a Sub-Unit Condominium executed by the Owner of such Unit and recorded in the Real Property Records.

"Sub-Unit Condominium." A condominium regime which may be formed by an Owner in accordance with this Master Declaration, pursuant to a Sub-Unit Declaration, the name of which is to be determined by the Owner prior to conveying or leasing the first Sub-Unit, and which may designate a Sub-Unit Condominium Association to act on behalf of all Sub-Unit Owners.

"Sub-Unit Condominium Association." A Texas nonprofit corporation created as a part of a Sub-Unit Condominium to act on behalf of the Sub-Unit Owners under and pursuant to a Sub-Unit Declaration.

"Sub-Unit Declaration." A condominium declaration, and all recorded amendments thereto, executed by an Owner for the purpose of forming a Sub-Unit Condominium which is recorded in the Real Property Records.

"Sub-Unit Owner." Any Person who holds fee simple title to a Sub-Unit, together with an undivided interest in the common elements of a Sub-Unit Condominium, but excluding a Person having an interest in a Sub-Unit solely as security for an obligation.

"Supplemental Declaration." A written instrument executed by Declarant or the Master Association, as applicable, and recorded in the Real Property Records for the purpose of (a) modifying the Allocated Interests, (b) adding real property to the Condominium,

(c) withdrawing any portion of the Condominium from the effect of this Master Declaration, or
(d) any other action as provided in the Governing Documents.

"Support Easement." An easement as more particularly described in Section 3.8(f) of this Master Declaration.

"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, fire and life safety, and other utility services including the main switch gear conduits, plumbing chases and mechanical shafts on the Property.

"Systems Easement." An easement as more particularly described in Section 3.8(g) of this Master Declaration.

"Taking." The taking or threat of taking of all or a portion of the 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 Property in lieu thereof.

"Telecommunications Easement." An easement as more particularly described in Section 3.8(i) of this Master Declaration.

"Telecommunications Easement Area." All roof surfaces of the Buildings that are part of the General Common Elements, Hotel Unit, Residential Unit II, and Retail Unit, the airspace located above such roof surfaces to a height of 50 feet above such roof surfaces, and such other portions of a Building that Declarant and its successors, assigns, and Designees need to access in order to utilize the Telecommunications Easement.

"Telecommunications Equipment." As defined in Section 3.8(i) of this Master Declaration.

"Tenant." Any Person having the right to occupy a Unit or a portion of a Unit pursuant to a Lease or other occupancy agreement granted by an Owner, or pursuant to a sublease, to the extent allowed by the Governing Documents.

"Timeshare Uses." Any timeshare, fractional ownership, interval exchange or other membership plan or arrangement through which a participant acquires an ownership or other interest in any portion of a Unit (or a portfolio of properties of which any portion of a Unit is included) with rights of periodic use.

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

"Transmission Items." As defined in Section 11.11 of this Master Declaration.

"Unaffected Owners." As defined in Section 4.7 of this Master Declaration.

"Unilateral Decision." Any action with respect to any matter coming before the Master Association, whether initiated by Declarant, any Owner, or any other Person who has the right to take such action which is governed by the Governing Documents and is not a Major Decision.

"Unit." A physical portion of the Condominium that is designated for separate ownership or occupancy (the boundaries of which are depicted on the Map), which, to the extent applicable, is contained within the perimeter walls, floor, ceiling, windows and doors of a Unit depicted on the Map, and includes: (a) all the Systems and Structure that exclusively serve such Unit and portions of the Skin that exclusively serve such Unit; and (b) the finish materials, floor covering, wall covering, fixtures and appliances contained in the Unit, but excludes any (i) portions of the Structure and Skin that serve more than one Unit; and (ii) Systems that serve more than one Unit, all as subject to and further described in Section 82.052 of the Act, but not including the individual Sub-Units of a Sub-Unit Condominium unless specifically so provided.

"Use Restrictions." Those certain covenants, conditions and restrictions applicable to the Property, regardless of whether this Master Declaration is in force and effect, including any easement rights, obligations, and public financing covenants that benefit or burden the Property.

"Utility Easement." An easement as more particularly described in Section 3.8(h) of this Master Declaration.

"Vertical Access Easement." An easement as more particularly described in Section 3.8(j) of this Master Declaration.

ARTICLE II

General Provisions

Section 2.1 Creation of Units; Map.

(a) The Units. The Property is hereby divided into fee simple estates composed of four separately designated Units, being the Retail Unit, the Hotel Unit, the Residential Unit I, and the Residential Unit II, and each Unit's undivided interest in and to the Common Elements. Each Unit, together with such Unit's undivided interests in the 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 Master Declaration in the Real Property Records, and will continue until this Master Declaration is revoked or terminated in the manner provided in this Master Declaration. This Master Declaration is not a time share declaration and Declarant expressly declares that it is not submitting the Property to a time share regime.

(b) The Map. The Map sets forth the following: (i) a general description and diagrammatic plan of the Condominium; (ii) the location and dimension of all real property subject to the Development Rights; (iii) all major Improvements and each Unit, showing its location and the Limited Common Elements appurtenant thereto; and (iv) such other information as is desirable or required pursuant to Section 82.059 of the Act, including a certification as to compliance with Section 82.059 of the Act. The measurements set forth on the Map as to each Unit are approximate values taken from the plans and specifications for the Property and may not be precisely accurate as to any Unit due to variances in construction and interior floorplans. NEITHER DECLARANT NOR ANY OWNER WILL BE LIABLE TO ANY OTHER OWNER AS A RESULT OF ANY DISCREPANCIES IN ACTUAL UNIT MEASUREMENTS FROM THOSE SET FORTH ON THE MAP OR IN ANY CONDOMINIUM PURCHASE CONTRACT TO WHICH DECLARANT OR ANY OWNER IS OR WAS A PARTY, AND EACH OWNER, BY ACCEPTING A DEED TO A UNIT OR SUB-UNIT, WAIVES ANY SUCH CLAIM OR CAUSE OF ACTION. Upon completion of the construction of the Improvements, Declarant

(without the joinder of any other Owner) will file, if necessary, an amendment to this Master Declaration, amending the Map to reflect the actual measurements for each Unit and any other changes, and amending Exhibit B attached to this Master Declaration to reflect the Reallocation Percentage based upon completion of construction.

Section 2.2 Description of Units and Common Elements. Subject to the reservations and Easements created by Declarant in this Master Declaration, the Units will consist of the following and any logical extension thereof as determined in Declarant's reasonable judgment:

(a) Retail Unit. The Retail Unit consists of:

(i) all areas designated as the Retail Unit on the Map, including any Balcony Areas;

(ii) all other walls, floors, ceilings, hallways, lobbies, windows, doors, elevators and other Improvements that serve the Retail Unit exclusively, including the Skin, Systems and Structure that exclusively serve the Retail Unit; and

(iii) Retail Unit Limited Common Elements: All areas depicted on the Map as Limited Common Elements of the Retail Unit, if any.

(b) Hotel Unit. The Hotel Unit consists of:

(i) all areas designated as the Hotel Unit on the Map, including the Amenity Areas and any Balcony Areas;

(ii) all other walls, floors, ceilings, hallways, lobbies, windows, doors, elevators and other Improvements that serve the Hotel Unit exclusively, including the Skin, Systems and Structure that exclusively serve the Hotel Unit; and

(iii) Hotel Unit Limited Common Elements: All areas depicted on the Map as Limited Common Elements of the Hotel Unit, if any.

(c) Residential Unit I. The Residential Unit I consists of:

(i) all areas designated as the Residential Unit I on the Map; and

(ii) Residential Unit I Limited Common Elements: All areas depicted on the Map as Limited Common Elements of the Residential Unit I, if any.

(d) Residential Unit II. The Residential Unit II consists of:

(i) all areas designated as the Residential Unit II on the Map, including any Balcony Areas;

(ii) all other walls, floors, ceilings, hallways, lobbies, windows, doors, elevators and other Improvements that serve the Residential Unit II exclusively, including the Skin, Systems and Structure that exclusively serve the Residential Unit II; and

(iii) Residential Unit II Limited Common Elements: All areas depicted on the Map as Limited Common Elements of the Residential Unit II, if any.

(e) General Common Elements. The General Common Elements consists of:

- (i) the Internal Drives;
- (ii) the Land; and
- (iii) the Systems and Structure that serve all of the Units.

(f) Vertical (Perimeter) Boundaries. The vertical or perimeter boundaries of each Unit are the vertical planes located on the lines showing the dimensions and location of each Unit as shown on the Map. The vertical boundaries extend from the horizontal boundaries of the Unit as described in Section 2.2(g) of this Master Declaration. Specifically, to the extent not shown on the Map, the vertical boundaries of each Unit will be: (i) for portions of a Unit which adjoin an exterior wall of a Building, the vertical plane created by the exterior surface of the Skin of the Building; (ii) for portions of a Unit which adjoin a wall separating the Unit from other Units, the vertical plane created by the centerline of such wall separating the Unit from other Units; and (iii) for portions of a Unit which adjoin other Units or Common Elements, but are not separated by a wall, a vertical plane along the common boundary line (as shown on the Map) of the Unit and such other Units or Common Elements.

(g) Horizontal (Lower and Upper) Boundaries. The upper and lower boundaries of each Unit will be horizontal planes extended to intersect the vertical boundaries of the Unit as described in Section 2.2(f) of this Master Declaration. If a Unit comprises multiple floors or portions of the same Unit are located on the same floor but are not contiguous, the horizontal boundary of each portion of the Unit is defined pursuant to this Section 2.2(g) independently of the portion of the same Unit located on the same or a different floor. The horizontal interstitial spaces between Units not otherwise contained within another Unit are part of the General Common Elements, e.g., the area between the horizontal boundary of one Unit and the horizontal boundary of another Unit is part of the General Common Elements. The elevations of each horizontal plane described in this Section 2.2(g) are defined on the Map.

(h) Additional Information to Interpret Unit Boundaries. Except as may be otherwise provided for herein, the Unit boundaries will include any and all attachments to, protrusions from and appurtenances attached to and exclusively serving such Unit and will exclude any portion of the Common Elements that may be located within such Unit's boundaries (as shown on the Map). Additionally, to the extent that any Structure, Systems or Improvements exclusively serve or support a Unit, as may be designated as exclusively serving such Unit on the Map, such items will be deemed a part of such Unit whether located within, outside, or below the Unit, and whether or not attached to or contiguous with the Unit. Unless otherwise designated as Limited Common Elements, elevator systems (including elevators, elevator shafts, elevator lobbies and all related mechanical and electrical systems) and stairs that serve a single Unit (including any part of any system or stairs located outside the boundaries of the Unit), as may be designated as exclusively serving such Unit on the Map, will be deemed part of such Unit. Furthermore, if any chutes, flues, ducts, conduits, wires, pipes, chases or other apparatus lies partially within and partially outside of the designated boundaries of the Unit, any portion thereof which serve only that Unit will be deemed to be a part of that Unit, while any portions thereof which serve or may serve more than one Unit but less than all Units will be designated as Limited Common Elements appurtenant to such Units, and any portions thereof which serve or may serve all Units will be a part of the General Common Elements unless otherwise designated as Limited Common Elements on the Map.

(i) Descriptions Subject to Map. The descriptions of the Units and the Common Elements set forth in this Section 2.2 represent the general intention of Declarant; provided, however, if a discrepancy exists between this Section 2.2 and the Map, the Map will control. It is the express intent of Declarant that the property described as being part of each Unit will for all purposes herein be treated as and constitute a lawfully described "Unit" as that term is defined in the Act. If there is a final judicial determination by a court of competent jurisdiction that the boundaries of a Unit or any portion thereof are so indefinite and vague so as to not create a legally constituted "Unit" within the meaning of the Act, then that portion of the Unit that has not been adequately described will be severed from the property deemed a part of the Unit (if the remainder of the Unit, excluding the severed portion thereof, constitutes a properly described "Unit" under the Act) and will thereafter be deemed to be Limited Common Elements reserved to the exclusive use of said Unit, subject to the rights and obligations of other Owners with respect to said property. Notwithstanding anything to the contrary herein, nothing in this Section 2.2(i) prohibits or restricts Declarant and any one or more Owners from reforming, revising or otherwise modifying the Map to correct inaccuracies or discrepancies reflected on the Map, and Declarant, the Master Association, and each of the Owners agree to act in good faith when determining whether such a reformation, revision or modification is necessary to comply with the intent of Declarant as stated herein.

Section 2.3 Subsequent Sub-Unit Condominiums.

(a) Creation of Sub-Units. Each Owner will have the option and right to create a Sub-Unit Condominium within the boundaries of such Owner's Unit without the requirement of approval by any other Owner, the Master Association, or Declarant, subject to the satisfaction of the requirements of the Act. The creation of any Sub-Unit Condominium will not modify any obligations, limitations, rights, benefits or burdens established in this Master Declaration, except as set forth in Section 2.3(c) of this Master Declaration.

(b) Sub-Unit Condominium Association. If an Owner elects to form a Sub-Unit Condominium Association upon the creation of a Sub-Unit Condominium, all rights of the Sub-Unit Owners in and to the Allocated Interests of the Unit from which the Sub-Unit Condominium is created will be as specified in the Sub-Unit Declaration. If an Owner elects not to form a Sub-Unit Condominium Association upon the creation of a Sub-Unit Condominium, all rights of the Sub-Unit Owners in and to the Allocated Interests of the Unit from which the Sub-Unit Condominium is created will be as specified in the Sub-Unit Declaration, as limited in this Section 2.3. If not so specified, a Majority of the Allocated Interests of the Unit from which the Sub-Unit Condominium is created (calculated for the Sub-Units in the same manner as the Allocated Interests) will exercise all rights of the Sub-Unit Owners provided that only one Sub-Unit Owner will be designated to act as their representative, which designated representative will be the member of the Master Association representing such Sub-Unit Condominium. The Master Association is required to deal only with such designated representative, and if a Majority of the Allocated Interests of the Unit represented by the Sub-Unit Owners is unable to agree, or if they fail to designate a representative to act on their behalf, such Sub-Unit Condominium will not be entitled to have a representative as a member of the Master Association and the Allocated Interests of the Unit from which the Sub-Unit Condominium is created will have no vote or ability to exercise any rights under this Master Declaration, including bringing legal action against the Master Association, until such time as a Majority of such interests have agreed and so designated their representative.

(c) Obligations of Sub-Unit Owners and Sub-Units. Upon the filing of a Sub-Unit Declaration, any and all obligations (including the obligations to pay the Assessments), liabilities,

limitations, rights, waivers, benefits, or burdens as established in this Master Declaration and that are vested or that may in the future become vested in the Owner filing such Sub-Unit Declaration and upon such Owner's Unit, will automatically become the obligations (including the obligations to pay the Assessments), liabilities, limitations, rights, waivers, benefits or burdens of any Sub-Unit Owner and its Sub-Unit to the extent of such Sub-Unit Owner's allocated interest in the Sub-Unit Condominium's common elements or as otherwise provided in the Sub-Unit Declaration. The Owner that files such Sub-Unit Declaration and the Unit that is subdivided will be relieved of all of such obligations (including the obligations to pay the Assessments), liabilities, limitations, rights, waivers, benefits or burdens in relation to each Sub-Unit acquired by a Person from an Owner or Sub-Unit Owner. Any Owner that files a Sub-Unit Declaration agrees to include a provision in such declaration, which will materially state the following:

"Upon the filing of this [Sub-Unit Declaration] and acceptance of a deed to a [Sub-Unit], any and all obligations (including the obligations to pay the Assessments as provided 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 the [Sub-Unit Declarant] in relation to the [Sub-Units], pursuant to the Master Declaration are hereby assumed by such [Sub-Unit] Owners and will automatically be the obligations (including the obligations to pay the Assessments as defined in the Master Declaration), liabilities, limitations, rights, waivers, benefits or burdens of the [Sub-Unit] Owners and the [Sub-Units]. EACH [SUB-UNIT] OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS THE [SUB-UNIT DECLARANT] FROM SUCH [SUB-UNIT] OWNER'S SHARE OF ANY AND ALL LIABILITIES, COSTS, EXPENSES (COMMON OR OTHERWISE), MONTHLY ASSESSMENTS, ADDITIONAL ASSESSMENTS, AMENITY ASSESSMENTS, AND SPECIAL ASSESSMENTS RELATING OR APPERTAINING TO SUCH SUB-UNIT OWNER'S SUB-UNIT IN PROPORTION TO SUCH SUB-UNIT OWNER'S ALLOCATED INTEREST UNDER THE SUB-UNIT DECLARATION."

Section 2.4 Allocation of Interests in Common Elements. The undivided interest of the Owners in and to the Common Elements will be allocated based on the percentages set forth in Exhibit B of this Master Declaration, which have been initially determined pursuant to the following formula: dividing the acreage of each Unit as shown on the Map by the total acreage of all Units as shown on the Map. The percentages set forth on Exhibit B of this Master Declaration will serve as each Unit's Allocated Interest. The Common Elements will remain undivided.

Section 2.5 Inseparability of Units; No Partition. Each Unit will be inseparable and will be acquired, owned, conveyed, transferred, leased and encumbered only as an entirety, except for: (a) the creation of one or more Sub-Unit Condominiums as permitted in this Master Declaration; (b) as expressly permitted pursuant to the provisions of Section 3.2 and Section 3.8 of this Master Declaration; or (c) as otherwise expressly permitted in the Governing Documents. In no event will a Unit be subject to physical partition, except by amendment to this Master Declaration, and no Owner will bring or be entitled to maintain an action for the partition or division of a Unit or the Common Elements, unless in accordance with the terms of this Master Declaration for the creation of Sub-Unit Condominiums. Any purported conveyance, judicial sale or other voluntary or involuntary transfer of an undivided interest in the Common Elements without the Unit to which such Common Elements are allocated is void *ab initio*, with the exception of the conveyance of any Sub-Unit in a Sub-Unit Condominium in accordance with the terms and conditions of the Sub-Unit Declaration establishing the Sub-Unit Condominium, if and when same is created.

Section 2.6 Permissible Relationships; Description.

(a) Ownership of Units. A Unit may be acquired and held by one or more Persons 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 Unit will legally describe such Unit as follows: "____ Unit of The Lantana Master Condominium, located in Gillespie County, Texas," with further reference to the recording data for this Master Declaration (including the Map and any amendments to this Master Declaration). Every such description will be good and sufficient for all purposes to acquire, own, convey, transfer, lease, encumber or otherwise deal with such Unit, and any such description will be construed to include all incidents of ownership relating to a Unit. Any contract or other instrument relating to the acquisition, ownership, conveyance, transfer, lease or encumbrance of a Sub-Unit in any Sub-Unit Condominium created pursuant to the terms of Section 2.3 of this Master Declaration will legally describe such Sub-Unit as follows: "____ Unit of [Insert Appropriate Sub-Unit Condominium Name], a Condominium located in the [insert Unit name] Unit within The Lantana Master Condominium, located in Gillespie County, Texas", with further reference to the recording data for this Master Declaration.

Section 2.7 Mortgage of Unit. An Owner will be entitled from time to time to mortgage or encumber such Owner's Unit by creating a lien or liens covering a Unit under the provisions of a mortgage or deed of trust, but any lien created thereby will be subject to the terms and provisions of this Master Declaration, and any mortgagee or other lienholder which acquires an Owner's Unit through judicial foreclosure, public sale or any other means will be subject to the terms and provisions of this Master Declaration. An Owner that mortgages its Unit will notify the Master Association, giving the name and address of said Owner's mortgagee and all other information required by Section 82.157(e) and (f) of the Act from time to time, and the Master Association will maintain such information.

ARTICLE III

Uses, Reservations and Restrictions

Section 3.1 Permitted Uses.

(a) Retail Unit. The Retail Unit, and each Sub-Unit thereof, will be used solely for such commercial purposes that: (i) are lawful and permitted by applicable zoning ordinances, if any, and (ii) conform to all of the use restrictions set forth in the Governing Documents as well as any other covenants, rules and regulations created by the Owner of the Retail Unit. Any and all operators of restaurant or other retail operations within the Retail Unit that are selling or serving liquor or alcoholic beverages of any type or nature will be required, as a condition precedent to the sale or distribution of any such liquor or alcoholic beverages from any space within the Retail Unit, to obtain such dram shop and/or other liquor liability insurance coverage as is then customary for comparable restaurant or other retail establishments situated in comparable first class, mixed use developments in the local geographical area naming the Master Association (for the benefit of the Owners) as additional insured thereunder. Without limiting the foregoing, the following uses are prohibited in the Retail Unit: (A) dry cleaning plant (provided, however, this prohibition is not applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as long as no cleaning services utilizing hazardous materials are conducted at such location); (B) flea market or swap shop; (C) place of worship; (D) pawn shops; (E) check cashing services; (F) massage parlor (provided, however, that this

restriction will not prohibit or restrict the providing of massages in a first class operation such as Massage Envy, or as ancillary to any salon, health or fitness club), adult book/pornographic materials store (or any other type of store with a preponderance of sexually explicit material for sale) or the showing of hardcore pornographic films (provided, however, that this restriction will not prohibit customary national and regional video operators), or any other sexually oriented business such as an adult theater or a facility that features nude or topless dancing; (G) beauty or barber college or other place of instruction, or any other operation catering primarily to students or trainees rather than to customers; (H) funeral parlor; (I) an business engaged in the sale of any drug paraphernalia, marijuana (or marijuana-based products) or illegal narcotics, a so-called "head shop", or any business engaged in the sale of liquor; (J) gaming, gambling, betting or games-of-chance business parlor or casino; (K) carnival, amusement park or circus; (L) gas station; (M) auto repair shop or car wash; (N) any animal medical services establishment; (O) coin operated laundry; (P) lumberyard; (Q) tattoo or piercing parlor; (R) cell phone tower; (S) auto parts store; (T) federal, state or municipal agency, affiliate or related entity; and (U) any other purposes that by their nature violate any Legal Requirements. Any uses prohibited under the Use Restrictions will be prohibited within the Retail Unit.

(b) Hotel Unit. The Hotel Unit, and each Sub-Unit thereof, will be used or occupied for the operation of an upscale hotel or other related commercial purposes that: (i) are lawful and permitted by applicable zoning ordinances, if any, and (ii) conform to all of the use restrictions set forth in the Governing Documents as well as any other covenants, rules and regulations created by the Owner of the Hotel Unit. Any uses prohibited under the Use Restrictions will be prohibited within the Hotel Unit. Timeshare Uses are expressly prohibited in the Hotel Unit.

(c) Residential Unit I. The Residential Unit I, and each Sub-Unit thereof, will be used or occupied solely for residential purposes and related uses associated with the operation of the Residential Unit I as a high-end residential condominium project consistent with the Project Standard, that: (i) are lawful and permitted by applicable zoning ordinances, if any, and (ii) conform to all of the use restrictions set forth in the Governing Documents as well as any other covenants, rules and regulations created by the Owner of Residential Unit I. Any uses prohibited under the Use Restrictions will be prohibited within the Residential Unit I. Timeshare Uses are expressly prohibited in Residential Unit I.

(d) Residential Unit II. The Residential Unit II, and each Sub-Unit thereof, will be used or occupied solely for residential purposes and related uses associated with the operation of the Residential Unit II as a high-end residential condominium project consistent with the Project Standard, that: (i) are lawful and permitted by applicable zoning ordinances, if any, and (ii) conform to all of the use restrictions set forth in the Governing Documents as well as any other covenants, rules and regulations created by the Owner of Residential Unit II. Any uses prohibited under the Use Restrictions will be prohibited within the Residential Unit II. Timeshare Uses are expressly prohibited in Residential Unit II.

(e) Special Restrictions for Balcony Areas. Nothing will be placed on a Balcony Area that is visible from the exterior of a Building that, in Declarant's sole discretion during the Development Period, detracts from the overall aesthetic quality of the Property or is inconsistent with the Maintenance Standard and the Project Standard. Additionally, if the Master Association determines that a Balcony Area is unsightly (including the need for any cleaning of windows or doors and the presence of any balcony decorations visible from outside a Unit), the Master Association may give the applicable Owner notice of such condition and a reasonable time period in which to correct it. Although items or objects such as doormats, furniture, plants and decorative items may be placed on the Balcony Areas, the Master Association reserves the right

to determine whether a Balcony Area is unsightly or cluttered and may request the removal of such items. A Balcony Area will be presumed to be unsightly if the Master Association receives written notice concerning a Balcony Area that is in violation of the Governing Documents from any neighboring property owner. In such event, the Master Association will give the Owner of such Balcony Area notice and a reasonable time period in which to correct the violation in accordance with this Section and will thereafter, if not remedied by the Owner within the specified time period, take such reasonable actions as are necessary as to bring the Balcony Area into compliance with the Governing Documents and recover any costs associated with such corrections in accordance with Section 5.2 of this Master Declaration.

Section 3.2 Leases of Units. Units (or portions thereof) may be leased. Any Lease must be in writing and will state that it is subject in all respects to the provisions of the Governing Documents. Each Lease of a Sub-Unit will also be subject to those leasing restrictions set forth by the Master Association and the respective Sub-Unit Condominium Association, as described in the Policy Guidelines, the Regulations, the Sub-Unit Declaration, the Governing Documents or the rules and regulations promulgated thereunder, as applicable; provided, however, that all Leases must subject a Tenant to all pertinent provisions of the Governing Documents to the same extent as if Tenant were an Owner, including all insurance requirements. Notwithstanding the foregoing or any provision of a Lease between an Owner and a Tenant, the Owner will not be relieved of any obligation under the Governing Documents and will remain primarily liable thereunder.

Section 3.3 Parking. All parking within the Condominium will be in accordance with the Governing Documents.

Section 3.4 Signage Rights. All Signage erected on the Property in accordance with the Governing Documents will be (a) in compliance with the Project Standard, the Governing Documents and the Legal Requirements; and (b) approved in writing by Declarant, in Declarant's sole discretion, during the Development Period and the Master Association thereafter. Each Owner will be responsible, at its sole expense, for: (x) obtaining and maintaining all necessary permits and approvals required under all applicable Legal Requirements with respect to the erection and maintenance of any Signage; (y) keeping and maintaining, or causing to be kept and maintained any such Signage in accordance with the Project Standard and Section 5.1 of this Master Declaration; and (z) keeping or causing to be kept all lighting and other equipment in connection with any such Signage in good working order and condition. The Master Association may remove any such Signage, as necessary, in connection with any of its maintenance and repair or other obligations under this Master Declaration or may require the Unit Owner to do so. The Owner of the Unit utilizing the Signage Rights will be responsible for the cost of repairing the Common Elements or Units if such repairs are necessitated by use or misuse of such Owner's respective Signage Rights. The Master Association will not be responsible for insuring fixtures, Signage and other Improvements installed pursuant to the Signage Rights and will not be liable to any Owner or any other Person for any loss or damage from any cause to the fixtures, Signage and other Improvements installed pursuant to the Signage Rights. **THE OWNERS AGREE TO INDEMNIFY THE MASTER ASSOCIATION PARTIES, INDIVIDUALLY AND COLLECTIVELY, AGAINST LOSSES DUE TO ANY AND ALL CLAIMS FOR DAMAGES OR LAWSUITS, BY ANYONE, ARISING FROM THE USE OR MISUSE OF THEIR RESPECTIVE SIGNAGE RIGHTS, EXCEPT TO THE EXTENT OF THE GROSS NEGLIGENCE OR WILLFUL ACT OR INTENTIONAL OMISSION OF THE MASTER ASSOCIATION PARTIES.** The Owners of the Retail Unit and the Hotel Unit are hereby permitted to assign their respective Signage Rights to their Tenants and Sub-Unit Owners. The Owners of the Residential Unit I and Residential Unit II are hereby permitted to assign each of their respective Signage Rights only to the applicable Sub-Unit Condominium Association. Such Signage Rights will bind and inure to the benefit of the assigning Owner and its successors and assigns.

Section 3.5 Architectural Control.

(a) Architectural Control by Declarant. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that during the Development Period no Improvements will be started or progressed without the prior written approval of the Architectural Reviewer, which approval may be granted or withheld at the Architectural Reviewer's sole discretion. During the Development Period, neither the Master Association nor a committee appointed by the Master Association may involve itself in the approval of any Improvements. Until the expiration or earlier termination of the Development Period, the Architectural Reviewer is Declarant or its Designee. No Improvements constructed or caused to be constructed by Declarant will be subject to the terms and provisions of this Section 3.5 and are not required to be approved by the Architectural Reviewer. In reviewing and acting upon an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization. Declarant may designate one or more persons from time to time to act on its behalf in reviewing and responding to applications.

During the Development Period, Declarant may from time to time, but is not obligated to, designate one or more persons from time to time to act on its behalf and may delegate all or a portion of its reserved rights under this Section 3.5(a) to an architectural control committee appointed by the Master Association or a committee comprised of architects, engineers, or other Persons. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant to: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. Declarant is not responsible for: (i) errors in or omissions from the plans and specifications submitted to Declarant; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with applicable law.

(b) Architectural Control by the Master Association. Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Master Association, or the Development Period is terminated or expires, the Master Association has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Master Association, acting through an architectural control committee (the "ACC") will assume jurisdiction over architectural control and have the powers of the Architectural Reviewer hereunder.

The ACC will consist of at least three persons appointed by the Board of Directors. Members of the ACC serve at the pleasure of the Board of Directors and may be removed and replaced at the Board of Directors' discretion. At the Board of Directors' option, the Board of Directors may act as the ACC, in which case all references in the Governing Documents to the ACC will be construed to mean the Board of Directors. Members of the ACC need not be Owners, and may but need not include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Board of Directors.

The ACC has sole discretion with respect to taste, design, and all standards specified in this Section 3.5. The members of the ACC have no liability for the ACC's decisions made in good faith, and which are not arbitrary or capricious. The ACC is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the ACC; (ii) supervising construction

for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with applicable law.

(c) **RELEASE.** EACH OWNER, BY ACCEPTING TITLE TO A UNIT, HEREBY RELEASES AND HOLDS HARMLESS DECLARANT, THE MASTER ASSOCIATION, THE ARCHITECTURAL REVIEWER, THE ACC, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, PARTNERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ARCHITECTURAL REVIEWER'S ACTS OR ACTIVITIES UNDER THIS MASTER DECLARATION AND THE OTHER GOVERNING DOCUMENTS.

(d) **Prohibition of Construction, Alteration, and Improvement.** No Improvements shall be constructed on, and no addition, alteration, improvement, installation, modification, redecoration, or reconstruction thereof may occur, unless approved in advance and in writing by the Architectural Reviewer. The Architectural Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property. Notwithstanding the foregoing, unless otherwise provided in the Design Guidelines, an Owner shall have the right to modify, alter, decorate, redecorate, or improve the interior of any Improvement within such Owner's Unit, provided that such modification, alteration, decoration, or improvement cannot be seen in the sight line of normal visual range of a person on a public street, private street, thoroughfare, or sidewalk.

(e) **Submission and Approval of Plans and Specifications.** Construction plans and specifications or, when an Owner desires solely to plat, re-subdivide or consolidate Units, a proposal for such plat, re-subdivision or consolidation, will be submitted in accordance with the Design Guidelines, if any, or any additional rules adopted by the Architectural Reviewer together with any review fee which may be imposed by the Architectural Reviewer in accordance with Section 3.5(f). No plat, re-subdivision or consolidation will be made, nor any Improvement placed or allowed on any Unit, until the plans and specifications and the contractor or builder which the Owner intends to use to construct the proposed Improvement have been approved in writing by the Architectural Reviewer. The Architectural Reviewer reserves the right to adopt preconditions or requirements for the approval of contractors or builders proposed by the Owner to construct such Improvements. The Architectural Reviewer may, in reviewing such plans and specifications consider any information that it deems proper; including any permits, environmental impact statements or percolation tests that may be required by the Architectural Reviewer or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The Architectural Reviewer may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the Architectural Reviewer, in its sole discretion, may require. Site plans must be approved by the Architectural Reviewer prior to the clearing of any Unit or the construction of any Improvements. The Architectural Reviewer may refuse to approve plans and specifications for proposed Improvements, or for the plat, re-subdivision or consolidation of any Unit on any grounds that, in the sole and absolute discretion of the Architectural Reviewer, are deemed sufficient, including purely aesthetic grounds. Notwithstanding any provision to the contrary in this Master Declaration, the Architectural Reviewer may issue an approval to a Residential Declarant for the construction of Improvements based upon the review and approval of plan types and adopt a procedure which differs from the procedures for review and approval otherwise set forth in this Master Declaration.

(f) Design Guidelines. Declarant will have no obligation to establish Design Guidelines for the Property, or any portion thereof. If adopted, however, the Architectural Reviewer will have the power, from time to time, to adopt, amend, modify, or supplement the Design Guidelines which may apply to all or any portion of the Property. In the event of any conflict between the terms and provisions of the Design Guidelines and the terms and provisions of this Master Declaration, the terms and provisions of this Master Declaration will control. In addition, the Architectural Reviewer will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Master Declaration. Such charges will be held by the Architectural Reviewer and used to defray the administrative expenses and any other costs incurred by the Architectural Reviewer in performing its duties hereunder; provided, however, that any excess funds held by the Architectural Reviewer will be distributed to the Master Association at the end of each calendar year. The Architectural Reviewer will not be required to review any plans until a complete submittal package, as required by this Master Declaration and the Design Guidelines, is assembled and submitted to the Architectural Reviewer. The Architectural Reviewer will have the authority to adopt such additional or alternate procedural and substantive rules and guidelines not in conflict with this Master Declaration (including the imposition of any requirements for a compliance deposit, certificates of compliance or completion relating to any Improvement, and the right to approve in advance any contractor selected for the construction of Improvements), as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

(g) Failure to Act. In the event that any plans and specifications are submitted to the Architectural Reviewer as provided herein, and the Architectural Reviewer fails to either approve or reject such plans and specifications for a period of 60 days following such submission, the plans and specifications will be deemed disapproved.

(h) Variances. The Architectural Reviewer, in its sole and absolute discretion, may grant variances from compliance with any of the provisions of the Governing Documents. All variances must be evidenced in writing and, if Declarant has delegated its rights to the Master Association, must be approved by Declarant until expiration or termination of the Development Period. If a variance is granted, no violation of any of the provisions of the Governing Documents will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend any of the terms and provisions of the Governing Documents for any purpose, except as to the particular Unit, or portion thereof, or Improvement thereon or therein, and in the particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of the Governing Documents.

(i) Duration of Approval. The approval of any final plans and specifications, and any variances granted in accordance with the Governing Documents, will be valid for a period of 180 days only. If construction in accordance with such plans and specifications or variance is not commenced within such 180 day period and diligently prosecuted to completion thereafter, the Owner will be required to resubmit such final plans and specifications or request for a variance in accordance with the Governing Documents, and Declarant, or the Master Association if applicable, will have the authority to re-evaluate such plans and specifications in accordance with this Section 3.5(i) and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

(j) No Waiver of Future Approvals. The approval of the Architectural Reviewer to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Architectural Reviewer will not be deemed to constitute a

waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the Architectural Reviewer.

(k) **NO LIABILITY OF THE ARCHITECTURAL REVIEWER.** DECLARANT, THE MASTER ASSOCIATION, THE ARCHITECTURAL REVIEWER, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, PARTNERS, EMPLOYEES AND AGENTS WILL NOT BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE ARCHITECTURAL REVIEWER'S DUTIES UNDER THIS SECTION 3.5.

Section 3.6 Compliance with the Governing Documents. Each Owner, by accepting a deed conveying title to a Unit, any Sub-Unit Owner by accepting a deed conveying title to a Sub-Unit and any Tenant by execution of a Lease or by occupancy of a Unit or a Sub-Unit automatically agrees to strictly comply with the provisions of the Governing Documents and all the Legal Requirements. A failure or refusal of an Owner, a Sub-Unit Owner or a Tenant to so comply with provisions of Governing Documents and all Legal Requirements, after written notice, will constitute a Dispute (to the extent so included within the definition of "Dispute" set forth in Section 1.1 of this Master Declaration) that will be resolved in accordance with Article X of this Master Declaration. In addition, during any period of such noncompliance with all of the Governing Documents and Legal Requirements, an Owner's (a) voting rights in the Master Association may by written notice be suspended by the Master Association; and (b) right to use the Common Elements or the Amenity Areas may by written notice be suspended by the Master Association or the Hotel Unit Owner, as applicable.

Section 3.7 Rights of Declarant.

(a) **Reservations.** In accordance with, and only if permitted by, the Act, Declarant reserves the right to exercise Special Declarant Rights during the Development Period, which include rights, subject to Section 3.7(c) of this Master Declaration, to: (i) upon completion of construction of the Improvements, make and record corrections to the Map to conform the same to the actual location of the Improvements, the actual size and location of the Units and/or the proper designation of the elements of the Improvements as Units, the General Common Elements or the Limited Common Elements, including the actual location of the constructed Internal Drives; (ii) establish, vacate, relocate and use the Easements as set forth in this Master Declaration; (iii) include, in any instrument initially conveying a Unit, such additional reservations, exceptions and exclusions as Declarant may deem consistent in its reasonable judgment with and in the best interests of the Owners and the Master Association; (iv) include any portion of the Condominium or a Unit in one or more of the other Units; (v) create additional Units; (vi) have and use an Easement over, under and across any and all of the Property to the extent that same may be necessary or useful in constructing, repairing or completing the Units, or the Common Elements, or as may be reasonably necessary for the exercise of any Special Declarant Rights or the performance of any obligations of Declarant; and (vii) any time, adopt any Policy Guidelines in any manner determined by Declarant, including in any manner necessary to meet the requirements of the Maintenance Standard and the Project Standard. To the extent permitted by the Act, Declarant will have the right to file a Supplemental Declaration as may be necessary in the exercise of the Special Declarant Rights. Each Owner, by acceptance of the deed to its Unit, hereby acknowledges and agrees that Declarant and any Owner of the Hotel Unit and any Owner of the Retail Unit reserves the following rights at the sole discretion of Declarant or such Owner, as applicable, without a vote of the other Owners or the Mortgagees or

approval of the Master Association the right to: (A) convert landscaping, curbs, sidewalks and other Improvements to Limited Common Elements or General Common Elements, and to modify the Governing Documents to reflect the same; or (B) designate portions of the Condominium as Limited Common Elements or General Common Elements, or subject to the Easements, and to modify the Governing Documents to reflect the same.

(b) Additional Declarant Rights. In addition to all other rights reserved to Declarant pursuant to this Master Declaration, in accordance with, and only if permitted by, the Act, Declarant reserves the following rights:

(i) the right (but not the obligation), by a Supplemental Declaration, to supplement or modify any Unit by adding additional facilities or deleting facilities, to designate additional portions of the Condominium as part of any Unit, or to combine Units; provided, however, Declarant may not add or delete facilities from any Unit or combine Units, unless Declarant or an Affiliate of Declarant is the Owner of such Unit or Units. No such addition or deletion to any such Unit or combination of Units will affect the interest in the Common Elements, the share of Common Expenses or the voting rights appurtenant to the Units. Any Units which are combined will be treated for all such purposes as separate Units. Declarant may separate any Units it has combined, at its sole expense, into separate and distinct Units as originally set forth in the survey and the Map. Nothing in this Master Declaration, however, obligates Declarant to add to the Condominium or otherwise take any of the actions to which Declarant is entitled pursuant to this Section 3.7(b);

(ii) the right to maintain a model unit and a sales, leasing or management office, or all three, within any Unit or Sub-Unit or on the Common Elements in connection with the sale, leasing and/or management of Sub-Units, in such location as determined by Declarant. No such model unit or office will be larger than 10,000 square feet and Declarant has the right to relocate such model unit and/or office from time to time. Declarant has the right to authorize placement, upon the Common Elements, of signs designating any such model unit or sales, leasing or management office, or all three, and advertising the sale or leasing of the Sub-Units. Such signs may be placed in such locations and will be of such size and character as Declarant may determine;

(iii) the right, without the vote or consent of the Master Association or any other Owner, to: (A) make alterations, additions or improvements in, to and upon any Units owned by Declarant or its Affiliates (including the Amenity Areas), whether structural or non-structural; and (B) change the floor plan and layout of any Unit owned by Declarant or its Affiliates. However, no such alteration, improvement or change will interfere with any structural support of any Unit or the Common Elements or the provision of utility service to any Unit or the Common Elements. All work done in accordance with the provisions of this Section 3.7(b) will be done in compliance with the Governing Documents and all applicable Legal Requirements;

(iv) the right for itself and for Declarant's architect, engineer, other design professionals, builder, and general contractor, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any Systems, Structure, Improvement, or condition that may exist on any portion of the Condominium, including the Common Elements and the Units, and a perpetual nonexclusive easement of access throughout the 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. This Section 3.7(b)(iv) may not be construed to create a duty for Declarant, or for Declarant's architect, engineer, other design professionals, builder, and general contractor, and may not be amended without Declarant's written and acknowledged consent. In support of this reservation, each Owner, by accepting an interest in or title to a Unit, hereby grants to Declarant, and Declarant's architect, engineer, other design professionals, builder, and general contractor an easement of access and entry over, across, under, and through the Condominium, including all Common Elements and each Unit for the purposes contained in this Section 3.7(b)(iv); and

(v) the right to exercise the Declarant Parking Rights without the prior, written consent of Mortgagee, the Master Association or any Owner, provided that such exercise will not: (A) cause any Unit to fail to be in compliance with any applicable Legal Requirements; (B) reduce the number of parking spaces that are currently a Limited Common Element of a Unit (except with the express consent of the Owner of such Unit, in such Owner's sole discretion); (C) materially alter the nature of any parking spaces that are currently a Limited Common Element of a Unit (except with the express consent of the Owner of such Unit, in such Owner's sole discretion), including the general size of the parking spaces (compact or full size) or covered or uncovered parking spaces; (D) relocate any parking spaces that are currently a Limited Common Element of a Unit (except with the express consent of the Owner of such Unit, in such Owner's sole discretion); or (E) violate the terms of any Easement. To the extent that the exercise of the Declarant Parking Rights benefits a particular Unit, the costs associated with Declarant Parking Rights will be allocated as an Additional Assessment to the Owner of such Unit.

(c) Rights During Warranty Period. For as long as Declarant or its Designees remains liable under any warranty, whether statutory, express or implied, for any act or omission of Declarant or its Designees in the development, construction, sale and marketing of any portion of the Condominium, Declarant and its Designees will have the right, in Declarant's sole discretion and from time to time, whether during the Development Period or after, to enter the Common Elements and the Units for the purpose of making necessary inspections, tests, repairs, improvements or replacements required for Declarant to fulfill any of its warranty obligations. Failure of the Master Association or any Owner to grant such access may result in the applicable warranty being nullified by Declarant and of no further force or effect. Nothing in this Section 3.7(c) will be deemed, implied or construed as Declarant making or offering any warranty, all of which deemed, construed or implied warranties are hereby disclaimed.

(d) Exemptions. In order that the development of the Condominium may be undertaken and established as a fully operating mixed-use development, the Owners, the Master Association, any Sub-Unit Owner and any Sub-Unit Condominium Association will refrain from interfering with Declarant's activities during the Development Period except to the extent such activities may be prohibited or limited by the Governing Documents, including any act or failure to act preventing Declarant: (i) or its Designees from conducting any activity or operations on or in connection with the Condominium that Declarant determines in its reasonable judgment to be necessary or advisable in connection with the completion of the development of the Condominium or the alteration of its construction plans and designs as Declarant determines in its reasonable judgment advisable in the course of development, enlargement or subsequent alteration of any Improvements; (ii) or its Designees from erecting, constructing and maintaining on any of the Property owned or controlled by Declarant or its Designees, such structures as may be reasonably necessary for the conduct of its or their business of completing said development

and establishing the Condominium as a community and disposing of the same by sale, lease or otherwise; (iii) or its Designees from conducting on the Property its business of developing, subdividing, grading and constructing the Improvements in the Condominium or disposing of Units thereon by sale, lease or otherwise; (iv) from determining in its sole discretion the nature of the types of Improvements to be constructed as part of the Condominium; (v) or its Designees from filing any amendments or Supplemental Declarations to this Master Declaration; or (vi) or its Designees from modifying, changing, re-configuring, removing or otherwise altering any Improvements located on the Common Elements. Declarant and its Designees will have the right to enter upon the Property and operate thereon such vehicles and equipment as will be necessary in the sole discretion of Declarant or its Designees for such purposes. In general, Declarant will be exempt from all restrictions set forth in this Master Declaration to the extent such restrictions interfere in any manner with Declarant's plans for construction, development, modification, use, sale, lease or other disposition of all or any portion of the Property, including any use restrictions contained in this Article III, which Declarant may waive or vary from time to time in Declarant's sole and absolute discretion.

(e) Limitation on Rights. The Special Declarant Rights may be exercised by Declarant during the Development Period only, to the extent and only if permitted by the Act, and only if such exercise does not cause a Material Adverse Effect on a Unit(s), as applicable, not owned by Declarant or an Affiliate of Declarant. The rights of Declarant under this Section 3.7 may be exercised as to different portions of the Property at different times. Declarant provides no assurance whether any right or rights under this Section 3.7 will be exercised, the portions of the Property as to which such rights may be exercised or as to the order of exercise of any of such rights. The exercise of any right or rights as to any portion of the Property does not obligate Declarant to exercise such right or rights in any other portion of the Property.

Section 3.8 Easements. Each Owner accepts a deed conveying title to its Unit subject to the Easements granted and reserved, as applicable, in this Section 3.8 and Section 3.9 of this Master Declaration, which Easements (and all related rights and obligations related to such Easements arising on or after the date of any transfer) will run with the Condominium.

(a) Access Easement. Declarant hereby grants and reserves a perpetual, assignable and non-exclusive Access Easement over, on, under, and across each Unit as may reasonably be necessary for its own benefit and for the benefit of each Unit and the Master Association, as applicable, for: (i) the maintenance, repair or replacement of any of the Common Elements thereon or accessible therefrom; (ii) the use of a Unit by its Owner, provided no other reasonable means of access exists or as necessitated by any Legal Requirement; (iii) the exercise by Declarant of the Special Declarant Rights or the performance of any obligations of Declarant under the Governing Documents; (iv) the making of emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit; (v) the evacuation of all or any part of the Property in the event of an emergency; and (vi) such other reasonable purposes as are decided by the Master Association to be necessary for the performance of the obligations of the Master Association as described in the Governing Documents.

The Master Association, the Manager, and each Owner may enter a Unit or Sub-Unit to the extent reasonably necessary in case of an emergency originating in or threatening the Unit or any other Unit whether or not the Owner, Sub-Unit Owner or Tenant of such Unit is present at the time. The Person making such entry will take reasonable precautions to protect such premises and any inventory, fixtures and other personal property contained therein from damage and theft. This right of entry may be exercised by any Manager, the Owners, the Master Association and their directors, officers, agents and employees, and by all police officers, firefighters and other

emergency personnel in the performance of their respective duties. Also, the Master Association may enter a Unit to perform installations, alterations or repairs to the mechanical, electrical or utility services which, if not performed, would affect the use of other Units or the Common Elements; provided that, if possible, requests for any entry will be made in advance and at a time convenient to the Owner or manager of the affected Unit and further subject to the foregoing limitations. In case of an emergency, the right of entry is immediate and if an Owner refuses to provide entry, such Owner is liable for the cost of repairs to the Unit or the Common Elements caused by the Master Association's, any Manager's, or another Owner's chosen method of access under such circumstances.

(b) Common Elements Easement. Declarant hereby grants and reserves a perpetual, assignable and non-exclusive Common Elements Easement over, on and across the Common Elements, including the Internal Drives, for its own benefit and for the benefit of each Unit (which is an intended beneficiary of such Common Element) and the Master Association for ingress to and egress from each Unit and for the use of the Common Elements in accordance with the Governing Documents. Except as provided in the Allocation Document, the Common Elements Easement will be maintained by the Master Association as provided in Section 5.1 of this Master Declaration.

(c) Amenity Easement. Declarant hereby grants and reserves a perpetual and non-exclusive easement for ingress and egress by pedestrian traffic over, on and across the Amenity Areas for its own benefit and for the benefit of each Unit and the Master Association, provided that the Hotel Unit Owner may temporarily close or restrict access to the Amenity Areas or parts of the Amenity Areas by such methods as the Hotel Unit Owner deems necessary or advisable (subject to applicable Legal Requirements) (i) in order to protect the safety and security of persons and property located on or in the Hotel Unit (but without any obligation to do so), and/or (ii) in connection with construction activities or the maintenance, repairs, and replacements to Improvements in, on, or under the Hotel Unit.

(d) Roof Easement. Declarant hereby grants and reserves a perpetual, assignable, and non-exclusive Roof Easement over, on and across the Roof Easement Area for its own benefit for any purpose, including the exclusive right to use the Roof Easement Area for electric, satellite, telecommunications, transmitting and similar equipment and Signage, and for the placement, use and maintenance of such equipment and Signage thereon. Except as provided for herein, Declarant has the right to all Rents associated with any such use described above. Declarant will have the unrestricted right to move or remove equipment and/or improvements, as necessary in connection with its rights granted herein with respect to the Roof Easement. Declarant is not required to insure equipment or improvements installed pursuant to the Roof Easement and is not liable to the Master Association, any Owner, or any other Person for any loss or damage from any cause to the equipment or improvements in the Roof Easement Area. The portion of the Roof Easement Area used by Declarant will be maintained by Declarant in accordance with the Maintenance Standard and Section 5.1 of this Master Declaration. Except as provided in the Allocation Document, the remainder of the Roof Easement Area will be maintained by the applicable Owner as provided in Section 5.1 of this Master Declaration.

(e) Skin Easement. Declarant hereby reserves a perpetual, assignable and exclusive (except for the Signage Rights) Skin Easement over, on and across the Skin Easement Area for its own benefit for use of the Skin, for the purposes described below in this subsection. Declarant's use of the Skin Easement will not materially and adversely obstruct the view from any window of any Building. The area of the Improvements used by Declarant for the purposes described below will be maintained by Declarant in accordance with Section 5.1 of this Master Declaration.

Except as provided in the Allocation Document, the other areas of the Skin will be maintained by the Owner of the Unit containing such portion of the Skin in accordance with Section 5.1 of this Master Declaration. Declarant reserves the right to all Rents associated with any such use. Declarant may use the Skin for electric, satellite, telecommunications, transmitting and similar equipment and Signage, and for the placement, use and maintenance of such equipment and Signage, and similar purposes. Declarant will have the unrestricted right to move or remove equipment and/or improvements, as necessary in connection with its rights granted herein with respect to the Skin Easement, provided the same causes no unreasonable interference with the use or operation of a Unit. Declarant is not required to insure equipment or improvements installed pursuant to the Skin Easement and is not liable to the Master Association, any Owner, or any other person for any loss or damage from any cause to the equipment or improvements in the Skin Easement Area.

(f) Support Easement. Declarant hereby grants and reserves a perpetual, assignable and non-exclusive Support Easement over, on and across any Structure that is a Common Element for its own benefit and the benefit of each Unit for support of all portions of the Improvements.

(g) Systems Easement. Declarant hereby grants and reserves a perpetual, assignable and non-exclusive Systems Easement over, on and across the Common Elements and the Units for its own benefit and for the benefit of each Owner and the Master Association for the use of and the connection to any portion of the Systems that constitute a Common Element. Except as provided in the Allocation Document, the area of the Common Elements subject to the Systems Easement will be maintained by the Master Association as provided in Section 5.1 of this Master Declaration.

(h) Utility Easement. Declarant hereby grants and reserves a perpetual, assignable and non-exclusive Utility Easement over, on and across the Common Elements for: (i) its own benefit during the Development Period; (ii) the benefit of utility companies; and (iii) the benefit of the Master Association upon the expiration of the Development Period for supplying utility service to any part of the Condominium. Declarant may record an easement agreement or easement relocation agreement in the Real Property Records, specifically locating or relocating any Utility Easement subsequent to the recordation of this Master Declaration, and each Owner, by acceptance of the deed to a Unit, hereby grants Declarant during the Development Period, and to the Master Association thereafter, an irrevocable power of attorney, coupled with an interest, with full power and authority to locate or relocate any Utility Easement. Except as provided in the Allocation Document, the area of the Common Elements subject to Utility Easements will be maintained by the Master Association as provided in Section 5.1 of this Master Declaration.

(i) Telecommunications Easement. Declarant hereby grants and reserves for itself an exclusive, assignable, perpetual and irrevocable easement, license and right to use the Telecommunications Easement Area for licensing to others the right to install and operate Telecommunications Equipment (as herein defined). Declarant, for itself and its assigns and Designees, hereby reserves the right to use, sell, lease or assign all or any portion of the Telecommunications Easement Area, for the construction, installation, use, maintenance, repair, replacement, improvement, removal and operation of telecommunications, video and digital equipment, including without limitation, broadcast antennae and related equipment, cell tower equipment, or other wireless communication antennae and related equipment, cable or satellite television equipment and equipment for high-speed internet access (hereinafter collectively referred to as the "Telecommunications Equipment"). In addition, Declarant, for itself and its assigns and Designees, reserves a non-exclusive, perpetual and irrevocable easement over the

Property for access to and from the Telecommunications Easement Area and to construct, install, use, maintain, repair, replace, improve, remove, operate and license or allow others to do the same, any utility lines servicing the Telecommunications Equipment, including the right to utilize electrical power from any Unit, but subject to the right of the Owner of such Unit charging for the actual costs of such electrical power and any sub-metering costs associated with determining electrical usage and provided that such electrical usage will not cause such Unit's electrical capacity to be limited for its own use, and in such event, Declarant and its assigns and Designees will cease such use of electrical power or provide additional capacity to the affected Owner's electrical system, at the sole expense of the party exercising the easement and use rights set forth in this subsection. Declarant also reserves the right to select and contract with Designees to install, operate, and/or maintain the Telecommunications Equipment and to provide any telecommunication, video or digital service associated therewith, which contracts may be assignable to the Master Association or to any Sub-Unit Condominium Association. Declarant has and hereby reserves unto it and its assigns and Designees the sole and exclusive right to collect and retain any and all income received from or in connection with the rights described in this subsection. The Telecommunications Easement will be maintained by Declarant in accordance with the Maintenance Standard. Declarant is not required to insure equipment or improvements installed pursuant to the Telecommunications Easement and is not liable to the Master Association, any Owner, or any other person for any loss or damage from any cause to the equipment or improvements in the Telecommunications Easement Area. The rights reserved to Declarant under this subsection will benefit only Declarant and its assigns and Designees. No other Owners or successors-in-title to any portion of the Property has any rights to income derived from or in connection with the easements granted in this subsection, except as expressly approved in writing by Declarant. The provisions of this subsection will not be amended without the written consent of Declarant.

(j) Vertical Access Easement. Declarant hereby grants and reserves a perpetual, assignable and non-exclusive Vertical Access Easement over, on and across the access through the stairways, the elevators, the elevator shafts, fire rooms, fire systems and lobbies located within each Building for its own benefit and for the benefit of each Unit (which is an intended beneficiary of such areas) and the Master Association, as needed. Except as provided in the Allocation Document, the Vertical Access Easement will be maintained in accordance with the Maintenance Standard and Section 5.1 of this Master Declaration by the Owner of such areas or by the Master Association if such areas are Common Elements.

(k) Sub-Unit Easements to Benefit Sub-Units. Upon and simultaneously with the filing of a Sub-Unit Declaration in the Real Property Records, the Unit Owner will, in accordance with the Sub-Unit Declaration, designate all or a portion of the Unit Owner's rights in and to the Easements, to the Sub-Unit Owners as the common elements of such Sub-Unit Condominium, to the extent such Easement is expressly assignable according to this Section 3.8.

(l) Miscellaneous. None of the Easements granted or reserved in this Section 3.8 will be used in a manner which adversely affect the structural integrity of the Buildings. Notwithstanding the assignability of the Easements, no Easement may be assigned to any Person that is not the Owner, Sub-Unit Owner or Tenant of the Unit or tenant of a Sub-Unit that is benefited by the respective Easement, nor will any Owner that is benefited by an Easement grant a sub-easement or a license to any area covered by any Easement, unless such assignment is expressly provided for in this Section 3.8 or except as consented to by the Master Association; provided, however, that this prohibition will not prohibit Declarant from granting leases, licenses or sub-easements to the Skin Easement, the Telecommunications Easement, or the Roof

Easement. Use and availability of any facilities or areas covered by any of the Easements are subject to the Regulations and the Legal Requirements.

Section 3.9 Encroachments. If, as a result of the original construction, reconstruction, repair, shifting, settlement or other circumstance, any portion of the Common Elements encroaches upon an Owner's Unit, an irrevocable and perpetual easement over, on and across such Unit for such encroachment and for the maintenance of such easement is hereby granted and conveyed to the Master Association by each Owner at the time each Owner's Unit is conveyed to the Owner. If as a result of the original construction, reconstruction, repair, shifting, settlement or other circumstance any portion of an Owner's Unit encroaches upon the Common Elements, or upon any adjoining Owner's Unit, an irrevocable and perpetual easement for such encroachment and for the maintenance of such easement over, on and across each Owner's Unit is hereby granted to the Owner of such Unit. Such encroachments and easements will not be considered or determined to be encumbrances either upon a Unit or upon the Common Elements.

Section 3.10 Rights of an Owner. An Owner will have the right, at its sole discretion, to sell, transfer, assign, or convey such Owner's Unit or any portion of or interest in such Unit to any third party, subject to the terms of this Master Declaration.

Section 3.11 Amenity Areas.

(a) Use. The Amenity Areas will be subject to the procedures and regulations set forth in any regulations, policies or other operations plans, as may be adopted by the Hotel Unit Owner. Declarant hereby reserves the Amenity Rights for the Hotel Unit Owner with respect to the Amenity Areas, and the Hotel Unit Owner will have the right to record an amendment or supplement to this Master Declaration and the Map, without the consent or joinder of any other party, memorializing the terms and conditions relating to the Amenity Areas and the exercise of the Amenity Rights as set forth in this Master Declaration, including the right to convert any portion of the Amenity Areas to part of a Unit or Common Elements. Each Owner, by acceptance of the deed to a Unit, hereby agrees and acknowledges that Hotel Unit Owner reserves the right to convert any portion of the Amenity Areas to part of a Unit or Common Elements at the discretion of the Hotel Unit Owner.

(b) General Waivers and Releases. ANY PARTY USING THE AMENITY AREAS (THE "AMENITY USERS") HEREBY WAIVES ALL CLAIMS AGAINST THE HOTEL UNIT OWNER AND ITS ASSIGNS, SUCCESSORS, AND DESIGNEES (INCLUDING ITS OPERATORS AND LICENSORS) (COLLECTIVELY, THE "AMENITY OWNER PARTIES") RELATING TO SUCH USE OF THE AMENITY AREAS, EXCEPT TO THE EXTENT OF THE GROSS NEGLIGENCE OR WILLFUL ACT OR INTENTIONAL OMISSION OF AN AMENITY OWNER PARTY. THE AMENITY USERS HEREBY ACKNOWLEDGE THAT THE HOTEL UNIT OWNER DOES NOT HAVE AN OBLIGATION TO PROVIDE ANY SECURITY SERVICES TO THE AMENITY AREAS AND THE AMENITY USERS ARE USING THE AMENITY AREAS AT THEIR OWN RISK.

(c) INDEMNIFICATION. THE AMENITY USERS WILL DEFEND, INDEMNIFY, AND HOLD THE AMENITY OWNER PARTIES HARMLESS FROM ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, SUSTAINED IN CONNECTION WITH THE AMENITY USERS' USE OF THE AMENITY AREAS, INCLUDING, WITHOUT LIMITATION, THOSE

CAUSED BY THE AMENITY USERS' ACTUAL OR ALLEGED NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT WILL THE AMENITY USERS BE OBLIGATED TO DEFEND, INDEMNIFY AND HOLD THE AMENITY OWNER PARTIES HARMLESS FOR ANY CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, SUSTAINED IN CONNECTION WITH THE AMENITY USERS' USE OF THE AMENITY AREAS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL ACT OR INTENTIONAL OMISSION OF AN AMENITY OWNER PARTY.

(d) Injuries to Persons. The Amenity Users waive and release the Amenity Owner Parties from any liability, cost or expense incurred by the Amenity Users related to the death or injury to the Amenity Users EVEN IF THE DAMAGE OCCURRED AS A RESULT OF THE NEGLIGENCE IN WHOLE OR IN PART OF AN AMENITY OWNER PARTY, EXCEPT TO THE EXTENT OF THE GROSS NEGLIGENCE OR WILLFUL ACT OR INTENTIONAL OMISSION OF AN AMENITY OWNER PARTY. This release and waiver include a release and waiver from any and all direct damages as well as any liability for indirect, special or consequential damages. As a condition to the issuance of any access control device, Hotel Unit Owner may require a written acknowledgment and consent to this release and waiver of liability for injury or death by any Amenity User.

ARTICLE IV

Matters Regarding the Master Association

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

Section 4.2 Allocation of Votes in the Master Association. Each Owner will automatically be a member of the Master Association and will possess a vote with respect to each Unit owned by such Owner as reflected on Exhibit B attached to this Master Declaration with respect to any matter on which members of the Master Association will be entitled to vote. If a Unit is subdivided pursuant to the provisions of Section 2.3 of this Master Declaration, the Sub-Unit Condominium will have only the number of votes in the Master Association that the subdivided Unit was entitled to as a member of the Master Association prior to the Unit being subdivided. The board of directors of any Sub-Unit Condominium Association will, at the organizational meeting of the board of directors of the Sub-Unit Condominium Association, appoint one of its members as the sole representative of the Sub-Unit Condominium as a member of the Master Association. The Master Association is required to deal only with such appointed representative and if no member of the board of directors of a Sub-Unit Condominium Association is appointed by the board of directors of the Sub-Unit Condominium Association, neither the Sub-Unit Condominium nor any Sub-Unit will have any vote or ability to exercise any rights under this Master Declaration, including bringing legal action against the Master Association until such time as the board of directors of the Sub-Unit Condominium Association has

agreed and so designated their representative or a representative is otherwise designated as described in Section 2.3(b) of this Master Declaration.

Section 4.3 Board of Directors. The Board of Directors will be initially established by Declarant as set forth in the Bylaws and the Certificate of Formation. If the office of any Director will become vacant by reason of death, resignation, retirement, disqualification, removal from office, expiration of term or otherwise, the Owner, which selected such Director will select a successor in accordance with the Bylaws. Any decision to be made by the Board of Directors pursuant to the terms of the Governing Documents for which a threshold for voting is not expressly provided therein will require an affirmative vote by a Majority of the Board of Directors.

Section 4.4 Release. Subject to the Master Association's obligations under this Master Declaration, each Owner, any Sub-Unit Condominium Association and Sub-Unit Owner hereby releases, acquits and forever discharges the Master Association, and its Affiliates, parents, members, subsidiaries, officers, directors, agents, 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, or the sale to the Owners or Sub-Unit Owners of the Units, any Sub-Unit or the Common Elements. This release will release and forever discharge the Master Association and its Affiliates, parents, members, subsidiaries, officers, directors, agents, 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.

Section 4.5 Limitation of Liability of Officers, Directors, Employees and Agents of the Master Association. No officer, director, employee or agent of the Master Association is liable to any Owner of any Unit or any 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 Governing Documents and such officers, directors, employees and agents will be indemnified in accordance with the provisions of the Governing Documents.

Section 4.6 Major Decisions. The rights of each Owner with respect to Major Decisions are identical and each Owner is entitled to consent to Major Decisions requiring such Owner's consent as set forth in the definition of "Major Decisions" set forth in Section 1.1 of this Master Declaration, and neither the Master Association, the Board of Directors nor any other Person acting on behalf of the Master Association has the authority to act on any matter constituting a Major Decision that has an effect on such Owner's Unit, without the prior written approval of such Owner. If an Owner does not indicate its approval or denial of a Major Decision within 15 days after the submission of such Major Decision to such Owner in writing, the submitting Owner may submit a request for consent from such Owner in writing a second time. If an Owner does not indicate its approval or denial of a Major Decision with 15 days after receipt of the second request, the Major Decision will be deemed approved by such Owner. Upon any Owner's receipt of a submission requesting consent to a Major Decision, such Owner, or Person acting on behalf of such Owner, may request additional information (including documents, agreements, plans, etc.), and such additional information will be promptly delivered to the requesting Owner.

Section 4.7 Unilateral Decisions. An Owner may make any Unilateral Decision without notifying the other Owners, and the Owner making or effecting such Unilateral Decision will be solely liable for all costs and expenses relating to such Unilateral Decision. If an Owner desires to confirm whether an act is a Unilateral Decision, such Owner may notify the other Owners (the "Unaffected Owners") in writing of the action to be taken or other effect of the proposed decision. The Unaffected Owners will have 15 days after receipt of the original notice to deliver written notice to the proposing

Owner if the proposed decision is a Unilateral Decision and if not, the reason or explanation of why the proposed decision is not a Unilateral Decision. If no objection is received by the proposing Owner within the 15 day time period, the proposing Owner may notify the Unaffected Owner in writing a second time of the action to be taken or other effect of the proposed decision. The Unaffected Owners will have 15 days after receipt of the second notice to deliver written notice to the proposing Owner if the proposed decision is a Unilateral Decision and if not, the reason or explanation of why the proposed decision is not a Unilateral Decision. If no objection is received by the proposing Owner within the second 15 day time period, the proposing Owner may take all appropriate action necessary or desired to accomplish the purpose of the Unilateral Decision. If the Owners cannot agree on whether a decision is a Unilateral Decision pursuant to this Section 4.7, such disagreement will be considered a Dispute, which Dispute will be resolved in accordance with the provisions of Article X of this Master Declaration. Additionally, if such Unilateral Decision requires an amendment to this Master Declaration, all Unaffected Owners hereby agree to provide an executed and notarized counterpart consenting to such amendment within 30 days after receipt of a written request for such counterpart from the proposing Owner.

Section 4.8 Suspended Voting Rights. All voting or approval rights of an Owner may be suspended during any period that such Owner is delinquent in the payment of any Assessment duly established pursuant to this Master Declaration, or is otherwise in default under the terms of the Governing Documents.

ARTICLE V

Maintenance, Alterations, Taxes and Utilities

Section 5.1 Maintenance.

(a) Maintenance of Units. Except as otherwise provided in the Regulations or the Allocation Document, all maintenance, repairs and replacements of, in or to any Unit, ordinary or extraordinary, foreseen or unforeseen, including maintenance, repair and replacement of all Structure, Systems, Skin and Balcony Areas which are part of such Unit, will be performed by the Owner of such Unit in accordance with the Maintenance Standard.

(b) Maintenance of Signage. Each Owner will be responsible, at each Owner's sole expense, for keeping and maintaining any Signage with respect to the Unit owned by such Owner in accordance with the Maintenance Standard, which includes, without limitation, keeping all lighting and other equipment in connection with such Signage in good working order and condition.

(c) Maintenance of Common Elements. Except as otherwise provided in the Regulations or the Allocation Document, all of the Common Elements will be maintained by the Master Association in accordance with the Maintenance Standard, the cost and expense of which will constitute a Common Expense and will be payable as may be set forth in this Master Declaration or in the Allocation Document for which an allocation is provided. The Master Association will establish and maintain an adequate reserve fund for such purposes, to be funded by Monthly Assessments rather than by Special Assessments; provided, however, that the Master Association may require Special Assessments for such purposes, in accordance with Section 7.1(c) of this Master Declaration. Nothing in this Master Declaration will be deemed or construed as relieving any Owner from liability or responsibility for damage to the Common Elements caused by the negligence or misconduct of or a violation of the Governing Documents by an Owner or an Owner's Designees, Tenants, occupants or invitees.

(d) Maintenance of Easements. Except as otherwise provided in this Master Declaration or in the Allocation Document, all maintenance, repairs and replacements of, in or to any Easement Area, ordinary or extraordinary, foreseen or unforeseen, including maintenance, repair and replacement of all Systems which are part of such Easement Area, will be performed by the Owner of such Unit, or Limited Common Element appurtenant thereto, in which the Easement Area is located and in accordance with the Maintenance Standard. If the Easement Area is located in a General Common Element, then all maintenance, repairs and replacements of, in or to any Easement Area, ordinary or extraordinary, foreseen or unforeseen, including maintenance, repair and replacement of all Systems which are part of such Easement Area, will be performed by the Master Association and be a Common Expense, unless otherwise provided in the Allocation Document.

(e) Allocation Document. Declarant and the Owners have determined that certain maintenance functions and expenditures are the responsibility of the designated Owners or the Master Association and that certain Common Expenses are allocated in a manner other than by the Allocated Interests. Declarant and the Owners have allocated such expenses and designated the responsible Owner or the Master Association in the Allocation Document. A copy of the Allocation Document will be maintained in the records of the Master Association and is binding upon all the Owners, Sub-Unit Owners, Tenants, Mortgagees and any other party at any time having any interest in the Condominium. The Owners may agree to file the Allocation Document in the Real Property Records. The Owner or the Master Association identified in the Allocation Document as responsible for the particular maintenance function has the responsibility for performing such maintenance function in accordance with the Maintenance Standard and the Project Standard and the other applicable Owners are responsible for their applicable cost percentage reflected in the Allocation Document as Additional Assessments. The Master Association will levy an Additional Assessment against the responsible Owner or Owners for payment, and will remit such payment, when received, to the original billing Owner or will apply such payments to the expenses incurred by the Master Association, as applicable. In the event of non-payment, all lien rights in favor of the Master Association will apply, and will be subject to and governed by the provisions of Section 7.5 and Section 7.10 hereof. The Allocation Document may be amended or modified only upon the affirmative vote or consent of all affected Owners as to the responsibility to perform such work, and all Owners sharing the applicable cost, as to the cost sharing provisions set forth therein. Any Owner may request that the allocations specified in the Allocation Document be reviewed annually and the Owners will in good faith determine whether adjustment to the allocations are appropriate; provided, however, that the Owners hereby acknowledge that the failure to agree upon an adjustment will not constitute a Dispute. Declarant and each Owner acknowledge and agree that the Allocation Document and the Allocation Budget will not impact any agreements between an Owner and any Tenants of such Owner.

(f) Limitation of Liability. Neither the Master Association nor any officer, director, agent or employee of the Master Association is liable: (i) for injury or damage to any person or property caused by the elements or by the Owner or occupant of any Unit, or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from or over any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Master Association is responsible to maintain hereunder; (ii) to any Owner or Sub-Unit Owner or occupants of any Unit or Sub-Unit for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements or any Unit; or (iii) to any Owner or Sub-Unit Owner or occupants of any Unit or Sub-Unit for any damage or injury caused in whole or in part by the Master Association's failure to discharge its responsibilities under this

Section 5.1 where such damage or injury is not a foreseeable, natural result of the failure of the Master Association to discharge their respective responsibilities.

(g) Injury to Tenants' Person or Property. Except for any liability assumed by an Owner in a Lease, no Owner will be liable to any Tenant or other occupant for injury or damage to any person or property and each Tenant or other occupant must look solely to any applicable insurance and may not pursue any Owner.

Section 5.2 Failure to Maintain Unit or Easements. If any Owner fails or neglects to maintain, repair or clean its Unit, its Signage or the areas covered by an Easement as required by Section 5.1 and Section 3.8, respectively, of this Master Declaration and in accordance with the Maintenance Standard and the Project Standard, and such failure or neglect continues for 15 days after such defaulting Owner's receipt of written notice from the Master Association or an Owner (with a copy of such notice to the Master Association) of such neglect or failure, or, if such neglect or failure is not reasonably able to be cured within such 15 day period and such defaulting Owner has commenced and is diligently pursuing such cure within such 15 day period, the defaulting Owner will have an additional 30 days in which to cure such neglect or failure, then the Master Association may, but will not be obligated to, enter the Unit or upon the area covered by such Easement and take appropriate steps to perform, or cause to be performed, the maintenance, repair, cleaning and replacement in the manner as required by this Master Declaration. The cost and expense thereof incurred by the Master Association (together with interest thereon at the Past Due Rate from the date paid by the Master Association until the date such sum is repaid by such Owner) will be assessed against such defaulting Owner and will be and constitute a lien upon such defaulting Owner's Unit, which lien may be enforced in the same method as is provided for the enforcement of liens for Assessments pursuant to the provisions of Section 7.5 of this Master Declaration, and which lien and will be subject to and governed by the provisions of Section 7.5 and Section 7.10 hereof. Damage to any Unit resulting from such maintenance, repair and replacement activities by the Master Association, whether by reason of an emergency or otherwise, will constitute a Common Expense and be payable by the Master Association; provided, however, that if such maintenance, repairs or replacements are caused by the gross negligence or misconduct of or a violation of the Governing Documents by an Owner or an Owner's Tenants, occupants or invitees, then such Owner will be responsible and liable for all such damage. If the Master Association declines or fails to perform such maintenance, repair or replacement on behalf of the defaulting Owner within 30 days after such Owner's receipt of such written notice from the Master Association or an Owner, then any non-defaulting Owner will have the right to enter such Unit or upon the Easement Area and perform or cause to be performed the maintenance required by this Master Declaration. The defaulting Owner will, upon demand, reimburse the Owner making such maintenance, repair or replacement, for all costs and expenses incurred in exercise of its rights in this Master Declaration. Any charges for such costs and expenses not paid within ten days from the defaulting Owner's receipt of demand from the non-defaulting Owner will bear interest at the Past Due Rate, and the non-defaulting Owner will have the right to offset against any charges owing to the defaulting Owner by such non-defaulting Owner (including any amounts due and owing pursuant to the Allocation Document) and for any balance due and owing to the non-defaulting Owner after 60 days will be assessed against such defaulting Owner and will be and constitute a lien upon such defaulting Owner's Unit, which lien may be enforced in the same method as is provided for the enforcement of liens for Assessments pursuant to the provisions of Section 7.5 of this Master Declaration, and which lien and will be subject to and governed by the provisions of Section 7.5 and Section 7.10 hereof.

Section 5.3 Failure to Maintain Common Elements or Easements. If the Master Association or any Owner fails or neglects to maintain, repair or clean an Easement Area as required by the Governing Documents or any Common Element required to be maintained by the Master Association or Owner, as applicable, pursuant to the Governing Documents and in accordance with the Maintenance

Standard and the Project Standard and such failure or neglect continues for 30 days after such Owner's receipt of written notice of such neglect or failure from the Master Association (or an Owner, if the obligation is required to be performed by the Master Association), then the Master Association (or an Owner, if the obligation is required to be performed by the Master Association) acting on its own behalf may, but is not obligated to, enter the Common Element or Easement Area, as applicable, and take appropriate steps to perform, or cause to be performed, the maintenance, repair, cleaning and replacement in the manner as required by this Master Declaration. Notwithstanding the foregoing, if such failure is not reasonably able to be cured within such 30 day period and the Master Association or Owner, as applicable, is diligently attempting to cure such failure, the Master Association or Owner, as applicable, will have an additional 60 days in which to cure such failure. If the Master Association declines to perform such maintenance on behalf of the defaulting Owner, any other Owner has the right to enter such Common Element or Easement Area and perform or cause to be performed the maintenance required by this Master Declaration. The defaulting Owner or the Master Association, as the case may be, will, upon demand, reimburse the Master Association or the Owner making such repairs or maintenance, as applicable, for all costs and expenses incurred in exercise of its rights in this Master Declaration and such costs and expenses are Common Expenses or Additional Assessments, as applicable.

Section 5.4 Disputes. Any Dispute arising among the Owners as to the proper person to bear a maintenance cost or expense will be resolved in accordance with the provisions of Article X of this Master Declaration.

Section 5.5 Additions, Alterations, Improvements or Repairs by Owner. Subject to the provisions in this Master Declaration and except as permitted in Section 3.5 and Section 4.7 of this Master Declaration, no Owner will: (a) make any addition, alteration, improvement or repairs in or to the Retail Unit, Residential Unit I or Residential Unit II, to the extent visible from any other Unit, the Common Elements or the exterior of a Building, whether structural or non-structural; (b) make any addition, alteration or improvement to any Common Element; (c) change the floor plan and layout of Residential Unit I or Residential Unit II; or (d) make any material changes to the configuration or size of any Unit, create apertures in or otherwise remove or alter any partition wall separating any Unit from any adjoining Unit or relocate the boundaries of any Unit and any adjoining Unit without the approval of the Architectural Reviewer pursuant to Section 3.5; provided, however, that the foregoing expressly (i) excludes Declarant's exercise of Special Declarant Rights and any other rights reserved for the benefit of Declarant in this Master Declaration, and (ii) excludes Hotel Unit Owner's exercise of the Amenity Rights in accordance with this Master Declaration. However, in no event will any such alteration, improvement, change, or repair that could have a Material Adverse Effect on the structural support of any Unit, the Common Elements or any System serving another Unit without the prior approval of such Unit's Owner. All work done in accordance with this Section 5.5 will be done in compliance with the plans approved in accordance with Section 3.5, all Legal Requirements and the Governing Documents. THE OWNER, MAKING OR CAUSING TO BE MADE SUCH REPAIRS, ADDITIONS, ALTERATIONS OR IMPROVEMENTS, AGREES TO HOLD THE ARCHITECTURAL REVIEWER, THE MASTER ASSOCIATION, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, DECLARANT AND ALL OTHER OWNERS HARMLESS FROM AND TO INDEMNIFY THEM FOR ANY LIABILITY OR DAMAGE TO THE PROPERTY RESULTING FROM SUCH REPAIRS, ADDITIONS, ALTERATIONS OR IMPROVEMENTS. ANY OWNER SUBMITTING PLANS HEREUNDER, BY DISSEMINATION OF THE PLANS, AND ANY OWNER, BY ACQUIRING TITLE TO THE PLANS, AGREES NOT TO SEEK DAMAGES FROM THE ARCHITECTURAL REVIEWER, THE MASTER ASSOCIATION, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, DECLARANT AND ALL OTHER OWNERS, ARISING OUT OF THE REVIEW OF ANY PLANS HEREUNDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE ARCHITECTURAL REVIEWER, THE MASTER ASSOCIATION, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, DECLARANT AND ALL OTHER OWNERS ARE NOT RESPONSIBLE FOR

REVIEWING, NOR WILL ITS OR THEIR REVIEW OF ANY PLANS BE CONSIDERED APPROVAL OF, ANY PLANS FROM THE STANDPOINT OF THE STRUCTURAL SAFETY, SOUNDNESS, WORKMANSHIP, MATERIALS, USEFULNESS, CONFORMITY WITH BUILDING OR OTHER CODES OR INDUSTRY STANDARDS OR COMPLIANCE WITH THE GOVERNING DOCUMENTS AND ALL LEGAL REQUIREMENTS. FURTHER, EACH OWNER AGREES TO INDEMNIFY AND HOLD THE ARCHITECTURAL REVIEWER, THE MASTER ASSOCIATION, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, DECLARANT AND ALL OTHER OWNERS HARMLESS FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DAMAGES, EXPENSES OR LIABILITIES WHATSOEVER, ARISING AS A RESULT OF THE REVIEW OF SUCH OWNER'S PLANS HEREUNDER.

Section 5.6 Mechanic's Liens; Indemnification. No labor or services performed or materials furnished and incorporated in an Owner's Unit, a Sub-Unit or any Common Elements will be the basis for the filing of a lien against any Unit of any Owner not expressly consenting to or requesting the same, or against the Common Elements. EACH OWNER (TO THE EXTENT ARISING THROUGH SUCH OWNER) AGREES TO INDEMNIFY AND HOLD HARMLESS EACH OF THE OTHER OWNERS AND THE MASTER ASSOCIATION FROM AND AGAINST ALL LIABILITIES AND OBLIGATIONS ARISING FROM THE CLAIM OF ANY MECHANIC'S LIEN AGAINST THE UNIT OF SUCH OWNER, THE UNIT OF SUCH OTHER OWNERS AND/OR THE COMMON ELEMENTS. All contracts for labor, services and/or materials with respect to any of the Units will be in compliance with the provisions of this Master Declaration.

Section 5.7 Taxes.

(a) Payment of Governmental Impositions. Each Owner will be responsible for and must pay when due all Governmental Impositions lawfully levied or assessed against such Owner's Unit, except to the extent such Governmental Impositions are being actively and diligently contested in good faith by appropriate legal proceedings, and if requested by the Master Association, have been bonded or reserved in an amount and manner satisfactory to the Master Association. Any Governmental Impositions lawfully levied or assessed with respect to the Property not separately assessed to the Owners or the Sub-Unit Owners, as applicable, will constitute a Common Expense and will be payable by the Master Association or the Sub-Unit Condominium Association, respectively, when due.

(b) Notice to Taxing Authorities. Declarant will give written notice to the appropriate taxing authorities of the creation of the Condominium established pursuant to this Master Declaration. Each Owner will promptly request and diligently pursue from the applicable taxing authority separate tax parcel status and a separate tax identification number for its Unit. The declarant under any Sub-Unit Declaration will agree in the Sub-Unit Declaration to give written notice to the appropriate taxing authorities of the creation of a Sub-Unit Condominium established by the Sub-Unit Declaration. EACH OWNER HEREBY BY ACCEPTANCE OF A DEED TO ITS UNIT AGREES, FOR SUCH OWNER, TO HOLD DECLARANT, MASTER ASSOCIATION, AND ALL OTHER OWNERS HARMLESS FROM ANY LIABILITY RESULTING FROM AN IMPROPER ALLOCATION OF TAX BURDEN BY THE LOCAL TAXING AUTHORITY.

(c) Units and Sub-Units Not Separately Assessed. If any Governmental Impositions with respect to the Property are not separately assessed to the Owners or Sub-Unit Owners, each Owner or Sub-Unit Owner will pay its respective allocated portion of such Governmental Impositions (which allocations will be determined in the manner set forth in this Master Declaration or in the Sub-Unit Declaration, as applicable) when requested by the Master

Association or the Sub-Unit Condominium Association, respectively (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 Master Association or the Sub-Unit Condominium Association to make full payment of such Governmental Impositions prior to the date on which such Governmental Impositions would become delinquent; provided that neither the Master Association nor the Sub-Unit Condominium Association will require any Owner or Sub-Unit Owner to make any payment to the Master Association or the Sub-Unit Condominium Association for Governmental Impositions to the extent such amounts have already been deposited by such Owner or Sub-Unit Owner in accordance with any escrow arrangement which designates escrowed funds for the payment of such Governmental Impositions. Notwithstanding the foregoing, if any Governmental Impositions are not separately assessed to the Owners of a Unit or the Sub-Unit Owners for the calendar year in which this Master Declaration is filed, each Owner or Sub-Unit Owner, as applicable, will pay its respective portion of such Governmental Impositions in accordance with such Unit's or Sub-Unit's deemed value set forth in a separate agreement between such Owners or Sub-Unit Owners; provided, however, such sums will be due and payable as otherwise set forth in this Section 5.7(c).

(d) Failure to Pay Governmental Impositions. The Master Association, any Mortgagee of a Unit or any mortgagee of a Sub-Unit that is obligated in whole or in part to pay a portion of Governmental Impositions may pay such Governmental Impositions that any Owner or Sub-Unit Owner has failed to pay when due, and the Master Association or such Mortgagee or mortgagee of a Sub-Unit will have a lien against such Unit or Sub-Unit, as applicable, to secure repayment thereof, that may be enforced by any means available at law or in equity, including non-judicial foreclosure sale of such Unit or Sub-Unit in accordance with Texas Property Code Section 51.002 (as now written or hereafter amended); provided, however, no such lien for delinquent Governmental Impositions will be valid until a notice of such lien is duly recorded in the Real Property Records, 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 Owner and Sub-Unit Owner, by its acquisition of such Unit or Sub-Unit, as applicable, grants a power of sale in connection with such lien in favor of the Master Association, any Mortgagee or any mortgagee of a Sub-Unit that makes payment of the Governmental Impositions on behalf of a defaulting Owner or Sub-Unit Owner. Any lien pursuant to this Section 5.7(d) will have the same priority as a lien by the Master Association for Assessments; provided that any such lien for delinquent Governmental Impositions will be subordinate to the lien of any Priority Lien Indebtedness encumbering the defaulting Owner's Unit or the defaulting Sub-Unit Owner's Sub-Unit, as applicable, which Priority Lien Indebtedness was recorded prior to the date such lien for 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) This Section 5.7 will terminate and be of no further force or effect whatsoever, upon the later of the date upon which (i) each of the Units (or all of the Sub-Units) will be separately assessed and billed as a separate tax parcel by the tax assessor and (ii) all the Governmental Impositions due and owing prior to all Units 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 5.8 Utilities. Each Owner will be responsible for and must pay all charges for gas, electricity, water and any utilities relating to such services used or consumed at or with respect to the occupancy of the Owner's Unit, and all such charges will be separately metered by the respective utility

companies. Any charges relating to such services used in connection with the use and maintenance of the Common Elements not so separately metered will constitute a Common Expense and be payable by the Master Association, to be allocated to the Units, based on the Allocated Interests or otherwise in the Allocation Document. Notwithstanding the forgoing provision, if the Units are sub-metered by the Master Association for consumption of a utility, the utility charges will be allocated as an Additional Assessment to the Unit consuming such utility based on the sub-meter reading. If the Unit is not sub-metered, the Master Association may allocate the Master Association's utility charges to the Unit by any conventional and reasonable method for similar types of properties. The levy of an Additional Assessment for utility charges may include administrative and processing fees, and an allocation of any other charges that are typically incurred in connection with utility allocation or sub-metering services. The Master Association may, from time to time, change the method of utility allocation, provided the same type of method or combination of methods is used for all Units and is reasonable under the circumstances.

ARTICLE VI

Insurance

Section 6.1 Requirements. All insurance coverage required to be obtained pursuant to this Article VI or purchased at the election of an Owner or the Master Association must, in accordance with Section 82.111 of the Act:

- (a) be in such form, approved by the Master Association and must be issued by such responsible insurance companies eligible to do business in the State of Texas and will be rated by Best's Insurance Guide (or any successor publication of comparable standing) as "A-VIII" or better;
- (b) contain standard mortgagee clauses, if applicable;
- (c) not be brought into contribution with insurance purchased by the other Owners or the Master Association;
- (d) provide that insurance trust agreements will be recognized;
- (e) waive any right to claim (i) by way of subrogation against Declarant, Tenants, the Master Association, the Board of Directors, any Manager, the Owners, and their respective agents and employees and (ii) invalidity arising from the acts of the insured;
- (f) state that such policy is primary insurance if at the time of a loss under the policy any Owner has other insurance covering the same property covered by the policy; and
- (g) will provide, in accordance with Section 82.111 of the Act:
 - (i) If the cost to repair damage to a Unit or Common Element covered by the Master 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 Unit or Common Element;
 - (ii) if the Master Association's insurance provides coverage for the loss and the cost to repair the damage to a Unit or Common Element is more than the amount of the applicable insurance deductible, the Master Association's deductible and costs

incurred before Insurance Proceeds are available should be paid by the Owner of the Unit from which the cause of the damage emanated, as determined by the Master Association, and if the cause of such damage emanated from a Common Element, such costs will be a Common Expense; and

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

Section 6.2 Insurance by the Master Association. Commencing upon the first conveyance of any Unit to an Owner other than Declarant, the Master Association will obtain and maintain (a) all insurance coverage required pursuant to the Act and insurance coverage as required by, and upon such limits and upon such terms as may be determined by the Board of Directors in at least the forms and amounts of the coverage set forth in the Allocation Document; provided, however, that with respect to property insurance on the insurable Common Elements prior to completion of construction of the initial Improvements, such insurance coverage may be satisfied by the Builder's Risk or equivalent property policy of the Person constructing such Improvements so long as such policy otherwise satisfies the property insurance coverage required pursuant to the Act and the Master Association and each Owner are named as loss payees under such policy; and (b) at the expense of the Owner incurring such Priority Lien Indebtedness, such other insurance (or additional coverage) as such Owner's Mortgagee will require. The Master Association will carry such other or additional insurance in such amounts and against such risks as the Master Association will reasonably deem necessary with respect to the Common Elements or operation of the Master Association. In addition, each insurance policy maintained by the Master Association will provide that: (i) each Owner is named as an insured under such policies with respect to liability arising out of the Owner's ownership of an undivided interest in the Common Elements or membership in the Master Association; and (ii) no action or omission by any Owner (or any Sub-Unit Owner), unless validly exercised on behalf of the Master Association, will void the policy or be a condition to recovery under the policy. Unless indicated otherwise, the premiums for all insurance coverages maintained by the Master Association pursuant to this Section 6.2 will constitute a Common Expense, and will be payable by the Master Association.

Section 6.3 Other Units. Commencing upon the conveyance of any Unit to an Owner, such Owner will obtain and maintain insurance coverage required for its Unit pursuant to the Act and insurance coverage in at least the amounts of the coverage as may be determined by the Board of Directors or as set forth in the Allocation Document. The Owners will carry such other or additional insurance in such amounts and against such risks as such Owners will reasonably deem necessary with respect to the Improvements, facilities and contents within such Owner's Unit, at its sole cost and expense.

Section 6.4 Master Association as Insurance Trustee for the Owners. By acceptance of a deed to a Unit, each Owner will be deemed to have irrevocably appointed the Master Association as the Insurance Trustee, as the case may be. All insurance policies required to be obtained by the Master Association as described in this Article VI will be issued in the name of the Master Association as Insurance Trustee for the Condominium. Loss payable provisions will be in favor of the Insurance Trustee as a trustee for the Master Association, each Owner and each such Owner's Mortgagee. The 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 Master Association pursuant to this Article VI. The duty of the Insurance Trustee will be to receive such proceeds as are paid and to hold the same in trust for the purposes stated in this Article VI and in Article VIII of this Master Declaration, and for the benefit of each Owner, including Declarant, and each Owner's Mortgagee, if any.

The Insurance Trustee must receive and hold any Insurance Proceeds in accordance with the Act and the Governing Documents.

Section 6.5 Other.

(a) Unavailability of Coverage. None of the Master Association, Declarant, nor any Owner will be liable for failure to obtain any insurance coverage required by this Master Declaration or for any loss or damage resulting from such failure, if such failure is due to the general unavailability of such coverage from reputable insurance companies.

(b) Prohibited Insurance Policies. Neither the Master Association, Declarant, nor any Owner will 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 Owner or Mortgagee or become a lien against the 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 Insurance Trustee, Owners or Mortgagees from collecting Insurance Proceeds.

(c) Coverage Limitations. The insurance required to be purchased by the Master Association and the Owners pursuant to this Article VI will not cover claims against any other Owner due to accidents occurring within that other Owner's Unit, or casualty, theft or loss to the contents of that other Owner's Unit.

(d) Waiver of Claims. (i) Each Owner, their Tenants and their respective Designees waive any claim they might have against the other Owners, their Tenants and their respective Designees, the members of the Board of Directors, any Manager or the Master Association, and (ii) the members of the Board of Directors, any Manager or the Master Association waive any claim they might have against an Owner, their Tenants and their respective Designees, in each case, for (A) any damage to or theft, destruction, loss or loss of use of any property; or (B) any damage due to personal or bodily injury, to the extent the same is insured against under any insurance policy of the types described in the Allocation Document that covers the Property (to the extent such claims are paid by such insurance policies), such Owner's, Tenant's, or the Master Association's fixtures, personal property, improvements, or business, or is required to be insured against under the terms of the Allocation Document, **REGARDLESS OF WHETHER THE NEGLIGENCE OF THE OTHER OWNER, ITS TENANTS, OR THEIR RESPECTIVE DESIGNEEES, ANY MEMBER OF THE BOARD OF DIRECTORS, ANY MANAGER OR THE MASTER ASSOCIATION (AS APPLICABLE) CAUSED SUCH (1) DAMAGE TO OR THEFT, DESTRUCTION, LOSS OR LOSS OF USE OF, ANY PROPERTY OR INCONVENIENCE; OR (2) DAMAGE TO THE PERSON OR PERSONS DESCRIBED IN THIS SECTION 6.5(d).** Each Owner will cause its respective insurance carrier to endorse all applicable policies waiving each such carrier's rights of recovery under subrogation or otherwise against the other Owners, their Tenants and their respective Designees, the members of the Board of Directors, any Manager and the Master Association and the members of the Board of Directors, any Manager and the Master Association will cause their respective insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the Owners, their Tenants and their respective Designees.

ARTICLE VII

Assessments

Section 7.1 Monthly Assessments; Master Budget.

(a) Common Expenses. The Master Association will possess the right, power, authority and obligation to establish a regular Monthly Assessment sufficient in the judgment of the Master Association to pay all Common Expenses when due and to maintain an adequate reserve fund for such purposes. The Monthly Assessments so established will be payable by the Owners on the first day of each calendar month, and will be applied to the payment of the Common Expenses and charges for which the Master Association is responsible, including, maintenance, repair and care of the Common Elements.

(b) The Master Budget. Prior to the commencement of each fiscal year of the Master Association, the Master Association will prepare and deliver to each of the Owners a Master Budget for such fiscal year. Such Master Budget will be in sufficient detail so as to inform each Owner of the nature and extent of the Common Expenses anticipated to be incurred in the upcoming fiscal year, will include Additional Assessments and Amenity Assessments set forth in the Allocation Budgets prepared therefor by other Owners and received by the Master Association in accordance with Section 7.2 of this Master Declaration, and will be accompanied by a statement setting forth each Owner's monthly share thereof and the date as of which such Monthly Assessment commences to be payable. No further communication will be necessary to establish the amount of each Owner's obligation regarding the Monthly Assessment payable hereunder, and neither the failure of the Master Association to timely deliver the Master Budget provided for herein, will excuse or relieve an Owner from the payment of the Monthly Assessments contemplated hereby, in which case, each Owner will pay to the Master Association an amount equal to such Owner's Monthly Assessment for the prior calendar month. Any Master Budget prepared and delivered to the Owners as contemplated in this Article VII may be amended as and to the extent reasonably necessary, and the amount of an Owner's Monthly Assessment changed to correspond therewith.

(c) Special Assessments by Master Association. In addition to the Monthly Assessments contemplated by Section 7.1(a) and Section 7.1(b) of this Master Declaration, the Master Association will possess the right, power, authority and obligation to establish Special Assessments from time to time as may be necessary or appropriate in the judgment of the Master Association to pay non-recurring Common Expenses relating to the proper maintenance, care, alteration, improvement, replacement, operation and management of the Condominium and the administration of the Master Association.

Section 7.2 Additional Assessments; Allocation Budgets. Prior to the commencement of each fiscal year of the Master Association, each Owner will prepare a budget setting forth the anticipated Charges it will incur on behalf of the Owners and the Master Association in accordance with the Allocation Document and any of the other Governing Documents in sufficient detail so as to inform each applicable Owner of the nature and extent of the Charges anticipated to be incurred (each, an "Allocation Budget"), including any applicable Amenity Assessments. Each Owner who desires to have the Master Association collect the anticipated Charges set forth in the Allocation Budget on behalf of such Owner will deliver to the Master Association such Owner's Allocation Budget and a statement setting forth each applicable Owner's monthly share thereof and the date of commencement of payment of such Additional Assessments, and the Allocation Budget will be incorporated into the Master Budget. Additionally, the Master Association will establish Additional Assessments sufficient in the Master Association's

reasonable judgment to pay Charges due to the Master Association for the ensuing year and such Additional Assessments will be incorporated into the Master Budget. Additional Assessments established by an Allocation Budget, which are not incorporated into the Master Budget, will be payable by the applicable Owners on the first day of each calendar month to the Owner which incurred such Charges. Additional Assessments established by an Allocation Budget, which are incorporated into the Master Budget, will be payable by the applicable Owners on the first day of each calendar month to the Master Association, which will in turn deliver the same to the Owner which incurred such Charges. If further Additional Assessments are established by the Master Association as authorized by provisions of this Master Declaration, in addition to those Charges set forth in the Master Budget, the Master Association will give the Owners notice thereof and such Additional Assessments will be immediately due and payable to the Master Association. If further Charges are established by an Owner as authorized by provisions of this Master Declaration, in addition to those Charges set forth in any Allocation Budget, such Owner will give the Master Association and the other Owners notice thereof and such Charges will be immediately due and payable to the Owner that incurred such Charges. No further communication will be necessary to establish the amount of an Owner's obligation regarding the Additional Assessments and/or Charges payable hereunder, and the failure of any Owner to timely deliver such budget to the Master Association or the failure of the Master Association to timely deliver the Master Budget to an Owner will in no event excuse or relieve an Owner from the payment of the Additional Assessments contemplated hereby, in which case, an Owner will pay to the (i) Master Association an amount equal to such Owner's Additional Assessments as established pursuant to the most recent Master Budget delivered to such Owner; and (ii) Owner which incurred such charges in an amount equal to such Owner's Charges as established pursuant to the most recent Allocation Budget delivered to such Owner. In addition to the Additional Assessments established in this Section 7.2, each Owner has the right, power and authority to cause the Master Association to establish an Assessment, from time to time, for one-time or non-recurring Additional Assessments due to such Owner from another Owner.

Section 7.3 Assessments Relating to the Amenity Areas. In addition to the Monthly Assessment, the Master Association, on behalf of the Owner of the Hotel Unit, will possess the right, power, authority, and obligation to establish a monthly assessment sufficient in the reasonable judgment of the Owner of the Hotel Unit to pay the Amenity Costs associated with the Amenity Areas (the "Amenity Assessment"). Such Amenity Assessments so established will be payable by the allocated users of the Amenity Areas pursuant to the Allocation Document or applicable written agreement concurrently with its payment of the Monthly Assessment, which Amenity Assessment will be payable to the Owner of the Hotel Unit.

Section 7.4 Obligation to Pay Assessments. Each Owner will be personally obligated to pay its share of all Assessments duly established pursuant to this Master Declaration to the Master Association. Unpaid Assessments due as of the date of the conveyance or transfer of a Unit will not constitute a personal obligation of the new Owner (other than such new Owner's pro rata share of any reallocation thereof); however, the former Owner will continue to be personally liable for such unpaid Assessment. No Owner will be entitled to exemption from liability for the Owner's obligation to pay such Assessments by waiver of the use and enjoyment of the Common Element, the Amenity Areas, or the facilities as to which any Additional Assessments relate by an abandonment of the Owner's Unit or by any other action or otherwise. Any Assessment not paid within five days of the date due will bear interest at the Past Due Rate, and will be recoverable by the Master 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 Master Association to collect any such delinquent Assessment, the existence of which will be made known by written notice delivered to the defaulting Owner and, where requested, the Owner's Mortgagee in accordance with Section 82.113(h) of the Act.

Section 7.5 Lien to Secure Payment of Assessments. Declarant hereby reserves and assigns to the Master Association a lien, pursuant to the provisions of the Act, against each Owner's Unit, the Rents, if any, payable to any Owner and the Insurance Proceeds to which an Owner may be entitled to secure the payment of all Assessments, which lien will be and constitute a lien and encumbrance, in favor of the Master Association, upon such Owner's Unit, the Rents, and any Insurance Proceeds. The liens established in this Master Declaration (including any liens established under Article V hereof) will be prior and superior to all other liens and encumbrances subsequently created upon such Owner's Unit, Rents and Insurance Proceeds, regardless of how created, evidenced or perfected, other than the lien securing the payment of Priority Lien Indebtedness (provided such lien was recorded prior to the date on which the Assessment became delinquent) and the liens for Governmental Impositions. The liens and encumbrances created in this Master Declaration may be enforced by any means available at law or in equity, including a non-judicial foreclosure sale of the Unit of a defaulting Owner; such sale to be conducted in the manner set forth in Texas Property Code Section 51.002 (as now written and hereafter amended). Each Owner, by acquisition of such Owner's Unit, and each Sub-Unit Owner, by acquisition of such Sub-Unit Owner's Sub-Unit, grants to the Master Association a power of sale in connection with the Master Association's liens. By written resolution, the Master Association may appoint, from time to time, an officer, agent, trustee or attorney of the Master Association to exercise the power of sale on behalf of the Master Association. The Master Association may bid for and purchase the Owner's Unit, as a Common Expense, at any such foreclosure sale. The foreclosure by a Mortgagee of an Owner's Unit in order to satisfy Priority Lien Indebtedness will extinguish the subordinate lien for any Assessments which became payable prior to the date of such foreclosure sale, provided that in no event will a defaulting Owner be relieved from liability incurred for past Assessments. In connection with enforcement of lien rights, any Owner that subdivides its Unit pursuant to the provisions of this Master Declaration is authorized in connection with the collection of Assessments to license and will in any Sub-Unit Declaration license the Sub-Unit Condominium Association to collect a pro rata (or otherwise allocated) portion of Assessments from each Sub-Unit Owner. If a Sub-Unit Condominium Association fails to timely collect any portion of Assessments due from a Sub-Unit Owner, then after the Master Association gives 30 days' notice to the Sub-Unit Condominium Association, the license to the Sub-Unit Condominium Association to collect Assessments will terminate, and the Master Association may enforce its lien as against the applicable Sub-Unit or the entire Sub-Unit Condominium, in the discretion of the Master Association, without the joinder of the Sub-Unit Condominium Association. In accordance with the Governing Documents, non-defaulting Owners have the right to exercise the rights of the Master Association as set forth in this Section 7.5.

Section 7.6 Commencement of Obligation to Pay Assessments. Each Owner, other than Declarant, will be obligated to commence payment of all Assessments against such Owner's Unit on the date the Owner's Unit is conveyed to the Owner. If such date is other than the first day of a month, then such Owner will be obligated to pay only a pro rata share of the Assessment against such Owner's Unit for such month based on the number of days during such month that the Owner will hold title to the Owner's Unit. Prior to the commencement of an Owner's obligation to pay the initial Monthly Assessment, Declarant will pay all Common Expenses of the Condominium (excluding portions thereof allocable to reserves less Assessments payable by the other Owners payable for such Unit); provided, however, nothing contained in this Master Declaration will prevent Declarant from collecting from the purchaser of a Unit at closing any expenses, such as the Governmental Impositions or insurance premiums, to the extent that Declarant prepaid such expenses on behalf of the Unit being purchased.

Section 7.7 Notice of Default. If an Owner defaults in the Owner's monetary obligations to the Master Association, the Master Association may notify other lienholders of the default and the Master Association's intent to foreclose its lien. The Master Association will notify any holder of a recorded lien or duly perfected mechanic's lien against a Unit which has given the Master Association a written request for notification of the Owner's monetary default or the Master Association's intent to foreclose its lien.

Section 7.8 Alternative Actions. Nothing contained in this Master Declaration will prohibit the Master 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 Statement of the Common Expenses and Access to Records. The Master Association will promptly provide any Owner, contract purchaser, or Mortgagee so requesting the same in writing with a written statement of all unpaid Assessments for the Common Expenses due with respect to such Unit. The Master Association may impose a reasonable charge for the preparation of such statement to the extent permitted by the Act. The Master Association will make available during normal business hours for inspection, upon request by the Owners, Mortgagees, Tenants, prospective purchasers and any of their authorized agents, current copies of the books, records and financial statements of the Master Association (including, if such is prepared, the most recent annual audited financial statement available). Any Owner or Mortgagee may have an audited statement of the Master Association prepared at its own expense.

Section 7.10 Subordination of Lien for Assessments. Any lien established under the Governing Documents, including the lien for the payment of Assessments and any liens established under Article V hereof, will be subordinate to the lien of any mortgage or deed of trust that secures Priority Lien Indebtedness that was recorded prior to the date any such Assessment becomes delinquent under the provisions of this Master Declaration; provided, however, that the Master Association may cause a notice of the Master Association's Assessment lien against the Unit to be publicly recorded at any time an Assessment becomes delinquent beyond all notice and cure or grace periods. A copy of the notice of lien will be sent to the defaulting Owner, and may be sent to such Owner's Mortgagee in accordance with this Master Declaration.

ARTICLE VIII

Loss and Obsolescence

Section 8.1 Loss or Damage – Master Association Obligations. The following provisions will govern with respect to any portion of the Condominium for which the Master Association is required to maintain insurance in accordance with Section 82.111(a) and (b) of the Act that is damaged or destroyed by fire or other casualty: (a) prompt written notice of any substantial damage or destruction will be given (i) by the affected Owner or Owners to the Master Association; and (ii) by the Master Association to all of the Mortgagees; (b) the Master Association will promptly proceed with the full restoration and repair of such damage or destruction unless (i) the Condominium is terminated; (ii) repair or replacement would be illegal under any Legal Requirement; or (iii) the Owners holding at least 80% of the votes in the Master Association, including each Owner of a Unit to which a Limited Common Element that will not be rebuilt or repaired is assigned, vote not to rebuild; (c) the amount by which such restoration and repair costs exceed collectible Insurance Proceeds will be and constitute a Special Assessment payable by the Owners within 60 days of the date notice of such Special Assessment is delivered by the Master Association, in accordance with Section 7.1(c) of this Master Declaration; and (d) any excess 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 Insurance Trustee in separate accounts for each Owner, as their interests may appear (with any proceeds attributable to Limited Common Elements allocated among the Owners of the Units to which such Limited Common Elements were assigned in this Master Declaration and any other proceeds allocated in accordance with the Allocated Interests of the 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 Common Elements or such Unit; (2) second, to the payment of the balance of the Priority Lien Indebtedness of such Owner; (3) third, to the payment of any delinquent Assessment with respect to such Unit (applied in

accordance with Section 7.5 of this Master Declaration); and (4) the balance, if any, to each Owner entitled thereto.

Section 8.2 Loss or Damage – Owner Obligations. The following provisions will govern in relation to a Damaged Unit: (a) prompt written notice of any substantial damage or destruction will be given by the Owner of the Damaged Unit to the Master Association and the Mortgagee of the Damaged Unit; (b) the Owner of the Damaged Unit will promptly proceed with the full restoration and repair of such damage or destruction unless: (i) the Condominium is terminated; (ii) repair or replacement would be illegal under any Legal Requirement; or (iii) the Owners holding at least 80% of the votes in the Master Association, including the Owner of the Damaged Unit, vote not to rebuild; and (c) except as otherwise provided in Section 8.7 of this Master Declaration, the Owner of each Damaged Unit will pay all costs of such restoration, repair and replacement or rebuilding in excess of the net proceeds of the collectible Insurance Proceeds.

Section 8.3 Damaged Sub-Units. The following provisions will govern in the event of a Damaged Sub-Unit: (a) prompt written notice of any substantial damage or destruction will be given by each Sub-Unit Owner of a Damaged Sub-Unit to the Sub-Unit Condominium Association and the Mortgagee of the Damaged Sub-Unit; (b) the Owner of a Damaged Sub-Unit will promptly proceed with the full restoration and repair of such damage or destruction unless: (i) the Sub-Unit Condominium is terminated; (ii) repair or replacement would be illegal under any Legal Requirement; or (iii) the Sub-Unit Owners holding at least 80% of the votes in the Sub-Unit Condominium Association, including the Sub-Unit Owner of the Damaged Sub-Unit, vote not to rebuild; and (c) the Sub-Unit Owner of each Damaged Sub-Unit will pay all costs of such restoration, repair and replacement or rebuilding in excess of the net proceeds of the collectible Insurance Proceeds.

Section 8.4 Obsolescence of Common Elements. If the Owners holding not less than 100% of the votes in the Master Association, at a meeting of the Master Association duly called for purposes of considering same, determine that the Common Elements, or any part thereof (or any Systems which serve only, or are a part of, individual Units), are obsolete, the Master Association will promptly proceed with the necessary replacements and improvements thereto pursuant to a budget established for such purpose, and the cost thereof will be and constitute a Special Assessment payable by all the Owners within 30 days of the date notice of such Special Assessment is delivered to them by the Master Association.

Section 8.5 Obsolescence of the Property. If the Owners holding not less than 100% of the votes in the Master Association, at a meeting of the Master Association duly called for purposes of considering same, determine that the Property is obsolete, the Master Association will promptly proceed with the sale thereof in its entirety. Any proceeds from such sale will be received, held and applied for and on account of the Owners as provided in the Act.

Section 8.6 The Master Association as Attorney-in-Fact. Each Owner, by acceptance of a deed to a Unit, hereby irrevocably makes, constitutes and appoints the Master Association, and each and every one of its successors in interest hereunder, as the Owner's true and lawful attorney-in-fact, for and in the Owner's name, place and stead, upon the damage or destruction of the Property, or any part thereof, or upon any determination by the Owners made pursuant to this Article VIII, to take any and all actions, and to execute and deliver any and all instruments, as the Master Association may, in its sole and absolute discretion, decide necessary or advisable to effect the intents and purposes of this Article VIII, hereby giving and granting unto the Master 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 an Owner might or could do, hereby ratifying and confirming whatsoever the Master Association may do by virtue of the provisions of this Master Declaration. The Master Association is hereby authorized, in the name and on behalf of all the 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 Master Association, contract for and with respect to restoration and repair work, contract for and with respect to replacements and improvements to the Common Elements (to the extent authorized as contemplated by Section 8.4 of this Master Declaration), to contract for and with respect to a sale of the Property (to the extent contemplated by Section 8.5 of this Master Declaration) and to execute and deliver all instruments necessary or incidental to any such actions.

Section 8.7 Matters Relating to Restoration and Repairs. Subject to the terms and conditions set forth in Section 3.5, any restoration and repair work undertaken by the Master Association or an Owner pursuant to this Article VIII will be performed in a good and workmanlike manner in order to restore the Improvements to a condition similar to that existing prior to such damage or destruction; provided, however, that in no event will the Master Association be responsible for restoring, repairing or replacing any improvements to a Unit made by an Owner, or the contents located in such Unit. All such restoration and repair work, whether done by the Master Association or an Owner, will be effected in a manner so as to observe all vertical and horizontal Unit boundaries existing prior to such damage or destruction. If an Owner decides to rebuild or repair any Unit in excess of its full replacement cost, such Owner will be responsible for any such costs exceeding the full replacement value of such Unit.

ARTICLE IX

Condemnation

Section 9.1 General Provisions. If all or any part of the Property is subject to a Taking, the Master Association and each Owner affected thereby will be entitled to participate in proceedings incident thereto at their respective expense. The Master Association will give notice of such proceeding, as it receives such notice, to all the Owners. The expense of participation in such proceedings by the Master Association will be a Common Expense. The Master Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Master Association, in its discretion, decides necessary or advisable to aid or advise it in matters relating to such proceedings. Any restoration or repair of the Property following a partial Taking will be performed in accordance with the provisions of this Master Declaration and will follow, as nearly as possible, the original plans and specifications for the Property, unless otherwise approved by all affected Owners and Mortgagees.

Section 9.2 Taking of All or Substantially All of One Unit. If a Unit (or a substantial part thereof such that the remnant may not practically or lawfully be used for any purpose permitted by this Master Declaration as determined by the Owner of such Unit) is subject to a Taking, the Owner and any Mortgagee of such Owner will be entitled to the award for such Taking, including the award, if any, for the value of such Owner's interest in the Common Elements, whether or not such Common Element interest is acquired, and, after payment thereof, such Owner and any Mortgagee of such Owner will be divested of all interest in the Property. In such event, the condemned Unit's entire Allocated Interest will be automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the Taking, unless the decree relating to the Taking provides otherwise. A remnant of a Unit remaining after part of a Unit is the subject of a Taking described in this Section 9.2 will be a Common Element. If any repair or rebuilding of the remaining portions of the Property is required as a result of such Taking, the remaining Owners will determine by the affirmative vote or written consent of the remaining Owners holding not less than 100% of the votes in the Master Association either to rebuild or repair the Property or to take such other action as such remaining Owners may decide is appropriate. If no repair or rebuilding is required, or if none is undertaken, the remaining portion of the Property will be resurveyed, if necessary, and this Master Declaration will be amended to reflect such Taking. This

Master Declaration will in all circumstances be amended to reflect the reallocated Allocated Interests following the Taking.

Section 9.3 Partial Taking of a Unit. If only a portion of a Unit is subject to a Taking, such that the remaining portion of such Unit can practically and lawfully be used for any purpose permitted by this Master Declaration as determined by the Owner of such Unit, the Owner will be entitled to the award for such Taking, including the award for the value of such Owner's interest in the Common Elements, whether or not such Common Element interest is acquired, and the Allocated Interest of the Unit subject to such Taking will be reduced and the Allocated Interests of the other Units will be increased in accordance with the Reallocation Percentage. The Owner of such Unit, at its sole cost and expense, will promptly repair, restore and rebuild the remaining portions of such Unit as nearly as possible to the condition which existed prior to such Taking.

Section 9.4 Taking of Common Elements. If an action is brought to effect a Taking of all or any portion of the Common Elements together with or apart from any Unit, the Board of Directors, in addition to the general powers set out in this Master Declaration, will have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding unless the action involves a material portion of the Common Elements, in which case the agreement of all the Owners will be required. With respect to any such Taking of the Common Elements only, all damages and awards will be determined for such Taking as a whole and not for any Owner's interest therein. After the damages or awards for a Taking of the Common Elements are determined, such damages or awards will be held by the Master Association, acting as trustee for each Owner, and their Mortgagees, as their interests appear, and any amounts not used for repair or restoration of the remaining Common Elements will be divided among the Owners in proportion to each Owner's Allocated Interest before the Taking, except that such portion of any such award attributable to the condemnation of a Limited Common Element will be divided among the Owners of the Units served by such Limited Common Elements, as such Owners' interests existed in the Limited Common Elements condemned. The Owners will determine by the affirmative vote or written consent of the Owners holding not less than 100% of the votes in the Master Association either to rebuild or repair the remaining Common Elements or to take such other action as the Owners may decide is appropriate. If it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Master Declaration and the Map attached hereto will be duly amended by instrument executed by the Board of Directors on behalf of the Owners and recorded in the Real Property Records.

Section 9.5 Taking of Several Units. If an eminent domain proceeding results in the Taking of all or part of multiple Units, then the damage and awards for such Taking will be determined and paid for each Unit as described in Section 9.2 and Section 9.3 of this Master Declaration, and the following will apply: (a) the Master Association will determine which of the Units damaged by such Taking may be practically and lawfully used for any purpose permitted by this Master Declaration, taking into account the nature of the Property and the reduced size of each Unit so damaged; (b) if the remaining Owners will determine by the affirmative vote or written consent of the remaining Owners holding not less than 100% of the votes in the Master Association that it is not reasonably practicable to operate the undamaged Units and the damaged Units which can be practically and lawfully used for any purpose permitted by this Master Declaration as a mixed-use condominium project in the manner provided in this Master Declaration, then the Property will be considered to be regrouped and merged into a single estate owned jointly in undivided interests by all the remaining Owners, as tenants-in-common, in the percentage of the Allocated Interest of each Owner (after reallocation in accordance with the procedures described in Section 9.2 and Section 9.3 of this Master Declaration); and (c) if the Condominium is not so terminated, then the damages and awards made with respect to each Unit which can be practically and lawfully used for any purpose permitted by this Master Declaration will be applied to repair and reconstruct such Unit

as provided in Section 9.3 of this Master Declaration. If the cost of such work exceeds the amount of the award, the additional funds required will be assessed pro rata against the Owners of those Units which are being repaired or reconstructed. With respect to those Units which may not be practically or lawfully used for any purpose permitted by this Master Declaration, after payment of the award, such Owner and any Mortgagee of such Owner will be divested of all interest in the Property and the condemned Unit's entire Allocated Interest will be automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the Taking, unless the decree relating to the Taking provides otherwise. A remnant of a Unit remaining after part of a Unit is the subject of a Taking, if the remnant of such Unit cannot be practically or lawfully used for any purpose permitted by this Master Declaration, will be a Common Element. If any repair or rebuilding of the remaining portions of the Property (other than Units which can be practically and lawfully used for any purpose permitted by this Master Declaration) is required as a result of such Taking, the remaining Owners will determine by the affirmative vote or written consent of the remaining Owners holding not less than 100% of the votes in the Master Association either to rebuild or repair the Property or to take such other action as such remaining Owners may decide is appropriate. If no repair or rebuilding will be required, or if none be undertaken, the remaining portion of the Property will be resurveyed, if necessary, and this Master Declaration will be amended to reflect such Taking. This Master Declaration will in all circumstances be amended to reflect the re-allocated Allocated Interests following the Taking.

Section 9.6 Complete Taking of Property. If all of the Property is the subject of a Taking, all damages and awards will be held by the Master Association, acting as trustee, for the accounts of all the Owners and their Mortgagees, as their interests appear, and will be paid to or for the accounts of the Owners in proportion to their Allocated Interests and this Condominium will terminate upon such payment.

Section 9.7 Payment of Awards and Damages. Any damages or awards provided in this Article IX to be paid to or for the account of any Owner by the Master Association, acting as trustee, will be applied first, to the payment of any Governmental Impositions past due and unpaid with respect to that Unit; second, to any Priority Lien Indebtedness on that Unit; third, to the payment of any Assessments charged to or made against the Unit and unpaid; and finally, to the Owner.

Section 9.8 Sub-Unit Condemnation. The term "Unit" as used in this Article IX also refers to any Sub-Unit (or portion thereof) subject to a Taking in the same manner as applicable to the Taking of a Unit (or part thereof) except that with respect to any such Sub-Unit (or portion thereof): (a) any requirement or percentage of voting refers to a vote by the applicable Sub-Unit Owners based upon the votes in such Sub-Unit Condominium Association (or based upon Allocated Interests if there is no Sub-Unit Condominium Association); (b) the term "Property" refers to the applicable Sub-Unit Condominium; (c) references to the Master Association refers to the Sub-Unit Condominium Association (if any); and (d) any re-allocation of the Allocated Interests will be made in accordance with the Reallocation Percentage applicable to the Sub-Unit Condominium which will be equal to the Allocated Interest of the Unit that was subdivided to create the applicable Sub-Unit Condominium.

ARTICLE X

Resolution of Disputes, Construction Disputes and Release Regarding Certain Construction Disputes

Section 10.1 Disputes.

(a) Mediation. Any party having a Dispute with any other party shall give written notice of all claims related to such Dispute to all parties to the Dispute plainly and concisely stating (i) the nature of the Dispute, including the manner in which the other parties are involved,

(ii) the legal basis of any and all claims related to the Dispute, and (iii) a specific relief and/or proposed remedy sought (such notice, the "Dispute Notice"). All Disputes, except those relating to equitable remedies, which are not resolved within 15 days after delivery of a Dispute Notice (unless such greater time is provided elsewhere in the Governing Documents) will be submitted for, or determined by, non-binding mediation. Mediation of any Dispute will be initiated by any applicable party by making a written demand therefor to the other parties involved in such Dispute. With respect to such mediation, the parties will, within ten days after delivery of such written notice to such parties, agree upon a mediator who is: (i) a reputable Person actively engaged in the commercial real estate industry for a continuous period of not less than ten years; and (ii) not an Affiliate of, or has had material business dealings with, any Owner or any member of the Master 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 date, time and 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 attorneys' fees); provided, however, that if the Dispute is not resolved pursuant to such mediation, the provisions of Section 10.3(a) of this Master Declaration will govern the payment of attorneys' fees and costs and expenses of mediation and arbitration, as applicable, under this Article X. As used herein, the 15 day time period during which Disputes may be resolved prior to being submitted for mediation commences on the date that written notice of such Dispute is received by a Person involved in the Dispute from the demanding party involved in the Dispute.

(b) Final Offer Arbitration. If the parties do not come to an agreement at mediation, and are unable to resolve any Dispute within 30 days of such mediation session (the "Resolution Period"), the Dispute will be submitted to mandatory, binding arbitration, which may be initiated by any party (as the exclusive remedy with respect to a Dispute under this Master Declaration) by making a written demand therefor to the other parties involved in such Dispute no later than 45 days after the expiration of the Resolution Period. The parties agree to select a single impartial arbitrator from a list taken from the American Arbitration Association of commercial arbitrators within 15 days of submitting the Dispute to arbitration, 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 Dispute. The issues in dispute will be submitted as "baseball" or final-offer arbitration, whereby each party will submit what it decides 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 determined 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 and arbitration, as applicable, of a Dispute under this Article X) of the party whose position is selected or awarded for the mediation or arbitration, as applicable, of the Dispute under this Article X. EACH OWNER, BY ACCEPTANCE OF A DEED TO ITS UNIT, ON BEHALF OF ITSELF, ITS TENANTS, THE MASTER ASSOCIATION AND ALL PARTIES CLAIMING BY, THROUGH OR UNDER SUCH OWNER, IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY DISPUTE.

Section 10.2 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. 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 of any Construction Dispute 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 of, or has had material business dealings with, any Owner, any member of the Master Association, or any other party, including 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 10.3(a) of this Master Declaration will govern the payment of attorneys' fees and costs and expenses of mediation or arbitration under this Article X.

(b) Arbitration. Any Construction Dispute not resolved by mediation as described in Section 10.2(a) of this Master Declaration will be resolved by arbitration. EACH OWNER, BY ACCEPTANCE OF A DEED TO ITS UNIT, ON BEHALF OF ITSELF, ITS TENANTS, THE MASTER ASSOCIATION AND ALL PARTIES CLAIMING BY, THROUGH OR UNDER SUCH OWNER, 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 Master 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 \$2,500,000, in which case a panel of three arbitrators will be used. If the amount in controversy exceeds \$2,500,000 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 Construction Industry Arbitration Rules of the American Arbitration Association. Any arbitrator(s) utilized, whether appointed or agreed, must (i) be a 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 be an Affiliate of, or have or have had material business dealings with any Owner, any member of the Master Association, or any other party, including 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.

Section 10.3 General.

(a) Procedure and Award. In no event will a Dispute or a Construction Dispute be initiated after the date when institution of legal or equitable proceedings based on such 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 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 Dispute under this Article X) of the party whose position is selected or awarded for the arbitration of the Dispute under this Article X. 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 X. The parties may resort to any court of competent jurisdiction for enforcement of, or any other action relating to, the arbitrator's award.

(b) Consolidation. A Construction Dispute may be consolidated with similar proceedings and resolved pursuant to the dispute resolution procedures contained in this Article X to include participation of the contractors, sub-contractors, 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 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 Property may be at issue or whose claims(s) involve the design or construction of the Property.

(c) Sole Remedy. With respect to any Dispute or Construction Dispute, it is agreed that the dispute resolution provisions of this Article X will be the sole course of action of the

parties involved in such Dispute or Construction Dispute. Notwithstanding any other provisions of this Master 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 an agreement or consent to the arbitration of any dispute, claim, controversy or matter that does not constitute a Dispute or Construction Dispute, as applicable. The foregoing agreement to arbitrate any Dispute or Construction Dispute will not constitute an agreement or consent to arbitration with any Person not named or described in this Master Declaration; provided that any arbitration proceeding initiated under the terms of this Master Declaration may, at the request of any party, be joined or consolidated with other arbitration proceedings involving additional parties if the 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, binding and non-appealable upon the parties involved in the Dispute or Construction Dispute and any Mortgagees and judgment thereon may be entered by any court having jurisdiction.

Section 10.4 Sub-Unit Representation. The Sub-Unit Condominium Association (or other designated representative of the Sub-Unit Condominium) will be the sole representative on behalf of the applicable Sub-Units within the applicable Sub-Unit Condominium in any Dispute or Construction Dispute pursuant to this Article X.

ARTICLE XI

Miscellaneous

Section 11.1 Revocation or Termination of Master Declaration. Except as provided in Section 9.6 of this Master Declaration, this Master Declaration may be revoked or the Condominium established hereby may be terminated only by an instrument in writing, duly approved, executed and acknowledged by those Owners holding not less than 100% of the votes in the Master Association, with the written consent of all of the Mortgagees in accordance with Section 82.068 of the Act. Any such instrument of revocation or termination will be duly filed of record in the County. If the 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 11.2 Amendment to Master Declaration. Except for Declarant's exercise of Special Declarant Rights and any other rights reserved for the benefit of Declarant in this Master Declaration and Hotel Unit Owner's exercise of the Amenity Rights in accordance with this Master Declaration, this Master Declaration may be amended by the affirmative vote of the members at a meeting of the Owners at which a Quorum (as defined in the Certificate of Formation) is present if the amendment is approved by those members holding not less than 67% of the votes in the Master Association, with the written consent of not less than 51% of the Mortgagees (as determined by Section 12.9 hereof), unless the subject matter of such amendment constitutes a Major Decision, in which event the Owners affected by such amendment must approve such amendment as contemplated by Section 4.6 of this Master Declaration or unless the subject matter of such amendment constitutes a Unilateral Decision, in which event such amendment does not require Owner approval as contemplated by Section 4.7 of this Master Declaration. Such amendment will be evidenced by a written instrument executed and acknowledged by an officer of the Master Association on behalf of the consenting Owners and by the consenting Mortgagees and filed of record in the Real Property Records. Any such amendment so effected will be binding upon all of the 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 Unit unless such amendment has been consented to by the Owner and the Mortgagee of the Unit which is to be altered or destroyed; (b) create or

increase any Special Declarant Rights; (c) increase the number of Units; (d) change the boundaries of a Unit; or (e) change the use restrictions on a Unit unless such amendment has been consented to by 100% of the votes of the Allocated Interests and their respective Mortgagees. During the Development Period, no such amendment will become effective unless approved by Declarant and the amendment would, in Declarant's reasonable determination: (i) increase or otherwise modify Declarant's obligations; (ii) reduce or modify any Special Declarant Rights; or (iii) materially inhibit or delay Declarant's ability to complete the Improvements or to convey any portion of the Property owned by Declarant. Notwithstanding the foregoing, Declarant, if Declarant owns a Unit which has never been occupied, or the Master Association, may, without a vote of the Owners or the Mortgagees or approval of the Master Association, amend the 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 11.3 Partial Invalidity. If any provision of the 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 Governing Documents.

Section 11.4 Conflicts. If any of the provisions of the Governing Documents are in conflict with the provisions of the Act or the TNCL, the provisions of such statutes will control. If a conflict exists between the provisions of the Governing Documents, such documents will control in the following order:

- (a) the Use Restrictions;
- (b) the Allocation Document;
- (c) this Master Declaration;
- (d) the Certificate of Formation;
- (e) the Bylaws;
- (f) the Design Guidelines;
- (g) the Regulations; and
- (h) the Policy Guidelines.

Each Unit Owner and any Sub-Unit Owner acknowledges that such Owner and Sub-Unit Owner have been given the opportunity to review the documents listed above in this Section 11.4(a)-(g) and have had the opportunity to confer with counsel in connection with the purchase of a Unit or Sub-Unit as applicable. The provisions of the Governing Documents embody the entire final documentation to which the Units, the Owners, any Sub-Units and any Sub-Unit Owners will be subject in relation to the Condominium and supersede any and all agreements, representations, and understandings, whether written or oral, between Declarant and the Unit Owners.

Section 11.5 Captions and Exhibits. Captions used in the various articles and sections of this Master Declaration are for convenience only, and they are not intended to modify or affect the meaning of any of the substantive provisions of this Master Declaration. All exhibits are incorporated in and made a part of this Master Declaration.

Section 11.6 Usury. It is expressly stipulated and agreed to be the intent of Declarant that at all times the terms of the Governing Documents will comply strictly with the applicable Texas law governing the maximum rate or amount of interest payable under any provision of the 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 Governing Documents or any other communication or writing by or between Declarant, the Master Association or the Owners related to the matters set forth in the Governing Documents, then it is the express intent of 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 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 Owners hereby agree that as a condition precedent to any claim seeking usury penalties against Declarant, the Master Association or any billing Owner, any Person will provide written notice to Declarant, the Master Association or any billing Owner, advising Declarant, the Master Association or any billing Owner in reasonable detail of the nature and amount of the violation, and Declarant, the Master Association or any billing Owner 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 such Person or crediting such excess interest against the obligation then owing by such Person to Declarant, the Master Association or any billing Owner.

Section 11.7 Use of Number and Gender. Whenever used in this Master Declaration, and unless the context provides otherwise, 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 11.8 Governing Law. THIS MASTER DECLARATION AND THE OTHER GOVERNING DOCUMENTS WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY ACTION BROUGHT IN CONNECTION WITH THE CONDOMINIUM MUST BE IN AUSTIN, TEXAS.

Section 11.9 Notice. All notices or other communications required or permitted to be given pursuant to this Master Declaration will 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 Declarant and the Master Association will be as set forth below, the address of each Owner will be the address of the Unit and the address of each Mortgagee will be the address provided to the Master 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 Master Association in the manner set forth in this Section 11.9:

Declarant:	Wine Country Hospitality Partners, LLC 303 Wildwood Drive Fredericksburg, TX 78624 Attention: Robert Radovan and Mark Harmon Email: mharmon@aubergepartners.com and Rnikoradovan@gmail.com
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Master Association: The Lantana Master Condominium Association, Inc.
303 Wildwood Drive
Fredericksburg, TX 78624
Attention: Robert Radovan and Mark Harmon
Email: mharmon@aubergepartners.com and
Rnikoradovan@gmail.com

Section 11.10 Estoppel Certificates. Each Owner, from time to time, has the right to require the Master Association (as to all items listed in this Section 11.10) and the other Owners (as to Sections 11.10(c), (d), (e) and (f)) to deliver to the requesting Owner a written statement addressed to the requesting Owner, a current Mortgagee or prospective lender, a prospective purchaser of its Unit, or any other Person reasonably requested by such Owner, as applicable, without payment of any fee or cost within 15 Business Days after receipt of demand therefor, certifying: (a) this Master Declaration is unmodified and in full force and effect (or if modified that this Master Declaration as so modified is in full force and effect); (b) this Master Declaration attached to the certificate is a true and correct copy of this Master Declaration and all amendments hereto; (c) the date through which all Assessments have been paid by the Owner requested to provide the certificate and by the Owner requesting such certificate (in which event the Master Association agrees, upon request, to confirm such amounts on behalf of any Owner that is not the certifying party); (d) to the knowledge of the certifying party, neither the certifying party nor the requesting party is in default of any of its obligations under this Master Declaration (or if the certifying party knows the certifying party or requesting party to be in default, specifying the defaults and the remaining cure period, if any); (e) the certifying party holds no existing liens against the requesting party's Unit; and (f) such other matters as are reasonably requested by the requesting Owner.

Section 11.11 Sound Transmission Disclaimer. EACH OWNER, BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF ITS UNIT, HEREBY ACKNOWLEDGES AND AGREES THAT LIGHT, SOUND, VIBRATION AND IMPACT NOISE TRANSMISSION (THE "TRANSMISSION ITEMS") IN BUILDINGS SUCH AS THE BUILDINGS ARE VERY DIFFICULT TO CONTROL, AND THAT THE TRANSMISSION ITEMS FROM ADJOINING OR NEARBY UNITS AND THE SURROUNDING DEVELOPMENT AND/OR MECHANICAL EQUIPMENT CAN AND WILL AFFECT THE UNITS. ADDITIONALLY, EACH OWNER, BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF THEIR UNIT, HEREBY ACKNOWLEDGES AND AGREES THAT THE TRANSMISSION OF ODORS, FUMES OR SMELLS THROUGHOUT A MIXED-USE DEVELOPMENT SUCH AS THE CONDOMINIUM IS VERY DIFFICULT TO CONTROL, AND THAT SUCH ODORS, FUMES OR SMELLS FROM ADJOINING OR NEARBY USES WITHIN THE CONDOMINIUM AND THE SURROUNDING DEVELOPMENT COULD TRANSMIT INTO UNITS. DECLARANT, THE OWNERS AND THEIR DESIGNEES DO NOT 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 UNITS AND THE OTHER PORTIONS OF THE CONDOMINIUM AND EACH OWNER HEREBY WAIVES AND EXPRESSLY RELEASES, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW AS OF THE DATE OF THIS MASTER DECLARATION, ANY SUCH WARRANTY AND CLAIM FOR LOSS OR DAMAGES RESULTING FROM SOUND OR IMPACT NOISE TRANSMISSION OR ODOR TRANSMISSION.

Section 11.12 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 Declarant. However, Owners may use the term "The Lantana Master Condominium" where such term is used solely to specify that a Unit is located in the Condominium and the Master Association will be entitled to use the word "The Lantana Master Condominium" in its name.

Section 11.13 Use of Hotel Unit Marks. EACH OWNER, BY ACCEPTANCE OF THE DEED TO ITS UNIT, 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 DECLARANT, OWNER, NOR THE MASTER 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 PROPERTY WILL NOT BE IDENTIFIED AS THE HOTEL BRAND.

ARTICLE XII

Mortgagee Protection Provisions

Section 12.1 Application of Article XII. The term "Mortgagee" as used in this Article XII will only apply to Owners' Mortgagees; i.e., those Mortgagees who are holders of Priority Lien Indebtedness on a Unit. This Article XII is not intended to benefit the Sub-Unit Mortgagees.

Section 12.2 Notice Provisions. All Mortgagees will be entitled to receive the following notices in writing from the Master Association or any Owner exercising rights affecting that Mortgagee's borrower's rights under this Master Declaration or affecting the Mortgagee's rights, as the case may be, which notice will be sent promptly following the occurrence of the applicable event:

(a) notice of any proposed action which pursuant to the express terms of this Master Declaration requires the consent of 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 the Owner (the beneficial interest in which Unit is held by that Mortgagee) in the performance of such Owner's obligations, delinquency in the payment of Assessments or Charges owed by such Owner or Governmental Impositions which remains uncured for a period of 30 days after notice thereof;

(c) notice of the Master Association's Assessment lien against a Unit (the beneficial interest in which Unit is held by such Mortgagee) recorded in the Real Property Records in accordance with Section 7.10 of this Master Declaration;

(d) notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond required to be maintained hereunder by the Master Association or by any Owner (the beneficial interest in which Unit is held by such Mortgagee);

(e) notice of any damage or destruction to or Taking of any portion of the Condominium that affects either a material portion of the Property or the Unit securing a Mortgagee's Priority Lien Indebtedness, which notice will be given promptly upon the Master Association's obtaining knowledge of such damage or destruction;

(f) 30 days' notice prior to the Master Association instituting any foreclosure action on any Unit (the beneficial interest in which Unit is held by that Mortgagee); and

(g) 30 days' notice prior to the effective date of (i) any proposed material amendment to this Master Declaration or the Map; (ii) any termination of an agreement for professional

management of the Property following any decision of the Owners to assume self-management of the Property; and (iii) any proposed termination of the Condominium.

Section 12.3 Cure Rights. Any Mortgagee will have the right, but not the obligation, at any time prior to the termination of this Master Declaration, and without payment of any penalty, to do any act or thing required of such 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 of such Owner in this Master Declaration. All payments so made and all things so done and performed by any Mortgagee will be effective to prevent a default under this Master Declaration as the same would have been if made, done and performed by Declarant or any Owner instead of by said Mortgagee. Any event of default under this Master Declaration which in the nature thereof cannot be remedied by Mortgagee will be deemed to be remedied if, 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 Mortgagee will: (a) have acquired the property owned by the defaulting party (the "Acquired Property") or commenced foreclosure or other appropriate proceedings in the nature thereof, and thereafter diligently prosecutes any such proceedings; (b) have fully cured any default in the payment of any monetary obligations owed to 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 (c) after gaining possession of the Acquired Property following a foreclosure or deed in lieu thereof, the Mortgagee performs all future obligations of the defaulting party hereunder as and when the same are due.

Section 12.4 No Invalidity of Mortgage Lien. No violation of this Master Declaration by, or enforcement of this Master Declaration against, any party will affect, impair, defeat or render invalid the lien of any mortgage that secures any Priority Lien Indebtedness.

Section 12.5 Mortgagee Requirements. The Master Association agrees to cooperate reasonably with any requesting party in regard to the satisfaction of requests or requirements by a 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 Master Declaration.

Section 12.6 Unpaid Assessments. Each Person holding a mortgage secured by any Priority Lien Indebtedness encumbering any Unit, which Person obtains title to such Unit pursuant to judicial foreclosure, or the power of sale provided in such mortgage, or a deed in lieu of foreclosure, will take title to such Unit free and clear of any claims for unpaid Assessments against such Unit which accrued prior to the time such Person acquires title to such Unit, except as otherwise set forth in Article VII of this Master Declaration.

Section 12.7 Books and Records. All Mortgagees, at such Mortgagee's sole cost and expense, upon written request, will have the right to (a) examine the books and records of the Master Association, including current copies of the Governing Documents and the financial statements, during normal business hours; (b) require the Master Association to submit an annual audited financial statement for the preceding fiscal year within 120 days of the end of the Master Association's fiscal year, if one is available, or have one prepared at the expense of the requesting entity if such statement is not otherwise prepared by the Master Association; and (c) receive written notice of all meetings of the Owners called in accordance with the Governing Documents.

Section 12.8 Priority of Rights. No provision of this Master Declaration will be construed or applied to give any Owner priority over any rights of any Mortgagee in the case proceeds or awards are

not applied to restoration but are distributed to the Owners or the Mortgagee in the case of a casualty loss, or Taking of, a Unit and/or the Common Elements in accordance with the Act.

Section 12.9 Required Percentage. Any required percentage of Mortgagees in this Master Declaration will mean and refer to such percentage of the face amount of such Priority Lien Indebtedness held by such Mortgagees and not the number of such Mortgagees.

Section 12.10 Limitation on Mortgagee Rights. Notwithstanding any of the rights granted to Mortgagees in this Master Declaration, no such rights will operate to deny or delegate control over the general administrative affairs of the Master Association or prevent the Master Association or the Board of Directors from commencing, intervening in, or settling any litigation or proceeding or receiving and distributing Insurance Proceeds in accordance with this Master Declaration.

Section 12.11 Names of Mortgagees. Upon request, each Owner will be obligated to furnish to the secretary of the Master Association the name and address of any Mortgagee encumbering such Owner's Unit or holding a pledge of equity interests in such Owner.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Declarant has duly executed this Master Declaration to be effective as of the day and year first above written.

DECLARANT:

WINE COUNTRY HOSPITALITY PARTNERS, LLC, a Delaware limited liability company

By: Lantana Owner, LLC,
a Texas limited liability company,
Its Manager

By: Lantana Manager, LLC,
a Texas limited liability company,
Its Manager

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, _____ of Lantana Manager, LLC, a Texas limited liability company, as Manager of Lantana Owner, LLC, a Texas limited liability company, as Manager of Wine Country Hospitality Partners, LLC, a Delaware limited liability company, on behalf of said entities.

[SEAL]

My Commission Expires:

Notary Public in and for the State of Texas

Printed Name of Notary

List of Exhibits:

- Exhibit A – Legal Description of the Land
- Exhibit B – Allocation of Ownership Interests and Votes
- Exhibit C – Map

[INSERT LENDER CONSENT IF NECESSARY]

EXHIBIT A

Legal Description of the Land

Expressly excluding the Mineral and Water Estate:

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 Deed 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 Deed 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:

S. 89 deg. 49 min. 52 sec. E., crossing Barons Creek, 220.65 feet to an East pipe gate post;

N. 88 deg. 52 min. 37 sec. E., 353.03 feet to a pine corner post;

N. 89 deg. 20 min. 57 sec. E. 469.18 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, 1284.58 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., 2080.95 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 Deed 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 Deed Records, in all 771.14 feet to a South pipe gate post for the E.N.E. corner of the City's of Fredericksburg's CITY FARM Subdivision, Lot 2 (a 144.25 acre tract of land), found of record in Volume 7, Page 65 of the Plat Records of Plat Records of Gillespie County, Texas, 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:

N. 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;

N. 9 deg. 04 min. 30 sec. W. 292.91 feet to a 1/2-inch rebar found at a pipe fence corner post;

N. 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;

S. 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;

N. 77 deg. 56 min. 45 sec. W. 147.82 feet to a 1/2-inch rebar found at an old cedar fence corner post;

N. 54 deg. 32 min. 55 sec. W. 254.74 feet to a 1/2-inch rebar found;

N. 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:

S. 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;

S. 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 1/2 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 the Official Public Records of Gillespie County, Texas, 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 Deed Records, and that 0.45 acre tract described on Volume 225, Page 136 Deed Records), in all 535.38 feet to the PLACE OF BEGINNING, containing 106.89 acres of land.

EXHIBIT B

Allocation of Ownership Interests and Votes

The Allocated Interests mean the undivided interests of each Owner in the Common Elements and the Common Expenses allocated to each Unit as reflected on this Exhibit B (except as the Common Expenses may otherwise be allocated pursuant to the Allocation Document), as may be reallocated in accordance with the Reallocation Percentages as required from time to time pursuant to the provisions of this Master Declaration.

UNIT NAME	<u>ACREAGE</u>	<u>ALLOCATED INTEREST (%)</u>	<u>ALLOCATION OF VOTES</u>
Retail Unit	5.38	11.01%	11.01
Hotel Unit*	15.42	31.55%	31.55
Residential Unit I	15.62	31.96%	31.96
Residential Unit II	12.45	25.48%	25.48
TOTAL:	48.87	100.00%	100.00

* The acreage of the Hotel Unit excludes the estimated size of the Amenity Areas.

Exhibit C

Map

[The Map Follows this Cover Page]

CONDOMINIUM PLAT ESTABLISHING
THE LANTANA
MASTER CONDOMINIUM

GILLESPIE COUNTY, TEXAS.
BEING 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.

MASTER UNIT OVERVIEW MAP
SCALE: 1" = 200'

TOTAL SITE:
106.89 ACRES



MASTER CONDOMINIUM UNITS - IDENTIFICATION TABLE

AREA IDENTIFIER	UNIT DESCRIPTION	TRACT NO.	HATCH PATTERN
I	RESIDENTIAL UNIT I	TRACTS 1-5	[Hatch Pattern]
II	RESIDENTIAL UNIT II	TRACTS 6-11	[Hatch Pattern]
III	HOTEL UNIT III	TRACTS 12-25	[Hatch Pattern]
IV	RETAIL UNIT IV	TRACT 26	[Hatch Pattern]
GCE	GENERAL COMMON ELEMENT	TRACTS 27-28	[Hatch Pattern]

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.

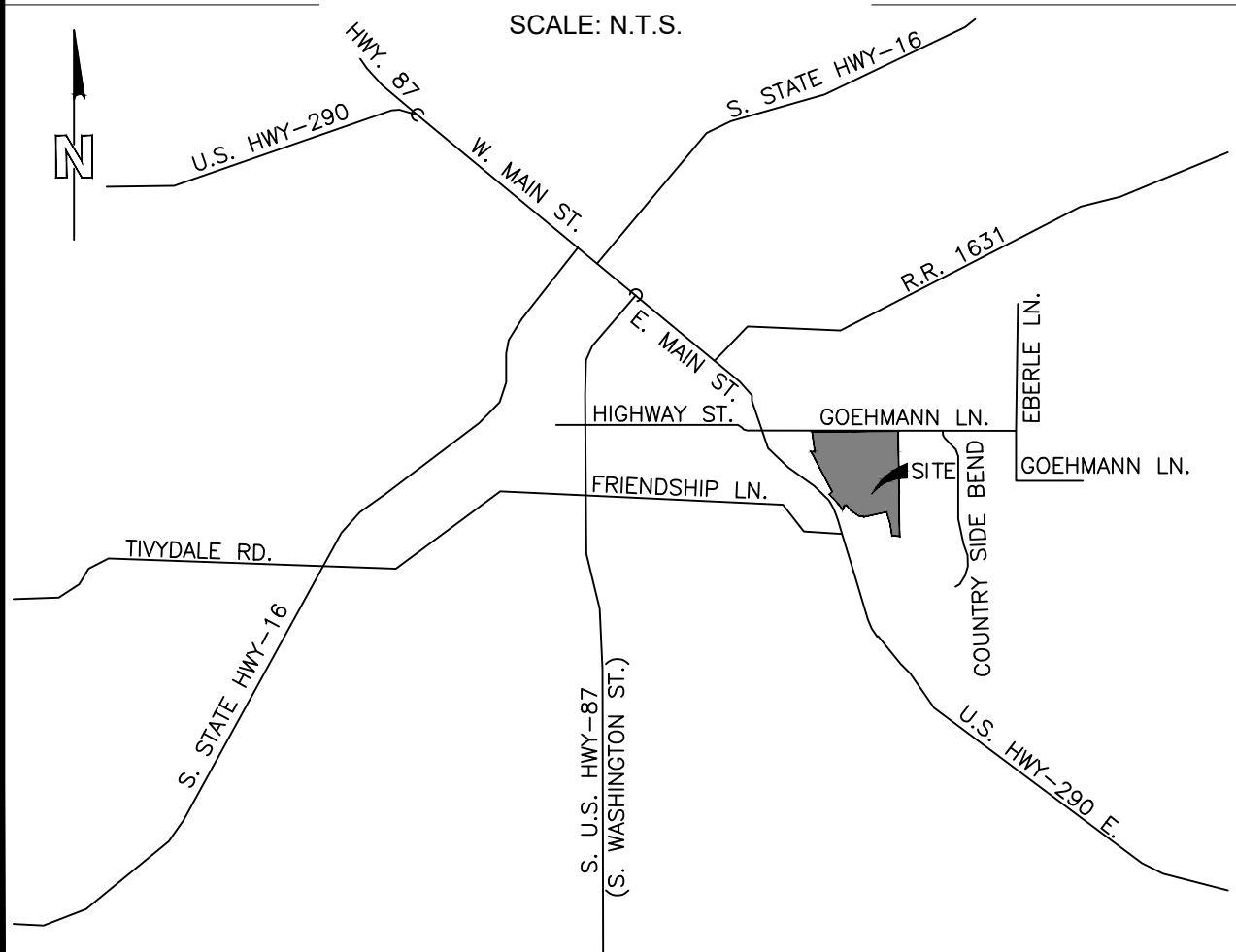
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6454 IN THE STATE OF TEXAS, HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND ABILITY THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND MAY 29, 2025. PLAT WAS PREPARED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

DATE

CODY J. MUSICK
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6454

LOCATION MAP

SCALE: N.T.S.



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

PRELIMINARY
THIS DOCUMENT HAS BEEN RELEASED FOR REVIEW ONLY AND SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
DATE: 05 / 29 / 2025

ADDRESS RESERVED:
LOT 1: 317 GOEHMANN LANE

CONDOMINIUM PLAT ESTABLISHING
THE LANTANA
MASTER CONDOMINIUM
GILLESPIE COUNTY, TEXAS.

BEING 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.

TITLE COMMITMENT NOTES

1. 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.
2. REFERENCE IS MADE TO ACCOMPANYING METES AND BOUNDS DESCRIPTION OF EVEN DATE, AS SHOWN HEREON.
3. 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.
4. "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)

METES AND BOUNDS DESCRIPTION, 106.89 ACRE TRACT

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 1/2-INCH REBAR FOUND SET IN THE SOUTH LINE OF GOEHMANN LANE, (COUNTY ROAD), FOR THE N.E. CORNER OF LOT NO. 38, OAK TERRACE, PLAT FOUND OF RECORD IN VOLUME 64, PAGES 338-339 OF SAID DEED 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 DEED 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:

S. 89 DEG. 49 MIN. 52 SEC. E., CROSSING BARONS CREEK, 220.65 FEET TO AN EAST PIPE GATE POST;

N. 88 DEG. 52 MIN. 37 SEC. E., 353.03 FEET TO A PINE CORNER POST;

N. 89 DEG. 20 MIN. 57 SEC. E. 469.18 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, 1284.58 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., 2080.95 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 DEED 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 DEED RECORDS, IN ALL 771.14 FEET TO A SOUTH PIPE GATE POST FOR THE E.N.E. CORNER OF THE CITY'S OF FREDERICKSBURG'S CITY FARM SUBDIVISION, LOT 2 (A 144.25 ACRE TRACT OF LAND), FOUND OF RECORD IN VOLUME 7, PAGE 65 OF THE PLAT RECORDS OF PLAT RECORDS OF GILLESPIE COUNTY, TEXAS, 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:

N. 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;

N. 9 DEG. 04 MIN. 30 SEC. W. 292.91 FEET TO A 1/2-INCH REBAR FOUND AT A PIPE FENCE CORNER POST;

N. 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;

S. 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;

N. 77 DEG. 56 MIN. 45 SEC. W. 147.82 FEET TO A 1/2-INCH REBAR FOUND AT AN OLD CEDAR FENCE CORNER POST;

N. 54 DEG. 32 MIN. 55 SEC. W. 254.74 FEET TO A 1/2-INCH REBAR FOUND;

N. 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:

S. 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;

S. 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 1870.13 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 1/2-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 148.18 FEET (LC BEARS N. 47 DEG. 26 MIN. 27 SEC. W. 148.15 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 SOUTHEAST 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. 18B-RR-AR AND LOT NO. 18B-RR-BR, BARONS CREEK P.U.D., PLAT FOUND OF RECORD IN VOLUME 4, PAGE 167, OF SAID PLAT RECORDS, AND LOT NO. 18A-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. 887.67 FEET TO A 1/2-INCH REBAR FOUND AT A PIPE FENCE CORNER POST, FOR THE N.E. CORNER OF SAID LOT NO. 18A-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 THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS, 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 DEED RECORDS, AND THAT 0.45 ACRE TRACT DESCRIBED ON VOLUME 225, PAGE 136 DEED RECORDS), IN ALL 535.38 FEET TO THE PLACE OF BEGINNING, CONTAINING 106.89 ACRES OF LAND.

CONDOMINIUM NOTES

1. THE EASEMENTS WITHIN THE CONDOMINIUM INCLUDE THE (I) ACCESS EASEMENT, (II) COMMON ELEMENTS EASEMENT, (III) AMENITY EASEMENT, (IV) ROOF EASEMENT, (V) SKIN EASEMENT, (VI) SUPPORT EASEMENT, (VII) SYSTEMS EASEMENT, (VIII) UTILITY EASEMENT TELECOMMUNICATIONS, (IX) EASEMENT, AND (X) VERTICAL ACCESS EASEMENT DESCRIBED IN SECTION 3.8 OF THE DECLARATION.
2. THE LAND LEGALLY DESCRIBED IN THIS MAP CONSTITUTES A GENERAL COMMON ELEMENT OF THE CONDOMINIUM.

3. IN ACCORDANCE WITH SECTION 2.2(H) OF THE DECLARATION, ANY CHUTES, FLUES, DUCTS, CONDUITS, WIRES, PIPES, CHASES OR OTHER APPARATUS LIES PARTIALLY WITHIN AND PARTIALLY OUTSIDE OF THE DESIGNATED BOUNDARIES OF THE UNIT, ANY PORTION THEREOF WHICH SERVE ONLY THAT UNIT WILL BE DEEMED TO BE A PART OF THAT UNIT, WHILE ANY PORTIONS THEREOF WHICH SERVE OR MAY SERVE MORE THAN ONE UNIT WILL BE A PART OF THE GENERAL COMMON ELEMENTS UNLESS OTHERWISE DESIGNATED AS LIMITED COMMON ELEMENTS ON THIS MAP.

4. IN ACCORDANCE WITH SECTION 82.059 OF THE ACT:

RESIDENTIAL UNIT I IS ASSIGNED THE IDENTIFYING NUMBER "I".
RESIDENTIAL UNIT II IS ASSIGNED THE IDENTIFYING NUMBER "II".
HOTEL UNIT IS ASSIGNED THE IDENTIFYING NUMBER "III".
RETAIL UNIT IS ASSIGNED THE IDENTIFYING NUMBER "IV".

5. IN ACCORDANCE WITH SECTION 82.059 OF THE ACT, THE REAL PROPERTY LEGALLY DESCRIBED ON THIS MAP IS SUBJECT TO THE DEVELOPMENT RIGHTS SET FORTH IN SECTION 3.7 OF THE DECLARATION, INCLUDING THOSE RIGHTS RELATING TO AMENITY AREAS.

6. ALL IMPROVEMENTS DEPICTED IN THIS MAP ARE CONTAINED WITHIN THE BOUNDARIES OF THE LAND DESCRIBED ON THIS PAGE OF THIS MAP AND THERE ARE NO ENCROACHMENTS OF THE IMPROVEMENTS ACROSS BOUNDARIES OF THE LAND.

7. ELEVATIONS SET FORTH ON THIS MAP ARE:

- a. HOTEL UNIT: 500 FEET UNDER THE CURRENT GROUND SURFACE – 1,000 FEET ABOVE THE CURRENT GROUND SURFACE.
- b. RETAIL UNIT: 500 FEET UNDER THE CURRENT GROUND SURFACE – 1,000 FEET ABOVE THE CURRENT GROUND SURFACE.
- c. RESIDENTIAL UNIT I: STARTING AT THE CURRENT GROUND SURFACE – 40 FEET ABOVE THE CURRENT GROUND SURFACE.
- d. RESIDENTIAL UNIT II: STARTING AT THE CURRENT GROUND SURFACE – 40 FEET ABOVE THE CURRENT GROUND SURFACE.

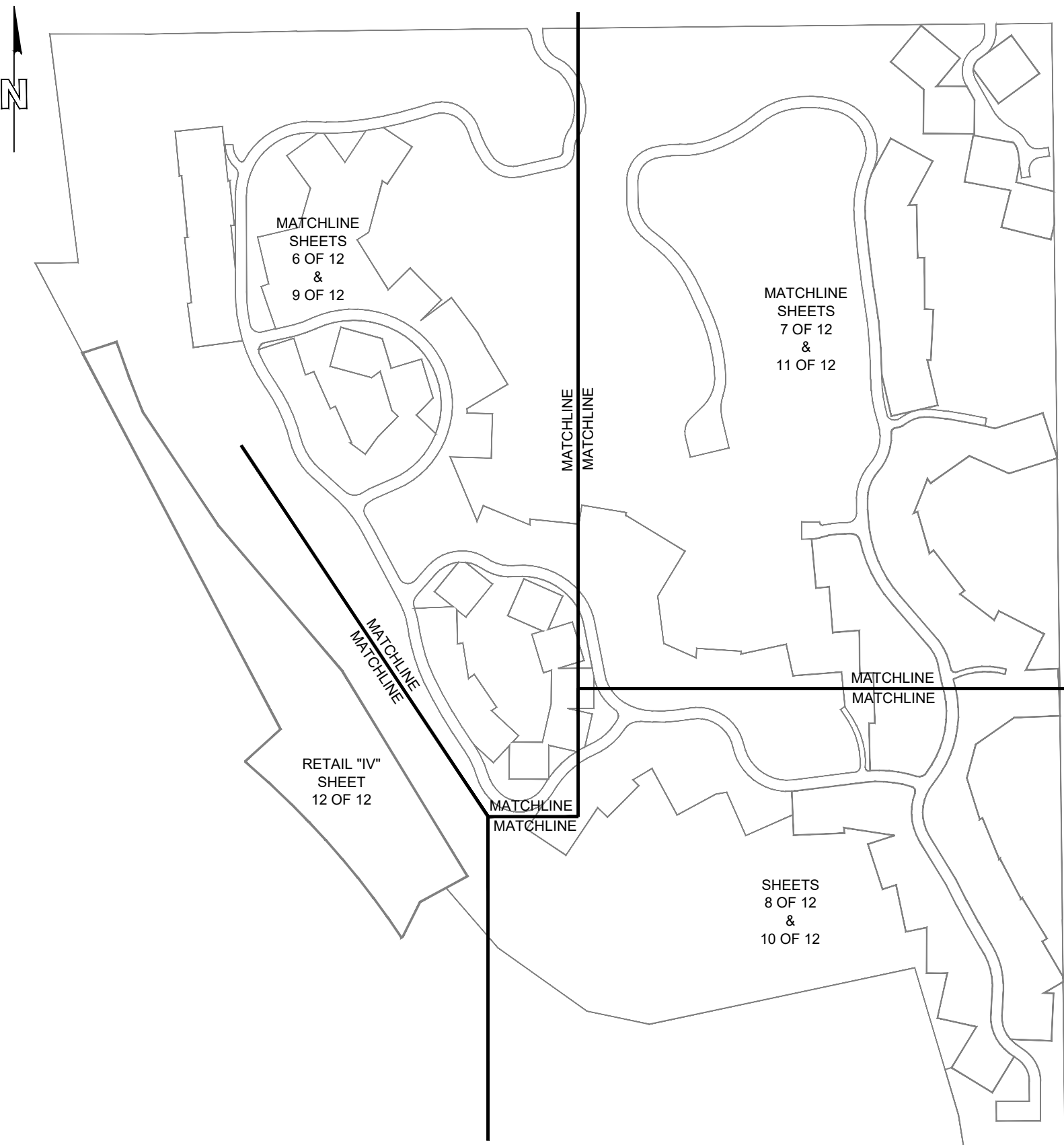
8. ALL GROUND (ORTHOMETRIC) ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND THE GEOID18 MODEL, REPORTED IN U.S. SURVEY FEET. NEARBY PUBLISHED BENCHMARK AS SHOWN ON SHEET 1 OF 12. REFER TO GENERAL NOTE NO. 4 (BELOW, THIS SHEET).

GENERAL NOTES

1. 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.
2. 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.
3. 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).
4. 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.8 (THIS SHEET).
5. 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.
6. EXISTING PRIVATE WATER WELLS (IF ANY) CANNOT BE INTERCONNECTED TO THE CITY OF FREDERICKSBURG PUBLIC WATER SYSTEM.

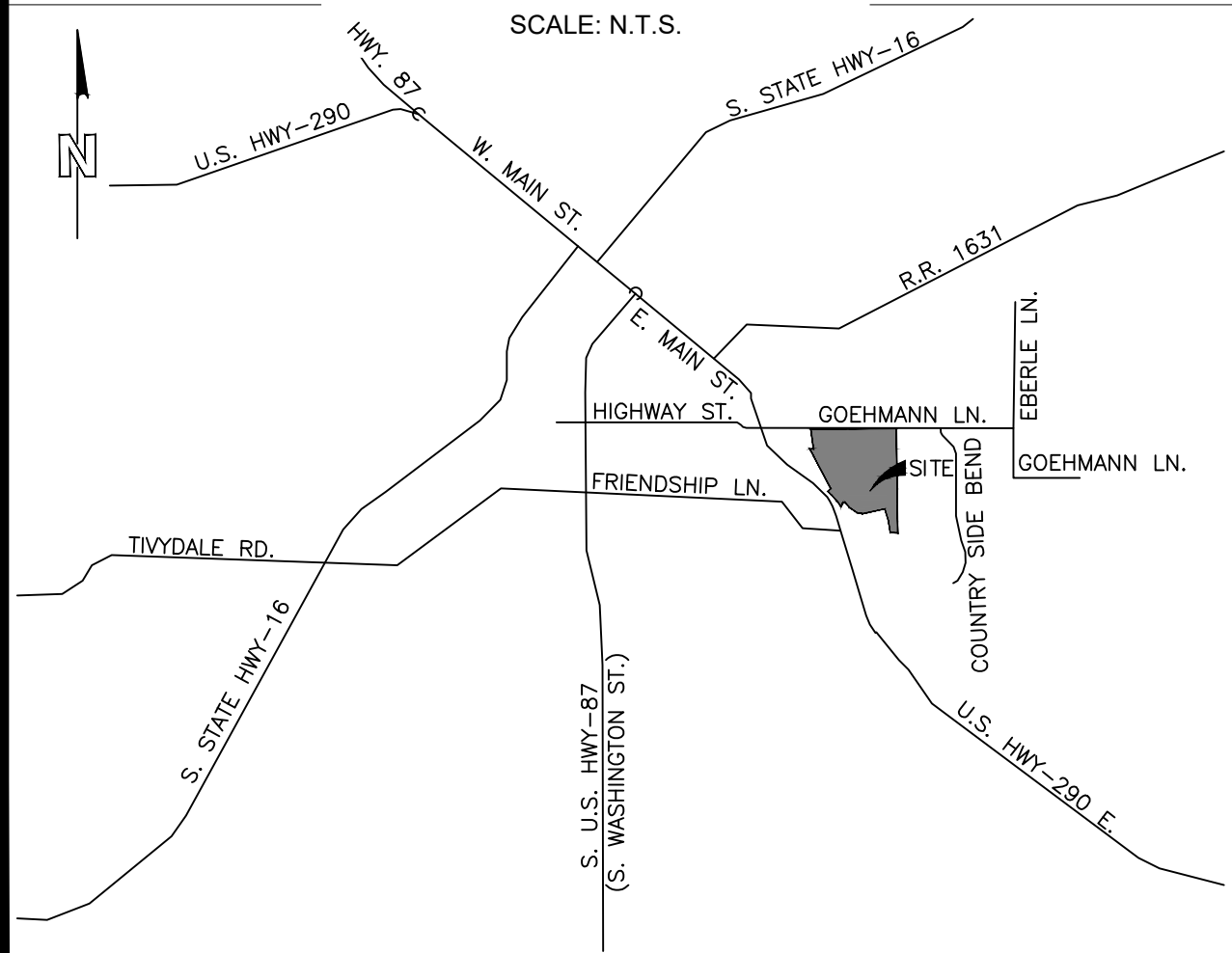
SHEET INDEX (MATCHLINE) KEY

SCALE: 1" = 300'



LOCATION MAP

SCALE: N.T.S.

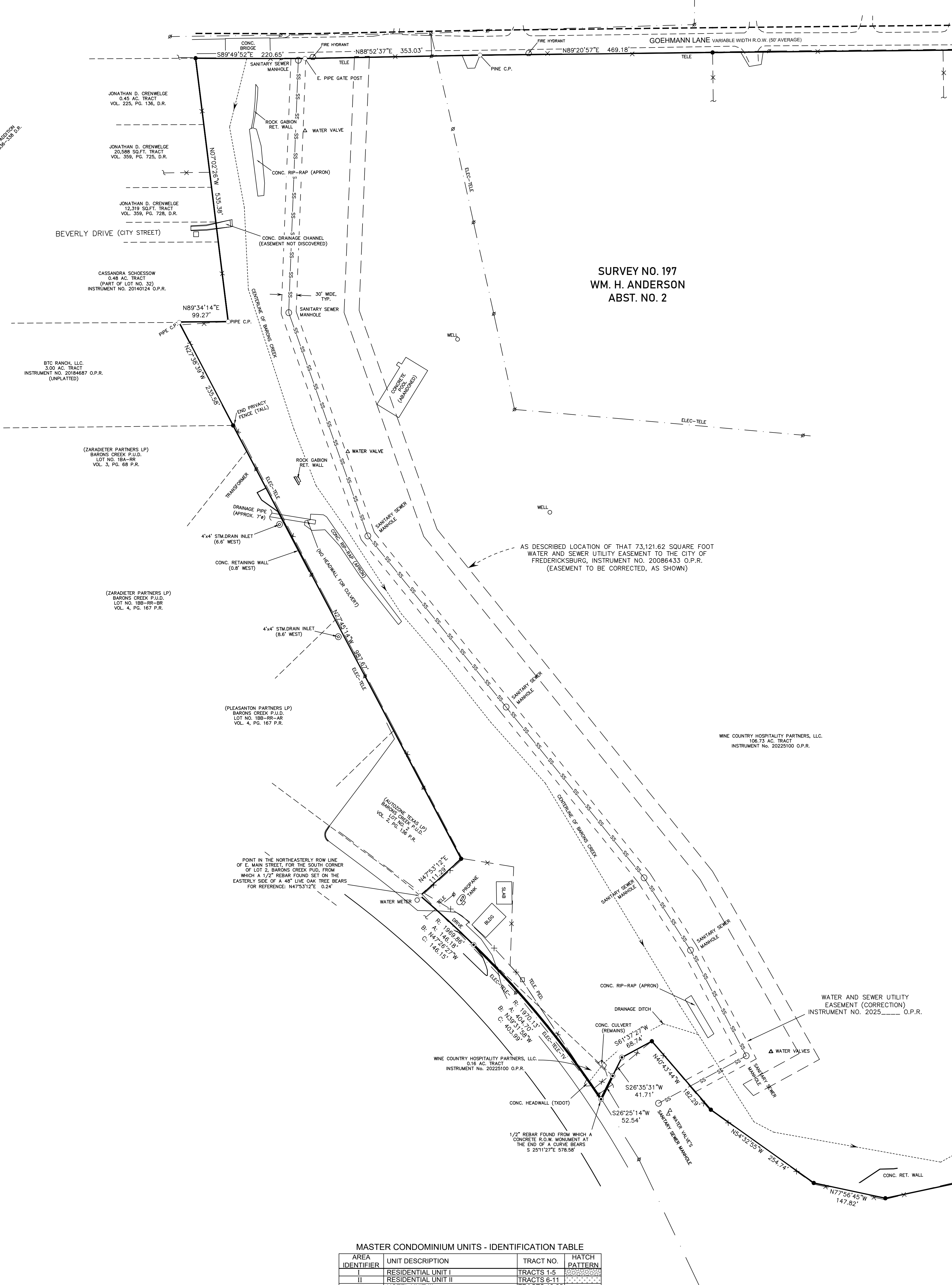


WAYMAKER
LAND ADVISORS & SURVEYORS
1788 WEST LIVE OAK STREET
FREDERICKSBURG, TEXAS 78624
830-997-3884
WAYMAKERLAND.COM
TBPELS FIRM NO. 10194626

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DATE: 05 / 29 / 2025

CONDOMINIUM PLAT ESTABLISHING
THE LANTANA
MASTER CONDOMINIUM

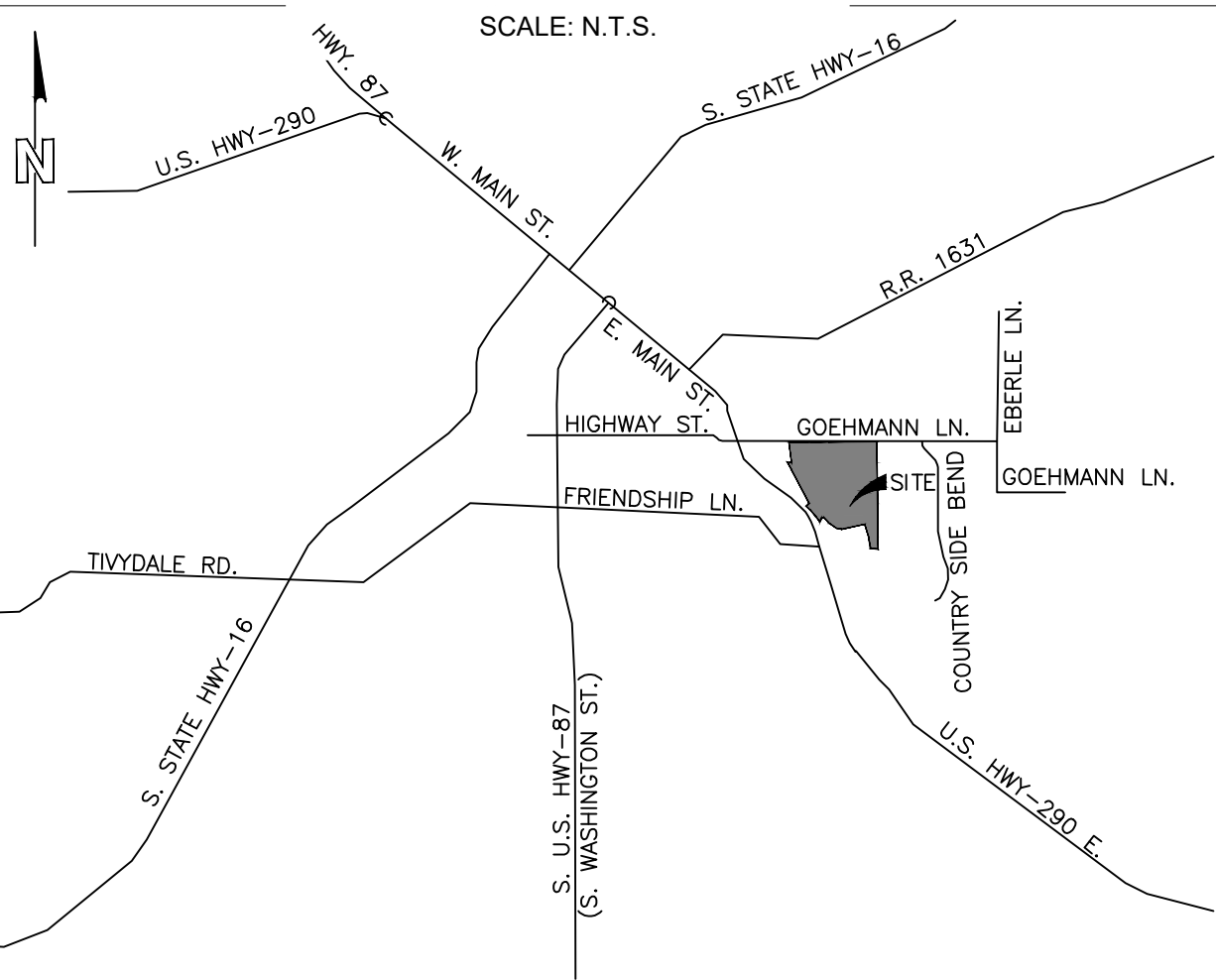
GILLESPIE COUNTY, TEXAS.
BEING 106.89 ACRES OF LAND DESCRIBED IN A WARRANTY DEED TO
WINE COUNTRY HOSPITALITY PARTNERS, LLC.
BY JUDY KAY FELLER, ET AL., DATED JULY 8, 2022,
FOUND OF RECORD IN INSTRUMENT NO. 20225100 OF
THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS.



MASTER CONDOMINIUM UNITS - IDENTIFICATION TABLE			
AREA IDENTIFIER	UNIT DESCRIPTION	TRACT NO.	HATCH PATTERN
I	RESIDENTIAL UNIT I	TRACTS 1-5	[Hatch Pattern]
II	RESIDENTIAL UNIT II	TRACTS 6-11	[Hatch Pattern]
III	HOTEL UNIT III	TRACTS 12-28	[Hatch Pattern]
IV	RETAIL UNIT IV	TRACT 28	[Hatch Pattern]
GCE	GENERAL COMMON ELEMENT	TRACTS 27-28	[Hatch Pattern]

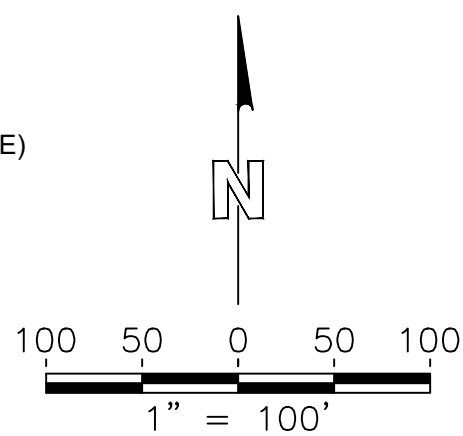
LOCATION MAP

SCALE: N.T.S.



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



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THE LANTANA
MASTER CONDOMINIUM
PERIMETER BOUNDARY MAP

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DATE: 05 / 29 / 2025

GILLESPIE COUNTY, TEXAS.
BEING 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
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BEING 106.89 ACRES OF LAND DESCRIBED IN A WARRANTY DEED TO
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MATCHLINE (REFER TO SHEET 3 OF 12)

MATCHLINE (REFER TO SHEET 3 OF 12)

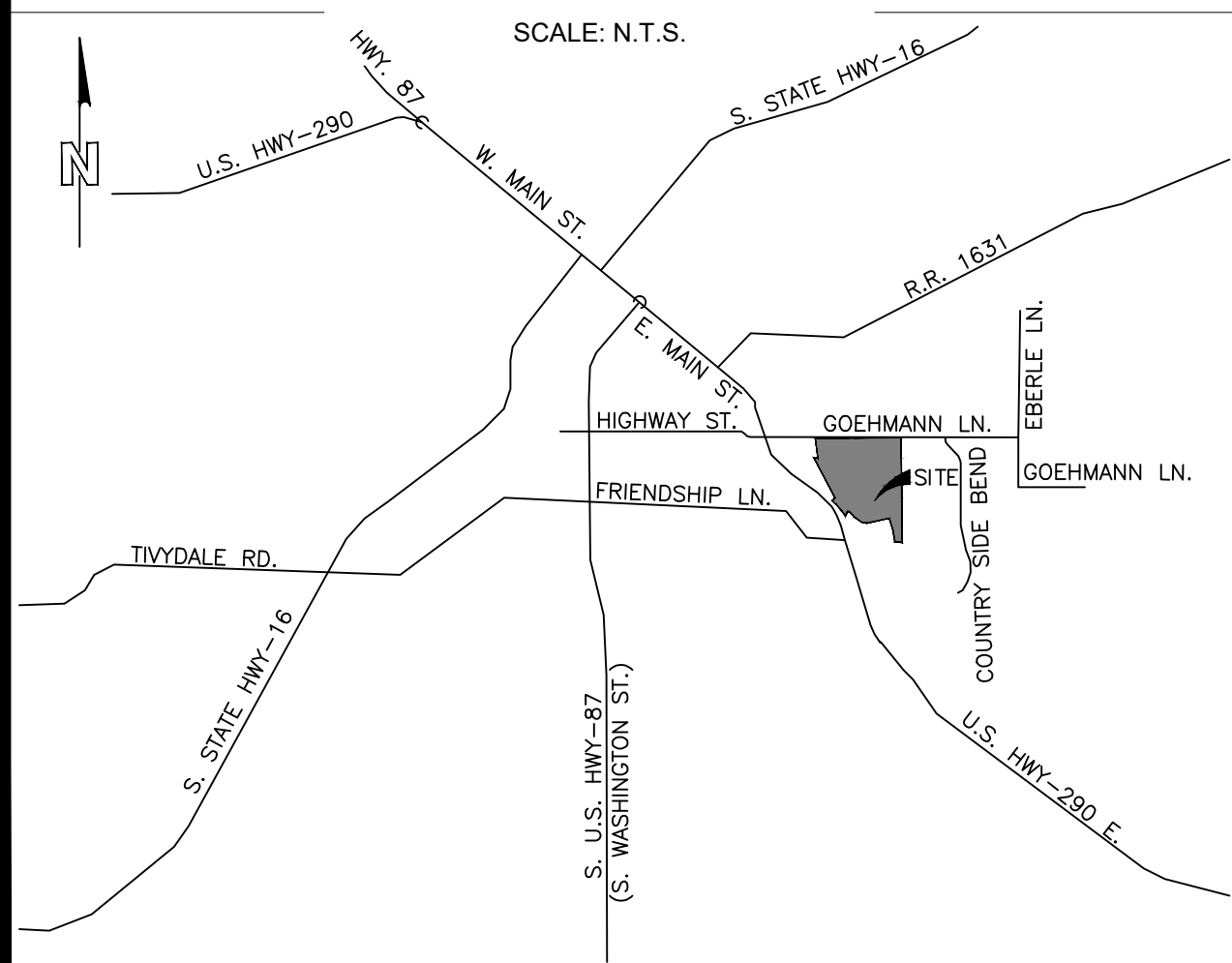
MASTER CONDOMINIUM UNITS - IDENTIFICATION TABLE			
AREA IDENTIFIER	UNIT DESCRIPTION	TRACT NO.	HATCH PATTERN
I	RESIDENTIAL UNIT I	TRACTS 1-5	
II	RESIDENTIAL UNIT II	TRACTS 6-11	
III	HOTEL UNIT III	TRACTS 12-25	
IV	RETAIL UNIT IV	TRACT 26	
GCE	GENERAL COMMON ELEMENT	TRACTS 27-28	

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. | BUILDING SETBACK LINE |
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| 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 |

LOCATION MAP

SCALE: N.T.S.




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DM401 PROPERTIES, LLC.
45.1 AC. TRACT
INSTRUMENT NO. 20205954 O.P.R.

MICHAEL W. BRADEN, ET UX
19.09 AC. TRACT
(LOT NO. 8R)
VOL. 437, PG. 886, D.R.

COUNTRYSIDE
(REPLAT MAP)
VOL. 3, PG. 18 P.R.

LOWER COLORADO RIVER AUTHORITY
ELECTRIC TRANSMISSIONS LINE
ASSIGNMENT AND ASSUMPTION OF EASEMENT
INSTR. NO. 20194574 O.P.R.
(ASSUMED 100' WIDE)
DESCRIBED IN A RIGHT OF WAY EASEMENT TO
CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.,
VOL. 85, PG. 373-374 D.R.

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2025

PRELIMINARY

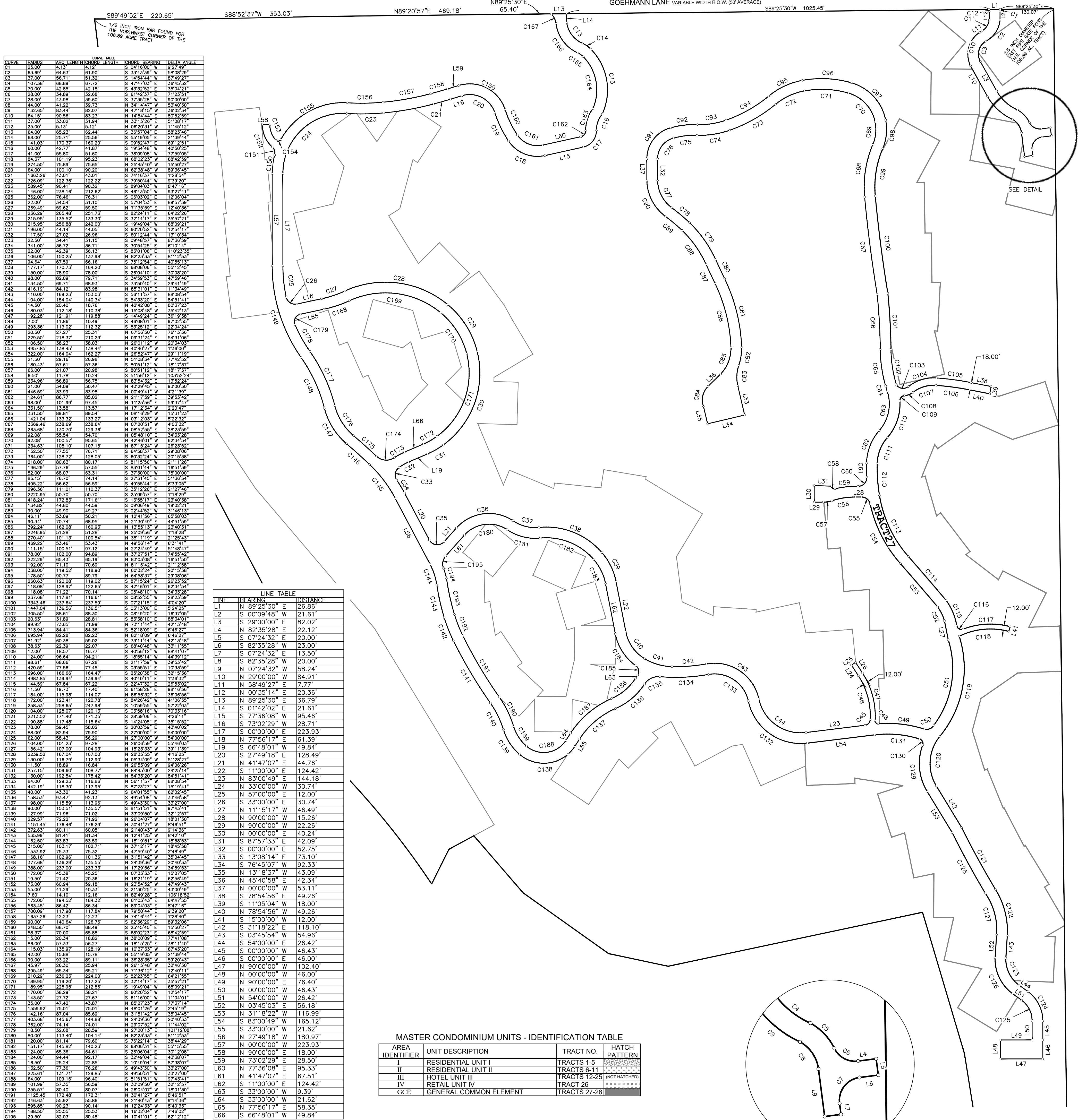
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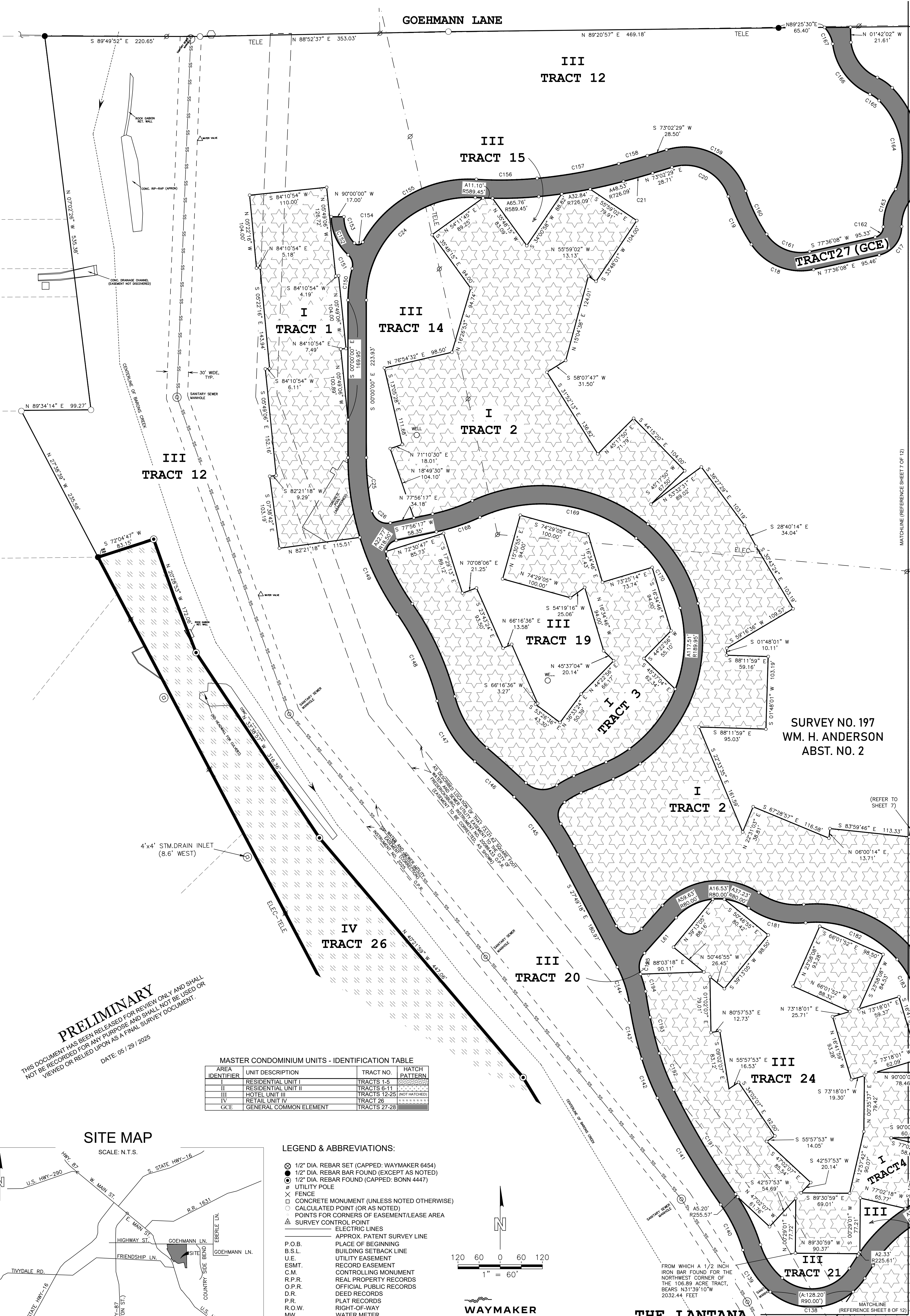
**THE LANTANA
MASTER CONDOMINIUM
PERIMETER BOUNDARY MAP**

CONDOMINIUM PLAT ESTABLISHING
THE LANTANA
MASTER CONDOMINIUM
GILLESPIE COUNTY, TEXAS.

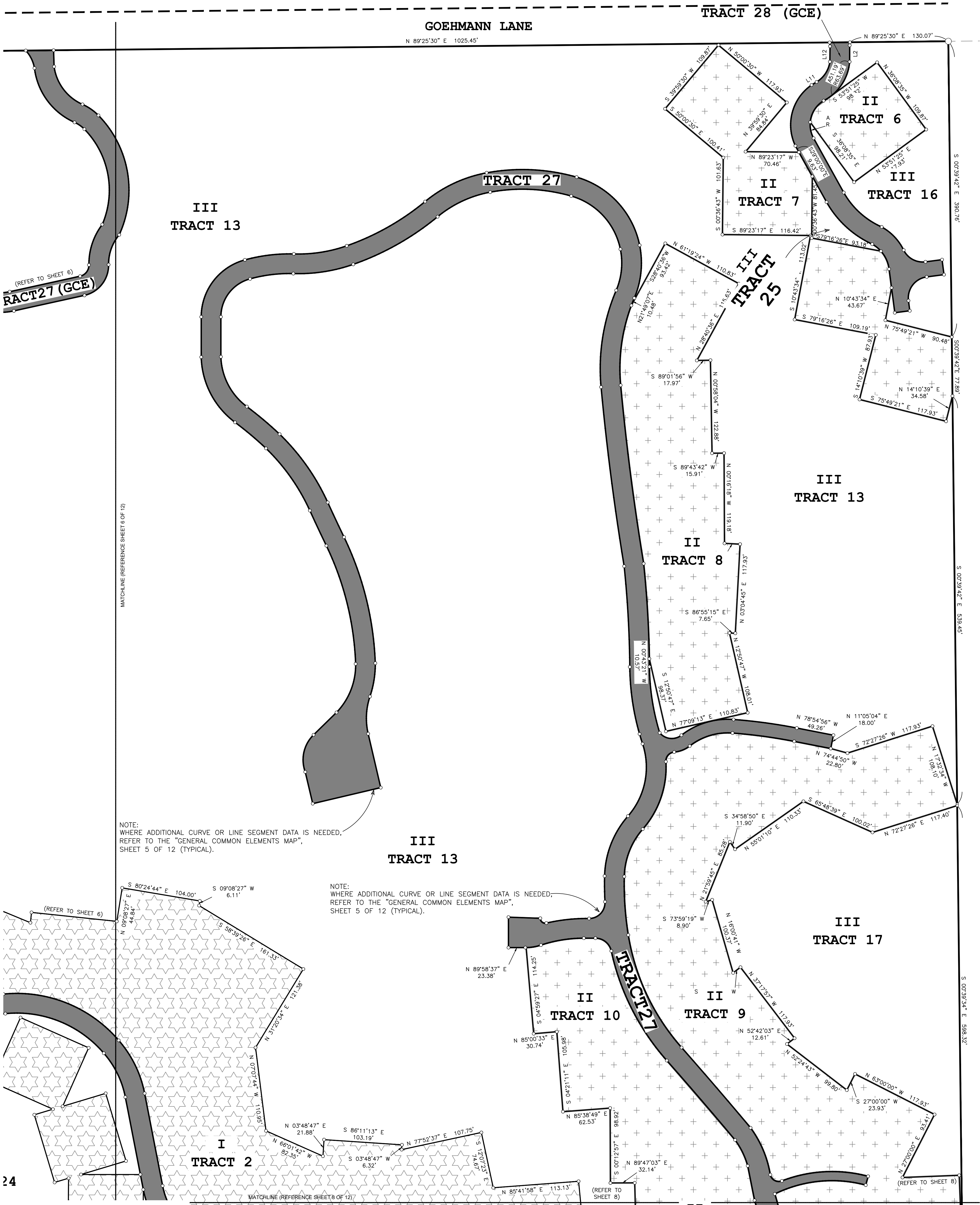


CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00	4.13	4.12	S 04°16'00"	87°27'46"
C2	63.69	64.63	61.90	S 33°43'39"	58°08'59"
C3	37.00	56.71	51.32	S 14°54'44"	87°49'27"
C4	107.38	68.89	67.72	S 47°47'03"	36°45'32"
C5	70.00	42.85	42.18	S 43°32'59"	35°04'51"
C6	28.00	34.89	32.68	S 61°42'37"	71°23'51"
C7	28.00	43.98	39.60	S 37°35'28"	90°00'00"
C8	44.00	41.22	39.73	S 34°14'47"	53°40'00"
C9	132.65	83.44	82.07	N 47°18'15"	36°02'54"
C10	64.15	92.58	83.33	N 14°54'44"	82°29'59"
C11	37.00	33.02	31.94	N 33°15'38"	51°08'17"
C12	25.00	5.18	5.17	N 09°20'51"	11°45'12"
C13	64.00	65.23	62.44	S 36°57'04"	58°23'46"
C14	68.00	25.71	25.36	S 55°19'05"	21°39'44"
C15	141.03	170.37	160.20	S 09°24'27"	69°19'51"
C16	60.00	42.77	41.87	S 19°34'48"	49°50'29"
C17	41.00	15.80	15.60	S 36°03'08"	17°59'09"
C18	84.37	101.19	95.23	N 68°02'23"	68°42'59"
C19	274.50	75.89	75.60	N 23°48'40"	15°00'00"
C20	64.00	100.10	95.20	N 62°38'48"	89°36'40"
C21	1663.28	43.01	43.01	S 74°16'37"	178°54"
C22	726.08	122.36	122.22	S 79°20'44"	173°20'01"
C23	589.45	90.41	90.32	S 89°04'03"	84°17'18"
C24	140.00	238.18	212.82	S 47°16'00"	93°27'11"
C25	362.00	76.48	76.31	S 06°03'02"	12°08'04"
C26	22.00	34.54	31.10	S 57°04'32"	89°27'39"
C27	289.49	59.62	59.50	N 71°35'59"	12°40'00"
C28	236.29	265.48	251.73	S 82°24'11"	64°22'26"
C29	213.85	135.52	133.30	S 32°14'17"	52°57'11"
C30	215.95	256.88	242.00	S 19°49'04"	68°09'51"
C31	196.00	44.14	44.02	S 69°20'59"	12°54'17"
C32	117.50	27.02	26.96	S 60°12'44"	13°10'34"
C33	22.00	34.41	31.10	S 09°48'57"	87°36'59"
C34	341.00	36.72	36.71	S 30°30'54"	87°07'44"
C35	22.00	42.39	36.13	S 83°01'06"	110°23'35"
C36	106.00	138.72	126.71	N 62°23'33"	81°19'33"
C37	84.64	67.59	66.16	S 75°12'54"	40°55'13"
C38	177.17	170.33	161.00	S 68°08'08"	50°19'09"
C39	150.00	76.90	76.00	S 26°04'10"	30°08'20"
C40	98.00	82.09	79.71	S 34°59'53"	47°59'46"
C41	134.50	69.71	68.93	N 85°31'01"	11°34'49"
C42	416.19	84.12	83.98	S 56°11'31"	86°08'54"
C43	110.00	169.23	153.03	S 54°33'20"	84°51'41"
C44	104.00	154.18	140.38	N 42°42'08"	80°27'23"
C45	145.00	112.18	110.36	N 15°08'48"	35°49'13"
C46	192.28	121.91	119.88	S 14°49'24"	36°19'38"
C47	7.00	10.00	9.99	S 46°08'01"	12°02'55"
C48	293.36	113.02	112.32	S 83°25'12"	22°04'24"
C49	20.00	22.27	21.98	S 83°25'12"	22°04'24"
C50	229.50	218.37	210.23	N 09°31'24"	54°31'09"
C51	106.50	38.23	38.03	N 26°01'12"	20°34'03"
C52	4897.86	138.45	138.44	N 40°49'27"	11°40'51"
C53	322.00	164.04	162.27	N 26°52'47"	29°11'19"
C54	21.50	28.16	27.98	N 51°08'14"	17°29'52"
C55	180.43	57.81	57.36	S 80°51'12"	18°17'37"
C56	65.00	11.78	11.68	N 17°15'10"	18°17'37"
C57	6.50	11.78	10.24	S 51°58'12"	10°35'22"
C58	234.96	56.89	56.75	N 83°54'32"	13°52'54"
C59	21.00	34.09	33.92	N 43°29'54"	34°00'00"
C60	446.59	33.99	33.98	N 00°49'41"	42°1'59"
C61	124.63	86.77	86.77	N 00°49'41"	42°1'59"
C62	98.00	101.89	97.45	N 11°25'58"	59°37'47"
C63	331.50	13.99	13.99	N 17°15'10"	18°17'37"
C64	331.50	89.81	89.34	N 08°16'29"	15°31'23"
C65	142.04	133.32	133.21	N 03°12'03"	9°22'35"
C66	336.48	236.69	236.64	N 07°20'51"	81°19'33"
C67	263.68	130.70	129.36	N 08°52'54"	28°23'59"
C68	82.08	100.57	95.65	N 42°48'01"	62°34'54"
C69	92.08	100.57	95.65	N 42°48'01"	62°34'54"
C70	234.63	108.10	107.15	N 87°15'34"	26°23'52"
C71	152.50	77.52	76.11	S 64°56'10"	28°08'06"
C72	364.00	128.72	128.06	S 60°32'24"	20°15'38"
C73	218.00	165.63	165.63	S 81°15'58"	21°11'26"
C74	196.29	57.78	57.55	S 83°01'44"	16°51'59"
C75	152.00	68.53	68.53	S 37°30'00"	15°00'00"
C76	85.15	76.70	74.14	S 27°31'45"	51°38'54"
C77	495.22	56.62	56.59	S 49°55'44"	63°43'00"
C78	296.36	111.01	110.37	S 35°12'13"	21°29'42"
C79	226.35	50.70	50.70	S 25°09'57"	11°18'59"
C80	418.24	172.83	172.13	S 13°55'17"	22°02'58"
C81	134.82	44.80	44.59	S 09°08'49"	19°02'51"
C82	90.00	46.99	46.99	S 09°08'49"	19°02'51"
C83	46.11	53.09	50.21	N 12°41'58"	65°58'03"
C84	90.34	70.74	68.95	N 21°30'49"	44°51'59"
C85	192.24	138.45	138.44	N 13°13'13"	35°49'13"
C86	2246.30	51.28	51.28	N 25°09'58"	11°18'59"
C87	270.42	100.77	100.77	S 13°55'17"	22°02'58"
C88	469.22	53.46	53.43	N 49°58'14"	63°41'41"
C89	111.15	100.51	97.99	N 27°24'18"	51°48'37"
C90	78.50	102.00	94.86	S 37°22'51"	74°55'42"
C91	222.29	65.43	65.19	N 83°03'08"	16°51'59"
C92	192.00	71.10	70.69	N 81°16'46"	21°12'59"
C93	336.00	119.52	118.90	N 60°32'24"	20°15'38"
C94	178.50	90.77	89.73	N 64°56'37"	29°08'06"
C95	260.83	120.08	119.02	S 87°15'24"	26°23'52"
C96	118.08	128.77	122.65	S 42°46'01"	62°34'54"
C97	118.08	71.22	70.14	S 44°33'20"	84°51'41"
C98	237.68	117.81	116.61	S 08°52'54"	28°23'59"
C99	1343.45	141.64	141.64	S 34°04'32"	34°04'32"
C100	1447.04	136.56	136.51	S 03°13'00"	9°24'59"
C101	328.50	86.41	86.30	S 03°13'00"	9°24'59"
C102	20.63	31.89	28.81	S 63°38'10"	86°34'01"
C103	99.92	73.65	71.99	N 73°11'44"	42°13'48"
C104	71.94	71.94	64.41	S 62°18'02"	64°42'57"
C105	695.94	82.28	82.23	N 82°18'09"	6°48'27"
C106	81.92	138.45	138.45	S 73°11'44"	42°13'48"
C107	38.63	22.39	22.07	S 68°40'48"	13°11'55"
C108	12.00	18.57	18.57	S 40°46'08"	41°02'51"
C109	124.00	96.64	94.21	S 16°55'14"	44°39'12"
C110	420.59	72.56	72.45	S 03°24'32"	9°24'59"
C111	296.00	166.66	164.47	S 25°20'58"	32°19'58"
C112	4983.85	138.45	138.45	S 03°13'00"	9°24'59"
C113	144.59	67.84	67.22	S 22°47'32"	26°53'02"
C114	11.50	19.73	17.40	S 81°58'28"	98°18'56"
C115	114.84	115.88	114.03	S 86°58'42"	36°08'59"
C116	172.00	123.41	120.78	S 84°26'42"	41°08'35"
C117	258.33	240.88	240.88	S 10°28'51"	7°22'03"
C118	104.00	128.07	120.13	S 03°58'18"	70°33'16"
C119	251.53	120.77	120.77	S 03°58'18"	70°33'16"
C120	190.88	117.48	115.64	S 14°24'05"	35°15'52"
C121	78.00	99.42	98.02	S 20°03'08"	43°40'02"
C122	88.00	82.94	79.80	S 27°00'00"	54°00'00"
C123	62.00	58.43	56.29	N 27°00'00"	54°00'00"
C124	104.00	104.00	104.00	S 27°00'00"	54°00'00"
C125	156.42	107.00	104.93	N 19°23'33"	39°11'39"
C126	228.52	181.54	181.54	S 26°58'55"	41°02'51"
C127	130.00	116.79	112.90	N 05°34'09"	51°28'27"
C128	11.50	18.89	16.84	N 26°53'09"	94°06'26"
C129	331.25	109.60	106.72	N 84°45'00"	24°29'14"
C130	130.00	192.54	175.42	N 54°33'20"	84°51'41"
C131	84.00	86.90	86.90	S 26°11'33"	86°08'54"
C132	442.19	118.30	117.95	S 87°23'27"	15°19'41"
C133	40.00	43.25	41.52	S 84°01'00"	62°02'44"
C134	158.33	82.56	80.13	S 49°55'44"	63°43'00"
C135	198.00	115.59	113.96	S 49°55'44"	63°43'00"
C136	90.00	153.51	153.51	S 81°15'58"	21°11'26"
C137	127.99	71.96	71.02	N 33°09'50"	32°12'57"
C138	229.57	22.22	21.98	S 03°24'32"	9°24'59"
C139	1151.45	176.46	176.29	N 30°41'27"	8°46'51"
C140	372.63	80.11	80.05	N 21°40'43"	9°14'36"
C141	535.99	81.41	81.34	N 12°41'58"	65°58'03"
C142	162.50	53.83	53.59	N 19°19'51"	18°58'53"
C143	316.00	103.17	102.71	N 23°48'40"	15°00'00"
C144	1533.92	75.33	75.32	N 47°59'40"	24°48'49"
C145	188.14	109.96	109.36	S 13°08'14"	73°10'10"
C146	377.68	135.29	135.50	N 24°39'36"	20°40'33"
C147	388.00	237.00	233.33	N 17°29'58"	34°59'53"
C148	172.00	45.38	45.25	N 07°40'53"	15°09'09"
C149	19.50	21.42	20.36	N 16°21'19"	62°56'49"
C150	73.00	69.94	69.18	N 23°48'40"	15°00'00"
C151	55.00	41.29	40.33	S 21°30'58"	43°00'49"
C152	17.62	14.16	12.16	N 84°49'58"	106°18'52"
C153	175.00	194.52	184.33	S 61°03'43"	64°42'57"
C154	563.45	86.42	86.34	N 89°04'03"	84°17'18"
C155	700.08	117.88	117.84	S 79°20'44"	173°20'01"
C156	1637.26	42.23	42.23	N 74°16'44"	178°54"
C157	90.00	163.64	156.76	S 26°03'08"	17°59'09"
C158	248.50	68.70	68.49	S 25°45'40"	15°50'27"
C159	58.25	70.00	65.86	S 68°02'23"	68°42'59"
C160	15.00	20.34	18.82	S 36°03'08"	17°59'09"
C161	86.00	57.33	56.27	N 19°15'25"	38°11'40"
C162	113.03	136.97	128.18	S 10°28'51"	7°22'03"
C163	42.00	15.88	15.76	N 55°19'05"	21°39'44"
C164	90.00	93.22	89.11	N 36°57'04"	58°23'46"
C165	45.97	28.30	25.94	N 26°15'48"	32°48'30"
C166	295.49	65.34	65.21	N 71°36'12"	

CONDOMINIUM PLAT ESTABLISHING
THE LANTANA
MASTER CONDOMINIUM
GILLESPIE COUNTY, TEXAS.



CONDOMINIUM PLAT ESTABLISHING
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SHEET 5 OF 12 (TYPICAL).

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SITE MAP

SCALE: N.T.S.

LEGEND & ABBREVIATIONS:

- 1/2" DIA. REBAR SET (CAPPED: WAYMAKER 6454)
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- ELECTRIC LINES
- APPROX. PATENT SURVEY LINE
- PLACE OF BEGINNING
- B.S.L.
- U.E.
- ESMT.
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- R.P.R.
- O.P.R.
- D.R.
- P.R.
- R.O.W.
- MW
- GM
- MHSS
- MHST
- MASTER CONDOMINIUM UNIT LINE

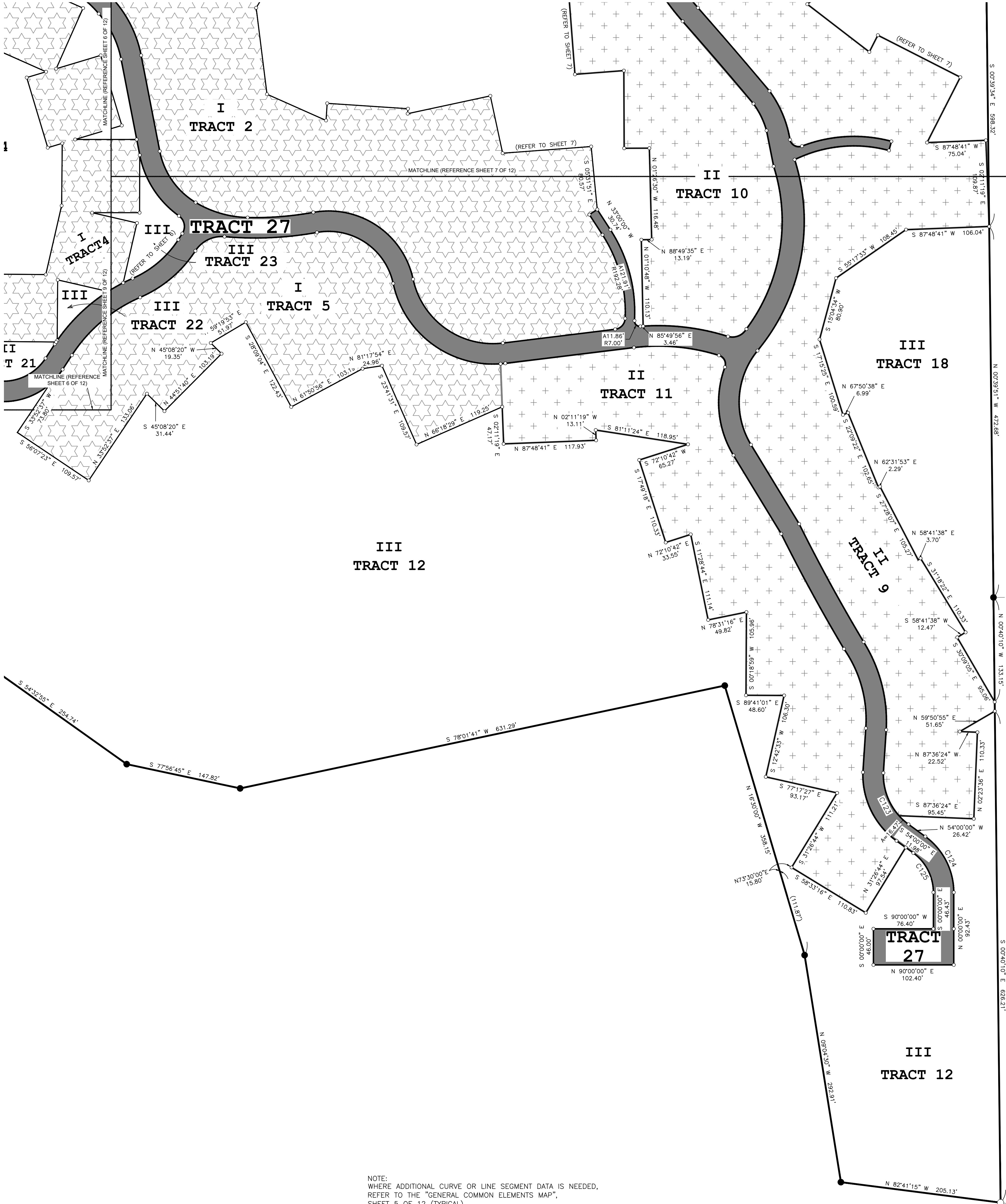
MASTER CONDOMINIUM UNITS - IDENTIFICATION TABLE

AREA IDENTIFIER	UNIT DESCRIPTION	TRACT NO.	HATCH PATTERN
I	RESIDENTIAL UNIT I	TRACTS 1-5	[Hatch Pattern]
II	RESIDENTIAL UNIT II	TRACTS 6-11	[Hatch Pattern]
III	HOTEL UNIT III	TRACTS 12-25	[Hatch Pattern]
IV	RETAIL UNIT IV	TRACT 26	[Hatch Pattern]
GCE	GENERAL COMMON ELEMENT	TRACTS 27-28	[Hatch Pattern]

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THE LANTANA
MASTER CONDOMINIUM
MASTER UNITS MAP

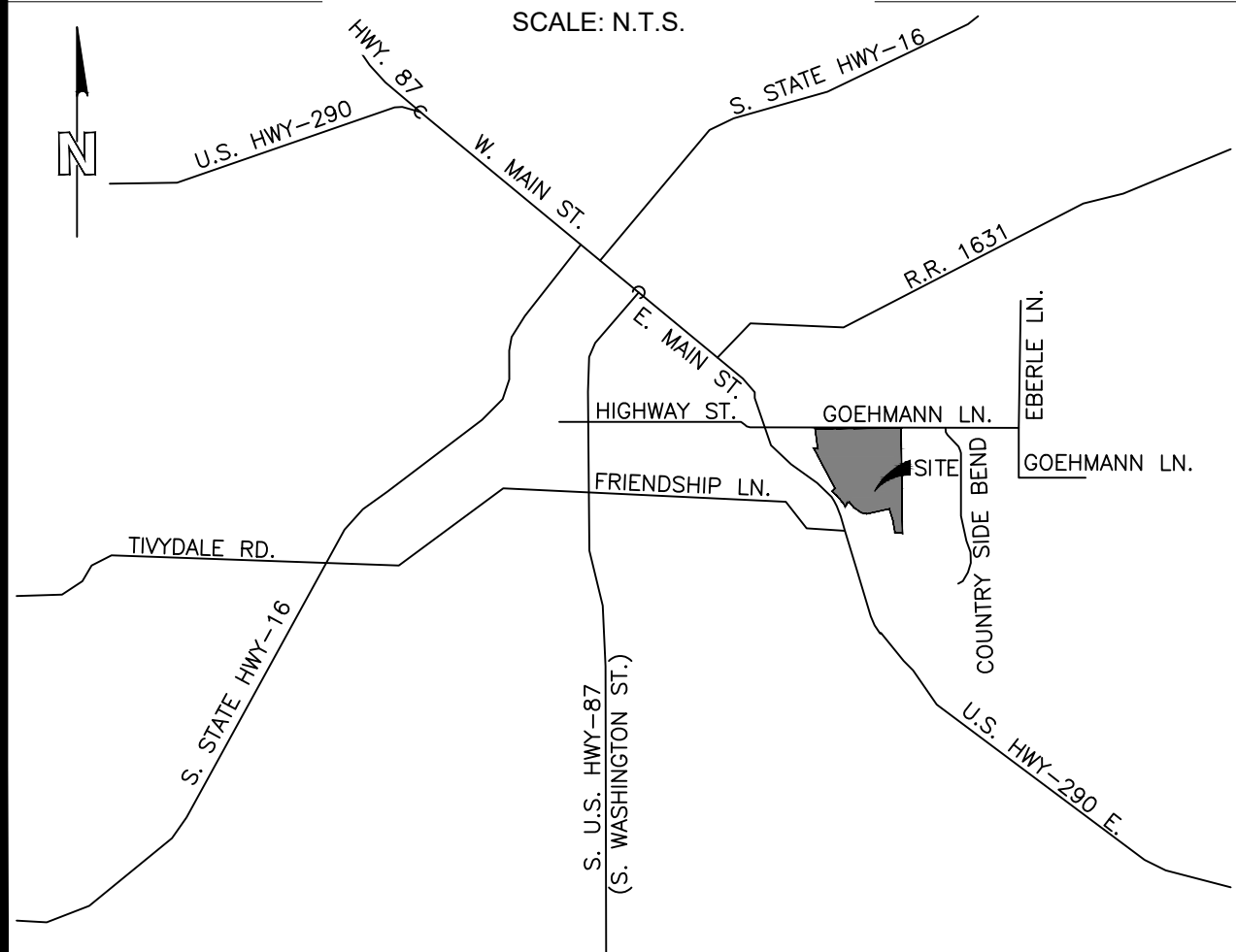
CONDOMINIUM PLAT ESTABLISHING
THE LANTANA
MASTER CONDOMINIUM
GILLESPIE COUNTY, TEXAS.



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SHEET 5 OF 12 (TYPICAL).

SITE MAP

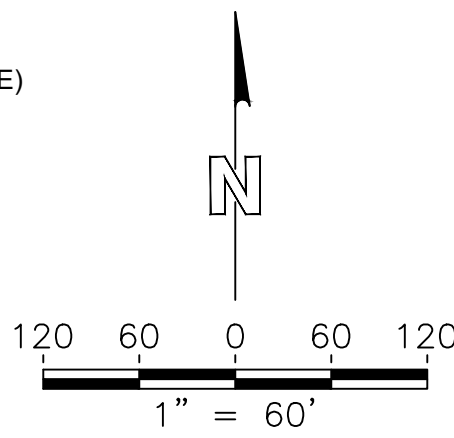
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- APPROX. PATENT SURVEY LINE
- P.O.B. PLACE OF BEGINNING
- B.S.L. BUILDING SETBACK LINE
- U.E. UTILITY EASEMENT
- ESMT. RECORD EASEMENT
- C.M. CONTROLLING MONUMENT
- R.P.R. REAL PROPERTY RECORDS
- O.P.R. OFFICIAL PUBLIC RECORDS
- D.R. DEED RECORDS
- 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

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GCE	GENERAL COMMON ELEMENT	TRACTS 27-28	[Hatch Pattern]

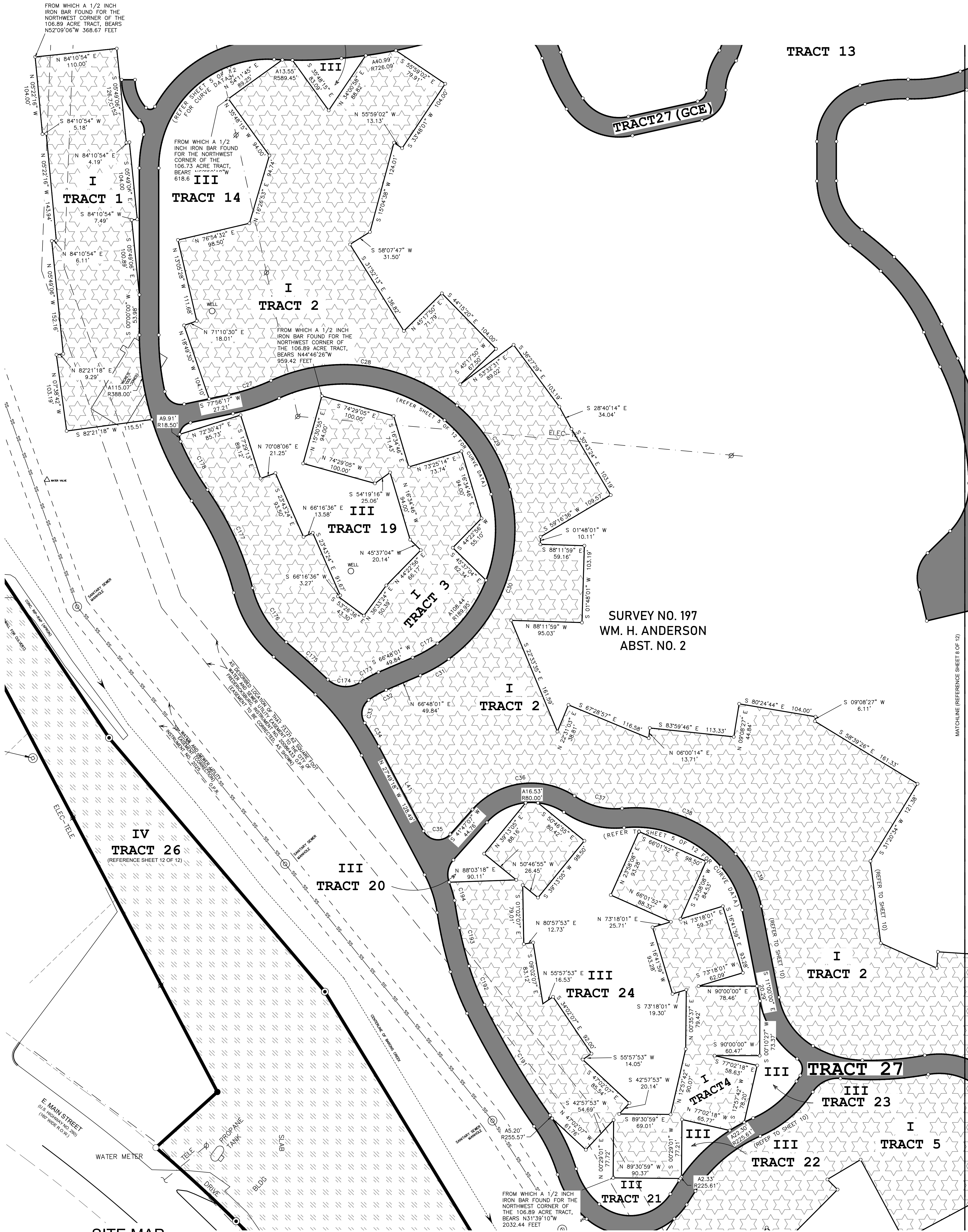


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FREDERICKSBURG, TEXAS 78624
830-997-3884
WAYMAKERLAND.COM
TBPELS FIRM NO. 10194626

THE LANTANA
MASTER CONDOMINIUM
MASTER UNITS MAP

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CONDOMINIUM PLAT ESTABLISHING
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MASTER CONDOMINIUM
GILLESPIE COUNTY, TEXAS.



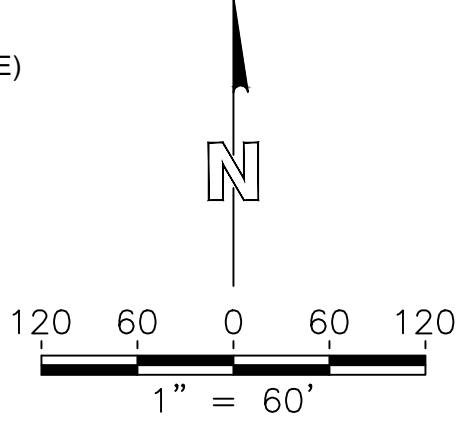
SITE MAP
SCALE: N.T.S.

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 - BUILDING SETBACK LINE
 - UTILITY EASEMENT
 - RECORD EASEMENT
 - CONTROLLING MONUMENT
 - REAL PROPERTY RECORDS
 - OFFICIAL PUBLIC RECORDS
 - DEED RECORDS
 - PLAT RECORDS
 - RIGHT-OF-WAY
 - WATER METER
 - GM
 - MANHOLE LID (SEWER)
 - MANHOLE LID (STORM)
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O.P.R.
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GCE	GENERAL COMMON ELEMENT	TRACTS 27-28	[Hatch Pattern]



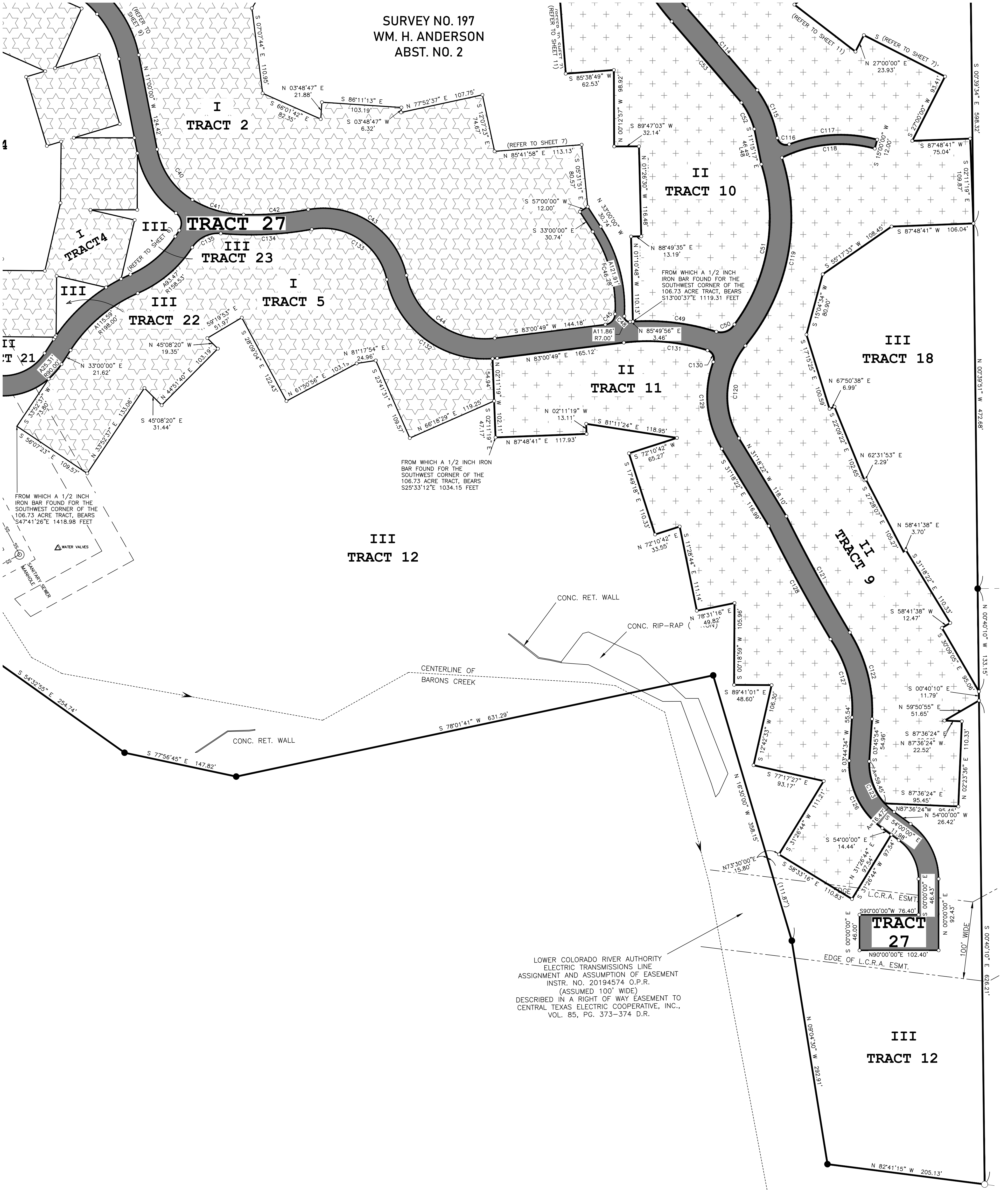
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WAYMAKER.LAND.COM
TBPELS FIRM NO. 10194626

THE LANTANA
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CONDOMINIUM PLAT ESTABLISHING
THE LANTANA
MASTER CONDOMINIUM
GILLESPIE COUNTY, TEXAS.

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



LOWER COLORADO RIVER AUTHORITY
ELECTRIC TRANSMISSIONS LINE
ASSIGNMENT AND ASSUMPTION OF EASEMENT
INSTR. NO. 20194574 O.P.R.
(ASSUMED 100' WIDE)
DESCRIBED IN A RIGHT OF WAY EASEMENT TO
CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.,
VOL. 85, PG. 373-374 D.R.

SITE MAP

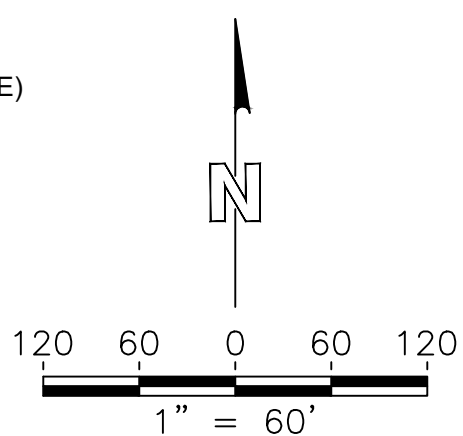
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- P.O.B.
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RESIDENTIAL UNIT II

S89°25'30"W 1284.58'

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TRACT 28 (GCE)

III
TRACT 13

TRACT 27

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TRAC

TRACT 16

III
TRACT 13

+ II
TRACT 8

III
TRACT 17

II
TRACT 1

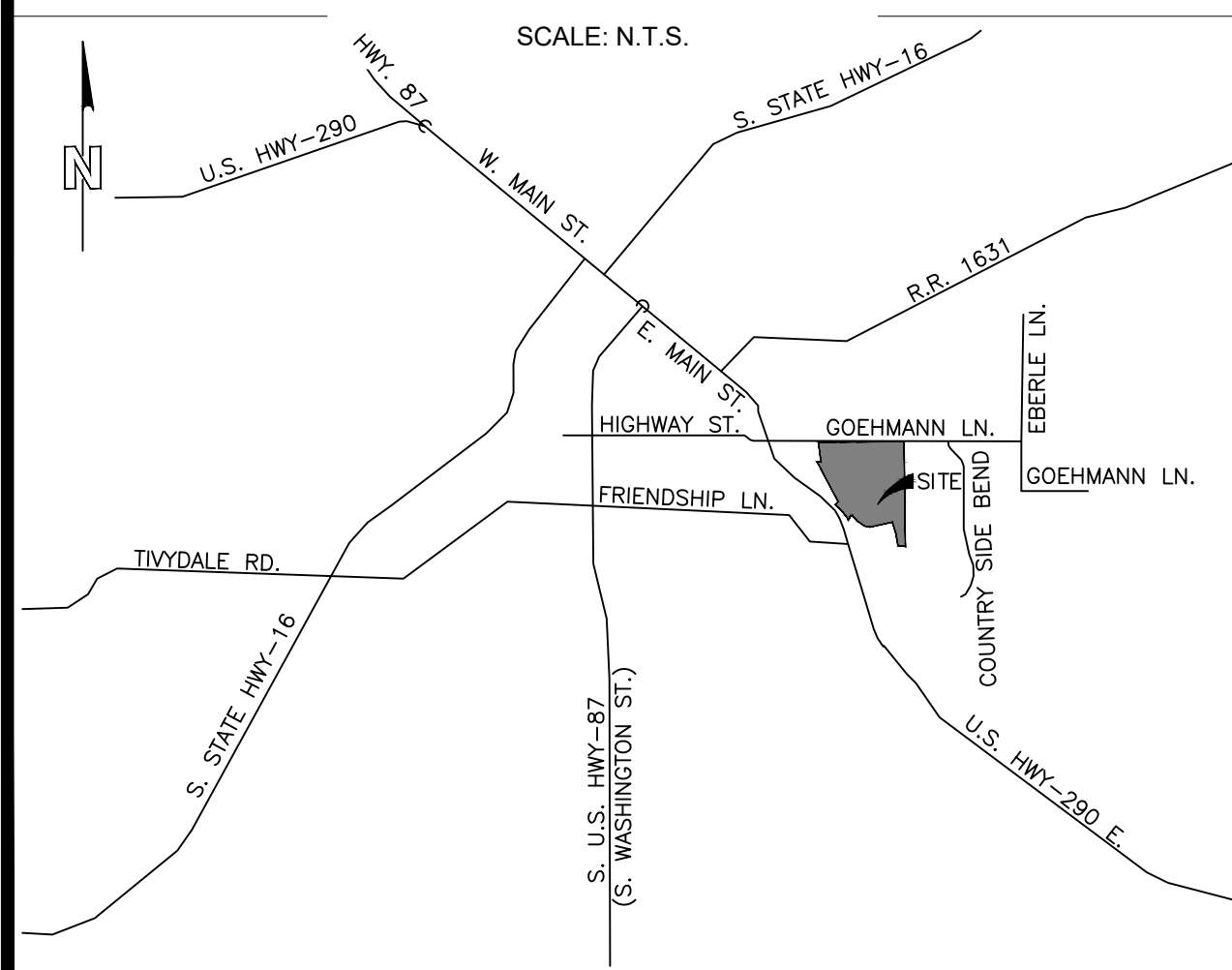
SURVEY NO. 197
WM. H. ANDERSON
ABST. NO. 2

IRVEY NO. 197
H. ANDERSON
ABST. NO. 2

III
TRACT 13

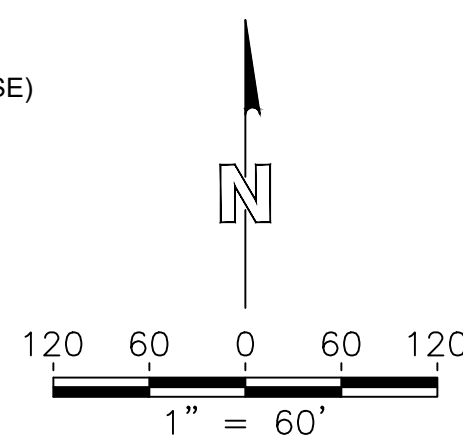
TRACT 2

SCALE: N.T.S.



⦿ 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
 ——— APPROPRIATE PATENT SURVEY LINE
 P.O.B. PLACE OF BEGINNING
 B.S.L. BUILDING SETBACK LINE
 U.E. UTILITY EASEMENT
 E.S.M.T. 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

MASTER CONDOMINIUM UNITS - IDENTIFICATION TABLE			
AREA IDENTIFIER	UNIT DESCRIPTION	TRACT NO.	HATCH PATTERN
I	RESIDENTIAL UNIT I	TRACTS 1-5	
II	RESIDENTIAL UNIT II	TRACTS 6-11	
III	HOTEL UNIT III	TRACTS 12-25	(NOT HATCHED)
IV	RETAIL UNIT IV	TRACT 26	*****
GCE	GENERAL COMMON ELEMENT	TRACTS 27-28	



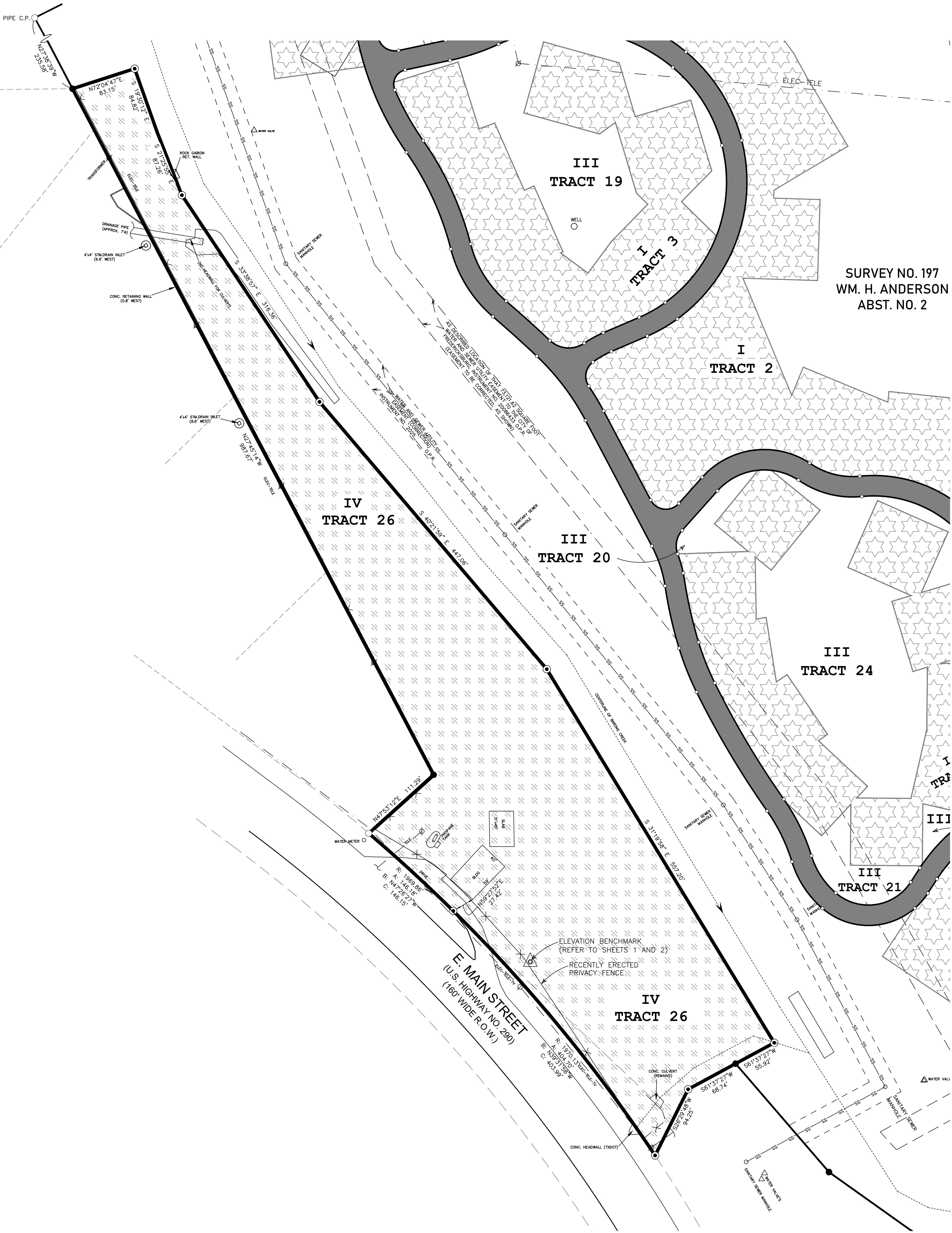

WAYMAKER
LAND ADVISORS & SURVEYORS

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

**THE LANTANA
MASTER CONDOMINIUM
MASTER UNITS MAP**

PRELIMINARY
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NOT BE REVIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
DATE: 05 / 29 / 2025

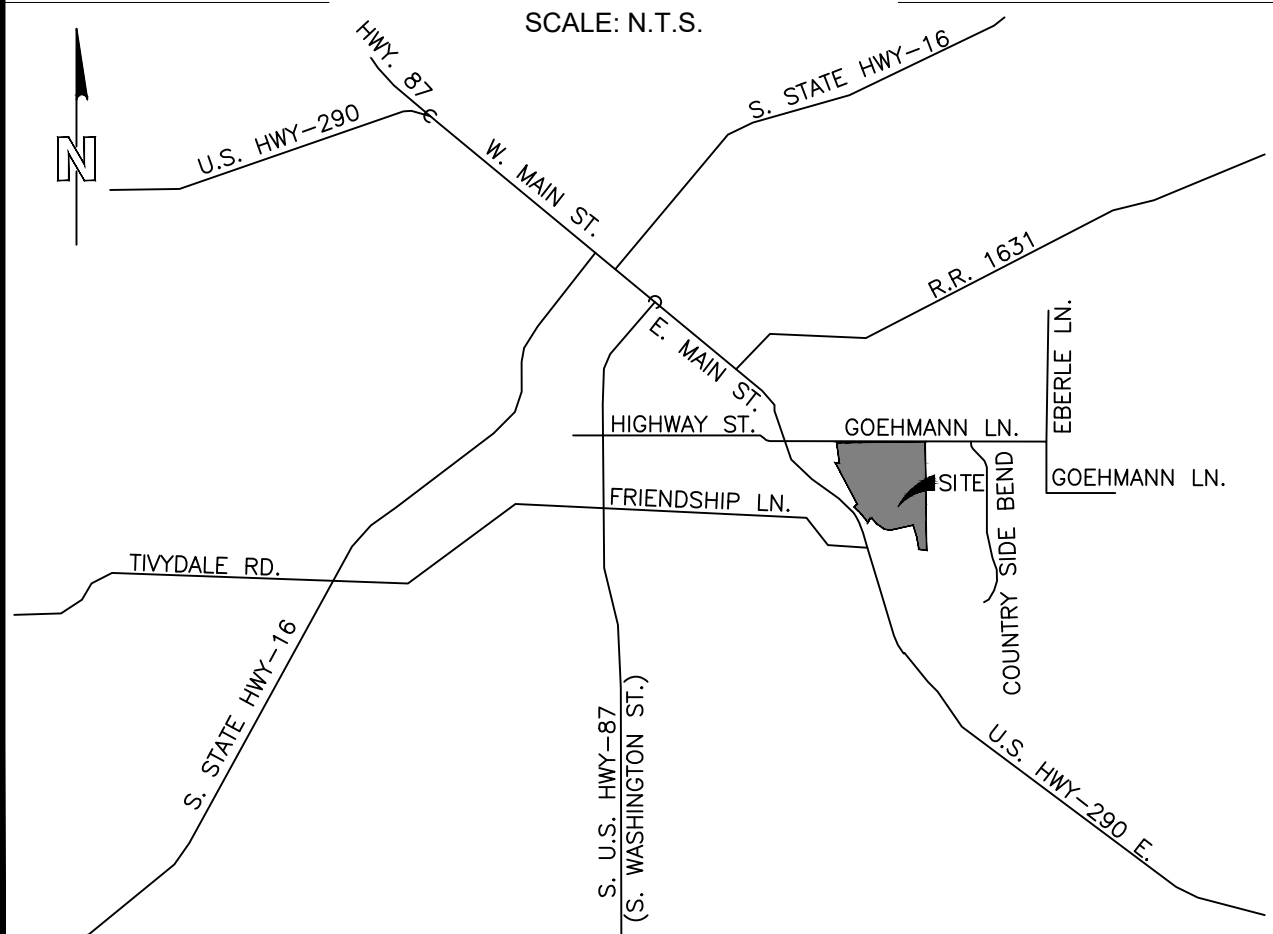
CONDOMINIUM PLAT ESTABLISHING
THE LANTANA
MASTER CONDOMINIUM
GILLESPIE COUNTY, TEXAS.



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

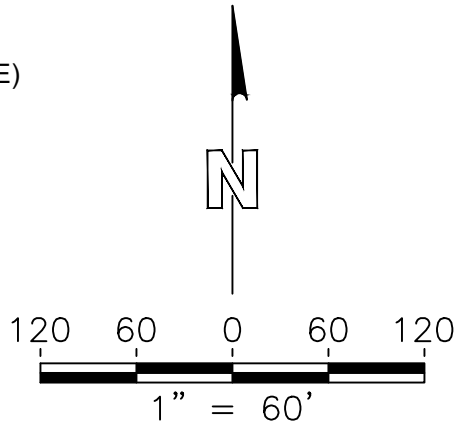
MASTER CONDOMINIUM UNITS - IDENTIFICATION TABLE			
AREA IDENTIFIER	UNIT DESCRIPTION	TRACT NO.	HATCH PATTERN
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II	RESIDENTIAL UNIT II	TRACTS 6-11	[Hatch Pattern]
III	HOTEL UNIT III	TRACTS 12-25	[Hatch Pattern]
IV	RETAIL UNIT IV	TRACT 26	[Hatch Pattern]
GCE	GENERAL COMMON ELEMENT	TRACTS 27-28	[Hatch Pattern]

SITE MAP
SCALE: N.T.S.



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



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THE LANTANA
MASTER CONDOMINIUM
RETAIL UNIT IV MAP