

Declaration of Condominium Regime

for

1704 HETHER STREET CONDOMINIUMS

This Declaration of Condominium Regime (the "Declaration") is made by Jett Abram, LLC ("Declarant").

Recitals

1. Declarant is the sole owner of the real property, including the land, the improvements and structures on the land, and all easements, rights, and appurtenances belonging to the land, located in Travis County, Texas at 1704 Hether Street, Austin, Texas 78704, the legal description of which is set forth in Exhibit A, attached hereto and made a part hereof for all purposes (collectively, the "Property").

2. The purpose of this Declaration is to submit the Property to a condominium regime pursuant to the Texas Uniform Condominium Act, Texas Property Code, Sections 82.001 et seq. (as amended, the "Act"), for the ownership in fee simple of the estates consisting of the area or space contained in each of the Condominium Units in the building and the co-ownership by the individual and separate owners, as tenants-in-common, of all the remaining property dedicated to the condominium regime, being the common elements of the Project.

3. The name of the Condominium Regime is **1704 HETHER STREET CONDOMINIUMS**, consisting of two (2) Condominium Units.

4. Upon the filing of this Declaration in the Official Public Records of Travis, Texas, the Property will constitute a condominium as that term is defined by the Act.

5. Declarant declares the Project is and will be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved as a condominium project subject to the covenants, conditions, easements, restrictions, uses, limitations, and obligations of this Declaration, all of which are declared to be in furtherance of the condominium regime and for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Project. The covenants, conditions, easements, restrictions, uses, limitations, and obligations of this Declaration are covenants running with title to the land, will be binding on and inure to the benefit of all parties having or acquiring any right, title, or interest in any part of the Property, and will be for the benefit of each Owner and the owner of any interest in the Project.

ARTICLE I

Definitions

Section 1.1 Definitions. The following terms shall have the meaning set forth below:

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

"Association" means the **1704 HETHER STREET CONDOMINIUMS OWNERS ASSOCIATION, INC.**, a Texas nonprofit corporation.

ORIGINAL
FILED FOR RECORD

"Common Expenses" means all costs and expenses, including allocations to the Working Capital Fund, reserves or financial liabilities of the Association that are incurred pursuant to the provisions of the Declarations, these Bylaws or a resolution duly adopted by the Affirmative Vote of the Members.

"Condominium Unit" means a Condominium Unit which is designated for residential purposes, together with an undivided interest appurtenant to the Condominium Unit, in and to the Common Elements and the unrestricted right of ingress and egress thereto.

"County" means Travis County, Texas.

"Declarant" means Jett Abram, LLC, whose address is 1706 Hether, Austin, Texas 78704.

"Declarant Control" means that period of time from the effective date of this Declaration until such time as Declarant has conveyed to Owners other than Declarant, title to one hundred percent (100%) of the Condominium Units.

"Declaration" means the Declaration of Condominium Regime for 1704 Hether Street Condominiums, and all recorded amendments thereto.

"First Lien Indebtedness" means any indebtedness secured by a first and prior lien or encumbrance upon a Condominium Unit.

"First Mortgagee" means any Person which is the holder, insurer or guarantor of First Lien Indebtedness which has provided the Association with written notice of its name, address and the description of the Condominium Unit on which it holds the First Lien Indebtedness.

"Land" means that certain lot, tract or parcel of land located in the county, and more particularly described in the Declaration together with all and singular the rights and appurtenances pertaining thereto.

"Member" means each Owner of a Condominium Unit.

"Owner" means any Person (including Declarant) owning fee title to a Condominium Unit, but does not include any person having an interest in a Condominium Unit solely as security for an obligation.

"Parking Condominium Unit" means a physical portion of the Condominium used exclusively for parking of automobiles which is a Limited Common Element that is not designated for separate ownership by an Owner, but the use and enjoyment of which may be associated with a specific Condominium Unit.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Plat and Plans" means the project plat and Condominium Unit plans attached to this Declaration as Exhibit C.

"Systems" includes, but is not limited to, all fixtures, equipment, pipes, lines, wires, computer cables, conduits and other systems used in the production, heating, cooling and/or transmission of air, water, gas, electricity, communications, waste, water, sewage, and internet, cable, other audio and video signals.

"Unit" means a physical portion of the Condominium that is designated for separate ownership or occupancy (the boundaries of which are depicted on the site plan), and includes (i) all Systems which exclusively serve such Condominium Unit, and (ii) the finish materials, fixtures and appliances contained in Condominium Unit, but excludes

(x) any of the structural components of the Building in which such Condominium Unit is located and (y) Systems which serve more than one Condominium Unit, all as subject to and further described in Section 82.052 of the Act.

"Working Capital Fund" means a fund to be maintained by the Association to meet unforeseen expenditures of the Association or to purchase any additional equipment or services deemed necessary by the Association for operation of the condominium.

ARTICLE II

The Association

Section 2.1. Authority. The Association has been incorporated as a nonprofit corporation under the Texas Business Organizations Code. In addition to the powers conferred on the Association under the Bylaws and hereunder, the Association may take all actions authorized by Section 82.102 of the Act and shall be responsible for the maintenance and repair of the Common Elements. Any and all actions taken by the Association pursuant to this Declaration, the Act or the Bylaws is binding on all Owners. This Declaration does not provide for any limitations or restrictions on the power of the Association, and the Association may adopt and amend from time to time, such Rules and Regulations as may be appropriate, provided they are not in conflict with any provision of this Declaration.

Section 2.2 Member Governance. The affairs of the Association shall be governed by the Members, provided all decisions and acts of the Members on behalf of the Association shall be subject to Declarant approval until expiration of Declarant Control.

ARTICLE III

Units

Section 4.1. Number of Units. The 1704 Hether Street Condominiums consists of two (2) Condominium Units and two (2) Parking Units, as shown on Exhibit C. Declarant does not reserve the right to create any further Condominium Units or Parking Units in the Condominium. No Condominium Units or Parking Units may be added to or withdrawn from the Condominium.

Section 4.2. Identification of Condominium Units. Each Condominium Unit is identified by letter "A" through "B" on the Plats or Plans or both, attached hereto as Exhibit C.

Section 4.3. Identification of Parking Units. Each Parking Unit is identified as the "concrete" pad located at the front of each Condominium Unit and as shown on the Plats or Plans or both, attached hereto as Exhibit C. Each Condominium Unit shall have the exclusive use of the Parking Unit that is located in front of each Condominium Unit.

Section 4.4. Condominium Unit Boundaries. The boundaries of each Condominium Unit are located as shown on the Plat and Plans attached hereto as Exhibit C and are more particularly described as:

(a) The exterior boundaries of the Condominium Unit building (except the exterior roof), consisting of the outer walls and foundations, together with the concrete patios and the fenced areas as shown on the Plats or Plans or both, attached hereto as Exhibit C;

(b) Any outdoor air conditioning equipment, including but not limited to compressors and pads; and television antennas satellite dishes and other television appurtenances; and

(c) For those portions of a Condominium Unit that share a wall or other portion of the building structure with another Condominium Unit, the boundaries are the interior surface of the common walls, floors, ceilings, window frames, doors, and door frames and trim. The actual physical boundaries of said Condominium Unit shall be conclusively presumed to be its proper boundaries, regardless of settling, rising or lateral movement of the Building in which such Condominium Unit is located and regardless of variances between boundaries shown on the Plat and Plans and the actual boundaries of such Building.

Section 4.5. Subdivision of Condominium Units. No Condominium Unit may be subdivided.

Section 4.6. Alteration of Condominium Units. An Owner may alter his Condominium Unit as permitted by the terms of this Declaration and Section 82.061 of the Act.

Section 4.7. Plats and Plans. Each Owner of a Condominium Unit acknowledges that the Plat and Plans attached hereto as Exhibit C represent a visual depiction of the Condominium Units and that the actual construction may vary to some degree therefrom. Each Owner is advised to carefully inspect and measure their Condominium Unit and rely primarily on the physical inspection of the Condominium Unit in making their purchasing decision.

ARTICLE V Common Elements

Section 5.1. Common Elements. The Common Elements of the Condominium are those portions of the Property designated as "CE" on the Plat and Plans attached hereto as Exhibit C.

Section 5.2. Limited Common Elements. Limited Common Elements are those portions of the Property designated as "LCE" on the Plat and Plans attached hereto as Exhibit C.

Section 5.3. Roof. The exterior roofs over the Condominium Units shall be considered a common element.

ARTICLE VI Allocated Interests

Section 6.1. Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association allocated to each Condominium Unit are set forth in Exhibit B.

Section 6.2. Determination of Allocated Interests. The interests allocated to each Condominium Unit have been calculated as follows:

(a) the undivided interest in Common Elements, on the basis of the total number of Condominium Units;

(b) the percentage of liability for Common Expenses, on the basis of the total number of Condominium Units; and

(c) the number of votes in the Association, on the basis of one vote per Condominium Unit.

ARTICLE VII
Restrictions on Use, Alienation, and Occupancy

Section 7.1. Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved by the Declarant, the following use restrictions apply to all Condominium Units and to the Common Elements: All Condominium Units are to be used for residential purposes only.

Section 7.2. Subordination of the Lien to Mortgages. The contractual lien securing monies owed to the Association shall be subordinate to the lien of any first lien purchase-money mortgage or initial construction mortgage voluntarily granted or created by the Owner of a Condominium Unit to the extent same is recorded with the Clerk of Travis County, Texas prior to the due date of the amount(s) owed to the Association. The holder of such a mortgage is referred to as a "First Mortgagee". Sale or transfer of any Condominium Unit pursuant to a foreclosure or a deed in lieu of foreclosure shall not affect said contractual lien as to the amounts secured thereby which became due and payable prior to the recording of the mortgage being foreclosed; provided, however, that the sale or transfer of any Condominium Unit pursuant to a foreclosure pursuant to a superior lien shall not extinguish the Association's contractual lien on amounts becoming due and after such foreclosure. No such foreclosure shall relieve such Condominium Unit, or the Owners thereof, from liability for monies owed by the Owner to the Association.

Section 7.3. Parking. Parking is allowed only within the Parking Unit assigned to each Condominium Unit. An Owner is not allowed to park boats, campers, RV's or abandoned vehicles on the Property.

Section 7.4. Quiet Enjoyment. The use or operation of excessive, noisy and/or obtrusive equipment is prohibited on the Property except as reasonably necessary to make permitted improvements to any portion of the Property. No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes or home entertainment) shall be located, used, or placed on any portion of the Project. No noise shall be permitted to exist or operate upon any portion of the Project so as to be offensive or detrimental to any other portion of the Project or to its occupants.

Section 7.5. Storage. Storage outside of a Condominium Unit is not permitted. An Owner is not allowed to store items in public view of the Condominium Unit. Except for household chemicals normally used in domestic, residential use, an Owner is not permitted to store hazardous or dangerous materials on the Property.

Section 7.6. Garbage and Trash Removal. Each Owner is responsible for the removal of all trash and debris from its portion of the Property and must keep all trash and recycling in containers for trash removal. Garbage or recycling containers must be kept in the garage of a Condominium Unit or in a enclosed area forming part of the Limited Common Elements for the Condominium Unit where it is out of view of the other Condominium Units and the public.

Section 7.7. Concrete. Because concrete expands and contracts under certain temperature and various other conditions, it is the nature of concrete to experience minor non-structural cracking. Concrete sidewalks, driveways, garage doors and steps may settle and develop cracks. In general, all concrete slabs, foundations will experience minor, non-structural cracking which has the potential to affect finishes. Each Owner is responsible for repairing such cracking in or surrounding its own Condominium Unit if it is of a nature that threatens the structural integrity of any Condominium Unit.

Section 7.8. Roof Composition. Each Owner is responsible for maintaining all gutters, downspouts and roofed areas connected to its Condominium Unit so that they are kept free of debris and able to drain precipitation quickly and efficiently from the Condominium Unit's roof. It is the responsibility of the Association to replace any roof or portion of a roof as needed.

Section 7.9. Utilities. To the extent reasonably possible, utilities to each Condominium Unit will be separately metered. Each Owner is responsible for timely payment of its own utility accounts. To the extent it is not

reasonable or practical to separately meter any utility or other service to the Condominiums, it shall be the responsibility of the Association to equitably allocate the cost and expense of such utility or other service between the Condominium Units.

Section 7.10. Smoke Detectors. Operable smoke detectors are required in each Condominium Unit by law. Owners are advised that the smoke detectors serve only as local alarms and do not call the Fire Department.

Section 7.11. Heating and Cooling System. It is the responsibility of Owner to carefully read and follow the manufacturer's literature for the specific model of heating and cooling system installed in the Owner's Condominium Unit.

Section 7.12. Plumbing Fixture. The plumbing fixtures in each Condominium Unit must be carefully cared for in order to retard tarnishing. To avoid damage to fixture finishes, Owner should not use abrasive cleaners, abrasive cleaning pads (like 3M green pads) or chemical cleaners such as alcohol or other organic solvents and/or caustic or acidic solutions to clean these fixtures.

Section 7.13. Plumbing System. No items other than those specifically meant for toilet disposal should be flushed. Such items as tampons, dental floss, and kitty litter will clog toilets for which the Owner will be responsible for repair or replacement.

Section 7.14. Pest Control. Pest control within each Condominium Unit is the Owner's responsibility.

Section 7.15. Condensation and Ventilation. As a result of state and federal requirements, homes today are built more airtight than ever. This saves energy dollars but it also means that how a home is used and maintained, and the lifestyles of its occupants can significantly influence the accumulation of condensation, humidity, moisture, mold, and mildew in a home. The levels of condensation, humidity, moisture, mold, and mildew within a Condominium Unit can be affected by, among other things, the use of windows and/or fans, the use of heaters/air conditioners/humidifiers, house plants (watering can generate large amounts of moisture), steam from cooking, shower/bath steam, leaks, wet clothes on indoor drying lines, running or dripping water, and plumbing leaks. To prevent the accumulation of condensation, humidity, moisture, mold, and mildew, it is necessary for the Owner to properly maintain, use, and ventilate the Condominium Unit.

Section 7.16. Pets. Each Owner may have two (2) domesticated pets. Pets are not permitted to run loose and excessive barking is not permitted. Owner is not allowed to keep any type of vicious or fighting pet. Each Owner is responsible for picking up pet feces immediately to ensure cleanliness and to avoid odors.

Section 7.17. Hazardous Activities. No activities shall be conducted within the Property which are or might be unsafe or hazardous to any person or property. No open fires shall be lighted or permitted except within safe and well-designed interior fireplaces, or in contained barbecue Condominium Units while attended and in use for cooking purposes.

Section 7.18. Nuisance. No noxious or offensive activities shall be permitted to exist or operate upon any portion of the Property, nor shall anything be done upon the Property which may be offensive or detrimental to any portion of the Property or its occupants.

Section 7.19. Temporary Structures. No tent, shack, or other temporary building, improvement, or structure shall be placed upon any portion of the Property, provided, however, that temporary structures necessary for storage of tools and equipment are permitted during periods of actual construction or remodeling.

Section 7.20. Unsightly Articles, Vehicles. No article deemed to be unsightly by the Association shall be permitted to remain on any Condominium Unit so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats,

tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times except when in actual use, in enclosed structures or screened from view from any adjacent property or roadway within the Property and no repair or maintenance work shall be done on any other structures. No automobiles or other vehicles may be parked overnight on any roadway. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, or scrape or refuse or shall trash be kept, stored, or allowed to accumulate on any portion of the Project except within enclosed structures or appropriately screened from view. FACILITIES FOR HANGING, DRYING OR AIRING CLOTHING OR HOUSEHOLD FABRICS SHALL BE SCREENED FROM VIEW FROM ANY OTHER CONDOMINIUM UNIT AND ALL PRIVATE OR PUBLIC AREAS AND GENERAL COMMON ELEMENTS.

Section 7.21. Window Condominium Units. No window or wall-type air conditioner shall be permitted to be used, placed or maintained on or in any Condominium Unit without the advance written consent of the Association.

Section 7.22. Rentals. Nothing in this Declaration shall prevent the rental of any Condominium Unit by its Owner for residential purposes, provided that all rentals must be for terms of at least six (6) months.

ARTICLE VIII Easements and Licenses

All easements, restrictions, and licenses to which the Condominium is presently subject are as set forth in Exhibit D attached hereto. In addition, the Condominium may be subject to other easements or licenses granted by the Declarant pursuant to Section 7.01 in this Declaration.

ARTICLE IX Amendment of Declaration

Section 9.1. Permitted Methods. This Declaration may be amended by any method permitted in Section 82.067 of the Act. However, no amendment of this Declaration may alter or destroy a Condominium Unit any Limited Common Elements without the consent of the affected Owner(s) and that Owner's or those Owners' first lien mortgagee(s).

Section 9.2. Preparation and Filing of Amendments. Any amendment shall be evidenced by a document that is signed and acknowledged by the President of the Association. An amendment shall be effective on the filing of the document in the office of the Travis County Clerk.

ARTICLE X Plat or Plan

The project plat and Condominium Unit plans are attached to this Declaration as Exhibit C.

ARTICLE XI Reconstruction After Loss

In the event of a casualty to the Condominium, the Association shall rebuild or repair according to Section 82.111(i) of the Act and shall make any other disposition of the proceeds of a casualty insurance policy as specified in that section.

ARTICLE XII
Special Declarant Rights and Development Rights

Section 12.1. Special Declarant Rights. The Declarant reserves the following Special Declarant Rights:

- (a) the right to complete or make improvements indicated on the Plats and Plans;
- (b) the right to maintain signs on the Condominium to advertise the Condominium;
- (c) the right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration; and
- (d) the right to appoint or remove any officer of the Association during the Declarant Control Period consistent with the Act, and further, all actions of the Association shall be subject to Declarant approval until expiration of Declarant Control

Section 12.2. Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument signed by the Declarant, any Special Declarant Right may be exercised by the Declarant for the period of time specified in the Act.

Section 12.3. Development Rights. The Declarant reserves the following development rights: None.

ARTICLE XIII
Assessments

Section 13.1. Covenant to Pay. Each Owner by acceptance of the deed to such Owner's Condominium Unit is deemed to covenant and agree, to pay to the Association the regular and special assessments levied pursuant to the provisions of this Declaration. All money collected shall be deposited into a maintenance fund to be used to defray expenses attributable to the ownership, operation, and maintenance of common interests by the Association. An Owner may not waive or otherwise escape liability for those assessments by nonuse of the Common Elements or by abandonment of the Owner's Condominium Unit.

Section 13.2. Regular Assessments. Regular assessments shall be made in accordance with this section. Within sixty (60) days prior to the beginning of each calendar year, the Association shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements, with adjustments made for any expected income and surplus from the prior year's fund. This estimated cash requirement shall be assessed to each Owner according to the ratio of the number of Condominium Units owned by that Owner to the total number of Condominium Units in the Condominium subject to assessment. Each Owner is obligated to pay assessments to the Association in equal monthly installments on or before the first day of each month. A Regular Assessment Account may be established by Declarant's making an initial contribution to such account, and thereafter upon transfer of ownership to any Condominium Unit, each purchaser or transferee shall be obligated to make an initial, one time contribution to the Regular Assessment Account in such reasonable sum as the Members may designate from time to time. Upon expiration of the period of Declarant Control, and to the extent funds are available in the Regular Assessment Account, Declarant may be reimbursed for the initial sum Declarant contributed to the Regular Assessments Account.

Section 13.3. Special Assessments. Special assessments shall be made in accordance with this section. If the Association determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year because of the cost of any construction, unexpected repairs, replacements of capital improvements on the Common Elements, or for any other reason, it shall make a special assessment for the additional amount needed. Such special assessments shall be levied and collected in the same manner as regular assessments.

Section 13.4. Limitations on Assessments. The Association may not, without the approval of a majority of the voting power of the Association residing in the Owners rather than the Declarant, impose a regular annual assessment per Condominium Unit that is more than twenty percent (20%) greater than the regular annual assessment for the preceding year, or levy special assessments that in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that year. These limitations shall not apply to a special assessment levied against an Owner to reimburse the Association for funds expended in order to bring the Owner into compliance with the provisions of the Association's governing instruments.

Section 13.5 Working Capital Fund. A fund shall be maintained by the Association to meet unforeseen expenditures of the Association or to purchase any additional equipment or services deemed necessary by the Association for operation of the Condominiums. At the time of any transfer of ownership of a Condominium Unit, the Association may require the purchaser to contribute a reasonable sum to the Working Capital Fund. Contributions to the Working Capital Fund shall be non-reimbursable.

Section 13.6. Commencement of Assessments. Regular assessments shall commence on the date of the closing of the first sale of a Condominium Unit in the Condominium.

Section 13.7. Liability for Assessments. Each monthly portion of a regular assessment and each special assessment shall be a separate, distinct, and personal debt and obligation of the Owner against whom the assessments are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent.

Section 13.8. Payment of Assessments on Conveyance of Condominium Unit. On the sale or conveyance of a Condominium Unit, all unpaid assessments against an Owner for the Owner's share in the expenses to which Sections 13.02 and 13.03 of this Declaration refer shall first be paid out of the sale price or by the purchaser in preference over any other assessments and charges of whatever nature, except the following:

- (a) Assessments, liens, and charges in favor of the State of Texas, any political subdivision of the State of Texas, any municipality, and any other public taxing authority, for taxes past due and unpaid on the Condominium Unit.
- (b) Amounts due under mortgage instruments duly recorded before the unpaid assessments became due.

Section 13.9. Lien and Foreclosure for Delinquent Assessments. The Association shall have a lien on each Condominium Unit for any delinquent assessments attributable to that Condominium Unit. The Association is authorized to enforce the lien through any available remedy, including non-judicial foreclosure pursuant to the Texas Property Code Section 51.002. The Owners expressly grant to the President a power of sale, through a trustee designated in writing by the Association, in connection with any such liens.

Section 13.10. Interest on Delinquent Assessments. In the event of default in the payment of any monetary obligation to the Association, an Owner shall be obligated to pay interest on the principal amount, from the due date, at a rate to be determined, from time to time, by the Association, not to exceed the maximum permitted by law.

Section 13.11. Default Interest Rate. If the Association shall refuse or fail, from time to time, to determine a rate of interest, the rate of interest shall be ten percent (10%) per annum, or the maximum, non-usurious rate allowed by law, whichever is less.

ARTICLE XIV
Maintenance, Repair and Replacement

Section 14.1. Limited Common Elements. The Owner of a Condominium Unit to which any Parking Unit, driveway, yard area, balcony, deck, or porch is allocated as a Limited Common Element shall maintain, repair and replace such improvements and shall be responsible for removal of leaves and debris therefrom and for keeping such area reasonably neat and clean. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on the Limited Common Elements assigned to such Owner's Condominium Unit cultivated, pruned, free of trash, and other unsightly material. All improvements located upon the Limited Common Elements assigned to a Condominium Unit shall at all times be kept in good condition and repair. Declarant or the Association shall have the right, but not the obligation, at any reasonable time to enter upon any Limited Common Elements to replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary. Any and all costs and expenses incurred by Declarant or the Association to remedy any Owner's violation of this Section 14.01 shall be charged against such Owner's Condominium Unit as a special Assessment. All other Limited Common Elements described in this Declaration or the attached exhibits shall be maintained, repaired and replaced by the Association.

Section 14.2. Repairs/Maintenance/Replacement/Upkeep of Exterior. With the exception of exterior paint and roof replacement, all repairs, maintenance and upkeep of the exterior of the Condominium Unit is the responsibility of each Owner. All repairs, replacement and upkeep must be consistent and in keeping with the original color and architectural materials used unless mutually agreed by upon each Owner.

Section 14.3. Roof and Exterior Paint. The Declarant will establish a reserve account for the Association which is intended to fund in whole or in part the repainting of the exterior of the Condominium Units, which is based on a seven (7) to ten (10) year life and the replacement of the roof, which is based on a twenty (20) to twenty-five (25) year life. These items shall be the responsibility of the Association. The Association will complete these items as reasonably necessary and may assess the Condominium Unit Owners additional amounts if necessary to cover the entire cost of these items.

ARTICLE XV
Termination

Termination of this Condominium Declaration may be achieved by a vote of one hundred percent (100%) of the Condominium Unit Owners and all holders of a deed of trust and/or vendor's lien against any Condominium Unit.

ARTICLE XVI
Required Insurance

The Association will be required to maintain the insurance as required under Section 82.111 of the Act to the extent reasonably available. Additionally, each Condominium Unit Owner shall be required to maintain a policy of homeowner's or Condominium Unit owner's insurance which reasonably insures the Condominium Unit Owner from all losses normally covered under a standard homeowner's policy and which are not covered by the insurance carried by the Association or Declarant, or the Association may mandate that insurance needs and requirements be met through the issuance of four individual Condominium Unit Owner's policies.

ARTICLE XVII
Taxes

Taxes, assessments and other charges of the State, any political subdivision, any special improvement district, or other taxing or assessing authority, shall be assessed against and collected as provided in Section 82.005 of the Act.

ARTICLE XVIII
Mediation and Binding Arbitration

In the event that any dispute arise between or among any of the parties regarding this Declaration, other condominium documents, or the rights, duties and obligations of any party under the Declaration or other condominium documents, the parties shall first submit such dispute to non-binding mediation before a mutually agreed upon mediator, and all fees or charges associated with such mediation shall be paid in equal proportion by each party participating in the mediation. Should such dispute not be resolved by mediation, or any required party fails or refuses to participate in the mediation, such dispute shall be resolved by binding arbitration. The arbitration will be submitted to a mutually agreeable arbitrator and conducted according to the rules of the American Arbitration Association. In the event the parties cannot agree on an arbitrator, then either party may submit or file the dispute with the American Arbitration Association. Each of the parties to any arbitration proceeding shall pay an equal share of the arbitration fees and any costs of arbitration. In the event of failure of any party to perform its obligations under this Agreement, the prevailing party or parties in any action to enforce this Agreement shall be entitled to recover from the non-prevailing party or parties reasonable attorneys' fees, expenses and costs of court.

ARTICLE XIX

General Terms

Section 19.1. Non-Waiver of Remedies. Each remedy provided for in this Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy in response to a particular noncompliance with this Declaration shall not be construed as a waiver of that remedy or any other remedy for any other noncompliance.

Section 19.2. Severability. The provisions of this Declaration shall be deemed independent and severable. The invalidity, partial invalidity, or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

Section 19.3. Binding Effect. This Declaration, as well as any amendment to this Declaration, and any valid action or directive made pursuant to this Declaration shall be binding on and shall inure to the benefit of the Declarant, the Owners of Condominium Units, and their respective heirs, executors, administrators, successors, grantees, assignees, and tenants.

Section 19.4. Interpretation. The provisions of this Declaration and any amendments to this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision of this Declaration or any amendment to this Declaration shall not constitute a waiver of the right to enforce that provision or any other provision of this Declaration at any other time.

Section 19.5. Limitation of Liability. The liability of the Declarant or of any Owner for performance of any of the provisions of this Declaration, or of any amendment to this Declaration, with respect to the ownership of a Condominium Unit in the Condominium, shall terminate on the sale, transfer, assignment, or divestment of the Owner's or Declarant's entire interest in that Condominium Unit, with respect to obligations arising from and after the date of such divestment.

Section 19.6. Fair Housing. Neither the Declarant nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of any Condominium Unit to any person on the basis of race, color, gender, religion, ancestry, or national origin.

Section 19.7. Notices. Notices provided for in this Declaration, or in the Act or any other applicable law, shall be in writing and shall be deemed sufficiently given when delivered personally at the recipient's address, or seventy-two (72) hours after deposit with the United States Postal Service, postage prepaid, addressed to the recipient's then current address. For purposes of this section, a notice addressed to or delivered to the Owner's Condominium Unit shall be deemed to be correctly addressed or delivered. Notice to the Association shall be addressed or delivered to the then current President of the Association.

Section 19.8. Gender and Headings. As used in this Declaration, the singular shall include the plural, and the masculine shall include the feminine and the neutral, unless the context requires the contrary. The section headings are not part of this Declaration, and shall not affect the interpretation of an provision.

IN WITNESS WHEREOF, the Declarant has executed this Declaration to be effective as of the 26
day of June, 2013.

DECLARANT:

Jett Abram, LLC

By 
Sarah Lahmers, President

EXHIBITS ATTACHED:

- | | |
|------------------|--|
| <u>Exhibit A</u> | Description of Land. |
| <u>Exhibit B</u> | Table of Interests, showing each Condominium Unit's (i) Percentage Share of Common Elements; (ii) Percentage Share of Common Expenses; and (iii) Vote in the Affairs of the Association. |
| <u>Exhibit C</u> | Plats and Plans |
| <u>Exhibit D</u> | Easements, Restrictions, and Licenses |

ACKNOWLEDGMENT

STATE OF TEXAS

§

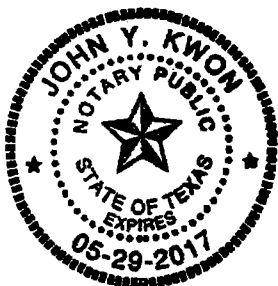
COUNTY OF TRAVIS

§

§

Before me, the undersigned authority, on this date personally appeared Sarah Lahmers, President of JETT ABRAM, LLC, known to me (or proved to me upon the oath of _____ or through IDL) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me, that he executed same in the capacity and for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 26th day of June 2013.



A handwritten signature in black ink, appearing to be "John Y. Kwon", written over a horizontal line.

Notary Public for the State of Texas

EXHIBIT A

PORTION OF LOTS 22 AND 23, BLOCK C, WEST END ADDITION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 105, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND A PORTION OF HETHER STREET VACATED BY ORDINANCE RECORDED IN VOLUME 838, PAGE 372, DEED RECORDS, AND BEING THAT SAME TRACT CONVEYED TO JETT ABRAM, LLC., BY DEED RECORDED AS DOCUMENT NO. 2012006483 IN THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

EXHIBIT B

TABLE OF INTERESTS

I. Percentage Share of Common Elements:

Condominium Unit A	50%
Condominium Unit B	<u>50%</u>
Total	100%

II. Percentage Share of Common Expenses:

Condominium Unit A	50%
Condominium Unit B	<u>50%</u>
Total	100%

III. Vote in the Affairs of the Association:

Condominium Unit A	one (1)
Condominium Unit B	<u>one (1)</u>
Total	Two (2)

EXHIBIT C

PLAT AND PLANS

Follow this Page

Condominium Plat for 1704 Hether Street Condominium

OWNER:
JETT ABRAM, LLC

ADDRESS:
1704 HETHER STREET

THIS SURVEY IS INTENDED TO SERVE AS A PLAT OF THE 1704 HETHER STREET CONDOMINIUM, LOCATED ON A PORTION OF LOTS 22 AND 23, BLOCK C, WEST END ADDITION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 105, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND A PORTION OF HETHER STREET VACATED BY ORDINANCE RECORDED IN VOLUME 838, PAGE 372, DEED RECORDS, TRAVIS COUNTY, TEXAS, AND CONTAINS ALL THE INFORMATION REQUIRED FOR THE PURPOSE OF COMPLIANCE WITH CHAPTER 82.059 OF THE UNIFORM CONDOMINIUM ACT OF THE TEXAS PROPERTY CODE.

LEGEND

FOUND 1/2" IRON ROD	FIR
SET 1/2" IRON ROD W/CAP	SIRC
LABELLED "WATERLOO RPLS 4324"	
FOUND 1/2" IRON ROD W/CAP	FIRC
SET PK NAIL	SPK
WOOD FENCE	---
UTILITY POLE & ELECTRIC LINE	---●---
WATER METER	⊙
ATT BOX	⊙
CLEANOUT	⊙
(RECORD CALL)	
LIMITED COMMON ELEMENT	LCE
GENERAL COMMON ELEMENT	GCE

SCALE
1"=20'

State of Texas:
County of Travis:

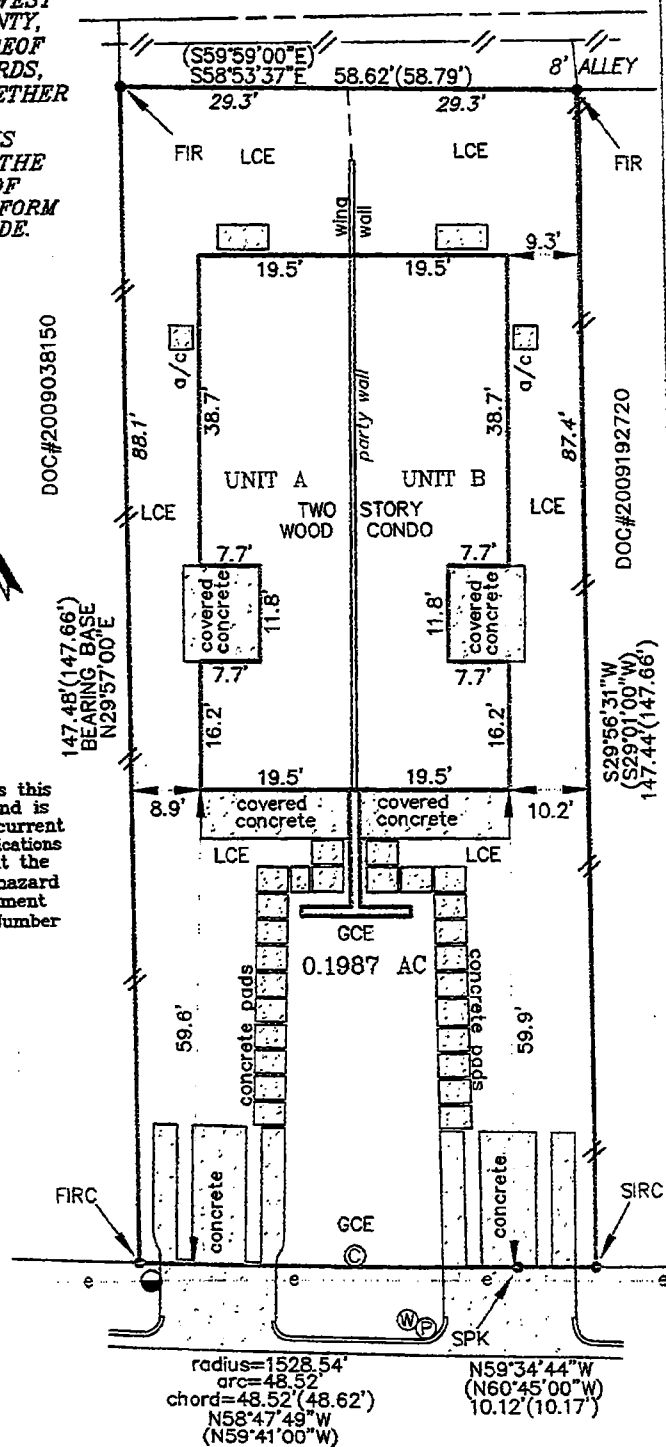
The undersigned does hereby certify that this survey was this day made on the property legally described hereon and is correct and this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1E Condition II survey. And I certify that the property shown hereon IS NOT within a special flood hazard area as identified by the Federal Insurance Adm. Department of HUD Flood hazard boundary map revised as per Map Number 48453C0445H, Zone X, Dated September 26, 2008
Survey Dated this the 16th day of June, 2013

The Undersigned Surveyor certifies that this Plat conforms to Section 82.059 of the Texas Property Code

Thomas P. Dixon R.P.L.S. 4324

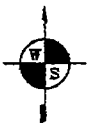
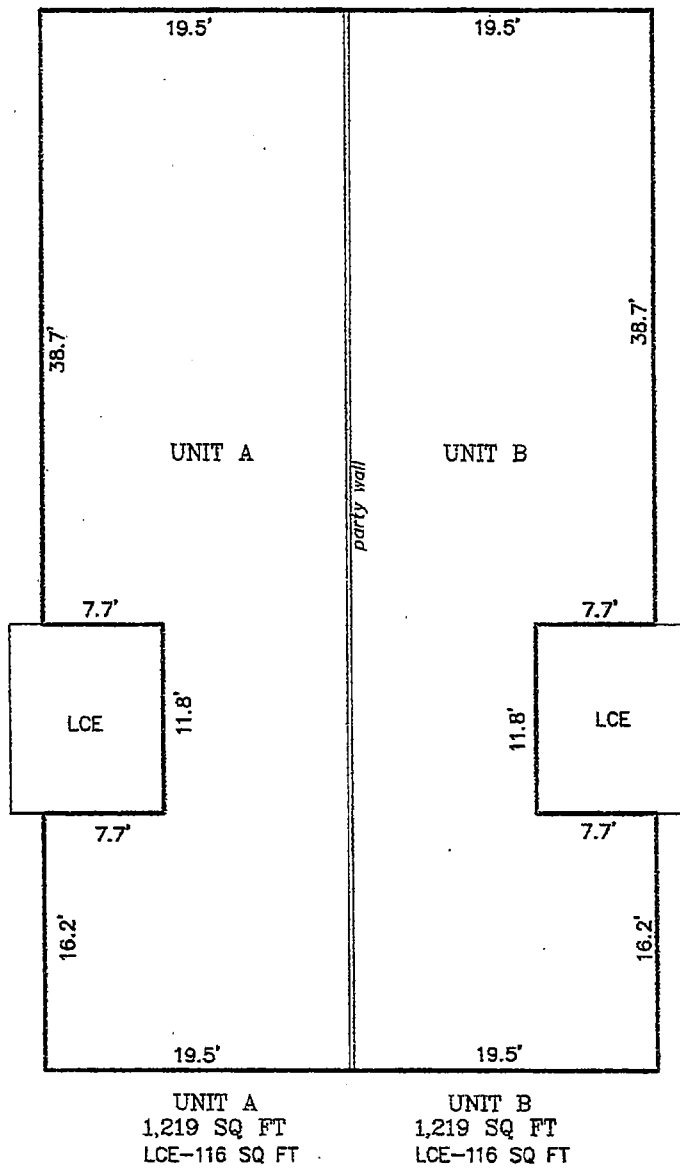


WATERLOO SURVEYORS INC.
PO BOX 160176
AUSTIN, TEXAS 78716-0716
Phone: 512-481-9602
www.waterloosurveyors.com
J13178C1



Condominium Plan for 1704 Hether Street Condominium

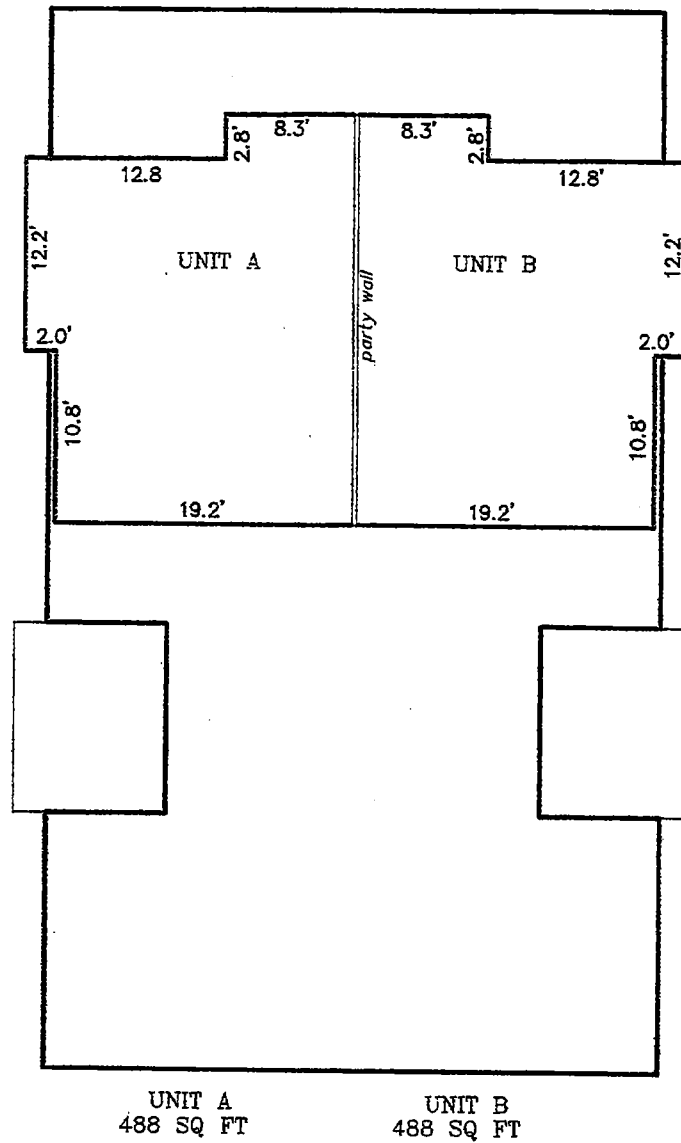
FIRST FLOOR
NOT TO SCALE



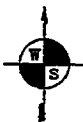
WATERLOO SURVEYORS INC.
PO BOX 160176
AUSTIN, TEXAS 78716-0716
Phone: 512-481-9602
www.waterloosurveyors.com
J13178C2

Condominium Plan for 1704 Hether Street Condominium

SECOND FLOOR
NOT TO SCALE



HT 26.7



WATERLOO SURVEYORS INC.
PO BOX 160176
AUSTIN, TEXAS 78716-0716
Phone: 512-481-9602
www.waterloosurveyors.com
J13178C3

EXHIBIT D

EASEMENTS, RESTRICTIONS, AND LICENSES

NONE OF RECORD

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Jun 27, 2013 12:15 PM

BENAVIDESV: \$92.00

2013119181

Dana DeBeauvoir, County Clerk

Travis County TEXAS