



AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
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AUSTIN, TEXAS 78701
email: rburton@winstead.com

**VISTAS AT LAKEWAY
CONDOMINIUMS
SUPPLEMENT TO
COMMUNITY MANUAL**

Consisting of:
Certificate of Formation
Solar Device Policy
Energy Efficient Roofing Policy
Rainwater Harvesting System Policy
Flag Display and Flagpole Installation Policy
Display of Certain Religious Items Policy
Pool Rules
Fitness Center Rules

Cross Reference to: (i) Vistas at Lakeway Condominiums Community Manual recorded as Document No. 2008039105, Official Public Records of Travis County, Texas; and (ii) Declaration of Condominium Regime for Vistas at Lakeway Condominiums recorded as Document No. 2008038232, Official Public Records of Travis County, Texas, amended.

**SUPPLEMENT TO COMMUNITY MANUAL
VISTAS AT LAKEWAY CONDOMINIUMS**

This Supplement to Community Manual for Vistas at Lakeway Condominiums is made and executed by the **VISTAS AT LAKEWAY CONDOMINIUM COMMUNITY, INC.**, a Texas non-profit corporation (the "**Association**"), acting by and through its Board of Directors (the "**Board**"), and is as follows:

A. Toll Dallas TX, LLC, a Texas limited liability company ("**Toll**") previously executed that certain: (i) Declaration of Condominium Regime for Vistas at Lakeway Condominiums recorded as Document No. 2008038232, Official Public Records of Travis County, Texas, as amended (collectively, the "**Declaration**"); and (ii) Vistas at Lakeway Condominiums Community Manual recorded as Document No. 2008039105, Official Public Records of Travis County, Texas (the "**Community Manual**"). Pursuant to the terms and provisions of that certain Partial Assignment of Declarant's Rights recorded as Document No. 2010163582 in the Official Public Records of Travis County, Texas, **DM VISTAS TA LAKEWAY, L.P.**, a Texas limited partnership ("**DM Vistas**") presently holds the rights of the "**Declarant**" under the Declaration, except for certain rights retained by Toll with respect to Units owned by Toll. The Declaration establishes Vistas at Lakeway Condominiums, a condominium regime located in Travis County, Texas created pursuant to Chapter 82 of the Texas Property Code (the "**Regime**").

B. Section 11.2 of the Declaration provides that the Association, acting through the Board, is granted: (i) the right to adopt, amend, repeal, and enforce reasonable Rules (as defined in the Declaration), and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property (as defined in the Declaration); and (ii) the right to amend, repeal, and enforce the Community Manual, setting forth therein such policies governing the Association as the Board determines.

C. The Board now desires to supplement the Community Manual as set forth hereinbelow.

NOW, THEREFORE, the Community Manual is hereby supplemented as follows:

1. **Certificate of Formation.** The Certificate of Formation for the Association attached hereto as Attachment 1 is hereby added to the Community Manual.

2. **Solar Device Policy.** The following Solar Device Policy is hereby added to the Community Manual as follows:

SOLAR DEVICE POLICY

No solar device may be installed on any portion of the Common Elements without the advance written approval of the Architectural Reviewer. The Common Elements located in the Regime are owned in undivided interests by all the Members of the Association. In the event a patio is part of a Unit, the following rules attached hereto as Attachment 2, will apply.

3. **Energy Efficient Roofing Policy.** The following Energy Efficient Roofing Policy is hereby added to the Community Manual as follows:

ENERGY EFFICIENT ROOFING POLICY

The roof components of each building located in the Regime are Common Elements and the Owner of a Unit is not authorized to cause to be constructed or replaced any Improvements (including roofing) on Common Elements without the advance written consent of the Architectural Reviewer.

4. **Rainwater Harvesting System Policy.** The following Rainwater Harvesting System Policy is hereby added to the Community Manual as follows:

RAINWATER HARVESTING SYSTEM POLICY

No rain barrel may be installed on any portion of the Common Elements without the advance written approval of the Architectural Reviewer. The Common Elements located in the Regime are owned in undivided interests by all the Members of the Association.

5. **Flag Display and Flagpole Installation Policy.** The following Flag Display and Flagpole Installation Policy is hereby added to the Community Manual as follows:

FLAG DISPLAY AND FLAGPOLE INSTALLATION POLICY

No flag or flagpole may be installed on any portion of the Common Elements without the advance written approval of the Architectural Reviewer. The Common Elements located in the Regime are owned in undivided interests by all the Members of the Association.

6. **Display of Certain Religious Items Policy.** The following Display of Certain Religious Items Policy is hereby added to the Community Manual as follows:

DISPLAY OF CERTAIN RELIGIOUS ITEM POLICY

A. **Display of Certain Religious Items Permitted.** An Owner or resident is permitted to display or affix to the entry door or door frame of the Owner's unit (which may not extend beyond the outer edge of the door frame) one or more religious items, the display of which is motivated by the owner's or resident's sincere religious belief. This Policy outlines the standards which shall apply with respect to the display or affixing of certain religious items on the entry to the entry door or door frame of the Owner's unit.

B. **General Guidelines.** Religious items may be displayed or affixed to the entry door or door frame of the Owner's unit (which may not extend beyond the outer edge of the door frame); provided, however, that individually or in combination with each other, the total size of the display is no greater than twenty-five square inches (5"x5" = 25 square inches).

C. **Prohibitions.** No religious item may be displayed or affixed to the entry door or door frame of the Owner's unit (which may not extend beyond the outer edge of the door frame): (a) threatens the public health or safety; (b) violates applicable law; or (c) contains language, graphics or any display that is patently offensive. No religious item may be displayed or affixed in any location other than the entry door or door frame of the Owner's unit (which may not extend beyond the outer edge of the door frame). Nothing in this Policy may be construed in any manner to authorize an Owner or resident to use a material or color for the entry door or door frame of the Owner's unit or make an alteration to the entry door or door frame that is not otherwise permitted pursuant to the Association's governing documents.

D. **Removal.** The Association shall remove any item which is in violation of the terms and provisions of this Policy.

E. **Covenants in Conflict with Statutes.** To the extent that any provisions of the Association's recorded covenants restrict or prohibit an Owner or resident from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions and the provisions of this Policy shall hereafter control.

7. **Pool Rules.** The Pool Rules, attached hereto as Attachment 3, is hereby added to the Community Manual.

8. **Fitness Center Rules.** The Fitness Center Rules, attached hereto as Attachment 4, is hereby added to the Community Manual.

9. **Miscellaneous.** Any capitalized terms used and not otherwise defined in this instrument shall have the meanings set forth in the Declaration and Community Manual.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the 8TH day of November, 2011.

ASSOCIATION:

VISTAS AT LAKEWAY CONDOMINIUM COMMUNITY, INC., a Texas non-profit corporation

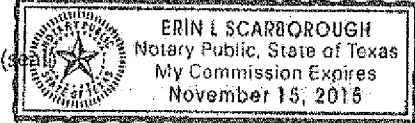
By: [Signature]
Bruce F. Dickson, Director

By: [Signature]
Robert M. Ehrlich, Jr., Director

By: [Signature]
Bryan Rome, Director

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on November 8, 2011, by Bruce Dickson, Director of the Board of Directors of the Vistas at Lakeway Condominium Community, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.



[Signature]
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

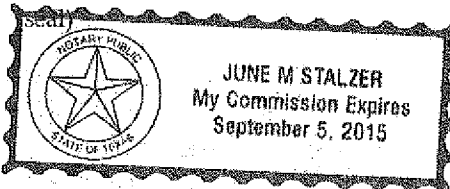
This instrument was acknowledged before me on November 10, 2011, by Robert Ehrlich, Director of the Board of Directors of the Vistas at Lakeway Condominium Community, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.



[Signature]
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on November 8, 2011, by Bryan Rome, Director of the Board of Directors of the Vistas at Lakeway Condominium Community, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.



[Signature]
Notary Public Signature

ATTACHMENT 1

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Phil Wilson
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

Vistas at Lakeway Condominium Community, Inc.
File Number: 800950689

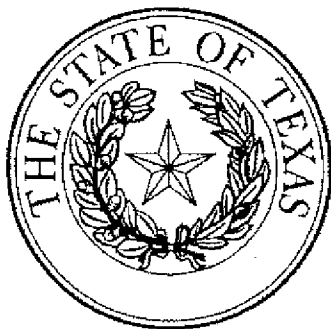
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/12/2008

Effective: 03/12/2008



A handwritten signature in cursive script that reads "Phil Wilson".

Phil Wilson
Secretary of State

Phone: (512) 463-5555
Prepared by: Lisa Jones

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709
TID: 10306

Dial: 7-1-1 for Relay Services
Document: 208063630003

FILED
In the Office of the
Secretary of State of Texas

CERTIFICATE OF FORMATION

MAR 12 2008

OF

Corporations Section

VISTAS AT LAKEWAY CONDOMINIUM COMMUNITY, INC.

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

ARTICLE I

NAME

The name of the corporation is: Vistas at Lakeway Condominium Community, Inc. (hereinafter called the "Association").

ARTICLE II

NONPROFIT CORPORATION

The Association is a nonprofit corporation.

ARTICLE III

DURATION

The Association shall exist perpetually.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the purpose of exercising all of the powers and privileges, and performing all of the duties, obligations, and purposes of the Association as set forth in that certain "Declaration of Condominium Regime for the Vistas at Lakeway Condominiums," which is recorded or to be recorded in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "Declaration").

RECEIVED

MAR 12 2008

Secretary of State

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ARTICLE V

REGISTERED OFFICE; REGISTERED AGENT

The street address of the initial registered office of the Association is 8716 North Mopac, Suite #100, Austin, Texas 78759. The name of its initial registered agent at such address is CT Corporation System.

ARTICLE VI

MEMBERSHIP

Membership in the Association shall be determined by Section 13.7 of the Declaration.

ARTICLE VII

VOTING RIGHTS

Voting rights of the members of the Association shall be determined as set forth in Section 5.8 of the Declaration. Notwithstanding the foregoing, cumulative voting is not permitted.

ARTICLE VIII

INCORPORATOR

The name and street address of the incorporator is:

NAME

ADDRESS

Robert D. Burton

100 Congress Avenue, Suite 1300
Austin, Texas 78701

ARTICLE IX

BOARD OF DIRECTORS

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals, who must be members of the Association. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors for nonprofit corporations pursuant to the Texas Business Organizations Code. The number of Directors of the Association may be increased in accordance with the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

NAME

ADDRESS

Lee Urbanovsky

8716 North Mopac, Suite #100
Austin, Texas 78759

Jeremiah Gore

8716 North Mopac, Suite #100
Austin, Texas 78759

Mark Sutton

8716 North Mopac, Suite #100
Austin, Texas 78759

All of the powers and prerogatives of the Association shall be exercised by the initial Board of Directors named above until the first annual meeting of the Association.

ARTICLE X

LIMITATION OF DIRECTOR LIABILITY

A director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

ARTICLE XI

INDEMNIFICATION

Each person who acts as a director or officer of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director or officer or by reason of any action alleged to have been taken or omitted by him in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

ARTICLE XII

DISSOLUTION

Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes substantially similar to those for which this Association was created. In the event that

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VISTAS AT LAKEWAY CONDOMINIUM COMMUNITY, INC.
CERTIFICATE OF FORMATION

such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such substantially similar purposes.

ARTICLE XIII

ACTION WITHOUT MEETING

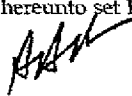
Any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be taken at any annual or special meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of members having the total number of votes of the Association necessary to enact the action taken, as determined under the Declaration or this Certificate of Formation.

ARTICLE XIV

AMENDMENT

This Certificate of Formation may be amended by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of two-thirds (2/3) majority of the total number of votes of the Association, as determined under the Declaration. In the case of any conflict between the Declaration and this Certificate of Formation, the Declaration shall control; and in the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 11th day of March, 2008.



Robert D. Burton, Incorporator

ATTACHMENT 2

A. DEFINITIONS AND GENERAL PROVISIONS

1. Solar Energy Device Defined. A "Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

2. Architectural Review Approval Required. Approval by the architectural review authority under the Declaration (the "ACC") is required prior to installing a Solar Energy Device on a patio that is included within the legal boundaries of a Unit. The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. SOLAR ENERGY DEVICE PROCEDURES AND REQUIREMENTS

During any development period under the terms and provisions of the Declaration, the architectural review approval authority established under the Declaration need not adhere to the terms and provisions of this Solar Device Policy and may approve, deny, or further restrict the installation of any Solar Device. A development period continues for so long as the Declarant has reserved the right to a right to facilitate the development, construction, size, shape, composition and marketing of the community. For the purpose of this Solar Device Policy, the development period means the 7 year period from the date the Declaration was recorded unless earlier terminated by a written instrument recorded by the Declarant.

1. Approval Application. To obtain ACC approval of a Solar Energy Device, the owner shall provide the ACC with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "Solar Application"). A Solar Application may only be submitted by an owner unless the owner's tenant provides written confirmation at the time of submission that the owner consents to the Solar Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. The ACC will approve a Solar Energy Device if the Solar Application complies with Section B.3 below UNLESS the ACC makes a written determination that placement of the Solar Energy Device, despite compliance with Section B.3, will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ACC's right to make a written determination in accordance with the foregoing sentence is negated if all owners of property immediately adjacent to the owner/applicant provide written approval of the proposed placement. Notwithstanding the foregoing provision, a Solar Application submitted to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association will not be approved despite compliance with Section B.3. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the

Association must be approved in advance and in writing by the Board of Directors of the Association, and the Board need not adhere to this policy when considering any such request.

Each owner is advised that if the Solar Application is approved by the ACC, installation of the Solar Energy Device must: (i) strictly comply with the Solar Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the owner fails to cause the Solar Energy Device to be installed in accordance with the approved Solar Application, the ACC may require the owner to: (i) modify the Solar Application to accurately reflect the Solar Energy Device installed on the property; or (ii) remove the Solar Energy Device and reinstall the device in accordance with the approved Solar Application. Failure to install a Solar Energy Device in accordance with the approved Solar Application or an owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Solar Application or remove and relocate a Solar Energy Device in accordance with the approved Solar Application shall be at the owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Solar Application and each Solar Energy Device to be installed in accordance therewith **must be located entirely within a fenced patio which is within the legal boundaries of an owner's Unit.** No portion of the Solar Energy Device will be above the fence line of the patio. No portion of the Solar Device may be placed on all or any portion of the common elements.

ATTACHMENT 3

POOL RULES

The Vistas at Lakeway pool is for your use and enjoyment. We need the cooperation of all residents to make the pool a fun, safe, and sanitary facility for everyone. Residents must advise children and their guests of the rules and safety precautions. The following rules must be observed at all times.

1. Swim at Your Own Risk
2. Pool Hours are 6 am to 10 pm
3. No Glass Allowed Within Pool Area
4. No Food or Beverage In the Pool
5. No Alcoholic Beverages Allowed Within the Pool Area
6. No Smoking Or Other Tobacco Use Allowed Within The Pool Area
7. No Diving, Jumping, Running, or Horseplay
8. Limit of 4 Guests Allowed Per Family Present
9. Swim Diapers and Plastic Pants are Required on Children Who are NOT Potty-trained
10. Children Under 14 Must Be Accompanied By An Adult At All Times
11. Appropriate Swim Attire Required
12. Non-Service Animals Prohibited
13. Changing of Diapers Within 6 Feet of Water Feature is Prohibited
14. Use of Water Feature if ill With a Contagious Disease is Prohibited
15. Do Not Drink Water From the Water Feature
16. Use of Water Feature When ill With Diarrhea is Prohibited
17. In the event of a malfunction, unsanitary condition, or any other non-emergency problem requiring correction at the pool is: Southwest Management Services 512-266-6771
18. All Emergencies Dial 911

ATTACHMENT 4

FITNESS CENTER RULES

The Vistas at Lakeway fitness center is for your use and enjoyment. We need the cooperation of all residents to make the fitness center a fun, safe, and sanitary facility for everyone. Residents must advise children and their guests of the rules and safety precautions. The following rules must be observed at all times.

1. Residents must accompany guests at all times.
2. Food is prohibited.
3. Music listening devices must be equipped with headphones.
4. Headphones should be used at all times if others are in the facility.
5. No smoking in or around the facility.
6. Youth ages 14 and under must be accompanied by an adult at all times.
7. Please wipe off equipment after every use.
8. Please limit your time on a machine to 30 minutes if someone is waiting.
9. Proper attire is required. Closed-toe athletic shoes must be worn to operate equipment.
10. Please return all equipment to its proper location after use.



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

November 29 2011 04:10 PM

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