



*Dyana Limon-Mercado*  
Dyana Limon-Mercado, County Clerk  
Travis County, Texas

Jul 03, 2023 09:47 AM Fee: \$42.00

**2023073475**

\*Electronically Recorded\*



**AFTER RECORDING RETURN TO:**

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Winstead PC  
401 Congress Ave., Suite 2100  
Austin, Texas 78701  
Email: [rburton@winstead.com](mailto:rburton@winstead.com)

**NINTH AMENDMENT TO**  
**MUELLER MASTER COMMUNITY COVENANT**

*Travis County, Texas*

Master Declarant: CATELLUS AUSTIN, LLC, a Delaware limited liability company

Cross reference to Mueller Master Community Covenant, recorded as Document No. 2004238007 in the Official Public Records of Travis County, Texas (the "Records"), as corrected by the Scrivener's Affidavit, recorded as Document No. 2005039311 in the Records, as further amended by First Amendment to Mueller Master Community Covenant, recorded as Document No. 2006050356 in the Records, as further amended by Second Amendment to Mueller Master Community Covenant, recorded as Document No. 2006193523 in the Records, as further amended by Third Amendment to Mueller Master Community Covenant, recorded as Document No. 2009190773 in the Records, as further amended by Fourth Amendment to Mueller Master Community Covenant, recorded as Document No. 2010193075 in the Records, as further amended by Fifth Amendment to Mueller Master Community Covenant, recorded as Document No. 2015153449 in the Records, as further amended by Sixth Amendment to Mueller Master Community Covenant, recorded as Document No. 2018182655 in the Records, as further amended by Seventh Amendment to Mueller Master Community Covenant, recorded as Document No. 2021048265 in the Records, and as further amended by Eighth Amendment to Mueller Master Community Covenant, recorded as Document No. 2022017984.

## NINTH AMENDMENT TO MUELLER MASTER COMMUNITY COVENANT

This Ninth Amendment to Mueller Master Community Covenant (this "Amendment") is made by **CATELLUS AUSTIN, LLC**, a Delaware limited liability company ("Master Declarant"), and is as follows:

### RECITALS

A. Master Declarant previously caused to be recorded the Mueller Master Community Covenant, recorded as Document No. 2004238007 in the Official Public Records of Travis County, Texas (the "Records"), as corrected by the Scrivener's Affidavit, recorded as Document No. 2005039311 in the Records, as further amended by First Amendment to Mueller Master Community Covenant, recorded as Document No. 2006050356 in the Records, as further amended by Second Amendment to Mueller Master Community Covenant, recorded as Document No. 2006193523 in the Records, as further amended by Third Amendment to Mueller Master Community Covenant, recorded as Document No. 2009190773 in the Records, as further amended by Fourth Amendment to Mueller Master Community Covenant, recorded as Document No. 2010193075 in the Records, as further amended by Fifth Amendment to Mueller Master Community Covenant, recorded as Document No. 2015153449 in the Records, as further amended by Sixth Amendment to Mueller Master Community Covenant, recorded as Document No. 2018182655 in the Records, as further amended by Seventh Amendment to Mueller Master Community Covenant, recorded as Document No. 2021048265 in the Records, and as further amended by Eighth Amendment to Mueller Master Community Covenant, recorded as Document No. 2022017984 (as so amended, the "Master Covenant").

B. Pursuant to *Section 20.2(a)* of the Master Covenant, the Master Declarant may, with the prior written consent of the City of Austin, amend the Master Covenant by recording in the Official Public Records of Travis County, Texas, an instrument executed and acknowledged by Master Declarant. The City of Austin hereby consents to this Amendment by its execution of this instrument in the space provided below.

NOW, THEREFORE, Master Declarant hereby amends and modifies the Master Covenant, as follows:

1. Calculation of Service Area Assessments. *Section 12.2(d)* of the Master Covenant is hereby deleted in its entirety and the following is substituted in its place:

(d) **Calculation of Service Area Assessments.** The total budgeted Service Area Expense, less any surplus in such Service Area budget from prior years and any income anticipated from sources other than assessments against Units in the Service Area, shall be allocated among Assessment Units assigned to Units in the Service Area that are subject to assessment under *Section 12.5* and levied as a "Service Area Assessment." The Master Declarant may, but is not obligated, to reduce a Service Area Assessment which would otherwise be levied

against one or more Units for any year by the payment of a subsidy by the Master Declarant to the Master Association. Any subsidy and the characterization thereof will be disclosed as a line item in the budget. The payment of a subsidy in any given year will not obligate the Master Declarant to continue payment of a subsidy to the Master Association in future years. Unless otherwise specified in an MCC Annexation Notice, any Supplemental Covenant applicable to a Service Area, or instrument recorded pursuant to this Covenant, Service Area Assessments shall be set at a uniform rate per Assessment Unit, except that any portion of the assessment intended for the following may be levied on each of the benefited Units in proportion to the benefit received, as the Board may reasonably determine:

- (i) exterior maintenance of structures;
- (ii) insurance on structures;
- (iii) replacement reserves which pertain to particular structures;
- (iv) services from the Master Association that the Master Association does not provide to all Units within the Community including, but not limited to, those services provided to the "Maintained Area" of a Unit as defined and set forth in a Supplemental Covenant; or
- (v) to cover the costs, including overhead and administrative costs, of providing services to the Unit upon request of the Owner pursuant to any menu of optional services the Master Association may offer (which might include the items identified in *Section 10.1*). Service Area Assessments for optional services may be levied in advance of providing the requested service.

All amounts the Master Association collects as Service Area Assessments shall be held in trust for and expended solely for the benefit of the Service Area for which they were collected and shall be accounted for separately from the Master Association's general funds.

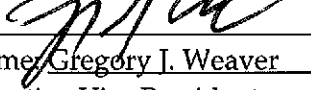
2. **Effect of Amendment.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Master Covenant remain in full force and effect as written.

***[SIGNATURE PAGES AND ACKNOWLEDGEMENTS FOLLOW]***

EXECUTED to be effective on the date this instrument is recorded in the Official Public Records of Travis County, Texas.

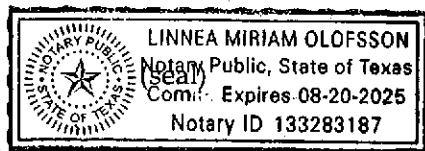
**MASTER DECLARANT:**

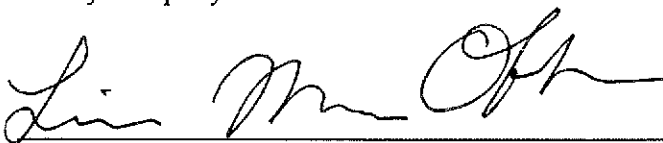
CATELLUS AUSTIN, LLC, a Delaware  
limited liability company

By:   
Printed Name: Gregory J. Weaver  
Title: Executive Vice President

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on this 29 day of June, 2023 by Gregory J. Weaver, Executive Vice President of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.



  
Notary Public Signature

**SIGNATURES AND ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGE**

**CONSENT PROVIDED PURSUANT TO  
SECTION 20.2(a) OF THE MASTER COVENANT:**

**THE CITY OF AUSTIN**, a Texas home rule  
city and municipal corporation

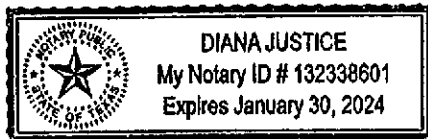
By: [Signature]  
(M) Michael Gates, Real Estate Officer, Financial Services Department

Date: June 29, 2023

THE STATE OF TEXAS       §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the 29<sup>th</sup> day of June, 2023,  
by Michael Gates, Real Estate Officer, Financial Services Department of the City of Austin, a  
municipal corporation, on behalf of said municipal corporation.

[SEAL]



[Signature]  
Notary Public Signature

Approved as to content:

By: [Signature]  
Sylvia Holt Rabb  
Director, Economic Development  
Department

Approved as to form:

By: [Signature]  
Kent Smith  
Assistant City Attorney