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OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

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2021048265

Electronically Recorded

AFTER RECORDING RETURN TO:

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Winstead PC

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Austin, Texas 78701

Email: rburton@winstead.com



SEVENTH 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, and as further amended by Sixth Amendment to Mueller Master Community Covenant, recorded as Document No. 2018182655 in the Records.

SEVENTH AMENDMENT TO MUELLER MASTER COMMUNITY COVENANT

This Seventh 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, and as further amended by Sixth Amendment to Mueller Master Community Covenant, recorded as Document No. 2018182655 in the Records (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. Working Capital Contribution. *Section 12.9* of the Master Covenant is hereby deleted in its entirety and the following is substituted in its place:

12.9 Capitalization of Master Association. A working capital contribution will be collected upon each "Conveyance" (as defined below) of a Unit to an Owner other than Master Declarant or an affiliate of Master Declarant. For purposes of this *Section 12.9*, a Conveyance shall mean: (i) as to any Unit which is subject or made subject to a long-term ground lease; both (a) the execution of such ground lease by lessor and lessee and (b) the transfer of the ground lessee's interest in such ground lease to any other Person; and (ii) as to any other Unit, the transfer of title to such Unit from the Owner thereof to any other Person.

The amount of working capital contribution due and payable upon each Conveyance shall be determined by the Master Declarant, until expiration or termination of the Development and Sale Period, and the Board thereafter. Such working capital contribution need not be uniform among all Units, and the Master Declarant or the Board is expressly authorized to levy a working capital contribution of varying amounts depending on the size, use and general character of the Units. The Master Association may use the working capital to discharge any expenses of the Master Association, including operating expenses, Common Expenses, Service Area Expenses for all or specific Service Areas, and building operating reserves and reserves for repair and replacement of capital items within the Area of Common Responsibility, as the Board finds appropriate. The levy of any working capital contribution will be effective only upon the recordation of a written notice in the Official Public Records of Travis County, Texas, signed by the Master Declarant or a duly authorized officer of the Master Association, and (until expiration or termination of the Development and Sale Period) consented to by the City of Austin, setting forth the amount of the working capital contribution.

The amount of working capital contribution shall be in addition to, not in lieu of, the annual Base Assessment and any Service Area Assessment levied on the Unit and shall not be considered an advance payment of such assessments. The working capital contribution shall be due and payable to the Master Association by the transferee or ground lessee of the Unit, as applicable, immediately upon each Conveyance. In the event that a ground lessee of a Unit fails to pay a working capital contribution to the Association upon Conveyance as required herein, the Association shall additionally be entitled to seek recovery of such working capital contribution from the Owner of fee simple title to the Unit which is subject to the ground lease. The Master Declarant during the Development and Sale Period, and thereafter the Board, will have the power to waive the payment of any working capital contribution attributable to a Unit by the recordation of a written notice of such waiver in the Official Public Records of Travis County, Texas, which waiver may be temporary or permanent.

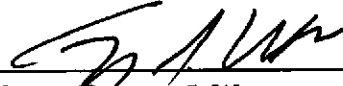
2. **Effect of Amendment.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Master Covenant remain in full force and effect as written.

[SIGNATURE PAGE AND ACKNOWLEDGEMENTS FOLLOW]

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

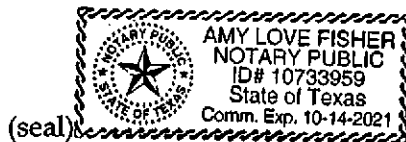
MASTER DECLARANT:


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 24 day of February 2021 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

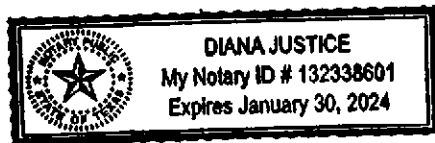
By: *Alex Gale*
Alex Gale, Officer, Office of Real Estate Services

Date: March 4, 2021

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 4 day of March, 2021,
by Alex Gale, Officer, Office of Real Estate Services of the City of Austin, a municipal
corporation, on behalf of said municipal corporation.

[SEAL]



Diana Justice
Notary Public Signature

Approved as to content:

By: *Symovia Holt-Rabb*
Symovia Holt-Rabb
Acting Director, Economic
Development Department

Approved as to form:

By: *Kent Smith*
Kent Smith
Assistant City Attorney