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AFTER RECORDING RETURN TO:

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TENTH 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, and as further amended by Seventh Amendment to Mueller Master Community Covenant, recorded as Document No. 2021048265 in the Records, as further amended by Eighth Amendment to Mueller Master Community Covenant, recorded as Document No. 2022017984 in the Records, and as further amended by Ninth Amendment to Mueller Master Community Covenant, recorded as Document No. 2023073475 in the Records.

TENTH AMENDMENT TO MUELLER MASTER COMMUNITY COVENANT

This Tenth 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, and 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 in the Records, and as further amended by Ninth Amendment to Mueller Master Community Covenant, recorded as Document No. 2023073475 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. **Extension of Development and Sale Period.** Pursuant to *Section 2.1* of the Master Covenant, the Development and Sale Period may be extended by a recorded instrument executed by the Master Declarant and consented to by the City of Austin. Upon recordation of this Amendment, the Development and Sale Period is extended until December 31, 2027 or the expiration or termination of the Master Development Agreement, whichever is earlier. Notwithstanding the foregoing, pursuant to *Section 2.1* of the Master Covenant, Master Declarant reserves the right to extend the Development and Sale Period to December 31, 2034 with the consent of the City of Austin.

2. **Neighborhoods.** *Section 3.2* of the Master Covenant, entitled "Neighborhoods" is hereby deleted in its entirety and replaced with the following:

3.2 Neighborhoods

Every Unit will be located within a Neighborhood. Units are grouped into "Neighborhoods" to promote a sense of community and belonging by permitting Owners and residents within a Neighborhood to share, discuss and take action on issues unique to their Neighborhood. A Neighborhood may be comprised of any number of Units and may include Units of more than one type, as well as Units that are not contiguous to one another. Notwithstanding any provision in this Covenant to the contrary, each single Neighborhood will consist of either Units entirely located within the Mixed-Use Tracts or within the EC/TC Tracts, i.e., no single Neighborhood will include Units which are located in the Mixed-Use Tracts and the EC/TC Tracts.

3. **Voting.** *Section 4.3* of the Master Covenant, entitled "Voting" is hereby deleted in its entirety and replaced with the following:

4.3 Voting

Due to the number of Units that have been and will be developed in the Community, the Governing Documents provided the option for a representative system of voting. The Owners of Units in each Neighborhood were to elect a "Neighborhood Delegate" and an alternative Neighborhood Delegate to cast the votes of all Units in the Neighborhood on matters requiring a vote of the membership, except where the Governing Documents specifically require a vote of the Owners. However, as the Board did not call for election of a Neighborhood Delegate for any Neighborhood, each Owner of a Unit in a Neighborhood was considered a "Neighborhood Delegate" and was able to personally cast the vote allocated to such Owner's Unit on any issue requiring a vote of the Neighborhood Delegates under the Governing Documents.

Upon the recordation of this Amendment, the Neighborhood Delegate system shall be eliminated, and except as provided herein, an Owner shall be entitled to cast the vote(s) allocated to such Owner's Unit in accordance with *Section 4.2* of this Covenant. In any situation in which an Owner is entitled to exercise the vote(s) allocated to such Owner's Unit, if there is more than one Owner of a Unit, the vote(s) for such Unit shall be exercised as the co-Owners holding a majority of the ownership interest in the Unit determine among themselves and advise the Secretary of the Master Association in writing prior to the close of balloting. Any co-Owner may cast the vote for the Unit, and majority agreement shall be conclusively presumed unless another co-Owner of the Unit protests promptly to the President or other person presiding over the meeting or

the balloting, in the case of a vote taken outside of a meeting. In the absence of a majority agreement, the Unit's vote shall be suspended if two or more co-Owners seek to exercise it independently.

4. **Method of Exercising Voting Right.** *Section 4.4* of the Master Covenant, entitled "Method of Exercising Voting Right" is hereby deleted in its entirety and replaced with the following:

4.4 Method of Exercising Voting Right

At the Board's discretion, the Owners entitled to vote may exercise their vote in person, by mail, personal delivery, telephone, facsimile, electronic mail, the Internet, or other means of electronic communication. The Board may adopt rules for votes cast through electronic means in order to verify that the votes are cast by the Owner of the Unit. Written instructions describing such rules, to the extent such rules are adopted, shall be made available to Owners.

5. **Budgeting for and Allocating Master Association Expenses.** *Section 12.2(e)* of the Master Covenant, entitled "Publication of Budget and Assessment; Right to Disapprove" is hereby deleted in its entirety and replaced with the following:

(e) Publication of Budget and Assessment; Right to Disapprove.

The Board shall publish notice of each applicable budget with notice of the amount of the Base Assessment and any Service Area Assessment to be levied pursuant to such budgets in a community newsletter, electronic bulletin board, or by other means that the Board determines will be reasonably effective in disseminating such budgets and assessments on a community-wide basis, at least thirty (30) days prior to the due date of the assessments to be levied pursuant to such budget(s). The Common Expense budget shall automatically become effective unless disapproved by at least 51% of both the Mixed-Use Association Board and EC/TC Association Board. Each Service Area budget shall automatically become effective unless disapproved at a meeting by Owners of at least 75% of the Units within the Service Area, except that the right to disapprove a Service Area budget shall apply only to those line items that are attributable to services or benefits requested by the Service Area and shall not apply to any item which the Governing Documents require to be assessed as a Service Area Expense.

There shall be no obligation to call a meeting for the purpose of considering any budget except, in the case of the Common Expense budget, on petition of both of the Mixed-Use Association Board and EC/TC Association Board, and in the case of a Service Area budget, on petition of Owners of a majority of the Units within the Service Area. Any such petition must be

presented to the Board within ten (10) days after delivery of the budget and notice of any assessment.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined. Notwithstanding any provision in this Chapter to the contrary, a budget which has been disapproved by the Owners may be increased to satisfy any obligations which the Master Association is required to discharge pursuant to the Governing Documents or applicable law.

6. **Special Assessments.** *Section 12.3 of the Master Covenant, entitled "Special Assessments" is hereby deleted in its entirety and replaced with the following:*

12.3 Special Assessments

The Master Association may levy "Special Assessments" to cover Common Expenses or Service Area Expenses that are non-routine, unanticipated, or in excess of those anticipated in the applicable budget. Except as otherwise specifically provided in this Covenant, any Special Assessment for Common Expenses that would exceed 20% of the annual budget for the year immediately preceding that in which the Special Assessment is approved shall require the affirmative vote or written consent of at least 51% of both the Mixed-Use Association Board and EC/TC Association Board, to the extent Units governed by such Boards are subject to the Special Assessment under *Section 12.5*, and shall be allocated equitably among all Units subject to the Special Assessment. Any Special Assessment for Service Area Expenses shall require the affirmative vote or written consent of Owners representing at least 51% of the total votes allocated to Units in the benefited Service Area and shall be allocated in the same manner as Service Area Assessments under *Section 12.1(b)*. Special Assessments shall be payable in such manner and at such times as the Board determines and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

7. **Initiation of Litigation by Master Association.** *The first paragraph of Section 18.3 of the Master Covenant, entitled "Initiation of Litigation by Master Association" is hereby deleted in its entirety and replaced with the following:*

In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Master Association shall not initiate any judicial or administrative proceeding unless first approved by at least 51% of both the Mixed-Use Association Board and EC/TC Association Board. No such approval shall be required by actions or proceedings:

8. **Condemnation.** The second paragraph of *Section 19.1* of the Master Covenant, entitled "Condemnation" is hereby deleted in its entirety and replaced with the following:

If the taking or conveyance involves a portion of the Master Community Facilities on which improvements have been constructed, the Master Association shall restore or replace such improvements on the remaining land included in the Master Community Facilities to the extent available unless within sixty (60) days after such taking the Master Declarant, during the Development and Sale Period, and at least 51% of both the Mixed-Use Association Board and EC/TC Association Board, as applicable to the extent the Master Community Facilities are within the Mixed-Use Tracts and/or the EC/TC Tracts, shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of *Section 9.4* regarding funds for restoring improvements shall apply.

9. **Transfer or Dedication of Master Community Facilities.** *Section 19.3(a)* of the Master Covenant is hereby deleted in its entirety and replaced with the following:

(a) if Master Community Facilities other than Special Common Area, upon the written direction of at least 51% of both the Mixed-Use Association Board and EC/TC Association Board, as applicable to the extent the Master Community Facilities are within the Mixed-Use Tracts and/or the EC/TC Tracts, and the Master Declarant during the Development and Sale Period; and

10. **Notice.** *Section 20.3* of the Master Covenant, entitled "Notice" is hereby deleted in its entirety and replaced with the following:

20.3 Notice

In the event that the Master Declarant or the Master Association, its officers, directors, and committee members are required to provide notice to an Owner or member of the Master Association pursuant to this Covenant, notice shall be deemed to have been given to such Owner or member on the earlier of: (i) the date on which the Owner or member actually receives the notice; or (ii) the date on which the U.S. Postal Service or other entity attempts to deliver such notice to the Owner or member at their Unit address, or at such other address as the Owner or member has provided to the Master Association.

11. **Representative Voting Terminology.** Any and all references within the Master Covenant to the phrases or terms "representative system of voting," "Neighborhood Delegate(s)," and/or "voting group(s)" shall be hereby deleted in their entirety and shall have no further force or effect. It is the intention of this Amendment to remove, in its entirety, the representative system of voting established by the Master Covenant. Upon recordation of this Amendment, the representative system of voting established by the Master Covenant will

terminate, and an Owner will be entitled to cast the vote(s) allocated to such Owner's Unit for any matter that required a vote of the Neighborhood Delegates.

12. **Election of Neighborhood Delegates.** Any and all Neighborhood Delegates elected by Owners pursuant to the Master Covenant shall be hereby disenfranchised from acting as such under the terms and provisions of the Master Covenant and such elections shall be considered null and void and shall have no further force or effect.

13. **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: Debra H. Paul

Printed Name: Gregory J. Weaver DEBRA H. PAUL

Title: Executive Vice President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ___ day of _____, 20____, by Gregory J. Weaver, Executive Vice President of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]

See attached

Notary Public Signature

SIGNATURES AND ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda _____)

On October 10, 2024 before me, Kate Frew-Eckhaus, Notary Republic
(insert name and title of the officer)

personally appeared Debra H. Paul,
who proved to me on the basis of satisfactory evidence to be the pers on(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the pers on(s) acted, executed the instrument.

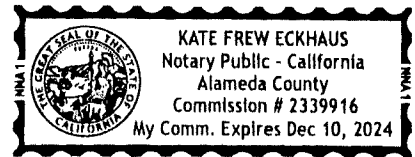
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**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: _____

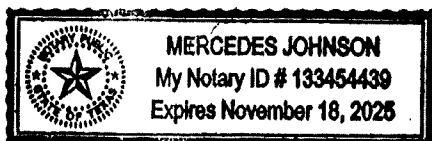
Michael Gates, Real Estate Officer, Financial Services Department

Date: October 15, 2024

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15 day of October, 2024,
by Michael Gates, Real Estate Officer, Financial Services Department of the City of Austin, a
municipal corporation, on behalf of said municipal corporation.

[SEAL]



Mercedes Johnson
Notary Public Signature

Approved as to content:

By: _____

Kimberly Olivares
Deputy Chief Financial Officer
Financial Services Department

Approved as to form:

By: _____

Kent Smith
Assistant City Attorney