

EXHIBIT "D"

BY-LAWS

OF

GEORGETOWN HOMEOWNERS ASSOCIATION, INC.

The name of the organization shall be GEORGETOWN HOMEOWNERS ASSOCIATION, INC., hereinafter called "Association."

ARTICLE I

OBJECT

(Plan of Apartment Ownership)

1. The purpose for which this non-profit corporation is formed is to govern the condominium property situated in the County of Harris, State of Texas, which property is described on the attached Exhibit "A-1" which by this reference is made a part hereof, and which property has been submitted to the provisions of the Condominium Act of the State of Texas.

2. All present or future owners, tenants, future tenants, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the condominium units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these By-Laws are accepted, ratified, and will be complied with.

ARTICLE II

MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

1. Membership. Any person on becoming an owner of a condominium unit shall automatically become a member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a condominium unit, but such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with GEORGETOWN TOWNHOMES during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Managers of the Association or other may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Managers, may, if it so elects, issue one membership card to the owner(s) of a condominium unit. Such membership card shall be surrendered to the Secretary whenever ownership of the condominium unit designated thereon shall terminate.

2. Voting. Voting shall be based upon the undivided interest of each unit owner in the general common elements. An owner of an undivided interest in and to a condominium unit shall be entitled to a vote equal to his ownership interest in such unit. Cumulative voting is prohibited.

3. Majority of Unit Owners. As used in these By-Laws the term "majority of unit owners" shall mean those owners of more than fifty per cent (50%) of the aggregate interest of the undivided ownership of the general common elements.

4. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of unit owners" as defined in paragraph 3 of this Article shall constitute a quorum. Except as otherwise provided in the Declaration or these By-Laws, when a quorum of owners is present at any meeting, a majority vote of the owners present, either in person or by proxy, shall be sufficient to either defeat or approve any proposed action.

5. Proxies. Votes may be cast in person or by proxy. Proxies may be filed with the Secretary before the appointed time of each meeting.

### ARTICLE III

#### ADMINISTRATION

1. Association Responsibilities. The owners of the units will constitute the Association of Unit Owners, hereinafter referred to as "Association", who will have the responsibility of administering the project through a Board of Managers.

2. Place of Meetings. Meetings of the Association shall be held at such place as the Board of Managers may determine.

3. Annual Meetings. The first annual meeting of the Association shall be held one (1) month after the expiration of the sale and development period as defined in Article 14 of the Declaration. Thereafter, the annual meetings of the Association shall be held on the first Monday of December of each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Managers in accordance with the requirements of paragraph 5 of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Managers or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two-thirds (2/3) of the owners present, either in person or by proxy.

5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least five (5) but not more than twenty (20) days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served.

6. Adjourned Meeting. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting from time to time, until a quorum is obtained.

7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll call and certifying proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.

- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of managers.
- (g) Unfinished business.
- (h) New business.

#### ARTICLE IV

##### BOARD OF MANAGERS

1. Number and Qualification. The affairs of this Association shall be governed by a Board of Managers composed of three (3) persons. The following persons shall act in such capacity and shall manage the affairs of the Association until the expiration of four (4) years from the date the Declaration is filed for record, or until their successors are elected, to-wit: SANDE DODD EMERY, L. WAYNE EVANS and DONNA F. CATLIN.

2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first class residential condominium project. The Board of Managers may do all such acts and things as are not by these By-Laws the Articles of Incorporation or by the Condominium Declaration for GEORGETOWN TOWNHOMES directed to be exercised and done by the owners.

3. Other Powers and Duties. The Board of Managers shall be empowered and shall have the duties as follows:

(a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions set forth in the Condominium Declaration submitting the property to the provisions of the Condominium Ownership Act of the State of Texas.

(b) To establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation, use and occupancy of this condominium project with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each member promptly upon the adoption thereof.

(c) To keep in good order, condition and repair all of the general and limited common elements and all items of personal property used in the enjoyment of the entire premises.

(d) To insure and keep insured all of the insurable general common elements of the property in an amount equal to their maximum replacement value as provided in the Declaration. Maximum replacement value shall be determined annually by one or more written appraisals. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in amounts not less than \$200,000.00 per person and \$1,000,000.00 per accident and \$200,000.00 property damages. To insure and keep insured all of the fixtures, equipment and personal property acquired by the Association for the benefit of the Association and the owners of the condominium units and their mortgagees. The limits and coverage shall be reviewed at intervals of not less than three (3) years and adjusted, if necessary to provide such coverage and protection as the Association may deem prudent. So long as the Federal National Mortgage Association (FNMA) or Governmental National Mortgage Association (GNMA) is a mortgagee of a condominium unit in the

Project, or owns a unit therein, the Association shall maintain in effect at least such casualty, flood and liability insurance and a fidelity bond, meeting standards established by FNMA and GNMA for planned developments, as published in the FNMA and GNMA "Servicer's Guide", or otherwise, except to the extent such requirements shall have been waived in writing by FNMA or GNMA. Workmen's compensation insurance shall at all times be carried to the extent required to comply with any applicable law with respect to the employees, if any, of the Association.

(e) To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the owners towards the gross expenses of the entire premises and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments. To levy and collect special assessments whenever in the opinion of the Board it is necessary to so do in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All monthly or other assessments shall be in itemized statement form and shall set forth the detail of the various expenses for which the assessments are being made.

(f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner as is provided in the Declaration and these By-Laws.

(g) To protect and defend the entire premises from loss and damage by suit or otherwise.

(h) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration, the Articles of Incorporation and these By-Laws, and to execute all such instruments evidencing such indebtedness as this Board of Managers may deem necessary. Such indebtedness shall be the several obligation of all of the owners in the same proportion as their interest in the general common elements.

(i) To enter into contracts within the scope of their duties and powers.

(j) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Managers.

(k) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the owners, and to cause a complete audit of the books and accounts by a competent certified public accountant, once each year.

(l) To prepare and deliver annually to each owner a statement showing all receipts, expenses or disbursements since the last such statement.

(m) To meet at least once each quarter.

(n) To designate the personnel necessary for the maintenance and operation of the general and limited common elements.

(o) In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of condominium ownership.

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4. Managing Agent. The Managing Agent shall be GEORGETOWN LTD., whose address is 13184 Trail Hollow, Houston, Texas 77079, and who, notwithstanding the provisions of paragraph 1 of Article III, shall have all the powers and shall perform all the duties of the Board of Managers until the expiration of the sale and development period as defined in Article 14 of the Declaration, or until such earlier time as said Managing Agent, at his option, may relinquish control of the management and administration of the Association to the Board of Managers. Thereafter, the Board of Managers may employ for the Association a Managing Agent at a compensation to be established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in paragraph 3 of this Article.

5. Election and Term of Office. At the first annual meeting of the Association the term of office of one Manager shall be fixed for three (3) years. The term of office of one Manager shall be fixed at two (2) years, and the term of office of one Manager shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of three (3) years. The three (3) persons acting as Managers shall hold office until their successors have been elected and hold their first meeting.

6. Vacancies. Vacancies on the Board of Managers caused by any reason other than the removal of a Manager by a vote of the Association shall be filled by vote of the majority of the remaining Managers, even though they may constitute less than a quorum; and each person so elected shall be a Manager until a successor is elected at the next annual meeting of the Association.

7. Removal of Managers. At any regular or special meeting duly called, any one or more of the Managers may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any Manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

8. Organization Meeting. The first meeting of a newly elected Board of Managers shall be held within ten (10) days of election at such place as shall be fixed by the Managers at the meeting at which such Managers were elected, and no notice shall be necessary to the newly elected Managers in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

9. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined, from time to time, by a majority of the Managers, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each Manager, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

10. Special Meetings. Special meetings of the Board of Managers may be called by the President on three (3) days' notice to each Manager, given personally, or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Managers.

11. Waiver of Notice. Before or at any meeting of the Board of Managers, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver

of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

12. Board of Managers' Quorum. At all meetings of the Board of Managers, a majority of the Managers shall constitute a quorum for the transaction of business and the acts of the majority of the Managers present at a meeting at which a quorum is present shall be the acts of the Board of Managers. If, at any meeting of the Board of Managers, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

13. Fidelity Bonds. The Board of Managers shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

14. Compensation. No member of the Board of Managers shall receive any compensation for acting as such.

## ARTICLE V

### OFFICERS

1. Designation. The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Managers.

2. Election of Officers. The officers of the Association shall be elected annually by the Board of Managers at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Managers, or at any special meeting of the Board called for such purpose.

4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Managers. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5. Vice-President. The Vice-President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties he is directed to perform by the President.

6. Secretary. The Secretary shall keep all the minutes of all meetings of the Board of Managers and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Managers may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last known

addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the apartment unit owned by such members and the garage or parking space and storage space, if any, assigned for use in connection with such apartment unit. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

7. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Managers.

## ARTICLE VI

### INDEMNIFICATION OF OFFICERS AND MANAGERS

The Association shall indemnify every manager or officer, his heirs, executors and administrators, against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a manager or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such manager or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such manager or officer may be entitled. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses; provided, however, that nothing in this Article VI contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit, who is or has been a manager or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of GEORGETOWN TOWNHOMES DECLARATION as a member or owner of a condominium unit covered thereby.

## ARTICLE VII

### OBLIGATIONS OF THE OWNERS

1. Assessments. All owners shall be obligated to pay the monthly assessments imposed by the Association to meet the common expenses. The assessments shall be made pro-rata according to percentage interest in and to the general common elements and shall be due monthly in advance. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these By-Laws, if and only if he shall have fully paid all assessments made or levied against him and the condominium unit owned by him.

2. Maintenance and Repair.

(a) Every owner must perform promptly at his own expense all maintenance and repair work within his own apartment unit, which if omitted would affect the project in its entirety or in part belonging to other owners.

(b) All the repairs of internal installations of the unit such as water, light, gas power, sewage, telephone, air conditioners,

sanitary installations, doors, windows, glass, electrical fixtures and all other accessories, equipment and fixtures belonging to the unit area shall be at the owner's expense.

(c) An owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any general or limited common element damaged by his negligence or by the negligence of his tenants or agents.

3. Mechanic's Lien. Each owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of mechanic's lien filed against other condominium units and the appurtenant general common elements for labor, materials, services or other products incorporated in the owner's apartment unit. In the event suit for foreclosure is commenced, then within ten (10) days thereafter such owner shall be required to deposit with the Association cash or negotiable securities equal to double the amount of such claim plus interest at the rate of 10% for one year together with a sum equal to ten percent (10%) of the amount of such claim but not less than One Hundred Fifty and No/100 (\$150.00) Dollars, which latter sum may be used by the Association for any costs and expenses incurred, including attorney's fees. Except as is otherwise provided, such sum or securities shall be held by the Association pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency, including attorney's fees, shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and a lien against his condominium unit which may be foreclosed as is provided in Article 24 of the Declaration. Such owner shall be liable to the Association for payment of interest at the rate of 10% on all such sums paid by the Association until the date of repayment by such owner.

4. General.

(a) Each owner shall comply strictly with the provisions of the Condominium Declaration for the GEORGETOWN TOWNHOMES, the Articles of Incorporation and these By-Laws and amendments and supplements thereto.

(b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the GEORGETOWN TOWNHOMES condominium project was established.

5. Use of Units - Internal Changes.

(a) All units shall be utilized for single family residential purposes only.

(b) An owner shall not make structural modifications or alterations to his unit or installations located therein without previously notifying the Association in writing through the Managing Agent, or if no Managing Agent is employed, then through the President of the Association. The Association shall have the obligation to answer within five (5) days after such notice, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

6. Use of General Common Elements and Limited Common Elements. Each owner may use the general common elements and the limited common elements in accordance with the purpose for which they were intended



without hindering or encroaching upon the lawful rights of the other owners.

7. Right of Entry.

(a) An owner shall grant the right of entry to the Managing Agent or to any other person authorized by the Board of Managers in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

8. Rules and Regulations.

(a) All owners shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted for the utilization of the recreational facilities afforded, and particularly, of the use of the swimming pools and swimming pool areas in order that all owners and their guests shall achieve maximum utilization of such facilities consonant with the rights of each of the other owners thereto.

(b) Nothing shall be done in any residential unit, nor shall same be occupied or used for any purpose, nor shall any commodity, product or personal property be kept therein or thereon, which shall cause such improvements to be uninsurable against loss by fire or the perils included in an extended coverage endorsement under the rules of the State of Texas Insurance Commission or which might cause or warrant any policy or policies covering said premises to be cancelled or suspended by the issuing company.

(c) Owners and occupants of units shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners, tenants, or other occupants of condominium units of GEORGETOWN TOWNHOMES. No unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or other residents of adjoining units, nor shall any nuisance, or immoral or illegal activity be committed or permitted to occur in or on any unit or upon any part of the common elements of GEORGETOWN TOWNHOMES.

(d) The common area is intended for use for the purpose of affording vehicular and pedestrian movement within the condominium, and of providing access to the units; those portions thereof adapted therefor, for recreational use by the owners and occupants of units; and all thereof for the beautification of the condominium and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the common area shall be obstructed so as to interfere with its use for the purposes hereinabove recited, nor shall any part of the common area

(common elements) be used for general storage purposes after the completion of the conversion of the units by developer, except maintenance storage room, nor anything done thereon in any manner which shall increase the rate for hazard and liability insurance covering said area and improvements situated thereon.

(e) Small dogs, cats, or other usual small household pets may be kept in any unit, provided always that such household pets shall be allowed on the common areas only as may be specified under reasonable rules therefor promulgated by the Board of Managers. Except as hereinabove stated, no animal, livestock, birds or poultry shall be brought within the condominium or kept in or around any unit thereof. Notwithstanding the foregoing, no pets may be kept on the property which result in an annoyance or are obnoxious to other Owners. No pets shall be allowed in the Common Area except as may be permitted by rules of the Board. Declarant or any Owner may cause any unleashed dog found within the Common Area to be removed by Declarant (or any Owner) to a point or animal shelter under the jurisdiction of the City of Houston, or the County of Harris, by calling the appropriate authorities, whereupon the Owner may, upon payment of all expenses connected therewith, repossess the dog. Owners shall prevent their pets from soiling portions of the Common Area where other persons customarily walk and shall promptly clean up any mess left by their pets.

(f) No resident of the condominium shall post any advertisements, signs, or posters, of any kind in or on the project except as authorized by the Association.

(g) Parking of automobiles shall be only in the spaces designated as parking for each unit; no unattended vehicle shall at any time be left in the alley ways or streets in such manner as to impede the passage of traffic or to impair property access to parking area. No storage of any objects shall be permitted in the carport area and the same shall at all times be kept free of unreasonable accumulation of debris or rubbish of any kind. Guest parking areas are not intended for use by owners for parking or storing boats, trailers, camping units or any personal vehicles, and the Board may insure the proper use of said areas in such manner as it deems necessary.

(h) Each owner shall keep clean and in good condition and repair the windows and interiors of his condominium unit and shall not permit garments, rugs, laundry or other unsightly items to extend from or be placed outside of his condominium unit, including but not limited to over windows or the balcony.

(i) It is prohibited to dust rugs or other materials from the windows, or to clean rugs by beating on the exterior part of the condominium units, or to throw any dust, trash or garbage out of any of the windows of any of the units.

(j) It is prohibited to throw garbage or trash outside the disposal areas provided for such purposes.

(k) No owner, resident or lessee shall install wiring for electrical or telephone installation, radio and television antennae, machines or air conditioning units or any other devices whatsoever on the exterior of the project or that protrude through the walls or out of the windows, or on the roof of the project save as are expressly in writing previously approved by the Association.

(l) No owner or other occupant of any condominium unit shall make any alteration, modification or improvement, nor add any

awnings, patio covers or other devices to the common elements of the condominium or remove or add to any planting, structure, furnishings or other equipment or object therefrom except with the written consent of the Association.

(m) Reasonable and customary regulations for the use of the swimming pool and recreation areas will be promulgated hereafter and publicly posted at such places. Owners and all occupants of units shall, at all times, comply with such regulations.

(n) No drilling, digging, quarrying or mining operation of any sort shall be permitted on the Property.

(o) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a carport to a point outside the Property, or from a point outside the Property directly to a carport.

(p) Without limiting any other rule-making authority it may have under the Declaration or these By-Laws, the Board of Managers is specifically authorized, in its sole discretion, to promulgate and enact rules and regulations prohibiting any persons below a certain age from being a resident in or occupant of an apartment.

9. Destruction or Obsolescence. Each owner shall, upon request therefor, execute a power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to deal with the owners' condominium unit upon its destruction or obsolescence as is provided in paragraph 27 of the Condominium Declaration for GEORGETOWN TOWNHOMES.

#### ARTICLE VIII

##### AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

1. By-Laws. These By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners representing at least 70% of the aggregate interest of the undivided ownership of the general common elements.

#### ARTICLE IX

##### MORTGAGES

1. Notice to Association. An owner who mortgages his unit, shall notify the Association through the Managing Agent, if any, or the President of the Board of Managers, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgages of Townhouses".

2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

#### ARTICLE X

##### COMPLIANCE

These By-Laws are set forth to comply with the requirements of the State of Texas Condominium Ownership Act. If any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

ARTICLE XI

NON-PROFIT ASSOCIATION

This Association is not organized for profit. No member, member of the Board of Managers or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Managers; provided, however, always (1) that reasonable compensation may be paid to any member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any member of the Board of Managers may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XII

REGISTERED OFFICE

The Registered office and the principal office for the transaction of business of this Association shall be 13184 Trail Hollow, Houston, Texas 77079, and the Registered Agent shall be SANDE DODD EMERY, at the same address.

ARTICLE XIII

EXECUTION OF DOCUMENTS

The persons who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes, shall be the President and Secretary of the Association.

ARTICLE XIV

ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS

The violation of any rule or regulation promulgated by the Board of Managers, or the breach of any By-Law, or the breach of any provision of the Declaration, shall give the Board of Managers or the Managing Agent, the right, in addition to any other rights set forth therein, (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board of Managers or Managing Agent shall not be deemed guilty in any manner of trespass, and to expel, remove and put out same, using such force as may be necessary in so doing, without being liable to prosecution or in damages therefor; and (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals at Houston, Texas, this the 3rd day of NOVEMBER, A. D., 1976.

BOARD OF MANAGERS

BY: Sande Dodd Emery  
SANDE DODD EMERY

BY: E. Wayne Evans  
E. WAYNE EVANS

BY: Donna F. Catlin  
DONNA F. CATLIN

**CERTIFICATE OF FIRST AMENDMENT  
TO THE BY-LAWS OF  
GEORGETOWN HOMEOWNERS ASSOCIATION, INC.**

FILED  
12/18/2009  
*Beauy B. King*  
COUNTY CLERK  
HARRIS COUNTY

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

**KNOW ALL MEN BY THESE PRESENTS:**

The undersigned, being the duly elected, qualified and acting Secretary of Georgetown Homeowners Association, Inc., a Texas non-profit corporation, the corporation set forth and described in that certain "Condominium Declaration for Georgetown Townhomes" filed for record in Volume 30, Page 82 of the Condominium Records of Harris County, Texas, and all amendments thereto as (said recorded documents and all exhibits and amendments thereto being referred to as the "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that the following is a true and correct copy of amendments to the By-Laws of Georgetown Homeowners Association, Inc. as adopted at a duly constituted special meeting held on December 7, 2009, and approved, adopted, ratified and confirmed by the requisite percentage of aggregate interest of the undivided ownership interests as required by Article VIII, Section 1 of the By-Laws of Georgetown Homeowners Association, Inc. The effective date of this amendment is December 7, 2009.

**FIRST AMENDMENT TO THE BY-LAWS  
OF GEORGETOWN HOMEOWNERS ASSOCIATION, INC.**

RESOLVED, that Article IV, Section 1 of the By-Laws be deleted in its entirety, and the following Article IV, Section 1 be substituted in lieu thereof:

"1. NUMBER AND QUALIFICATION. Effective as of the date of the approval of these proposed Amendments, the Board of Managers shall consist of not less than three (3) members and not more than five (5) members."

RESOLVED, that Article IV, Section 5 of the By-Laws be deleted in its entirety, and the following Article IV, Section 5 be substituted in lieu thereof:

AM

"5. ELECTION AND TERM OF OFFICE. The Managers shall be elected by the members at each annual meeting of the members of the Association. As of the date of the approval of these Amendments, the Board consists of three (3) members. At the next annual meeting following the approval of these Amendments, or if these Amendments are approved at an annual meeting, then at the annual meeting when these Amendments are approved, the Board shall consist of five (5) members and the members of the Association shall: (i) elect such Managers necessary to fill the vacancies on the Board then existing as required, and (ii) elect two (2) Managers to fill the positions created by the expansion of the Board from three (3) members to five (5) members pursuant to this Amendment. At such meeting, as to all five (5) Managers (including and referring to those Managers then serving unexpired terms; those Managers elected to fill vacancies in the Board then existing; and those Managers elected to fill the position of the Board created by the expansion of the Board): 2 Managers shall be elected and/or serve for a term of one (1) year from and after the date of such meeting; 2 Managers shall be elected and/or serve for a term of two (2) years from and after the date of such meeting; and 1 Manager shall be elected and/or serve for a term of three (3) years from and after the date of such meeting. Those Managers then serving unexpired terms shall continue to serve for their remaining term, respectively, and shall constitute the Managers referred to within the preceding sentence who will be deemed to serve the one year and/or two year term, as applicable, respectively, whichever stated term is co-existent with such respective Managers's remaining term. Thereafter, at the annual meeting of the members of the Association, as to all five (5) Managers, the members shall elect such Managers as may be necessary to fill expiring terms, each to serve for a term of three (3) years, in order to fill the position of the Managers whose terms have expired at the time of the annual meeting. The candidates receiving the highest number of votes up to the number of members of the Board to be elected shall be deemed elected.

The members of the Board shall serve for a term of three (3) years commencing at the time of their election and shall hold office until their successors have been elected and hold their first meeting."

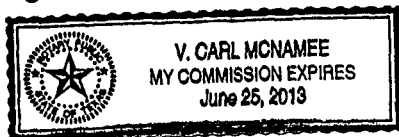
IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 7 day  
of ~~September~~ December, 2009.

GEORGETOWN HOMEOWNERS ASSOCIATION,  
INC., a Texas non-profit corporation

By: Olivia Garza  
Olivia Garza, Secretary

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on the 15 day of  
December, 2009, by Olivia Garza, Secretary of  
Georgetown Homeowners Association, Inc., a Texas non-profit corporation.



V. Carl McNamee  
Notary Public in and for the State of Texas

OFFICE OF  
BEVERLY B. KAUFMAN  
COUNTY CLERK, HARRIS COUNTY, TEXAS  
CONDOMINIUM RECORDS OF COUNTY CLERK

FILM CODE 207214

GEORGETOWN HOMEOWNERS ASSOCIATION,  
INC. CERTIFICATE OF FIRST AMENDMENT  
TO THE BY-LAWS

THIS IS PAGE 1 OF 1 PAGES

SCANNER KM-4850w

ANY PROVISIONS HEREIN WHICH RESTRICTS  
THE SALE, RENTAL OR USE OF THE  
DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND  
UNENFORCEABLE UNDER FEDERAL LAW

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time  
stamped hereon by me; and was duly RECORDED. In the Official Public Records of Real Property of Harris  
County, Texas on

DEC. 18, 2009



*Beverly B. Kaufman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

20090571992

12/18/2009 Itirp3 \$10.00

FILED

12/18/2009 8:00 AM

*Beverly B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was  
found to be inadequate for the best photographic  
reproduction because of illegibility, carbon or  
photo copy, discolored paper, etc. All blackouts,  
additions and changes were present at the time the  
instrument was filed and recorded.



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Mhaci  
Kid

**CERTIFICATE OF SECOND AMENDMENT  
TO THE BY-LAWS OF  
GEORGETOWN HOMEOWNERS ASSOCIATION, INC.**

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This Second Amendment to the By-Laws of Georgetown Homeowners Association, Inc., hereby amends those certain By-Laws recorded as Exhibit "D" to that certain "Condominium Declaration for Georgetown Townhomes" filed for record in Volume 30, Page 82 of the Condominium Records of Harris County, Texas, and that certain "First Amendment to the By-Laws of Georgetown Homeowners Association, Inc." filed under Film Code No. 207214 of the Condominium Records of Harris County, Texas, (being collectively referenced to herein as the "By-Laws").

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**THE STATE OF TEXAS        §  
   §  
COUNTY OF HARRIS       §**

**KNOW ALL MEN BY THESE PRESENTS:**

The undersigned, being the duly elected, qualified and acting President of Georgetown Homeowners Association, Inc., a Texas non-profit corporation, the corporation set forth and described in that certain "Condominium Declaration for Georgetown Townhomes" filed for record in Volume 30, Page 82 of the Condominium Records of Harris County, Texas, and all amendments thereto as (said recorded documents and all exhibits and amendments thereto being referred to as the "Declaration"), the undersigned President does hereby certify that the following is a true and correct copy of the amendments to the By-Laws as adopted at a duly constituted special meeting of the members held on November 17, 2016, and said amendments were approved, adopted, ratified and confirmed by the requisite percentage of aggregate interest of the undivided ownership interests as required by Article VIII, Section 1 of the By-Laws. This Second Amendment to the By-Laws shall be effective as of the date of recording of this instrument in the Official Public Records of Harris County, Texas.

*see*

SECOND AMENDMENT TO THE BY-LAWS  
OF GEORGETOWN HOMEOWNERS ASSOCIATION, INC.

RESOLVED, that Article II, Section 4 of the By-Laws be deleted in its entirety, and the following Article II, Section 4 be substituted in lieu thereof:

"4. QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners representing at least twenty-five percent (25%) of the aggregate interest of the undivided ownership of the general common elements shall constitute a quorum. Except as otherwise provided in the Declaration or these By-Laws, when a quorum of owners is present at any meeting, a majority vote of the owners present in person or by proxy shall be sufficient to either defeat or approve any proposed action."

RESOLVED, that Article III, Section 3 of the By-Laws be deleted in its entirety, and the following Article III, Section 3 be substituted in lieu thereof:

"3. ANNUAL MEETINGS. The Annual Meeting shall be held at such date and time as determined by the Board of Managers and at such place within Harris County, Texas, as determined by the Board of Managers which is within thirty (30) days (either before or after) the first Monday of February each year. At such meetings there shall be elected by ballot of the owners a Board of Managers in accordance with requirements of paragraph 5 of Article IV of these By-Laws. The owners may also transact other business of the Association as may properly come before them."

RESOLVED, that Article III, Section 5 of the By-Laws be deleted in its entirety, and the following Article III, Section 5 be substituted in lieu thereof:

"5. NOTICE OF MEETINGS. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least ten (10) days but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served."

RESOLVED, that Article IV, Section 1 of the By-Laws be deleted in its entirety, and the following Article IV, Section 1 be substituted in lieu thereof:

"1. NUMBER, QUALIFICATION AND TERM LIMITS. The affairs of this Association shall be governed by a Board of Managers composed of five (5) persons. Any person may serve more than one (1) term as a Manager, whether such terms are consecutive or not; provided that, in the event that a person serves as a Manager for six (6) consecutive years, then such person shall thereupon become ineligible to serve as a Manager for a period of one (1) year and upon the expiration of such one (1) year period, such person shall

be thereafter reinstated as being once again eligible to serve on the Board of Managers. The foregoing six (6) year limitation period and the one (1) year ineligibility time period shall then re-apply to any person whose eligibility has been reinstated."

RESOLVED, that Article VII, Section 1 of the By-Laws be deleted in its entirety, and the following Article VII, Section 1 be substituted in lieu thereof:

"1. ASSESSMENTS. All owners shall be obligated to pay the monthly assessments imposed by the Association to meet the common expenses. The assessments shall be made pro-rata according to percentage interest in and to the general common elements and shall be due monthly in advance. A member shall be deemed to not be in good standing and shall not be entitled to vote at any annual meeting or special meeting of the members if he is delinquent in the payment of assessments to the Association by more than sixty-one (61) days as of the date of the annual meeting or special meeting of the members. The member may bring a check to the annual meeting or special meeting of the members to pay all delinquent amounts and shall then be in good standing and entitled to vote at said meeting. A member who has signed a payment plan in favor of the Association and is current in making the required payments per the terms of the payment plan as of the date of the annual meeting or special meeting of the members shall be deemed to be in good standing and entitled to vote at said meeting."

RESOLVED, that Article VIII, Section 1 of the By-Laws be deleted in its entirety, and the following Article VIII, Section 1 be substituted in lieu thereof:

"1. BY-LAWS. These By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners representing at least fifty percent (50%) of the aggregate interest of the undivided ownership of the general common elements."

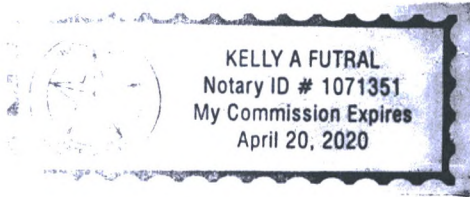
IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 17<sup>th</sup> day of November, 2016.

GEORGETOWN HOMEOWNERS ASSOCIATION, INC.,  
a Texas non-profit corporation

By: Matt Kainer  
Matt Kainer, President

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on the 17<sup>th</sup> day of November, 2016, by Matt Kainer, President of Georgetown Homeowners Association, Inc., a Texas non-profit corporation.



Kelly Futral  
Notary Public in and for the State of Texas

RECORD AND RETURN TO:  
Frank, Elmore, Lievens,  
Chesney & Turet, L.L.P.  
Attn: K. Slaughter  
9225 Katy Freeway, Suite 250  
Houston, Texas 77024

//

FILED FOR RECORD

9:11:25 AM

Monday, November 21, 2016

*Stan Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Monday, November 21, 2016



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

E952001

CONDOMINIUM DECLARATION  
FOR  
GEORGETOWN TOWNHOMES

GEORGETOWN TOWNHOMES  
A CONDOMINIUM PROJECT  
CONDOMINIUM RECORDS  
HARRIS COUNTY, TEXAS  
VOL. 30 PAGE 82

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, GEORGETOWN LTD., a Texas Limited Partnership, hereinafter called "Declarant", is the owner of certain real property and the improvements thereon situated in the County of Harris, State of Texas, which property is more particularly described on the attached Exhibit "A-1" which, by this reference, is made a part hereof; and

WHEREAS, Declarant desires to establish a condominium regime under the Condominium Act of the State of Texas; and

WHEREAS, Declarant did acquire part of an apartment project known as the Georgetown Apartments; which part (hereinafter referred to as Phase I) is located on said property and consists of fifteen (15) two-story buildings which contain an aggregate of one hundred forty-three (143) individual apartment-type units, together with other improvements, structures and facilities and appurtenances, which apartment project insofar as it is included within this Condominium Regime will be known as GEORGETOWN TOWNHOMES; and

WHEREAS, Declarant does hereby establish a plan for the individual ownership in fee simple of estates consisting of the area or space contained in each of the apartment units in the said building improvements and the co-ownership by the individual and separate owners thereof, as tenants in common, of all of the remaining property which is hereinafter defined and referred to as the general common elements;

NOW, THEREFORE, Declarant does hereby submit the real property described on the attached Exhibit "A-1" and all improvements thereon, to the provisions of the Condominium Act of the State of Texas and this Condominium Regime, and does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarant, its successors and assigns and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. DEFINITIONS. Unless the context shall expressly provide otherwise:

(a) "Apartment" or "apartment unit", hereinafter referred to as "townhouse" or "townhome", means an individual air space unit which is contained within the perimeter walls, floors and ceilings of a building as shown on the map.

(b) "Condominium unit" means one individual air space unit together with the interest in the general common elements appurtenant to such unit.

(c) "Owner" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more condominium units.

(d) "General Common Elements" means and includes:

(1) The land on which the buildings are located;

(2) The foundations, columns, girders, beams, supports, main walls and roofs;

(3) The yards, gardens, unassigned parking areas, fences, unassigned storage areas, streets, service drives, walks, service easements, recreation areas, laundry rooms, boiler rooms and mechanical rooms, if any;

(4) The installations consisting of the equipment and materials making up central services such as power, light, gas, water, swimming pools, and the like;

(5) All other structures, facilities and equipment located on the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

(6) Carport parking spaces not yet designated with a townhome number and described on the condominium map attached hereto as unassigned parking spaces; provided, however, Declarant expressly reserves the right at any time and from time to time to assign, and to charge a fee for the use, pending assignment, of any unassigned carport parking space to any owner, and to retain all sums received therefor; and provided further, coincidental with the permanent assignment of any unassigned carport parking space, the condominium map attached hereto shall be amended without the consent of any other owner for the purpose of designating any such carport parking space with a number corresponding to the townhome number, and thereafter such carport parking space shall be a limited common element appurtenant to such townhome.

(e) "Limited Common Elements" means a part of the general common elements reserved for the exclusive use of the owner of a condominium unit; carport parking areas, attic spaces directly above a unit, if any, and patio, balcony and storage areas, if any, indicated on map as appurtenant limited elements to a specific unit only shall be deemed limited common elements.

(f) "Entire Premises" or "Property" means and includes the land, the buildings, all improvements and structures thereon, and all rights, easements and appurtenances belonging thereto, which are hereby, or may hereafter be, submitted to this Condominium Regime.

(g) "Common Expenses" means and includes:

(1) All sums lawfully assessed against the general common elements by the Managing Agent or Board of Managers;

(2) Expenses of administration and management, maintenance, repair or replacement of the general common elements;

(3) Expenses agreed upon as common expenses by the owners; and

(4) Expenses declared common expenses by provisions of this Declaration and by the By-Laws.

(h) "Association of Unit Owners" or "Association" means a Texas non-profit corporation, which corporation shall govern the administration of this condominium property, the members of which shall be all of the owners of the condominium units.

Nov 12 11 58 AM 1976

*R. J. ...*  
 COUNTY CLERK  
 HARRIS COUNTY, TEXAS

(i) "Map", "Survey Map" or "Plans" means and includes the engineering survey of the land locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of or all of the improvements, same being herewith filed, consisting of sheets labelled Exhibits "A", "A-1", "B-1", "B-2", "B-3", "B-4" and "B-5", and incorporated herein.

2. CONDOMINIUM MAP. The map shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any condominium unit. Such map shall consist of and set forth (1) the legal description of the surface of the land; (2) the linear measurements and location, with reference to the exterior boundaries of the land, of the buildings and all other improvements built or to be built on said land by Declarant; (3) floor plans and elevations plans of the building built or to be built thereon showing the location, the building designation, the townhome designation and the linear dimensions of each townhome and the limited common elements; (4) the elevations of the unfinished interior surfaces of the floors and ceilings as established from a datum plane.

Declarant reserves the right to amend the Map, from time to time, to conform the same according to the actual location of any of the improvements and to establish, vacate and relocate easements, access road easements and on-site parking areas.

3. DIVISION OF PROPERTY INTO CONDOMINIUM UNITS. The real property is hereby divided into the following separate fee simple estates:

(a) One hundred forty-three (143) fee simple estates consisting of one hundred forty-three (143) separately designated townhomes, each such townhome identified by number and by building symbol or designation on the map.

(b) Subject to change in interest attributable to additions to the Condominium Regime of additional "Phases" and "Units", as set forth in Article 30 hereof, the remaining portion of the entire premises, referred to as the general common elements, shall be held in common by the owners (and owners of any subsequent Phase hereafter added pursuant to Article 30 hereof), each such interest being an undivided percentage interest in the general common elements equivalent to the number of square feet within each townhome divided by the total number of square feet within all townhomes located on the premises included within this Condominium Regime, and on any Phases which may be added pursuant to Article 30 hereof, and each such individual interest being appurtenant to one of the townhomes covered hereby or hereafter included pursuant to Article 30 hereof. Each unit owner's minimum percentage undivided interest in the common elements, and the corresponding maximum interest subject to diminution pursuant to the provisions of Article 30, are set forth on Exhibit "E" attached hereto.

4. COMMON ELEMENTS. A portion of the general common elements is set aside and reserved for the exclusive use of individual owners, such areas being the limited common elements. The limited common elements reserved for the exclusive use of the individual owners are the automobile parking spaces, storage spaces, patio spaces, and balconies, if any, which are shown on the map. Such spaces are allocated and assigned by the Declarant to the respective condominium units as indicated on Exhibits "A" through "B-5", inclusive, hereto attached, the patio assigned to each townhome being designated by the townhome number preceded by the prefix "P" and in like



manner, the parking spaces assigned to each townhome being designated by the townhome number preceded by the prefix "PG", the storage spaces, if any, assigned to each townhome being designated by the townhome number preceded by the prefix "S" and in like manner, the balconies, if any, assigned to each townhome being designated by the townhome number preceded by the prefix "B". Such limited common elements shall be used in connection with the particular townhome to the exclusion of the use thereof by the other owners except by invitation. Portions of the common area are intended as recreation areas, and are improved with swimming pools, and other recreational facilities. Reasonable regulations governing the use of said recreational facilities by owners and by their guests and invitees shall be promulgated by the Declarant, and by the Board of Managers after same has been elected and by Managing Agent. Such regulations shall be permanently posted in said recreational areas and all owners shall be furnished with a copy thereof. Each owner shall be required strictly to comply with said Rules and Regulations, and shall be responsible to the Board of Managers for the compliance therewith by members of his or her family, relatives, guests or invitees, both minor and adult.

5. INSEPARABILITY OF A CONDOMINIUM UNIT. Each townhome and the undivided interest in and to the general common elements appurtenant thereto shall be inseparable and may be conveyed, leased or encumbered only as a condominium unit.

6. DESCRIPTION OF CONDOMINIUM UNIT. Every deed, lease, mortgage trust deed or other instrument may legally describe a condominium unit by its identifying townhome number and building symbol or designation as shown on the map, followed by the words "GEORGETOWN TOWNHOMES" and by a reference to this recorded Declaration and Map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the general common elements.

7. SEPARATE ASSESSMENT AND TAXATION. Declarant shall give written notice to the assessor of the creation of condominium ownership of this property, as is provided by law, so that each townhome and its undivided interest in the general common elements shall be deemed a separate parcel and subject to separate assessment and taxation.

8. OWNERSHIP-TITLE. A condominium unit may be held and owned by more than one person as joint tenants or as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Texas.

9. NON-PARTITIONABILITY OF COMMON ELEMENTS. The general common elements shall be owned in common by all of the owners of the townhomes and shall remain undivided, and no owner shall bring any action for partition or division of the general common elements. Subject to the provisions of paragraph (m) of Article 31, nothing contained herein shall be construed as a limitation of the right of partition of a condominium unit between the owners thereof, but such partition shall not affect any other condominium unit.

10. OCCUPANCY. Each owner shall be entitled to exclusive ownership and possession of his townhome. Each owner may use the general common elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other owners. Nothing shall be altered or constructed on or removed from the Common Elements, except upon written consent of the Board of Managers.

11. USE. Each townhome shall be occupied and used by the owner only as and for a single family residential dwelling for the owner, his family, his social guests or his tenants.

12. EASEMENTS AND ENCROACHMENTS. If any portion of the general common elements encroaches upon a townhouse or townhouses, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of an adjoining townhouse or townhouses encroaches upon the general common elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. For title or other purposes, such encroachment(s) and easement(s) shall not be considered or determined to be encumbrances either on the general common elements or the townhouses.

13. TERMINATION OF MECHANIC'S OR MATERIALMEN'S LIENS AND INDEMNIFICATION. Subsequent to the completion of the improvements described on the map, no labor performed or materials furnished and incorporated in a townhouse with the consent or at the request of the owner thereof or his agent or his contractor or subcontractor shall be the basis for filing of a lien against the general common elements owned by such other owners. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien against the townhouse of any other owner or against the general common elements for construction performed or for labor, materials, services or other products incorporated in the owner's townhouse at such owner's request.

14. ADMINISTRATION AND MANAGEMENT - MANAGING AGENT. The administration of this condominium property shall be governed by By-Laws of GEORGETOWN HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, hereinafter referred to as the "Association". A copy of "By-Laws" is hereto attached marked Exhibit "D" and incorporated herein; and same shall be deemed adopted by Declarant as sole owner of the property herein described, and all owners shall be bound thereby. "Association" as here used shall refer to the member owners as a group. An owner of a condominium unit, upon becoming an owner, shall be a member of the Association and shall remain a member for the period of his ownership. The Managing Agent shall be GEORGETOWN LTD., whose address is 13184 Trail Hollow, Houston, Texas 77079, and the Managing Agent shall perform all of the duties of the Board of Managers and shall have and exercise all of the powers and functions, including assessment and collection of common expenses, delegated hereunder to the Board of Managers and other officers of the Association, until the expiration of four (4) years from the date this Declaration is filed for record, or until 95% of the townhouses shall be sold to owner/occupants, whichever first occurs, which period is hereafter referred to as the sale and development period. Nothing contained in this Article 14 shall be construed to prevent the Managing Agent from relinquishing the control and responsibility for the administration and management of the regime to the Board of Managers prior to the end of such sale and development period.

15. ACCESS FOR MAINTENANCE AND REPAIR. The owners shall have the irrevocable right, to be exercised by the Managing Agent or Board of Managers of the Association, to have access to each townhouse from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the general common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the general or limited common elements or to another townhouse or townhouses.

16. OWNER'S RESPONSIBILITY FOR MAINTENANCE OF TOWNHOUSE. An owner shall maintain and keep in repair the interior of his own townhouse, including the fixtures thereof. All fixtures and equipment, including the heating and air conditioning system, installed within the townhouse, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the townhouse shall be maintained and kept in repair by the owner thereof. Without limitation on the generality of the foregoing, an owner shall maintain and keep in good repair (and replace, if so required) the air conditioning compressor, fans, ductwork, heating unit and cooling coils,

utilized in and for his townhouse; as well as all other fixtures situated within or installed into the limited common elements appurtenant to such townhouse; and an owner shall be obliged to promptly repair and replace any broken or cracked windows, doors or glass therein that might be so broken or cracked. Notwithstanding anything to the contrary contained in this Article 16, an owner when exercising his right and responsibility of repair, maintenance, replacement or remodeling, as herein defined, shall never alter in any manner whatsoever, the exterior appearance of his townhouse.

An owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his townhouse, nor shall such owner be deemed to own the utilities running through his townhouse which are utilized for, or serve more than one townhouse, except as a tenant in common with the other owners. An owner, however, shall be deemed to own and shall maintain the inner decorated and/or finished surfaces of the perimeter and interior walls, floors and ceilings, doors, windows and other such elements consisting of paint, wallpaper and other such finishing materials.

17. INTERFERENCE WITH STRUCTURAL SOUNDNESS OF BUILDING. An owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament. No owner shall in any way alter, modify, add to, or otherwise perform any work whatever upon any of the common elements, save with written consent of the Board of Managers first obtained.

18. DIMENSIONS. It is expressly agreed, and each and every purchaser of a townhouse, his heirs, executors, administrators, assigns, successors, and grantees hereby agree, that the square footage, size, and dimensions of each townhouse as set out and shown in this Declaration or in said survey plats attached as Exhibits hereto, are approximate and are shown for descriptive purposes only, and that the Declarant does not warrant, represent, or guarantee that any townhouse actually contains the area, square footage, or dimensions shown by the plat thereof. Each purchaser of a townhouse hereby expressly waives any claim or demand which he may have against the Declarant or any other person whomsoever, on account of any difference, shortage, or discrepancy between the townhouse as actually and physically existing and as it is shown on the respective plat thereof, which is attached as an Exhibit hereto. It is specifically agreed that in interpreting deeds, mortgages, deeds of trust, and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the townhouse or of any townhouse reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be the boundaries, regardless of settling, arising, or lateral movement of the building and regardless of variances between the boundaries shown on the plat and those of the building.

19. COMPLIANCE WITH PROVISIONS OF DECLARATION AND BY-LAWS. Each owner shall comply strictly with the provisions of this Declaration, the By-Laws and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Managing Agent or Board of Managers on behalf of the owners or, in proper case, by an aggrieved owner.

20. REVOCATION OR AMENDMENT TO DECLARATION. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the owners representing an aggregate ownership interest of 90% of the condominium units then subject hereto, or more, and all of the holders of any recorded mortgage or deed of trust covering or affecting any or all condominium units unanimously consent and agree to such revocation or amendment by instrument(s) duly recorded; provided, however that:

(a) Declarant hereby reserves and shall at all times have the right to amend this Declaration without the consent or approval of any other than the mortgagee of any property owned by it:

(1) For the purpose of correcting any typographical or other error in this Declaration or to make this Declaration comply with the mandatory provisions of the Act, if it be deficient in any respect; or

(2) For the purpose of creating and developing additional units and common areas on land abutting or in the vicinity of the project land pursuant to the provisions of Article 30 hereof.

The making of physical changes in the interior of a townhouse or townhouses coming into the possession of a mortgagee by virtue of foreclosure of any first mortgage, and physical changes to and alterations of the townhouse or townhouses owned by virtue of foreclosure of any first mortgage may be made without the consent of the other owners or mortgagees, and this Declaration may be amended without other owners' or mortgagees' consent, by the owner acquiring same by foreclosure, to correspond with such physical changes; provided, however, that the undivided interest of each townhouse owner in the general common elements as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all of the unit owners expressed in an amended Declaration duly recorded, except for such alterations as may be effected by the addition of further townhouses pursuant to Article 30 hereof.

21. ASSESSMENTS FOR COMMON EXPENSES - UTILITIES - INSURANCE. The assessments made shall be based upon the cash requirements deemed to be such aggregate sum as the Managing Agent or Board of Managers of the Association shall from time to time determine is to be paid by all of the owners, including Declarant, to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the general common elements, which sum may include, among other things, cost of management, assessments, fire insurance with extended coverage and vandalism and malicious mischief with endorsements attached, issued in the amount of the maximum replacement value of all of the condominium units, casualty and public liability and other insurance premiums, landscaping and care of grounds, common lighting, repairs and renovations, garbage collections, wages, water charges, electricity charges, gas charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent or Board of Managers under or by reason of this Declaration, the payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as other costs and expenses relating to the general common elements; provided, however, that Declarant shall not be obligated to contribute to any such contingency, reserve or surplus funds. If during the period prior to the sale and transfer of title to all 143 of the condominium units the actual monthly costs exceed the monthly budget, Declarant shall pay said excess amount into the Association. The limited common elements shall be maintained as general common elements and owners having exclusive use thereof shall not be subject to any special charges or assessments for the repair or maintenance thereof. The omission or failure of the Board to fix the assessment for any month shall not be deemed a waiver, modification, or a release of the owners from the obligation to pay.

Taxes are not part of the common expenses except as otherwise provided in Article 33 hereof.

Each owner shall pay for his own utilities which are separately metered on and billed to each unit by the respective utility companies. Utility expenses which are not separately billed or metered shall be part

of the common expenses and each unit owner shall pay his pro-rata share thereof as in the case of other common expenses.

The Managing Agent or Board of Managers shall obtain and maintain at all times insurance of the type and kind provided hereinabove, and including for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other townhouse or condominium buildings, fixtures, equipment and personal property, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in blanket policy form naming the Association the insured, which policy or policies shall identify the interest of each condominium unit owner and which shall provide for a standard non-contributory mortgagee clause in favor of each first mortgagee. It shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten days prior written notice to each first mortgagee. Said Managing Agent or Board of Managers shall, upon request of any first mortgagee, furnish a certified copy of such blanket policy and the separate certificate identifying the interest of the mortgagor. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular owner guilty of a breach of warranty, act, omission, negligency or non-compliance, of any provision of such policy, including payment of the insurance premium applicable to that owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under such policy, as to the interests of all other insured owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Each owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on the furnishings and other items of personal property belonging to the owner, and casualty and public liability insurance coverage within each individual unit, are specifically made the responsibility of the owner thereof.

22. OWNER'S OBLIGATION FOR PAYMENT OF ASSESSMENTS. All owners shall be personally obligated to pay the estimated assessments imposed by the Board of Managers or Managing Agent of the Association to meet the common expenses. The assessments shall be made pro-rata according to each owner's percentage interest in and to the general common elements. Assessments for the estimated common expenses, shall be due monthly in advance on or before the fifth (5th) day of each month. Failure to pay by the tenth (10th) day of each month shall require the imposition and assessment of a late charge of \$10.00.

Contribution for monthly assessments shall be prorated if the ownership of a condominium unit commences on a day other than on the first day of a month.

In addition to the regular monthly assessments authorized by this Declaration or by the By-Laws, the Managing Agent or the Board of Managers may levy in any fiscal year a special assessment or assessments applicable to that fiscal year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected major repair or replacement of a described capital improvement constituting or to constitute part of the common elements, including the necessary fixtures and personal property related thereto, or for the purchase of any movable or personal property for the common use of all the owners, or for such other purpose or purposes as the Managing Agent or the Board of Managers may consider appropriate and for the common benefit of all of the owners in proportion to their ownership interest in the common elements as set out in

this Declaration; provided, however, that no such special assessment shall become effective until the same has received the affirmative vote of at least two-thirds (2/3) of the total votes cast, in person or by proxy, at a special meeting of the members of the Association to be called for the purpose of such vote, notice of which special meeting shall be given to each member in accordance with the provisions of the By-Laws regarding notices of special meetings. At any such meeting the members may, by the required affirmative vote aforesaid, amend or modify any such assessment prepared by the Managing Agent or the Board of Managers. The pro rata part and share of each owner of any such special assessment shall be due and payable as provided in the resolution adopting or approving any such special assessment.

23. WAIVER OF USE OF GENERAL COMMON ELEMENTS OR ABANDONMENT OF TOWNHOUSE BY OWNER. No owner may exempt himself from liability for this contribution towards the common expenses by waiver of the use or enjoyment of any of the general common elements, or by abandonment of his townhouse.

24. ASSESSMENT LIEN. All sums assessed by either regular or special assessments but unpaid for the share of common expenses chargeable to any condominium unit, including interest thereof at ten (10%) per cent per annum, shall constitute a lien on such unit superior (prior) to all other liens and encumbrances, except only for:

(a) Tax and special assessment liens in favor of any assessing unit, and

(b) All sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance, and including additional advances made thereon prior to the arising of such a lien.

To evidence such lien the Board of Managers or Managing Agent may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the owner of the condominium unit and a description of the condominium unit. Such a notice shall be signed by one of the Board of Managers or by the Managing Agent and may be recorded in the Office of the Clerk Recorder of Harris County, Texas. Such lien for the common expenses shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure of the defaulting owner's condominium unit by the Association in like manner as a mortgage on real property upon the recording of a notice or claim thereof. In any such foreclosure, the owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The owner shall also be required to pay to the Association a reasonable rental for the condominium unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid on the condominium unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

The amount of the common expenses assessed against each condominium unit shall also be a debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same.

Any encumbrancer holding a lien on a condominium unit may pay any unpaid common expense payable with respect to such unit, and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid of the same rank as the lien of his encumbrance.

Each owner, by acceptance of a deed to a condominium unit, hereby expressly vests in the Association or its agents the right and power to bring all actions against such owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to the Statutes of the State of Texas then in force governing the sale of real property pursuant to a power of sale, and such owner hereby expressly grants to the Association a power of sale in connection with said lien.

25. STATEMENT OF INDEBTEDNESS - JOINT LIABILITY FOR COMMON EXPENSE UPON TRANSFER OF CONDOMINIUM UNIT. Upon payment to the Association of a reasonable fee not to exceed Twenty-Five and No/100 (\$25.00) Dollars, and upon the written request of any owner or any encumbrancer or prospective encumbrancer of a condominium unit, the Association, by its Managing Agent or Board of Managers, shall issue a written statement setting forth the unpaid common expenses, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or for prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten (10) days, all unpaid common expenses which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement.

The grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor; provided, however, that upon payment to the Association of a reasonable fee not to exceed Twenty-Five and No/100 (\$25.00) Dollars, and upon written request, any such prospective grantee shall be entitled to a statement from the Managing Agent or Board of Managers, setting forth the amount of the unpaid assessment, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or for prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of such request, then such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments against the subject unit. The provisions set forth in this Article 25 shall not apply to initial sales of the units by Declarant.

26. MORTGAGING A CONDOMINIUM UNIT - PRIORITY. Any owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The owner of a condominium unit may create a second mortgage on the following conditions: (1) That any such second mortgage shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for common expenses, and other payments created by this Declaration and by the By-Laws; (2) That the mortgagee under any second mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises, which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a second mortgagee upon written request to the Association.

27. ASSOCIATION AS ATTORNEY-IN-FACT. This Declaration hereby makes mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its destruction or obsolescence.

Title to any condominium unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any owner shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint the GEORGETOWN HOMEOWNERS ASSOCIATION, INC., their true and lawful attorney in their name, place and stead, for the purpose of dealing with the property upon its destruction or obsolescence as is hereafter provided. As attorney-in-fact, the Association, by its president and secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a condominium unit owner which are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvement(s) as used in the succeeding subparagraphs means restoring the improvement(s) to substantially the same condition in which it existed prior to the damage, with each unit and the general and limited common elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Association for the purpose of repair, restoration or replacements unless the owners and all first mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

(a) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed.

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than fifty per cent of all of the general common elements, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the owners and their condominium units. Such deficiency assessment shall be a common expense made pro-rata according to each owner's percentage interest in and to the general common elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or reconstruction of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in Article 24. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order:

- (1) For payment of the balance of the lien of any first mortgage;
- (2) For payment of taxes and special assessments liens in favor of any assessing entity;
- (3) For payment of unpaid common expenses;



(4) For payment of junior liens and encumbrances in order of and to the extent of their priority; and

(5) The balance remaining, if any, shall be paid to the condominium unit owner.

(c) If more than fifty per cent of all of the general common elements, not including land, are destroyed or damaged, and if the owners representing an aggregate ownership interest of ninety (90%) of the condominium units, or more, do not voluntarily, within one hundred (100) days thereafter, make provision for reconstruction, which plan must have the unanimous approval or consent of every first mortgagee, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president and secretary, the entire remaining premises shall be sold by the Association, as attorney-in-fact for all of the owners, free and clear of the provisions contained in this Declaration, the Map and the By-Laws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each unit owner's interest (as such interests appear on the policy or policies), and such divided proceeds shall be paid into individual separate accounts, each such account representing one of the condominium units. Each such account shall be in the name of the Association, and shall be further identified by the number of the townhouse and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such accounts, without contribution from any account to another, toward the full payment of the lien of any first mortgage against the condominium unit represented by such separate account. There shall be added to each such account, the apportioned amount of the proceeds derived from the sale of the entire property. Such apportionment shall be based upon each condominium unit owner's interest in the general common elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in sub-paragraph (b) (1) through (5) of this Article 27.

If the owners representing an aggregate ownership interest of ninety (90%) per cent of the condominium units, or more, adopt a plan for reconstruction, which plan has the unanimous approval of all first mortgagees, then all of the owners shall be bound by the terms and other provisions of such plan. Any assessment made in connection with such plan shall be a common expense and made pro-rata according to each owner's interest in the general common elements and shall be due and payable as provided by the terms of such plan but not sooner than thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in Article 24. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a

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notice that the condominium unit of the delinquent owner shall be sold by the Association. The proceeds derived from sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in sub-paragraph (b) (1) through (5) of this Article 27.

(d) The owners representing an aggregate ownership interest of ninety (90%) per cent of the condominium units, or more, may agree that the general common elements of the property are obsolete and that the same should be renewed or reconstructed. In such instance, then the expense thereof shall be payable by all of the owners as common expenses; provided, however, that any owner not agreeing to such renewal or reconstruction may give written notice to the Association that such unit shall be purchased by the Association for the fair market value thereof. If such owner and the Association can agree on the fair market value thereof, then such sale shall be consummated within thirty (30) days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "commencing date" from which all periods of time mentioned herein shall be measured. Within ten (10) days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party), an appraiser who shall be a member of the Houston Board of Realtors. If either party fails to make such a nomination, the appraiser nominated shall within five (5) days after default by the other party appoint and associate with him another appraiser (to be selected from the Houston Board of Realtors). If the two appraisers designated by the parties, or selected pursuant hereto in the event of the default of one party, are unable to agree, they shall appoint another appraiser (to be selected from the Houston Board of Realtors) to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two persons (each of whom shall be a member of the Houston Board of Realtors) and from the names of the four persons so nominated, shall be drawn by lot by any judge of any court of record in Texas, and the name so drawn shall be such umpire. The nominations from whom the umpire is to be drawn by lot shall be submitted within ten (10) days after the failure of the two appraisers to agree, which in any event shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value or in the case of their disagreement, the decision of the umpire, shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the owners. The sale shall be consummated within fifteen (15) days thereafter, and the Association, as attorney-in-fact, shall disburse such proceeds as is provided in sub-paragraph (b) (1) through (5) of this Article 27.

(e) The owners representing an aggregate ownership interest of ninety-five (95%) per cent of the condominium units, or more, may agree that the general common elements of the property are obsolete and that the same should be sold. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president and secretary, the entire premises shall be sold by the Association, as attorney-in-fact, for all of the owners, free and clear of the provisions contained in this Declaration, the Map and the By-Laws. The sales proceeds shall be apportioned between the owners on the basis of each owner's interest in the

general common elements, and such apportioned proceeds shall be paid into individual separate accounts, each such account representing one condominium unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the apartment and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such funds, without contribution from one fund to another, for the same purposes and in the same order as is provided in sub-paragraph (b) (1) through (5) of this Article 27.

28. PERSONAL PROPERTY FOR COMMON USE. Upon date defined in Article 14 herein, Declarant shall execute and deliver a bill of sale to the Association transferring all items of personal property located on the entire premises and furnished by Declarant, which property is intended for the common use and enjoyment of the condominium units owners and occupants. The Association shall hold title to such property for the use and enjoyment of the condominium unit owners and occupants. No owner shall have any other interest and right thereto, and all such right and interest shall absolutely terminate upon the owner's termination of possession of his condominium unit.

29. RECREATIONAL FACILITIES. The properties included within this Condominium Regime are subject to that certain Agreement filed for record under Harris County Clerk's File No. E-452000. Said Agreement governs the use of the swimming pools located on such properties by tenants of that part of the Georgetown Apartments Complex which has not been included within this Condominium Regime. Said Agreement apportions and assesses all expenses of operation and maintenance of said swimming pools among the owners of the residential units located within this Condominium Regime and the owners of the remainder of the above-mentioned apartment complex. Reference is made to said Agreement for a more particular description of the rights and obligations contained therein, and said Agreement is hereby incorporated by reference for all purposes.

30. ANNEXATION. Declarant hereby declares that it contemplates that at a future time or times, the condominium project may (but shall not be required to) be expanded by adding thereto additional parcels comprising the remainder of the above-mentioned Georgetown Apartment Complex. Said real property may contain a contemplated additional 312 condominium units, although the exact number may vary due to design or planning changes which may hereafter occur. Such additional property, designated Phases 2, 3 and 4 on Exhibit "C" attached hereto, may be annexed in whole or in part, from time to time, and at more than one time, in order that such additional property become a part of the condominium project described and defined in this Declaration, which annexation and addition may be accomplished within five (5) years from the date of recordation of this Declaration, without the assent of the Association or its members or their mortgagees. The provisions of this Article 30 shall become effective upon, but not before the recording in the office of the County Clerk of Harris County, Texas, within five (5) years from the date of recordation of this Declaration, a certificate signed and acknowledged by Declarant and the owners of Phases 2, 3 and 4, if other than Declarant, which certificate describes the real property which then constitutes the condominium project, refers to this Declaration, and declares that it is desired and intended that the provisions of this Article 30 shall become effective and, therefore, that this Declaration shall apply to and affect the property described in this certificate. The certificate so recorded shall also specify the number of condominium units which are being added and annexed to the project by reason of the recordation of the certificate. Declarant may cause to be recorded as many separate certificates as may be desired by Declarant, from time to time. Declarant further reserves the right, at any time and from time to time, without requesting or receiving the assent or consent of the then owners or their mortgagees of any portion of the real property with which

this Declaration is concerned, to resubdivide, amend the subdivision map, modify, alter or otherwise change the legal or other status or configuration of the property to be annexed, to grant easements, and otherwise to take such actions as may be deemed necessary by Declarant to satisfactorily expand the condominium project. Each owner of a condominium in the project appoints Declarant as his attorney-in-fact for the purpose of effecting the foregoing; and the power herein granted to Declarant shall be and is a power coupled with an interest. Upon the recordation of such certificate(s) in compliance with the provisions of this Article 30, this Declaration shall further apply to and affect all of the real property described above and all of the property described in any such certificate(s) and the condominium project, all of the condominium units in the project (as so expanded and annexed), and their then future owners, with the same effect as if the property described in the certificate(s) were originally subject to the provisions of this Declaration. Thereupon, the powers and responsibilities of the Board of Managers created and established pursuant to the provisions of the Exhibit "D" By-Laws shall be co-extensive with regard to all property included within the project (as expanded), and the Board of Managers shall, pursuant to the provisions of this Declaration, constitute the Board of Managers for the project (as expanded), and the rights and obligations of all the condominium unit owners of the condominium units in the project shall be the same and identical to the rights and obligations of the condominium unit owners prior to the recordation of the certificate(s). The Board of Managers shall thereupon continue to maintain one maintenance fund for the collection and disbursement of monies as required and permitted hereby for the condominium project, and in all respects and meanings, the project (as expanded) shall be deemed to be a single condominium project for the purposes and in accordance with the provisions of this Declaration. Upon the annexation of additional property by the recordation of one or more such certificates, within the time and in accordance with the provisions of this Article 30, the ownership of the common areas and facilities shall automatically become, as to each condominium unit, a percentage interest equivalent to the number of square feet within each condominium unit divided by the total number of square feet within all condominium units in the condominium project after the annexation(s) is completed.

31. PROTECTION OF MORTGAGEE.

(a) Notice to Association. An owner who mortgages his apartment shall notify the Board of Managers giving the name and address of his mortgagee. Each mortgagee shall be permitted to notify the Board of Managers of the fact that such mortgagee holds a Deed of Trust or mortgage on a condominium unit. The Board shall maintain such information in a book entitled "Mortgagees of Townhouses".

(b) Notice of Default. The Association shall notify a first mortgagee in writing, upon request of such mortgagee, of any default by the mortgagor in the performance of such mortgagor's obligations as set forth in the Declaration which is not cured within thirty (30) days.

(c) Examination of Books. The Association shall permit first mortgagees to examine the books and records of the Association during normal business hours.

(d) Reserve Fund. The Association shall establish an adequate reserve fund for replacement of common elements components and fund the same by regular monthly payments rather than by extraordinary special assessments.

(e) Annual Audits. The Association shall furnish each first mortgagee an annual audited financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association.

(f) Notice of Meetings. The Association shall furnish each first mortgagee upon request of such mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such mortgagee to attend such meetings, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

(g) Approval for Amendments to Declaration, etc. The prior written approval of each first mortgagee shall be required for the following: (i) abandonment or termination of GEORGETOWN TOWNHOMES as a Condominium Regime, except for abandonment or termination provided by law, in case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any material amendment to the Declaration or By-Laws of the Association, including, but not limited to any amendment which would change the percentage interest of unit owners in the common elements except as provided for under Article 30 hereof; and (iii) the termination of any professional management contract for the Condominium Project.

(h) Leases. With the exception of a lender in possession of a condominium unit following foreclosure, or any deed or other arrangement in lieu of foreclosure, no owner shall be permitted to lease his unit for transient or hotel purposes. No owner may lease less than the entire unit. The Association shall require that all leases of any apartment units must: (i) be in writing, and (ii) provide that such leases are specifically subject in all respects to the provisions of the Declaration and By-Laws of the Association, and that any failure by the lessee to comply with the terms and conditions of such documents shall be a default under such leases. Other than the foregoing, there shall be no restriction on the right of any apartment owner to lease his unit.

(i) Notice of Damage or Destruction. The Association shall furnish the first mortgagees timely written notice of any substantial damage or destruction of townhouses and of any part of the common elements and facilities if such loss exceeds \$10,000.00.

(j) Notice of Condemnation or Eminent Domain. The Association shall furnish the first mortgagees timely written notice of any condemnation, or eminent domain proceeding regarding all or any portion of a townhouse or of the common elements and facilities and of any proposed acquisition of all or any part of such properties through condemnation or eminent domain proceedings if such taking exceeds \$10,000.00.

(k) Management Agreements. Any management agreement entered into by the Association will be terminable by the Association for cause upon not more than thirty (30) days' written notice, and the term of such management agreement will not exceed the period of one (1) year, renewable by agreement of the parties to such agreement for successive one (1) year periods.

(l) Exemption From Right of First Refusal. When any first mortgagee obtains title to a townhouse pursuant to the remedies provided in the mortgage, such as foreclosure of the mortgage or deed of trust, or deed in lieu of foreclosure, such mortgagee shall be exempt from any "right of first refusal".

(m) Right to Partition. No unit may be partitioned or subdivided by the owner thereof without the prior written approval of at least the holder of the first mortgage lien on such property.

(n) Claims for Unpaid Assessments. Any first mortgagee who obtains title to the unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for such unit's unpaid dues or charges which accrued prior to the acquisition of title to such unit by the mortgagee.

(o) Taxes, Assessments and Charges. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to the condominium project as a whole.

(p) Other Acts by Association Requiring Approval of First Mortgagees or Owners. Unless at least 75% of the first mortgagees (based upon one note for each first mortgage owned), or owners (other than the Declarant) of the individual condominium units have given their prior written approval, the Association shall not be entitled to: (i) partition or subdivide any condominium unit, (ii) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer, the common elements except as provided for in Article 30 hereof, and (iii) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project, or except as otherwise provided in this Declaration. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this paragraph.

32. LIMITATION OF RESTRICTIONS ON DECLARANT. Declarant is undertaking the conversion of an apartment complex into individual condominium units. The completion of that work and the sale, rental and other disposal of condominium units is essential to the establishment and welfare of the property as a residential community. In order that said work may be completed and said property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its contractors, or sub-contractors from doing on the property or any condominium unit, whatever is reasonably necessary or advisable in connection with the completion of said work; or

(b) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the property such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said property as a residential community and disposing of the same in condominium units by sale, lease or otherwise; or

(c) Prevent Declarant from conducting on any part of the property its business of completing said work and of establishing a plan of residential ownership and of disposing of said property in condominium units by sale, lease or otherwise; or

(d) Prevent Declarant from maintaining such sign or signs on the property as may be necessary for the sale, lease or disposition thereof.

So long as Declarant, its successors and assigns, owns one or more of the condominium units described herein, Declarant, its successors and assigns shall be subject to the provisions of this Declaration.

33. TAXES. Ad valorem taxes, assessments and other charges of the City, County, State or other political entities, or any special district thereof, shall be separately assessed, and each condominium unit owner shall pay, at his own personal expense, all tax assessments against his townhome. Such taxes are not part of the common expenses. However, taxes on personal property owned by the Association as part of the common elements shall be paid by the Association as a common expense.

34. NOTICES. All notices, demands or other notices intended to be served upon an owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such owner in care of the townhouse number and building address of such owner. All notices, demands or other notices intended to be served upon Managing Agent, or the Board of Managers of the Association, or the Association, shall be sent by ordinary or certified mail postage prepaid, to 13184 Trail Hollow, Houston, Texas 77079, until such address is changed by a notice of address change duly recorded.

35. GENERAL.

(a) If any of the provisions of this Declaration or any Article, paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration and the application of any such provision, paragraph, sentence, clause, phrase or word, in any other circumstances shall not be affected thereby.

(b) The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Texas and to all other provisions of law.

(c) That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Declarant, by its General Partners, has duly executed this Declaration this the 3<sup>rd</sup> day of November, A. D., 1976.

GEORGETOWN LTD.

ATTEST:

  
Joseph R. Seiger  
Secretary

BY: VINTAGE PROPERTIES SOUTHWEST, INC.,  
General Partner


BY: Sandra Dodd Emery  
Vice President

THE STATE OF Texas X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Sande Dodd Emery, Vice-President of VINTAGE PROPERTIES SOUTHWEST, INC., General Partner of GEORGETOWN LTD., a Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation and partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of November  
A. D., 1976.

Diane Lane  
Notary Public in and for Harris  
County, Texas





CONSENT OF MORTGAGEE

The undersigned, BA MORTGAGE COMPANY, INC., being the owner and holder of an existing mortgage lien upon and against the land and property described as the Property in the foregoing Declaration, as such mortgagee and lienholder does hereby consent to said Declaration and the Exhibits attached hereto, and to the recording of same for submission of said Property to the provisions and condominium regime of Article 1301a of the Texas Revised Civil Statutes.

This consent shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof, or impose any obligation or liability upon the undersigned to perform or discharge any covenants or obligations imposed upon the Declarant under said Declaration.

Signed and attested by the undersigned officers of said BA MORTGAGE COMPANY, INC., hereunto authorized, this the 3rd day of November A. D., 1976.

ATTEST:

BA MORTGAGE COMPANY, INC.

[Signature]  
Assistant Secretary

BY: [Signature]  
Vice-President

THE STATE OF Texas X  
COUNTY OF Dallas X

BEFORE ME, the undersigned authority, on this day personally appeared John P. Wagner, as Vice-President of BA MORTGAGE COMPANY, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said BA MORTGAGE COMPANY, INC., and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of November, A. D., 1976.

[Signature]  
Notary Public in and for Dallas  
County, Texas

805	Unit#	4-	BLDG.#	I
805A	"	10-	"	I
806	"	8-	"	D
807	"	5-	"	I
807A	"	11-	"	I
808	"	7-	"	D
809	"	6-	"	I
809A	"	12-	"	I
810	"	6-	"	D
811	"	3-	"	I
811A	"	9-	"	I
812	"	5-	"	D
813	"	2-	"	I
813A	"	8-	"	I
814	"	4-	"	D
815	"	1-	"	I
815A	"	7-	"	I
816	"	3-	"	D
817	"	5-	"	J
817A	"	13-	"	J
818	"	2-	"	D
819	"	6-	"	J
819A	"	14-	"	J
820	"	1-	"	D
821	"	7-	"	J
821A	"	15-	"	J
822	"	8-	"	E
823	"	8-	"	J
823A	"	16-	"	J
824	"	7-	"	E
825	"	4-	"	J
825A	"	12-	"	J
826	"	6-	"	E
827	"	3-	"	J
827A	"	11-	"	J
828	"	5-	"	E
829	"	2-	"	J
829A	"	10-	"	J
830	"	4-	"	E
831	"	1-	"	J
831A	"	9-	"	J
832	"	3-	"	E
833	"	5-	"	K
833A	"	13-	"	K
834	"	2-	"	E
835	"	6-	"	K
835A	"	14-	"	K
836	"	1-	"	E
837	"	7-	"	K
837A	"	15-	"	K
838	"	8-	"	F
839	"	8-	"	K
839A	"	16-	"	K
840	"	7-	"	F

841	Unit#	4-	BLDG.#	K
841A	"	12-	"	K
842	"	6-	"	F
843	"	3-	"	K
843A	"	11-	"	K
844	"	5-	"	F
845	"	2-	"	K
845A	"	10-	"	K
846	"	4-	"	F
847	"	1-	"	K
847A	"	9-	"	K
848	"	3-	"	F
849	"	4-	"	L
849A	"	8-	"	L
850	"	2-	"	F
851	"	3-	"	L
851A	"	7-	"	L
852	"	1-	"	F
853	"	2-	"	L
853A	"	6-	"	L
854	"	4-	"	G
854A	"	8-	"	G
855	"	1-	"	L
855A	"	5-	"	L
856	"	3-	"	G
856A	"	7-	"	G
857	"	4-	"	N
857A	"	8-	"	N
858	"	2-	"	G
858A	"	6-	"	G
859	"	3-	"	N
859A	"	7-	"	N
860	"	1-	"	G
860A	"	5-	"	G
861	"	2-	"	N
861A	"	6-	"	N
862	"	4-	"	H
862A	"	8-	"	H
863	"	1-	"	N
863A	"	5-	"	N
864	"	3-	"	H
864A	"	7-	"	H
865	"	6-	"	M
865A	"	12-	"	M
866	"	2-	"	H
866A	"	6-	"	H
867	"	5-	"	M
867A	"	11-	"	M
868	"	1-	"	H
868A	"	5-	"	H
869	"	4-	"	M
869A	"	10-	"	M
871	"	3-	"	M
871A	"	9-	"	M

Unit#	BLDG.#	M	Unit #	BLDG.#	B
873	2-	M	12913	2-	
873A	8-	M	12915	3-	
875	1-	M	12917	4-	
875A	7-	M	12919	5-	
877	1-	O	12921	6-	
877A	7-	O	12923	8-	
879	2-	O	12925	7-	
879A	8-	O	12927	6-	
881	3-	O	12929	5-	
881A	9-	O	12931	4-	
883	4-	O	12933	3-	
883A	10-	O	12935	2-	
885	5-	O	12937	1-	
885A	11-	O	12939	1-	
887	6-	O	12941	2-	
887A	12-	O	12943	3-	
889	1-	DD	12945	4-	
891	2-	DD	12947	5-	
893	3-	DD	12949	6-	
895	4-	DD	12951	7-	
897	5-	DD	12953	8-	
899	10-	DD	12955	1-	
901	9-	DD	12956	4-	
903	8-	DD	12956A	8-	
905	7-	DD	12957	2-	
907	6-	DD	12958	3-	
909	1-	EE	12958A	7-	
911	2-	EE	12959	3-	
913	3-	EE	12960	2-	
915	4-	EE	12960A	6-	
917	5-	EE	12961	4-	
919	10-	EE	12962	1-	
921	9-	EE	12962A	5-	
923	8-	EE	12963	5-	
925	7-	EE	12964	2-	
927	6-	EE	12964A	4-	
929	1-	EF	12965	6-	
931	2-	FF	12966	1-	
933	3-	FF	12966A	3-	
935	4-	FF	12967	1-	
937	5-	FF	12967A	5-	
939	6-	FF	12968	4-	
941	12-	FF	12968A	8-	
943	11-	FF	12969	2-	
945	10-	FF	12969A	6-	
947	9-	FF	12970	3-	
949	8-	FF	12970A	7-	
951	7-	FF	12971	3-	
12901	5-	A	12971A	7-	
12903	4-	A	12972	2-	
12905	3-	A	12972A	6-	
12907	2-	A	12973	4-	
12909	1-	A	12973A	8-	
12911	1-	B	12974	1-	

12974A	Unit#	5-	BLDG.#	W	13018	Unit#	6-	BLDG.#	AA
12975	"	1-	"	S	13018A	"	12-	"	AA
12976	"	4-	"	X	13020	"	5-	"	AA
12976A	"	8-	"	X	13020A	"	11-	"	AA
12977	"	2-	"	S	13022	"	4-	"	AA
12978	"	3-	"	X	13022A	"	10-	"	AA
12978A	"	7-	"	X	13024	"	3-	"	AA
12979	"	3-	"	S	13024A	"	9-	"	AA
12980	"	2-	"	X	13026	"	2-	"	AA
12980A	"	6-	"	X	13026A	"	8-	"	AA
12981	"	4-	"	S	13028	"	1-	"	AA
12982	"	1-	"	X	13028A	"	7-	"	AA
12982A	"	5-	"	X	13030	"	11-	"	SS
12983	"	5-	"	S	13032	"	10-	"	SS
12984	"	4-	"	Y	13034	"	9-	"	SS
12984A	"	8-	"	Y	13036	"	8-	"	SS
12985	"	6-	"	S	13038	"	7-	"	SS
12986	"	3-	"	Y	13040	"	6-	"	SS
12986A	"	7-	"	Y	13042	"	5-	"	SS
12987	"	1-	"	R	13044	"	4-	"	SS
12988	"	2-	"	Y	13046	"	3-	"	SS
12988A	"	6-	"	Y	13048	"	2-	"	SS
12989	"	2-	"	R	13050	"	1-	"	SS
12990	"	1-	"	Y	13052	"	8-	"	RR
12990A	"	5-	"	Y	13054	"	7-	"	RR
12991	"	3-	"	R	13056	"	6-	"	RR
12992	"	4-	"	Z	13058	"	5-	"	RR
12992A	"	8-	"	Z	13060	"	4-	"	RR
12993	"	4-	"	R	13062	"	3-	"	RR
12994	"	3-	"	Z	13064	"	2-	"	RR
12994A	"	7-	"	Z	13066	"	1-	"	RR
12995	"	5-	"	R	13068	"	8-	"	QQ
12996	"	2-	"	Z	13070	"	7-	"	QQ
12996A	"	6-	"	Z	13072	"	6-	"	QQ
12997	"	6-	"	R	13074	"	5-	"	QQ
12998	"	1-	"	Z	13076	"	4-	"	QQ
12998A	"	5-	"	Z	13078	"	3-	"	QQ
13002	"	2-	"	CC	13080	"	2-	"	QQ
13002A	"	4-	"	CC	13082	"	1-	"	QQ
13004	"	1-	"	CC	13084	"	8-	"	PP
13004A	"	3-	"	CC	13086	"	7-	"	PP
13006	"	6-	"	BB	13088	"	6-	"	PP
13006A	"	12-	"	BB	13090	"	5-	"	PP
13008	"	5-	"	BB	13092	"	4-	"	PP
13008A	"	11-	"	BB	13094	"	3-	"	PP
13010	"	4-	"	BB	13096	"	2-	"	PP
13010A	"	10-	"	BB	13098	"	1-	"	PP
13012	"	3-	"	BB	13100	"	11-	"	OO
13012A	"	9-	"	BB	13102	"	10-	"	OO
13014	"	2-	"	BB	13104	"	9-	"	OO
13014A	"	8-	"	BB	13106	"	8-	"	OO
13016	"	1-	"	BB	13108	"	7-	"	OO
13016A	"	7-	"	BB	13110	"	6-	"	OO

13112	Unit#	5-	BLDG.#	OO	13218	Unit#	15-	BLDG.#	KK
13114	"	4-	"	OO	13220	"	14-	"	KK
13116	"	3-	"	OO	13222	"	13-	"	KK
13118	"	2-	"	OO	13224	"	12-	"	KK
13120	"	1-	"	OO	13226	"	11-	"	KK
13122	"	11-	"	NN	13228	"	10-	"	KK
13124	"	10-	"	NN	13230	"	9-	"	KK
13126	"	9-	"	NN	13232	"	8-	"	KK
13128	"	8-	"	NN	13234	"	7-	"	KK
13130	"	7-	"	NN	13236	"	6-	"	KK
13132	"	6-	"	NN	13238	"	5-	"	KK
13134	"	5-	"	NN	13240	"	4-	"	KK
13136	"	4-	"	NN	13242	"	3-	"	KK
13138	"	3-	"	NN	13244	"	2-	"	KK
13140	"	2-	"	NN	13246	"	1-	"	KK
13142	"	1-	"	NN	13248	"	22-	"	JJ
13144	"	19-	"	MM	13250	"	21-	"	JJ
13146	"	18-	"	MM	13252	"	20-	"	JJ
13148	"	17-	"	MM	13254	"	19-	"	JJ
13150	"	16-	"	MM	13256	"	18-	"	JJ
13152	"	15-	"	MM	13258	"	17-	"	JJ
13154	"	14-	"	MM	13260	"	16-	"	JJ
13156	"	13-	"	MM	13262	"	15-	"	JJ
13158	"	12-	"	MM	13264	"	14-	"	JJ
13160	"	11-	"	MM	13266	"	13-	"	JJ
13162	"	10-	"	MM	13268	"	12-	"	JJ
13164	"	9-	"	MM	13270	"	11-	"	JJ
13166	"	8-	"	MM	13272	"	10-	"	JJ
13168	"	7-	"	MM	13274	"	9-	"	JJ
13170	"	6-	"	MM	13276	"	8-	"	JJ
13172	"	5-	"	MM	13278	"	7-	"	JJ
13174	"	4-	"	MM	13280	"	6-	"	JJ
13176	"	3-	"	MM	13282	"	5-	"	JJ
13178	"	2-	"	MM	13284	"	4-	"	JJ
13180	"	1-	"	MM	13286	"	3-	"	JJ
13182	"	18-	"	LL	13288	"	2-	"	JJ
13184	"	17-	"	LL	13290	"	1-	"	JJ
13186	"	16-	"	LL	13292	"	14-	"	II
13188	"	15-	"	LL	13294	"	13-	"	II
13190	"	14-	"	LL	13296	"	12-	"	II
13192	"	13-	"	LL	13298	"	11-	"	II
13194	"	12-	"	LL	13300	"	10-	"	II
13196	"	11-	"	LL	13302	"	9-	"	II
13198	"	10-	"	LL	13304	"	8-	"	II
13200	"	9-	"	LL	13306	"	7-	"	II
13202	"	8-	"	LL	13308	"	6-	"	II
13204	"	7-	"	LL	13310	"	5-	"	II
13206	"	6-	"	LL	13312	"	4-	"	II
13208	"	5-	"	LL	13314	"	3-	"	II
13210	"	4-	"	LL	13316	"	2-	"	II
13212	"	3-	"	LL	13318	"	1-	"	II
13214	"	2-	"	LL	13320	"	15-	"	HH
13216	"	1-	"	LL	13322	"	14-	"	HH

	Unit#		BLDG.#	
13324	13-			HH
13326	"	12-	"	HH
13328	"	11-	"	HH
13330	"	10-	"	HH
13332	"	9-	"	HH
13334	"	8-	"	HH
13336	"	7-	"	HH
13338	"	6-	"	HH
13340	"	5-	"	HH
13342	"	4-	"	HH
13344	"	3-	"	HH
13346	"	2-	"	HH
13348	"	1-	"	HH
13350	"	14-	"	GG
13352	"	13-	"	GG
13354	"	12-	"	GG
13356	"	11-	"	GG
13358	"	10-	"	GG
13360	"	9-	"	GG
13362	"	8-	"	GG
13364	"	7-	"	GG
13366	"	6-	"	GG
13368	"	5-	"	GG
13370	"	4-	"	GG
13372	"	3-	"	GG
13374	"	2-	"	GG
13376	"	1-	"	GG

EXHIBIT "E"

PHASE 1 - GEORGETOWN TOWNHOMES

<u>BUILDING LETTER AND UNIT NUMBER</u>	<u>MAXIMUM AND MINIMUM PERCENTAGES OF VALUE ASSIGNED</u>	
	<u>PHASE 1</u>	<u>PHASE 4</u>
<u>BUILDING A</u>		
A 1	1.149	.290
A 2	1.198	.302
A 3	1.271	.321
A 4	1.143	.289
A 5	1.213	.306
<u>BUILDING B</u>		
B 1	1.149	.290
B 2	1.205	.304
B 3	1.143	.289
B 4	1.271	.321
B 5	1.279	.322
B 6	1.213	.306
<u>BUILDING C</u>		
C 1	1.213	.306
C 2	1.279	.322
C 3	1.271	.321
C 4	1.124	.283
C 5	1.198	.302
C 6	1.143	.289
C 7	1.205	.304
C 8	1.271	.321
<u>BUILDING D</u>		
D 1	1.198	.302
D 2	1.124	.283
D 3	1.279	.322
D 4	1.213	.306
D 5	1.271	.321
D 6	1.143	.289
D 7	1.205	.304
D 8	1.149	.290
<u>BUILDING E</u>		
E 1	1.213	.306
E 2	1.279	.322
E 3	1.271	.321
E 4	1.124	.283
E 5	1.198	.302
E 6	1.143	.289
E 7	1.205	.304
E 8	1.271	.321
<u>BUILDING F</u>		
F 1	1.213	.306
F 2	1.279	.322
F 3	1.271	.321
F 4	1.124	.283
F 5	1.198	.302
F 6	1.143	.289
F 7	1.205	.304
F 8	1.271	.321

## EXHIBIT "E"

Page Two

<u>BUILDING LETTER AND UNIT NUMBER</u>	<u>MAXIMUM AND MINIMUM PERCENTAGES OF VALUE ASSIGNED</u>	
	<u>PHASE 1</u>	<u>PHASE 4</u>
<u>BUILDING G</u>		
G 1	.727	.184
G 2	.727	.184
G 3	.727	.184
G 4	.727	.184
G 5	.727	.184
G 6	.727	.184
G 7	.727	.184
G 8	.727	.184
<u>BUILDING H</u>		
H 1	.727	.184
H 2	.727	.184
H 3	.727	.184
H 4	.727	.184
H 5	.727	.184
H 6	.727	.184
H 7	.727	.184
H 8	.727	.184
<u>BUILDING I</u>		
I 1	.355	.090
I 2	.352	.089
I 3	.355	.090
I 4	.355	.090
I 5	.352	.089
I 6	.355	.090
I 7	.355	.090
I 8	.352	.089
I 9	.355	.090
I 10	.355	.090
I 11	.352	.089
I 12	.355	.090
<u>BUILDING J</u>		
J 1	.355	.090
J 2	.352	.089
J 3	.352	.089
J 4	.355	.090
J 5	.355	.090
J 6	.352	.089
J 7	.352	.089
J 8	.355	.090
J 9	.355	.090
J 10	.352	.089
J 11	.352	.089
J 12	.355	.090
J 13	.355	.090
J 14	.352	.089
J 15	.352	.089
J 16	.355	.090



## EXHIBIT "E"

Page Three

<u>BUILDING LETTER AND UNIT NUMBER</u>	<u>MAXIMUM AND MINIMUM PERCENTAGES OF VALUE ASSIGNED</u>	
--	--	--

BUILDING K

	<u>PHASE 1</u>	<u>PHASE 4</u>
K 1	.355	.090
K 2	.352	.089
K 3	.352	.089
K 4	.355	.090
K 5	.355	.090
K 6	.352	.089
K 7	.352	.089
K 8	.355	.090
K 9	.355	.090
K 10	.352	.089
K 11	.352	.089
K 12	.355	.090
K 13	.355	.090
K 14	.352	.089
K 15	.352	.089
K 16	.355	.090

BUILDING L

L 1	.522	.132
L 2	.522	.132
L 3	.522	.132
L 4	.522	.132
L 5	.522	.132
L 6	.522	.132
L 7	.522	.132
L 8	.522	.132

BUILDING M

M 1	.522	.132
M 2	.522	.132
M 3	.522	.132
M 4	.522	.132
M 5	.522	.132
M 6	.522	.132
M 7	.522	.132
M 8	.522	.132
M 9	.522	.132
M 10	.522	.132
M 11	.522	.132
M 12	.522	.132

BUILDING N

N 1	.522	.132
N 2	.522	.132
N 3	.522	.132
N 4	.522	.132
N 5	.522	.132
N 6	.522	.132
N 7	.522	.132
N 8	.522	.132

EXHIBIT "E"

Page Four

<u>BUILDING LETTER AND UNIT NUMBER</u>	<u>MAXIMUM AND MINIMUM PERCENTAGES OF VALUE ASSIGNED</u>	
<u>BUILDING O</u>	<u>PHASE 1</u>	<u>PHASE 4</u>
O 1	.522	.132
O 2	.522	.132
O 3	.522	.132
O 4	.522	.132
O 5	.522	.132
O 6	.522	.132
O 7	.522	.132
O 8	.522	.132
O 9	.522	.132
O 10	.522	.132
O 11	.522	.132
O 12	.522	.132
	<hr/>	<hr/>
TOTAL	<u>100.000</u>	25.265
	Phase 2 Unit Owners	22.183
	Phase 3 Unit Owners	24.080
	Phase 4 Unit Owners	<u>28.472</u>
	TOTAL	<u>100.000</u>

Note: Minimum Percentage Value Assigned to become effective only in the event all four (4) Phases are subjected to the condominium regime pursuant to the provisions of Article 30 of the Condominium Declaration.

153-01-0046

E952000

THE STATE OF TEXAS I  
COUNTY OF HARRIS I

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, GEORGETOWN LTD., a Texas Limited Partnership, (hereinafter referred to as "GEORGETOWN") is the owner of those two (2) certain tracts of land in Harris County, Texas, more particularly described on Exhibit "A" as Phases I, and II, attached hereto and made a part hereof for all purposes; and,

WHEREAS, H & S INVESTMENTS, a California General Partnership, (hereinafter referred to as "H & S") is the owner of those two (2) certain tracts of land in Harris County, Texas, more particularly described on Exhibit "A" as Phases III and IV, attached hereto and made a part hereof for all purposes; and

WHEREAS, GEORGETOWN and H & S own and operate an apartment project on the property described on Exhibit "A" and contemplate converting all or some of said phases into individual condominium units for sale to the general public; and,

WHEREAS, there have been constructed on the property described on Exhibit "A" facilities which could be used as swimming pools for residential units located on the property described on Exhibit "A" all in accordance with the terms and provisions as hereinafter set forth; said recreational facilities to be so used for the purpose of enhancing and protecting the value, desirability and attractiveness of the developments and improvements upon or to be placed upon the property described on Exhibit "A" as Phases I, II, III and IV, all in accordance with the following terms and conditions:

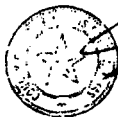
NOW, THEREFORE, GEORGETOWN and H & S, as the present owners of the properties described on Exhibit "A" as hereinabove specified, do by these presents place and impose the following covenants and conditions, which shall be deemed to be covenants running with the land for a period of their duration, upon each and all of the properties described on Exhibit "A" and it is agreed that all persons or parties claiming or having any interest in any of said properties through or under GEORGETOWN and H & S, their successors or assigns, shall be bound by these covenants and conditions.

No 100

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm, and having Microfilm Identification Number as stamped thereon, I hereby certify on

DEC 17 1976



R. E. LURRENTINE, JR.,  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Deputy

## 1.

The swimming pools shall, subject to the limitations, terms and provisions hereof, be for the common use, benefit and enjoyment, with full rights of ingress and egress, of each owner or tenant, during his respective occupancy, of any residential unit located on any part of the property described on Exhibit "A"; and the use, benefit and enjoyment, with full rights of ingress and egress of GEORGETOWN and H & S, their successors, assigns, guests and invitees during the ownership of all or part of Phases I, II, III and IV of GEORGETOWN and H & S, or their successors.

The term residential unit shall mean any and all structures, whether apartments or individually owned condominium units, designed for residential use and occupied, or to be occupied, exclusively as a residence on Phases I, II, III and IV. If any structure contains more than one (1) apartment or condominium unit, then each apartment or condominium unit in such multi-unit structure shall be considered as a separate residential unit.

## 2.

The rights and privileges of all entitled to use the swimming pools shall be subject to the terms, conditions and restrictions as follows:

MAINTENANCE, RIGHTS AND PRIVILEGES:

a. GEORGETOWN, or its successors, shall have the right and obligation to operate, maintain, repair, regulate, administer, improve and manage such swimming pools and shall have the sole right to determine what, if any, additional facilities shall be constructed or installed as well as when and how existing facilities shall be maintained and repaired, all expenses for same to be shared as indicated herein.

b. The rights and privileges of the owners or tenants residing in the residential units located on the property described in Exhibit "A" shall be subject to such reasonable rules and regulations as GEORGETOWN, or its successors, may, from time to time, prescribe for such use. Written copies of such rules and regulations shall be posted on bulletin boards, or other prominent places, or the swimming pools, or shall be furnished to owners or tenants in question as they initially occupy a residential unit entitled to use and benefit of the swimming pools. Such rules and regulations shall control the manner in which the swimming pools shall be used and enjoyed by all of the owners or tenants in the residential units and may be changed from time to time as GEORGETOWN, or its successors, shall solely determine.

- 2 -

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

This is a full, true, and correct photographic copy of the original record  
numbered \_\_\_\_\_, as the same is recorded in the  
Public Records of Real Property in my office and preserved  
in accordance with the provisions of the Act, and having a microfilm identification number as stamped  
thereon, I hereby certify.

DEC 17 1976



R. E. TURRENTINE, JR.  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Deputy

3.

EXPENSES:

All expenses of operation (including all real estate taxes) administration, accounting, legal, insuring, repairing and maintenances of the swimming pools shall be borne proportionately by the owners of all the residential units located on the property described on Exhibit "A" as Phases I, II, III and IV, which proportions shall be based upon percentages equivalent to the number of square feet within each residential unit divided by the total number of square feet within all residential units located on the property. GEORGETOWN, or its successors, shall keep, or cause to be kept, financial reports which will reflect the operating expenses to be shared hereunder.

4.

The covenants and agreements contained herein shall not grant any right to the general public to use, enjoy or go upon any of the lands described herein, or to use the swimming pools except as herein provided. The provisions hereof do not create any obligation whatsoever on the owners of the swimming pools to construct any additional improvements, or to install any additional facilities on the lands described in Exhibit "A".

5.

GEORGETOWN is in the process of converting the abovementioned apartment project into individual condominium units for sale as residential dwellings, and is establishing a highly restricted Condominium Regime to be known as GEORGETOWN TOWNHOMES. It is contemplated that all of the abovementioned Phases will be eventually included within such Condominium Regime and may be designated as the first, second, third or fourth, as the case may be, Phase of GEORGETOWN TOWNHOMES. Nothing contained herein shall be construed to represent or imply that GEORGETOWN and H & S, their successors or assigns, are under any obligation to add or annex any of the said Phases to said Condominium Regime.

6.

All of the rights of GEORGETOWN and H & S hereunder shall be freely assignable by written instrument and any assignee or successor hereunder shall be entitled to all rights hereby reserved or acquired by GEORGETOWN and H & S, and such assignee or successor shall be subject to all the terms hereof. Likewise, the provisions hereof shall be expressly binding upon the successors and assigns of GEORGETOWN and H & S, and the present

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS  
I, \_\_\_\_\_, County Clerk, do hereby certify that the foregoing is a true and correct photographic copy of the original record as the same is on file in the County Clerk's office in the County of Harris, State of Texas. Witness my hand and the seal of said office this \_\_\_\_\_ day of \_\_\_\_\_, 1976.  
\_\_\_\_\_  
County Clerk

DEC 17 1976

L. E. HUERTH, JR.,

County Clerk, TEXAS

Deputy

153-01-0049

and subsequent owners of the property described on Exhibit "A" as Phases I, II, III and IV, or any part thereof. The covenants and conditions herein contained shall extend and run for a period of ten (10) years, or until such time as all of the abovementioned Phases shall have been included within such Condominium Regime, whichever occurs first.

BA MORTGAGE COMPANY, INC., as the owner and holder of liens upon the property described on Exhibit "A" as Phases I, II, III and IV, joins herein as lienholder for the purpose of expressing its consent to the establishment of the foregoing covenants and conditions on the property described on Exhibit "A" as Phases I, II, III and IV.

EXECUTED this the 3<sup>rd</sup> day of November, A. D., 1976.

ATTEST:

Joseph R. Banger  
Secretary

GEORGETOWN LTD.

BY: VINTAGE PROPERTIES SOUTHWEST, INC., <sup>6M</sup>  
General Partner

BY: Paula Dodd Emery  
Vice-President

H & S INVESTMENTS

BY: Joseph R. Banger  
General Partner

BY: Michael L. Humphreys  
General Partner

ATTEST:

159R  
Assistant Secretary

BA MORTGAGE COMPANY, INC.

BY: Ann L. Stovall  
Vice-President

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm, and having Microfilm Identification Number as stamped thereon, I hereby certify on

DEC 17 1976



R. E. TURBENTINE, JR.,  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

[Signature]  
Deputy

153-01-0050

THE STATE OF Texas X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Sando Dodd Emery, Vice-President of VINTAGE PROPERTIES SOUTHWEST, INC., General Partner of GEORGETOWN LTD., a Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation and partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of November A. D., 1976.

Diane L. [Signature]  
Notary Public in and for Harris County, Texas

THE STATE OF Texas X  
COUNTY OF HARRIS X


BEFORE ME, the undersigned authority, on this day personally appeared Joseph R. Seiger, General Partner of H & S INVESTMENTS, a California General Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of November A. D., 1976.

Diane L. [Signature]  
Notary Public in and for Harris County, Texas

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS  
The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm, and having Microfilm Identification Number as stamped thereon, I hereby certify on

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R. E. TURBENTINE, JR.,  
COUNTY CLERK  
HARRIS COUNTY, TEXAS  
[Signature]  
Deputy

153-01-0051

THE STATE OF TX  
COUNTY OF HARRIS TX

BEFORE ME, the undersigned authority, on this day personally appeared Michael S. Humphrey, General Partner of H & S INVESTMENTS, a California General Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of November, A. D., 1976.

John C. Marshall  
Notary Public in and for Harris  
County, Texas



THE STATE OF Texas TX  
COUNTY OF Dallas TX

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John P. Wagner Vice-President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said BA MORTGAGE COMPANY, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of November, A. D., 1976.

Lance Queen  
Notary Public in and for Dallas  
County, Texas

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

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DEC 17 1976



R. E. TURBENTINE, JR.,  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

[Signature]  
Deputy



EXHIBIT "A"  
LEGAL DESCRIPTION  
FOR  
PHASE I - GEORGETOWN TOWNHOME #53-01-0052

Being 8.0384 acres out of the Georgetown Section One Survey as recorded in Volume 142, Page 52 of Record of Maps of Harris County, Texas described as follows:

Beginning at the most south easterly corner of said land, said corner also being on the westerly line of West Belt Drive, 150 feet wide, as shown on said map; thence along the southerly, westerly and northerly boundary lines of said land by the following courses: North  $89^{\circ} 29' 46''$  West 1677.27 feet; thence North  $0^{\circ} 33' 6''$  East 493.49 feet; thence North  $59^{\circ} 44' 17''$  East 14.84 feet; thence South  $39^{\circ} 54' 13''$  East 197.20 feet to a point on a curve concave to the south west and having a radius of 40.00 feet; thence easterly along said curve through a central angle of  $135^{\circ} 17' 46''$  an arc distance of 94.45 feet; thence leaving said curve: South  $47^{\circ} 45' 00''$  East 43.00 feet to a tangent curve concave to the north east and having a radius of 226.00 feet; thence south easterly along said curve through a central angle of  $22^{\circ} 05' 19''$  an arc distance of 87.13 feet; thence leaving said boundary lines and curve:

South  $41^{\circ} 20' 08''$  West 10.69 feet to a point on the northerly line of a private street 28 feet wide, as shown on said map, said point also being on a curve concave to the north east and having a radius of 236.00 feet; thence south easterly along said northerly line and curve through a central angle of  $11^{\circ} 50' 56''$  an arc distance of 48.81 feet; thence tangent from said curve South  $80^{\circ} 45' 00''$  East 151.66 feet to a point on the north westerly line of Trail Hollow Drive, a public street, as shown on said map, said point also being on a curve concave to the South and having a radius of 60.00; thence easterly along said north westerly line and curve through a central angle of  $136^{\circ} 40' 32''$  an arc distance of 143.13 feet to a point of reverse curvature with a curve concave to the north east and having a radius of 15.00 feet; thence south easterly along said

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STATE OF TEXAS  
COUNTY OF HARRIS

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R. E. TURRENTINE, JR.,  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*[Signature]*  
Deputy

153-01-0053

curve through a central angle of  $68^{\circ} 54' 54''$  an arc distance of 18.04 feet; thence tangent from said curve South  $89^{\circ} 29' 46''$  East 146.42 feet; thence crossing said Trail Hollow Drive at right angle South  $0^{\circ} 30' 14''$  West 60.00 feet; thence leaving said drive and continuing South  $0^{\circ} 30' 14''$  West 1.41 feet; thence South  $89^{\circ} 29' 46''$  East 676.02 feet to a point on the westerly line of a private street as shown on said map, said point also being on the southerly terminus of a curve concave to the south west and having a radius of 15.00 feet; thence northerly along said westerly line and curve through a central angle of  $67^{\circ} 33' 13''$  an arc distance of 17.69 feet to a point of reverse curvature with a curve concave to the East and having a radius of 40.00 feet; thence northerly along said curve through a central angle of  $124^{\circ} 22' 12''$  an arc distance of 86.83 feet to a point of reverse curvature with a curve concave to the north west and having a radius of 15.00 feet; thence northerly along said curve through a central angle of  $58^{\circ} 10' 44''$  an arc distance of 15.23 feet; thence tangent from said curve North  $0^{\circ} 51' 30''$  West 164.24 feet (163.29 feet, Record) to a point on the southerly line of the before mentioned Trail Hollow Drive said point also being on a curve concave to the South and having a radius of 600.00 feet; thence Easterly along said southerly line and curve through a central angle of  $2^{\circ} 41' 20''$  an arc distance of 28.16 feet to a point of reverse curvature with a curve concave to the North and having a radius of 600.00 feet; thence easterly along said curve through a central angle of  $7^{\circ} 24' 08''$  an arc distance of 77.52 feet; thence North  $89^{\circ} 08' 30''$  East 67.79 feet; thence South  $48^{\circ} 14' 49''$  East 14.73 feet to a point on the before mentioned westerly line of the West Bolt Drive, said point also being on a curve concave to the East and having a radius of 1,145.92 feet; thence southerly along said westerly line and curve through a central angle of  $7^{\circ} 02' 48''$  an arc distance of 140.93 feet to a point of reverse curvature with a curve concave to the West and having a radius of 1,145.92 feet;

**CERTIFIED COPY CERTIFICATE**  
STATE OF TEXAS  
COUNTY OF HARRIS

This is a full, true, and correct photographic copy of the original record and in my books, cards, and files, and is certified to the Official Public Records of said county, in my office and preserved on Microfilm, and having Assessor Identification Number as stamped thereon, I hereby certify on

DEC 17 1976

R. B. THORNTINE, JR.,  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



Deputy

153-01-0054

thence Southerly along said curve through a central angle of  
11° 59' 24" an arc distance of 239.81 feet to the point of  
beginning.

Excepting there from all those portions of Wax Myrtle Lane  
and Trail Hollow Drive as dedicated for public use and shown  
on said map of Georgetown Section One.

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record  
now in my lawful custody and control. It is recorded in the  
Official Public Records of Real Property in my office and preserved  
on Microfilm, and having Microfilm Identification Number as stamped  
thereon, I hereby certify on

DEC 17 1976



R. E. TUBRENTINE, JR.  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*[Signature]*  
Deputy

LEGAL DESCRIPTION  
FOR  
PHASE II - GEORGETOWN TOWNHOMES

Being 7.6065 acres out of the Georgetown Section One Survey as recorded in Volume 142, Page 52 of Record of Maps of Harris County, Texas, described as follows:

Beginning at the most Northeasterly corner of said land, said point also being on the Northerly line of Trail Hollow Drive, as shown on said map; thence westerly along the Northerly line of said land and drive South  $43^{\circ} 48' 05''$  West 14.18 feet; thence South  $89^{\circ} 08' 30''$  West 64.40 feet to a tangent curve concave to the South and having a radius of 600.00 feet; thence Westerly along said curve through a central angle of  $7^{\circ} 24' 08''$  an arc distance of 77.52 feet to a point of reverse curvature with a curve concave to the North and having a radius of 600.00 feet; thence Westerly along said curve through a central angle of  $7^{\circ} 24' 08''$  an arc distance of 77.52 feet to a point of compound curvature with a curve concave to the North and having a radius of 540.00 feet; thence Westerly along said curve through a central angle of  $18^{\circ} 21' 44''$  an arc distance of 173.06 feet; thence tangent from said curve North  $72^{\circ} 29' 46''$  West 139.77 feet to a tangent curve concave to the North East and having a radius of 15.00 feet; thence Northwesterly along said curve through a central angle of  $58^{\circ} 02' 34''$  an arc distance of 15.20 feet to a point of reverse curvature with a curve concave to the South and having a radius of 60.00 feet; thence Westerly along said curve through a central angle of  $148^{\circ} 52' 22''$  an arc distance of 155.90 feet to a point on said curve, said point also being on the Northerly line of a private street, 28 feet wide; thence leaving said Trail Hollow Drive along said Northerly line and the arc of a curve concave to the North and having a radius of 186.00 feet, through a central angle of  $13^{\circ} 11' 18''$  an arc distance of 42.79 feet; thence tangent

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STATE OF TEXAS  
COUNTY OF HARRIS

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R. E. TURRENTINE, JR.,  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Deputy

153-01-0056

from said curve North  $70^{\circ} 27' 00''$  West 351.94 feet; thence leaving said Northerly line South  $27^{\circ} 47' 54''$  West 263.29 feet; thence South  $41^{\circ} 20' 08''$  West 227.88 feet to a point on the Northerly line of Georgetown Townhomes, Phase I; thence along said Northerly line and continuing South  $41^{\circ} 20' 08''$  West 10.69 feet to a point on the northerly line of a private street 28 feet wide, as shown on said map, said point also being on a curve concave to the north east and having a radius of 236.00 feet; thence south easterly along said northerly line and curve through a central angle of  $11^{\circ} 50' 56''$  an arc distance of 48.81 feet; thence tangent from said curve South  $89^{\circ} 43' 00''$  East 151.66 feet to a point on the north westerly line of Trail Hollow Drive, a public street, as shown on said map, said point also being on a curve concave to the South and having a radius of 60.00; thence easterly along said north westerly line and curve through a central angle of  $136^{\circ} 40' 32''$  an arc distance of 143.13 feet to a point of reverse curvature with a curve concave to the north east and having a radius of 15.00 feet; thence south easterly along said curve through a central angle of  $68^{\circ} 54' 54''$  an arc distance of 18.04 feet; thence tangent from said curve South  $89^{\circ} 29' 46''$  East 146.42 feet; thence crossing said Trail Hollow Drive at right angle South  $0^{\circ} 30' 14''$  West 60.00 feet; thence leaving said drive and continuing South  $0^{\circ} 30' 14''$  West 1.41 feet; thence South  $89^{\circ} 29' 46''$  East 676.02 feet to a point on the westerly line of a private street as shown on said map, said point also being on the southerly terminus of a curve concave to the south west and having a radius of 15.00 feet; thence northerly along said westerly line and curve through a central angle of  $67^{\circ} 33' 13''$  an arc distance of 17.69 feet to a point of reverse curvature with a curve concave to the East and having a radius of 40.00 feet; thence northerly along said curve through a central angle of  $124^{\circ} 22' 12''$  an arc distance of 86.83 feet to a point of reverse curvature with a curve concave to the north west

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STATE OF TEXAS  
COUNTY OF HARRIS

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DEC 17 1976



R. E. TURRENTINE, JR.,  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*[Signature]*  
Deputy

153-01-0057

and having a radius of 15.00 feet; thence northerly along said curve through a central angle of  $58^{\circ} 10' 44''$  an arc distance of 15.23 feet; thence tangent from said curve North  $0^{\circ} 51' 30''$  West 164.24 feet (163.29 feet, Record) to a point on the southerly line of the before mentioned Trail Hollow Drive said point also being on curve concave to the South and having a radius of 600.00 feet; thence Easterly along said southerly line and curve through a central angle of  $2^{\circ} 41' 20''$  an arc distance of 28.16 feet to a point of reverse curvature with a curve concave to the North and having a radius of 600.00 feet; thence easterly along said curve through a central angle of  $7^{\circ} 27' 08''$  an arc distance of 77.52 feet; thence North  $89^{\circ} 08' 30''$  East 67.79 feet; thence South  $48^{\circ} 14' 49''$  East 14.73 feet to a point on the westerly line of West Belt Drive, as shown on said map, said point also being on a curve concave to the East and having a radius of 1,145.92 feet; thence Northerly along said westerly line and curve through a central angle of  $4^{\circ} 56' 36''$  an arc distance of 98.88 feet; thence tangent from said curve North  $0^{\circ} 51' 30''$  West 1.30 feet to the point of beginning.

Excepting there from all that portion of Trail Hollow Drive as dedicated for public use and shown on said map of Georgetown Section One.

**CERTIFIED COPY CERTIFICATE**  
 STATE OF TEXAS  
 COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and care. The same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm, and having Microfilm Identification Number as stamped thereon, I hereby certify on

DEC 17 1976

R. E. TURRENINE, JR.,  
 COUNTY CLERK  
 HARRIS COUNTY, TEXAS



*[Handwritten Signature]*  
 Deputy

153-01-0058

EXHIBIT "A"

LEGAL DESCRIPTION  
FOR  
PHASE III - GEORGETOWN TOWNHOMES

Being 8.9373 acres out of the Georgetown Section Two survey as recorded  
in Volume 147, Page 70 of Record of Maps of Harris County, Texas, described  
as follows:

Beginning at the most westerly corner of said land; thence  
Easterly along the Southerly line of said land, South 39°  
54' 13" East 197.20 feet to a point on a curve concave to  
the South West and having a radius of 40.00 feet; thence  
Easterly along said curve through a central angle of  
135° 17' 46" an arc distance of 94.45 feet; thence leaving  
said curve: South 47° 45' 00" East 43.00 feet to a tangent  
curve concave to the North East and having a radius of  
226.00 feet; thence South Easterly along said curve  
through a central angle of 22° 05' 19" an arc distance of  
87.13 feet; thence North 41° 20' 08" East 227.88 feet;  
thence North 27° 47' 54" East 263.29 feet; thence South  
70° 27' 00" East 351.94 feet to a tangent curve concave to  
the North and having a radius of 186.00; thence Easterly  
along said curve through a central angle of 13° 11' 18"  
an arc distance of 42.79 feet to a point on the Northerly  
line of Trail Hollow Drive as shown on said map said  
point also being on a curve concave South Easterly and  
having a radius of 60.00 feet; thence North Easterly along  
said Northerly Line and curve through a central angle of  
67° 18' 10" an arc distance of 70.48 feet to a point on said  
curve, said point also being on the centerline of a  
private street, 28 feet wide; thence leaving said Northerly  
line along said centerline and the arc of a curve concave  
to the East and having a radius of 871.19 feet, through  
a central angle of 6° 34' 10" an arc distance of 99.89  
feet; thence tangent from said curve North 0° 33' 00" East  
176.98 feet; thence leaving said centerline North 33° 32'  
37" East 40.00 feet to a tangent curve concave to the

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record  
now in my lawful custody and possession, as the same is recorded in the  
Official Public Records of Real Property in my office and preserved  
in accordance with the provisions of the Act of the Legislature of the State of  
Texas, and having the identification number as stamped  
thereon, I hereby certify on

DEC 17 1976

R. E. LAURENTINE, JR.  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



*[Signature]*  
Deputy

153-01-0059

Northward and having a radius of 50.65 feet; thence  
Northwesterly along said curve through a central angle  
of  $32^{\circ} 59' 37''$  an arc distance of 29.16 feet; thence  
tangent from said curve North  $0^{\circ} 33' 00''$  East 123.87 feet  
to the Northerly line of said land; thence Westerly and  
Southwesterly along the Northerly and Northwesterly lines  
of said land by the following courses:

North  $89^{\circ} 27' 00''$  West 381.22 Feet;  
South  $32^{\circ} 33' 11''$  West 58.43 Feet;  
South  $67^{\circ} 39' 29''$  West 122.01 Feet;  
South  $44^{\circ} 40' 48''$  West 138.01 Feet;  
South  $80^{\circ} 32' 32''$  West 106.25 Feet;  
South  $6^{\circ} 53' 44''$  West 123.60 Feet;  
South  $45^{\circ} 24' 58''$  West 73.98 Feet;  
South  $35^{\circ} 24' 18''$  West 67.20 Feet;  
South  $71^{\circ} 46' 10''$  West 110.85 Feet;  
South  $59^{\circ} 44' 17''$  West (South  $59^{\circ}$   
 $41' 25''$  West Record) 98.76 Feet to the  
point of beginning.

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record  
now in my lawful custody and possession, as the same is recorded in the  
Official Public Records of Real Property in my office and Preserved  
on Microfilm, and having Microfilm Identification Number as stamped  
thereon, I hereby certify on

DEC 17 1976

R. E. THRENTINE, JR.,  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



*[Signature]*  
Deputy



EXHIBIT "A"

LEGAL DESCRIPTION  
FOR  
PHASE IV - GEORGETOWN TOWNHOMES

153-01-0060

Being 7.4635 acres out of the Georgetown Section Two Survey as Recorded in volume 147, Page 70 of Record of Maps of Harris County, Texas, Described as follows:

Beginning at the most South Easterly corner of said land, said point also being on the Northerly line of Trail Hollow Drive, as shown on said map; thence westerly along the Northerly line of said land and drive South  $43^{\circ} 48' 05''$  West 14.18 feet; thence South  $89^{\circ} 08' 30''$  West 64.40 feet to a tangent curve concave to the South and having a radius of 600.00 feet; thence westerly along said curve through a central angle of  $7^{\circ} 24' 08''$  an arc distance of 77.52 feet to a point of reverse curvature with a curve concave to the North and having a radius of 600.00 feet; thence westerly along said curve through a central angle of  $7^{\circ} 24' 08''$  an arc distance of 77.52 feet to a point of compound curvature with a curve concave to the North and having a radius of 540.00 feet; thence Westerly along said curve through a central angle of  $18^{\circ} 21' 44''$  an arc distance of 173.06 feet; thence tangent from said curve North  $72^{\circ} 29' 46''$  West 139.77 feet to a tangent curve concave to the Northeast and having a radius of 15.00 feet; thence Northwesterly along said curve through a central angle of  $58^{\circ} 02' 34''$  an arc distance of 15.20 feet to a point of reverse curvature with a curve concave to the South and having a radius of 60.00 feet; thence Westerly along said curve through a central angle of  $81^{\circ} 34' 12''$  an arc distance of 85.42 feet to a point on said curve, said point also being on the centerline of a private street, 28 feet wide; thence leaving said Northerly line along said centerline and the arc of a curve concave to the East and having a radius of 871.19 feet, through a central angle of  $6^{\circ} 34' 10''$  an arc distance of 99.89 feet; thence tangent from said curve

CERTIFIED TRUE COPY  
STATE OF TEXAS  
COUNTY OF HARRIS

The above is a true and correct non-graphic copy of the original record now on file in my office and the same is recorded in the Official Public Records of Harris County, Texas, and preserved on 35mm film, and being otherwise identification Number as stamped thereon, I hereby certify.

DEC 17 1976

R. E. FLURENTINE, JR.,  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



*[Signature]*  
Deputy

153-01-0061

North 0° 33' 00" East 176.98 feet; thence leaving said centerline North 33° 32' 37" East. 40.00 feet to a tangent curve concave to the Northwest and having a radius of 50.65 feet; thence North Easterly along said curve through a central angle of 32° 59' 37" an arc distance of 29.16 feet; thence tangent from said curve North 0° 33' 00" East 123.87 feet to the Northerly line of said land; thence Easterly and Southerly along the Northerly and Easterly lines of said land by the following courses:

South 89° 27' 00" East 570.03 Feet;

South 0° 50' 30" East (South 0° 50' 31" East Record) 556.49 Feet to the point of beginning

153-01-0061

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

The above is a full, true, and correct photographic copy of the original record now in my lawful custody, and the same is recorded in the Official Public Records of Real Property in my office and preserved on Microfilm, and having Microfilm Identification Number as stamped thereon, I hereby certify on

DEC 17 1976



R. E. TURRENTINE, JR.,  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*[Handwritten Signature]*  
Deputy

153-01-0062

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me and was duly RECORDED in the Official  
Public Records of said County of Harris County, Texas on

NOV 12 1976



*Petermonte*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

NOV 12 11:50 PM 1976  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF HARRIS

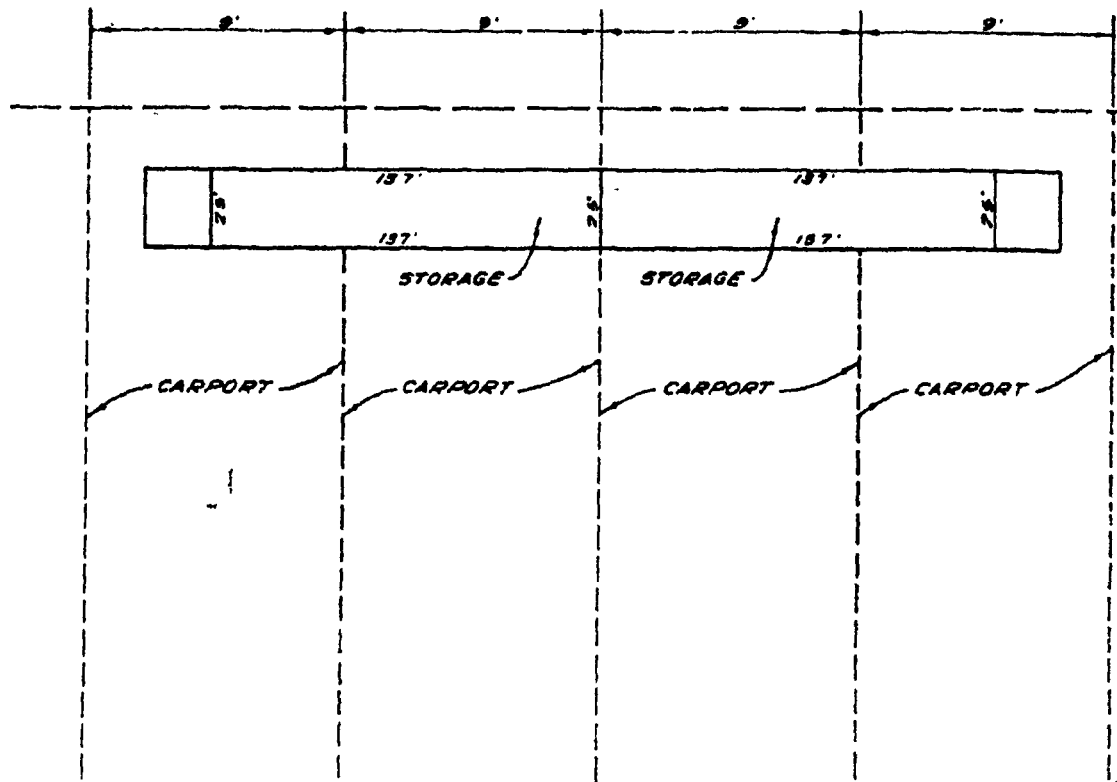
The above is a full, true, and correct photographic copy of the original record  
now in the public records of Harris County, Texas, as the same is recorded in the  
Official Public Record of said County in my office and preserved  
on Microfilm, and having Microfilm Identification Number as stamped  
thereon, I hereby certify on

DEC 17 1976

R. E. TURRENTINE, JR.,  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



*[Signature]*  
Deputy



TYPICAL GARPORT & STORAGE  
TYPE II

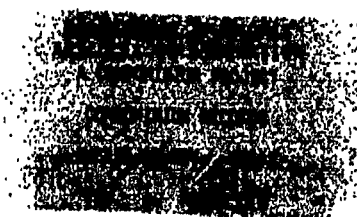
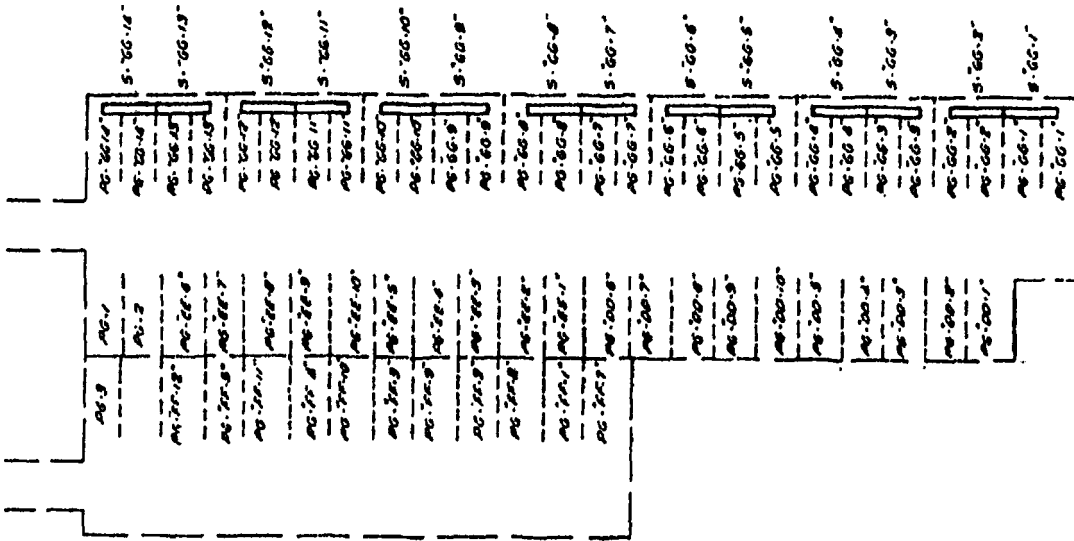
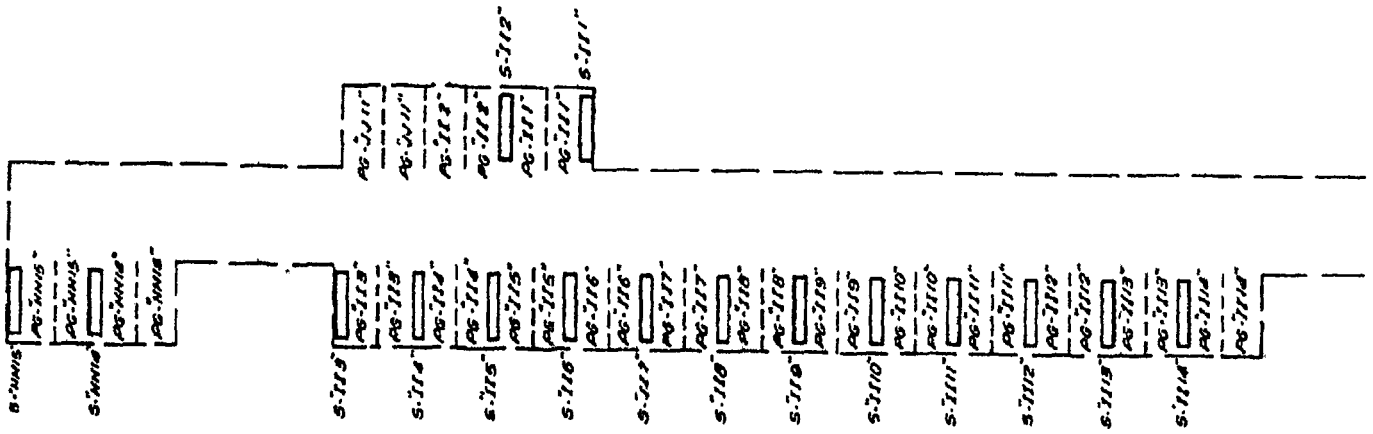


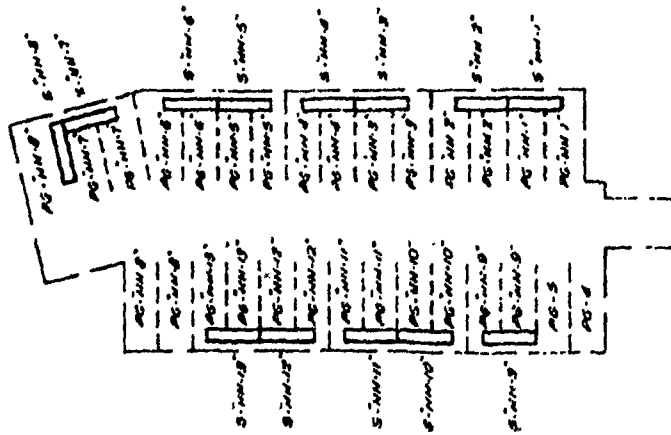
EXHIBIT "B-4"  
 DIAGRAMMATIC FLOOR PLANS  
 OF  
 PHASE 3  
**GEORGETOWN TOWNHOMES**  
 A CONDOMINIUM PROJECT  
 HOUSTON, TEXAS  
 CONDOMINIUM RECORDS  
 HARRIS COUNTY, TEXAS  
 VOL. \_\_\_\_\_ PAGE \_\_\_\_\_



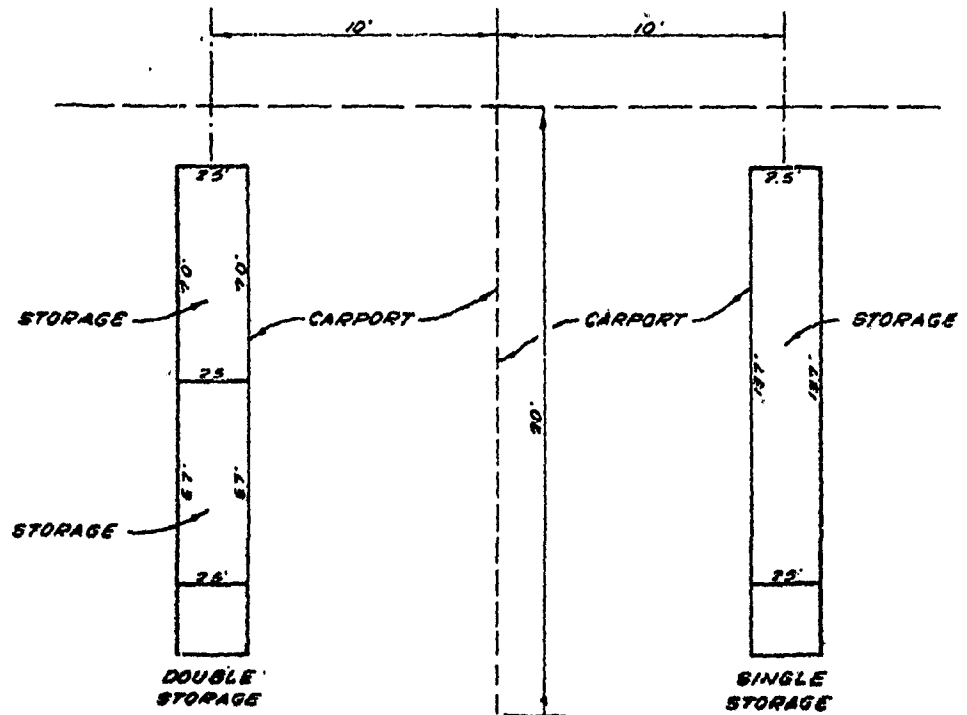
CARPORT NO. 1, NO. 2 & NO. 3



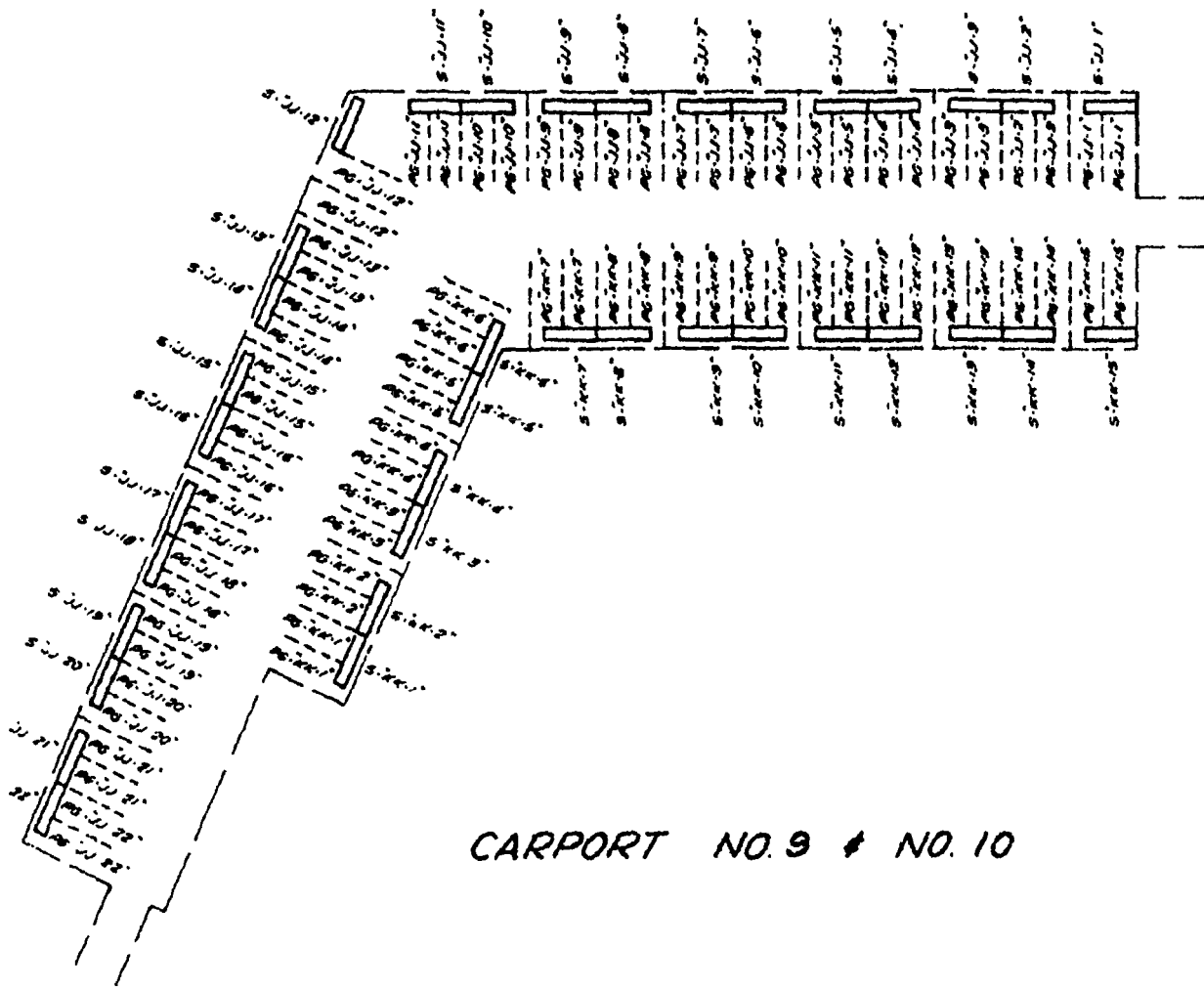
CARPORT NO. 6, NO. 7 & NO. 8



CARPORT NO. 4 & NO. 5



TYPICAL CARPORT & STORAGE  
TYPE I



CARPORT NO. 9 + NO. 10



ARTICLES OF ANNEXATION

FILED

TO

JUN 22 11 22 AM 1979

GEORGETOWN TOWNHOMES

*Quita B. Beckman*  
 COUNTY CLERK  
 HARRIS COUNTY, TEXAS

WHEREAS, by that certain instrument entitled "Condominium Declaration for GEORGETOWN TOWNHOMES", dated November 3, 1976, recorded under Harris County Clerk's File No. E-952001, in Volume 30, Page 82, et seq. of the Condominium Records of Harris County, Texas, (hereinafter referred to as "Condominium Declaration"), GEORGETOWN LTD., a Texas Limited Partnership, declared and published its intention and desire to submit, and did submit, the land and premises described in Exhibit "A-1" attached thereto, and all improvements thereon, to the provisions of the Condominium Act of the State of Texas for the specific purpose of creating and establishing GEORGETOWN TOWNHOMES as a condominium regime, and for the further purpose of defining the plan of apartment ownership and imposing thereon certain restrictive and protective covenants for the benefit of said condominium regime; and

WHEREAS, Article 30, ANNEXATION, of said Condominium Declaration provides as follows:

"Declarant hereby declares that it contemplates that at a future time or times, the condominium project may (but shall not be required to) be expanded by adding thereto additional parcels comprising the remainder of the above-mentioned Georgetown Apartment Complex. Said real property may contain a contemplated additional 312 condominium units, although the exact number may vary due to design or planning changes which may hereafter occur. Such additional property, designated Phases 2, 3 and 4 on Exhibit "C" attached hereto, may be annexed in whole or part, from time to time, and at more than one time, in order that such additional property become a part of the condominium project described and defined in this Declaration, which annexation and addition may be accomplished within five (5) years from the date of recordation of this Declaration, without the assent of the Association or its members or their mortgagees. The provisions of this Article 30 shall become effective upon, but not before the recording in the office of the County Clerk of Harris County, Texas, within five (5) years from the date of recordation of this Declaration, a certificate signed and acknowledged by Declarant and the owners of Phases 2, 3 and 4, if other than Declarant, which certificate describes the real property which then constitutes the condominium project, refers to this Declaration, and declares that it is desired and intended that the provisions of this Article 30 shall become effective and, therefore, that this Declaration shall apply to and affect the property described in this certificate. The certificate so recorded shall also specify the number



of condominium units which are being added and annexed to the project by reason of the recordation of the certificate. Declarant may cause to be recorded as many separate certificates as may be desired by Declarant, from time to time. Declarant further reserves the right, at any time and from time to time, without requesting or receiving the assent or consent of the then owners or their mortgagees of any portion of the real property with which this Declaration is concerned, to resubdivide, amend the subdivision map, modify, alter or otherwise change the legal or other status or configuration of the property to be annexed, to grant easements, and otherwise to take such actions as may be deemed necessary by Declarant to satisfactorily expand the condominium project. Each owner of a condominium in the project appoints Declarant as his attorney-in-fact for the purpose of effecting the foregoing; and the power herein granted to Declarant shall be and is a power coupled with an interest. Upon the recordation of such certificate(s) in compliance with the provisions of this Article 30, this Declaration shall further apply to and affect all of the real property described above and all of the property described in any such certificate(s) and the condominium project, all of the condominium units in the project (as so expanded and annexed), and their then future owners, with the same effect as if the property described in the certificate(s) were originally subject to the provisions of this Declaration. Thereupon, the powers and responsibilities of the Board of Managers created and established pursuant to the provisions of the Exhibit "D" By-Laws shall be co-extensive with regard to all property included within the project (as expanded), and the Board of Managers shall, pursuant to the provisions of this Declaration, constitute the Board of Managers for the project (as expanded), and the rights and obligations of all the condominium unit owners of the condominium units in the project shall be the same and identical to the rights and obligations of the condominium unit owners prior to the recordation of the certificate(s). The Board of Managers shall thereupon continue to maintain one maintenance fund for the collection and disbursement of monies as required and permitted hereby for the condominium project, and in all respects and meanings, the project (as expanded) shall be deemed to be a single condominium project for the purposes and in accordance with the provisions of this Declaration. Upon the annexation of additional property by the recordation of one or more such certificates, within the time and in accordance with the provisions of this Article 30, the ownership of the common areas and facilities shall automatically become, as to each condominium unit, a percentage interest equivalent to the number of square feet within each condominium unit divided by the total number of square feet within all condominium units in the condominium project after the annexation(s) is completed"; and

WHEREAS, by that certain instrument entitled "Articles of Annexation to GEORGETOWN TOWNHOMES", dated August 24, 1977, recorded under Harris County Clerk's File No. F-272008, in Volume 47, Page 19, et seq. of the Condominium Records of Harris County, Texas, Georgetown Ltd. did annex Phase 2 to said GEORGETOWN TOWNHOMES under and pursuant to the provisions of Article 30 of said Condominium Declaration; and

WHEREAS, by that certain instrument entitled "Articles of Annexation to GEORGETOWN TOWNHOMES", dated May 11, 1978, recorded under Harris County Clerk's File No. F-622058, in Volume 70, Page 110, et seq. of the Condominium Records of Harris County, Texas, Genstar Pacific Corporation did annex Phase 4 to said GEORGETOWN TOWNHOMES under and pursuant to the provisions of Article 30 of said Condominium Declaration; and

WHEREAS, GENSTAR PACIFIC CORPORATION is the owner of certain additional property within the area described in Exhibit "C" attached to said Condominium Declaration, which is more particularly described in Exhibit "A" attached hereto, and which is hereinafter referred to as Phase 3; and

WHEREAS, GENSTAR PACIFIC CORPORATION, as the owner of said Phase 3, desires to annex said Phase 3 to said GEORGETOWN TOWNHOMES, and to extend and include to said Phase 3, by such annexation all of the easements, covenants and conditions, restrictions, charges and all other applicable provisions of said Condominium Declaration.

NOW THEREFORE, GENSTAR PACIFIC CORPORATION, hereby annexes said Phase 3 to said GEORGETOWN TOWNHOMES under and pursuant to the provisions of Article 30 of said Condominium Declaration, and declares that all of the property comprising Phase 3 shall be held, sold and conveyed subject to the easements, restrictions, covenants, conditions, uses, limitations, obligations and charges contained in said Condominium Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property covered thereby and the improvements located thereon. Said property is hereby submitted to the jurisdiction of GEORGETOWN HOMEOWNERS ASSOCIATION, INC. with the same force and effect as if said property had been originally included in said Condominium Declaration as a part of the original condominium regime. The easements, covenants, restrictions, conditions, uses, limitations, obligations and charges of said Condominium Declaration shall be binding upon all parties having or acquiring any right, title or interest in said Phase 3, or any part thereof, and shall inure to the benefit of each owner thereof. Said Condominium Declaration is hereby amended in the following particulars:

1. The real property subject to this condominium regime is hereby divided into a total of four hundred fifty-five (455) fee simple estates consisting of four hundred fifty-five (455) separately designated town-houses.

GEORGETOWN TOWNHOMES  
ARTICLES OF ANNEXATION  
A CONDOMINIUM PROJECT  
CONDOMINIUM RECORDS  
HARRIS COUNTY, TEXAS  
VOL. 99 PAGE 117

2. Exhibit "E" (amended) attached hereto, reflects each unit owner's percentage undivided interest in the common elements constituting the condominium project, as herein expanded.
3. Any specific reference to Exhibits "A", "A-1", "B-1", "B-2", "B-3", "B-4", "B-5", "C", and "E" attached to said Condominium Declaration shall also refer to and include Exhibits "A", "A-1", "B-1", "B-2", "B-3", "B-4", "C", and "E" attached hereto.

The Condominium Declaration for the condominium regime known as GEORGETOWN TOWNHOMES recorded in Volume 30, Page 82, et seq. of the Condominium Records of Harris County, Texas, and the Articles of Annexation to GEORGETOWN TOWNHOMES recorded in Volume 47, Page 19, et seq., and Volume 70, Page 110, et seq. of the Condominium Records of Harris County, Texas, are hereby and all things ratified and confirmed and unaltered, except as herein amended.

GEORGETOWN LTD., the Declarant in the aforementioned Condominium Declaration, joins in the execution hereof for the purpose of evidencing its consent to the annexation of Phase 3 to GEORGETOWN TOWNHOMES.

IN WITNESS WHEREOF, the undersigned have duly executed these Articles of Annexation this the 29<sup>th</sup> day of May, A.D., 1979.

ATTEST:

Joseph E. McCligh  
 Secretary

ATTEST:

\_\_\_\_\_  
 Secretary

GEORGETOWN LTD.  
 By: BUILDERS RESOURCES CORPORATION, dba  
 VINTAGE PROPERTIES SOUTHWEST,  
 General Partner

BY: Joseph R. Seiger  
 Joseph R. Seiger, Vice President

GENSTAR PACIFIC INVESTMENTS, a division of  
 GENSTAR PACIFIC CORPORATION

BY: Michael E. Gresham  
 Michael E. Gresham, Vice President

BY: Michael E. Gresham  
 Michael E. Gresham, Vice President

THE STATE OF TEXAS |  
 COUNTY OF SAN MATEO |

BEFORE ME, the undersigned authority, on this day personally appeared Joseph R. Seiger, Vice-President of BUILDERS RESOURCES CORPORATION dba VINTAGE PROPERTIES SOUTHWEST, General Partner of GEORGETOWN LTD., a Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation and partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29<sup>th</sup> day of May, A.D., 1979.

Cordi Seibert  
 Notary Public in and for Harris County,  
 Texas: San Mateo County, California  
 Cordi Seibert



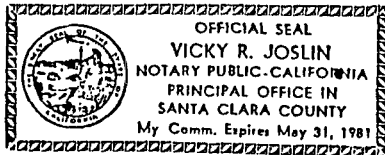
RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were present at the time the instrument was filed and recorded.

STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

BEFORE ME, the undersigned authority, on this day personally appeared Richard E. Garlinghouse and Michael G. Fleishman, Vice Presidents of Genstar Pacific Investments, a Division of Genstar Pacific Corporation, a California corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31st day of May, A.D., 1979.



*Vicky R Joslin*  
Notary Public in and for San Francisco  
County, California.  
*Vicky R Joslin*

CONSENT OF MORTGAGEE

The undersigned, BA MORTGAGE AND INTERNATIONAL REALTY CORPORATION, a Delaware corporation, whose corporate name has been changed from BA Mortgage Co., Inc. by Amendment to its Certificate of Incorporation duly filed in the office of the Secretary of State of Delaware and also in the office of the Secretary of State of Texas, being the owner and holder of an existing mortgage lien upon and against the land and property described in the foregoing Articles of Annexation, as such mortgagee and lienholder does hereby consent to said Articles of Annexation and the Exhibits attached thereto, and to the recording of same for submission of said land and property to the provisions and condominium regime of Article 1301a of the Texas Revised Civil Statutes.

This consent shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof, or impose any obligation or liability upon the undersigned to perform or discharge any covenants or obligations imposed upon the Declarant under said Articles of Annexation.

Signed and attested by the undersigned officers of said BA MORTGAGE AND INTERNATIONAL REALTY CORPORATION, hereunto authorized, this the 8th day of June, A.D., 1979.

ATTEST:

*W. J. [Signature]*  
Assistant Secretary

BA MORTGAGE AND INTERNATIONAL REALTY CORPORATION

BY: *Wayne Walker*  
*Wayne Walker, Ass. stant Vice-President*

THE STATE OF TEXAS |  
COUNTY OF DALLAS |

BEFORE ME, the undersigned authority, on this day personally appeared Wayne Walker, as 1st Vice-President of BA MORTGAGE AND INTERNATIONAL REALTY CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said BA MORTGAGE AND INTERNATIONAL REALTY CORPORATION, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of June, A.D., 1979.

GEORGETOWN TOWNHOMES  
ARTICLES OF ANNEXATION  
A CONDOMINIUM PROJECT  
CONDOMINIUM RECORDS  
HARRIS COUNTY, TEXAS  
VOL. 99 PAGE 110

*Marquet Reddy*  
Notary Public in and for Dallas County,  
TEXAS  
*Marquet Reddy*

## EXHIBIT "A-1"

LEGAL DESCRIPTION  
FOR

## PHASE 3 - GEORGETOWN TOWNHOMES

Being 8.9373 acres out of the Georgetown Section Two survey as recorded in Volume 147, Page 70 of Record of Maps of Harris County, Texas, described as follows:

Beginning at the most westerly corner of said land; thence Easterly along the Southerly line of said land, South  $39^{\circ} 54' 13''$  East 197.20 feet to a point on a curve concave to the South West and having a radius of 40.00 feet; thence Easterly along said curve through a central angle of  $135^{\circ} 17' 46''$  an arc distance of 94.45 feet; thence leaving said curve: South  $47^{\circ} 45' 00''$  East 43.00 feet to a tangent curve concave to the North East and having a radius of 226.00 feet; thence South Easterly along said curve through a central angle of  $22^{\circ} 05' 19''$  an arc distance of 87.13 feet; thence North  $41^{\circ} 20' 08''$  East 227.88 feet; thence North  $27^{\circ} 47' 54''$  East 263.29 feet; thence South  $70^{\circ} 27' 00''$  East 351.94 feet to a tangent curve concave to the North and having a radius of 186.00; thence Easterly along said curve through a central angle of  $13^{\circ} 11' 18''$  an arc distance of 42.79 feet to a point on the Northerly line of Trail Hollow Drive as shown on said map said point also being on a curve concave South Easterly and having a radius of 60.00 feet; thence North Easterly along said Northerly Line and curve through a central angle of  $67^{\circ} 18' 10''$  an arc distance of 70.48 feet to a point on said curve, said point also being on the centerline of a private street, 28 feet wide; thence leaving said Northerly line along said centerline and the arc of a curve concave to the East and having a radius of 871.19 feet, through a central angle of  $6^{\circ} 34' 10''$  an arc distance of 99.89 feet; thence tangent from said curve North  $0^{\circ} 33' 00''$  East 176.98 feet; thence leaving said centerline North  $33^{\circ} 32' 37''$  East 40.00 feet to a tangent curve concave to the

Northwest and having a radius of 50.65 feet; thence  
Northeasterly along said curve through a central angle  
of 32° 59' 37" an arc distance of 29.16 feet; thence  
tangent from said curve North 0° 33' 00" East 123.87 feet  
to the Northerly line of said land; thence Westerly and  
Southwesterly along the Northerly and Northwesterly lines  
of said land by the following courses:

North 89° 27' 00" West 381.22 Feet;  
South 32° 33' 11" West 58.43 Feet;  
South 67° 39' 29" West 122.01 Feet;  
South 44° 40' 48" West 138.01 Feet;  
South 80° 32' 32" West 106.25 Feet;  
South 6° 53' 44" West 123.60 Feet;  
South 45° 24' 58" West 73.98 Feet;  
South 35° 24' 18" West 67.20 Feet;  
South 71° 46' 10" West 110.85 Feet;  
South 59° 44' 17" West (South 59°  
41' 25" West Record) 98.76 Feet to the  
point of beginning.

EXHIBIT "E" (AMENDED)

PHASES 1, 2, 3 AND 4 - GEORGETOWN TOWNHOMES

<u>BUILDING LETTER AND UNIT NUMBER</u>	<u>PERCENTAGES OF VALUE ASSIGNED</u>
<u>BUILDING A</u>	
A-1	.289
A-2	.301
A-3	.320
A-4	.287
A-5	.305
<u>BUILDING B</u>	
B-1	.289
B-2	.303
B-3	.287
B-4	.320
B-5	.322
B-6	.305
<u>BUILDING C</u>	
C-1	.305-
C-2	.322
C-3	.320
C-4	.283
C-5	.301
C-6	.287
C-7	.303
C-8	.320
<u>BUILDING D</u>	
D-1	.301
D-2	.283
D-3	.322
D-4	.305
D-5	.320
D-6	.287
D-7	.303
D-8	.289
<u>BUILDING E</u>	
E-1	.305
E-2	.322
E-3	.320
E-4	.283
E-5	.301
E-6	.287
E-7	.303
E-8	.320
<u>BUILDING F</u>	
F-1	.305
F-2	.322
F-3	.320
F-4	.283
F-5	.301
F-6	.287
F-7	.303
F-8	.320

## EXHIBIT "E" (AMENDED)

Page Two

BUILDING LETTER AND UNIT NUMBERPERCENTAGES OF VALUE ASSIGNEDBUILDING G

G-1	.184
G-2	.184
G-3	.184
G-4	.184
G-5	.184
G-6	.184
G-7	.184
G-8	.184

BUILDING H

H-1	.184
H-2	.184
H-3	.184
H-4	.184
H-5	.184
H-6	.184
H-7	.184
H-8	.184

BUILDING I

I-1	.091
I-2	.091
I-3	.091
I-4	.091
I-5	.091
I-6	.091
I-7	.091
I-8	.091
I-9	.091
I-10	.091
I-11	.091
I-12	.091

BUILDING J

J-1	.091
J-2	.091
J-3	.091
J-4	.091
J-5	.091
J-6	.091
J-7	.091
J-8	.091
J-9	.091
J-10	.091
J-11	.091
J-12	.091
J-13	.091
J-14	.091
J-15	.091
J-16	.091

BUILDING K

K-1	.091
K-2	.091
K-3	.091
K-4	.091
K-5	.091

GEORGETOWN TOWNHOMES  
ARTICLES OF ANNEXATION

A CONDOMINIUM PROJECT

CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS

VOL. 99 PAGE 119



## EXHIBIT "E" (AMENDED)

Page Three

BUILDING LETTER AND UNIT NUMBERPERCENTAGES OF VALUE ASSIGNEDBUILDING K (cont'd)

K-6	.091
K-7	.091
K-8	.091
K-9	.091
K-10	.091
K-11	.091
K-12	.091
K-13	.091
K-14	.091
K-15	.091
K-16	.091

BUILDING L

L-1	.131
L-2	.131
L-3	.131
L-4	.131
L-5	.131
L-6	.131
L-7	.131
L-8	.131

BUILDING M

M-1	.131
M-2	.131
M-3	.131
M-4	.131
M-5	.131
M-6	.131
M-7	.131
M-8	.131
M-9	.131
M-10	.131
M-11	.131
M-12	.131

BUILDING N

N-1	.131
N-2	.131
N-3	.131
N-4	.131
N-5	.131
N-6	.131
N-7	.131
N-8	.131

BUILDING O

O-1	.131
O-2	.131
O-3	.131
O-4	.131
O-5	.131
O-6	.131
O-7	.131
O-8	.131
O-9	.131
O-10	.131
O-11	.131
O-12	.131

GEORGETOWN TOWNHOMES  
ARTICLES OF ANNEXATION

A CONDOMINIUM PROJECT  
CONDOMINIUM RECORDS

HARRIS COUNTY, TEXAS

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EXHIBIT "E" (AMENDED)

Page Four

BUILDING LETTER AND UNIT NUMBER

PERCENTAGES OF VALUE ASSIGNED

BUILDING P

P-1	.320
P-2	.303
P-3	.287
P-4	.301
P-5	.287
P-6	.320
P-7	.322
P-8	.305

BUILDING Q

Q-1	.287
Q-2	.320
Q-3	.287
Q-4	.305
Q-5	.320
Q-6	.289

BUILDING R

R-1	.287
R-2	.320
R-3	.287
R-4	.305
R-5	.320
R-6	.289

BUILDING S

S-1	.287
S-2	.320
S-3	.287
S-4	.303
S-5	.322
S-6	.301

BUILDING T

T-1	.184
T-2	.229
T-3	.214
T-4	.184
T-5	.184
T-6	.229
T-7	.214
T-8	.184

BUILDING U

U-1	.184
U-2	.230
U-3	.215
U-4	.184
U-5	.184
U-6	.229
U-7	.214
U-8	.184

BUILDING V

V-1	.184
V-2	.184
V-3	.184
V-4	.184

GEORGETOWN TOWNHOMES  
ARTICLES OF ANNEXATION  
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CONDOMINIUM RECORDS  
HARRIS COUNTY, TEXAS  
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## EXHIBIT "E" (AMENDED)

Page Five

BUILDING LETTER AND UNIT NUMBERPERCENTAGES OF VALUE ASSIGNEDBUILDING W

W-1	.184
W-2	.229
W-3	.214
W-4	.184
W-5	.184
W-6	.229
W-7	.214
W-8	.184

BUILDING X

X-1	.184
X-2	.230
X-3	.215
X-4	.184
X-5	.184
X-6	.229
X-7	.214
X-8	.184

BUILDING Y

Y-1	.184
Y-2	.184
Y-3	.214
Y-4	.184
Y-5	.184
Y-6	.229
Y-7	.214
Y-8	.184

BUILDING Z

Z-1	.184
Z-2	.230
Z-3	.215
Z-4	.184
Z-5	.184
Z-6	.229
Z-7	.214
Z-8	.184

BUILDING AA

AA-1	.131
AA-2	.131
AA-3	.131
AA-4	.131
AA-5	.131
AA-6	.131
AA-7	.131
AA-8	.133
AA-9	.133
AA-10	.133
AA-11	.133
AA-12	.131

BUILDING BB

BB-1	.131
BB-2	.133

## EXHIBIT "E" (AMENDED)

Page Six

BUILDING LETTER AND UNIT NUMBERPERCENTAGES OF VALUE ASSIGNEDBUILDING BB (cont'd)

BB-3	.133
BB-4	.133
BB-5	.133
BB-6	.131
BB-7	.131
BB-8	.133
BB-9	.133
BB-10	.133
BB-11	.133
BB-12	.131

BUILDING CC

CC-1	.184
CC-2	.184
CC-3	.184
CC-4	.184

BUILDING DD

DD-1	.138
DD-2	.136
DD-3	.141
DD-4	.140
DD-5	.136
DD-6	.138
DD-7	.136
DD-8	.141
DD-9	.140
DD-10	.136

BUILDING EE

EE-1	.141
EE-2	.138
EE-3	.141
EE-4	.136
EE-5	.140
EE-6	.141
EE-7	.138
EE-8	.141
EE-9	.136
EE-10	.140

BUILDING FF

FF-1	.136
FF-2	.141
FF-3	.140
FF-4	.136
FF-5	.141
FF-6	.138
FF-7	.136
FF-8	.141
FF-9	.140
FF-10	.136
FF-11	.141
FF-12	.138

## EXHIBIT "E" (AMENDED)

Page Seven

BUILDING LETTER AND UNIT NUMBERPERCENTAGES OF VALUE ASSIGNEDBUILDING GG

GG-1	.215
GG-2	.320
GG-3	.208
GG-4	.203
GG-5	.304
GG-6	.203
GG-7	.208
GG-8	.317
GG-9	.203
GG-10	.306
GG-11	.199
GG-12	.208
GG-13	.320
GG-14	.213

BUILDING HH

HH-1	.208
HH-2	.320
HH-3	.203
HH-4	.208
HH-5	.203
HH-6	.306
HH-7	.208
HH-8	.326
HH-9	.203
HH-10	.320
HH-11	.208
HH-12	.199
HH-13	.208
HH-14	.208
HH-15	.207

BUILDING II

II-1	.203
II-2	.306
II-3	.208
II-4	.203
II-5	.317
II-6	.203
II-7	.208
II-8	.303
II-9	.208
II-10	.203
II-11	.304
II-12	.199
II-13	.320
II-14	.208

BUILDING JJ

JJ-1	.208
JJ-2	.320
JJ-3	.208
JJ-4	.203
JJ-5	.306
JJ-6	.208
JJ-7	.203
JJ-8	.304
JJ-9	.208
JJ-10	.303

## EXHIBIT "E" (AMENDED)

Page Eight

BUILDING LETTER AND UNIT NUMBERPERCENTAGES OF VALUE ASSIGNEDBUILDING JJ (cont'd)

JJ-11	.208
JJ-12	.351
JJ-13	.203
JJ-14	.306
JJ-15	.208
JJ-16	.199
JJ-17	.317
JJ-18	.208
JJ-19	.203
JJ-20	.313
JJ-21	.208
JJ-22	.211

BUILDING KK

KK-1	.306
KK-2	.320
KK-3	.313
KK-4	.253
KK-5	.203
KK-6	.208
KK-7	.203
KK-8	.284
KK-9	.304
KK-10	.203
KK-11	.208
KK-12	.320
KK-13	.208
KK-14	.199
KK-15	.310

BUILDING LL

LL-1	.311
LL-2	.203
LL-3	.320
LL-4	.304
LL-5	.313
LL-6	.317
LL-7	.248
LL-8	.308
LL-9	.320
LL-10	.330
LL-11	.313
LL-12	.320
LL-13	.304
LL-14	.303
LL-15	.317
LL-16	.306
LL-17	.313
LL-18	.170

BUILDING MM

MM-1	.308
MM-2	.303
MM-3	.320
MM-4	.303
MM-5	.313
MM-6	.281
MM-7	.306
MM-8	.313

EXHIBIT "E" (AMENDED)

Page Nine

BUILDING LETTER AND UNIT NUMBER

PERCENTAGES OF VALUE ASSIGNED

BUILDING MM (cont'd)

MM-9	.317
MM-10	.304
MM-11	.303
MM-12	.320
MM-13	.302
MM-14	.302
MM-15	.317
MM-16	.306
MM-17	.313
MM-18	.320
MM-19	.308

BUILDING NN

NN-1	.317
NN-2	.313
NN-3	.306
NN-4	.303
NN-5	.320
NN-6	.304
NN-7	.313
NN-8	.320
NN-9	.313
NN-10	.317
NN-11	.306

BUILDING OO

OO-1	.320
OO-2	.304
OO-3	.313
OO-4	.317
OO-5	.306
OO-6	.313
OO-7	.317
OO-8	.306
OO-9	.303
OO-10	.320
OO-11	.304

BUILDING PP

PP-1	.306
PP-2	.313
PP-3	.306
PP-4	.320
PP-5	.313
PP-6	.304
PP-7	.320
PP-8	.304

BUILDING QQ

QQ-1	.317
QQ-2	.313
QQ-3	.306
QQ-4	.320
QQ-5	.313
QQ-6	.304
QQ-7	.320
QQ-8	.303

EXHIBIT "E" (AMENDED)

Page Ten

BUILDING LETTER AND UNIT NUMBER

PERCENTAGES OF VALUE ASSIGNED

BUILDING RR

RR-1	.313
RR-2	.320
RR-3	.303
RR-4	.313
RR-5	.317
RR-6	.303
RR-7	.313
RR-8	.310

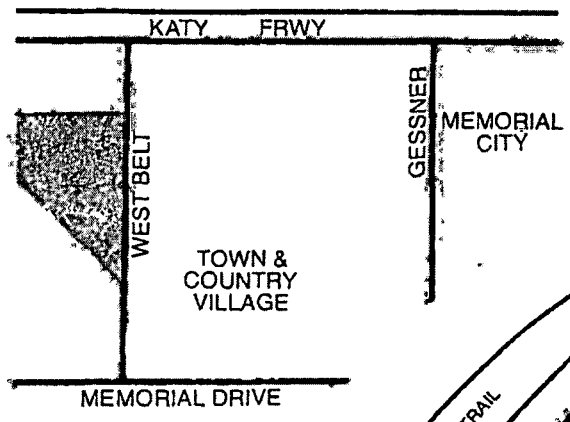
BUILDING SS

SS-1	.318
SS-2	.303
SS-3	.306
SS-4	.199
SS-5	.319
SS-6	.313
SS-7	.208
SS-8	.303
SS-9	.203
SS-10	.313
SS-11	.203

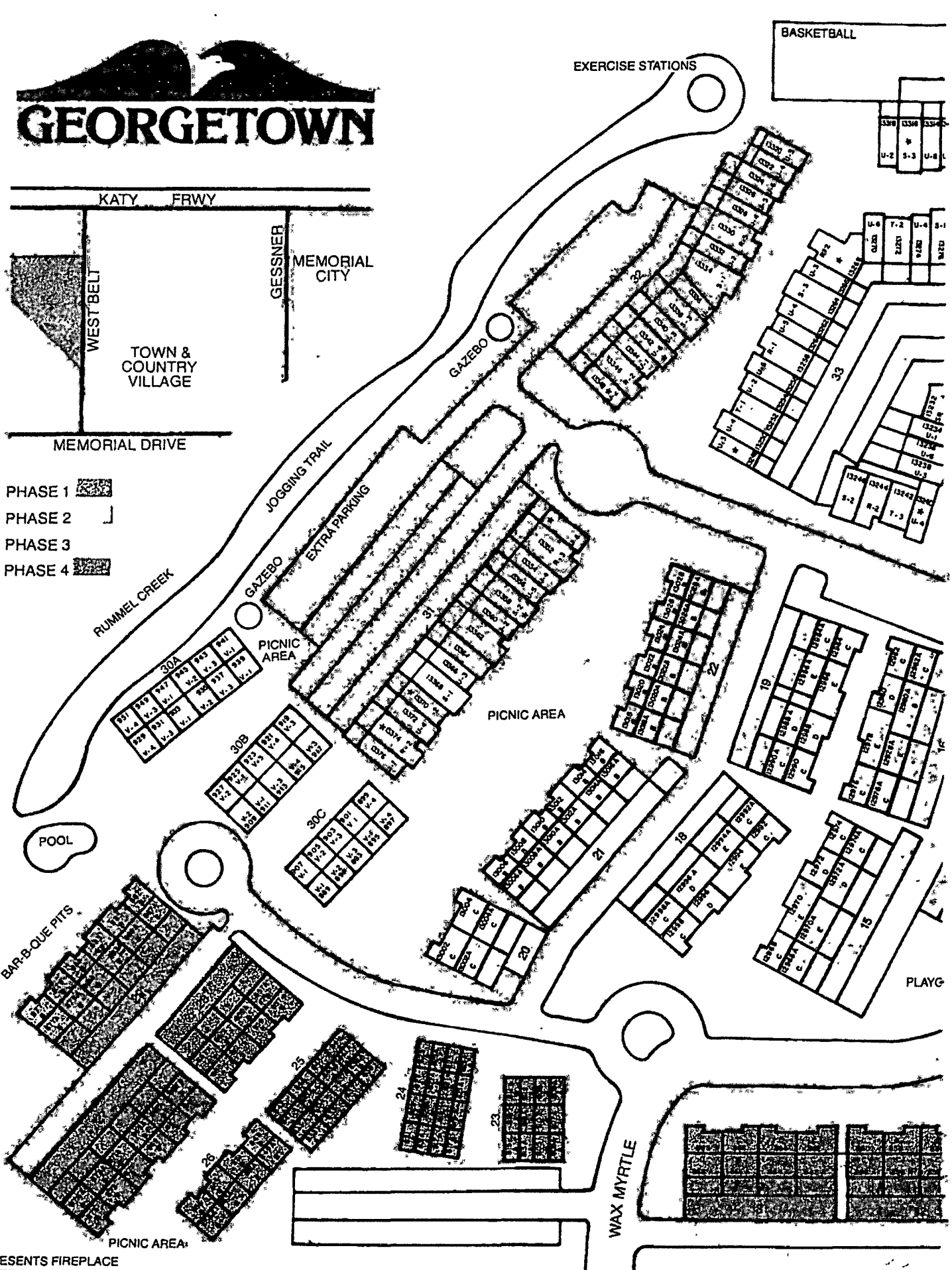
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# GEORGETOWN



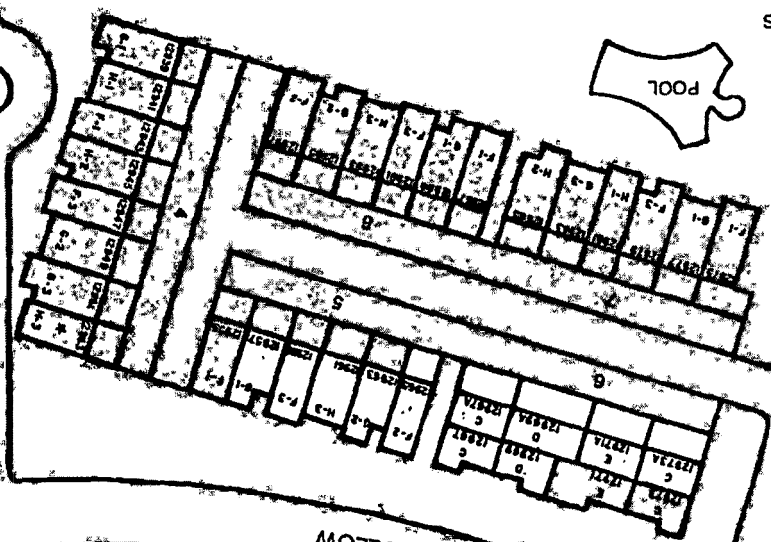
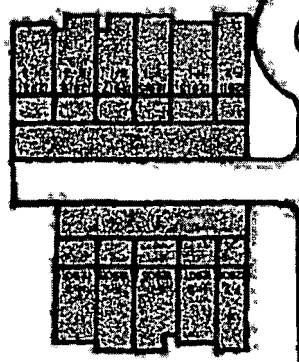
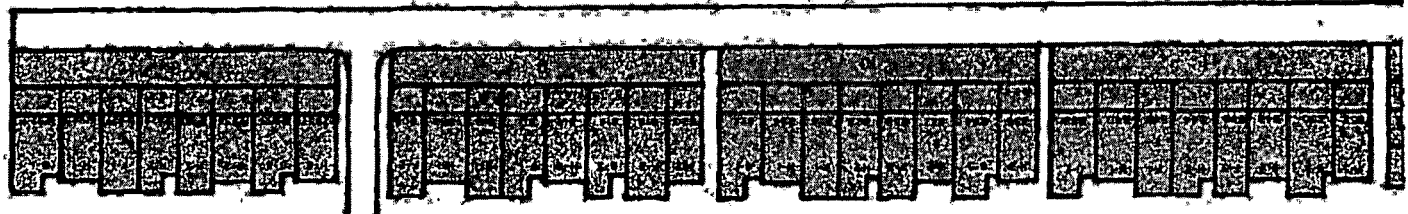
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- PHASE 2
- PHASE 3
- PHASE 4



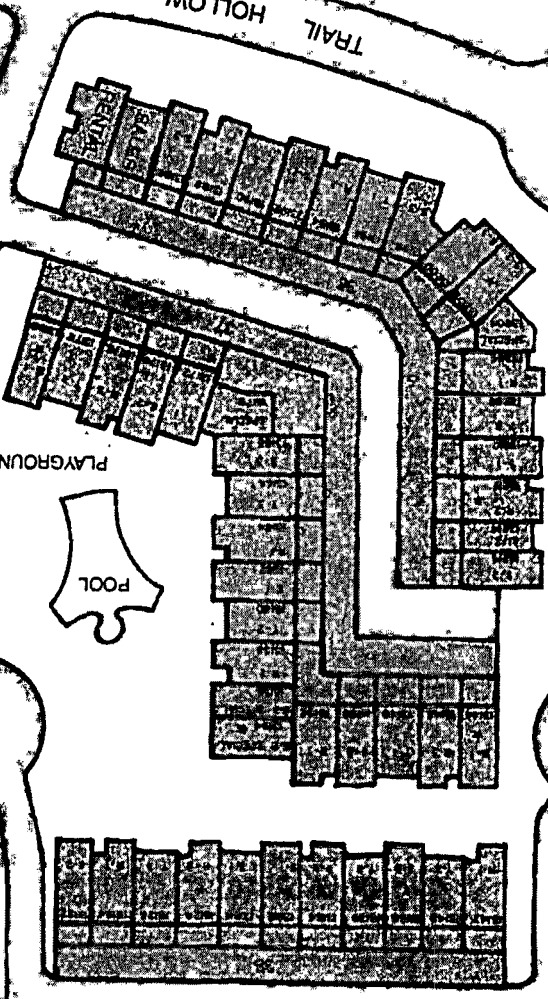
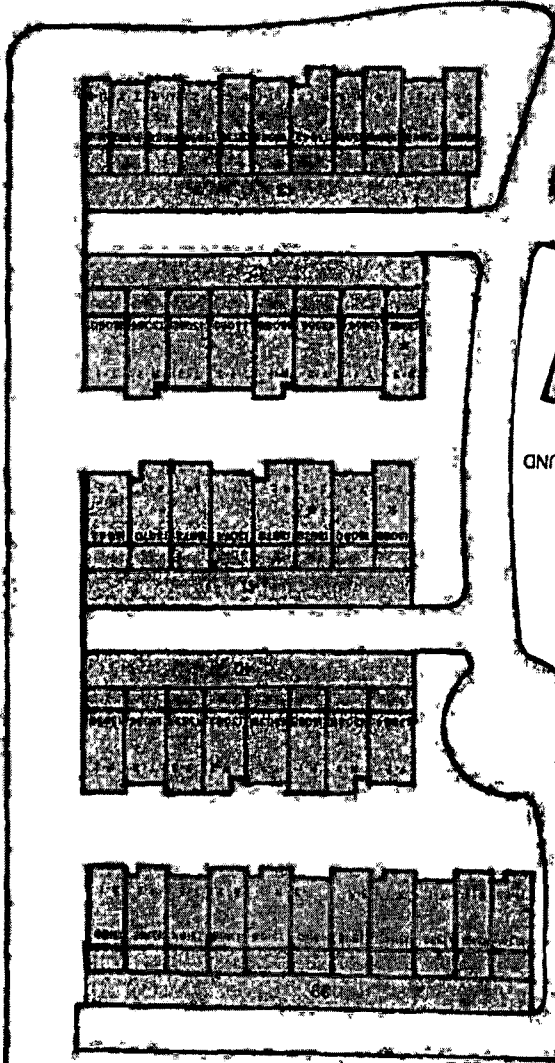
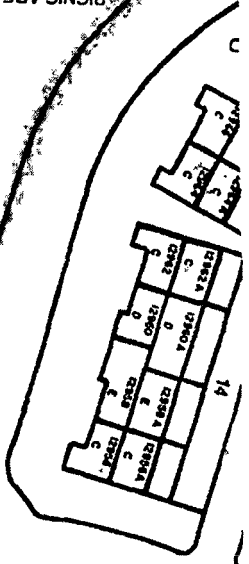
\* REPRESENTS FIREPLACE

WEST BELT

TO KATY FRWY



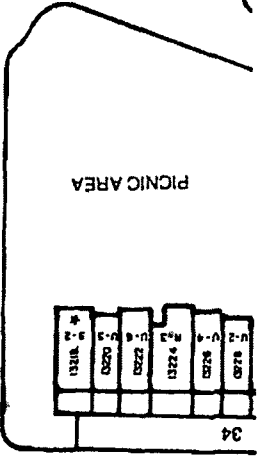
BAR-B-QUE PITTS  
PICNIC AREA  
POOL



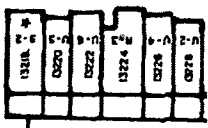
PLAYGROUND

POOL

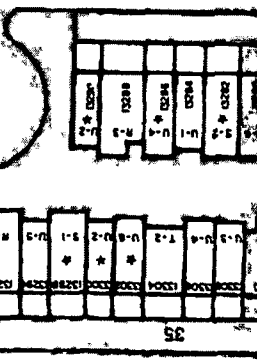
TRAIL HOLLOW



PICNIC AREA



34



35

BASKETBALL

79  
notice  
mc

**SECRETARY'S CERTIFICATE**  
**Georgetown Homeowners Association, Inc.**  
**A Texas Non-Profit Corporation**

**Rules and Regulations dated April 2017**

(These rules replace and supersede in their entirety the Rules and Regulations previously filed of record on April 26, 2010 under Harris County Clerks file number 20100166130)

The undersigned, being the duly elected, qualified and acting Secretary of Georgetown Homeowners Association, Inc., a Texas non-profit corporation (the "Association"), and the keeper of the minutes and records of the said corporation, does hereby certify that the following is a true and correct copy of the Rules and Regulations as adopted by the Board of Directors (the "Board") at a duly called meeting held on June 26, 2017.

10R

WHEREAS, the Association is responsible for governance and maintenance of GEORGETOWN HOMEOWNERS ASSOCIATION, INC. as described in the "Condominium Declaration for Georgetown Townhomes", filed under County Clerk's File Number E952001, Volume 30, Page 82, et seq. of the Condominium Records of Harris County, Texas and any and all amendments thereto (the "Declaration"); and

1EE

AND WHEREAS, the Association exists pursuant to state law and its governing documents; The Board of Directors is authorized to adopt and enforce reasonable rules and regulations in the interest of the community, pursuant to state and its governing documents; and from time to time it may become necessary to modify, amend or replace those rules and regulations;

NOW THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of Georgetown Homeowners Association, Inc. adopts these Rules and Regulations to be effective when recorded in the Real Property Records of Harris County, Texas.

Sandra Salter, Sandra Salter  
Secretary for Georgetown Homeowners Association, Inc.  
a Texas Non-Profit Corporation

Sandra Salter  
Date 06-27-17

THE STATE OF TEXAS §  
  §   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on the 27th day of June, 2017, by Sandra Salter, Secretary of Georgetown Homeowners Association, Inc., a Texas non-profit Corporation, on behalf of said corporation.

Kelly Futral  
Notary Public in and for the State of Texas

Record and Return to: Georgetown Homeowners Association, Inc.  
c/o Creative Management Company  
8323 Southwest Freeway, Suite #330  
Houston, TX 77074



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These Amended Rules and Regulations amend and restate, in their entirety, any and all rules previously adopted by the Board of Directors of Georgetown Homeowners Association, Inc. (the "Association")

## **I. INTRODUCTION**

- A. These Amended and Restated Rules and Regulations ("Rules") that follow have been adopted by the Association ("Board") of Georgetown Homeowners Association, Inc. (the "Association") pursuant to the authority vested in the Board to do so as set forth in the Condominium Declaration for Georgetown Townhomes (recorded in Volume 30, Page 82 of the Condominium Records of Harris County, Texas, together with the amendments thereto), the Bylaws of the Association (specifically Article IV, Section 3(b), and the Texas Condominium Act (Chapter 82 of the Texas Property Code; specifically Section 82.102).
- B. The purpose is to maintain the well-being of the community, and to preserve, enhance, and protect the property values and assets of the community by ensuring compliance with the Association's Governing Documents (including the Articles of Incorporation, By-Laws, Declarations and the Rules and Regulations).

## **II. GENERAL RULES**

- A. Owners and Tenants are responsible for providing and ensuring the Association on-site office has their current contact information on file, including telephone numbers, email addresses, household members names, vehicle and pet data, and emergency contact info.
- B. Owners or tenants will grant the right of entry to the managing agents or any other person authorized by the Association in case of any emergency originating in or threatening his unit or other units, whether the owner is present or not. In case of emergency, right of entry will be immediate.
- C. Owners and tenants will permit managing agents and/or representatives hired by the Association to perform inspections, installations, alterations and repairs to the building and its systems, mechanical, or electrical services. Access requests shall be made in advance when possible.
- D. Soliciting on the property is prohibited. Any person within the complex who is not a resident, bona fide guest of a resident, or in the process of proper business, may be considered a trespasser and is subject to prosecution under criminal law.
- E. All units are to be utilized for single-family residence purpose only.

### **III. CONDUCT**

- A. Owners are responsible for the conduct of their family, household members, tenants, and their guests and will be held responsible for any damage to Association property.
- B. Written permission must be obtained from the Association before any parties or social gatherings of 10 or more people are held in the common areas including pools, playgrounds, and dog park.
- C. Activities should be conducted in such a manner as to not interfere with the rights, comforts or convenience of others. No noxious or offensive trade or activity shall be carried on within the community or within any common areas situated thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other co-owners.
- D. Disruptive noise in the residential units or common areas during the hours of 10:00 P.M. to 8:00 A.M. should be kept to a minimum so as not to disturb your neighbors. Residents are encouraged to resolve issues between units and neighbors in a respectful and productive manner. Persistent noise problems not resolved in this manner may be brought before the Board for appropriate action. Loud noise including but not limited to musical instruments, sound systems, TVs and barking dogs, etc. shall be used in such a manner as not to disturb other residents.
- E. For everyone's safety, play in the streets, driveways, and in the carports is strictly prohibited.
- F. Per City and County ordinances, fireworks are strictly prohibited.
- G. Sunbathing is permitted in the pool areas or residents' patio areas only.
- H. Go-carts, golf carts, and ATVs/UTVs are prohibited on the property with the exception of the Association's maintenance vehicles.
- I. Residents may not place food for birds, squirrels, reptiles, or other stray or wild animals in the patios, balconies, or any common area as it attracts rodents, insects, and other nuisance wildlife.

### **IV. COMMON AREAS – GENERAL USE**

#### **A. CLUBHOUSE**

- 1. The clubhouse is for the use of office facilities and residents' events and is not intended to be used for personal business.
- 2. Renting: Only residents with an Association account in good standing will be allowed to rent the facilities after hours or on weekends for functions for a one-time fee. See 'Fee Schedule'.
- 3. A key will be signed out after a required security deposit. Deposits will be refunded when the key is returned and there is no damage, missing items or cleaning required. See 'Fee Schedule'.

4. The Clubhouse key will be issued to the renter 24-48 hours in advance of the scheduled event. If key is not returned within 48 hours after the event, a key replacement fee will be taken out of the deposit. See 'Fee Schedule'.
5. The security deposit will be used to pay for any and all damages to the clubhouse, its contents, supplies and/or any other portion of the property removed or damaged as a result of the renter's actions or any actions of persons present at, attending, or in any other way related to the function. Any charges made against the deposit will be itemized. If the cost of repairs exceeds the amount of the deposit, the renter will pay the Association the full cost of all repairs within ten days of receipt of the written itemization of damages for such repairs.
6. Events can have a maximum number of 40 persons in attendance at a given time.
7. The unit owner or leaseholder must be present at the event for the duration of the rental period.
8. The furniture may be moved in the space but must not be removed from inside the clubhouse for any reason. The furniture must be moved back to its original position.
9. All functions must end no later than 11:00pm unless special written permission is granted in advance by the Association.
10. Smoking is NOT permitted in the clubhouse.
11. Alcohol may not be served at private parties/rentals.
12. Events held at the clubhouse shall be private and by invitation only.
13. For children's parties (including teens), one adult chaperone must be present for every 10 children.
14. Trash must be picked up and placed in trash bag inside the trash cans at the carport area. There is a clean-up checklist located in the clubhouse. If the Association has to clean up, this will be deducted from the deposit.

#### **B. COURTYARDS AND WALKWAYS:**

1. Courtyards, walkways in front of and between buildings, playgrounds, pool areas, and dog park are all considered general common areas which may be accessed by residents, but are owned and managed by the Association.
2. The open areas under stairs, around air-conditioning units, transformer enclosures, on sidewalks between the carport and fence are Common Area and are not allowed to be used for individual storage. Items stored in these areas by residents will be removed by the Association after one courtesy notice.
3. Statues, birdbaths and "yard art" are not permitted in the common areas or in the front or side of a unit. These items must be kept within the resident's rear balcony or patio.
4. Residents placing lighting along common area walkways/sidewalks is not permitted as it may interfere with landscaping maintenance.
5. Stepping-stones may be placed in areas where water collects and stands.

#### **C. DOG PARK**

Park Hours: 6:30 a.m. to 10:00 p.m. (Subject to change)

PRIVILEGES TO USE THE DOG PARK MAY BE SUSPENDED OR TERMINATED FOR VIOLATIONS OF THESE RULES:

1. The Association will not be held liable for any injuries occurring within the park; human or animal.
2. No dogs are allowed in the dog park after hours.

3. Residents are required to register their dog(s) with the Association office prior to using the park.
4. An Annual Dog Park Fee per household (or as set by the Association to cover expenses) will be collected at registration from those who want to use the park. (The fee will be due January 1st each year and will be prorated if registration occurs other than in that month.) Each household will be issued one gate key. See 'Fee Schedule'.
5. There will be a fee for each additional key (Max of 3 per household). See 'Fee Schedule'.
6. If a resident fails to pay the Annual Dog Park fee, the Association shall suspend their right to use the dog park until paid. If the resident continues to use the park after suspension, the Annual Dog Park Fee may be charged against the account of the unit owner along with a lock re-key fee. See 'Fee Schedule'.
7. A one-time Registration Fee, per dog, will be collected and an Association pet tag will be issued. (Registration fees also apply to guest dogs of participating households who already paid the Annual Dog Park Fee) Lost tags can be replaced for a fee. See 'Fee Schedule'.
8. Dog tags issued by the Association at the time of registration must be visible, worn on dog collar or leash, while in the park.
9. Visiting dogs must be registered with the Association and accompanied by a Georgetown resident (host) and their owner when in the park. Guest registration fee per dog must be paid. See 'Fee Schedule'.
10. All dogs must be current on vaccinations for Rabies, Bordetella (kennel cough) and DHLPP/Parvo to use the park. Residents must provide proof of current vaccinations along with proof of spay or neuter at registration.
11. Residents who do not provide proof of current vaccinations shall have their right to use the Dog Park suspended until proof of current vaccinations is submitted and verified. If this is after a lapse of 90 days or more, a reinstatement fee per dog shall apply. See 'Fee Schedule'.
12. Dogs that are not spayed or neutered may not use the park when other dogs are present.
13. Duplication or sharing of park keys with non-registered residents or guests will result in termination of resident's right to use the park along with a lock re-key fee. See 'Fee Schedule'.
14. Dogs must be leashed at all times when outside the park, including walking to and from the park, in accordance with the City of Houston leash law.
15. Puppies/Dogs under six months of age are not permitted to use the park.
16. Owners must remain in control of their dog(s) and keep their dog(s) in sight at all times. Owners are responsible for the behavior and actions of their dog(s) and visiting dogs, and may be held liable for any injuries to others, vet bills, medical bills, property damage, etc.
17. The following items are not allowed in the dog park area: glass containers, food items or treats (human or animal), strollers, carriages, bicycles, or children's toys.
18. Owners are expected to clean up after their dogs defecate. Disposal bags and receptacles are provided by the Association.
19. No person under the age of 14 may be in the park without adult supervision.
20. For their safety, no child under the age of six is permitted in the park when other dogs are present.

**Dog Park Etiquette Rules:**

- All dogs benefit from guidance and structure. Dog owners are urged to provide basic obedience training, a must for a safe, well socialized, and happy dog environment.
- Dog owners are asked to be considerate of their surrounding neighbors. Dog barking must be addressed and kept to a minimum.



- The small dog park area is reserved for dogs 20 pounds or less when present.
- Owners are required to clean up after their dogs immediately and to fill any holes dug.
- Because all dogs should be watched at all times, a maximum of three dogs per person are allowed in the park.
- Do not leave dog toys, balls, and/or other instruments in the park. If aggression is shown over dog toys, the toy must be removed immediately.
- Dogs exhibiting aggressive behavior are to be moved to another area of the park and are to leave if aggressive behavior continues. Dogs with a history of aggressive behavior may not use the park while other dogs are present.
- The Association shall review aggression complaints on a case by case basis. All dogs shall be treated equally.

#### **How to Enter the Park:**

- Do not open the outside gate if the inside gate is open.
- Remove your dog's leash once inside the double gated holding area.
- Upon entering, close the gate, and move your dog away from the entrance.
- Do not leave your dog's leash on while in the park unless you are uncertain as to your dog's initial behavior. If so, you might want to leave a short leash attached to grab quickly if needed.

#### **D. UNIT ENTRANCES – FRONT DOOR**

1. Residents are required to keep the entrance to their unit clean and free of debris.
2. Items permitted at the front entrance are as follows:
  - A. A single decorative bench or chair is permitted if the size, appearance and construction are appropriate for the location. It cannot interfere with entering or exiting a unit.
  - B. A maximum of three (3) small, healthy potted plants may be placed in the unit entrance area. Plants must be suitable for the area with decorative, outdoor pots with catch basins. Plants may not be displayed in nursery pots.
  - C. One doormat is allowed per door; no carpeting is permitted at the front entrance.
  - D. Address plates with prior approval.
3. Items not allowed at the entrance, stairway or front balcony include but may not be limited to:
  - A. Hanging any items including but not limited to clothes, towels, banners, rugs, or plants is prohibited.
  - B. Empty plant containers or those with dead or neglected plants in them must be removed or they may be removed by the Association.
  - C. Nothing may be attached to the side or front entrance walls, brick, siding or railings.
  - D. Folding or plastic chairs can be temporarily placed for day use but shall not be left on the entrance way or front balconies overnight.
  - E. Artificial flowers are not permitted.
  - F. Residents are not permitted to park or store items such as bicycles, strollers, toys, plant containers, shelves, etc. at the front entrances or on the front balconies of the units.

#### **E. UNIT ENTRANCES – REAR SHARED – APARTMENT STYLE UNITS**

1. Residents may not hang, place or store any items at these rear entrances including but not limited to decorative yard items, plants, toys, etc.
2. Entrances shall be kept clean and free of debris, plants and all items.

**F. LANDSCAPING**

1. Residents shall not plant anything in the general common areas of the property or place any decorative, potted plants in the general common areas without prior written permission. Forms are located in the Association office and the Association website.
2. If a resident places plants in the common area without approval, the plants will be removed. The cost of the removal may be charged back to the homeowner's account.
3. Residents may not maintain, prune or remove landscaping installed on the property by the Association without prior written approval and instructions. Work orders for needed maintenance should be submitted to the Association office. Residents may be held liable for damages to plants and property.
4. To avoid irrigation damage, or the planting of inappropriate plants for the space, residents must obtain written permission from the Landscape chairperson before planting anything in the beds directly in the front of or on the side of their units.
5. Residents shall maintain any approved, decorative, potted plants placed outside their unit in a healthy condition and keep them trimmed as needed. Dead or neglected plants will be removed from the common area.
6. Landscape features such as rocks, pavers and edging cannot be moved/removed by residents.

**G. PLAYGROUNDS**

1. Parents/adult supervision must be present at all times while children are in the park areas.
2. Playground areas are designed for children and are not to be used as dog parks. Dogs in playground areas must be on leash and must be picked up after immediately.
3. Any playground equipment in disrepair or appearing to be dangerous should be reported to the Association office immediately.

**H. POOLS**

Pool Hours: Daily 9:00am- 10:00pm (subject to change)

Pool Users are discouraged from approaching others regarding their resident status. Please report concerns to the Precinct 5 Constables 281-463-6666 and the Association Office (713) 932-8870.

1. Pools may be closed at any time without notice.
2. Pool use is restricted to use by residents and their guests only.
3. Residents shall register with the Association and be issued GT Pool Bracelets for their household members and up to six (6) guests.
4. Residents must be present with their guests at the pool.
5. Residents who want to hold a party or a gathering with more than six (6) guests at the pool must obtain advanced written permission from the Association. The maximum number of guest allowed at a gathering or party shall be 20. A pool use fee and a deposit shall be required for each event up to 2 hours in length, maximum. See 'Fee Schedule'.
6. Attendees shall be required to wear a GT disposable wristband while in the pool enclosure.
7. Residents holding a gathering or party must collect and remove their trash from the pool enclosure and dispose of it elsewhere at the end of their event

8. Pool events are not exclusive use. All residents may still use the pool facility during the event period.
9. Lifeguards are not on duty at any time – swimming is at your own risk.
10. Children under 12 years of age are not permitted in the pool or pool enclosure without (18 or over) supervision.
11. Pets are not permitted in the pool or the pool enclosure, and shall not be tied to the pool fences.
12. The following are not permitted in the pool area: glass containers, bicycles, running, pool floats larger than 30" x 70".
13. Residents and/or their guests exhibiting drunken, obscene, or disruptive behavior will be required to leave the pool area. Pool privileges may be revoked for said behavior.
14. Loud and/or obscene music is not permitted in the pool area.
15. Pool furniture is not permitted in the pool or to be used for diving or other play.
16. For your safety, no diving allowed.
17. All litter must be placed in the trash receptacles.
18. Playing with the emergency pool safety equipment is prohibited.
19. Adults and children must wear proper swimwear – no cutoffs, jeans, etc.
20. Babies must wear protective plastic pants in the pool – no diapers.
21. For your own safety and the safety of others, swimming with an open wound or sore is not permitted.
22. Towels, clothing, toys and other items left at the pool will be taken to the Association office. The items will be disposed of if they are not claimed within one week.
23. Residents and their guests are prohibited from entering pool enclosures that have been temporarily padlocked.
24. Residents found violating these pool rules may be asked to leave the pool and may have their privileges revoked.

## **V. COMMON AREAS – LIMITED (FOR USE BY OWNER/RESIDENT)**

### **A. BALCONIES – REAR – APARTMENT STYLE UNITS**

1. Balconies are for the use and enjoyment of the resident and are not intended for storage.
2. While every effort is made to provide advance notice, the Association has the right to enter any balcony without prior written notice in case of an emergency, to read the electric meter, or for maintenance.
3. Back entrances and stair landings must be kept uncluttered as to not interfere with the entering or exiting of a unit. All stair landings and entrances to the units must be kept free of all objects including but not limited to bicycles, clothing, toys, pool floats and pool toys, discarded trash, plant containers, storage items, etc.
4. Residents are responsible for keeping their balconies clean, neat, and free of debris.
5. Pets cannot be housed on balconies at any time.
6. Nothing should be placed outside the balcony frame or railings.
7. Fifty (50) percent of the balcony floor space should be kept empty and open, free of plants, furniture, objects, etc.
8. Residents are not permitted to use or store appliances, boxes, health equipment, or indoor furniture on the balconies.
9. Potted plants must be kept completely within the patio or balcony/deck area of the unit. Hanging plants will not be placed outside the confines of the balcony and will not cause interference with neighboring units due to items such as overgrowth and watering.

10. All potted plants placed on the floor of a balcony/deck or patio must have a catch basin for water. The homeowner shall be responsible for any damage to the common area elements of the balcony/deck or patio from any potted plants or other items in the balcony/deck or patio areas.
11. Items placed on the unit balconies must not interfere with the structural soundness of the building or the balcony itself.
12. The use of wood burning and gas outdoor grills, smokers, and fire pits is prohibited on balconies per the uniform fire code 1102.5.2.2. The use of electric grills is permissible on patios and balconies. Violation can result in fines. See 'Fine Schedule'.
13. Items such as hanging clothes, sheets, towels, rugs, etc. on balconies or balcony railings are prohibited.
14. Residents shall not drop trash, material or any objects from the balcony to the ground below.
15. Residents should use appropriate outdoor furniture on their patios. Indoor, upholstered type furniture is prohibited.
16. Residents must receive written permission before installing any curtains, blinds, screens or any other type of covering on their rear balcony.
17. Residents will be required to remove any type of installation (including shades, etc.) that has not been maintained in good condition and those for which written approval from the Association has not been obtained.
18. Removal of approved installations such as balcony covers, screens, etc., by the owner is required at Association's request if work needs to be performed on the balcony or back of unit.
19. Appropriate balcony covers can be found in the Architectural section.

## **B. BALCONIES – FRONT**

1. These areas are intended for the use and enjoyment of the residents and are not intended for storage.
2. Residents are required to keep the entrance to their unit clean and free of debris.
3. Entrances and stair landings must be kept uncluttered and not interfere with the entering or exiting of a unit. All stair landings and entrances to the units must be kept free of objects such as bicycles, clothing, toys, pool floats and pool toys, discarded trash, plant containers, storage items, etc.
4. Items which are permitted at the entrance or front balcony, are as follows:
  - A single decorative bench or chair is permitted at an entrance if the size, appearance and construction is suitable for the location. The bench or chair must be removed if it interferes with the entering or exiting of a unit. Plastic or folding chairs can be used, but should not be left on the entrance way or front balcony overnight.
  - A maximum of three (3) potted or hanging plants may be placed in the unit entrance area. The quantity must be reasonable and appropriate for the space. Plant containers in the front of the units should be decorative and made of material suitable for outdoor use such as clay, composites, and/or wood in earth tone colors or wrought iron, and have appropriate catch basins. Plants may not be displayed in the plastic nursery pots or stacked.
  - One doormat is allowed per door; no carpeting of any kind is permitted on the front entrance.
5. Items not allowed at an entrance, stairway, or front balcony include but may not be limited to:
  - Hanging items such as clothes, towels, rugs, carpeting, or other articles on the porch, stairs or balcony railings.

- Artificial flowers.
  - Empty plant containers or those with dead or neglected plants in them. These may be removed by the Association.
6. Residents must not attach anything to the side or front entrance walls, brick, siding, or railings on the apartment style buildings.
  7. Residents are not permitted to park or store items such as bicycles, stroller, toys, plant containers, shelves, etc. at the front entrances or on the front balconies of the units.
  8. The use of wood burning and gas outdoor grills, smokers, and fire pits is prohibited on balconies per the uniform fire code 1102.5.2.2. The use of electric grills is permissible on patios and balconies. Violation can result in fines. See 'Fine Schedule'.

### **C. CARPORTS**

1. Each unit has either one or two designated carport parking spaces depending on the particular unit.
2. It is the resident's responsibility to keep their carport, storage closet, and garbage bin area clean and free of debris.
3. The carports are to be used for the parking of cars, SUVs, pickup trucks, and motorcycles. One vehicle is allowed per parking space.
4. Residents are prohibited from parking any type of trailer, box truck, commercial vehicle, or recreational vehicle on the property. You may obtain permission in advance from the Association to park for a short period for the purpose of loading and unloading.
5. Inoperable vehicles or those with expired stickers or license plates more than 90 days past due may be subject to tow at the vehicle owner's expense after the car has been tagged by the Association.
6. Car washing is permitted in the carport area.
7. No major vehicle repairs are permitted on the property.
8. Residents have the right to contact a bonded towing company to remove any unauthorized vehicle parked in or blocking access to their designated carport spaces.
9. Resident vehicles found parked in the guest spaces, open or covered, may be towed at the owner's expense after the car has been tagged by the Association.
10. Oil stains and related problems shall be the unit owner's responsibility to clean up from their parking area.
11. Per City and County ordinances, fireworks are strictly prohibited.

### **D. PATIOS – FRONT OR BACK OF UNIT**

1. Prior written approval of the Association is required before any patio cover, screen, or other structure is installed on the back or side of the unit or in the patio area.
2. Patios are for the use and enjoyment of the resident and are not intended for storage.
3. While every effort is made to provide advance notice, the Association has the right to enter any patio without prior written notice in case of an emergency, to read the electric meter, or for maintenance.
4. A minimum of thirty (30%) of the patio space should be kept empty and open.
5. Maintenance and upkeep of the patio and all improvements excluding the original patio slab and fence are the responsibility of the unit owner.
6. Outdoor grilling is prohibited within ten (10) feet of combustible materials.

7. Housing of pets on the patios is prohibited.
8. Residents are responsible for maintaining special locks, doorbells, and security signs that they have installed or caused to be installed.
9. Residents are not permitted to openly store or keep items such as appliances, boxes, health equipment, or indoor furniture, on the patios.
10. Residents shall not attach anything to the outside of the fence or gate with the exception of gate unit numbers, locks, one motion light, or doorbell.
11. The Association shall maintain existing trees in the patios with a trunk caliper of 8" or greater.
12. Residents are responsible for maintaining and trimming all the plants in their patios in a healthy attractive manner including but not limited to: the shrubs, turf, ground cover, small trees (up to 8" caliper trunk), flowers, vines, etc. The unit owner shall be responsible for any damage arising from landscaping kept within the owner's patio area.
13. Vines and climbing plants on an individual's patio must be grown on a trellis and maintained to a maximum height of seven (7) feet. Vines and climbing plants must be trimmed away from areas including: doors, trim, windows, vents, and off surrounding areas. Vines cannot be allowed to encroach on neighbor's area.
14. Residents may use a trellis on their patio only.
15. Residents will be assessed for damage caused by vines and climbing plants, for removal of vines that encroach on prohibited areas, and for removal of neglected vines and climbing plants.
16. As of 2017, due to the number of large trees which have damaged patios, fences, concrete, foundations and plumbing, no new trees are allowed to be planted in-ground inside a patio area. Ornamental trees and shrubs recommended by a nursery for growth on a small patio may be grown only in pots.
17. Storage sheds may be added to the enclosed patio areas as long as they are approved in advance by the Association. Storage shed specifications can be found in the Architectural Guidelines.

#### **E. STORAGE**

1. No items of any kind may be stored in the attics.
2. Most units are provided with one storage closet in their carport area, and residents must provide their own lock for their storage closet.
3. The storage of personal items in the carport spaces is prohibited. Residents shall not leave any furniture, toys, car seats, cleaning materials, boxes, landscape materials, or any other items in their carport area.
4. Nothing should be stored or placed in the area by the rear stairs, air conditioning units, transformer enclosures, or any of the area outside of your carport storage area.
5. Storage sheds may be added to the enclosed patio areas as long as they are approved in advance by the Association. Storage shed specifications can be found in the Architectural Guidelines.
6. Storage of kerosene, gasoline, or any flammable or explosive agent is prohibited on the property.

## **VI. PARKING**

### **A. GUEST PARKING**

Any resident's vehicle(s) parked in a guest parking space is subject for removal at the owner's expense.

### **B. RESIDENT PARKING**

1. The Association has the authority to order removal of any vehicle without warning, and at the vehicle owner's expense, for the following reasons.

#### **Subject to Immediate Tow:**

- A. Any vehicle parked in a fire lane, most are designated by signs and/or red curb paint.
- B. Vehicles parked within 15 feet of a fire hydrant.
- C. Any vehicle parked in a carport alleyway/driveway, other than in a carport parking space.
- D. Any unattended or parked vehicle left in the alleyways or driveways in such manner as to impede the passage of traffic, including emergency vehicles, or to impair proper access to parking areas.

#### **Subject to Tow After Being Tagged:**

- E. Any resident vehicle parked in a guest parking space
  - F. Any other vehicle parked in a guest parking space more than 3 days without being moved.
  - G. Any vehicle left unattended in the common area for more than 30 days.
  - H. Any inoperable vehicle displaying an expired registration or license plate greater than 90 days past due, or flat tire. This also applies to covered vehicles.
  - I. Any motor vehicle undergoing major repairs.
2. Non-Carport, undesignated parking spaces are available to residents and guests on a first come, first serve basis.
  3. Public Streets: Houston City Ordinance prohibits any person from parking a trailer, semi-trailer or house trailer in excess of two (2) hours on the public street. Houston City Ordinance prohibits parking commercial vehicles on public streets between the hours of 2 a.m. and 6 a.m.
  4. A homeowner or resident may cause an unauthorized vehicle to be removed from their designated carport space upon the condition that the same is removed by a bonded and insured towing company only. It is suggested the resident use the towing company posted at both entrances of the property.
  5. Any vehicle in violation of these Rules may be stickered, wheel-locked, towed pursuant to the Texas Towing Statute, or otherwise removed from the property by the Association at the expense of the vehicle's owner. In addition or in lieu of the foregoing, the Association shall be entitled to take any available legal action (including seeking mandatory injunctive relief) in the event of any violation of these rules. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for rule violation(s).
  6. The Association recommends all homeowners place the GT sticker visible on the back windshield of their vehicle. This aids in vehicle validation for the Association and parking control measures.

## **VII. LEASING RULES – OWNER AND TENANT**

Owners are responsible for seeing that their tenants have a copy of and abide by the Association's Rules, Regulations, Declarations, Bylaws and CC&R's and City Ordinances.

The Leasing Rules of the Association are set forth in that document which has been duly recorded under Harris County Clerk's File No. 20060259568, Film Code No. 197216 of the Condominium Records of Harris County, Texas. A copy of this document can be obtained in the Association office.

Each townhome shall be occupied and used by the owner only as and for a single family residential dwelling for the owner, his family, his guests or his tenants. Owner cannot lease for transient/hotel purposes.

Owners are responsible for conducting a thorough criminal background and credit check on their prospective tenant. An owner is liable for his or her tenant.

1. All leases must be in writing, and subject to the terms of the Declaration, Bylaws and Rules and Regulations of the Association.
2. If a tenant/occupant violates any restrictive covenant, term or condition contained in the Declaration, Bylaws or Rules and Regulations, such behavior shall constitute a default under the lease and the Owner of such unit shall, within ten (10) days following a written demand from the Association, declare the leasee in default and commence forcible entry and eviction proceedings against the tenant/occupant.
3. The owner shall provide the Association with the following no later than thirty (30) days after the signing of a lease:
  - a) A copy of the fully completed and executed lease (excluding social security number(s)).
  - b) Signed statement by owner that a criminal background check was completed.
  - c) The name, address and telephone number of each person occupying the unit.
  - d) The name, address and telephone number of the managing agent, if applicable.
4. Owners who refuse or fail to provide the required documentation will be subject to a fines until the required information is delivered. Any owner who refuses or fails to provide the required documentation on two or more occasions during the twelve month period shall be subject to a fine for each time the owner refuses to provide the information. See 'Fine Schedule'.
5. Each owner must provide the Association's on-site office with at least a ten day written notice when a tenant/occupant moves in or out
6. Each owner shall be responsible for, and shall pay for damage to the common elements or any unit caused by their tenant, or the tenant's family, guests, employees, contractors, agents, etc.
7. Each owner shall be liable to the Association for violations of the Declarations, Bylaws, or Rules and Regulations of the Association by any tenant or any occupant of the Owner's unit, or any of the tenant/occupant's family, guests, employees, agents for costs incurred by the Association to obtain compliance, including attorney fees, whether or not a lawsuit is filed.



**VIII. MOVING**

1. Owners must provide the Association with move-in / move-out dates and forwarding addresses, telephone numbers, and emergency numbers of their tenants.
2. Residents are responsible to make sure their moving van does not block the street or carport drive.
3. Residents will be responsible for any property damaged caused by the moving van.
4. Movers shall not park on the grass at any time.

**IX. ESTATE SALES AND OPEN HOUSES****A. CARPORT/YARD SALES**

Carport and yard sales are prohibited. The Association may allow a Community Courtyard Sale to be organized periodically.

**B. ESTATE SALES**

1. Estate sales are allowed with advanced permission from the Association.
2. All Estate Sales must be held entirely within the interior and enclosed patio of the unit.
3. Rear patio and balcony gates must remain closed during the sale except as may be necessary to facilitate the loading of any property that is sold at such sale.
4. No personal property may be displayed in public view outside the home or patio or in open spaces.
5. A maximum of 5 directional signs for the Estate Sale will be allowed. No other signs are permitted.
6. Estate Sales may be conducted for a maximum of two days.
7. Signs must be removed immediately at the conclusion of the sale.

**C. OPEN HOUSE**

The sole purpose for holding an open house is to assist in selling or leasing a property and shall be conducted by the owner of the property or his or her agent.

1. Owners and/or agents must register with the Association's office prior to the date of the open house.
2. Open house viewing may be conducted only on Saturday and/or Sunday between the hours of noon and 5:00 p.m.
3. One advertising sign may be placed at both the Wax Myrtle and Beltway entrances, up to four directional signs may be placed for wayfinding within the community, and one sign may be placed in the front of the registered condominium unit.
4. These signs may only be placed during the hours of the open house. The signs must be removed each day by 5:15 p.m.

**X. ARCHITECTURAL GUIDELINES (Approval Required):**

Prior written approval is required for changes, updates and replacements.  
Commonly requested items are:

**A. BALCONY COVERS –REAR**

1. Lexon Corrugated patio cover or similar material
  - Must be clear – no color.
  - Must be attached to the balcony only – not to the building.
  - Must have gutter installed with downspouts.
2. Shingled roof on upper balcony:
  - Must be installed and attached to the upper balcony only – not to the building.
  - Must be GS Roofing Products – color Weather wood, or color matching existing building roof.
  - Must have gutter installed with downspouts.

**B. BALCONY SCREENS-REAR**

1. Screens have been approved for the back upstairs apartment style balconies only.
2. Residents must follow the approved Association "Guidelines for Screen Installation"

**C. BURGLAR BARS**

1. Burglar bars, installed on the inside of the unit, must be painted white or off-white.
2. Burglar bars installed on the outside of the doors and/or windows must be painted black and correspond with the existing ironwork on the property.

**D. STORAGE SHEDS IN PATIO**

1. Approved storage sheds are permitted in the enclosed patio areas.
2. The structure must be freestanding (not attached to any fence or building).
3. The structure must be constructed of material suitable for outdoors.
4. The height of the structure must not exceed the height of the fence.
5. The structure must be maintained or it will be removed at the owner's expense.

**E. DOOR REPLACEMENT:**

1. Residents must obtain written Association approval before installing new doors. There is a 'Windows and Doors' binder located in the Association office that has pre-approved Brochures. Please refer to this binder for information before submitting your request so as not to delay the process.
2. Doors must be replaced with Association-approved models of like manner and color.
3. Door replacement without prior written approval from the Association may require removal or replacement of the un-approved door at the owner's expense.
4. Approved stain and paint colors are available at the Association office.
5. Apartment style units are to be stained only (not painted) with approved color.
6. Apartment style units must maintain the Half Wagon Wheel style of door.

**F. WINDOW REPLACEMENT:**

1. Residents must obtain written Association approval before installing new windows. There is a 'Windows and Doors' binder located in the Association office that has pre-approved Brochures. Please refer to this binder for information before submitting your request so as not to delay the process.
2. Window replacement without prior written approval from the Association may require removal or replacement of the un-approved window(s) at the owner's expense.
3. Energy Code Requirement for glass must meet current code. For more information visit <http://texaswindowsinitiative.com/code/Texas2015IECC.pdf>
4. Windows and trim must match and be White or Almond in color.
  - a. Replacement windows must match existing original style of windows.
  - b. Diamond pattern windows may be replaced with rectangular window grid patterned windows to match those found property wide.
  - c. Windows with grid bars (muntins) must be replaced with same kind.

**XI. DOOR/WINDOW MAINTENANCE**

1. Residents are responsible for maintaining the windows of their unit. The Association is responsible for the structurally framed window opening only.
2. All windows should be kept clean and in good repair. When storm precautions such as tape, boarding, etc., have been taken, these preparations must be removed and windows cleaned of tape after the storm has passed.
3. Residents shall not use tinted screens. Broken or torn screens must be removed or replaced immediately.
4. Broken window glass must be replaced immediately.
5. Residents are responsible for maintaining the doors of their unit.
6. Residents shall not coat their window panes with paint or tint.
7. All interior window coverings, including but not limited to draperies, blinds, curtains, shutters, shades, etc. must display a white finish to the unit exterior. Broken, stained, or damaged window coverings must be repaired or replaced immediately.
8. New residents may install temporary window treatments for a maximum period of thirty (30) days.
9. Newspapers, cardboard, sheets, flags, blankets, and aluminum foil and the like are not permitted as window coverings and may not be hung in the windows so as to be visible from the exterior.

**XII. REMODELING & ALTERATIONS****A. OWNER RESPONSIBILITIES**

Owners of Units have the ultimate responsibility for the actions and activities of their contractors, and subcontractors as they relate to these Alteration Guidelines. If the Association encounters problems of compliance with these Guidelines during the course of construction, the Association will notify the unit owner.

It is the owners' responsibility to complete the necessary Request for Alterations paperwork before work begins and seek Association approval as needed.

Plumbing contractors are recommended to check in at the Association office upon arrival Monday-Friday.

Contractors must comply with Association rules and regulations.

**B. DAILY OPERATION**

Construction is permitted between the hours of 8:00a.m. - 6:00p.m., Monday to Friday. Construction on Saturday and Sunday shall not start before 10:00a.m. and must end by 5:00 PM. Activities involving pounding, drilling, sawing, scraping, or other loud noises shall be kept to a minimum on Saturdays and Sundays.

**C. TYPES OF ALTERATIONS & REQUIRED PRE-APPROVAL**

Prior written approval from the Association is required before any change can be made to the exterior of a unit and before any structural, electrical, or plumbing alteration can be made to the interior. Failure to obtain such approval may result in projects being delayed or stopped, or the removal of the alteration and/or restoration of the unit to its original condition at the owner's expense.

Alterations requiring approval include, but are not limited to the following:

- Exterior doors and windows, window or balcony screens, exterior light fixtures, patio covers, trellises, awnings, burglar bars, and satellite dishes.
- Removing or relocating walls, changes to electrical wiring, and changes to the plumbing within the unit.

A pre-construction and post construction site inspection is required before walls and floors may be closed up for structural and plumbing modification jobs.

Once the alterations are approved, only state licensed, where applicable, and insured contractors should make interior and exterior alterations.

The Association reserves the right to require the removal of any alteration completed without approval. The unit owner will be held financially responsible.

**D. CONTRACTOR RESPONSIBILITIES:**

1. OCCUPATIONAL SAFETY AND HEALTH ACT COMPLIANCE (OSHA) - All applicable OSHA regulations and guidelines must be strictly observed at all times. However, the Association is not responsible for enforcing OSHA regulations.
2. WORK STAGING/CONSTRUCTION AREA - Contractors shall conduct their work inside the unit or on the patios and balconies - not in front of the units with the exception of units that do not have a patio or balcony.
3. DEBRIS AND TRASH REMOVAL - Trash and debris shall be removed from each construction site frequently and not be allowed to accumulate. No construction debris or appliance may be placed in the residential trash cans or left for the residential trash service; it must be removed from the property by the owner or contractor.
4. VEHICLES AND PARKING AREAS - Owners must ensure their contractors obey the traffic and parking regulations posted within the community. All vehicles and equipment shall be parked so as not to inhibit traffic. Carport spaces of adjacent owners shall not be used or have their access blocked. Fines will be imposed against the Owner for repeated violations.
5. RESTORATION OR REPAIR OF OTHER PROPERTY DAMAGES - Damage to any property, common area, or other units, including, but not limited to driveways,

concrete curbs, gutters, carports, doors, unit interiors, utilities, landscaping, etc., resulting from construction operations must be repaired and/or restored promptly and any expenses incurred shall be payable by the unit owner doing the construction.

6. DUST AND NOISE CONTROL - The unit owner and their contractor shall be responsible for controlling dust and noise, including (without limitation) music from the construction site.
7. PLUMBING - Contractors may not alter any part of a unit that is considered 'Common Area' without prior approval, including but not limited to, brick, siding, patios, common plumbing lines, and exterior hose bibs attached to the front of a unit. Changes made to these areas without approval that later require changes will be charged back to the owner.

### **XIII. COMMUNITY PLUMBING**

#### **A. SCHEDULED SHUT-OFFS**

The second Wednesday of each month is currently the dedicated day for Georgetown residents to make any non-emergency plumbing repairs to their units. If you plan to schedule plumbing repairs on the second Wednesday of the month, the following steps are recommended to hasten the job thus causing less inconvenience to other residents:

1. Residents must notify the Association office in advance if they have non-emergency plumbing repairs scheduled for the second Wednesday of a month. It is required that residents use a state licensed plumber.
2. **Because common line repair or replacement is the Association's responsibility and can have an effect on multiple units or buildings, residents are not permitted to have repairs/replacement done on common lines without review and approval of the work by the Association. The Association schedules common line replacements on an entire building basis.**
3. The water is normally turned off at 9:00 a.m. It takes approximately 30 to 40 minutes for the buildings to drain. The water should be turned back on by 4:00 p.m. at the latest. Please advise your plumber that he may not be able to check the completed job, because work may be continuing in another unit.
4. Contact the Association office (713) 932-8870 as soon as the plumber has completed the work in your unit.
5. The water will not be turned off in a section unless repairs are coordinated with the Association's office in advance. The Association will not be responsible for any water damage to your unit or adjoining units, personal belongings, etc., if flooding was caused due to neglect in notifying the Association of the scheduled plumbing repairs.
6. Representatives of the Association will not turn the water off on any other day unless there is a plumbing emergency.
7. The maintenance employees of the Association and plumbers hired by the Association are the only ones permitted to turn water off to a building or to turn off the boilers.

#### **B. EMERGENCY REPAIRS:**

An emergency repair is a water leak that causes flooding or water damage. The Association office should be contacted immediately if this occurs.

**C. GAS LINES**

Natural gas lines are run in each unit for the sole purpose of delivering natural gas to the unit's furnace. These lines consist of both common (Association's responsibility) and un-common (Owner's responsibility) segments of pipe. At no time may an Owner alter the configuration of the gas lines within their unit without prior written approval from the Association. If authorized or unauthorized alterations are made to the lines, the Owner shall be responsible for the full cost of a pressure test certification of the entire building by the Association's plumber. If unauthorized alterations are made, the Owner shall also be responsible for the full cost of returning the altered lines to their original configuration by a licensed plumber, including inspection by the Association's plumber.

Natural gas appliances other than furnaces are prohibited.

**XIV. NEGLIGENCE**

When residents willfully neglect the ongoing required maintenance of their unit, or are negligent in not using licensed, qualified contractors, plumbers, or electricians performing work in the unit, the Association will not be held responsible for damages caused to their unit or their neighbors' units who may be damaged by said neglect. Examples of such neglect may include, but not limited to:

1. Not keeping A/C drain lines cleaned to avoid back-ups
2. Ignoring needed pest control
3. Ignoring water leaks
4. Not using qualified, licensed contractors, plumbers, or electricians.
5. Not performing or reporting needed repairs and maintenance.

**XV. PETS**

- A. Conditional Permission to keep or maintain pet(s) shall be permitted in accordance with the provisions of this section. Provided that all of the following rules are met and maintained at all times, each resident shall be permitted to keep or maintain pet(s) in compliance with the following rules. If any of the following rules are violated, the conditional permission to keep or maintain any pet in violation of such rules shall be subject to revocation by the Association at the Association's sole and absolute discretion.
- B. Violation of Rules, Revocation of conditional permission. In the event that any resident violates any of the foregoing rules, or fails or refuses to maintain and care for his/her/their pets, or allows their pets to unreasonably interfere with the rights of the other residents, or such pets are determined to be offensive on account of noise, odor, or pose a threat to other residents, the Association, in its sole discretion, shall have the right to revoke the permission to keep any pet in violation of the rules of these provisions, and the resident shall be obligated to promptly remove and relocate any such animal determined by the Association to be in violation of these provisions. The Association shall have the right to pursue all available legal remedies to cause the owner/resident to remove any such pet, including without limitation, a mandatory injunction.

- C. Any resident who causes any animal to be brought or kept upon the premises of the condominium property shall indemnify and hold harmless the Association for any loss, damage, cost, or liability which the Association may sustain as a result of the presence of such animal on the premises.
- D. The following rules shall apply to all residents and their pet(s). Violation of any of the following rules may be the basis for revocation of the conditional permission to keep such pet(s).
1. No animals shall be kept except normal and customary household pets (i.e. dogs, cats, fish, birds, etc.). Reptiles, exotic species, or endangered species are prohibited.
  2. No savage or dangerous animal shall be kept on the premises.
  3. As to dogs and cats, there shall be allowed only a total combination of four dogs and/or cats per unit.
  4. Upon request by the Association, all residents shall provide the Association with a list of the household pets kept or maintained in their unit (i.e. number, species, breed, etc.)
  5. No pets shall be kept or bred for commercial purposes.
  6. No pet shall be left unattended for an extended period of time on a balcony, patio, or any part of the limited or general common elements of the property.
  7. No pet shall be kenneled or tethered unattended for any period of time on any balcony, patio, or any part of the limited or general common elements of the property.
  8. All pets shall be kept on a leash or contained in a carrier under the control of their owner while on the common grounds or while being transported to vehicles, unless in the dog park. There shall be no exceptions according to the City of Houston leash law. See 'Fine Schedule'.
  9. Pets are not allowed to run loose on the property. See 'Fine Schedule'.
  10. Each resident who maintains a pet shall be responsible to immediately pick up and dispose of any waste created by the pet. Failure to do so will result in fines. See 'Fine Schedule'.
  11. Pets are not allowed in the swimming pools or the pool enclosures at any time. Owners are responsible for pool cleanup and damages. Only the provided Dog Park should be used for dogs off leash.
  12. Residents are not permitted to bathe or groom dogs and/or cats outside in the common area or in the pool.
  13. Cats shall not be allowed to roam on or about the property. Cat traps may be set out periodically and any stray cat caught in such a trap will be turned over to the City of Houston Bureau of Animal Registration and Care (BARC) (or its then existing equivalent).
  14. Residents who keep or maintain pet(s) in accordance with these rules must be responsible pet owners and not allow their pet(s) to unreasonably interfere with the rights of other residents.
  15. All pet(s) shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary condition.

## **XVI. OUTDOOR GRILLING**

The use of wood burning and gas outdoor grills, smokers, and fire pits is prohibited on patios, balconies, carports, and within 10 feet of the combustible walls or roofs or other combustible material as per the uniform fire code 1102.5.2.2. The use of electric grills is permissible on patios and balconies.

**XVII. SATELLITE DISHES**

Residents are prohibited from installing or causing to be installed any wiring for cable line, satellite, electrical or telephone installation, or for any other purposes such as television or radio antenna on the exterior of any building. This rule includes wiring or cable strung on the walls of any building, out the window of any unit, or on the roof of any building, except as expressly approved in writing by the Association.

Guidelines for the installation of satellite dishes may be obtained at the Association office.

Satellite dishes must be installed in accordance with the Association guidelines recorded under County Clerk's File No. U546322 of the Real Property Records of Harris County, Texas.

Failure to comply with the "guidelines" could result in removal of the dish and resident may be held responsible for building damage resulting from improper installation.

**XVIII. HOLIDAY DECORATIONS**

Holiday decorations are encouraged and enjoyed by many. When using decorations, please be aware of the following:

1. Holiday decorations, other than Christmas, may be displayed no sooner than two weeks before the holiday and must be removed a week after the holiday.
2. Christmas decorations may be displayed any time after Thanksgiving and must be removed three weeks following the holiday.
3. Wooden and electrical holiday displays must be placed in the bed directly in front of the unit only.
4. Displays cannot be placed on the roof of any building.
5. Residents must not attach anything to the brick, wood, vinyl or Hardie Board siding in the front or back of the unit. Attaching to the vinyl or Hardie Board siding may jeopardize the warranty. Damages or violations of the warranty provisions will result in the owner being liable for the damages. The Association will replace the siding and all costs will be assessed to the owner.
6. Residents are responsible for the proper disposal of their Christmas trees which may be removed on heavy trash pickup day. Do not leave the discarded Christmas trees in the carports or in the common areas. Please contact the Association office if you are unsure of trash pick-up days.



**XIX. SIGNAGE AND FLAGS**

Residents shall not post any sign, window decal, advertisement or poster of any kind on the property, or which may be visible from the exterior of a unit without written authorization from the Association.

Approved signs are as follow:

1. A single standard size real estate sign located in one window of a unit.
2. A single alarm yard sign located near the front entrance or on the patio or back.
3. A single alarm window decal placed on a front and/or rear window or gate only.
4. A single fire safety decal: "Child Find" or "Pet Find" on a single front and/or rear.
5. A single "Beware of Dog" sign on the patio or back balcony gate only.

The foregoing prohibition as to signs is not applicable to political signs as set forth herein. The display of political signs shall be permitted in accordance with Section 202.009 of the Texas Property Code as it currently exists or as same may be amended or modified. The display of political signs advertising a candidate or ballot item for election may be displayed for ninety (90) days before an election or ten (10) days after an election within owner's unit or limited common area.

Ornamental, seasonal flags, school or collegiate banners or pennants and windsocks are allowed only within the patio areas or rear balconies.

- A flag of the sovereign country is the only type of flag to be displayed during appropriate occasions and in accordance with flag etiquette i.e.:
- A flag should not be used as a drapery or for any decoration in general.
- A flag should only be displayed from sunrise to sunset unless illuminated at night.
- A flag should not be draped over a balcony or left out in the elements.
- Residents will be assessed for damage to the vinyl or Hardie plank siding if they attach a flag holder to the vinyl or Hardie plank siding.

**XX. TRASH**

It is important for all residents to be responsible for maintaining their trash receptacle areas, not only out of consideration of your neighbors, but also to keep the rodent infestations to a minimum.

1. Residents are responsible to obtain their own trash receptacles/cans with lids. It is recommended that residents place their unit number on their trash receptacle.
2. Trash receptacles are to be kept in their designated area in or near the storage shed. Extra trash receptacles must be kept on the resident's patio until the evening before the trash pick-up day.
3. All garbage must be placed in secured garbage bags in the trash cans/receptacles. Do not place loose garbage in the trash receptacles.
4. Bulk trash items such as small furniture and appliances may be set out in residents' carport the evening before the 2nd pick up day of the week.
5. Trash may not be placed in open trash containers prior to pick up days.

**XXI. RULES ENFORCEMENT****A. Violation Verification:**

All violations of the Rules of the Association shall be verified by a member of the Board of the Association, the Association's managing agent, or may be substantiated by a written report by more than one owner or resident at the property.

**B. Written Notice:**

Upon verification of a violation of the rules, or based upon a satisfactory written report(s) of owners or residents, the Association shall, through its managing agent, forward written notice of the violation(s) to:

1. If the unit is occupied by the owner, to the owner, and
2. If the unit is occupied by a tenant, to owner and tenant. All notices of violations to be forwarded to the owner shall be sent to the most current mailing address provided to the Association by such owner.

The notice shall:

- A. describe the violation,
- B. state a reasonable period of time within which the violation must be cured in order to avoid a fine or other enforcement action, and
- C. notify the owner that a fine will be levied against the owner unless the violation is cured within the stated period of time.
- D. The notice shall further set forth the amount of the fine to be levied and indicate how frequently the fine will be levied if the violation of the rules continues to exist.
- E. The opportunity to cure the violation and avoid the fine need not be given if the owner was given notice and an opportunity to cure a similar violation within the preceding twelve (12) months.

**C. Hearing with Board members:**

After the notice of violation and the amount of the proposed fine (with the opportunity to cure and avoid the fine and ability to request a hearing), the Association shall hold a hearing after the expiration of the thirty (30) days from the date of the notice. Unit owner will be sent notice of the Board's decision at the hearing and any fines levied according to the Texas Property Code.

**D. Fines:**

Upon levying the fine, the Association shall give written notice to the owner not later than thirty (30) days after the date of the levy.

1. The amount of the fine to be levied against an owner for the violation of a rule shall be determined by the Association based upon the sole discretion of the Board and in

accordance with the Fine Assessment Schedule set forth and shall be collected in the same manner as assessments.

2. Owners shall be liable to the Association for violations of these Rules by the owner, an occupant of the owner's unit (whether tenant, resident, or the owner's/resident's/tenant's family, guests, employees, agents, or invitees), and for all costs incurred by the Association to obtain compliance, including attorney's fees, whether or not suit is filed.
3. In addition to the foregoing, in the event these rules are violated, the Association may bring in action at law for declaratory and/or injunctive relief with any court of competent jurisdiction; or seek any other remedy allowed by law. In any event, the Association shall be entitled to seek and collect reasonable attorney's fees, costs, and expenses incurred in the enforcement of these Rules.

**XXII. FINE SCHEDULE**

This policy may be amended as deemed necessary by the Georgetown Homeowners Association, Inc. Board of Directors.

Violation Type	Description	Penalty	Fine Frequency
Architectural	Modification w/o prior approval	\$250	30 Days
Architectural	Not Built to Approved Plans	\$250	30 Days
Pet Waste	Not picking up after dog(s)	- \$25 first two occurrences - \$50 each occurrence thereafter	1 <sup>st</sup> & 2 <sup>nd</sup> Occurrence  As needed
Pet Off Leash	Allowing dogs to run in common area off leash	- \$25 first two occurrences - \$50 each occurrence thereafter	1 <sup>st</sup> & 2 <sup>nd</sup> Occurrence  As needed
Leasing Rules – Owner and Tenant	Owner failure to provide required tenant documentation	- \$50 first occurrence - \$25 each month thereafter until provided	1 <sup>st</sup> Occurrence  30 days
	Owner failure to provide required tenant documentation two or more occasions during 12 month period	- \$100 each	As needed
Resident in Guest Parking	After first tag notice	Immediate Tow	Each Occurrence
Parking in Fire Lane or by Hydrant	Illegally parked	Immediate Tow	Each Occurrence
Blocking Access to Road or Parking	Illegally parked	Immediate Tow	Each Occurrence
Grilling on Balconies	Use of wood burning and gas outdoor grills, smokers, and fire pits is prohibited on balconies	- \$250 first occurrence - \$500 each occurrence thereafter	As needed
Other violations:	See Pgs. 22-23 of these Rules and Regulations for notification, hearings, fines, and opportunity to correct.		
- 1 <sup>st</sup> offense		\$25.00	30 days
- 2 <sup>nd</sup> offense or Failure to Cure		\$25.00	30 days
- 3 <sup>rd</sup> offense or Failure to Cure		\$50.00	30 days
- 4 <sup>th</sup> offense or Failure to Cure		\$100.00	Recurring every 30 days to a maximum of \$500.00

**XXIII. FEE SCHEDULE**

Category	Description	Fee	
Clubhouse	Rental Fee	\$ 25	
Clubhouse	Rental Deposit	\$ 150	Refundable based on conditions in policy
Clubhouse	Lost Key Replacement	\$ 50	
Dog Park	Annual Fee	\$ 50	Per household - due each January
Dog Park	Late Fee	\$ 15	Charged to late annual fees
Dog Park	Extra Key	\$ 10	Maximum 3 per household
Dog Park	Lock Re-Key Fee	\$ 500	
Dog Park	Registration Fee	\$ 15	per dog – maximum 4 per household
Dog Park	Replacement Tags	\$ 5	
Dog Park	Guest Registration	\$ 5	
Dog Park	Reinstatement Fee	\$ 10	
Pool	Party Use Fee	\$ 10	
Pool	Party Use Deposit	\$ 150	Refundable based on conditions in policy

## XXIV. Georgetown Homeowners Association Responsibility Chart

**A = Association Responsibility**

**O = Owner Responsibility**

Category	HOA/Owner
Air Conditioner Drain Line Monthly Maintenance	O
Air Conditioner Drain Line – Individual in Unit	O
Air Conditioner Drain Line – Shared	A
Attic Space	A
Balcony Covers	O
Balcony Lattice and Structure	A
Building Exterior Structure <i>(includes flashing, gutters, downspouts, etc.)</i>	A
Chimney Structure	A
Chimney Cleaning	O
Chimney Repairs - Interior	O
Doorbell	O
Doors – Exterior/Interior	O
Drain Lines Interior Serving One Unit (includes kitchen, bathroom, and laundry) Owner is responsible for all repairs including damage to other units and HOA property	O
Drain Lines Interior Shared	A
Drains & Sewer Lines – Underground	A
Driveways, Alleys, and Parking Pavement	A
Dryer Vent Cleaning	O
Dryer Vent Exterior and Dryer Vent Cap	A
Electrical – Exterior Breaker Box	O
Electrical – Interior Wiring & Fixtures	O
Electrical – Gutter Box and Wiring from Transformer	A
Electrical Meter	A
Electrical Wiring to and from the meter	O
Exterior Light Fixtures that operate from inside of the unit	O
Extermination – Exterior Only <i>(includes rodents, termites, ants, bees, and wasps)</i>	A
Fireplace – Annual Inspection & Cleaning	O
Fireplace – Repairs Exterior	A
Fireplace – Repairs Interior	O
Fence	A
Fence – Double Fencing: Staining	O
Foundation <i>(HOA will repair only after foundation is evaluated by a structural engineer. HOA is responsible to bring walls and ceilings back to textured primes surfaces, no painting required. HOA will paint using owner supplied paint)</i>	A
Furnace Including Annual Inspection	O
Gas Line Inspection – Common Lines	A
Gas Line Inspection – Individual Lines downstream from furnace shut off valve	O
Gate Latch – Original only	A
Gate Locks	O
Inspection Reports	O
Insurance – Common Area & Structure	A
Insurance – Contents, Upgrades & Liability for Damages to your unit and neighboring units from leaks & other, HOA insurance deductible (if applicable)	O

Irregular Cracks <i>(Report to HOA and include photos to determine cause &amp; responsibility. See foundation)</i>	A/O
Mailbox, Hardware, and Unit Number	O
Patio Outlets and Wiring to Exterior A/C Unit	O
Patio Slab – Original	A
Patio Slab – Upgrades	O
Patio Trees larger than 8" diameter	A
Plumbing – Common Lines Damages – Carpet <i>(HOA will cover cleaning/drying or apply a percentage toward carpet allowance)</i>	A
Plumbing – Common Lines Damages – Drywall	A
Plumbing – Common Lines Damages – Paint Materials	O
Plumbing – Common Lines Damages – Paint Labor	A
Plumbing – Common Lines Damages – Upgrades <i>(HOA will NOT cover damages to upgrades, only the original construction)</i>	O
Plumbing – Lines Serving One Unit	O
Plumbing – Underground Lines	A
Roof and Existing Skylights	A
Roof Leak Damages – Carpet <i>(HOA will cover cleaning/drying or apply a percentage toward carpet allowance)</i>	A
Roof Leak Damages – Drywall	A
Roof Leak Damages – Paint Material	O
Roof Leak Damages – Painting Labor	A
Roof Leak Damages – Upgrades <i>(HOA will NOT cover damages to upgrades, only the original construction)</i>	O
Sewer Line Backups	A
Storage Shed Structure and Exterior	A
Storage Shed Structure Damages by Owner, Waterproofing, Roofing, Dustproofing and Sealing	O
Toilet Backups – Individual Lines	O
Toilet Backups from Common Sewer Lines	A
Washer/Dryer Connections & Leaks	O
Windows and Screens	O
Water Faucets – Exterior Original	O

THE ASSOCIATION MAY CHARGE THE INDIVIDUAL OWNER(S) FOR WORK IN AREAS LISTED HERE OR SUBSEQUENTLY APPROVED AS THE RESPONSIBILITY OF THE ASSOCIATION IF THE NEED FOR SUCH WORK WAS CAUSED BY THE ACTS OF FAILURE TO ACT BY THE OWNERS(S), THEIR HOUSEHOLD MEMBERS OR OTHERS WHO ARE ON THE PROPERTY AT THE REQUEST OF THE OR FOR THE SERVICE OF THE OWNER(S).

**RECORDER'S MEMORANDUM:**  
 At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, corrections and changes were present at the time the instrument was filed and recorded.

FILED FOR RECORD

8:00:00 AM

Wednesday, July 19, 2017

*Stan Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County Texas

Wednesday, July 19, 2017



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS