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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR
GEORGETOWN SQUARE TOWNHOMES

THIS DECLARATION is made on the date hereinafter set forth by a majority of the square foot area of the residential lots in GEORGETOWN SQUARE:

WITNESSETH:

WHEREAS, BELCASTLE CORPORATION ("Original Declarant") executed that one certain Restrictions, Covenants and Conditions of Georgetown Square executed May 1, 1971, recorded under County Clerk's File Number D338331, Official Public Records of Harris County, Texas (the "Original Declaration"); and

WHEREAS, Pursuant to Article V, Section 1 of the Original Declaration, the owners of a majority of the square foot area of the residential lots in Georgetown Square may terminate or amend the Original Declaration on January 1, 2010 by executing, acknowledging and filing for record in the Office of the County Clerk of Harris County, Texas, an appropriate instrument or agreement in writing for such purpose; and

WHEREAS, the owners of a majority of the square foot area of the residential lots in Georgetown Square have determined to amend and restate the Original Declaration in its entirety as the most efficient manner of effecting an amendment to the Original Declaration.

NOW THEREFORE, the owners of a majority of the square foot area of the residential lots in Georgetown Square declare that effective January 1, 2010 (the "Effective Date"), this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Georgetown Square Townhomes restates, amends, supersedes and replaces in its entirety the Original Declaration. All references to these Covenants and/or this Declaration in this document and/or in the Governing Documents and/or any other document related hereto or related to the Georgetown Square Civic Corporation shall refer to and mean this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Georgetown Square Townhomes, which shall be binding upon all of the Property and all Owners of any part thereof from and after the Effective Date.

ARTICLE I.
Definitions

Unless the context shall prohibit, certain words used in this Declaration shall have the definitional meaning set forth below:

(a) "Association" shall mean and refer to Georgetown Square Civic Corporation, a nonprofit Texas corporation, its successors and assigns.

(b) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(c) "By-Laws" shall refer to the By-Laws of Georgetown Square Civic Corporation.

(d) "Common Property" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

(e) "Community" shall mean and refer to that certain real property and interests therein described in Exhibit "A", attached hereto, commonly known as the Georgetown Square Townhomes.

(f) "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association.

(g) "Construction Review Committee" or "CRC" shall mean and refer to the Construction Review Committee which may be the Board or three (3) members appointed by the Board, which members must be resident Unit Owners. Members of the CRC may be removed at any time, and vacancies filled, by the Board.

(h) "Majority" means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total eligible number.

(i) "Mortgage" means any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

(j) "Mortgagee" shall mean the holder of a Mortgage.

(k) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Unit located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

(l) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

(m) "Rules" means such rules and regulations, use restrictions and construction guidelines promulgated from time to time by the Board of Directors which are applicable to the Units and Common Property.

(o) "Unit" shall mean a portion of the Community intended for ownership and use as an individual townhome residence (both the real property and the improvements located thereon) and as permitted in this Declaration and as shown on the plat, or amendments thereto, recorded in the Official Public Records of Real Property of Harris County, Texas, for the real property described on Exhibit "A" attached hereto, and any such other portion of the Community shown on any plat or plats recorded in the Official Public Records of Real Property of Harris County, Texas, when annexed into the Association and made subject to this Declaration. The ownership of each Unit shall include, and there shall pass with each Unit as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Property, which shall include, without limitation, membership in the Association. Each Unit shall for all purposes constitute real property which may be owned in fee simple and which may be conveyed, transferred, or encumbered in the same manner as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his or her Unit, subject to this Declaration. All air conditioning apparatus serving only one Unit shall be a part of the Unit so served. Each Owner shall have the right to lateral and subjacent support for his or her Unit, and such right shall pass with the Unit.

ARTICLE II.

Property Subject to This Declaration

Section 1. Property Hereby Subjected to This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is the real property described in Exhibit "A", attached hereto and by reference made a part hereof, and any additional real property annexed into the Association and made subject to the terms of this Declaration.

ARTICLE III.

Association Membership and Voting Rights

Section 1. Membership. Every person who is the record owner of a fee or undivided fee interest in any Unit that is subject to this Declaration shall be deemed to have a membership in the Association (a "Member"). The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Unit. In the event of multiple Owners of a Unit, votes and rights of use and enjoyment shall be as provided in this Declaration and in the By-Laws. Membership shall be appurtenant to and may not be separated from ownership of any Unit. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Unit owned. No member or spouse of any member shall be

entitled to vote or exercise any other right or privilege of membership if such member is delinquent with respect to any assessments due hereunder.

Section 2. Voting. The Association shall have one (1) class of membership as follows:

(a) Members. Members shall be all Owners. Members shall be entitled to one (1) vote for each Unit owned, regardless of where such Unit is located. When more than one Person holds an ownership interest in any Unit, the vote for such Unit shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended in the event more than one Person seeks to exercise it.

Section 3. Management. The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by the Board of Directors pursuant to the procedures set forth in the Articles of Incorporation and Bylaws of the Association, subject to this Declaration.

Section 4. Duties and Powers of the Board. Through the Board, the Association shall have the following powers and duties:

(a) To adopt Rules and other regulations to implement this Declaration and the By-Laws.

(b) To enforce this Declaration, the By-Laws, its Rules and other regulations.

(c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors or such member is delinquent in the payment of an assessment for more than twenty (20) days, as set forth in the By-Laws.

(d) If deemed necessary, employ a manager, an independent contractor, or such other employees as the Board deems necessary, and to proscribe their duties

(e) Delegate responsibility to, and contract with, a management company, for collection of the assessments and enforcement of this Declaration, the Bylaws and the rules and regulations of the Association.

(f) To enter into such contracts and agreements concerning the Community as the Board deems reasonably necessary or appropriate to maintain and operate the Community in accordance with the Declaration, including without limitation, the right to enter into agreements with adjoining or nearby landowners or governmental entities on matters such as maintenance, trash pick-up, repair, administration, security, traffic, streets or other matters of mutual interest.

(g) To take any and all actions, and to cause to be taken any and all actions which are the responsibility of the Association and the Board pursuant to this Declaration and the By-Laws, including but not limited to duties relating to electing Directors, creating budgets, delegating power, establishing and collecting assessments, the enforcement of all of the obligations of the Owners, to receive complaints and make determinations about violations of this Declaration, the By-Laws, the Rules and regulations, the holding of annual and special meetings, the management and maintenance of Common Property, the performance of all maintenance obligations of the Association hereunder and the payment of all costs and expenses to be paid by the Association hereunder.

(h) To suspend the vote or the exercise of any other right or privilege of membership if the Owner is delinquent in the payment of any assessment or in violation of any provision of the Declaration.

Section 5. Litigation. Except as provided below, the Association shall not commence any judicial or administrative proceeding without the approval of 51% of the total eligible Association vote. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration and/or the Rules (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article IV; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above. This Section shall apply in addition to the provisions of Article XII, Section 17, if applicable.

ARTICLE IV. Assessments

Section 1. Purpose of Assessments. The assessments provided for herein shall be used for the general purpose of promoting the recreation, common benefit, and enjoyment of all of the Owners and occupants of Units, including but not limited to the maintenance of real and personal property, such as the Common Property, all as may be more specifically authorized from time to time by the Board of Directors. The judgment of the Board of Directors as to expenditures of assessments shall be final and conclusive so long as its judgment is exercised in good faith.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges assessed against said Unit; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Unit which are established pursuant to the terms of this Declaration, including, but not limited to, reimbursement assessments and reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with late charges, interest, not to exceed the maximum legal rate, costs and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing vendor's lien upon the Unit against which each assessment is

made for the benefit of the Association and the owner of each Unit hereby covenants and agrees to grant and does hereby grant to an officer of the Association as Trustee for the Association, the continuing vendor's lien and power of sale on each Unit to secure all such sums set forth herein. The Association, shall have the right to appoint one or more successor or substitute trustees to act instead of the trustee named herein without other formality than the recordation in the Official Public Records Real Property of Harris County, Texas of a written designation of such trustee. Such substitute or successor trustee shall have all authority hereby conferred on the Trustee herein named. Each such assessment, together with late charges, fines, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person who was the Owner of such Unit at the time the assessment fell due. Each Owner shall be personally liable for each assessment coming due while he or she is the Owner of a Unit, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgage holder taking title through foreclosure proceedings or deed in lieu of foreclosure.

Assessments shall be assessed based upon the linear feet of primary street frontage of the Unit as platted, regardless of where such Unit is located, in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) business days' written notice, of the annual assessment for delinquents. Unless otherwise provided by the Board, the assessments shall be paid annually.

Common Property shall be exempt from assessments.

Section 3. Computation. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which may provide for an increase over the previous year's budget and which may include a capital contribution or reserve in accordance with a capital budget separately prepared. Such budget may also take into account annexations which the Board reasonably believes may occur in the coming year, if any. The Board shall cause the budget and the assessments to be levied against each Unit for the following year to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year, or as soon as practicable. The budget and the assessment shall become effective unless disapproved at a meeting by the Majority of the total eligible votes of the Owners. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 4A. Special Assessments. Capitalization Fee. In addition to the other assessments authorized herein, the Association may levy special assessments in any year for the purpose of defraying in whole or part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement or such other addition to the Common Property, and/or for the operation of the Common Property. Special assessments shall be effective only if approved by a Majority of the eligible votes of Members present in person or by proxy at a meeting of the Members called for this purpose. Special assessments shall be paid as determined

by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed. The proper purpose of a special assessment hereunder shall be any purpose determined by the Board of Directors to be in the best interests of the Association.

Each Owner of a Unit (whether one or more Persons and regardless of whether such Owner holds the fee interest singly or jointly), at the time it purchases a Unit from the previous owner (i.e. at every sale beginning with the first Owner to purchase the Unit after the Effective Date), shall be obligated to pay a capitalization fee in the amount of \$125.00, which funds shall be used to defray operating costs and other expenses of the Association and to keep the Association well capitalized, as the Board shall determine in its sole discretion. This amount may be changed prospectively by Board action, but not retroactively, if the Board determines it to be in the best interest of the Association.

Section 4B. Reimbursement Assessments. The Board, subject to the provisions hereof, may levy a reimbursement assessment against any Owner (or Unit) if the failure of the Owner (or Unit), or of the Owner's family, guests or tenants to comply with this Declaration, the By-laws, or any rules applicable to such Owner and/or Unit shall have resulted in the expenditure of funds or the determination that funds will be expended by the Association to cause such compliance. The amount of such reimbursement assessment shall be due and payable to the Association ten (10) business days after notice to the Owner (or Unit) of the decision of the Board that such reimbursement assessment is owing. Any fines assessed for non-compliance will also be deemed to be reimbursement assessments, to be collected as such.

Section 5. Lien for Assessments. All sums assessed against any Unit pursuant to this Declaration, together with late charges, fines, interest, costs and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a continuing vendor's lien on such Unit in favor of the Association. Such continuing vendor's lien shall be superior to all other liens and encumbrances on such Unit, except for (a) liens of ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage duly recorded in the Official Public Records of Real Property of Harris County, Texas, and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument.

All other persons acquiring liens or encumbrances on any Unit after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) business days may, at the Board's sole discretion, incur a late charge in the amount of \$50.00, which amount may be amended as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) business days following the due date. If the assessment is not paid within thirty (30) calendar days, a lien, as herein provided, shall attach and, in addition, the lien

shall include the late charge, interest (not to exceed the lesser of eighteen percent (18%) per annum or the maximum legal rate) shall accrue on the principal amount due, from the date first due and payable and all costs of collection including but not limited to reasonable attorney's fees. In the event that the assessment remains unpaid after sixty (60) calendar days, the Association may, as the Board shall determine, institute suit to collect such amount and/or take action to foreclose its lien, either by action for judicial foreclosure in the manner prescribed by law or non-judicial foreclosure sale by directing the Trustee to foreclose the lien by public sale conducted in accordance with the notice, posting and other requirements of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. In the event that the Association has determined to non-judicially foreclose the lien provided herein and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) calendar days prior to the date on which said sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Harris County, Texas. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and reasonable trustee's fee; second from such proceeds there shall be paid late charges, fines and interest (in that order); third from such proceeds there shall be paid to the Association an amount equal to the amount in default; fourth, from such proceeds there shall be paid any lienholders which hold liens against the Unit which are inferior to the Association's lien; and fifth, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Unit foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

It is the intent of the provisions of this Article IV, Section 6 to comply with the provisions of Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the President or Vice President of the Association, acting without joinder of any Owner or Mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Harris County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

Each Owner, by acceptance of a deed to a Unit or as a party to any other type of a conveyance of a Unit, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Unit at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same. No

Owner may waive or otherwise except liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Unit.

All payments shall be applied in such order and in such manner as directed by the Board of Directors, in its sole discretion. Absent direction from the Board, payments shall be applied first to costs and attorney's fees, then to late charges, to fines, then interest and then to delinquent assessments. In addition to all other remedies of the Association set forth herein, in the event any member is delinquent in the payment of any assessments due pursuant to this Declaration, or shall otherwise be in default hereunder, then such member shall not be entitled to exercise the rights and privileges of membership, including but not limited to the right to vote and hold office, and the Association shall have the right to suspend the right of such member (and his or her guests or tenant(s) or other occupants of a Unit) from using the Common Property, until such delinquency is cured. The election by the Association to exercise any of its remedies herein permitted shall not be construed to constitute an election to waive the right to exercise any other remedy available. The Association is hereby authorized by all Owners to use any and all of such remedies as often as may be required to collect payment of all sums secured by the lien hereunder.

Section 7. Date of Commencement of Annual Assessments. The annual assessments procedure provided for herein shall commence on the Effective Date and shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year and the number of days in the month of such first conveyance.

Section 8. Intentionally Deleted.

Section 9. Assessment Certificate and Transfer Fee. Upon written request by an Owner, the Association shall within a reasonable period of time, issue to an Owner a written certificate stating that all assessments (including interest and costs), have been paid with respect to any specified Unit, and if all assessments and charges have not been paid, setting forth the amount of such assessments and charges (including interest and costs, if any) due and payable as of the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser or lender on the Unit specified in such certificate. The Association shall have the right to charge any Owner selling or otherwise transferring title to a Unit, a fee which is reasonable compensation, in the opinion of the Board, for the costs incurred by the Association in changing its records to reflect the transfer of ownership.

ARTICLE V. Maintenance

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. The Association shall maintain and keep in good repair all improvements located on the Common Property, including but not limited to, any swimming

pool, any paved or concrete walkways, driveways, alleys, parking areas and patios, if any, which are part of Common Property. Any paved or concrete walkways, driveways, parking areas and patios located within the boundaries of a Unit shall be the responsibility of the Owner of such Unit.

The Association shall have the right but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners. Except as otherwise provided herein, all costs associated with said elective maintenance and maintenance, repair and replacement of the Common Property, shall be a common expense to be allocated among the Units as part of the annual assessments.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

The Association will only perform the various items to which it has reasonable access. If reasonable access is blocked or denied, the Association will not perform such items, however the assessments of any Owner whose Unit does not allow reasonable access will not be reduced.

Section 2. Owner's Responsibility. All maintenance of the Unit shall be the responsibility of the Owner thereof. Such maintenance shall specifically include, but not be limited to, all structures, yards, landscaping, parking areas and other improvements on the Unit, exterior light fixture and bulb replacement, repair maintenance to the frame of any improvements, including the frame of the roof, the roof, patios, decks, entry doors and garage doors, painting, and all glass and all appurtenant hardware. In addition, the Owner shall maintain all pipes, lines, ducts, conduits, or other apparatus which serve the Unit, whether located within or without a Unit's boundaries (including all gas, electricity, water, sewer or air conditioning pipes, lines, ducts, conduits or other apparatus serving the Unit). The Owner shall also maintain any landscaping and/or planting on its Unit, including removal of dead or diseased landscaping or vegetation.

Such maintenance shall be performed consistent with this Declaration and the Community Wide Standard established pursuant hereto. In the event that the Board of Directors of the Association determines that (a) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or (b) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, and is not covered or paid for by insurance, in whole or in part, then, in addition to the enforcement and self help remedies set forth in Article XII, the Association may turn this matter over to its attorney for further handling and/or the Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) business days within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or

replacement is not capable of completion within a ten (10) business day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement and shall bill the Owner therefore 110% of such cost and expenses, plus a \$50.00 administrative fee, such bill to be due upon receipt and if not timely paid, such bill shall be added to and become a part of the assessment as a reimbursement assessment to which such Owner is subject and shall become a lien against the Unit.

Section 3. Party Walls.

(a) General Rules of Law to Apply. Each wall built as a part of the original construction of the Units which shall serve and separate any two (2) adjoining Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who the wall serves in equal proportions.

(c) Damage and Destruction. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who the wall serves may restore it, and the other Owner or Owners that the wall serves shall thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

(d) Weatherproofing. Notwithstanding any other provision of this Section, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(f) Foundation, Fences. Common foundations which form a part of the Units and common fences between Units, if any, will be dealt with in the same fashion as party walls, as set forth in this section.

(g) Alternative Dispute Resolution. In the event of any dispute arising concerning a party wall, or under the provisions of this Section, and as a condition precedent to any right of legal action that either party may have against the other, the parties must participate in either mediation or non-binding arbitration.

Section 4. Security Lights

(a) Reimbursement. The Association will provide and maintain exterior alley light fixtures at Unit locations to be determined by the Association and shall reimburse the Owner's of those Units to maintain dusk to dawn power to such light fixtures daily. The Board of Directors shall maintain a list of the location of the Unit's reimbursed for security lighting.

ARTICLE VI. Use Restrictions and Rules

Section 1. General. The Board of Directors may, from time to time, with notice and upon vote by the Majority of eligible votes of Owners at a meeting for such purpose, promulgate, modify, or delete use restrictions and Rules and other regulations applicable to all of the Units and the Common Property and the Community. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled, or modified in a regular or special meeting by vote of the Members holding a Majority of the total votes in the Association.

Such Rules and other regulations may apply to activities in the Community, including but not limited to, the use of the Common Property, traffic and parking rules, and the leasing of residences by the Owners thereof. Such Rules and regulations shall not be applied in any manner which would prohibit or restrict the development of the Community.

Section 2. Occupants Bound. All provisions of the Declaration and of any Rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Unit.

Section 3. Nuisance. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her Unit. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Unit that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community.

Section 4. Construction Review. No exterior construction on any existing residence and/or other improvements on any Unit shall be commenced, erected, or permitted to continue on any Unit, nor shall any additional improvements be commenced, erected, placed, moved onto or permitted to remain on any Unit, except such as is approved in writing by the Construction

Review Committee (or the Board of Directors should no Construction Review Committee have been formed) of the Association or its designee after review of the plans and specifications showing the nature, kind, shape, height, materials and location submitted in writing to the CRC (or Board). The Board or its designee may promulgate written guidelines for the exercise of this review which shall be approved by the Majority of eligible votes of the Owners.

In the event that the Board or its designee fails to approve or to disapprove such plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with.

The standards and procedures established by this Article and/or the CRC are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Community, they do not create any duty to any person. The reviewer shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring the quality of the materials used or their fitness for the purpose designed, nor for ensuring that all dwellings are of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners.

The Association, the Board, the CRC, any other Association committee, or member of any of the foregoing shall not be held liable for soil conditions, drainage, or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not such has approved or featured such contractor as a builder in Texas; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Unit. In all matters, the Board, the CRC and the members of each shall be defended and indemnified by the Association as provided in Article XII, Section 10.

The reviewer may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. No variance shall (a) be effective unless in writing, (b) be contrary to this Declaration; or (c) stop the reviewer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance and may be considered a determination for rejection of the plans.

Section 5. Parking. No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery, or equipment of any kind may be stored on any part of any Unit, easement, or right-of-way, unless such vehicle or object is completely concealed from public view inside a garage. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) have current license plates and inspection stickers; (c) are in weekly use as motor vehicles on the streets and highways of the State of Texas; (d) do not exceed six feet six inches (6'6") in

height, or eight feet (8') in width, or twenty-four feet (24') in length, and (e) do not have more than six (6) tires, are permitted to be parked in the right-of-way in front of the Owner's Unit. No vehicle of any kind may be parked in any alley or in a driveway so as to block any alley. No garage shall be enclosed, modified or otherwise used so as to reduce its capacity for parking vehicles. Garage doors shall remain closed except during ingress and egress or when the garage is being used by the Owner or occupant. No vehicle may be repaired on a Unit unless the vehicle being repaired is concealed inside a garage. Vehicles that become inoperable while within the Community must be removed within one (1) week thereof. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Community during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a Unit in the immediate vicinity; provided, however, Owners or occupants of Units may seek a temporary variance from these restrictions for their guests by notifying the Board of Directors of the Association and immediate neighbors prior to the needed use.

Section 6. Signs. Other than one (1) standard size for sale or rent signs, or signs for a security company, no signs, billboards, posters or advertising devices of any kind shall be permitted on any Unit without the prior written consent of the Board. The size, shape and color of any signs other than for sale signs must be reasonable and not affect the overall aesthetics of the Community. Notwithstanding anything herein to the contrary, Units may display up to four (4) political advertising signs advertising a political candidate or ballot item for an election.

Section 7. No Storage Buildings. No exterior storage building, garbage bins, recycling bins, or similar items shall be allowed on the front or sideyard of any Unit.

Section 8. Intentionally Deleted.

Section 9. Use and Occupancy. The Units shall be used and occupied in a manner that is consistent with the zoning regulations contained in the City of Bellaire, Texas' Code of Ordinances.

Section 10. Intentionally Deleted

Section 11. Leasing of Units.

- (a) Definition. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.
- (b) Leasing Provisions.
 - (i) General. Units may be rented only in their entirety; no fraction or portion may be rented. All leases shall be in writing and shall be for an initial

term of no less than thirty (30) calendar days, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board of Directors, shall be given to the Board of Directors by the Owner within ten (10) calendar days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the Rules and regulations. The Board of Directors may adopt reasonable rules regulating leasing which rules shall be approved by the Majority of eligible votes of the Owners.

(ii) Compliance with Declaration, By-Laws and Rules and regulations. Every Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws and the Rules adopted pursuant to the foregoing, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any such violation.

Section 12. Animals and Pets. No animals, livestock or poultry may be raised, bred, or kept on any portion of the Community except in compliance with the City of Bellaire, Texas' Code of Ordinances. Dogs at all times whenever they are outside a Unit shall be confined by a leash held by a responsible person.

Section 13. Use of Temporary Structures. No structure of a temporary character, whether trailer, tent, shack, garage, barn, shed, or other outbuilding shall be maintained or used on any Unit at any time as a residence, or for any other purpose, either temporarily or permanently.

Section 14. Drainage. Without the prior written consent of the Construction Review Committee, no Owner of a Unit shall be permitted to construct improvements on such Unit or to grade such Unit or to permit such Unit to remain in or be placed in such condition that surface water on such Unit drains to any other Unit or the Common Property.

Section 15. Flagpoles. No more than one (1) free standing flagpole shall be permanently erected on any Unit.

Section 16. Exterior Lighting. To promote the public safety in the Community, all Units shall maintain a working exterior light on the Unit capable of illuminating the front of the Unit from dusk until dawn. No exterior lighting may shed light onto other property in the Community or into residential dwellings in such a manner that creates a nuisance.

Section 17. Sound Devices. No external horns, whistles, bells, or other sound devices, except for security systems used exclusively to protect the residence, shall be placed or used on any Unit.

Section 18. Window Treatment. No window in any residence or other improvement that is visible from any other Unit or a street may be covered with any aluminum foil or other reflective material.

Section 19. Intentionally deleted.

Section 20. Playground. No jungle gyms, swing sets or similar playground equipment shall be erected or installed on any Unit in a location that is visible from the rights-of-way and Common Property.

Section 21. Rules. The Board of Directors is hereby specifically authorized to promulgate Rules governing the Community, including but not limited to Rules incorporating use restrictions, parking and traffic issues, usage of the Common Property and any other activity within or related to the Community.

Section 22. Trash Collection. Trash or recycling receptacles may be placed at the curb for collection no sooner than the evening before the day of trash collection and must be retrieved by the Owner and stored out of view inside of the Owner's garage or Unit the day of collection.

Section 23. Lighting. Traditional holiday decorative lights may be displayed for one (1) month prior to and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed.

Section 24. Alleys. The alleys within the Community are designated for vehicular and pedestrian ingress and egress to the Community and the Units. No Person shall park in the alleys, or park in a driveway so as to block any alley.

ARTICLE VII.

Insurance and Casualty Losses

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction (as defined below) in the event of damage or destruction from any such hazard. Each Owner should obtain insurance to cover its respective Unit.

The Board shall obtain a general liability policy, which includes premises liability coverage applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. Each Owner should obtain insurance to cover general liability insurance, which includes premises liability coverage within its respective Unit.

Premiums for all insurance which it is the obligation of the Association to provide shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

In addition to the other insurance required by this Section, the Board shall obtain, if and to the extent necessary, a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) business days' prior written notice to the Association.

Section 2. Damage and Destruction.

(a) In General. Immediately after the damage or destruction by fire or other casualty to all or any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article, for any improvements on Common Property shall mean restoring or repairing to substantially the same condition and location that existed prior to the fire or other casualty.

(b) Repair and Reconstruction. Any damage or destruction to any Unit or Units shall be repaired or reconstructed by the Owner(s). Any damage or destruction to any Common Property shall be repaired or reconstructed unless a Majority of the eligible votes of the Owners agree otherwise.

If the damage or destruction to Common Property for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners for the deficiency. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association; provided that the Owner and Mortgagee of any Unit for which proceeds are received agree to the distribution as their interest may appear.

In the event that it should be determined by the Association in the manner described above that the damage or destruction to the Common Property shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Property by the Association in a neat and attractive condition.

ARTICLE VIII.

Condemnation

Section 1. Common Property. If the taking involves a portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) calendar days after such taking, and at least the Majority of eligible votes of the Owners of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefore. The provisions of Article VII, Section 2, above, applicable to Common Property improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

Section 2. Intentionally Deleted

ARTICLE IX.
Mortgagee Provisions

The following provisions are for the benefit of holders of first Mortgages on Units in the Community. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number), (therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

Section 2. Special Provisions. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 4. Notice to Association. Each Unit Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Unit. Each Unit Owner shall be obligated to furnish the Association's Board of Directors any changes to such information within a reasonable time after such changes become effective.

ARTICLE X.
Easements

Section 1. Intentionally Deleted.

Section 2. Easements for Use and Enjoyment.

(a) Every Owner of a Unit shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his Unit, subject to the following provisions:

(i) the right of the Association to limit the number of guests of Unit Owners and tenants who may use the Common Property;

(ii) the right of the Association to suspend the voting rights of a Unit Owner and the right of an Owner to use the recreational facilities in the Community, if any, for any period during which any assessment against his Unit which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, By-Laws, or Rules and regulations;

(iii) the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan an assignment of future assessments and/or a mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of any Unit or Unit Owner, or the holder of any Mortgage, irrespective of when executed, given by any Unit Owner encumbering any Unit or other property located within the Community (any provision in this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of any Unit or Unit Owner, or the holder of any Mortgage, irrespective of when executed, given by any Unit Owner encumbering any Unit or other property located within the Community);

(iv) the right of the Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least two-thirds of the votes of the Members of the Association present, or represented by proxy, are entitled to cast at a meeting duly called for such purpose, and

(v) Rules and other regulations adopted governing use and enjoyment of the Units and of the Common Property.

(b) Any Unit Owner who leases a Unit shall be deemed to have made a delegation of all of the Unit Owner's right of use and enjoyment in and to the Common Property and facilities located thereon to the occupants of the leased Unit.

(c) Pool Use Restrictions. The pool located in the Common Property is for the use by all Persons who reside at a Unit and their guests, subject, however, to the following use restrictions:

- (i) All guests using the pool must be accompanied by a resident of a Unit;
- (ii) All minors using the pool must be accompanied by an adult at all times;
- (iii) No pets are allowed in the pool area; and
- (iv) The hours of use for the pool may be limited by the Board of Directors;

In addition to the foregoing, the use of the pool area is further subject to the rights of the Association to limit the use of the Common Property in accordance with Article VI, Section 1, of this Declaration. The Board of Directors may promulgate or modify use Rules for the pool area and post use restrictions at the pool area and cause a document to be recorded in the Real Property Records of Harris County, Texas supplementing these use restrictions.

Section 3. Intentionally Deleted.

Section 4. Intentionally Deleted.

Section 5. Intentionally Deleted

Section 6. Construction of Common Property Improvements. The Association has constructed, or will construct, certain facilities and improvements as part of the Common Property, together with equipment and personalty contained therein, and such other improvements and personalty as the Association determines, in its sole discretion. The Association shall be the sole judge of the composition of such facilities and improvements.

Section 7. Use. The Common Property shall be used and enjoyed by the Owners on a non-exclusive basis in common with the other Owners or occupants of leased Units.

Section 8. Indemnification. The Owners each covenant and agree, jointly and severally, to indemnify, defend and hold harmless the Association, its officers, directors, parent and/or subsidiary entities, partner(s) and any related persons or corporations, and their employees, professionals and agents from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Property or other property serving the Association and improvements thereon, or resulting from or arising out of activities or operations of the Association, or of the Owners, and from and against all costs, expenses, court costs, counsel fees (including, but not limited to, expenses, court costs, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be considered operating costs of the Association to the extent such matters are not covered by insurance maintained by the Association. IT IS EXPRESSLY ACKNOWLEDGED THAT THE

INDEMNIFICATION IN THIS SECTION PROTECTS THE ASSOCIATION (AND ANY PARENT OR SUBSIDIARY OR RELATED ENTITY) FROM THE CONSEQUENCES OF THEIR RESPECTIVE ACTS OR OMISSIONS, INCLUDING WITHOUT LIMITATION, THE ASSOCIATION'S (OR ANY PARENT'S OR SUBSIDIARY'S OR RELATED ENTITY'S) NEGLIGENT ACTS OR OMISSIONS, TO THE FULLEST EXTENT ALLOWED BY LAW.

Section 9. Intentionally Deleted.

Section 10. Intentionally Deleted.

ARTICLE XI.

Annexation of Additional Property

Section 1. Intentionally Deleted.

Section 2. Intentionally Deleted.

ARTICLE XII General Provisions

Section 1. Enforcement. Each Owner and every occupant of a Unit shall comply strictly with the By-Laws, the Rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration, and in the deed to his or her Unit, if any. The Board of Directors may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Further, the Board may cause the Rule, regulation, use restriction, covenant and/or condition to be complied with and bill the Owner the costs incurred by the Association to do so, along with an administrative fee as the Board may determine. Failure to comply with this Declaration, the By-Laws or the Rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Self-Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power, but not the obligation, to enter upon a Unit or any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the By-Laws, the Rules and regulations, or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Unit Owner ten (10) business days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Unit Owner and shall be collected as provided for herein for the collection of assessments.

Section 3. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind each Unit and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any portion of the Property, their respective legal representatives, heirs, successors, and assigns, for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended to successive periods of ten (10) years, unless an instrument signed by 80% (for termination) or 51% (for modification) of the then Owners has been recorded within the year preceding the beginning of each successive period of ten (10) years, or within the initial term, agreeing to modify said covenants, conditions and restrictions, in whole or in part, or to terminate same, in which case this Declaration shall be modified or terminated as specified therein.

Section 4. Amendment. This Declaration may be amended at any time upon the affirmative vote or written consent, or any combination thereof, of at least 51% of the Owners. Amendments to this Declaration shall become effective upon recordation in the Official Public Records of Real Property of Harris County, Texas, unless a different effective date is specified therein.

Section 5. Partition. The Common Property shall remain undivided, and no Unit Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of at least 80% of the Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not necessarily limited to, the Units located within the Community.

Section 6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 8. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article of Section to which they refer.

Section 9. Conveyance of Common Property. The Association shall accept such conveyances of Common Property as are made from time to time to the Association.

Section 10 Indemnification. The Association shall indemnify every officer and director against any and all expenses, including attorney's fees, imposed upon or reasonably incurred by

any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 11. Intentionally Deleted.

Section 12. Intentionally Deleted.

Section 13. Books and Records.

(a) Inspection by Members and Mortgagees. This Declaration, the By-Laws, copies of Rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by any member of the Association or by his duly appointed representative and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a proper purpose reasonably related to his or her interest as a member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made;

and

(iii) payment of the cost of reproducing copies of documents and for attendance of a representative of the Association during the inspection.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Association.

Section 14. Audit. An audit of the accounts of the Association may be made annually in the manner as the Board of Directors may decide; provided, however, after having received the Board's audit at the annual meeting, the Members, by a majority vote, may require that the accounts of the Association be audited as a common expense by a certified public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of the annual audited financial statement within one hundred eighty (180) days after the end of each fiscal year.

Section 15. Notice of Sale or Lease. In the event an Owner sells or leases his or her Unit, the Owner shall give to the Association, in writing, the name of the purchaser or lessee of the Unit and such other information as the Board may reasonably require.

Section 16. NON-LIABILITY. THE ASSOCIATION, (NOR ANY PARTNER NOR PARENT NOR SUBSIDIARY NOR RELATED ENTITY NOR EMPLOYEE NOR AGENT OF THE ASSOCIATION) SHALL IN ANY WAY OR MANNER BE HELD LIABLE OR RESPONSIBLE FOR ANY VIOLATION OF THIS DECLARATION BY ANY OTHER PERSON OR ENTITY. THE ASSOCIATION (NOR ANY PARTNER NOR PARENT NOR SUBSIDIARY NOR RELATED ENTITY NOR ANY EMPLOYEE NOR AGENT OF THE ASSOCIATION) MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE COMMON PROPERTY OR UNITS OR RESIDENCES, OR THE EFFECTIVENESS OF ANY GATE, ACCESS SYSTEM OR MEDICAL ALERT SYSTEM. THE ASSOCIATION AND EACH OWNER DOES HEREBY HOLD THE ASSOCIATION (AND ANY PARTNER, PARENT, SUBSIDIARY, RELATED ENTITY OR EMPLOYEE OR AGENT OF THE ASSOCIATION) HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. THE ASSOCIATION (NOR ANY PARTNER NOR PARENT NOR SUBSIDIARY NOR RELATED ENTITY NOR EMPLOYEE NOR AGENT OF THE ASSOCIATION) SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE COMMON PROPERTIES, UNITS OR RESIDENCES OR THE EFFECTIVENESS OF ANY SUCH SYSTEM. ALL OWNERS SPECIFICALLY ACKNOWLEDGE THAT THE COMMUNITY MAY HAVE A PERIMETER BOUNDARY SYSTEM, SUCH AS FENCES, WALLS, HEDGES, GATED ENTRIES OR THE LIKE. THE ASSOCIATION (NOR ANY PARTNER, NOR PARENT NOR SUBSIDIARY NOR RELATED ENTITY NOR EMPLOYEE NOR AGENT OF THE ASSOCIATION) SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY UNITS AND/OR RESIDENCES, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD AND OFFICERS, OR THEIR NOMINEES, OR AGENTS OR ASSIGNS, DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, GATE ACCESS SYSTEM, BURGLAR ALARM SYSTEM, MEDICAL ALERT SYSTEM, OR OTHER SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS, GATE ACCESS SYSTEM, MEDICAL ALERT SYSTEM OR OTHER SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE,

BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED.

Section 17 Arbitration. In the event of any dispute arising between, among, against or on behalf of Owners relating to this Declaration, each party shall appoint one (1) arbitrator. Should any such Owner refuse to appoint an arbitrator within ten (10) business days after written request therefore by the Board of Directors, the Board shall appoint an arbitrator for the refusing Owner. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) (or more) arbitrators shall be binding upon the Owners and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof and located in Harris County, Texas. However, this Section shall not be constructed as to require the Association to arbitrate any enforcement and/or collection action initiated by the Association hereunder.

Section 18. Attorneys' Fees. If any controversy, claim or dispute arises relating to this instrument, its breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.

Section 19. Waiver of Environment Conditions. The term "Association" as used in this Section paragraph 19 shall have the meaning set forth in Article I(a) hereof and shall further include, without limitation, the Association, its Board of Directors, managers, employees, and agents. The Association shall not in any way be considered an insurer or guarantor of environmental conditions or indoor air quality within the Common Property or any Unit. Neither shall the Association be held liable for any loss or damage by reason of or failure to provide adequate indoor air quality or any adverse environmental conditions. The Association does not represent or warrant that any construction materials, air filters, mechanical, heating, ventilating or air conditioning systems and chemicals necessary for the cleaning or pest control of the Common Property or any Unit will prevent the existence or spread of biological organisms, cooking odors, animal dander, dust mites, fungi, pollen, tobacco smoke, dust or the transmission of interior or exterior noise levels. The Association is not an insurer and each Owner and occupant of any Unit and each tenant, guest and invitee of any Owner assumes all risks for indoor air quality and environmental conditions and acknowledges that the Association has made no representations or warranties nor has the Association, any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to the air quality within the Community or any portion thereof or any Unit.

IN WITNESS WHEREOF, the undersigned being the duly appointed officer of the Association herein, at the direction of a majority of the square foot area of the residential lots in Georgetown Square as evidenced by the signature attached hereto as Exhibit "B", has executed this instrument this 4th day of November, 2009.

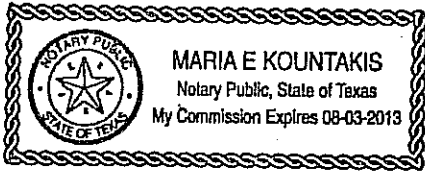
GEORGETOWN SQUARE CIVIC CORPORATION, a Texas non-profit corporation

ll

By: *John C. Pickul, Jr.*
Name: JOHN C. PICKUL, JR.
Title: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 4th day of November 2009,
by John Pickul, President of GEORGETOWN
SQUARE CIVIC CORPORATION, a Texas non-profit corporation, on behalf of said entity.



Maria E Kountakis
Notary Public

AFTER RECORDING RETURN TO:

Hoover Slovacek LLP
Attn: Lewis S. Kasner
5847 San Felipe, Suite 2200
Houston, Texas 77057

EXHIBIT "A"

Legal Description of the Community

All of GEORGETOWN SQUARE, according to the map or plat thereof recorded in the Office of the Harris County Clerk in Volume 163, Page 60, of the Map Records of Harris County, Texas.

EXHIBIT "B"

OWNER JOINDER

Executed this 28 day of June, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 19, Georgetown Square Townhomes

Signature: Frances Y. Young
Signature: _____
Name(s): FRANCES Y. YOUNG

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 28th day of June, 2009, by FRANCES Y. YOUNG, as the owner(s) listed above.

(40)
100

Vivian Y. Almendarez
Notary Public, State of Texas

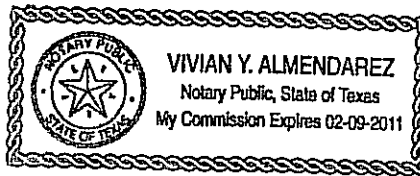


EXHIBIT B

OWNER JOINDER

Executed this 28 day of June, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 2, Georgetown Square Townhomes

Signature: [Handwritten Signature]
Signature: _____
Name(s): Rachel Ahmad

100

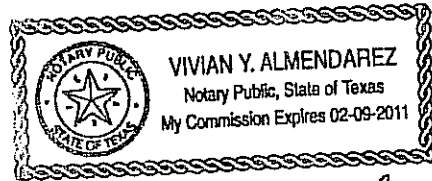
STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 28th day of June, 2009, by Rachel Ahmad, as the owner(s) listed above.

AFTER RECORDING, RETURN TO:

Lewis S. Kasner
Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057



Vivian Y. Almendarez

EXHIBIT B

OWNER JOINDER

Executed this 28 day of June, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot B, Georgetown Square Townhomes

Signature: [Handwritten Signature]
Signature: _____
Name(s): THOMAS C. PRAGER

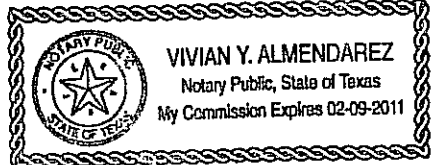
STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 28th day of June, 2009, by Thomas C Prager, as the owner(s) listed above.

AFTER RECORDING, RETURN TO:

Lewis S. Kasner
Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057



Vivian Y. Almendarez

OWNER JOINDER

Executed this 28th day of June, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot # 8, Georgetown Square Townhomes

Signature: [Handwritten Signature]

Signature: _____

Name(s): Biykem Bozkurt

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 28th day of June, 2009, by Biykem Bozkurt, as the owner(s) listed above.

[Handwritten Signature]
Notary Public, State of Texas

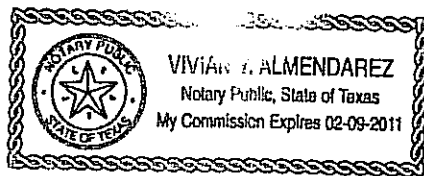


EXHIBIT B

OWNER JOINDER

Executed this 6th day of May, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 13, Georgetown Square Townhomes

Signature: *Joseph Robertson*
Signature: _____
Name(s): JOSEPH ROBERTSON

102

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 8 day of May, 2009, by ~~Darlene Die~~ Joseph Robertson, as the owner(s) listed above.

Darlene Die
Notary Public, State of Texas

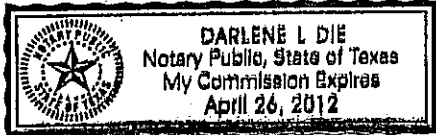


EXHIBIT B

OWNER JOINDER

Executed this 9th day of June, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 15, Georgetown Square Townhomes

Signature: Ursula T. Spilger
Signature: _____
Name(s): Ursula T. Spilger

102

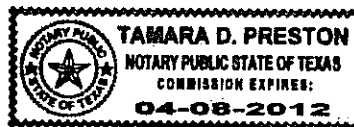
STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 14th day of July, 2009, by Ursula Spilger, as the owner(s) listed above.

AFTER RECORDING, RETURN TO:

Lewis S. Kasner
Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057



Tamara

EXHIBIT B

OWNER JOINDER

Executed this 30 day of October, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 16, Georgetown Square Townhomes

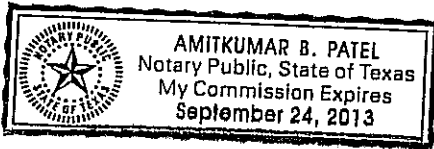
Signature: William Arteaga
Signature: Christina Arteaga
Name(s): William Arteaga Christina Arteaga

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 30th day of October, 2009, by Arteaga William / Arteaga Christina, as the owner(s) listed above.

Amit Kumar Patel / Amit Kumar Patel
Notary Public, State of Texas



OWNER JOINDER

Executed this 28th day of June, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 18, Georgetown Square Townhomes

Signature: Thomas L. White Jr.
Signature: _____
Name(s): Thomas L. White, Jr.

102

STATE OF TEXAS

COUNTY OF HALLS

This instrument was acknowledged before me on the 28th day of June, 2009, by Thomas L. White, Jr., as the owner(s) listed above.

Vivian Y. Almendarez
Notary Public, State of Texas

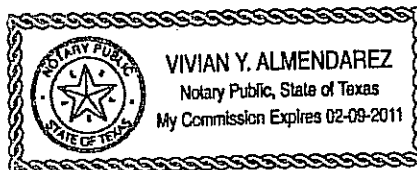


EXHIBIT B

OWNER JOINDER

Executed this 28 day of June, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 21, Georgetown Square Townhomes

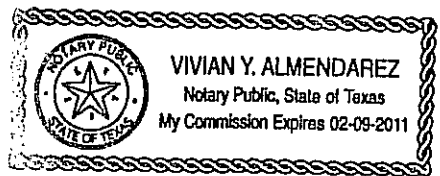
Signature: *Laura C Widing*
Signature: _____
Name(s): LAURA C. WIDING

STATE OF TEXAS :
COUNTY OF HARRIS :

This instrument was acknowledged before me on the 28 day of June, 2009, by Laura C Widing, as the owner(s) listed above.

AFTER RECORDING, RETURN TO:

Lewis S. Kasner
Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057



Vivian Y. Almendarez

OWNER JOINDER

Executed this 22nd day of June, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 22, Georgetown Square Townhomes

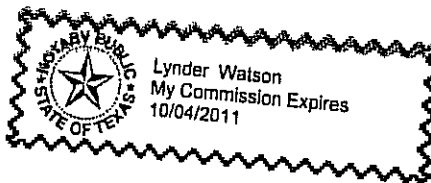
Signature: [Handwritten Signature]
Signature: [Handwritten Signature]
Name(s): STEPHEN A. ZEFF

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 22 day of June, 2009, by STEPHEN A. ZEFF, as the owner(s) listed above.

[Handwritten Signature]
Notary Public, State of Texas



OWNER JOINDER

Executed this 28th day of June, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 24, Georgetown Square Townhomes

Signature: Jackie L. White

Signature: Rowena G. White

Name(s): JACKIE L. WHITE and ROWENA G. WHITE

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 28th day of JUNE, 2009, by JACKIE L. AND ROWENA G. WHITE, as the owner(s) listed above.

Vivian Y. Almendarez
Notary Public, State of Texas

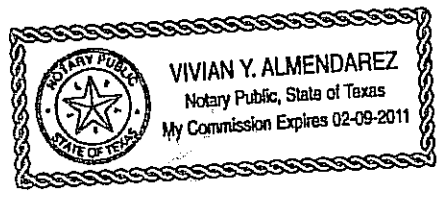


EXHIBIT B

OWNER JOINDER

Executed this 27 day of JUNE, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot ²⁵4551, Georgetown Square Townhomes
ALACIA

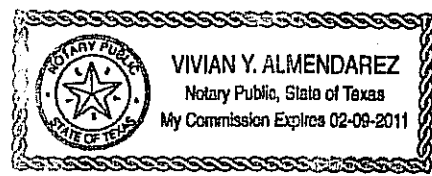
Signature: [Handwritten Signature]
Signature: _____
Name(s): CLIFF NUNLEY

182

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 27 day of JUNE, 2009, by CLIFF NUNLEY, as the owner(s) listed above.

AFTER RECORDING, RETURN TO:
X
Lewis S. Kasner
Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057



Vivian Y. Almendarez

EXHIBIT B

OWNER JOINDER

Executed this 26th day of October, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 26, Georgetown Square Townhomes

Signature: [Handwritten Signature]
Signature: [Handwritten Signature]
Name(s): JOHN C. PICKUL, JR
IOLA L. PICKUL

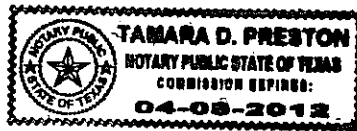
26

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 26 day of October, 2009, by John and Iola Pickul, as the owner(s) listed above.

[Handwritten Signature]
Notary Public, State of Texas



OWNER JOINDER

Executed this 28th day of June, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 27, Georgetown Square Townhomes

Signature: [Handwritten Signature]
Signature: [Handwritten Signature]
Name(s): Becky Chmielewski

102

STATE OF TEXAS :
COUNTY OF Harris :

This instrument was acknowledged before me on the 4th day of July, 2009, by Becky Chmielewski, as the owner(s) listed above.

[Handwritten Signature]
Notary Public, State of Texas



EXHIBIT B

OWNER JOINDER

Executed this 21ST day of OCTOBER, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 28, Georgetown Square Townhomes

Signature: Richard A. Norris
Signature: Mauri Norris
Name(s): RICHARD A NORRIS AND MAURI NORRIS

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 21ST day of OCTOBER, 2009, by RICHARD A NORRIS AND MAURI NORRIS, as the owner(s) listed above.

Linda Toussaint
Notary Public, State of Texas

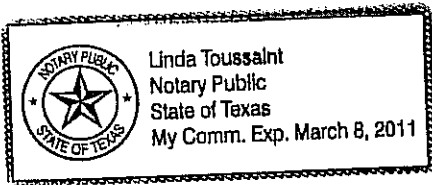


EXHIBIT B

OWNER JOINDER

Executed this 28 day of June, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 29, Georgetown Square Townhomes

Signature: [Signature]
Signature: _____
Name(s): Richard Stark

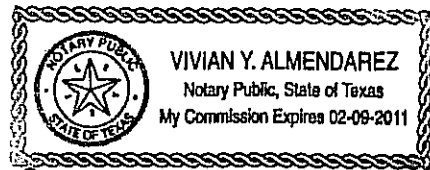
STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 28th day of June, 2009, by Richard H. Stark, as the owner(s) listed above.

AFTER RECORDING, RETURN TO:

Lewis S. Kasner
Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057



[Signature]

EXHIBIT "B"

OWNER JOINDER

Executed this 28th day of June, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 33, Georgetown Square Townhomes

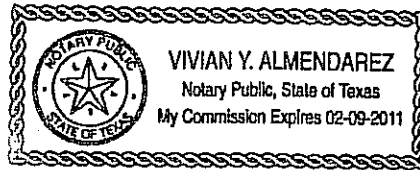
Signature: *Alice Adam*
Signature: _____
Name(s): *Alice Adam*

STATE OF TEXAS

COUNTY OF *Harris*

This instrument was acknowledged before me on the 28th day of June, 2009, by *ALICE ADAM*, as the owner(s) listed above.

Vivian Y. Almendarez
Notary Public, State of Texas



OWNER JOINDER

Executed this 26th day of October, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 34, Georgetown Square Townhomes

Signature: Mark Peavrsall
Signature: Jill Peavrsall
Name(s): Mark and Jill Peavrsall

200

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 26 day of October, 2009, by Mark and Jill Peavrsall, as the owner(s) listed above.

Tamara Preston
Notary Public, State of Texas



EXHIBIT B

OWNER JOINDER

Executed this 28 day of June, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 35, Georgetown Square Townhomes

Signature: Margie T. Martin
Signature: _____
Name(s): Margie Martin

KL

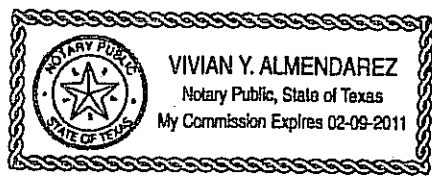
STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 28 day of June, 2009, by MARGIE T. MARTIN, as the owner(s) listed above.

AFTER RECORDING, RETURN TO:

Lewis S. Kasner
Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057



Vivian Y. Almendarez

EXHIBIT B

OWNER JOINDER

Executed this 12 day of May, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 39, Georgetown Square Townhomes

Signature: *Darlene Die*
Signature: _____
Name(s): DARLENE DIE

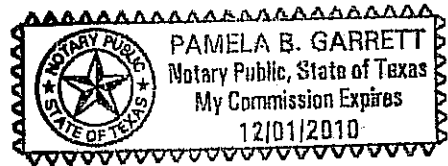
102

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 12 day of May, 2009, by Darlene Die, as the owner(s) listed above.

Pamela B. Garrett
Notary Public, State of Texas



OWNER JOINDER

Executed this 9 day of November, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 41, Georgetown Square Townhomes

Signature: *Diane Fraser*
Signature: _____
Name(s): DIANE FRASER

DF

STATE OF TEXAS :
COUNTY OF Harris :

This instrument was acknowledged before me on the 09 day of November, 2009, by DIANE FRASER, as the owner(s) listed above.

AFTER RECORDING, RETURN TO:

X

Lewis S. Kasner
Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057



Elizabeth A. Cruz
Expiration date
12-06-11

EXHIBIT B

OWNER JOINDER

Executed this 28 day of June, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 42, Georgetown Square Townhomes

Signature: Nancy L. Montoya *kar*
Signature: _____
Name(s): NANCY L. MONTAYA

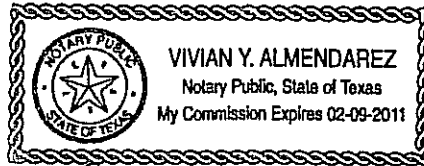
STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 28 day of June, 2009, by Nancy L. Montoya, as the owner(s) listed above.

AFTER RECORDING, RETURN TO:

Lewis S. Kasner
Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057



Vivian Y. Almendarez

OWNER JOINDER

Executed this 21st day of May, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 43, Georgetown Square Townhomes

Signature: *Philip Hein*

Signature: *Ellen Hein*

Name(s): PHILIP & ELLEN HEIN

ZOL

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 21 day of MAY, 2009, by Philip + Ellen Hein, as the owner(s) listed above.

Darlene Die
Notary Public, State of Texas

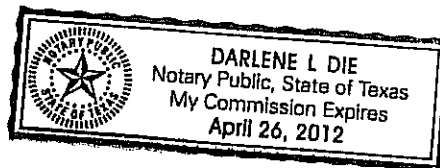


EXHIBIT "B"

OWNER JOINDER

Executed this 26 day of June, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

TERRACINA, LTD.

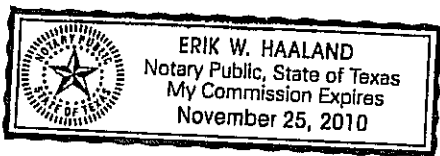
Owner(s) of Lot 44, Georgetown Square Townhomes

Signature: [Signature] 102
Signature: _____
Name(s): John Santasiero

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 26 day of June, 2009, by JOHN SANTASIERO, as the owner(s) listed above.



[Signature]
Notary Public, State of Texas

6501 Gambier Lane 77401

EXHIBIT "B"

OWNER JOINDER

Executed this 25 day of June, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

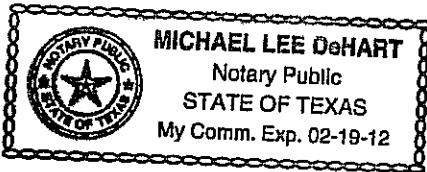
Owner(s) of Lot 46, Georgetown Square Townhomes

Signature: Rheda J Boardman 202
Signature: _____
Name(s): Rheda Boardman

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 25 day of June, 2009, by Rheda J Boardman, as the owner(s) listed above.



[Signature]
Notary Public, State of Texas

EXHIBIT B

OWNER JOINDER

Executed this 10th day of SEPTEMBER, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 51, Georgetown Square Townhomes
PRIME REAL ESTATE, LP
PRIME AMERICAN BUSINESS SERVICES, LLC, GP

20

Signature: Monte D. Christians, MM

Signature: _____

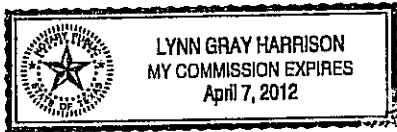
Name(s): MONTE D. CHRISTIANS

102

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on the 10th day of September, 2009, by Monte D. Christians, as the owner(s) listed above.



Lynn Gray Harrison
Notary Public, State of Texas

OWNER JOINDER

Executed this 28th day of June, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 53, Georgetown Square Townhomes

Signature: Jeri W. Hartman

Signature: _____

Name(s): Jeri Hartman

209

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 28th day of June, 2009, by Jeri W. Hartman, as the owner(s) listed above.

Vivian Y. Almendarez
Notary Public, State of Texas

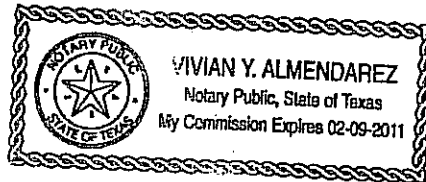


EXHIBIT "B"

OWNER JOINDER

Executed this 28th day of June, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 54, Georgetown Square Townhomes

Signature: Diane J. Wylie
Signature: _____
Name(s): Diane Wylie

Zde

STATE OF TEXAS

COUNTY OF TEXAS-HALLIS

This instrument was acknowledged before me on the 28th day of June, 2009, by Diane T. WYLIE, as the owner(s) listed above.

Vivian Y. Almendarez
Notary Public, State of Texas

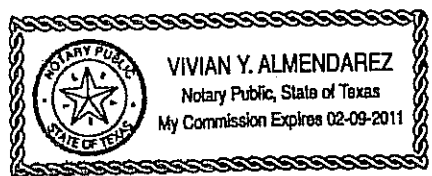


EXHIBIT B

OWNER JOINDER

Executed this 28 day of June, 2009, by the undersigned, as owner of a portion of the majority of the square foot area of the residential lots in Georgetown Square, not as Original Declarant nor as the developer thereof but in order to subject such real property to the terms, provisions and conditions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Owner(s) of Lot 49, Georgetown Square Townhomes

Signature: [Handwritten Signature]
Signature: _____
Name(s): BRYAN HAHN

(2)
[Handwritten initials]

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 blockouts additions and changes were present at the time the instrument was filed and recorded.

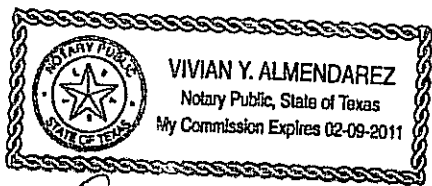
STATE OF TEXAS ,
COUNTY OF Harris ,

This instrument was acknowledged before me on the 28th day of June, 2009, by BRYAN F HAHN, as the owner(s) listed above.

[Handwritten initials]

AFTER RECORDING, RETURN TO:

Lewis S. Kasner
Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057



Vivian Y. Almendarez

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 the number Sequence on the date and at time stated herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas on

NOV 10 2009



[Handwritten Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS

2009 NOV 10 PM 4:27
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED