



**PLAT MAP RECORDING SHEET**

**DEDICATOR:** JJS Development, Inc., owner, by James H. Jacobs,  
President

**SUBDIVISION NAME:** Woodland Park West Phase 1

**PLAT RECORDED IN:** Cabinet AA, Slides 57, 58 and 59

**PROPERTY IS DESCRIBED AS:**

26.87 acres  
Frederick Foy Survey, Abstract No. 229

Reference No.: 2004052016

**HAND TO:** City of Georgetown  
Paula  
930-8477

**INSTRUMENT DATE:** February 18, 2005

**FILE DATE:** March 17, 2005

**FOR LEGIBLE COPY OF PLAT, PLEASE SEE ORIGINAL**

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS 2005019560

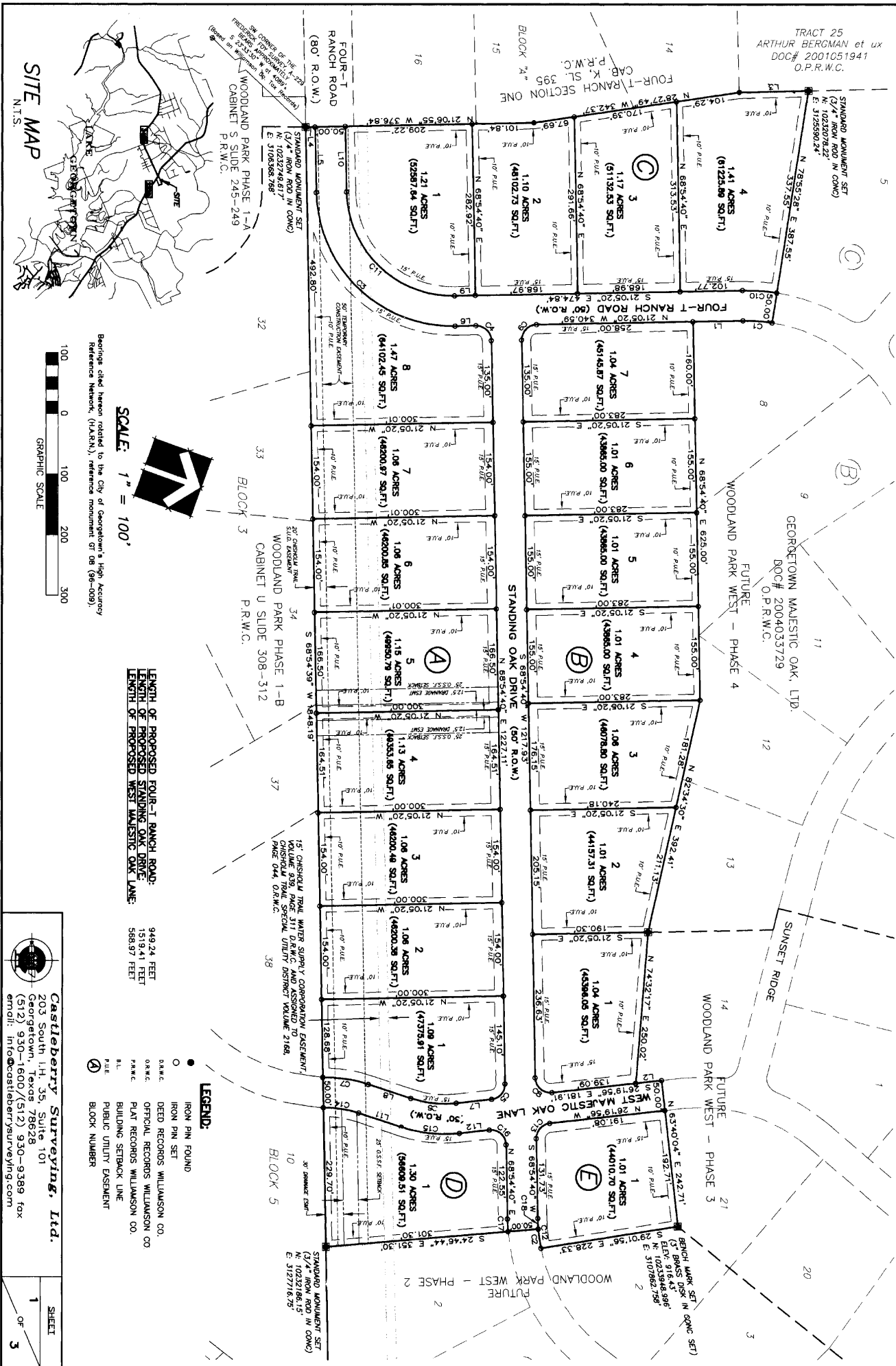
*Nancy E. Rister*

03/17/2005 03:04 PM

DVITEK \$161.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

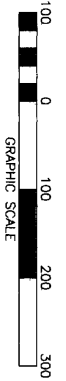
FINAL PLAT OF  
**WOODLAND PARK WEST - PHASE 1**  
 26.87 ACRES OUT OF THE FREDERICK FOY SURVEY, A-229  
 WILLAMSON COUNTY, TEXAS



LENGTH OF PROPOSED FOUR-T RANCH ROAD:  
 LENGTH OF PROPOSED STANDING OAK DRIVE:  
 LENGTH OF PROPOSED WEST MALESFIC OAK LANE:

942.24 FEET  
 1459.41 FEET  
 588.97 FEET

Scale: 1" = 100'



- LEGEND:**
- IRON PIN FOUND
  - IRON PIN SET
  - DEED RECORDS WILLAMSON CO.
  - D.R.M.C.
  - OFFICIAL RECORDS WILLAMSON CO
  - P.L.C.
  - BUILDING SETBACK LINE
  - PUBLIC UTILITY EASEMENT
  - ▲ BLOCK NUMBER

**Castleberry Surveying, Ltd.**  
 203 South I.H. 35, Suite 101  
 Georgetown, Texas 78626  
 (512) 930-1600 / (512) 930-9389 fax  
 email: info@castleberrysurveying.com

# FINAL PLAT OF WOODLAND PARK WEST – PHASE 1 26.87 ACRES OUT OF THE FREDERICK FOY SURVEY, A-229 WILLIAMSON COUNTY, TEXAS

**PLAT NOTES:**

1. TOTAL ACRES: 26.87 ACRES
2. NO. OF LOTS: 21 RESIDENTIAL LOTS
3. NO. OF BLOCKS: 5
4. AREA OF SMALLEST RESIDENTIAL LOT: 1.00 ACRE
5. PROPOSED USE: SINGLE FAMILY RESIDENTIAL
6. NO PORTION OF THIS SUBDIVISION IS ENCLOSED BY SPECIAL FLOOD HAZARD AREA INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U. S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY-PANEL NUMBER 48491C0100 C, EFFECTIVE DATE, SEPTEMBER 27, 1991.
7. OWNER: JISM DEVELOPMENT, INC.  
James H. Jacobs, President  
P.O. Box 249  
GEORGETOWN, TEXAS 78627

**B. WATER, WASTE WATER, AND ELECTRIC SERVICE WILL BE PROVIDED BY THE FOLLOWING:**

- A. WATER SERVICE – CHISHOLM TRAIL S.U.D.
- B. WASTE WATER/SEWAGE – ON-SITE SEWAGE FACILITIES (O.S.S.F.), ALL LOT PROPERTY OWNERS SHALL COMPLY WITH 30 TAC CHAPTER 285 REGARDING THE INSTALLATION, OPERATION, AND MAINTENANCE OF ON-SITE SEWAGE FACILITIES AND REQUIRED SETBACKS FROM POTABLE WATER SUPPLY LINES.
- C. ELECTRIC SERVICE – PERDENALES ELECTRIC CO-OPERATIVE, INC.
- D. TELEPHONE SERVICE – G.T.E. SOUTHWEST

9. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.

10. THE PROVISIONS OF THE CENTURY PLAN-DEVELOPMENT PLAN SHALL ALSO GOVERN THIS PROJECT; THE CENTURY PLAN HAS ASSIGNED THIS PROPERTY "INTENSITY LEVEL 1".

11. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY/COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

12. THE COORDINATE VALUES AND BEARINGS CITED HEREON ARE REFERENCED TO TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD 83/93 AND BASED MONUMENT NO. "GT-08" OF THE CITY OF GEORGETOWN'S HIGH ACCURACY REFERENCE NETWORK (H.A.R.N.), COMBINED SCALE FACTOR (CSF) OF 0.99986630; ELEVATIONS REFERENCED TO NAVD 88 AND BASED ON MONUMENT NO. "GT-08" OF SAID CITY OF GEORGETOWN H.A.R.N., WITH A RECORD ORTHOMETRIC ELEVATION OF 770.9780'; DISTANCES CITED HEREON ARE SURFACE VALUES, GRID DISTANCES MAY BE OBTAINED BY APPLYING THE COMBINED SCALE FACTOR TO THE SURFACE VALUES.

13. THIS SUBDIVISION IS LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION (E.T.J.) OF THE CITY OF GEORGETOWN.

14. IMPERVIOUS COVER ON THE LOTS WITHIN THIS SUBDIVISION SHALL NOT EXCEED 179,422 SQUARE FEET. DETENTION WILL NOT BE REQUIRED BECAUSE OVERALL IMPERVIOUS COVER WILL BE LIMITED TO 20 PERCENT.

15. MAINTENANCE OF DRAINAGE OF DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

16. THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY HAS APPROVED, IN WRITING, THE POLLUTION ABATEMENT PLAN.

17. A. THIS DEVELOPMENT SHALL COMPLY WITH ALL APPLICABLE CITY, COUNTY AND STATE REGULATIONS.

B. PARKLAND REQUIREMENTS HAVE BEEN MET BY PAYMENT OF FEES IN LIEU OF LAND DEDICATION.

C. WAIVERS TO THE UNIFIED DEVELOPMENT CODE HAVE BEEN APPROVED BY THE CITY COUNCIL ON NOVEMBER 25, 2003 FOR THE FOLLOWING DESIGN STANDARDS:  
1. SECTION 13.04.050 – TO REDUCE THE RIGHT-OF WAY WIDTH FROM 70 FEET TO 50 FEET.  
2. SECTION 13.07.020 – TO ELIMINATE THE REQUIREMENT FOR STREET LIGHTING WITHIN THE SUBDIVISION.

18. WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT ENVIRONMENTAL SERVICES NOTES:

A. OSSF MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.

B. ON SITE SEWAGE FACILITY DISPOSAL FIELDS SHALL BE SET BACK FROM DRAINAGE WAYS, DRAINAGE EASEMENTS, AND WATER COURSES A DISTANCE OF 25, 50, OR 75 FEET AS DETERMINED BY THE TYPE SEWAGE FACILITY INSTALLED AND AS REQUIRED BY THE WILLIAMSON COUNTY AND CITIES HEALTH DEPARTMENT.

C. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS NATURAL RESOURCES CONSERVATION COMMISSION HAS APPROVED IN FULL WRITING THE POLLUTION ABATEMENT PLAN.

D. THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

**19. GENERAL GRADING NOTES:**

A. BUILDING SLAB ELEVATION SHALL BE 1 FT. ABOVE ANY POINT ON THE LOT WITHIN 5 FT. PERIMETER OF THE BUILDING. ADDITIONAL ELEVATION REQUIREMENTS MAY BE IMPOSED BY WILLIAMSON COUNTY FLOOD PLAIN REGULATIONS. SOME POINT WITHIN THE FIRST 10 FT. OF DRIVEWAY SHALL HAVE THE SAME OR GREATER ELEVATION AS THE TOP OF THE CURB ACROSS THE ENTIRE WIDTH OF THE DRIVEWAY.

B. ALL NATURAL DRAINAGE PATTERNS WITHIN THE SUBDIVISION SHALL BE MAINTAINED.

C. FILL IS NOT ALLOWED WITHIN THE SIDE OR REAR BUILDING SETBACK LINES.

D. FILL IS NOT ALLOWED WITHIN STREET R.O.W.s AFTER STREETS ARE ACCEPTED BY THE CITY AND COUNTY.

20. ALL DRIVEWAYS SHALL BE DIP TYPE.

21. ENGINEER:

**Couler Engineering**  
CIVIL ENGINEERS  
595 ROUND ROCK WEST DRIVE, STE. 101  
ROUND ROCK, TEXAS 78681  
(512) 248-1800 VOICE  
(512) 248-8603 FAX

**PERIMETER FIELD NOTES**

All that certain tract or parcel of land situated in Williamson County, Texas, out of the Frederick Foy Survey, Abstract No. 229, and being a portion of that tract described as 195.6274 acres in a Warranty Deed with Vendor's Lien granted to Georgetown Majestic Oak Ltd., a Texas limited partnership, dated April 22, 2004, and recorded as Document No. 2004033729, Official Public Records of Williamson County, Texas, and further described by metes and bounds as follows:

BEGINNING at a 3/4" iron pin set in concrete in the northeast corner of Woodland Park Phase 1-A, a subdivision in Williamson County, Texas, recorded in Cabinet S, Slide 245; Plat Records of Williamson County, Texas, the northwest corner of Woodland Park Phase 1-B, a subdivision in Williamson County, Texas, recorded in Cabinet U, Slide 308 of said plat records, and at the southeast corner of Four-T Ranch, Section One, a subdivision in Williamson County, Texas, recorded in Cabinet K, Slide 394 of said plat records, also being the southeast terminus of Four-T Ranch Road, an 80 foot right-of-way, for the southwest corner of said Georgetown Majestic Oak Ltd. tract and this tract, the approximate southwest corner of the Frederick Foy Survey bears S 23°39' W 4326 feet;

THENCE: with the east line of said Four-T Ranch, Section One (Cab. K, Slide 394) and the west line of said Georgetown Majestic Oak Ltd. tract and this tract in the following two (2) courses,

- (1)N 21°06'55" W, passing the northeast terminus of said of Four-T Ranch Road at approximately 80 feet in all 376.84 feet to a 1/2" iron pin found, for an angle point of this tract,
- (2)N 28°27'48" W 342.37 feet to a 1/2" iron pin found, for the southeast corner of that tract described as 7.05 acres in a Warranty Deed with Vendor's Lien granted to Arthur Bergmann, et ux, dated July 13, 2001, and recorded as Document No. 2001051941, of said official public records, said tract also known as Lot 25, Northlake, Section E, an unrecorded subdivision, for an angle point of this tract;

THENCE: N 21°20'52" W 114.55 feet with the east line of said Bergmann tract and the west line of said Georgetown Majestic Oak Ltd. tract and this tract to a 3/4" iron pin set in concrete for the northwest corner of this tract;

THENCE: with the north line of this tract and into said Georgetown Majestic Oak Ltd. tract in the following eight (8) courses,

- (1)N 78°55'28" E 387.55 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set for an exterior all corner of this tract,
- (2)48.18 feet along a curve to the left and concave to the northeast (D=10°02'21", r=275.00 feet, ic bears S 16°04'10" E 48.12 feet) to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set,
- (3)S 21°05'20" E 82.59 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set for an interior ell corner of this tract,
- (4)N 68°54'40" E 625.00 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set for an angle point of this tract,
- (5)N 82°34'30" E 392.41 feet to a 3/4" iron pin set in concrete for an angle point of this tract,
- (6)N 74°32'17" E 250.02 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set for an interior ell corner of this tract,
- (7)N 26°19'56" W 42.82 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set for an exterior ell corner of this tract,
- (8)N 63°40'04" E 242.71 feet to a 3/4" iron pin set in concrete set for the northeast corner of this tract;

THENCE: with the east line of this tract and continuing into said Georgetown Majestic Oak Ltd. tract in the following three (3) courses,

- (1)S 29°01'56" E 228.33 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set for an exterior ell corner of this tract,
- (2)31.93 feet along a curve to the right and concave to the northwest (D=06°39'10", r=275.00 feet, ic bears S 61°53'33" W 31.91 feet) to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set for an interior ell corner of this tract,
- (3)S 24°46'44" E 351.30 feet to a 3/4" iron pin set in concrete in the north line of Lot 10, Block 5 of said Woodland Park Phase 1-B (Cab. U, Slide 308), for the southeast corner of this tract;

THENCE: S 68°54'39" W 1848.19 feet with the south line of this tract and the north line of said Woodland Park Phase 1-B (Cab. U, Slide 308) to the Point of Beginning and containing 26.87 acres of land.

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 21°05'20" E	82.59'
L2	N 26°19'56" W	42.82'
L3	N 21°20'52" W	114.55'
L4	N 21°06'55" W	15.78'
L5	N 68°51'15" E	108.03'
L6	N 21°05'20" W	34.12'
L7	S 26°19'56" E	58.70'
L8	S 01°38'40" E	73.89'
L9	S 21°05'20" E	34.12'
L10	S 68°51'15" W	108.00'
L11	N 01°38'40" W	73.89'
L12	N 26°19'56" W	48.52'

CURVE TABLE					
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	10°02'21"	275.00	48.18	48.12	S 16°04'10" E
C2	06°39'10"	275.00	31.93	31.91	S 61°53'33" W
C3	89°56'35"	225.00	353.21	318.04	N 23°52'58" E
C4	90°00'00"	25.00	39.27	35.36	N 23°54'40" E
C5	84°45'24"	25.00	36.98	33.70	S 68°42'58" W
C6	24°41'16"	175.00	75.40	74.82	N 13°59'18" E
C7	19°26'46"	225.00	76.36	76.00	S 11°22'03" E
C8	95°14'36"	25.00	41.56	36.94	S 21°17'22" W
C9	90°00'00"	25.00	39.27	35.36	N 66°05'20" W
C10	10°00'46"	325.00	56.80	56.72	S 16°03'37" E
C11	89°56'35"	175.00	274.72	247.36	S 23°52'58" W
C12	10°20'40"	275.00	48.65	48.58	S 63°44'18" W
C13	84°45'24"	25.00	36.98	33.70	S 68°42'58" W
C14	19°26'47"	175.00	59.40	59.11	N 11°22'04" W
C15	24°41'16"	225.00	98.95	96.20	N 13°59'18" W
C16	95°14'36"	25.00	41.56	36.94	N 21°17'22" E
C17	03°41'28"	325.00	20.94	20.93	N 67°03'54" E
C18	03°41'30"	275.00	17.72	17.72	N 67°03'53" E



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SHEET

2 OF 3

Cabinet AA

Slide 58

Doc. 2005019560

FINAL PLAT OF  
**WOODLAND PARK WEST - PHASE 1**  
26.87 ACRES OUT OF THE FREDERICK FOY SURVEY, A-229.  
WILLIAMSON COUNTY, TEXAS

Cabinet AA

STATE OF TEXAS §  
§ KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON §

That I, James H. Jacobs, President, JSM DEVELOPMENT, INC., the owner of that certain tract of land shown hereon and described in a Warranty Deed recorded as Doc# 2004052016 of the Official Public Records, Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide said parcels as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate as the trustee of the public may deem appropriate the streets, alleys, right-of-way, easements, and public places shown hereon for such public purposes as the trustee of the public may deem appropriate. This subdivision is to be known as **WOODLAND PARK WEST - PHASE 1**.

This subdivision known as **WOODLAND PARK WEST - PHASE 1**, has been approved for filing for record according to the minutes of the meeting of the Georgetown City Council on the 23 day of November, 2005 A. D.

Gary Nefon  
Gary Nefon, Mayor  
City of Georgetown, Texas

ATTEST:  
Sandra Lee  
Sandra Lee, City Secretary  
City of Georgetown, Texas

TO CERTIFY WHICH, WITNESS by my hand this the 14<sup>th</sup> day of February, 2005 A. D.

JSM Development, Inc.  
JSM DEVELOPMENT, INC.  
James H. Jacobs, President  
P.O. Box 249  
GEORGETOWN, TEXAS 78627

I, Boody Ray Director of the Planning and Development Services Division of the City of Georgetown, do hereby certify this plat as approved for filing of record with the County Clerk of Williamson County, Texas.

Boody Ray  
Boody Ray  
Interim Director  
Planning and Development Services

STATE OF TEXAS §  
§ KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on this day personally appeared James H. Jacobs known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this the 14<sup>th</sup> day of February, 2005 A. D.

Linda Knight  
Notary Public in and for the State of Texas



STATE OF TEXAS §  
§ KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON §

I, Clyde C. Castleberry Jr., Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place except as shown on the accompanying plat, and that the corner monuments shown thereon were placed under my supervision in accordance with the Subdivision Regulations of the City of Georgetown, Texas.

The perimeter field notes shown hereon have a mathematical closure within the standards as stated in the "Professional Land Surveying Act" of the State of Texas to the best of my knowledge and belief.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 14<sup>th</sup> day of February, 2005 A. D.

Clyde C. Castleberry Jr.  
Clyde C. Castleberry Jr.  
Registered Professional Land Surveyor No. 4835  
State of Texas



STATE OF TEXAS §  
§ KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON §

I, James B. Coulter, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is in the Edwards Aquifer Recharge Zone and is NOT encroached by a Zone A flood area, as denoted hereon, and as defined by Federal Emergency Administration Flood Hazard Boundary Map, Community Panel Number 4849100100 C, effective date September 27, 1991, and that each lot conforms to the City of Georgetown Subdivision Regulations.

The fully developed, concentrated stormwater runoff resulting from the one hundred (100) year frequency storm is contained within the drainage easements and/or public rights-of-way dedicated by this plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 15<sup>th</sup> day of February, 2005 A.D.

James B. Coulter  
James B. Coulter  
Registered Professional Engineer No. 57922  
State of Texas



Based on the representations of the Engineer or Surveyor whose seal is affixed hereto, and after a review of the plat as represented by said Engineer or Surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County, The Williamson County Flood Plain Regulations, and the Williamson County On-site Sewerage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verification of the facts alleged. The Williamson County and Cities Health District and Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

Paulo Pinto  
Paulo Pinto  
Director of Environmental Services  
Date: 2/19/05



STATE OF TEXAS §  
§ KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON §

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the 17<sup>th</sup> day of March, 2005 A. D., at 2:00 o'clock P. M., and duly recorded this 17<sup>th</sup> day of March, 2005 A. D., at 3:04 o'clock P. M., in the Plat Records of said County in Cabinet AA, Slide 57, 58 and 59.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy Rister, Clerk County Court of Williamson County  
Nancy E. Rister By: Janice Vitik  
Deputy

Slide 59

Doc. 2005019560



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WOODLAND PARK WEST  
PHASE I**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made on the date hereinafter set forth by JJSM DEVELOPMENT, INC., a Texas Corporation, hereinafter referred to as the "Declarant."**

**WITNESSETH:**

**WHEREAS, the Declarant is the owner of all of the real property constituting Woodland Park West, Phase I, a subdivision in Williamson County, Texas, as shown by the plat or map thereof recorded as Document # 2005019560 of the Official Records of Williamson County, Texas (the "Property");**

**WHEREAS, Declarant desires to create a planned community known as "WOODLAND PARK WEST, PHASE I" on the Property and such other land as may be added thereto pursuant to the terms and provisions of this Declaration;**

**NOW, THEREFORE, Declarant declares that the Property shall be held, sold and conveyed subject to the restrictions, covenants, and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a planned community of high standards. Such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.**

**ARTICLE I  
DEFINITIONS**

**Section 1.1. "Architectural Control Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property.**

**Section 1.2. "Architectural Control Committee Rules" shall mean the rules and regulations adopted by the Architectural Control Committee, as from time to time amended.**

**Section 1.3. "Association" shall mean and refer to Woodland Park West Homeowners' Association, a Texas nonprofit corporation which may hereafter be established by Declarant for the purpose set forth herein.**

Section 1.4. "Board" shall mean the Board of Directors of the Association.

Section 1.5. "Builder" shall mean and refer to any residential building company acquiring Lots from the Declarant for the purchase of construction and sale of homes.

Section 1.6. "Common Areas" shall mean and refer to that portion of the Property, if any, conveyed to the Association for the use and benefit of the Owners.

Section 1.7. "Common Maintenance Areas" shall mean and refer to the Common Areas, if any, and the entrance monuments, drainage facilities, detention ponds, right-of-way landscaping, and such other areas lying within dedicated public easements or right-of-way that the Board of Directors of the Association deems it necessary or appropriate to maintain for the common benefit of the Owners.

Section 1.8. "Declarant" shall mean and refer to JJSM Development, Inc., a Texas Corporation and its successors and assigns who are designated as such in writing by the Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

Section 1.9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Woodland Park West, and any amendments, annexations and supplements thereto made in accordance with its terms.

Section 1.10. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and any facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

Section 1.11. "Lot" shall mean and refer to any of the plots of land indicated upon any recorded subdivision map of the Property or any part thereof creating single-family homesites, with the exception of the Common Area and areas deeded to a governmental authority or utility, together with all improvements thereon.

Section 1.12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract seller, but excluding those having an interest merely as security for the performance of an obligation.

Section 1.13. "Plans and Specifications" shall mean the documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans specifications on all building products and construction techniques, samples of exterior colors, plans for utility service, and all other documentation or information relevant to such Improvement.

Section 1.14. "Property" shall mean and refer to the real property described in "Exhibit A", and such additions thereto as may be brought within, the jurisdiction of the Association and be made subject to this Declaration.

Section 1.15. "Unit" shall mean and refer to any residential dwelling situated upon any Lot.

## **ARTICLE II WOODLAND PARK WEST HOMEOWNERS ASSOCIATION**

Section 2.1. Membership. If and when the Association is formed by Declarant, the Declarant and every other owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. There shall be two (2) classes of membership, as described in Section 2.6 hereof.

Section 2.2. Funding. Subject to the terms of this Article, Declarant, for each Lot owned by Declarant, hereby covenants to pay, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants, and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements to the Common Areas, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them, in writing.

Section 2.3. Annual Assessment or Charge.

(a) Units Owned by Class A Members. Subject to the terms of this

Article, each improved Lot is hereby subject to an initial maximum maintenance charge of \$10.00 per month or \$120.00 per annum (until such maintenance charge shall be modified as provided in the Bylaws of the Association), for the purpose of creating a fund to be designated and known as the "maintenance fund," which maintenance charge and assessment will be paid by the Owner or Owners of each such Lot in advance in monthly, quarterly, or annual installments, commencing as to all Lots on which an occupied Unit is then located on the conveyance of the First Lot to a Class A Member and as to all other Lots as of the occupancy or sale (whichever is earlier) of a Unit thereon. The annual assessment for unimproved Lots shall be one-fourth (1/4) the annual assessment for "improved Lot" when construction of a Unit thereon is completed and closing of a sale thereof has taken place, or when the Unit is occupied as a residence, whichever first occurs. The rate at which each Lot will be assessed, and whether such assessment shall be payable monthly, quarterly or annually, will be determined by the Board of Directors of the Association at least thirty (30) days in advance of each assessment period. Said rate may be adjusted from time to time by the Board of Directors as the need of the Association may, in the judgment of the Directors, require. The assessment for each Lot shall be uniform except as provided in Subsection (b) of this Section 2.3. The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment has been paid for the assessment period.

(b) Units on Lots Owned By Declarant. Notwithstanding the foregoing, Declarant shall be exempt from the annual maintenance assessment charged to Owners so long as there is a Class B membership as set forth in Section 2.6. Declarant hereby covenants and agrees that in the event that the annual maintenance fund revenues are insufficient to pay the operating expenses of the Association, Declarant shall provide the funds necessary to make up the deficit, within thirty (30) days of receipt of request for payment thereof from the Association, provided that if such deficit is the result of the failure or refusal of an Owner or Owners to pay their annual maintenance assessments the Association shall diligently pursue all available remedies against such defaulting Owners, including the immediate institution of litigation to recover the unpaid assessments, and shall reimburse the Declarant the amounts, if any, so collected. In the alternative, Declarant shall have the right to pay full Class A assessments on its Lots without thereby relinquishing its Class B status and shall then be excused from the payment of any budget deficits.

(c) Purpose of Maintenance Fund. The Association shall establish a maintenance fund composed of annual maintenance assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Maintenance Areas for the use and benefit of all members of the Association. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following normal recurring maintenance of the Common Maintenance Areas including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for existing landscaping and the improvements to such Common

Maintenance Areas, such as sprinkler systems, provided that the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Maintenance Areas; perpetual maintenance and enhancement for walls, grounds, landscaping, lights, irrigation and electricity, for rights-of-way; maintenance of the medians, the planting of flowers and maintenance of community signage along said rights-of-way; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions and conditions affecting the property to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employment policemen and watchmen, if any, caring for vacant Lots; and doing any other thing or things necessary or desirable in the opinion of the Board of Directors of the Association to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith. The Association shall, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements of the Common Maintenance Area. The fund shall be established and maintained out of regular annual assessments.

(d) Special Assessment for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessments authorized above, the Association may levy special assessments as follows:

(e) Upon sale of the first Lot by Declarant to a Class A Member, a special assessment equal to ten (10) months estimated regular assessment may be assessed which shall be due and payable upon conveyance of the Lot to a Class A Member. Such special assessment shall be available for all necessary expenditures to the Association.

(e1) In any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto, may be assessed. The Association shall not commingle the proceeds of such assessment with the maintenance fund. Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question.

Section 2.4. Non-payment of Assessment; Remedies of the Association. Any assessment not paid within the (10) days after the due date shall bear interest from the due date at the highest non-usurious rate of interest allowed by Texas law from time to time. The Association shall have the authority to impose late charges

to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien retained herein against such Owner's property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of such Owner's property.

Section 2.5 Subordinated Lien to Secure Payment. To secure the payment of the maintenance charge and assessment established hereby and to be levied on individual Lots as above provided, there is hereby reserved a lien for the behalf of the Association, said lien to be enforceable through appropriate proceedings at law or in equity by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or at the insistence and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of the first mortgage lienholder by prepaid U.S. registered mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, and beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the particular property covered by such first mortgage lien to holder thereof. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of 'such assessment as to payments which became due prior to such sale or transfer. No sale, foreclosure or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall have the right to file notices of liens in favor of such Association in the Official Public Records of Williamson County, Texas.

Section 2.6. Voting Rights. "The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be member's, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class B. The Class B member shall be Declarant who shall be entitled to three (3) votes for each unoccupied Lot owned by it. The Class B

membership shall cease and be converted to Class A membership one hundred twenty (120) days after the conveyance of the Lot which causes the total votes outstanding in the Class A membership to equal the total votes outstanding in the Class B membership, or fifteen (15) years after conveyance of the first Lot by Declarant, whichever occurs earlier. Class B membership shall be reinstated at any time before the expiration of fifteen (15) years from the date of conveyance of the first Lot if additional Lots owned by a Class B member are annexed to this Declaration in sufficient numbers to restore a ratio of at least one Class B Lot for each three Class A Lots in the overall area subject to this Declaration, but any such reinstated Class B status shall terminate upon the occurrence of the events set forth above.

(c) Suspension. All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article II or is otherwise in default hereunder of under the Bylaws or Rules and Regulations of the Association any such suspension shall apply to the proxy authority of the voting representative, if any.

Section 2.7. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members, or delivered in their residences, not less than five (5) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of members or of proxies or voting representatives entitled to cast ten percent (10%) of the aggregate of all the votes outstanding under Section 2.6 hereof shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at such subsequent meeting shall be two-thirds (2/3) of the quorum requirement for such prior meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (the quorum requirement being reduced for each such meeting). No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

### **ARTICLE III GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION**

Section 3.1. Purpose of Maintenance Fund. The Board, for the benefit of the Owners, shall provide and shall pay for out of the maintenance fund provided for in Article II above the following:

(a) Taxes and assessment and other liens and encumbrances which shall properly be assessed or charged against the Common Area rather than against the individual Owners, if any.

(b) Care and preservation of the Common Maintenance Area.

(c) The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board (provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon ninety (90) days prior written notice to the managing party) and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

(d) Legal and accounting services.

(e) A policy or policies of insurance insuring the Association against any liabilities to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article IV.

(f) Worker compensation insurance to the extent necessary to comply with any applicable laws.

(g) Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

(h) Any other material, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alternatives, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain to pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

Section 3.2. Powers and Duties of Board. The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association.

(a) To execute all declarations of ownership for tax assessment purposes with regard to the common Areas, if any, on behalf of all Owners.

(b) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.

(c) To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.

(d) To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

(e) To make reasonable rules and regulations for the operation of the Common Maintenance Areas and to amend them from time to time: provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by Owners constituting a majority of the votes of the Association, or with respect to a rule applicable to less than all of the common Areas, by the Owners in the portions affected.

(f) To make available for inspection by Owners within sixty (60) days after the end of each year and annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

(g) To adjust the amount, collect any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.

(h) To ensure the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

(i) To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.

Section 3.3. Board Powers Exclusive. The Board shall have the exclusive right to contract for all goods, services and insurance payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

Section 3.4. Maintenance Contracts. The Board on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the boards are not otherwise required to perform pursuant to the terms of such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

## **ARTICLE IV TITLE TO COMMON AREAS**

Section 4.1. Association to Hold. The association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area.

Section 4.2. Liability Insurance. From and after the date on which title to any Common Area vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members covering occurrences on the Common Areas. The policy limits shall be as determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of the members, directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association shall be received, held in a segregated account and distributed to the Association's general operating account, members, Directors, the management company and other insureds, as their interest may be determined.

Section 4.3. Condemnation. In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional common Areas to replace that which has been condemned or to take whatever steps it deems reasonable necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the Association determines that the funds cannot be used in such a manner due to lack of available land for additional Common Areas or for whatever reason, any remaining funds may be distributed to each Owner on a pro rata basis.

## **ARTICLE V EASEMENTS**

Section 5.1. Utility Easements. As long as Class B membership shall be in effect, the Declarant hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of the Declarant or its designees, upon, across, over through and under any portion of the Common Area or any portion of any Lot outside of the permitted building area of such Lot, for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitations, cable television. Declarant, for itself and its designees, reserves the right to retain title to any such easements. Upon cessation of Class B membership, the Association shall have the right to grant the easements described herein.

Section 5.2. Declarant's Easement of Correct Drainage. As long as Class B membership shall be in effect, Declarant hereby reserves for the benefit of Declarant a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and shall be entitled to remove trees or vegetation, without liability for replacement or damages,

as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declaration to correct or maintain any drainage facilities within the Property.

Section 5.3. Easement for Unintentional Encroachment. The Declarant hereby reserves an exclusive easement for unintentional encroachment by any structure upon the Common Area caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching property to the extent of such encroachment.

Section 5.4. Entry Easement. In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency, the Association shall have the right to enter upon the Lot, make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

Section 5.5. Drainage Easements. Easements for the installation and maintenance of utilities, stormwater retention/detention ponds and/or a conservation area are reserved as may be shown on the recorded plat. Within these easement areas, no structure, plant or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction or flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

Section 5.6. Temporary Completion Easement. All Lots shall be subject to easement of ingress and egress for the benefit of Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Property as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the Property, provided that such easement shall terminate (12) months after the date such Lot is conveyed to the Owner by Declarant.

## **ARTICLE VI USE AND OCCUPANCY**

All Lots and dwellings shall be used and occupied for single-family residence purposes only. No Lot or dwelling may be used for commercial, institutional or other non residential purpose if such use involves the attendance or entry of non-residents upon the Lot or otherwise diminishes the residential character of the Lot or neighborhood. This prohibition shall not apply to "garage sales" conducted with prior written consent of the Association provided that no Owner shall conduct more than one (1) garage sale of no more than two (2) days duration each during any six (6) month period or, the use of any Unit by Declarant or any Builder as a model/home or sales office, or the use of any Lot as a site for a construction office trailer or sales office trailer by Declarant or any Builder.

## ARTICLE VII

Section 7.1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement shall be appurtenant to and shall pass with the right to every Lot subject to the following provisions:

(a) The right of the Association to establish and publish rules and regulations governing the use of the Common Areas affecting the welfare of Association members;

(b) The right of the Association to suspend the right of use of the Common Areas and the voting rights of any Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association subject to the provisions hereof to dedicate or transfer all or any part of the Common Areas, if any, to any public agency authority or utility for such purposes and subject to the conditions as may be agreed by the Association. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to case two-thirds (2/3) of the votes of each class of membership has been recorded agreeing to such dedication of transfer;

(d) All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the Owners, and all of their grantees, and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

Section 7.2. Effect of Declaration. Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this Declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said

parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

Section 7.3. Rezoning Prohibited. No Lot shall be rezoned to any classification allowing commercials, institutional or other nonresidential use without the express consent of the Association and Declarant (as long as Declarant owns any Lot subject to this Declaration), which may be withheld in Declarant's sole discretion. Declarant or the Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.

## **ARTICLE VIII USE RESTRICTITONS**

Section 8.1. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done which may be or may become an annoyance of nuisance to the neighborhood.

Section 8.2. Development Activity. Notwithstanding any other provision herein, Declarant and its successors and assigns (including Builders) shall be entitled to conduct on the property all activities normally associated with an access convenient to the development of the Property and the construction and sale of dwelling units on the Property.

Section 8.3. Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, and no prefabricated or relocated structures, shall be used on any Lot at any time as a residence, either temporarily or permanently. This restriction shall not be interpreted to limit the right of Declarant or any Builder to use trailers or outbuilding as sales office, construction offices or material storage facilities.

Section 8.4. Signs and Picketing. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvements upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven in the subdivision or carried by person or by any other means displayed within the subdivision except the following:

(a) For Sale Signs. An Owner may erect one (1) sign not exceeding 2'x3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the Property for sale.

(b) Declarant's Signs. Signs or billboards may be erected by Declarant or any Builder.

(c) Political signs. Political signs may be erected upon a Lot by Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

In addition to the foregoing, to protect the safety and harmony of the community, no person shall engage in picketing on any Lot, easement, right-of-way or Common Area within or adjacent to the Property, nor shall any vehicle parked, stored or driven in or adjacent to the Property bear or display any signs, slogans, symbols, words or decorations intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy or permitted business activities of any Owner or Declarant.

Section 8.5. Campers, Trucks, Boats, Recreational Vehicles, and Propane Tanks. No campers, vans, boats, boat trailers, and other types of non-passenger vehicles, equipment, implement, or accessories may be kept on any lot unless the same are fully enclosed within the garage located on such Lot and/or said vehicles and accessories are screened from view by fencing and said vehicles and accessories are in an operable condition. Recreational vehicles must be in an enclosed garage. The Association shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. The Association shall determine if a lot is acceptable for any recreational vehicle. Propane tanks shall be buried underground.

Section 8.6 Construction in Place. All Units constructed on the Property shall be built in place on the Lot and the use of prefabricated materials other than trusses and wall panels shall be allowed only with the prior written approval of the Architectural Control Committee.

Section 8.7. Unfinished Structures. No structures shall remain unfinished for more than two hundred seventy (270) days after construction has commenced.

Section 8.8. New Materials. Only new materials shall be utilized in constructing any structures situated upon a Lot, unless approved by the Architectural Control Committee

**Section 8.13. Parking.** No vehicles, trailers, implements or apparatus may be driven or parked in the Common Maintenance Area or on any easement unless in use for maintaining such Common Maintenance Areas.

**Section 8.14. Commercial or Institutional Use.** No building erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes, except for construction offices, model homes and sales offices as set forth in Article VII.

**Section 8.15. Building Standards.** No building shall be erected or maintained on any Lot unless it complies with all applicable standards, including any governmental ordinances.

**Section 8.16. Detached Buildings.** No detached accessory buildings, including, but not limited to, detached garages and storage buildings shall be erected, placed or constructed upon any Lot without the prior written consent of the Architectural Review Committee. Plans for separate garages, lawn tool buildings, or any storage buildings must be submitted for signed approval to the Architectural Review Committee with a complete drawing showing it is within the setback lines before any construction on said building is begun. Any detached building must match the exterior of the main residence.

**Section 8.17. Fences.** No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback Lines for the front yard. Except as may be necessary to maintain the sight distances required by Section 8.12 side yard fences may be erected along the side property lines of the Lots. All fences shall be constructed of wrought iron with masonry columns every fifty (50) feet except for retaining walls installed by Declarant or retaining walls or decorative walls approved by the Architectural Control Committee. All fences shall be at least six (6) feet in height and not more than eight (8) feet in height, except sales office or model home fences. No wood, chain-link, metal cloth or agricultural fences may be built or maintained on any Lot.

**Section 8.18. Antennae. Satellite Dishes and Solar Collectors.** No Owner may erect or maintain a television or radio receiving or transmitting antenna or similar equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view in a manner acceptable to the Architectural Control Committee. Furthermore, no Owner may erect or maintain a satellite dish, solar collector panel or similar apparatus or equipment upon any Lot except with the prior written consent of the Architectural Control Committee.

Section 8.19. Exterior Finish. All ground level exterior walls of all dwellings, garages and approved accessory buildings shall be completely finished with stucco, brick, or stone. Hardi-plank siding or other wood material is only acceptable on second story exterior walls. No unpainted concrete block surfaces shall be visible on any exterior wall. The exterior walls, including all floors, of the main residence building constructed on any Lot shall be composed of at least one hundred percent (100%) masonry, said percentage to apply to the aggregate area of all exterior walls. Masonry includes stucco, brick, and stone. Notwithstanding the foregoing, the Architectural Review Committee is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or materials, and the resulting structure will not detract from the general appearance of the neighborhood.

Section 8.20. Chimneys. All fireplaces flues, smoke stacks, and spark arrestors shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally, compatible with the principal finish material of the exterior walls of the dwelling or otherwise approved by the Architectural Control Committee.

Section 8.21 Clothes Hanging Devices. Exterior clothes hanging devices shall not be permitted.

Section 8.22. Limitation on Square Feet. The minimum square footage are of units erected on the Lots, exclusive of open porches and/or garages, shall be not less than 2,200 square feet for 1 story houses only. All 2-story houses must have a total square feet of 2,600. The first floor of a 2-story house, exclusive of open porches and/or garages shall be not less than 2,000 square feet.

Section 8.23. Oil and Mining Operations. No oil drilling, oil development operations, oil refinishing, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground.

Section 8.24. Garages. An enclosed garage able to accommodate at least two (2) automobiles must be constructed and maintained for each residence. All garages must be a side entry garage only. The openings of such garages must be situated within the setback lines set out in Section 8.23 below. If the garage is detached from the house, it shall be set a minimum distance of five feet (5') from the rear Building line. All detached garages must match the exterior of the main residence. Thus, it must be one-hundred percent (100%) masonry, have the same roof, exterior paint color, and the same masonry product. Garages may be used as a Builder's sales office prior to permanent occupancy. Detached garages may not

exceed a height of eighteen feet (18') at the highest ridge point of the roof measured from the existing ground unless prior written approval is obtained from the Architectural Control Committee. With the exception of periods when garages are used by a Builder as sales offices, all garages shall be maintained for the storage of automobiles, and no garage may be enclosed or otherwise used for habitation.

Section 8.25. Roof. Unless otherwise approved in advance in writing by the Architectural Control Committee, all exposed roof surfaces of each Unit shall be a shade of gray or earth tones. All composition roofs must be at least a 30 year warranty and be dimensional. No exposed roof surface on any principal and/or secondary structures shall be of wood shingles or wood shakes unless rated by the State Insurance Board as meeting fire retardant standards. Roof pitch must be 7/12 or better. The Architectural Control Committee shall have the authority to approve roof treatments, roof pitches, and materials when its determination such treatments, roof pitches, and materials, in the form utilized, will not be a detriment to the quality of the neighborhood.

Section 8.26. Setback Lines. All buildings or other structures (except fences), permanent or temporary, habitable or uninhabitable, must be constructed, placed and maintained in conformity with setback lines imposed in the record plat of the Subdivision. The eaves, steps and porches of buildings shall not be deemed to be a part of a building or structure for the purpose of this covenant.

Section 8.27. Athletic and Recreational Facilities. Outdoor athletic and recreational facilities such as basketball goals, swing sets and sport courts of either a permanent or temporary nature may be placed only between the rear property line of the Lot and the back of the Unit constructed thereon. Tennis court lighting and fencing shall be allowed only with the approval of the Architectural Control Committee.

Section 8.28. Water and Sewage Systems. No individual water supply system shall be permitted on any Lot unless approved in writing by Architectural Control Committee. Individual septic tank systems shall be allowed.

Section 8.29. Window Treatment. No aluminum foil, reflective film or similar treatment shall be placed on window or glass doors.

Section 8.30. Subdividing. No Lot shall be further divided or undivided, and no easements or other interests therein less than the whole shall be conveyed by the Owner thereof, without the prior written approval of the Board provided however, that when Declarant is the Owner thereof Declarant may further divide and subdivide any Lot and convey any easement or other interest less than the whole all without the approval of the Board.

Section 8.31. Construction of Improvements. No improvements shall

hereafter be constructed upon any of the Property without the prior written approval of the Architectural Control Committee. In the case of single-family residences to be constructed on a Lot, the Architectural Control Committee may limit its review to a review of a typical floor plan for the proposed residence, and upon the Architectural Control Committee's approval of such floor plan, residences may be constructed consistent with the approved floor plan without the requirement of further review or approval by the Committee, anything herein to the contrary notwithstanding.

Section 8.32. Repair of Building. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

Section 8.33. Hazardous Activities. No activities shall be conducted on the Property and no improvements shall be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, and no open fires shall be lighted or permitted except within safe and well-designated interior fireplaces or within barbecue units while attended and in use for cooking purposes.

Section 8.34. Composite Building Site. Any Owner of one or more adjoining Lots may consolidate such Lots into one single-family residences building site, and may place or construct Improvements on such site with the prior written approval of the Architectural Control Committee. In cases of such consolidation of Lots, setback lines shall be measured from the two side Lot lines existing after consolidation, rather than from the Lot lines shown on the Plat. The Owner may not thereafter resubdivide the consolidated Lots without the prior written approval of the Board.

## **ARTICLE IX ARCHITECTURAL CONTROL COMMITTEE**

Section 9.1. Membership. The Architectural Control Committee shall consist of not more than three (3) voting members (the "Voting Members")

Section 9.2. Declarant's Right to Appointment. Until the earlier of (i) December 31, 2020, or (ii) the date when the Class B membership shall cease, Declarant shall have the right to appoint and remove all members of the Architectural Control Committee. Declarant may delegate in whole or in part its right to appoint and remove members of the Architectural Control Committee to the board by written instrument.

Section 9.3 Action by Architectural Control Committee. Items presented to the Architectural Control Committee shall be decided by a majority vote of the voting

Members. The Architectural Control Committee may appoint an agent to act on behalf of the Architectural Control Committee, and the Architectural Control Committee may delegate any duties, powers and/or functions to the agent. Any such appointment and delegation shall be in writing.

Section 9.4. Term. Each Voting Member shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein.

Section 9.5. Adoption of Rules. The Architectural control committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, architectural guideline, landscaping guidelines, and other similar codes or guidelines as it may deem necessary and desirable.

Section 9.6. Review of Propose Construction. The Architectural control committee shall have the right whenever its approval is required under this Declaration to consider all of the Plans and specification for the Improvement or proposal in question and all other facts and information which in its sole discretion are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction or any construction of any Improvement on the Property or any portion thereof the Plans and Specifications therefore shall be submitted to the Architectural Control Committee, and construction thereof may not commence unless and until the Architectural Control Committee has approved such Plans and specifications in writing. Upon written request, the Architectural control committee may waive the requirement of such plans for any Lot if the builder uses plans previously approved by the Architectural Control Committee for another Lot, There shall be no material revisions made to the approved plans without resubmittal to and approval by the Architectural Control Committee of the revised plans. The Architectural Control Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or from time to time assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Control Committee. The Architectural Control Committee may postpone review of any Plans and Specifications submitted for approval pending its receipt of any information or document deemed necessary by it. The Architectural Control Committee shall have the authority to disapprove any proposed Improvement based upon this Declaration, and the decision of the Architectural Control Committees shall be final and binding so long as it is made in good faith. The Architectural Control Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval hereof, from the standpoint of structural safety, engineering- soundness, or conformance with building or other codes.

Section 9.7. Variance. The Architectural Control Committee may grant variances from compliance with any of the provisions of this Declaration when, in its opinion and in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property and/or is justified due to aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument in recordable form, and must be signed by a majority of the Voting Members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of this Declaration applicable to the Lots for any purpose except as to the particular property and the particular matter covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

Section 9.8. Actions of the Architectural Control Committee. The Architectural Control Committee may, by resolution unanimously adopted in writing, designate any of its members or an agent acting on its behalf take any action or perform any duties for and on behalf of the Architectural Control Committee. In the absence of such designation, the vote of a majority of all Voting Members, which may be taken without a meeting, shall constitute an act of the Architectural Control Committee.

Section 9.9. No Waiver of Future Approvals. The approval or consent of the Architectural Control Committee to any Plans and Specifications shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different Person.

Section 9.10. Work in Progress. At its option, the Architectural Control Committee may inspect any work in progress to insure compliance with approved Plans and Specifications.

Section 9.11. Nonliability of Architectural Control Committee Members. Neither the Architectural Control Committee nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other Person for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Control Committee's or Board's respective duties under this Declaration, unless due to the willful misconduct or bad faith of such Person. Neither the Architectural Control Committee nor any member thereof is liable to any Owner due to the construction of any Improvement within the Property.

Section 9.12. Address. Plans and Specifications shall be submitted to the Architectural Control Committee at c/o Jimmy Jacobs, 3609C Williams Dr., Georgetown, Texas 78628, or such other address as may be designated by Declarant (or the Board if Declarant has delegated such designation right to the Board) from time to time.

## **ARTICLE X ANNEXATION**

(b) FHA/VA Approval. To the extent require by applicable law or regulation, Declarant shall submit, written request for approval of any annexation under this Section to the Federal Housing Administration (“FHA”) and the Veterans Administration (“VA”) accompanied by a copy of the Declaration of Annexation. If neither FHA nor VA notifies, Declarant of objections to the annexation within (15) days of the date of Declarant’s request for approval, such approval shall be deemed to have been granted.

Section 10.2. Annexation by Action of Members. At any time the Board of Directors of the Association may request, approval of the membership for the annexation of additional property into the Association to be subject to all of the terms of this Declaration to the same extent as if originally included herein. No such annexation shall be effective unless approved in writing by members entitled to cast two-third (2/3) of the votes in each class of membership, and by FHA and VA as set forth in Subsection 9.1(b) above. Any property that is contiguous to existing property to this Declaration may be annexed hereto according to the foregoing requirements, provided however, that no such annexation shall be effective without the consent and joinder of the owners of the property to be annexed. Such annexation must be evidenced by a Declaration of Annexation as set forth in Subsection 9.1(a) above executed by the parties herein described.

Section 10.3. No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of Declarant or any member to annex any property to this Declaration and no owner of the property excluded from this Declaration shall have any right to have such property annexed thereto.

Section 10.4. Effect of Annexation on Class B Membership. In determining the number of Lots owned by Declarant for the purpose of Class B Membership status according to Section 2.6 hereof, the total number of Lots covered by this Declaration, including all Lots annexed thereto, shall be considered. If Class B Membership has previously lapsed but annexation of additional property restores the ratio of Lots owned by Declarant to the number required for Class B Membership, such Class B Membership shall be reinstated until it expires pursuant to the terms of Section 2.6.

## **ARTICLE XI GENERAL**

Section 11.1. Remedies. In the event of any default by any Owner under

the Provisions of the Declaration, Bylaws or rules and regulations of the Association, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for the payment of the money and collection thereof for any combination of the remedies or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses, and all damaged liquidated or otherwise; together with interest thereon at the maximum rate permitted by law but, with reference to any Lots financed by FHA insured loans, not in excess of the maximum rate of FHA loans at the time of delinquency, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of respective maintenance assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto, and upon all his personal property upon the Lot. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

Section 11.2. Term and Amendments. The covenants and restrictions Declaration shall run with and bind the Land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless seventy-five percent (75%) of the votes outstanding shall have voted to terminate the covenants and restrictions of this Declaration upon the expiration of the initial thirty (30) year period or any extension thereof, which termination shall be by written instrument signed by seventy-five percent (75%) of the Owners and properly recorded in Williamson County, Texas. This Declaration may be amended during the first thirty (30) year period by an instrument signed by the holders of not less than ninety percent (90%) of the votes outstanding if the Class B membership has not theretofore terminated, and thereafter by an instrument signed by the holders of not less than seventy-five percent (75%) of the votes outstanding; provided, however, so long as Declarant (or the assignee of any of Declarant's rights hereunder) owns any Lot(s) primarily for sale or development, this Declaration may not be amended without the prior written consent of Declarant (or such assignee of any of Declarant's rights hereunder). Any amendment must be recorded. Declarant further reserves, prior to closing of the sales of all of the Property all rights which may be necessary to deal with the Property, including the right to vacate, amend, or modify the plat of subdivision. To the extent required by applicable regulations promulgated by the FHA or VA, amendments shall be subject to prior approval by FHA or VA if any Lot within the Property is encumbered by a FHA or VA

mortgage loan.

Section 11.3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 11.4. Rights and Obligations. The provisions of this Declaration and the Articles of Incorporation and Bylaws and rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot of any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Articles of Incorporation and Bylaws, whether or not mention thereof is made in said deed.

Section 11.5. Miscellaneous Provisions. Any provisions of this Declaration or of the Articles of Incorporation and Bylaws to the contrary notwithstanding, following provisions shall control.

(a) FHA/VA Approval. If any prospective Owner applies for FHA or VA mortgage financing and receives a commitment therefore, then, to the extent required by applicable regulations promulgated by the FHA or the VA, the following actions will require approval of the FHA and the VA as applicable: (1) addition of properties except as set forth in Article IX, (2) mortgaging or dedication of Common Areas, (3) amendment of this Declaration or the Articles of Incorporation or Bylaws of the Association, and (4) dissolution of the Association.

(b) The following actions will require notice to all institutional holders of first mortgage liens: (1) abandonment or termination of the Association; or (2) material amendment to this Declaration.

(c) Upon the request of any first mortgage of a dwelling on a Lot, the Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under this Declaration or the Bylaws or Association rules and regulations which is not cured within thirty (30) days. Any first mortgagee of a dwelling who comes into possession of such dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to time such holder comes into possession of the dwelling.

(d) Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each mortgage) have given their prior written approval, neither the Association nor the Owners shall be entitled to:

(i) by act or omission seek to abandon, partition, or transfer the Common Areas, if any, or any portion thereof of interest therein;

(The granting of easements for public utilities or other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause.)

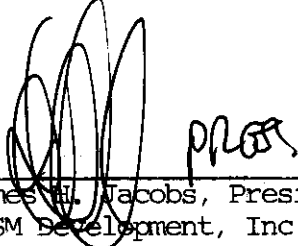
(ii) substantially change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner by the Association;

(iii) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of the dwelling or maintenance of the dwelling or Lots;

(iv) fail to maintain liability and extended coverage insurance on insurable property comprising a part of the Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs).

(e) All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

Section 11.6. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

  
James H. Jacobs, President of  
JJSM Development, Inc.

ACKNOWLEDGMENT

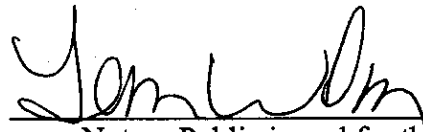
STATE OF TEXAS }

COUNTY OF WILLIAMSON }

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of May, 2005, by James H. Jacobs, President of JJSM Development, Inc., a Texas corporation, on behalf of said corporation.



(seal)

  
\_\_\_\_\_  
Notary Public in and for the  
State of Texas

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS 2005035142**  
*Nancy E. Rister*  
05/11/2005 02:26 PM  
MARY \$62.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

TW

2

**AMENDMENT TO PLAT AND RESTRICTIONS  
WOODLAND PARK WEST - PHASE 1**



REST 2005074001  
2 PGS

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, by instrument recorded under Clerk's Document No. 2005035142 of the Official Public Records of Williamson County, Texas, and by Plat recorded in Cabinet AA, Slides 57-59 of the Plat Records of said county, certain Restrictions have been imposed of the following described property:

BEING 26.87 acres of Land out of the FREDERICK FOY SURVEY, Abstract No. 229 in Williamson County, Texas, part of a called 195.6274 acre tract described in a Deed recorded under Clerk's Document No. 2004033729 of the Official Public Records of said county, the same tract platted and now known as WOODLAND PART WEST - PHASE 1, a subdivision in said county, said plat of said subdivision being recorded in Cabinet AA, Slides 57-59 of the Plat Records of said county (hereinafter, the "Subdivision"); AND

WHEREAS, through error, oversight or mistake, building setback lines which were intended to appear on said plat of the Subdivision were omitted from said plat.

NOW, THEREFORE, premises considered and also in consideration of the benefits which will accrue to present and subsequent owners of the lots as platted in said subdivision, JJS DEVELOPMENT, INC. a Texas corporation, acting through its President JAMES H. JACOBS, in its capacity as Declarant in the aforementioned Restrictions, hereby amends the aforementioned Restrictions and imposes the following building setbacks on the lots within the Subdivision as follows:

- 1) Lots Two (2) through including Seven (7) in Block "A;" Lots Two (2) through and including Six (6) in Block "B"; and Lots Two (2) through and including Four (4) are subject to the following building setback lines:
  - a) Fifty (50) Feet in width along the front lot line;
  - b) Twenty (20) Feet in width along the rear lot line; and
  - c) Fifteen (15) Feet in width along all side lot lines.
  
- 2) Lot One (1) in Block "A" is subject to the following building setback lines:
  - a) Fifty (50) Feet in width along the northwesterly lot line;
  - b) Twenty (20) Feet in width along the southeasterly lot line;
  - c) Twenty-Five (25) Feet in width along the northeasterly lot line; and
  - d) Fifteen (15) Feet in width along the southwesterly lot line.
  
- 3) Lot Eight (8) in Block "A" is subject to the following building setback lines:
  - a) Fifty (50) Feet in width along the northwesterly lot line;
  - b) Twenty (20) Feet in width along the southeasterly lot line;
  - c) Fifteen (15) Feet in width along the northeasterly lot line; and
  - d) Twenty-Five (25) Feet in width along the southwesterly lot line.
  
- 4) Lot One (1) in Block "B" is subject to the following building setback lines:
  - a) Twenty (20) Feet in width along the northwesterly lot line;
  - b) Fifty (50) Feet in width along the southeasterly lot line;
  - c) Fifty (50) Feet in width along the northeasterly lot line; and
  - d) Fifteen (15) Feet in width along the southwesterly lot line.
  
- 5) Lot Seven (7) in Block "B" is subject to the following building setback lines:
  - a) Twenty (20) Feet in width along the northwesterly lot line;
  - b) Fifty (50) Feet in width along the southeasterly lot line;
  - c) Fifteen (15) Feet in width along the northeasterly lot line; and
  - d) Twenty-Five (25) Feet in width along the southwesterly lot line.

① RETURN TO  
Georgetown Title Co., Inc.

- 6) Lot One (1) in Block "C" is subject to the following building setback lines:
- a) Fifteen (15) Feet in width along the northwesterly lot line;
  - b) Twenty (20) Feet in width along the southwesterly lot line; and
  - c) Fifty (50) Feet in width along the lot line adjacent to the street.
- 7) Lot One (1) in Block "D" is subject to the following building setback lines:
- a) Fifty (50) Feet in width along the northwesterly lot line;
  - b) Twenty (20) Feet in width along the southeasterly lot line;
  - c) Fifteen (15) Feet in width along the northeasterly lot line; and
  - d) Twenty-Five (25) Feet in width along the southwesterly lot line.
- 8) Lot One (1) in Block "E" is subject to the following building setback lines:
- a) Twenty (20) Feet in width along the northwesterly lot line;
  - b) Fifty (50) Feet in width along the southeasterly lot line;
  - c) Fifteen (15) Feet in width along the northeasterly lot line; and
  - d) Twenty-Five (25) Feet in width along the southwesterly lot line.

These building setback lines shall inure to the benefit of Declarant, its heirs, successors and assigns for the same term and under the same conditions as set out in the Declaration of Covenants, Conditions and Restrictions for the subdivision recorded as hereinabove set out.

When the context requires, singular nouns and pronouns include the plural.

JJSM DEVELOPMENT, INC.

BY:

  
 JAMES H. JACOBS, President

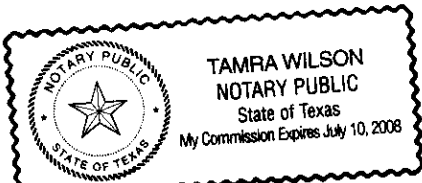
**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF WILLIAMSON

§  
§  
§

This instrument was acknowledged before me on September 16<sup>th</sup>, 2005 by JAMES H. JACOBS, President of JJSM DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.



PREPARED IN THE OFFICE OF:

David Darnell  
 3008 Dawn Drive, Ste. 101  
 Georgetown, Texas 78628

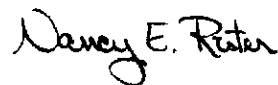
AFTER RECORDING RETURN TO:

Longhorn Title Co., Inc.  
 801 Main Street  
 Georgetown, Texas 78626

  
 Notary Public, State of Texas

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS 2005074001



09/19/2005 02:03 PM

CARRILLO \$20.00

NANCY E. RISTER, COUNTY CLERK  
 WILLIAMSON COUNTY, TEXAS

**RETURN TO**

*Longhorn Title Co., Inc.*

TW



**CERTIFICATE OF RESOLUTION AND INCUMBENCY  
OF  
THE HOMEOWNERS ASSOCIATION FOR WOODLAND PARK OF GEORGETOWN,  
INC.**

I, Jack Buchanan, certify that I am the qualified and acting Secretary of The Homeowners Association For Woodland Park Of Georgetown, Inc., a Texas corporation (the "Corporation"), and as such officer, I have access to the records of the Corporation, which records reflect that:

1. Resolutions. By UNANIMOUS WRITTEN CONSENT OF DIRECTORS, the resolutions attached hereto were duly adopted.
2. Incumbency. As appears from the records of the Corporation in my possession as such Secretary, the persons whose names appear immediately below are the qualified and acting officers of the Corporation, occupying the offices set forth opposite their respective names, and the signatures set opposite said respective names are the true signatures of said officers:

<u>Name</u>	<u>Office</u>	<u>Signature</u>
<i>Phillip</i> Phillip M. Newman	President	
Jack Buchanan	Secretary	

I, Jack Buchanan, hereby certify that Phillip M. Newman is the qualified and acting President of the Corporation, and do hereby further certify that I am the qualified and acting Secretary of the Corporation. I further certify that the signatures as set forth above are true and authentic signature.

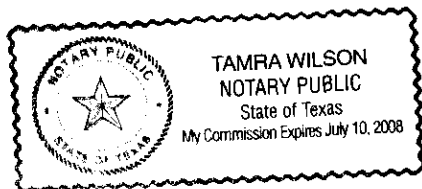
IN WITNESS WHEREOF, I have duly executed this Certificate January 31<sup>st</sup>, 2006.

Jack Buchanan

THE STATE OF TEXAS       §  
  §  
COUNTY OF WILLIAMSON   §

This instrument was acknowledged before me on January 31<sup>st</sup>, 2006 by Jack Buchanan, Secretary of The Homeowners Association For Woodland Park Of Georgetown, Inc., a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas



TW

**BYLAWS**

**THE HOMEOWNERS ASSOCIATION FOR WOODLAND PARK  
OF  
GEORGETOWN, INC.  
(A Non-Profit Corporation)**

**ARTICLE 1**

**GENERAL**

Section 1. Name. The name of the organization shall be The Homeowners Association of Woodland Park of Georgetown, Inc. (the "Association").

Section 2. Applicability. These Bylaws provide for the self-government of The Woodland Park Subdivisions, a planned community in Williamson County, Texas, which are or hereafter become subject to the WOODLAND PARK OF GEORGETOWN MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded as Document No. 2005089895 (26 pages), Official Records, Williamson County, Texas and any Supplemental Declarations, all as may be amended from time to time. This document and any amendments thereto shall hereinafter be referred to as the "Declaration" and all property subject to its covenants, conditions and restrictions shall hereinafter be referred to as the "Property." Unless otherwise expressly defined herein, all capitalized terms shall be construed to have the meanings assigned to them in the Declaration.

Section 3. Declarant. "Declarant" shall mean Georgetown Woodland Park Ltd., and Jimmy Jacobs Custom Homes, Ltd. as Co-Declarants, their duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of Declarant, must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

Section 4. Common Properties. Any reference herein to Common Properties or assessments for maintenance of Common Properties are applicable only in the event the Association shall subsequently own, maintain, or operate Common Properties.

Section 5. Lot. "Lot" or "Lots" shall mean any single family lot within The Woodland Park Subdivision(s), together with all Improvements located thereon.

Section 6. Lot Owner. "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of title to a Lot or Lots or Potential Lots, including, but not limited to, a developer, builder, or other person or entity holding title to a developed or undeveloped Lot or Lots, but specifically excluding a person or entity with an interest in a Lot or Lots merely as security for the performance of an obligation.

Section 7. Compliance. All Lot Owners within the Property as well as their tenants, agents, patrons, employees, invitees, guests and any other person that might use the Common Properties shall comply with these Bylaws. The mere acquisition or rental of any of the Lots within the Property or the mere act of use or occupancy will signify that these Bylaws are accepted, ratified and will be strictly followed.

## ARTICLE 2

### CORPORATE OFFICE

Section 1. Principal Office. The principal office of the Association shall be at 3613 Williams Drive, Suite 201, Georgetown, Texas 78628, unless otherwise determined by the Board of Directors (sometimes hereinafter referred to as the "Board").

Section 2. Other Offices. The Association may also have offices at such other places, both within and without the State of Texas, as the Board of Directors may from time to time determine or the business of the Association may require.

Section 3. Registered Office and Registered Agent. The Association shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the Association in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

## ARTICLE 3

### MEMBERS

Section 1. Composition of Membership. All Lot Owners shall be Members of the "Association", and as such shall have the responsibility for administering the Common Properties, establishing the means and methods of collecting the assessments, arranging for the management of the Association, and performing all of the other acts that may be required to be performed by the Association and by the Declaration. Except as to those matters which the Declaration or these Bylaws specifically requires to be performed by the vote of the Lot Owners or by their First Mortgagees, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth in Article 5 hereof. Every record Lot Owner shall automatically become, upon acquisition of title, a "Member" of this Association and be subject to these Bylaws. Membership will cease, without any formal Association action, whenever such Member ceases to own title to a Lot.

Section 2. Voting Rights. All Lot Owners shall be entitled to voting rights in the Association with the number of votes to be cast by the Owner(s) of each Lot to be as provided in the Declaration. Where there is more than one record Lot Owner ("Co-owners"), all of those Co-owners shall be Members and may attend any meeting of the Association, but only one vote shall be cast with respect to each Lot. Co-owners owning the majority interests in a Lot shall from time to time

designate in writing one of their number to vote. Fractional votes among the Co-owners owning a single Lot shall not be allowed. Where no voting Co-owner is designated or if the designation has been revoked, the vote for the Lot shall be exercised as the Co-owners owning majority interests in the Lot mutually agree. No votes shall be cast for any Lot if the majority of the Co-owners present in person or by proxy and representing such Lot cannot agree to said vote. The non-voting Co-owner or Co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Lot and shall be entitled to all other benefits of ownership. All corporate Owners must deliver to the Board of Directors a resolution of the Board of Directors of the corporate Owner executed by an officer of such corporate Owner designating an agent to vote for such corporate Owner on Association matters. Any other Owner (except for an Owner who is a natural person) must deliver to the Board of Directors such documents as the Board of Directors may reasonably require to evidence the designation of an agent to vote for such Owner on Association matters. All agreements and determinations lawfully made by the Association in accordance with the voting allocations established herein or in the Declaration affecting the Property, shall be binding on all Owners, their heirs, administrators, successors and assigns.

Section 3. Votes Required for Passage. At a meeting at which a quorum is present, the vote of the Members holding a majority of the votes represented in person or by proxy shall decide any question brought before the meeting, unless the question is one upon which the vote of a greater number is required by law, the Articles of Incorporation, the Declaration or these Bylaws. The Members present or represented at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 4. Proxy. A Member may vote either in person or by proxy executed in writing by the Member or his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly made irrevocable on its face and unless otherwise made irrevocable by law; provided, however, notwithstanding the foregoing, every proxy shall be revocable and shall automatically terminate upon conveyance by a Member of his Lot. Each proxy shall be filed with the Secretary prior to or at commencement of the meeting.

Section 5. No Cumulative Voting. At each election for directors, each Class A Member entitled to vote shall have the right to vote, in person or by proxy, one vote for each Lot owned for each director to be elected and each Class B Member shall have three (3) such votes for each lot owned by it. Cumulative voting shall not be permitted.

Section 6. Voting Method. Voting on any question or in any election may be by voice vote or show of hands, unless the presiding officer shall order, or any Member shall demand, that voting be by written secret ballot.

## ARTICLE 4

### MEETINGS OF MEMBERS

Section 1. Meeting Date. The first annual meeting of the Members, for the purpose of electing directors and transacting such other business as may properly be brought before the meeting, shall be held within one year from the date of incorporation of the Association, and subsequent annual meetings of the Members shall be held within one hundred twenty (120) days after the end of the fiscal year of the Association at such hour as shall be determined and stated in the notice of said meeting.

Section 2. Meeting Place. All meetings of the Members shall be held at the principal office of the Association or at such other place, within the State of Texas, as may be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 3. Failure to Hold Annual Meeting. Failure to hold the annual meeting at the designated time shall not work as a dissolution of the Association. In the event the Board of Directors fails to call the annual meeting at the designated time, any Member may make demand that such meeting be held within a reasonable time. Such demand shall be made in writing by certified mail directed to any officer of the Association. The annual meeting shall thereafter be called within sixty (60) days following such demand.

Section 4. Special Meetings. Special meetings of the Members for any purpose or purposes may be called by the President, the Board of Directors, or the holders of not less than one-tenth (1/10) of all the votes entitled to vote at the meetings. No business other than that specified in the notice of meeting shall be transacted at a special meeting.

Section 5. Notice of Meetings.

5.1. Written Notice. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered at least fifteen (15) days, but not more than fifty (50) days, before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary or the officer or person or persons calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the membership rolls of the Association, with postage thereon prepaid.

5.2. Waiver. Notice may be waived in writing signed by the person or persons entitled to such notice. Such waiver may be executed at any time before or after the holding of such meeting. Attendance at a meeting shall constitute a waiver of notice, except where the person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 6. Informal Action By Members. Any action required by law to be taken at a meeting of the Members of the Association, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing setting forth the action so taken

shall be signed by all of the Members entitled to vote with respect to the subject thereof. Such consent shall have the same force and effect as a unanimous vote of Members and may be stated as such in any articles or documents filed with the Secretary of State.

Section 7. Quorum. The Members holding at least ten percent (10%) of the votes entitled to be cast at a meeting of the Members, represented in person or by proxy, as such votes are allocated pursuant to the provisions of these Bylaws and the Declaration, shall constitute a quorum at a meeting of the Members. If a quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote, represented in person or by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented. At such adjourned meeting at which a quorum is present or represented any business may be transacted which might have been transacted at the original meeting.

Section 8. Order of Business. The order of business at all meetings of the Association shall be as follows:

- (a) Roll Call;
- (b) Proof of Notice of Meeting or Waiver of Notice;
- (c) Reading of Minutes of Preceding Meeting;
- (d) Reports of Officers and Board of Directors;
- (e) Report of Management Agent, if any, and if present;
- (f) Report of Committees, if any;
- (g) Election of Members of the Board of Directors (when so required);
- (h) Unfinished Business;
- (i) New Business;
- (j) Consideration of adequacy of reserves; and
- (k) Adjournment.

Section 9. Conduct of Meeting. The President or his designee shall preside over all meetings of the Members and the Secretary shall keep the minutes of the meeting and record in a Minute Book of the Association such resolutions as are adopted by the Members as well as a record of all transactions occurring thereat. Robert's Rules of Order (latest edition) as modified by the Board of Directors shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or these Bylaws.

## **ARTICLE 5**

### **DIRECTORS**

Section 1. Management. The business and affairs of the Association shall be managed by the Board of Directors.

Section 2. Number of Directors. The number of directors as of the date of the institution of these Bylaws shall be three (3). Thereafter, the number of directors may be increased or decreased, from time to time by amendment of these Bylaws upon a two-thirds (2/3) vote of the Members at the annual meeting or at a special meeting called for that purpose; provided, however the number of directors shall not be decreased to less than three (3). No decrease shall have the effect of shortening the term of any incumbent director. A director need not be an officer, director or designee of Declarant, and need not be a Lot Owner, a mortgagee of Lots or a resident of the State of Texas.

Section 3. Election and Term of Office. At the first annual meeting of the Association, three Directors shall be elected to serve for a term of two years. The first Board of Directors shall be elected and shall serve simultaneously. At the third annual meeting of the Association, the Members shall elect a successor for each Director to serve for a term of two years. At each annual meeting thereafter, the Members shall elect Directors to serve for one-year terms. Unless removed in accordance with these Bylaws, each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified.

Section 4. Powers and Duties. The Board of Directors has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Common Properties, and it may do all such acts and things as are not by law, by these Bylaws, or by the Declaration directed to be exercised and done exclusively by the Members. Without prejudice to such foregoing general powers and duties and such powers and duties as are set forth in the Declaration, the Board of Directors is vested with, and responsible for, the following powers and duties:

(a) The power and duty to select, appoint and remove all officers, agents and employees of the Association, to prescribe such powers and duties for them as may be consistent with law, the Articles of Incorporation, the Declaration and these Bylaws; to fix their compensation and to require from them security for faithful service when deemed advisable by the Board;

(b) The power and duty to conduct, manage and control the affairs and business of the Association, and to make and enforce such rules and regulations (the "Woodland Park Rules") therefor consistent with the law, with the Articles of Incorporation, the Declaration and these Bylaws, as the Board may deem necessary or advisable;

(c) The power and duty to fix and levy from time to time regular annual assessments and special assessments upon the Members, as provided in the Declaration, to determine and fix the due date for the payment of such assessments, and the date upon which the same shall become delinquent; provided, however, that such assessments shall be fixed and levied only to provide for the payment of the authorized expenses of the Association and of taxes and assessments upon real or personal property owned, leased controlled or occupied by the Association, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Association for the health, safety, general benefit and welfare of its Members, in accordance with the provisions of the Declaration. Subject to any limitations imposed

by the Declaration and these Bylaws, the Board of Directors shall have the power and duty to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided, adequate funds for replacements as it shall deem to be necessary or advisable in the interest of the Association or welfare of its Members. The funds collected by the Board of Directors from the Members, attributable to replacement funds, for maintenance costs recurring less frequently than annually, and for capital improvements, shall at all times be held in trust for the Members and shall not be commingled with other assessments collected from the Members. Such Annual Assessments and Special Assessments shall be fixed in accordance with the provisions of these Bylaws and the Declaration. Should any Member fail to pay such assessments before delinquency, the Board of Directors in its discretion is authorized to enforce the payment of such delinquent assessments as provided herein and in the Declaration;

(d) The power and duty to enforce the Woodland Park Restrictions as defined in the Declaration;

(e) The power and duty to contract for and pay fire, casualty, errors and omissions, blanket liability, malicious mischief, vandalism, and other insurance, insuring the Members, the Association, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration, insuring, covering and protecting against such damages or injuries as the Board deems advisable (which may include without limitation, medical expenses of persons injured on the Property). The Board shall review, not less frequently than annually and in advance of expiration dates, all insurance policies and bonds obtained on behalf of the Association by the Board or by agents of the Association;

(f) The power and duty to contract and pay for repairs, maintenance, gardening, utilities, materials and supplies, and services relating to the Property and to employ personnel necessary for the operation of the Property and to keep in good order, condition and repair, all of the Common Properties and all items of personal property used in the enjoyment of the entire premises, including the power to contract and pay for legal and accounting services, and to contract for and pay for Improvements on the Common Properties;

(g) The power and duty to accept assignment of or enter into license and/or maintenance agreements with the City of Georgetown or other appropriate governmental authority to construct, maintain, repair and replace landscape improvements and irrigation systems within any public right-of-way crossing or abutting the Property;

(h) The power, but not the duty, to delegate its powers according to law;

(i) The power and the duty to grant and maintain easements where necessary for utilities, sewer facilities and other public purposes to serve the Property;

(j) The power and duty to adopt such rules and regulations ("Woodland Park Rules and Regulations") as the Board may consider necessary for the management of the Property, which Woodland Park rules shall become effective and binding after (1) they are adopted by a majority of the Board at a duly called meeting, and (2) they are either mailed or otherwise delivered to each

Member, and (3) they are posted in a conspicuous place on the Common Properties, or recorded. Such Rules and Regulations may address, without limitation, use of the Common Properties, signs, parking restrictions, minimum standards of property maintenance, and any other matter within the jurisdiction of the Association as provided in the Declaration; provided, however, that such Woodland Park Rules shall be enforceable only to the extent that they are consistent with the Declaration, the Articles of Incorporation and these Bylaws;

(k) The power and duty to keep, or cause to be kept, a complete record of all acts and corporate affairs of the Association and to present a statement thereof to the Members at the annual meeting of the Members and at any other time that such statement is requested by Members representing at least fifty percent (50%) of the total voting power of the Association;

(l) The power, but not the duty, to sell personal property of the Association; provided, however, that the prior vote or written approval of the Members entitled to cast at least a majority of the voting power of the Association must be obtained to sell, during any fiscal year, personal property of the Association;

(m) The irrevocable right of access to each Lot at reasonable hours as may be necessary for the maintenance, repair or replacement of any improvements to the Common Properties to prevent damage to the Common Properties;

(n) The irrevocable right of access to each Lot at any hour for the purpose of making emergency repairs necessary to prevent additional damage to the Common Properties;

(o) The power, but not the duty, to borrow funds in order to pay for any expenditure or outlay required pursuant to authority granted by the provisions of the Declaration and these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary. Such indebtedness shall be the several obligation of all of the Owners;

(p) The power and the duty to establish a bank account or accounts for the common treasury and for all separate funds which are required or may be considered advisable by the Board of Directors;

(q) The power and duty to make repairs, additions, alterations and improvements to the Common Properties consistent with managing the Project in a manner in keeping with the character and quality of the neighborhood in which it is located, and consistent with the best interests of the Lot Owners, the Declaration and these Bylaws;

(r) To protect and defend the entire Common Properties from loss and damage by suit or otherwise;

(s) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Lot Owners and any first mortgagee of a Lot, and to cause a complete review of the books and

accounts to be made by a competent, independent accountant, once each year. The Association shall cause to be prepared and delivered annually to each Owner a compilation statement showing all receipts, expenses or disbursements since the last such statement. Such financial statements shall be available to any first mortgagee of a Lot, on request, within ninety (90) days following the fiscal year end of the Association; and

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

Section 5. Manager. The Board of Directors may employ for the Association a professional independent contractor ("Manager") at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. Provided, however, that any management contract entered into with such Manager may not be entered into for a term exceeding three (3) years, provided further that any such management contract may be terminated by the Association with or without cause during the time of the same upon thirty (30) days' prior written notice.

Section 6. Removal. Any director may be removed either for cause or without cause at a special meeting of the Members called for that purpose. Removal shall be accomplished by the affirmative vote of a majority (based on vote) of the Owners' votes entitled to be cast and represented in person or by proxy at such meeting which are entitled to vote for the election of such director.

Section 7. Vacancy. A vacancy on the Board of Directors may be filled either (1) by appointment at any meeting of the Board of Directors by a majority of the directors then in office, though less than a quorum, or (2) by election at a special meeting of the Members called for that purpose. Each successor director shall be elected or appointed for the unexpired term of his predecessor in office and shall serve until his successor shall be elected and shall qualify. Any directorship to be filled by reason of any increase in the number of directors shall be filled by election at an annual meeting of the Members or at a special meeting of the Members called for that purpose. No action by the Board of Directors shall be invalid solely for the reason that there existed one or more vacancies on the Board of Directors at such time.

#### Section 8. Committees.

8.1. Executive Committee. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the business and affairs of the Association except where action of the Board of Directors is specifically delegated by the Texas Non-Profit Corporation Act or other applicable law, the Articles of Incorporation, or these Bylaws, but the designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by law. The executive committee shall keep regular minutes of its proceedings and report the same to the Board when required by the

Board. Actions by the Executive Committee shall be ratified by the Board of Directors within 90 days of said action.

8.2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated and appointed by a resolution adopted by a majority of the directors at a meeting at which a quorum is present, or by the President when authorized by a like resolution of the Board of Directors. Membership on such committees may, but need not be, limited to directors.

8.3. Compensation. Directors, as such, shall not receive any salary for their services, but, by resolution of the Board a fixed sum, plus expenses of attendance, if any, may be paid for attendance at each regular or special meeting of the Board. Nothing herein shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefore. Members of the executive committee may, by resolution of the Board of Directors, be allowed like compensation for attending committee meetings.

Section 10. Location of Meetings. The directors of the Association may hold regular or special meetings either within or without the State of Texas.

Section 11. Annual Meetings. The annual meeting of the Board of Directors shall be held without other notice than as provided in these Bylaws immediately after and at the same place as the annual meeting of the Members.

Section 12. Other Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

Section 13. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairman, the President, or any two directors. Notice of the call of a special meeting shall be in writing and delivered for transmission to each of the directors not later than during the third day immediately preceding the day for which such meeting is called. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his address as it appears in the records of the Association with postage thereon paid. Neither the business proposed to be transacted, nor the purpose of any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 14. Telephonic Conference. Subject to the provisions for notice required by these Bylaws and the Texas Nonprofit Corporation Act for notice of meetings, directors may participate in and hold a meeting by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other. Participation in the meeting shall constitute presence in person at the meeting, except when a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 15. Waiver of Notice. Notice of any special meeting may be waived in writing signed by the person or persons entitled to such notice. Such waiver may be executed at any time

before or after the holding of such meeting. Attendance of a director at a special meeting shall constitute a waiver of notice of such special meeting, except where a director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 16. Quorum. A majority of the number of directors then in office shall constitute a quorum for the transaction of business. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless otherwise specifically required by law or these Bylaws. If a quorum is not present at any meeting of directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum is present.

Section 17. Conduct of Meeting. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep the minutes of the meeting and record in a Minute Book of the Board of Directors such resolutions that are adopted by the Board of Directors and a record of all transactions occurring thereat. Robert's Rules of Order (latest edition) as modified by the Board of Directors shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or these Bylaws.

Section 18. Action Without Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or any executive committee, or other committee may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the members of the Board of Directors or executive committee then in office, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting, and may be stated as such in any document or instrument filed with the Secretary of State.

Section 19. Chairman. The Board of Directors, by resolution adopted by a majority of the members then in office, may elect one from among their number to serve as chairman and preside at meetings of the Board. The chairman shall serve at the will of the Board of Directors. In absence of such election, the President shall preside at meetings of the Board of Directors.

Section 20. Fidelity Bonds. The Board of Directors shall require adequate fidelity bonds for all officers, directors, and employees of the Association handling or responsible for Association funds. The premiums of such bonds shall constitute an expense payable from assessment revenues.

## ARTICLE 6

### OFFICERS

Section 1. Designation of Officers. The officers of the Association shall be elected by the directors and shall be a president, a vice-president, a secretary and a treasurer. The Board of Directors may also elect additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Any two or more offices may be held by the same person except that the offices of president and secretary shall not be held by the same person. The duties of the offices of Secretary and Treasurer shall be performed by a single individual and the title shall be "Secretary-Treasurer" unless the Board of Directors shall decide otherwise. No amendment of these Bylaws shall be required for the Board to elect a separate Secretary and Treasurer to perform the duties set out hereafter.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the Association to serve until the next election of officers. Each officer shall hold office until his successor has been elected and qualifies, or until the death, resignation, or removal of the officer.

Section 3. Appointment of Other Officers and Agents. The Board of Directors may appoint such other officers and agents as it deems necessary. Such officers and agents shall be appointed for such term not to exceed one year and shall exercise such powers and perform such duties as may be determined from time to time by the Board.

Section 4. Removal. Any officer or agent elected or appointed by the Board of Directors, or members of the executive committee, may be removed at any time either for cause or without cause by the affirmative vote of a majority of the whole Board of Directors. Such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create any contract right.

Section 5. Duties of President. The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Members and, in the absence of an elected chairman of the Board, at all meetings of the Board of Directors. The president shall present at each annual meeting of the Members and of the Board of Directors a report of the condition of the Association. The president shall cause to be called the regular and special meetings of the directors and the Members in accordance with these Bylaws. The president shall appoint and remove, employ and discharge and fix the compensation of all agents and employees of the Association other than himself, subject to the approval of the Board of Directors. The president shall sign and make contracts and agreements in the name of the Association. The president shall see that the books, reports, statements, and certificates required by law are properly kept. The president shall enforce these Bylaws and perform all of the duties normally incident to the position and office of the president.

Section 6. Duties of Vice-President. In the absence of the president or in the event of his inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated, or in the absence of any designation, in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the president. Each vice-president shall also have such

powers and perform such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

Section 7. Duties of Secretary. The secretary shall attend all meetings of the members and of the Board of Directors. The secretary shall keep a true and complete record of the proceedings, including all votes and resolutions presented at these meetings, in a book to be kept for that purpose. The secretary shall be custodian of the records and of the seal, if any, of the Association, and shall affix the same, if the Association so has a seal, to documents, the execution of which is duly authorized. The secretary shall give or cause to be given all notices required by law, the Declaration, the Restrictive Covenants or these Bylaws. The secretary shall also perform such other duties as may be prescribed by the Board of Directors or the President.

Section 8. Duties of Treasurer. The treasurer shall have the care and custody of and be responsible for the funds and properties of the Association and shall deposit such funds in the name of the Association in such depositories as the Board of Directors may from time to time designate. The treasurer shall sign, make and endorse in the name of the Association all checks, drafts, warrants, and orders for the payment of money and shall pay out and dispose of same and receipt therefore, under the direction of the president or the Board of Directors, unless such authority has been delegated to a management company acting on behalf of the Association. The treasurer shall disburse funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors is not necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors. The treasurer shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. The treasurer shall exhibit at reasonable times and upon reasonable request his books and records of account to any director or Member of the Association. The treasurer shall cause an annual review of the Association books to be made by a certified public accountant, or public accountant, at the completion of each fiscal year; and shall, with the Board of Directors, prepare an annual budget and a statement of income and expenditures to be presented to the Members at the annual meeting, and deliver a copy of each to the Members. The treasurer shall also render a statement of the condition of the financial affairs of the Association at each regular meeting of the Board of Directors and at such other times as he may be directed by the Board of Directors or by the president.

## ARTICLE 7

### **LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS**

#### Section 1. Indemnification.

##### 1.1. Definitions. For purposes of this Section 1:

(a) References to the Association shall include any domestic or foreign predecessor entity of the Association in a merger, consolidation or other transaction in which the liabilities of the predecessor are transferred to the Association by operation of law and in any other

transaction in which the Association assumes the liabilities of the predecessor but does not specifically exclude liabilities that are the subject matter of this Section.

(b) "Indemnitee" means (a) any present or former director, advisory director, or officer of the Association, (b) any person who, while serving in any of the capacities referred to in clause (a) hereof served at the Association's request as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, and (c) any person nominated or designated by (or pursuant to authority granted by) the Board of Directors or any committee thereof to serve in any of the capacities referred to in clauses (a) or (b) hereof.

(c) "Official Capacity" means (a) when used with respect to a director, the office of director of the Association, and (b) when used with respect to a person other than a director, the elective or appointive office of the association held by such person or the employment or agency relationship undertaken by such person at the request of or on behalf of the Association, but in each case does not include service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or any other enterprise.

(d) "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

1.2. Indemnification. The Association shall indemnify an Indemnitee who was, is, or is threatened to be named defendant, respondent or witness in a Proceeding by reason, in whole or in part, of such person serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Subparagraph 1.1(b) above, against any judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with the Proceeding if it is determined, in the manner described in Paragraph 1.3. below, that the person (1) conducted himself in good faith, (2) reasonably believed, in the case of conduct in his Official Capacity, that his conduct was in the Association's best interests, and in all other cases, that his conduct was at least not opposed to the Association's best interests, and (3) in the case of any criminal Proceeding, had no reasonable cause to believe his conduct was unlawful; provided, however, that if the person is found liable to the Association or is found liable on the basis that personal benefit was improperly received by him, the indemnification (i) shall be limited to reasonable expenses actually incurred by the person in connection with the Proceedings and (ii) shall not be made in respect of any Proceeding in which the person shall have been found liable for willful or intentional misconduct in the performance of his duty to the Association. The termination of a Proceeding by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent is not of itself determinative that the person did not meet the requirements for indemnification set forth above. A person shall be deemed to have been found liable in respect of any claim, use or matter only after the person shall have been so adjudged by a court of competent jurisdiction. Notwithstanding any other provision of this Section, the Association shall pay or reimburse expenses incurred by an Indemnitee in connection with his appearance as a witness or other participant in a Proceeding at a time when he is not a named defendant or

respondent in the Proceeding. Reasonable expenses shall include, without limitation, all court costs and all fees and disbursements of attorneys for the Indemnitee.

1.3. Determinations. The determination required in Paragraph 1.2. above that an Indemnitee has satisfied the prescribed conduct and belief standards must be made (1) by a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the Proceeding, (2) if such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the Proceeding, (3) by special legal counsel selected by the Board of Directors or a committee of the Board by vote as set forth in clause (1) or (2) of this sentence, or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors, or (4) by the Members in a vote that excludes the vote of the directors who are named defendants or respondents in the Proceeding. The determination as to reasonableness of expenses must be made in the same manner as the determination that the person has satisfied the prescribed conduct and belief standards, except that if the determination that the person has satisfied the prescribed conduct and belief standards is made by special legal counsel, the determination as to reasonableness of expenses must be made by the Board of Directors or a committee of the Board by vote as set forth in clause (1) or (2) of the immediately preceding sentence or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors.

1.4. Advancement of Expenses. Reasonable expenses incurred by an Indemnitee who was, is or is threatened to be made a named defendant or respondent in a Proceeding shall be paid or reimbursed by the Association, in advance of the final disposition of the Proceeding and without any of the determinations specified in Paragraph 1.3. above, after the Association receives a written affirmation by the Indemnitee of his good faith belief that he has met the standard of conduct necessary for indemnification under Paragraph 1.2. above and a written undertaking by or on behalf of such director to repay the amount paid or reimbursed if it is ultimately determined that he has not met those requirements. The written undertaking described in the immediately preceding sentence to repay the amount paid or reimbursed to him by the Association must be an unlimited general obligation of the Indemnitee but need not be secured, and it may be accepted without reference to financial ability to make repayment.

1.5. Insurance and Other Indemnification. The Association may purchase and maintain insurance or establish and maintain another arrangement on behalf of any Indemnitee against or in respect of any liability asserted against him and incurred by him, both as to action in his Official Capacity and as to action in any other capacity, whether or not the Association would have the power to indemnify him against that liability under these Bylaw or by statute. If the insurance or other arrangements is with a person or entity that is not regularly engaged in the business of providing insurance coverage, the insurance or arrangement may provide for payment of a liability with respect to which the Association would not have the power to indemnify the person only if including coverage for the additional liability has been approved by the shareholders of the Association. Without limiting the power of the Association to purchase, procure, establish or maintain any kind of insurance or other arrangement, the Association may, for the benefit of Indemnities, (1) create a trust

fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (4) established a letter of credit, guaranty or surety arrangement. The insurance or other arrangement may be purchased, procured, maintained or established within the Association or with any insurer or other person deemed appropriate by the Board of Directors regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or part by the Association. In the absence of fraud, the judgment of the Board of Directors as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement shall be conclusive, and the insurance or arrangement shall not be voidable and shall not subject the directors approving the insurance or arrangement to liability, on any ground, regardless of whether directors participating in the approval are beneficiaries of the insurance or arrangement.

1.6. Report to Members. Any indemnification of or advancement of expenses to an Indemnitee in accordance with this Section or the provisions of any statute shall be reported in writing to the Members with or before the notice or waiver of notice of the next Members' meeting or with or before the next submission to Members of a consent to action without a meeting and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

1.7. Entitlement. The indemnification provided by this Section shall (1) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Association's Articles of Incorporation, any law, agreement or vote of Members or disinterested directors, or otherwise (2) continue as to a person who has ceased to be in the capacity by reason of which he was an Indemnitee with respect to matters arising during the period he was in such capacity, and (3) inure to the benefit of the heirs, executors and administrators of such a person.

1.8. Severability. The provisions of this Section are intended to comply with Article 1396-2.22A of the Texas Nonprofit Corporation Act. To the extent that any provision of this Section authorizes or requires indemnification or the advancement of expenses contrary to such statutes or the Articles of Incorporation, the Association's power to indemnify or advance expenses under such provision shall be limited to that permitted by such statutes and the Articles of Incorporation and any limitation required by such statutes or the Articles of Incorporation shall not affect the validity of any other provision of this Section.

1.9. Effect of Amendment. No amendment, modification or repeal of this Section or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitees to be indemnified by the Association, nor the obligation of the Association to indemnify any such Indemnitees, under and in accordance with the provisions of this Section as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

1.10. Statutory Changes. In the event the indemnification provided by this Section is more restrictive than the provisions of indemnification allowed by Article 1396-2.22A of the Texas Non-

Profit Corporation Act, then those persons seeking indemnification shall be indemnified to the full extent permitted by Article 1396-2.22A of the Texas Non-Profit Corporation Act as it may exist from time to time.

Section 2. Interested Directors and Officers.

2.1. If paragraph 2.2. below is satisfied, no contract or transaction between the Association and any of its directors or officers (or any other corporation, partnership, association or other organization in which any of them directly or indirectly have a financial interest) shall be void or voidable solely because of this relationship or because of the presence or participation of such director or officer at the meeting of the Board or committee authorizing such contract or transaction, or because such person's votes are counted for such purpose.

2.2. Paragraph 2.1. above will apply only if:

(a) The contract or transaction is fair to the Association as of the time it is authorized or ratified by the Board of Directors, a committee of the Board, or the Members; or,

(b) The material facts as to the relationship or interest of each such director or officer as to the contract or transaction are known or disclosed: (i) to the Members entitled to vote thereon and they nevertheless in good faith authorize or ratify the contract or transaction by a majority vote of the Members present; or (ii) to the Board of Directors and it nevertheless in good faith authorizes or ratifies the contract or transaction by a majority of the disinterested directors present, each such interested director to be counted in determining whether a quorum is present but not in calculating the majority necessary to carry the vote.

2.3. The provisions contained in paragraphs 2.1. and 2.2. above may not be construed to invalidate a contract or transaction which would be valid in the absence of such provisions.

**ARTICLE 8**

**COMMON EXPENSES AND ASSESSMENTS**

Section 1. Determination of Common Expenses and Assessments.

1.1. Fiscal Year. The fiscal year of the Association shall coincide with each calendar year, unless otherwise designated by the Board of Directors.

1.2. Preparation and Approval of Budget. At least thirty (30) days before the end of each fiscal year the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount which it considers necessary to pay the cost of common utility services (i.e., water and sewer, gas, and electricity), electrical services, maintenance, management, operation, repair and replacement of improvements to the Common Properties, and personal property owned by the Association (except in the case of fire loss), and the cost of wages, materials, insurance

premiums, services, supplies and any other expenses that may be declared to be Common Expenses by these Bylaws, the Declaration or a resolution of the Board of Directors or Members, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Common Properties and the personal property owned by the Association, and the rendering to the Owners of all related services, such costs and expenses being referred to herein as the "Common Expenses". The budget may also include:

1.2.1. The cost of the maintenance or repair of any Lot or improvement thereon in the event such maintenance or repair is reasonably necessary, in the discretion of the Board of Directors, (i) because of the excessive use or damage caused by willful or negligent acts by a Lot Owner or his guests, invitees, licensees, agents employees or patrons, (ii) to protect the Common Properties, (iii) to preserve the appearance or value of the Property or, (iv) to protect the interest of the general welfare of all Owners; provided, however, that no such special maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the Owner of the Lots proposed to be maintained and provided further that the cost thereof shall be assessed against the Lots on which such maintenance or repair is performed; and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Owner of said Lots, at which time the assessment shall become due and payable and shall be a continuing lien and obligation of said Owner in all respects as provided in the Declaration; and

1.2.2. Any amount necessary to discharge any lien or encumbrance levied against the Property or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against the Association or any portion thereof.

1.3. Accounts. The Board shall establish no fewer than two (2) separate accounts (the "Maintenance Funds") into which shall be deposited all monies paid to the Association, and from which disbursement shall be made, as provided herein, in the performance of functions by the Association under the Declaration or these Bylaws. Each of the Maintenance Funds shall be established as separate trust savings or trust checking accounts at a federally insured banking or lending institution. The Maintenance Funds shall include: (1) an Operating Fund for current expenses of the Association, and (2) a Capital Reserve Fund for replacements and repairs of the Common Properties and other improvements within the Property to the extent necessary under the provisions of the Declaration and these Bylaws. The Board shall not commingle any amounts deposited into any of the Maintenance Funds.

All amounts deposited into the Operating Fund and the Capital Reserve Fund must be used solely for the common benefit of all of the Owners for purposes authorized by the Declaration and these Bylaws as they may be amended from time to time. Disbursements for the Capital Contribution Fund shall be made by the Board only for the respective purposes specified in this Article VIII, the Declaration and/or Restrictive Covenants. Disbursements from the Operating Fund shall be made by the Board for such purposes as are necessary for the discharge of its responsibilities herein and under the said Declaration and Restrictive Covenants for the common benefit of all the Lot Owners, other than those purposes for which disbursements from the Capital Contribution Fund are to be used. No provision contained herein shall limit, preclude or impair the establishment of

other funds by the Association earmarked for specified purposes authorized by the Declaration and these Bylaws.

1.4. Notice of Budget. The Board of Directors shall send to each Lot Owner a copy of the budget, in a reasonable itemized form which sets forth the amount of the Common Expenses payable by each Lot Owner, at least thirty (30) days prior to the beginning of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Lot Owner's contribution for the Common Expenses of the Association.

1.5. Payment of Assessments. The payment and collection of the assessment made pursuant to the foregoing provisions shall be in accordance with the terms providing for the payment and collection of assessments in these Bylaws and in the Declaration including without limitation the right reserved to the Board to recover reasonable attorneys' fees, interests and costs.

1.6. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of the Lot Owner's obligation to pay his allocable share of the assessments as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Lot Owner shall continue to pay the assessment at the then existing rate established for the previous fiscal period until the new annual or adjusted budget shall have been mailed or delivered.

1.7. Capital Reserve Fund. The Board of Directors shall build up and maintain reasonable capital contributions for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against Capital Contribution Funds. If the Capital Contribution Funds are inadequate for any reason including non-payment of any Lot Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Lot Owners equally, and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment of all Lot Owners by a settlement in writing giving the amount and reason therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment. The payment and collection of the assessment made pursuant to the foregoing provisions shall be in accordance with the terms providing for payment and collection of assessments in these Bylaws and in the Declaration, including without limitations, the right reserved to the Board to accelerate payments of assessments and the right to recovery of reasonable attorneys' fees, interest and costs.

Section 2. Collection of Assessment. The Board of Directors may take prompt action to collect any assessments due from an Owner which remain unpaid for more than thirty (30) days from the date due for payment thereof.

Section 3. Delinquency and Acceleration. Any installment of an assessment provided for in these Bylaws shall become delinquent if not paid on the due date as established by the Board of Directors of the Association, pursuant to the provisions hereof or pursuant to the Declaration. With

respect to each installment of an assessment not paid within thirty (30) days after its due date, the Board of Directors may, at its election, require the delinquent Lot Owner to pay a reasonable late charge, together with interest at the maximum rate permitted by law on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Annual Assessment is not paid within thirty (30) days after its due date, the Board may mail a notice, by certified mail return receipt requested, to the Lot Owner and to each First Mortgagee of a Lot which has requested a copy of the notice. Such notice shall specify, in addition to any information required to be provided under the Declaration, (1) the fact that the assessment is delinquent; (2) the action required to cure the default; (3) a date, not less than thirty (30) days from the date the notice is mailed to the Lot Owner, by which such default must be cured; and (4) that failure to cure the default on or before the date specified in the notice may result in foreclosure by the Association against the Lot. If the delinquent installments of the assessments of whatever nature, and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the Annual Assessment for the then current fiscal year, attributable to that Lot Owner and his or its Lot(s) to be immediately due and payable without further demand and may enforce the collection of the full Annual Assessment and any other assessments and all charges thereon in any manner authorized by law, these Bylaws and the Declaration.

## **ARTICLE 9**

### **JOINT OWNERSHIP**

Membership may be held in the name of more than one person, corporation or other entity. In the event ownership is in more than one person, corporation or other entity, all of the Co-owners shall be entitled collectively to only the vote in the management of the affairs of the Association as set forth in the Articles of Incorporation, in the Declaration, and these Bylaws, and said vote may not be divided between Co-owners.

## **ARTICLE 10**

### **OBLIGATION OF MEMBERS**

In addition to other obligations and duties set out in the Declaration and these Bylaws every Lot Owner shall:

- (a) Pay all assessments levied by the Association as due and as provided in the Declaration.
- (b) Maintain, repair and replace, at his own cost and expense all portions of his Lot and improvements thereon requiring maintenance, repair, or replacement, as set forth in the Declaration and in the Restrictive Covenant instrument applicable to his or her section or phase of the subdivision, and subject to the right of the Architectural Review Committee to approve or disapprove alterations.

- (c) Conform to and abide by the Woodland Park Restrictions in regard to the use of his Lot, any improvements thereon, and the Common Properties which may be adopted in writing from time to time by the Board of Directors and the Association.

## ARTICLE 11

### NOTICE OF HEARING PROCEDURE

Section 1. Suspension of Privileges. In the event of an alleged violation of the Declaration, these Bylaws or any other Rules and Regulations of the Association, and after written notice of such alleged failure is delivered (in the manner prescribed in Section 2 of Article 11 hereof) to the Lot Owner or any agent of the Lot Owner (the "Respondent") alleged to be in default, the Board shall have the right, after affording the Respondent an opportunity for an appropriate hearing as hereinafter provided, and upon an affirmative vote of a majority of all directors on the Board, to take any one or more of the following actions: (1) levy a special assessment if so provided in the Declaration and these Bylaws; (2) suspend or condition the right of said Lot Owner to use any facilities owned, operated or maintained by the Association; (3) suspend said Lot Owner's voting privileges in the Association as a Lot Owner, as further provided in the Declaration and these Bylaws; or (4) record a notice of noncompliance encumbering the Lots and/or residence of the Respondent. Any such suspension shall be for a period of not more than thirty (30) days for any non-continuing infraction, but in the case of a continuing infraction (including nonpayment of any assessment after the same becomes delinquent) suspension may be imposed for so long as the violation continues. No action against a Lot Owner arising from the alleged violation shall take effect prior to the expiration of (a) fifteen (15) days after the Lot Owner's receipt of the complaint pursuant to Section 2, and (b) five (5) days after the hearing required herein. The failure of the Board to enforce any Rules and Regulations of the Association, these Bylaws or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws, the Declaration, the Restrictive Covenants and the Articles of Incorporation shall be cumulative and none shall be exclusive. However, any individual Lot Owner must exhaust all available internal remedies of the Association prescribed by these Bylaws, or by the Woodland Park Rules, provided, however, that the foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board or to any Lot Owner where the complaint alleges nonpayment of assessments.

Section 2. Written Complaint. A hearing to determine whether a right or privilege of the Respondent under the Declaration or these Bylaws should be suspended or conditioned, or whether a special assessment should be levied, shall be initiated by the filing of a written complaint by any Lot Owner or by any officer or member of the Board of Directors with the President of the Association or other presiding members of the Board. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged, and a reference to the specific provisions of the Declaration, these Bylaws or the Woodland Park Rules which the Respondent is alleged to have violated. A copy of the complaint shall be delivered by the Association to the Respondent in accordance with the notice procedures set forth in these Bylaws together with a statement which shall be substantially in the following form:

"Unless a written request for a hearing signed by or on behalf of the person named as "Respondent" in the accompanying complaint is delivered or mailed to the Board of Directors within fifteen (15) days after the complaint was delivered to you, the Board of Directors may proceed upon the complaint without a hearing, and you will have thus waived your right to a hearing. The request for a hearing may be made by delivering or mailing the enclosed form entitled "Notice of Defense" to the Board of Directors at the following address or at such other address as the Board may determine from time to time:

3613 Williams Drive, Suite 201  
Georgetown, Texas 78628

You may, but need not, be represented by counsel at any or all stages of these proceedings. If you desire the names and addresses of witnesses or an opportunity to inspect any relevant writings or items on file in connection with this matter in the possession, custody or control of the Board of Directors, you may contact the Board at the following address or at such other address as the Board may determine from time to time:

3613 Williams Drive, Suite 201  
Georgetown, Texas 78628

The Respondent shall be entitled to a hearing on the merits of the matter if the Notice of Defense is timely filed with the Board. The Respondent may file a separate statement by way of mitigation, even if he does not file a Notice of Defense.

Section 3. Notice of Hearing. If the Notice of Defense is timely filed, the Board shall deliver in the manner prescribed by the notice procedures set forth in these Bylaws a notice of hearing, on all interested parties at least ten (10) days prior to the hearing, if such hearing is requested by Respondent. The hearing shall be held no sooner than thirty (30) days, but not later than ninety (90) days after the complaint is mailed or delivered to the Respondent as provided in Section 2, above. The notice to the Respondent shall be substantially in the following form, but may include other information:

"You are hereby notified that a hearing will be held before the Board of Directors of the \_\_\_\_\_, at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ at the hour of \_\_\_\_\_ upon the charges made in the complaint served upon you. You may be present at the hearing, may but need not be represented by counsel, may present any relevant evidence, and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to request the attendance of witnesses and the production of books, documents or other items by applying to the Board of Directors."

Section 4. Hearing. If the Notice of Defense is timely filed, the hearing shall be held before the Board in executive session on the date specified in the notice of hearing delivered to the

Respondent. If the Notice of Defense is not timely filed, the Respondent's right to a hearing shall be waived and the Board, in executive session, may proceed upon the complaint without a hearing. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director or other person who mailed or delivered such notice. The notice requirement shall be considered satisfied if the Respondent appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

## ARTICLE 12

### MISCELLANEOUS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Funds. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Checks. All checks or demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 5. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

Section 6. Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors, and committees having any authority of the Board of Directors, and shall keep at the registered or principal office all books and records of the Association for inspection by any director or his agent or attorney for any proper purpose at any reasonable time.

Section 7. Inspection of Books. Any person who is a Lot Owner, upon written demand stating the purpose thereof, shall have the right to examine, in person or by agent or attorney, at any reasonable time or times, for any proper purpose, the books and records of account, minutes and records of the Members of the Association. Such person shall have the right to make extracts therefrom.

Section 8. Financial Records.

8.1. Records. The Association shall maintain current true and accurate financial records with full and correct entries made with respect to all financial transactions of the Association, including all income and expenditures, in accordance with generally accepted accounting practices.

8.2. Annual Reports. Based on these records, the Board of Directors shall annually prepare or approve a report of the financial activity of the Association for the preceding year. The report must conform to accounting standards as promulgated by the American Institute of Certified Public Accountants and must include a statement of support, revenue, and expenses and changes in fund balances, a statement of functional expenses, and balance sheets for all funds.

8.3. Location of Financial Records and Reports. All records, books, and annual reports of the financial activity of the Association shall be kept at the registered office or principal office of the Association in this state for at least three years after the closing of each fiscal year and shall be available to all Lot Owners and their First Mortgagees for inspection and copying there during normal business hours. The Association may charge for the reasonable expense of preparing a copy of a record or report.

Section 9. Notices. All notices, demands, bills, statement or other communications under these Bylaws shall be in writing and shall be considered to have been duly given if delivered personally or if sent by U. S. first class, prepaid mail unless required to be sent by other methods in the Declaration or these Bylaws.

9.1. Owner. Notice to a Lot Owner, shall be sent to the address which the Lot Owner has designated in writing and filed with the Secretary, or if no such address is designated, at the address of the residence of such Lot Owner; or

9.2. Association. Notice to the Association, the Board of Directors, or the Manager, if any, shall be sent for principal office of one of them, or at such other address as shall be designated by the notice in writing to the Lot Owners pursuant to this Section.

Section 10. Invalidity. The invalidity of any part of these By laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 11. Corporate Seal. The Board of Directors may provide a seal of the Association, which seal shall include the full name of the Association.

**ARTICLE 13**

**AMENDMENTS**

Section 1. Power to Amend. These Bylaws may be altered, amended, or repealed at any meeting of the Members at which a quorum is present, by the affirmative vote of a majority of the Members present at such meeting, provided notice of the proposed alteration, amendment, or repeal be contained in the notice of such meeting. Provided, however, during such period as Declarant owns any Lot, the affirmative vote of Declarant shall be required to effect any such amendment. Any amendment to these Bylaws which would conflict with the provisions of the Articles of Incorporation, the Declaration or other applicable restrictive covenants shall be ineffective unless and until the appropriate provisions of the Articles of Incorporation, the Declaration or other applicable restrictive covenants, whether one or more, as the case may be, are so amended in accordance with their respective amendment procedures.

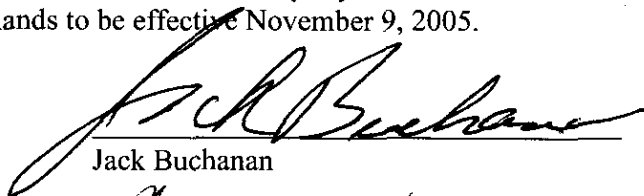
Section 2. Declarant reserves the right during the Declarant Control Period as defined in the Declaration, without joinder or consent of any Lot Owner or Mortgagee, to amend these Bylaws for the purpose of resolving or clarifying any conflicts or ambiguities herein or any conflicts among these Bylaws and the Declaration, the applicable restrictive covenants and the Articles of Incorporation, or correcting any inadvertent misstatement, errors or omissions herein, or to comply with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veteran's Administration or the Federal Housing Administration, provided that no such amendment shall change the vested property rights of any Lot Owner.

**ARTICLE 14**


**CONFLICT**

In the case of a conflict between the Articles of Incorporation and the Bylaws, the Articles shall control and in case of conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, we the Directors of the Property Owners' Association For Woodland Park, Inc. have hereto set our hands to be effective November 9, 2005.

  
\_\_\_\_\_  
Jack Buchanan

Philip <sup>W</sup>   
\_\_\_\_\_  
Phillip M. Newman

  
\_\_\_\_\_  
David Marshall


CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the Secretary of the Property Owners Association For Woodland Park, Inc., a Texas non-profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted by the Board of Directors by Unanimous Written Consent effective November 9, 2005.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 31<sup>st</sup> day of January, 2006.

   
Secretary

**EXHIBIT A**

**UNANIMOUS WRITTEN CONSENT OF DIRECTORS  
IN LIEU OF ORGANIZATIONAL MEETING OF  
THE HOMEOWNERS ASSOCIATION FOR WOODLAND PARK OF  
GEORGETOWN, INC.**

Article 1396-9.10 of the Texas Non-Profit Corporation Act provides that unless otherwise restricted by the Articles of Incorporation or Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting of the Board of Directors if a consent, in writing, setting forth the action so taken is signed by all the members of the Board of Directors. Accordingly, pursuant to such statutory authority, the undersigned, being all the members of the Board of Directors of THE HOMEOWNERS ASSOCIATION FOR WOODLAND PARK OF GEORGETOWN, INC. (the "Association"), hereby consent to the adoption of the following resolutions by consent of the Board of Directors as of the effective date of this unanimous consent.

**ARTICLES**

The Articles of Incorporation of the Association were filed with the Secretary of State on January 25, 2006. Thereupon, a duplicate original of the Articles of Incorporation and the Certificate of Incorporation from the Secretary of State were presented to the Board and on motion duly made, seconded, and unanimously carried, it was:

RESOLVED, that the duplicate original of the Articles of Incorporation and the Certificate of Incorporation be attached hereto and inserted in the minute book of the Association.

**CORPORATE RECORDS**

RESOLVED, that the Association shall maintain, as part of its corporate record, a minute book that shall include, but shall not be limited to, a record of the Association's Articles of Incorporation and amendments thereto, its Bylaws and amendments thereto, minutes of all meetings of its directors, and minutes of all meetings of its Members; the time and place of the meeting, whether the meeting was regular or special, and, if special, how the meeting was authorized, the notice given, the names of those present at Director's meetings, the number of Members present or represented at Member's meetings, and the proceedings at the meetings;

RESOLVED FURTHER, that the Secretary of the Association is directed to procure such minute book and such other books and records as may be required by the Association.

**BYLAWS**

RESOLVED, that the Bylaws attached to these minutes are adopted as the Bylaws of this Association, and that the Secretary of the Association is ordered to certify a copy of those Bylaws, insert them in the minute book of the Association, and maintain them in the principal office of the Association for the transaction of its business, open for inspection by the Members at all reasonable times during office hours.

**EXHIBIT A**

**OFFICERS**

RESOLVED, that the following persons are elected as officers of this corporation to the offices set forth opposite their respective names, and that these officers shall serve until their successors are duly elected and qualified:

<u>NAME</u>	<u>OFFICE</u>
<i>Philip</i> <sup>M</sup> Phillip M. Newman	President
David Marshall	Vice-President
Jack Buchanan	Secretary
Jack Buchanan	Treasurer

The newly elected officers, being present, accepted their offices.

**MANAGEMENT CONTRACT**

RESOLVED, that the management contract with Plateau Property Management Corporation ("Manager") is hereby approved and a copy of this contract shall be inserted into the minute book of the Association.

**COMPENSATION OF OFFICERS AND DIRECTORS**

RESOLVED, that the Directors of the Association shall serve without compensation other than reimbursement for reasonable expenses incurred in attending meetings and performing duties as Directors.

**BANK ACCOUNT**

The Directors then discussed the management of the fiscal affairs of the Association, and on motion duly made, seconded, and unanimously carried, it was:

RESOLVED, that the Association or the Manager shall select a bank regulated by the State of Texas or the United States, under the rules and regulations as prescribed by said banks, hereinafter called the "Bank," as a depository of funds of this corporation, and that two (2) accounts, an Operating Fund checking account and a Capital Contribution Fund checking/savings account, be established and maintained by and in the name of this Association at the Bank, on and subject to any terms and conditions that the President and Secretary of the Association may from time to time agree on with the Bank; and

RESOLVED FURTHER, that all checks, drafts, and other instruments for the payment of money drawn or accepted by this Association for payment from that account or at that office of the Bank be signed on behalf of the Association by the President, Vice-President, Treasurer, or by Rosalyn Peterson on behalf of Plateau Property Management Corporation, Manager.

RESOLVED FURTHER, that all checks, drafts, and other instruments for the payment of money, endorsed on behalf of this Association for deposit with or collection by the Bank, may be so endorsed in

**EXHIBIT A**

the name of the Association by written or stamped endorsement, without designation or signature of the person making that endorsement; and

RESOLVED FURTHER, that the Secretary of the Association is hereby authorized and directed to certify to the Bank that these resolutions have been duly adopted, and are in conformity with the Articles of Incorporation and Bylaws of the Association, to verify to the Bank the names and specimen signatures of the present officers and Manager of the Association authorized to sign on such account, and if and when any new officers are elected, to verify the fact of that change and the name and specimen signature of each new officer; and

RESOLVED FURTHER, that the Bank is requested and authorized to honor, receive, certify, or pay any instrument signed or endorsed in accordance with these resolutions, including any instruments drawn or endorsed to the personal order of, or presented for negotiation by, any officer signing or endorsing it; and

RESOLVED FURTHER, that these resolutions and each certification herein provided for shall remain in full force and effect, and the Bank is authorized and requested to rely and act thereon until it receives at its office to which the certified copy of these resolutions is delivered, either a certified copy of a further resolution of the Board of Directors amending or rescinding these resolutions or a further certification of the names and signatures of the officers or Manager authorized to sign on such account.

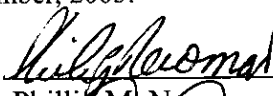
**ASSESSMENTS AND FEES**

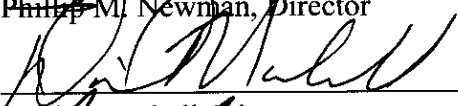
RESOLVED, FURTHER, the annual assessment for 2006 shall be \$200.00 per Lot; and the Manager is authorized to charge a Transfer Fee of \$75.00, a Resale Certificate Fee of \$50.00, and a Refinance Report Fee of \$35.00.

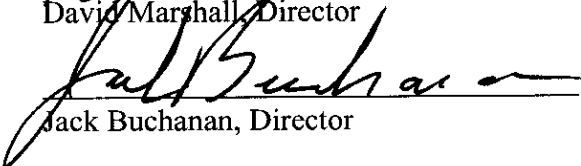
**ATTORNEY'S FEES AND SERVICES**

RESOLVED, that the Law Offices Of Glenn K. Weichert, P.C. is hereby authorized to perform such legal services as may be requested from time to time by a Director, Officer or Manager of the Association.

IN WITNESS whereof, this Unanimous Written Consent of Directors of THE HOMEOWNERS ASSOCIATION FOR WOODLAND PARK OF GEORGETOWN, INC. is executed in one or more counterparts, to be effective as of the 9th day of November, 2005.

*Philip*   
\_\_\_\_\_  
Phillip M. Newman, Director

  
\_\_\_\_\_  
David Marshall, Director

  
\_\_\_\_\_  
Jack Buchanan, Director

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS 2006008627**

*Nancy E. Rister*

02/03/2006 01:34 PM

CARRILLO \$132.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

*Landmark Title*

TW



**FIRST AMENDMENT AND RESTATEMENT  
WOODLAND PARK WEST MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

This First Amendment and Restatement of Woodland Park West Master Declaration of Covenants, Conditions and Restrictions is made effective as of the 1st day of November, 2005.

WHEREAS, JJSM Development, Inc., a Texas corporation, hereinafter called the Declarant, proposes to develop and subdivide the Property (hereinafter defined) for residential and other purposes more particularly described herein; and the Declarant desires that the Property, or any portion thereof, be conveyed subject to certain protective covenants, conditions, restrictions, liens and charges hereinafter set forth; and Declarant desires to create and carry out a uniform plan for the improvements, development and sale of the Property for the benefit of the present and future owners of the Property; and

WHEREAS, Declarant has previously established and filed of record that certain document entitled "Declaration of Covenants, Conditions and Restrictions for Woodland Park West, Phase I" of record as Document No, 2005035142, in the Official Public Records of Williamson County, Texas (the "Declaration"); and

WHEREAS, pursuant to Declarant's power of amendment as provided in the Declaration, Declarant desires to amend and restate the Original Declaration;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Declaration is hereby amended and restated by this First Amendment And Restatement Of the Woodland Park West Master Declaration of Covenants, Conditions and Restrictions (hereinafter the "Master Declaration") and it is hereby declared (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

**ARTICLE I  
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

1.1. Architectural Review Committee. "Architectural Review Committee" or "ARC" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property.

1.2 Articles. "Articles" shall mean the Articles of Incorporation for the Homeowners' Association for Woodland Park West, Inc., a Texas non-profit corporation, as from time to time amended.

1.3 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.

1.4 Association. "Association" shall mean and refer to the Homeowners Association for Woodland Park West, Inc., a Texas non-profit corporation, its successors and assigns.

1.5 City. "City" shall mean the City of Georgetown, in Williamson County, Texas.

1.6 Board. "Board" shall mean the Board of Directors of the Association.

1.7 Bylaws. "Bylaws" shall mean the Bylaws of the Association adopted by the Board, and as from time to time amended.

1.8 Common Properties. "Common Properties" shall mean that portion of the Property owned by the Association for the common use and enjoyment of the Members of the Association including, but not limited to all parks, recreational facilities, community facilities, pumps, landscaping, sprinkler systems, pavement, streets (to the extent not owned by appropriate governmental authorities), walkways, parking lots, pipes, wires, conduits and other public utility lines situated thereon (to the extent not owned by appropriate governmental authorities or by local utility companies). The Common Properties to be owned by the Association shall include (i) those areas of land shown on any recorded plat or its equivalent of the Property or any portion thereof filed or approved by Declarant and identified thereon as "Open Space", (ii) the unpaved and landscaped areas of the right of way through the Property and other streets within the Property and (iii) those areas of land deeded to the Association by Declarant or with the consent of the Declarant.

1.9 Declarant. "Declarant" shall mean JJSM Development, Inc., a Texas corporation, its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of Declarant must be expressly set forth in writing, and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.10 Greenbelt or Amenity Area. "Greenbelt" or "Amenity Area" shall mean all areas designated by Declarant to be held as open space or for passive or active recreational purposes for the benefit of all Owners.

1.11 Homebuilder. "Homebuilder" shall mean any homebuilder designated as such by Declarant who builds single family residences on Lots for sale to resident owners.

1.12 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind located on the Property, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, trash enclosures, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks,

reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities

1.13 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a Plat of the Property, together with all Improvements located thereon.

1.14 Master Declaration. "Master Declaration" or "Declaration" shall mean this instrument, and as it may be amended from time to time.

1.15 Member. "Member" or "Members" shall mean any person, persons, entity, or entities holding membership rights in the Association.

1.16 Mortgage. "Mortgage" shall mean any mortgage or deed of trust covering all or any portion of the Property given to secure the payment of a debt.

1.17 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

1.18 Owner. "Owner" or "Owners" shall mean and refer to a person or persons, entity or entities, including Declarant, holding a fee simple interest in all or any portion of the Property, but shall not include a Mortgagee.

1.19 Person. "Person" or "Persons" shall mean any individual, individuals, entity or entities having the legal right to hold title to real property.

1.20 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, signage, lighting, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, all other documentation or information relevant to such improvement.

1.21 Plat. "Plat" shall mean a final subdivision plat of the Property which has been recorded in the Official Public Records of Williamson County, Texas.

1.22 Property. "Property" shall mean the real property which is subject to the terms of this Declaration initially described as Woodland Park West, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet AA, Slides 57, 58 and 59 Plat Records of Williamson County, Texas and such additional real property as may hereafter be added pursuant to Article II, of this Declaration.

1.23 Restrictions. "Restrictions" shall mean, collectively, (i) this Master Declaration, together with any and all Supplemental Declarations, as the same may be amended from time to

time, (ii) the Rules, and (iii) the Articles and Bylaws from time to time in effect, as the same may be amended from time to time.

1.24 Rules. "Rules" shall mean the rules and regulations, if any, adopted by the Board as the same may be amended from time to time.

1.25 Subassociation. "Subassociation" shall mean any non-profit Texas corporation or unincorporated association organized and established by Declarant or with Declarant's approval, pursuant to or in connection with a Supplemental Declaration.

1.26 Supplemental Declaration. "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded hereafter in order (i) to add land to the Property, (ii) to subject any area of the Property to further covenants, conditions or restrictions or (iii) to withdraw land from the Property.

## ARTICLE II ADDITIONS TO THE PROPERTY

2.1 Staged Subdivision. The Declarant, its successors and assigns, shall have the right at any time prior to December 31, 2020, to bring within the scheme of this Declaration additional properties. As additional properties are annexed hereto, Declarant shall, with respect to said properties, record Supplemental Declarations which will incorporate this Master Declaration herein by reference, and which may supplement or modify this Declaration with such additional covenants, restrictions and conditions which may be appropriate for those properties.

2.2 Merger or Consolidation. Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration pertaining to the Property except as hereinafter provided.

## ARTICLE III GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

3.1 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Review Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot

and convey an easement or other interest less than the whole, all without the approval of the Architectural Review Committee.

3.2 Antennae, Satellite Dishes and Solar Collectors. Except with the written permission of the ARC or as provided herein, no Owner may erect or maintain (a) any direct broadcast satellite ("DBS") antenna greater than one meter (39 inches) in diameter, or (b) any multi-channel multipoint distribution service (wireless cable) ("MMDS") antenna greater than one meter (39 inches) in diameter; provided, however, such DBS or MMDS antenna being less than one meter in diameter may be placed in the least conspicuous location on a Lot where an acceptable quality signal can be received as long as such DBS or MMDS antenna is screened from view (for aesthetic reasons) of any street, alley, park, Common Area or other public area, unless otherwise approved in writing by the ARC. The installation of any other antenna structure, such as a television broadcast service ("TVBS") antenna, will be mounted in the attic of a residential structure unless written permission is given by the ARC to place such antenna structure in another location. Except with the written permission of the ARC, no solar collector panels may be placed on or around the residential structure.

3.3 Signs. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any fence or other Improvement upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven in the Property or the subdivision or carried by any person or by any other means displayed within the Property or the subdivision except the following:

- (a) For Sale Signs. An Owner may erect one (1) sign not exceeding 2 feet by 3 feet in area, fastened only to a stake in the ground and extending not more than 3 feet above the surface of the ground advertising the property for sale or for lease.
- (b) Declarant/Builder Signs. Signs or billboards may be erected by the Declarant or any Homebuilder as Declarant shall desire and approve.
- (c) Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs will not be erected more than 90 days in advance of the election to which they pertain and are removed within 15 days after the election.
- (d) School and Business Signs. Emblems or bumper stickers advertising a resident's school or business mounted upon vehicles parked or driven in the subdivision.

Declarant and its agents will have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing requirements; and in so doing, will not be subject to any liability in connection with such removal.

3.4 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately

screened from view, except for the 24 hour period beginning at 8:00 p.m. the day before a scheduled trash pickup and ending at 8:00 p.m. the day of a scheduled trash pickup.

3.5 Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security or public safety purposes) shall be located, used or placed on any of the Property such that it becomes or will become clearly audible at the property line of adjoining property owners. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.6 Repair of Buildings. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

3.7 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the Architectural Review Committee.

3.8 Roofing Materials. All roofing material shall be subject to the approval of the Architectural Review Committee. The roofing materials shall have a 30-year warranty and the shingles shall be dimensional. Colored metal shall be used only with the approval of the Architectural Review Committee. The roof pitch must be 7/12 or better.

3.9 Underground Utility Lines. No utility lines including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements as approved in writing by the Architectural Review Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the Architectural Review Committee; and further provided that this provision shall not apply to utilities installed along the perimeters of the Property. The installation method, including, but not limited to, location, type of installation, equipment, trenching method and other aspects of installation, for both temporary and permanent utilities shall be subject to review and approval by the Architectural Review Committee.

3.10 Drainage. There shall be no interference with the established drainage patterns over any of the Property, unless adequate provision is made for proper drainage and approved by the Architectural Review Committee.

3.11 Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces, or in contained barbeque units while attended and in use for cooking purposes.

3.12 Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Review Committee.

3.13 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth.

3.14 Unightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Review Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers of any kind, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Automobiles shall include cars, pick-ups, sport utility vehicles and vans used for the personal transportation of residents or their guests. No automobiles or other vehicles may be parked overnight on any roadway within the Property. Service areas, storage areas, loading areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view from public or private thoroughfares and adjacent properties and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view from public or private thoroughfares and adjacent properties.

3.15 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours in any calendar month.

3.16 Fences. The construction of fences shall be subject to the prior written consent of the Architectural Review Committee. All fences must be constructed of masonry, or wrought iron, with a column matching the masonry of the home at least every forty (40) feet. No chain link or other fencing materials are permitted. The Architectural Review Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation. Fencing erected by Declarant or a Homebuilder shall be maintained by the Owner of any Lot on which such fencing is located in its originally constructed state, unless otherwise approved by ARC. The Association shall have the right, but not the obligation, to repair or replace such fencing at the expense of the Association.

3.17 Pets, Livestock and Poultry. No animals, livestock or poultry of any kind will be raised, bred or kept on any Lot, except for cats, dogs or other generally recognized household pets, provided that they are not kept, bred, or maintained for any commercial purpose or for food. It is the purpose of these provisions to restrict the use of the Property so that no person will quarter on the Property cows, horses, bees, hogs, pigs, sheep, goats, ducks, geese, chickens,

turkeys, skunks or other animals that may interfere with the quietude, health or safety of the community. No more than 4 animals may be kept on a single Lot. All such animals will be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Association. All animals must be properly tagged for identification. No animal will be allowed to run at large, and all animals will be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects and waste at all times. Such enclosed area will be constructed in accordance with plans approved by the ARC, will be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and will be screened so as not to be visible from any other portion of the Property.

3.18 Landscaping. All landscaping shall meet or exceed the more restrictive of the standards set forth in the Rules or the Landscaping Regulations of this Declaration. All homes must have the entire front yard, side yard and back yard of the house landscaped. All landscape plans and specifications (including plant type, size and location) must be approved by the Architectural Review Committee. All landscaping must be shall be completed no later than ninety (90) days after the house is completed. The entire front yard and side yard to the back of the house must be on an underground, automatic sprinkler system.

3.19 Maintenance of Lawns and Planting. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot (and any Greenbelt located between such Owner's Lot and a fence erected by Declarant or Homebuilder and a publicly dedicated roadway) cultivated, pruned, mowed, and free of trash and other unsightly material. Owner may install landscape irrigation systems where appropriate for the types of vegetation located on such Lot, and shall maintain all such landscape irrigation systems in good working order.

3.20 Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant and Homebuilders) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Review Committee, provided that such waiver shall be only for the reasonable period of such construction.

3.21 Compliance with Provisions of the Restrictions. Each Owner shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time. Failure to comply with the Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by an aggrieved Owner.

3.22 Unfinished Structures. No structure shall remain unfinished for more than one (1) year after the same has been commenced.

3.23 Rentals. Nothing in this Declaration shall prevent the rental of any entire Lot and the Improvements thereon, by the Owner thereof for residential purposes subject to the provisions of this Declaration.

3.24 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

3.25 Decorative Column With Lighting. A decorative column with matching lighting shall be located and installed at each driveway entrance per plans and specifications approved by the Architectural Review Committee. Maintenance of the column shall be the responsibility of the Owner of the Lot on which the column is constructed.

#### ARTICLE IV USE RESTRICTIONS

4.1 General. The Property shall be improved and used solely for single family residential use, or for Greenbelt or Amenity Areas, and Improvements constructed on any Lot shall comply with all restrictions imposed by the Plat creating that Lot. Greenbelt or Amenity Areas may, subject to the approval of Declarant, be improved and used for active and passive recreational purposes for the primary benefit of Owners and occupants of portions of the Property; provided, however that, as to any specific areas, Declarant may, in its sole and absolute discretion, permit other improvements and uses.

4.2 Greenbelt or Amenity Areas. No land within any Greenbelt or Amenity Areas shall be improved, used or occupied, except in such manner as shall have been approved by Declarant, in its sole and absolute discretion. Declarant may, by written instrument, delegate its right to grant such approval to the Board. Access to any Greenbelt or Amenity Area may be limited to persons currently paying Assessments, fees and other charges, or otherwise conditioned or restricted, or made available to non-Owners, all on such terms and conditions as Declarant may determine, in its sole discretion.

4.3 Recreational Improvements. Any proposed construction of recreational improvements within a Greenbelt or an Amenity Area shall be subject to approval by the Architectural Review Committee.

#### ARTICLE V HOMEOWNERS ASSOCIATION

5.1 Organization. The Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Association as a nonprofit corporation under the laws of the State of Texas. Members holding one-tenth of the total votes entitled to be cast,

represented in person or by proxy, shall constitute a quorum. The Articles and/or Bylaws may be amended by a two-thirds majority of the total votes of each Class of Members entitled to be cast at any duly called and constituted meeting of Members of the Association. In the event the Articles or Bylaws shall for any reason be inconsistent with this Declaration, this Declaration shall control. Nothing in this Master Declaration shall prevent the creation, by provision therefore in Supplemental Declaration(s) executed and recorded by Declarant or any person or persons authorized by Declarant, of Subassociations to own, develop, assess, regulate, operate, maintain or manage the Property subject to such Supplemental Declarations.

5.2 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject, by covenants of record, to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold a mortgagee's interest only. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any Mortgagee or lienholder who acquires title to any Lot which is a part of the Property through judicial or non-judicial foreclosure, shall be a Member of the Association. It is understood that the Property may be developed in phases or sections, and upon the completion of development of each individual section or phase by Declarant, such completed section or phase or any part thereof shall, by Supplemental Declaration, at the option and election of Declarant, become bound hereby and a part hereof; provided, however, that no provision herein shall be construed to require the development or annexation of any additional land by Declarant.

5.3 Voting Rights. The Association shall have (2) classes of voting memberships:

- (a) Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine as provided by the Bylaws, but in no event shall more than one (1) vote be cast with respect to any Lot.
- (b) Class B. The Class B Member(s) shall be the Declarant, and its successors and assigns, and shall be entitled to three (3) votes for each Lot owned by it, provided that the Class B membership shall cease and be converted to Class A membership (subject to reversion back to Class B membership upon the annexation of additional land) on the happening of either of the following events, whichever occurs earlier:
  - (1) the written consent of the Declarant filed in the Official Public Records of Williamson County; or
  - (2) twenty (20) years from the filing date hereof in the Real Property Records of Williamson County, Texas.

5.4 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and

perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of the State of Texas. The Association and the Board, acting on behalf of the Association, shall have the following power and authority:

- (a) Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions, with amendment of Articles and Bylaws being subject to Member voting requirements set out in Section 4.1.
- (b) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association functions.
- (c) Records. To keep books and records of the Association's affairs.
- (d) Assessments. To levy Assessments as provided in this Declaration. An Assessment pursuant to Article VII is defined as that sum which must be levied in the manner and against the property set forth in Article VII hereof in order to raise the total amount for which the levy in question is being made. Fines levied and expenses incurred by the Association for enforcement of the Restrictions shall also be deemed Assessments against specified Members and Lots.
- (e) Right of Entry and Enforcement. To enter at any time in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and upon the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and special assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.
- (f) Charges for Damages to Common Properties and Fines for Violation of the Restrictions. To charge Members for damages to Common Properties

and levy fines against Members who violate one or more of the Restrictions and to suspend Members' rights to use Common Properties. Prior to any such charge, levy or suspension of a Member, the Association or its agent shall give written notice to the Member and provide the Member the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue pursuant to Sections 209.006 and 209.007 of the Texas Property Code, including subsequent amendments thereto. Delinquent fines and charges shall be deemed personal obligations of a Member and shall be deemed an Assessment subject to the Assessment lien and foreclosure provisions of Section 7.7 of this Master Declaration and the foreclosure sale provisions of Section 209.009 of the Texas Property Code.

- (g) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.
- (h) Collection for Subassociation. To collect on behalf of and for the account of any Subassociation (but not to levy) any assessment made by a Subassociation created pursuant to this Declaration.
- (i) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way, or mortgages out of, in, on, over, or under any Association property for the purpose of constructing, erecting, operating or maintaining the following:
  - (1) Parks, parkways or other recreational facilities or structures;
  - (2) Roads, streets, walks, driveways, trails and paths;
  - (3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
  - (4) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
  - (5) Any similar public, quasi-public or private improvements or facilities;

provided, however, that the Association shall not convey fee simple title in and to, or mortgage all or any portion of any Greenbelt or Amenity Area without the consent of Members as evidenced by a two-thirds (2/3) vote of each class of Members.

- (j) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be

employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

- (k) Association Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for all Association property; to maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property, as appropriate; and to own and operate any and all types of facilities for both active and passive recreation.
- (l) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws of the Association.
- (m) Construction on Association Property. To construct new Improvements or additions to Association properties, subject to the approval of the Architectural Review Committee as provided in this Declaration.
- (n) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Greenbelt or Amenity Area or to provide any service or perform any function on behalf of Declarant or any Person.
- (o) Property Ownership. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

5.5 Maintenance and Landscape Authority. The Association shall maintain all streets and roadways within the Property which have been completed but not accepted by the appropriate governmental entity for maintenance. In addition, the Association shall be authorized to landscape, fence, maintain and repair all easements, access easements, rights-of-way, median strips, sidewalks, paths, trails, and other areas of the Property, as appropriate. The Association shall maintain all Greenbelt or Amenity Areas dedicated to the Association for maintenance.

5.6 Lighting. The Association shall pay for electrical service and for all other costs and expenses necessary to operate and maintain the lights within street right-of-ways and Greenbelt and Amenity Area.

5.7 Common Properties. Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:

- (a) To accept, own, operate and maintain all Greenbelt or Amenity Areas which may be conveyed or leased to it by Declarant, together with all Improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other Common Properties, real and personal, conveyed or leased to the Association by Declarant and to maintain in good repair and condition all lands, improvements, and other Association property owned by or leased to the Association. Such maintenance shall include but not be limited to mowing and removal of rubbish or debris of any kind.
- (b) To construct, maintain, repair and replace fencing, landscape improvements and irrigation systems within public rights-of-way pursuant to agreement(s) with the appropriate governmental authority.
- (c) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the Members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- (d) Upon the approval of two-thirds (2/3) of the Owners (excluding Declarant), to execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Association. Additionally, the Association may accept lands in Greenbelt or Amenity Areas, whether or not improved, from Declarant subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the borrower, whether Declarant or the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien as shall be deemed appropriate by borrower, whether Declarant or the Association, on the improvement or other facility to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees or Assessments paid by the Members of the Association, or otherwise, or any combination thereof, as may be deemed appropriate by Declarant or the Association, as the case may be, but subject to the limitations imposed by this Declaration.
- (e) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment of the Greenbelt and/or Amenity Area. Such insurance shall be in an amount as the Board shall deem appropriate.

5.9 Indemnification. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorney's fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

5.10 Quorum for Meetings of Members. The Members holding at least ten percent (10%) of the votes entitled to be cast at a meeting of the Members, represented in person or by proxy, as such votes are allocated pursuant to the provisions of this Declaration, shall constitute a quorum at a meeting of the Members.

## ARTICLE VI ARCHITECTURAL REVIEW COMMITTEE

6.1 Membership of Architectural Review Committees. The Architectural Review Committee shall consist of not less than three (3) nor more than seven (7) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as Declarant or its successors or assigns deems appropriate..

6.2 Approval of Plans and Specifications. No Improvement shall be commenced, erected, constructed, placed or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the Plans and Specifications therefore shall have been submitted to and approved by the Architectural Review Committee.

6.3 Actions of the Architectural Review Committee. The Architectural Review Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the ARC. In the absence of such designation, the vote of a majority of all the members of the ARC taken without a meeting shall constitute an act of the such committee.

6.4 Advisory Members. The Voting Members may from time to time designate Advisory Members.

6.5 Term. Each member of the Architectural Review Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein.

6.6 Declarant's Rights of Appointment. Declarant shall have the right to appoint and remove all members of the ARC. Declarant may delegate its right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all members of the ARC.

6.7 Adoption of Rules. The ARC may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, and other similar codes as each may deem necessary and desirable.

6.8 Plan Review of Proposed Construction. Whenever in this Master Declaration, or in any Supplemental Declaration, the approval of the ARC is required, the ARC shall consider all of the Plans and Specifications for the Improvement or proposal in question, the Rules, if any, and all other facts and information which, in its sole discretion, it considers relevant, and may require an Owner to provide such other information as it deems relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefore shall be submitted to the ARC, and construction thereof may not commence unless and until such committee has approved such Plans and Specifications in writing. The Architectural Review Committee may postpone review of the Plans and Specifications until such time as the Architectural Review Committee has received all information requested. Upon receipt of all information required, the ARC will have fifteen (15) days in which to review the Plans and Specifications. The Architectural Review Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Declarant or the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Review Committee. The Architectural Review Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof, for structural safety, engineering soundness, or conformance with building or other codes. If the ARC fails to issue its written approval within thirty (30) days of its receipt of the last of the materials or documents required to complete the Owner's submission, such failure by the ARC to issue its written approval shall be deemed disapproval. Each home must be a minimum of 2500 square feet of living and heating area. The exterior walls shall be 100% masonry with a masonry chimney. Each home shall have a side entry garage for a least two automobiles.

6.9 Variance. The Architectural Review Committee may grant variances from compliance with any of the provisions of the Restrictions, when, in the opinion of the ARC, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property, and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument, in recordable form, and must be signed by at least two (2) of the Voting Members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance

shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

6.10 No Waiver of Future Approvals. The approval or consent of the Architectural Review Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Review Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatsoever, subsequently or additionally submitted for approval or consent by the same or a different person.

6.11 Work in Progress. The Architectural Review Committee, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications.

6.12 Address. Plans and Specifications shall be submitted to the Architectural Review Committee c/o JJSM Development, Inc., 3613 Williams Drive, Suite 204, Georgetown, Texas 78628, or such other address as may be designated by Declarant, its successors and assigns, from time to time.

6.13 Fees. The Architectural Review Committee shall have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

## ARTICLE VII FUNDS AND ASSESSMENTS

### 7.1 Assessments.

- (a) Assessments established by the Board pursuant to the provisions of this Article VII shall be levied on a uniform basis against each Lot within the Property upon which a certificate of occupancy has been issued by the appropriate governmental authority for the house constructed thereon.
- (b) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Property against which the Assessment fell due, and shall become a lien against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.
- (c) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose to the duration of the Assessment year or other period remaining after said date.

7.2 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes authorized by this Declaration, as it may from time to time be

amended. Nothing contained herein shall limit, preclude or impair the establishment of other maintenance funds by a Subassociation pursuant to any Supplemental Declaration.

7.3 Purchase Assessment. The Owner of each Lot conveyed by deed from a Homebuilder executed after the effective date hereof shall contemporaneously with the execution of the deed for such Lot, pay an initial Assessment of \$150.00. This initial Assessment is separate and distinct from any other Assessment provided for herein.

7.4 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Restrictions, including but not limited to, the cost of all maintenance, the cost of providing street lighting, the cost of enforcing the Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided (the "Regular Annual Assessment"), and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. All such Regular Annual Assessments shall be due and payable to the Association at the beginning of the fiscal year or in such other manner as the Board may designate in its sole and absolute discretion. In no event shall the Regular Annual Assessment per lot for the year 2005 exceed the sum of \$150.00. Thereafter, the maximum allowable amount of a Regular Annual Assessment permitted hereunder shall increase by ten percent (10.0%) per year.

7.5 Special Assessments. In addition to the Regular Annual Assessments provided for above, the Board may levy special assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Restrictions ("Special Assessments"). The amount of any Special Assessments shall be at the reasonable discretion of the Board and all such Special Assessments shall be due and payable to the Association within 30 days of the date of written notice of such Special Assessment. There shall be no Special Assessment during the year 2005.

7.6 Owner's Personal Obligation for Payment of Assessments. The Regular Annual Assessment and Special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest on the amount of the Assessment from the due date at a percentage rate of twelve percent (12%) per annum, unless otherwise established by Board resolution, together with all costs and expenses of collection, including reasonable attorney's fees.

7.7 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, together with interest and the cost of collection, including attorney's fees as provided in Section 7.6 shall thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for:

- (a) All liens for taxes or special assessments levied by the applicable city, county or state government, or any political subdivision or special district thereof;
- (b) All liens securing all amounts due or to become due under any mortgage vendor's lien or deed of trust filed for record prior to the date any Assessment became due and payable; and
- (c) All liens including, but not limited to, vendor's liens, deeds of trust and other security agreements which secure any loan made by any lender to a Member for any part of the purchase price of any Lot when the same is purchased from a builder, or for any part of the cost of constructing, repairing, adding to or remodeling any Improvements utilized for residential purposes.

Notwithstanding the above, no lien shall be deemed or held superior to the lien hereby created unless the Association is made a party to any court proceeding to enforce any of the above listed liens. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association. To evidence the aforesaid Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of the county in which the Lot is located. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by either (i) the Association foreclosing against the defaulting Owner's Lot in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or (ii) the Association instituting suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to such Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

## ARTICLE VIII EASEMENTS

8.1 Reserved Easements. All dedications, limitations, restrictions and reservations shown on a Plat are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation,

gas, water, cable television, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of 5.0 feet on each side of such Lot line.

8.2 Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the easement areas affecting the Property for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, cable television, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no sewer, electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant and the Architectural Review Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

8.3 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow as contours of land and the arrangement of Improvements approved by the Architectural Review Committee thereon require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Review Committee.

8.4 Surface Areas. Each Owner shall maintain the surface area of all easements located within his Lot and all improvements located therein except for such improvements for which a public authority or utility company is responsible. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

8.5 Title to Easements and Appurtenances Not Conveyed. Title to any Lot conveyed by Declarant by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or Greenbelt or Amenity Area or any drainage, water, gas, sewer, storm sewer, electrical light, electrical power, telegraph or telephone way, or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Property, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

8.6 Greenbelt or Amenity Areas. Each Owner shall have an easement of use and enjoyment in and to all Greenbelt or Amenity Area which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

- (a) The right of the Association to suspend the Owner's voting rights and right to use the Greenbelt or Amenity Area for any period during which any Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association;
- (b) The right of the Association to dedicate or transfer all or any part of the Greenbelt or Amenity Area to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members;
- (c) The right of the Association to borrow money for the purpose of improving the Greenbelt or Amenity Area and, in furtherance thereof, to mortgage the Greenbelt or Amenity Areas, all in accordance with the Articles and Bylaws;
- (d) The right of the Association to make reasonable rules and regulations regarding the use of the Greenbelt or Amenity Areas and any facilities thereon; and
- (e) The right of the Association to contract for services with third parties on such terms as the Association may determine.

#### ARTICLE IX MISCELLANEOUS

9.1 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2025, unless amended as herein provided. After that date, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed in accordance with the provisions of Section 9.3(b).

9.2 Nonliability of Board and Architectural Review Committee Members. Neither the Architectural Review Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Review Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Review Committee or its member or the Board or its member, as the case may be. Neither the Architectural Review Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

9.3 Amendment.

- (a) By Declarant. This Master Declaration or any Supplemental Declaration may be amended by the Declarant until December 31, 2025, or until Declarant no longer holds a majority of the votes in the Association, whichever occurs last. Notwithstanding the foregoing, Declarant may amend this Declaration at any time (i) to correct typographical and grammatical errors, and (ii) in order to comply with HUD, VA or FHA requirements for approval of the Property.
- (b) By Owners. In addition to the method in Section 9.3(a), after December 31, 2025, this Declaration may be amended by the recording in the Williamson County Official Public Records of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast greater than fifty percent (50%) of the number of votes entitled to be cast pursuant to Section 5.3 hereof.

9.4 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3<sup>rd</sup>) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. It shall be the obligation of the Member to update Association records with the correct ownership and mailing address. Unless otherwise designated in writing by the Owner/Member, the Association may rely on the ownership records of the Williamson County Appraisal District for the name and mailing address of an Owner/Member.

9.5 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

9.6 Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger, consolidation or annexation shall be approved by a two-thirds (2/3) majority vote of both Classes of Members at a duly called and constituted meeting of Members.

9.7 Exemption of Declarant. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Review Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements anywhere within the Property, however, the construction of sales and leasing offices and the posting of signs advertising the sale and leasing of Lots by Declarant shall be limited to Lots owned by the Declarant.

9.8 Assignment by Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

9.9 Enforcement and Nonwaiver.

- (a) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce all of the provisions of the Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.
- (b) Nonwaiver. The failure to enforce any provision of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said Restrictions.
- (c) Liens. The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.


9.10 Construction.

- (a) Restrictions Severable. The provisions of the Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.
- (b) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.
- (c) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles hereof.

IN WITNESS WHEREOF, the following parties execute this Woodland Park West Master Declaration Of Covenants, Conditions And Restrictions to be effective on the last date acknowledged by a signing party.

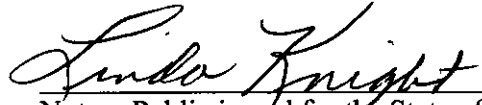
**DECLARANT:**

JJSM DEVELOPMENT, INC., a Texas corporation.

  
James H. Jacobs, President

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

This Woodland Park West Master Declaration of Covenants, Conditions and Restrictions was acknowledged before me on this 1st day of ~~June~~<sup>Aug</sup>, 2006, by James H. Jacobs, President of JJSM Development, Inc., a Texas corporation, on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



~~AFTER RECORDING RETURN TO:  
Law Offices Of Glenn K. Weichert PC  
3821 Juniper Trace, Suite 106  
Austin, Texas 78738~~

**RETURN TO**  
***Longhorn Title Co., Inc.***

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS 2006065141

*Nancy E. Rister*

08/02/2006 01:07 PM

PHERBRICH \$108.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

⑤ Longhorn Title



**CERTIFICATION**

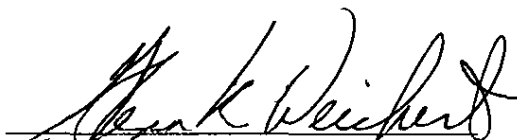
I, the undersigned, do hereby certify:

THAT I am the duly elected Secretary of The Homeowners Association for Woodland Park West, Inc., a Texas non-profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted by Unanimous Written Consent of the Board of Directors In Lieu of Organizational Meeting effective June 7, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 15th day of \_\_\_\_\_

January, 2008..

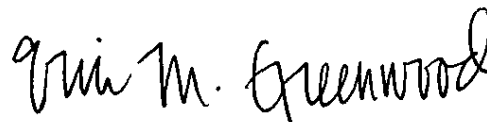
  
Glenn K. Weichert, Secretary

**ACKNOWLEDGEMENT**

STATE OF TEXAS )  
 )  
COUNTY OF TRAVIS )

This instrument was acknowledged before me on this the 15th day of January, 2008 by Glenn K. Weichert, Secretary of The Homeowners Association for Woodland Park West, Inc., a Texas non-profit corporation, on behalf of said corporation.



  
Notary Public, State of Texas

**AFTER RECORDING, RETURN TO:**

The Law Offices of Glenn K. Weichert, P.C.  
3821 Juniper Trace, Suite 108  
Austin, Texas 78738

①

**BYLAWS  
OF  
HOMEOWNERS' ASSOCIATION FOR WOODLAND PARK WEST, INC.  
(A Non-Profit Corporation)**

**ARTICLE 1  
GENERAL**

Section 1. Name. The name of the organization shall be Homeowners' Association For Woodland Park West, Inc. (the "Association").

Section 2. Applicability. These Bylaws provide for the self-government of The Woodland Park West Subdivision, a planned community in Williamson County, Texas, which are or hereafter become subject to the WOODLAND PARK WEST MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded as Document No 2005035142, Official Records, Williamson County, Texas and any Supplemental Declarations, all as may be amended from time to time. This document and any amendments thereto shall hereinafter be referred to as the "Declaration" and all property subject to its covenants, conditions and restrictions shall hereinafter be referred to as the "Property." Unless otherwise expressly defined herein, all capitalized terms shall be construed to have the meanings assigned to them in the Declaration.

Section 3. Declarant. "Declarant" shall mean JJSM Development, Inc., a Texas corporation, its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of JJSM Development, Inc, as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

Section 4. Common Properties. Any reference herein to Common Properties or assessments for maintenance of Common Properties are applicable only in the event the Association shall subsequently own, maintain, or operate Common Properties.

Section 5. Lot. "Lot" or "Lots" shall mean any single family lot within The Woodland Park West Subdivision(s), together with all Improvements located thereon.

Section 6. Lot Owner. "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of title to a Lot or Lots or Potential Lots, including, but not limited to, a developer, builder, or other person or entity holding title to a developed or undeveloped Lot or Lots, but specifically excluding a person or entity with an interest in a Lot or Lots merely as security for the performance of an obligation.

Section 7. Compliance. All Lot Owners within the Property as well as their tenants, agents, patrons, employees, invitees, guests and any other person that might use the Common Properties shall comply with these Bylaws. The mere acquisition or rental of any of the Lots within the Property or the mere act of use or occupancy will signify that these Bylaws are accepted, ratified and will be strictly followed.

## **ARTICLE 2**

### **CORPORATE OFFICE**

Section 1. Principal Office. The principal office of the Association shall be at 3609 Williams Drive, Georgetown, Texas 78628, unless otherwise determined by the Board of Directors (sometimes hereinafter referred to as the "Board").

Section 2. Other Offices. The Association may also have offices at such other places, both within and without the State of Texas, as the Board of Directors may from time to time determine or the business of the Association may require.

Section 3. Registered Office and Registered Agent. The Association shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the Association in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

## **ARTICLE 3**

### **MEMBERS**

Section 1. Composition of Membership. All Lot Owners shall be Members of the "Association", and as such shall have the responsibility for administering the Common Properties, establishing the means and methods of collecting the assessments, arranging for the management of the Association, and performing all of the other acts that may be required to be performed by the Association and by the Declaration. Except as to those matters which the Declaration or these Bylaws specifically requires to be performed by the vote of the Lot Owners or by their First Mortgagees, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth in Article 5 hereof. Every record Lot Owner shall automatically become, upon acquisition of title, a "Member" of this Association and be subject to these Bylaws. Membership will cease, without any formal Association action, whenever such Member ceases to own title to a Lot.

Section 2. Voting Rights. All Lot Owners shall be entitled to voting rights in the Association with the number of votes to be cast by the Owner(s) of each Lot to be as provided in the Declaration. Where there is more than one record Lot Owner ("Co-owners"), all of those Co-owners shall be Members and may attend any meeting of the Association, but only one vote shall be cast with respect to each Lot. Co-owners owning the majority interests in a Lot shall from time to time designate in writing one of their number to vote. Fractional votes among the Co-owners owning a single Lot shall not be allowed. Where no voting Co-owner is designated or if the designation has been revoked, the vote for the Lot shall be exercised as the Co-owners owning majority interests in the Lot mutually agree. No votes shall be cast for any Lot if the majority of the Co-owners present in person or by proxy and representing such Lot cannot agree to said vote. The non-voting Co-owner or Co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Lot and shall be entitled to all other benefits of

ownership. All corporate Owners must deliver to the Board of Directors a resolution of the Board of Directors of the corporate Owner executed by an officer of such corporate Owner designating an agent to vote for such corporate Owner on Association matters. Any other Owner (except for an Owner who is a natural person) must deliver to the Board of Directors such documents as the Board of Directors may reasonably require to evidence the designation of an agent to vote for such Owner on Association matters. All agreements and determinations lawfully made by the Association in accordance with the voting allocations established herein or in the Declaration affecting the Property, shall be binding on all Owners, their heirs, administrators, successors and assigns.

Section 3. Votes Required for Passage. At a meeting at which a quorum is present, the vote of the Members holding a majority of the votes represented in person or by proxy shall decide any question brought before the meeting, unless the question is one upon which the vote of a greater number is required by law, the Articles of Incorporation, the Declaration or these Bylaws. The Members present or represented at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 4. Proxy. A Member may vote either in person or by proxy executed in writing by the Member or his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly made irrevocable on its face and unless otherwise made irrevocable by law; provided, however, notwithstanding the foregoing, every proxy shall be revocable and shall automatically terminate upon conveyance by a Member of his Lot. Each proxy shall be filed with the Secretary prior to or at commencement of the meeting.

Section 5. No Cumulative Voting. At each election for directors, each Class A Member entitled to vote shall have the right to vote, in person or by proxy, one vote for each Lot. owned for each director to be elected and each Class B Member shall have three (3) such votes for each lot owned by it. Cumulative voting shall not be permitted.

Section 6. Voting Method. Voting on any question or in any election may be by voice vote or show of hands, unless the presiding officer shall order, or any Member shall demand, that voting be by written secret ballot.

#### **ARTICLE 4** **MEETINGS OF MEMBERS**

Section 1. Meeting Date. The first annual meeting of the Members, for the purpose of electing directors and transacting such other business as may properly be brought before the meeting, shall be held within one year from the date of incorporation of the Association, and subsequent annual meetings of the Members shall be held within one hundred twenty (120) days after the end of the fiscal year of the Association at such hour as shall be determined and stated in the notice of said meeting.

Section 2. Meeting Place. All meetings of the Members shall be held at the principal office of the Association or at such other place, within the State of Texas, as may be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 3. Failure to Hold Annual Meeting. Failure to hold the annual meeting at the designated time shall not work as a dissolution of the Association. In the event the Board of Directors fails to call the annual meeting at the designated time, any Member may make demand that such meeting be held within a reasonable time. Such demand shall be made in writing by certified mail directed to any officer of the Association. The annual meeting shall thereafter be called within sixty (60) days following such demand.

Section 4. Special Meetings. Special meetings of the Members for any purpose or purposes may be called by the President, the Board of Directors, or the holders of not less than one-tenth (1/10) of all the votes entitled to vote at the meetings. No business other than that specified in the notice of meeting shall be transacted at a special meeting.

Section 5. Notice of Meetings.

5.1. Written Notice. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered at least fifteen (15) days, but not more than fifty (50) days, before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary or the officer or person or persons calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the membership rolls of the Association, with postage thereon prepaid.

5.2. Waiver. Notice may be waived in writing signed by the person or persons entitled to such notice. Such waiver may be executed at any time before or after the holding of such meeting. Attendance at a meeting shall constitute a waiver of notice, except where the person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 6. Informal Action By Members. Any action required by law to be taken at a meeting of the Members of the Association, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject thereof. Such consent shall have the same force and effect as a unanimous vote of Members and may be stated as such in any articles or documents filed with the Secretary of State.

Section 7. Quorum. The Members holding at least ten percent (10%) of the votes entitled to be cast at a meeting of the Members, represented in person or by proxy, as such votes are allocated pursuant to the provisions of these Bylaws and the Declaration, shall constitute a quorum at a meeting of the Members. If a quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote, represented in person or by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until

a quorum is present or represented. At such adjourned meeting at which a quorum is present or represented any business may be transacted which might have been transacted at the original meeting.

Section 8. Order of Business. The order of business at all meetings of the Association shall be as follows:

- (a) Roll Call;
- (b) Proof of Notice of Meeting or Waiver of Notice;
- (c) Reading of Minutes of Preceding Meeting;
- (d) Reports of Officers and Board of Directors;
- (e) Report of Management Agent, if any, and if present;
- (f) Report of Committees, if any;
- (g) Election of Members of the Board of Directors (when so required);
- (h) *Unfinished Business*;
- (i) New Business;
- (j) Consideration of adequacy of reserves; and
- (k) Adjournment.

Section 9. Conduct of Meeting. The President or his designee shall preside over all meetings of the Members and the Secretary shall keep the minutes of the meeting and record in a Minute Book of the Association such resolutions as are adopted by the Members as well as a record of all transactions occurring thereat. Robert's Rules of Order (latest edition) as modified by the Board of Directors shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or these Bylaws.

## **ARTICLE 5** **DIRECTORS**

Section 1. Management. The business and affairs of the Association shall be managed by the Board of Directors.

Section 2. Number of Directors. The number of directors as of the date of the institution of these Bylaws shall be three (3). Thereafter, the number of directors may be increased or decreased, from time to time by amendment of these Bylaws upon a two-thirds (2/3) vote of the Members at the annual meeting or at a special meeting called for that purpose; provided, however the number of directors shall not be decreased to less than three (3). No decrease shall have the effect of shortening the term of any incumbent director. A director need not be an officer, director or designee of Declarant, and need not be a Lot Owner, a mortgagee of Lots or a resident of the State of Texas.

Section 3. Election and Term of Office. At the first annual meeting of the Association, three Directors shall be elected to serve for a term of two years. The first Board of Directors shall be elected and shall serve simultaneously. At the third annual meeting of the Association, the Members shall elect a successor for each Director to serve for a term of two years. At each annual meeting thereafter, the Members shall elect Directors to serve for one-year terms. Unless removed in

accordance with these Bylaws, each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified.

Section 4. Powers and Duties. The Board of Directors has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Common Properties, and it may do all such acts and things as are not by law, by these Bylaws, or by the Declaration directed to be exercised and done exclusively by the Members. Without prejudice to such foregoing general powers and duties and such powers and duties as are set forth in the Declaration, the Board of Directors is vested with, and responsible for, the following powers and duties:

(a) The power and duty to select, appoint and remove all officers, agents and employees of the Association, to prescribe such powers and duties for them as may be consistent with law, the Articles of Incorporation, the Declaration and these Bylaws; to fix their compensation and to require *from them security for faithful service when deemed advisable by the Board;*

(b) The power and duty to conduct, manage and control the affairs and business of the Association, and to make and enforce such rules and regulations (the "Woodland Park West Rules") therefore consistent with the law, with the Articles of Incorporation, the Declaration and these Bylaws, as the Board may deem necessary or advisable;

(c) The power and duty to fix and levy from time to time regular annual assessments and special assessments upon the Members, as provided in the Declaration, to determine and fix the due date for the payment of such assessments, and the date upon which the same shall become delinquent; provided, however, that such assessments shall be fixed and levied only to provide for the payment of the authorized expenses of the Association and of taxes and assessments upon real or personal property owned, leased controlled or occupied by the Association, or for the payment of *expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Association for the health, safety, general benefit and welfare of its Members, in accordance with the provisions of the Declaration.* Subject to any limitations imposed by the Declaration and these Bylaws, the Board of Directors shall have the power and duty to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided, adequate funds for replacements as it shall deem to be necessary or advisable in the interest of the Association or welfare of its Members. The funds collected by the Board of Directors from the Members, attributable to replacement funds, for maintenance costs recurring less frequently than annually, and for capital improvements, shall at all times be held in trust for the Members and shall not be commingled with other assessments collected from the Members. Such Annual Assessments and Special Assessments shall be fixed in accordance with the provisions of these Bylaws and the Declaration. Should any Member fail to pay such assessments before delinquency, the Board of Directors in its discretion is authorized to enforce the payment of such delinquent assessments as provided herein and in the Declaration;

(d) The power and duty to enforce the Woodland Park West Restrictions as defined in the Declaration;

(e) The power and duty to contract for and pay fire, casualty, errors and omissions, blanket liability, malicious mischief, vandalism, and other insurance, insuring the Members, the Association, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration, insuring, covering and protecting against such damages or injuries as the Board deems advisable (which may include without limitation, medical expenses of persons injured on the Property). The Board shall review, not less frequently than annually and in advance of expiration dates, all insurance policies and bonds obtained on behalf of the Association by the Board or by agents of the Association;

(f) The power and duty to contract and pay for repairs, maintenance, gardening, utilities, materials and supplies, and services relating to the Property and to employ personnel necessary for the operation of the Property and to keep in good order, condition and repair, all of the Common Properties and all items of personal property used in the enjoyment of the entire premises, including the power to contract and pay for legal and accounting services, and to contract for and pay for Improvements on the Common Properties;

(g) The power and duty to accept assignment of or enter into license and/or maintenance agreements with the City of Georgetown or other appropriate governmental authority to construct, maintain, repair and replace landscape improvements and irrigation systems within any public right-of-way crossing or abutting the Property;

(h) The power, but not the duty, to delegate its powers according to law;

(i) The power and the duty to grant and maintain easements where necessary for utilities, sewer facilities and other public purposes to serve the Property;

(j) The power and duty to adopt such rules and regulations ("Woodland Park West Rules and Regulations") as the Board may consider necessary for the management of the Property, which rules shall become effective and binding after (1) they are adopted by a majority of the Board at a duly called meeting, and (2) they are either mailed or otherwise delivered to each Member, and (3) they are posted in a conspicuous place on the Common Properties, or recorded. Such Rules and Regulations may address, without limitation, use of the Common Properties, signs, parking restrictions, minimum standards of property maintenance, and any other matter within the jurisdiction of the Association as provided in the Declaration; provided, however, that such Woodland Park West Rules shall be enforceable only to the extent that they are consistent with the Declaration, the Articles of Incorporation and these Bylaws;

(k) The power and duty to keep, or cause to be kept, a complete record of all acts and corporate affairs of the Association and to present a statement thereof to the Members at the annual meeting of the Members and at any other time that such statement is requested by Members representing at least fifty percent (50%) of the total voting power of the Association;

(l) The power, but not the duty, to sell personal property of the Association; provided, however, that the prior vote or written approval of the Members entitled to cast at least a majority of

the voting power of the Association must be obtained to sell, during any fiscal year, personal property of the Association;

(m) The irrevocable right of access to each Lot at reasonable hours as may be necessary for the maintenance, repair or replacement of any improvements to the Common Properties to prevent damage to the Common Properties;

(n) The irrevocable right of access to each Lot at any hour for the purpose of making emergency repairs necessary to prevent additional damage to the Common Properties;

(o) The power, but not the duty, to borrow funds in order to pay for any expenditure or outlay required pursuant to authority granted by the provisions of the Declaration and these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary. Such indebtedness shall be the several obligation of all of the Owners;

(p) The power and the duty to establish a bank account or accounts for the common treasury and for all separate funds which are required or may be considered advisable by the Board of Directors;

(q) The power and duty to make repairs, additions, alterations and improvements to the Common Properties consistent with managing the Project in a manner in keeping with the character and quality of the neighborhood in which it is located, and consistent with the best interests of the Lot Owners, the Declaration and these Bylaws;

(r) To protect and defend the entire Common Properties from loss and damage by suit or otherwise;

(s) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Lot Owners and any first mortgagee of a Lot, and to cause a complete review of the books and accounts to be made by a competent, independent accountant, once each year. The Association shall cause to be prepared and delivered annually to each Owner a compilation statement showing all receipts, expenses or disbursements since the last such statement. Such financial statements shall be available to any first mortgagee of a Lot, on request, within ninety (90) days following the fiscal year end of the Association; and

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

Section 5. Manager. The Board of Directors may employ for the Association a professional independent contractor ("Manager") at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. Provided, however, that any management contract entered into with such Manager may not be entered into for a term exceeding three (3) years, provided further that any such management contract may be terminated by

the Association with or without cause during the time of the same upon thirty (30) days' prior written notice.

Section 6. Removal. Any director may be removed either for cause or without cause at a special meeting of the Members called for that purpose. Removal shall be accomplished by the affirmative vote of a majority (based on vote) of the Owners' votes entitled to be cast and represented in person or by proxy at such meeting which are entitled to vote for the election of such director.

Section 7. Vacancy. A vacancy on the Board of Directors may be filled either (1) by appointment at any meeting of the Board of Directors by a majority of the directors then in office, though less than a quorum, or (2) by election at a special meeting of the Members called for that purpose. Each successor director shall be elected or appointed for the unexpired term of his predecessor in office and shall serve until his successor shall be elected and shall qualify. Any directorship to be filled by reason of any increase in the number of directors shall be filled by election at an annual meeting of the Members or at a special meeting of the Members called for that purpose. No action by the Board of Directors shall be invalid solely for the reason that there existed one or more vacancies on the Board of Directors at such time.

Section 8. Committees.

8.1. Executive Committee. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the business and affairs of the Association except where action of the Board of Directors is specifically delegated by the Texas Non-Profit Corporation Act or other applicable law, the Articles of Incorporation, or these Bylaws, but the designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by law. The executive committee shall keep regular minutes of its proceedings and report the same to the Board when required by the Board. Actions by the Executive Committee shall be ratified by the Board of Directors within 90 days of said action.

8.2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated and appointed by a resolution adopted by a majority of the directors at a meeting at which a quorum is present, or by the President when authorized by a like resolution of the Board of Directors. Membership on such committees may, but need not be, limited to directors.

8.3. Compensation. Directors, as such, shall not receive any salary for their services, but, by resolution of the Board a fixed sum, plus expenses of attendance, if any, may be paid for attendance at each regular or special meeting of the Board. Nothing herein shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor. Members of the executive committee may, by resolution of the Board of Directors, be allowed like compensation for attending committee meetings.

Section 10. Location of Meetings. The directors of the Association may hold regular or special meetings either within or without the State of Texas.

Section 11. Annual Meetings. The annual meeting of the Board of Directors shall be held without other notice than as provided in these Bylaws immediately after and at the same place as the annual meeting of the Members.

Section 12. Other Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

Section 13. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairman, the President, or any two directors. Notice of the call of a special meeting shall be in writing and delivered for transmission to each of the directors not later than during the third day immediately preceding the day for which such meeting is called. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his address as it appears in the records of the Association with postage thereon paid. Neither the business proposed to be transacted, nor the purpose of any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 14. Telephonic Conference. Subject to the provisions for notice required by these Bylaws and the Texas Nonprofit Corporation Act for notice of meetings, directors may participate in and hold a meeting by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other. Participation in the meeting shall constitute presence in person at the meeting, except when a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 15. Waiver of Notice. Notice of any special meeting may be waived in writing signed by the person or persons entitled to such notice. Such waiver may be executed at any time before or after the holding of such meeting. Attendance of a director at a special meeting shall constitute a waiver of notice of such special meeting, except where a director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 16. Quorum. A majority of the number of directors then in office shall constitute a quorum for the transaction of business. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless otherwise specifically required by law or these Bylaws. If a quorum is not present at any meeting of directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum is present.

Section 17. Conduct of Meeting. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep the minutes of the meeting and record in a Minute Book of the Board of Directors such resolutions that are adopted by the Board of Directors and a record of all transactions occurring thereat. Robert's Rules of Order (latest edition) as modified by the Board of

Directors shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or these Bylaws.

Section 18. Action Without Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or any executive committee, or other committee may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the members of the Board of Directors or executive committee then in office, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting, and may be stated as such in any document or instrument filed with the Secretary of State.

Section 19. Chairman. The Board of Directors, by resolution adopted by a majority of the members then in office, may elect one from among their number to serve as chairman and preside at meetings of the Board. The chairman shall serve at the will of the Board of Directors. In absence of such election, the President shall preside at meetings of the Board of Directors.

Section 20. Fidelity Bonds. The Board of Directors shall require adequate fidelity bonds for all officers, directors, and employees of the Association handling or responsible for Association funds. The premiums of such bonds shall constitute an expense payable from assessment revenues.

## **ARTICLE 6** **OFFICERS**

Section 1. Designation of Officers. The officers of the Association shall be elected by the directors and shall be a president, a vice-president, a secretary and a treasurer. The Board of Directors may also elect additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Any two or more offices may be held by the same person except that the offices of president and secretary shall not be held by the same person. The duties of the offices of Secretary and Treasurer shall be performed by a single individual and the title shall be "Secretary-Treasurer" unless the Board of Directors shall decide otherwise. No amendment of these Bylaws shall be required for the Board to elect a separate Secretary and Treasurer to perform the duties set out hereafter.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the Association to serve until the next election of officers. Each officer shall hold office until his successor has been elected and qualifies, or until the death, resignation, or removal of the officer.

Section 3. Appointment of Other Officers and Agents. The Board of Directors may appoint such other officers and agents as it deems necessary. Such officers and agents shall be appointed for such term not to exceed one year and shall exercise such powers and perform such duties as may be determined from time to time by the Board.

Section 4. Removal. Any officer or agent elected or appointed by the Board of Directors, or members of the executive committee, may be removed at any time either for cause or without cause by the affirmative vote of a majority of the whole Board of Directors. Such removal shall be without

prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create any contract right.

Section 5. Duties of President. The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Members and, in the absence of an elected chairman of the Board, at all meetings of the Board of Directors. The president shall present at each annual meeting of the Members and of the Board of Directors a report of the condition of the Association. The president shall cause to be called the regular and special meetings of the directors and the Members in accordance with these Bylaws. The president shall appoint and remove, employ and discharge and fix the compensation of all agents and employees of the Association other than himself, subject to the approval of the Board of Directors. The president shall sign and make contracts and agreements in the name of the Association. The president shall see that the books, reports, statements, and certificates required by law are properly kept. The president shall enforce these Bylaws and perform all of the duties normally incident to the position and office of the president.

Section 6. Duties of Vice-President. In the absence of the president or in the event of his inability or refusal to act, the vice-president (or in the event there be more than one vice- president, the vice-presidents in the order designated, or in the absence of any designation, in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the president. Each vice-president shall also have such powers and perform such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

Section 7. Duties of Secretary. The secretary shall attend all meetings of the members and of the Board of Directors. The secretary shall keep a true and complete record of the proceedings, including all votes and resolutions presented at these meetings, in a book to be kept for that purpose. The secretary shall be custodian of the records and of the seal, if any, of the Association, and shall affix the same, if the Association so has a seal, to documents, the execution of which is duly authorized. The secretary shall give or cause to be given all notices required by law, the Declaration, the Restrictive Covenants or these Bylaws. The secretary shall also perform such other duties as may be prescribed by the Board of Directors or the President.

Section 8. Duties of Treasurer. The treasurer shall have the care and custody of and be responsible for the funds and properties of the Association and shall deposit such funds in the name of the Association in such depositories as the Board of Directors may from time to time designate. The treasurer shall sign, make and endorse in the name of the Association all checks, drafts, warrants, and orders for the payment of money and shall pay out and dispose of same and receipt therefor, under the direction of the president or the Board of Directors, unless such authority has been delegated to a management company acting on behalf of the Association.. The treasurer shall disburse funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors is not necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors. The treasurer shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. The treasurer shall exhibit at reasonable times and upon reasonable request his books and records of account to any

director or Member of the Association. The treasurer shall cause an annual review of the Association books to be made by a certified public accountant, or public accountant, at the completion of each fiscal year; and shall, with the Board of Directors, prepare an annual budget and a statement of income and expenditures to be presented to the Members at the annual meeting, and deliver a copy of each to the Members. The treasurer shall also render a statement of the condition of the financial affairs of the Association at each regular meeting of the Board of Directors and at such other times as he may be directed by the Board of Directors or by the president.

**ARTICLE 7**  
**LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Section 1. Indemnification.

1.1. Definitions. For purposes of this Section 1:

(a) References to the Association shall include any domestic or foreign predecessor entity of the Association in a merger, consolidation or other transaction in which the liabilities of the predecessor are transferred to the Association by operation of law and in any other transaction in which the Association assumes the liabilities of the predecessor but does not specifically exclude liabilities that are the subject matter of this Section.

(b) "Indemnitee" means (a) any present or former director, advisory director, or officer of the Association, (b) any person who, while serving in any of the capacities referred to in clause (a) hereof served at the Association's request as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, and (c) any person nominated or designated by (or pursuant to authority granted by) the Board of Directors or any committee thereof to serve in any of the capacities referred to in clauses (a) or (b) hereof.

(c) "Official Capacity" means (a) when used with respect to a director, the office of director of the Association, and (b) when used with respect to a person other than a director, the elective or appointive office of the association held by such person or the employment or agency relationship undertaken by such person at the request of or on behalf of the Association, but in each case does not include service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or any other enterprise.

(d) "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

1.2. Indemnification. The Association shall indemnify an Indemnitee who was, is, or is threatened to be named defendant, respondent or witness in a Proceeding by reason, in whole or in part, of such person serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Subparagraph 1.1(b) above, against any judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by

the person in connection with the Proceeding if it is determined, in the manner described in Paragraph 1.3. below, that the person (1) conducted himself in good faith, (2) reasonably believed, in the case of conduct in his Official Capacity, that his conduct was in the Association's best interests, and in all other cases, that his conduct was at least not opposed to the Association's best interests, and (3) in the case of any criminal Proceeding, had no reasonable cause to believe his conduct was unlawful; provided, however, that if the person is found liable to the Association or is found liable on the basis that personal benefit was improperly received by him, the indemnification (i) shall be limited to reasonable expenses actually incurred by the person in connection with the Proceedings and (ii) shall not be made in respect of any Proceeding in which the person shall have been found liable for willful or intentional misconduct in the performance of his duty to the Association. The termination of a Proceeding by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent is not of itself determinative that the person did not meet the requirements for indemnification set forth above. A person shall be deemed to have been found liable in respect of any claim, use or matter only after the person shall have been so adjudged by a court of competent jurisdiction. Notwithstanding any other provision of this Section, the Association shall pay or reimburse expenses incurred by an Indemnitee in connection with his appearance as a witness or other participant in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding. Reasonable expenses shall include, without limitation, all court costs and all fees and disbursements of attorneys for the Indemnitee.

1.3. Determinations. The determination required in Paragraph 1.2. above that an Indemnitee has satisfied the prescribed conduct and belief standards must be made (1) by a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the Proceeding, (2) if such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the Proceeding, (3) by special legal counsel selected by the Board of Directors or a committee of the Board by vote as set forth in clause (1) or (2) of this sentence, or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors, or (4) by the Members in a vote that excludes the vote of the directors who are named defendants or respondents in the Proceeding. The determination as to reasonableness of expenses must be made in the same manner as the determination that the person has satisfied the prescribed conduct and belief standards, except that if the determination that the person has satisfied the prescribed conduct and belief standards is made by special legal counsel, the determination as to reasonableness of expenses must be made by the Board of Directors or a committee of the Board by vote as set forth in clause (1) or (2) of the immediately preceding sentence or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors.

1.4. Advancement of Expenses. Reasonable expenses incurred by an Indemnitee who was, is or is threatened to be made a named defendant or respondent in a Proceeding shall be paid or reimbursed by the Association, in advance of the final disposition of the Proceeding and without any of the determinations specified in Paragraph 1.3. above, after the Association receives a written affirmation by the Indemnitee of his good faith belief that he has met the standard of conduct necessary for indemnification under Paragraph 1.2. above and a written undertaking by or on behalf of such director to repay the amount paid or reimbursed if it is ultimately determined that he has not

met those requirements. The written undertaking described in the immediately preceding sentence to repay the amount paid or reimbursed to him by the Association must be an unlimited general obligation of the Indemnitee but need not be secured, and it may be accepted without reference to financial ability to make repayment.

1.5. Insurance and Other Indemnification. The Association may purchase and maintain insurance or establish and maintain another arrangement on behalf of any Indemnitee against or in respect of any liability asserted against him and incurred by him, both as to action in his Official Capacity and as to action in any other capacity, whether or not the Association would have the power to indemnify him against that liability under these Bylaw or by statute. If the insurance or other arrangements is with a person or entity that is not regularly engaged in the business of providing insurance coverage, the insurance or arrangement may provide for payment of a liability with respect to which the Association would not have the power to indemnify the person only if including coverage for the additional liability has been approved by the shareholders of the Association. Without limiting the power of the Association to purchase, procure, establish or maintain any kind of insurance or other arrangement, the Association may, for the benefit of Indemnities, (1) create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (4) established a letter of credit, guaranty or surety arrangement. The insurance or other arrangement may be purchased, procured, maintained or established within the Association or with any insurer or other person deemed appropriate by the Board of Directors regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or part by the Association.

In the absence of fraud, the judgment of the Board of Directors as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement shall be conclusive, and the insurance or arrangement shall not be voidable and shall not subject the directors approving the insurance or arrangement to liability, on any ground, regardless of whether directors participating in the approval are beneficiaries of the insurance or arrangement.

1.6. Report to Members. Any indemnification of or advancement of expenses to an Indemnitee in accordance with this Section or the provisions of any statute shall be reported in writing to the Members with or before the notice or waiver of notice of the next Members' meeting or with or before the next submission to Members of a consent to action without a meeting and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

1.7. Entitlement. The indemnification provided by this Section shall (1) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Association's Articles of Incorporation, any law, agreement or vote of Members or disinterested directors, or otherwise (2) continue as to a person who has ceased to be in the capacity by reason of which he was an Indemnitee with respect to matters arising during the period he was in such capacity, and (3) inure to the benefit of the heirs, executors and administrators of such a person.

1.8. Severability. The provisions of this Section are intended to comply with Article 1396-2.22A of the Texas Nonprofit Corporation Act. To the extent that any provision of this Section

authorizes or requires indemnification or the advancement of expenses contrary to such statutes or the Articles of Incorporation, the Association's power to indemnify or advance expenses under such provision shall be limited to that permitted by such statutes and the Articles of Incorporation and any limitation required by such statutes or the Articles of Incorporation shall not affect the validity of any other provision of this Section.

1.9. Effect of Amendment. No amendment, modification or repeal of this Section or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnities to be indemnified by the Association, nor the obligation of the Association to indemnify any such Indemnities, under and in accordance with the provisions of this Section as in effect immediately prior to such amendment, modification or repeal with respect to claims rising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

1.10. Statutory Changes. In the event the indemnification provided by this Section is more restrictive than the provisions of indemnification allowed by Article 1396-2.22A of the Texas Non-Profit Corporation Act, then those persons seeking indemnification shall be indemnified to the full extent permitted by Article 1396-2.22A of the Texas Non-Profit Corporation Act as it may exist from time to time.

## Section 2. Interested Directors and Officers.

2.1. If paragraph 2.2. below is satisfied, no contract or transaction between the Association and any of its directors or officers (or any other corporation, partnership, association or other organization in which any of them directly or indirectly have a financial interest) shall be void or voidable solely because of this relationship or because of the presence or participation of such director or officer at the meeting of the Board or committee authorizing such contract or transaction, or because such person's votes are counted for such purpose.

2.2. Paragraph 2.1. above will apply only if:

(a) The contract or transaction is fair to the Association as of the time it is authorized or ratified by the Board of Directors, a committee of the Board, or the Members; or,

(b) The material facts as to the relationship or interest of each such director or officer as to the contract or transaction are known or disclosed: (i) to the Members entitled to vote thereon and they nevertheless in good faith authorize or ratify the contract or transaction by a majority vote of the Members present; or (ii) to the Board of Directors and it nevertheless in good faith authorizes or ratifies the contract or transaction by a majority of the disinterested directors present, each such interested director to be counted in determining whether a quorum is present but not in calculating the majority necessary to carry the vote.

2.3. The provisions contained in paragraphs 2.1. and 2.2. above may not be construed to invalidate a contract or transaction which would be valid in the absence of such provisions.

**ARTICLE 8**  
**COMMON EXPENSES AND ASSESSMENTS**

Section 1. Determination of Common Expenses and Assessments.

1.1. Fiscal Year. The fiscal year of the Association shall consist of the twelve (12) month period which shall be designated by the Board of Directors.

1.2. Preparation and Approval of Budget. At least thirty (30) days before the end of each fiscal year the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount which it considers necessary to pay the cost of common utility services (i.e., water and sewer, gas, and electricity), electrical services, maintenance, management, operation, repair and replacement of improvements to the Common Properties, and personal property owned by the Association (except in the case of fire loss), and the cost of wages, materials, insurance premiums, services, supplies and any other expenses that may be declared to be Common Expenses by these Bylaws, the Declaration or a resolution of the Board of Directors or Members, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Common Properties and the personal property owned by the Association, and the rendering to the Owners of all related services, such costs and expenses being referred to herein as the "Common Expenses". The budget may also include:

1.2.1. The cost of the maintenance or repair of any Lot or improvement thereon in the event such maintenance or repair is reasonably necessary, in the discretion of the Board of Directors, (i) because of the excessive use or damage caused by willful or negligent acts by a Lot Owner or his guests, invitees, licensees, agents employees or patrons, (ii) to protect the Common Properties, (iii) to preserve the appearance or value of the Property or, (iv) to protect the interest of the general welfare of all Owners; provided, however, that no such special maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the Owner of the Lots proposed to be maintained and provided further that the cost thereof shall be assessed against the Lots on which such maintenance or repair is performed; and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Owner of said Lots, at which time the assessment shall become due and payable and shall be a continuing lien and obligation of said Owner in all respects as provided in the Declaration; and

1.2.2. Any amount necessary to discharge any lien or encumbrance levied against the Property or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against the Association or any portion thereof.

1.3. Accounts. The Board shall establish no fewer than two (2) separate accounts (the "Maintenance Funds") into which shall be deposited all monies paid to the Association, and from which disbursement shall be made, as provided herein, in the performance of functions by the Association under the Declaration or these Bylaws. Each of the Maintenance Funds shall be established as separate trust savings or trust checking accounts at a federally insured banking or lending institution. The Maintenance Funds shall include: (1) an Operating Fund for current expenses of the Association, and (2) a Capital Reserve Fund for replacements and repairs of the

Common Properties and other improvements within the Property to the extent necessary under the provisions of the Declaration and these Bylaws. The Board shall not commingle any amounts deposited into any of the Maintenance Funds.

All amounts deposited into the Operating Fund and the Capital Reserve Fund must be used solely for the common benefit of all of the Owners for purposes authorized by the Declaration and these Bylaws as they may be amended from time to time. Disbursements for the Capital Contribution Fund shall be made by the Board only for the respective purposes specified in this Article VIII, the Declaration and/or Restrictive Covenants. Disbursements from the Operating Fund shall be made by the Board for such purposes as are necessary for the discharge of its responsibilities herein and under the said Declaration and Restrictive Covenants for the common benefit of all the Lot Owners, other than those purposes for which disbursements from the Capital Contribution Fund are to be used. No provision contained herein shall limit, preclude or impair the establishment of other funds by the Association earmarked for specified purposes authorized by the Declaration and these Bylaws.

1.4. Notice of Budget. The Board of Directors shall send to each Lot Owner a copy of the budget, in a reasonable itemized form which sets forth the amount of the Common Expenses payable by each Lot Owner, at least thirty (30) days prior to the beginning of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Lot Owner's contribution for the Common Expenses of the Association.

1.5. Payment of Assessments. The payment and collection of the assessment made pursuant to the foregoing provisions shall be in accordance with the terms providing for the payment and collection of assessments in these Bylaws and in the Declaration including without limitation the right reserved to the Board to recover reasonable attorneys' fees, interests and costs.

1.6. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of the Lot Owner's obligation to pay his allocable share of the assessments as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Lot Owner shall continue to pay the assessment at the then existing rate established for the previous fiscal period until the new annual or adjusted budget shall have been mailed or delivered.

1.7. Capital Reserve Fund. The Board of Directors shall build up and maintain reasonable capital contributions for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against Capital Contribution Funds. If the Capital Contribution Funds are inadequate for any reason including non-payment of any Lot Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Lot Owners equally, and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment of all Lot Owners by a settlement in writing giving the amount and reason therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment. The payment and collection of the assessment made

pursuant to the foregoing provisions shall be in accordance with the terms providing for payment and collection of assessments in these Bylaws and in the Declaration, including without limitations, the right reserved to the Board to accelerate payments of assessments and the right to recovery of reasonable attorneys' fees, interest and costs.

Section 2. Collection of Assessment. The Board of Directors may take prompt action to collect any assessments due from an Owner which remain unpaid for more than thirty (30) days from the date due for payment thereof.

Section 3. Delinquency and Acceleration. Any installment of an assessment provided for in these Bylaws shall become delinquent if not paid on the due date as established by the Board of Directors of the Association, pursuant to the provisions hereof or pursuant to the Declaration. With respect to each installment of an assessment not paid within thirty (30) days after its due date, the Board of Directors may, at its election, require the delinquent Lot Owner to pay a reasonable late charge, together with interest at the maximum rate permitted by law on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Annual Assessment is not paid within thirty (30) days after its due date, the Board may mail a notice, by certified mail return receipt requested, to the Lot Owner and to each First Mortgagee of a Lot which has requested a copy of the notice. Such notice shall specify, in addition to any information required to be provided under the Declaration, (1) the fact that the assessment is delinquent; (2) the action required to cure the default; (3) a date, not less than thirty (30) days from the date the notice is mailed to the Lot Owner, by which such default must be cured; and (4) that failure to cure the default on or before the date specified in the notice may result in foreclosure by the Association against the Lot. If the delinquent installments of the assessments of whatever nature, and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the Annual Assessment for the then current fiscal year, attributable to that Lot Owner and his or its Lot(s) to be immediately due and payable without further demand and may enforce the collection of the full Annual Assessment and any other assessments and all charges thereon in any manner authorized by law, these Bylaws and the Declaration.

## **ARTICLE 9** **JOINT OWNERSHIP**

Membership may be held in the name of more than one person, corporation or other entity. In the event ownership is in more than one person, corporation or other entity, all of the Co-owners shall be entitled collectively to only the vote in the management of the affairs of the Association as set forth in the Articles of Incorporation, in the Declaration, and these Bylaws, and said vote may not be divided between Co-owners.

## **ARTICLE 10** **OBLIGATION OF MEMBERS**

In addition to other obligations and duties set out in the Declaration and these Bylaws every Lot Owner shall:

- (a) Pay all assessments levied by the Association as due and as provided in the Declaration.
- (b) Maintain, repair and replace, at his own cost and expense all portions of his Lot and improvements thereon requiring maintenance, repair, or replacement, as set forth in the Declaration and in the Restrictive Covenant instrument applicable to his or her section or phase of the subdivision, and subject to the right of the Architectural Review Committee to approve or disapprove alterations.
- (c) Conform to and abide by the Woodland Park Restrictions in regard to the use of his Lot, any improvements thereon, and the Common Properties which may be adopted in writing from time to time by the Board of Directors and the Association.

**ARTICLE 11**  
**NOTICE OF HEARING PROCEDURE**

Section 1. Suspension of Privileges. In the event of an alleged violation of the Declaration, these Bylaws or any other Rules and Regulations of the Association, and after written notice of such alleged failure is delivered (in the manner prescribed in Section 2 of Article 11 hereof) to the Lot Owner or any agent of the Lot Owner (the "Respondent") alleged to be in default, the Board shall have the right, after affording the Respondent an opportunity for an appropriate hearing as hereinafter provided, and upon an affirmative vote of a majority of all directors on the Board, to take any one or more of the following actions: (1) levy a special assessment if so provided in the Declaration and these Bylaws; (2) suspend or condition the right of said Lot Owner to use any facilities owned, operated or maintained by the Association; (3) suspend said Lot Owner's voting privileges in the Association as a Lot Owner, as further provided in the Declaration and these Bylaws; or (4) record a notice of noncompliance encumbering the Lots and/or residence of the Respondent. Any such suspension shall be for a period of not more than thirty (30) days for any non-continuing infraction, but in the case of a continuing infraction (including nonpayment of any assessment after the same becomes delinquent) suspension may be imposed for so long as the violation continues. No action against a Lot Owner arising from the alleged violation shall take effect prior to the expiration of (a) fifteen (15) days after the Lot Owner's receipt of the complaint pursuant to Section 2, and (b) five (5) days after the hearing required herein. The failure of the Board to enforce any Rules and Regulations of the Association, these Bylaws or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws, the Declaration, the Restrictive Covenants and the Articles of Incorporation shall be cumulative and none shall be exclusive. However, any individual Lot Owner must exhaust all available internal remedies of the Association prescribed by these Bylaws, or by the Woodland Park West Rules, provided, however, that the foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board or to any Lot Owner where the complaint alleges nonpayment of assessments.

Section 2. Written Complaint. A hearing to determine whether a right or privilege of the Respondent under the Declaration or these Bylaws should be suspended or conditioned, or whether a special assessment should be levied, shall be initiated by the filing of a written complaint by any Lot Owner or by any officer or member of the Board of Directors with the President of the Association

or other presiding members of the Board. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged, and a reference to the specific provisions of the Declaration, these Bylaws or the Woodland Park West Rules which the Respondent is alleged to have violated. A copy of the complaint shall be delivered by the Association to the Respondent in accordance with the notice procedures set forth in these Bylaws together with a statement which shall be substantially in the following form:

"Unless a written request for a hearing signed by or on behalf of the person named as "Respondent" in the accompanying complaint is delivered or mailed to the Board of Directors within fifteen (15) days after the complaint was delivered to you, the Board of Directors may proceed upon the complaint without a hearing, and you will have thus waived your right to a hearing. The request for a hearing may be made by delivering or mailing the enclosed form entitled "Notice of Defense" to the Board of Directors at the following address or at such other address as the Board may determine from time to time:

3609 Williams Drive  
Georgetown, Texas 78628

You may, but need not, be represented by counsel at any or all stages of these proceedings. If you desire the names and addresses of witnesses or an opportunity to inspect any relevant writings or items on file in connection with this matter in the possession, custody or control of the Board of Directors, you may contact the Board at the following address or at such other address as the Board may determine from time to time:

3609 Williams Drive  
Georgetown, Texas 78628

The Respondent shall be entitled to a hearing on the merits of the matter if the Notice of Defense is timely filed with the Board. The Respondent may file a separate statement by way of mitigation, even if he does not file a Notice of Defense.

Section 3. Notice of Hearing. If the Notice of Defense is timely filed, the Board shall deliver in the manner prescribed by the notice procedures set forth in these Bylaws a notice of hearing, on all interested parties at least ten (10) days prior to the hearing, if such hearing is requested by Respondent. The hearing shall be held no sooner than thirty (30) days, but not later than ninety (90) days after the complaint is mailed or delivered to the Respondent as provided in Section 2, above. The notice to the Respondent shall be substantially in the following form, but may include other information:

"You are hereby notified that a hearing will be held before the Board of Directors of the \_\_\_\_\_, at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ at the hour of \_\_\_\_\_ upon the charges made in the complaint served upon you. You may be present at the hearing, may but need not be represented by counsel, may present any

relevant evidence, and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to request the attendance of witnesses and the production of books, documents or other items by applying to the Board of Directors."

Section 4. Hearing. If the Notice of Defense is timely filed, the hearing shall be held before the Board in executive session on the date specified in the notice of hearing delivered to the Respondent. If the Notice of Defense is not timely filed, the Respondent's right to a hearing shall be waived and the Board, in executive session, may proceed upon the complaint without a hearing. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director or other person who mailed or delivered such notice. The notice requirement shall be considered satisfied if the Respondent appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

## **ARTICLE 12** **MISCELLANEOUS**

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Funds. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Checks. All checks or demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 5. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

Section 6. Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors, and committees having any authority of the Board of Directors, and shall keep at the registered or principal office all books and records of the Association for inspection by any director or his agent or attorney for any proper purpose at any reasonable time.

Section 7. Inspection of Books. Any person who is a Lot Owner, upon written demand stating the purpose thereof, shall have the right to examine, in person or by agent or attorney, at any reasonable time or times, for any proper purpose, the books and records of account, minutes and

records of the Members of the Association. Such person shall have the right to make extracts therefrom.

Section 8. Financial Records.

8.1. Records. The Association shall maintain current true and accurate financial records with full and correct entries made with respect to all financial transactions of the Association, including all income and expenditures, in accordance with generally accepted accounting practices.

8.2. Annual Reports. Based on these records, the Board of Directors shall annually prepare or approve a report of the financial activity of the Association for the preceding year. The report must conform to accounting standards as promulgated by the American Institute of Certified Public Accountants and must include a statement of support, revenue, and expenses and changes in fund balances, a statement of functional expenses, and balance sheets for all funds.

8.3. Location of Financial Records and Reports. All records, books, and annual reports of the financial activity of the Association shall be kept at the registered office or principal office of the Association in this state for at least three years after the closing of each fiscal year and shall be available to all Lot Owners and their First Mortgagees for inspection and copying there during normal business hours. The Association may charge for the reasonable expense of preparing a copy of a record or report.

Section 9. Notices. All notices, demands, bills, statement or other communications under these Bylaws shall be in writing and shall be considered to have been duly given if delivered personally or if sent by U. S. first class, prepaid mail unless required to be sent by other methods in the Declaration or these Bylaws.

9.1. Owner. Notice to a Lot Owner, shall be sent to the address which the Lot Owner has designated in writing and filed with the Secretary, or if no such address is designated, at the address of the residence of such Lot Owner; or

9.2. Association. Notice to the Association, the Board of Directors, or the Manager, if any, shall be sent for principal office of one of them, or at such other address as shall be designated by the notice in writing to the Lot Owners pursuant to this Section.

Section 10. Invalidity. The invalidity of any part of these By laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 11. Corporate Seal. The Board of Directors may provide a seal of the Association, which seal shall include the full name of the Association.

**ARTICLE 13**  
**AMENDMENTS**

Section 1. Power to Amend. These Bylaws may be altered, amended, or repealed at any meeting of the Members at which a quorum is present, by the affirmative vote of a majority of the Members present at such meeting, provided notice of the proposed alteration, amendment, or repeal be contained in the notice of such meeting. Provided, however, during such period as Declarant owns any Lot, the affirmative vote of Declarant shall be required to effect any such amendment. Any amendment to these Bylaws which would conflict with the provisions of the Articles of Incorporation, the Declaration or other applicable restrictive covenants shall be ineffective unless and until the appropriate provisions of the Articles of Incorporation, the Declaration or other applicable restrictive covenants, whether one or more, as the case may be, are so amended in accordance with their respective amendment procedures.

Section 2. Declarant reserves the right during the Declarant Control Period as defined in the Declaration, without joinder or consent of any Lot Owner or Mortgagee, to amend these Bylaws for the purpose of resolving or clarifying any conflicts or ambiguities herein or any conflicts among these Bylaws and the Declaration, the applicable restrictive covenants and the Articles of Incorporation, or correcting any inadvertent misstatement, errors or omissions herein, or to comply with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veteran's Administration or the Federal Housing Administration, provided that no such amendment shall change the vested property rights of any Lot Owner.

**ARTICLE 14**  
**CONFLICT**

In the case of a conflict between the Articles of Incorporation and the Bylaws, the Articles shall control and in case of conflict between the Declaration and these Bylaws, the Declaration shall control.

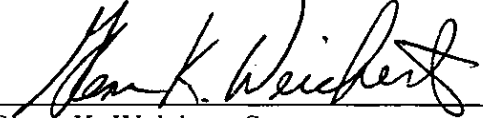
**CERTIFICATION**

I, the undersigned, do hereby certify:

THAT I am the duly elected Secretary of the Homeowners' Association For Woodland Park West, Inc., a Texas non-profit corporation, and

THAT the foregoing Bylaws constitute the Bylaws of said Association, as duly approved by the Unanimous Written Consent of Directors In Lieu of Organizational Meeting, effective June 7, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 7th day of June 2006.

  
\_\_\_\_\_  
Glenn K. Weichert, Secretary

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS 2008011400

*Nancy E. Rister*

02/13/2008 01:48 PM

PHERBRICH \$112.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS



**RESOLUTIONS OF THE BOARD OF DIRECTORS  
ADOPTING RULES FOR The HOA of Woodland Park, Inc.**

I, John Collins, President of The HOA of Woodland Park, Inc., a not for profit corporation duly organized and existing under the laws of the State of Texas, (the "Association") do hereby certify that the records and minutes of the proceedings of the Board of Directors of said Corporation, and that on the April 15, 2008 there was duly and legally held meeting of said Board of Directors at which a quorum of the Directors was present and acting throughout, and at said meeting the following resolutions were unanimously adopted:

All restrictions of the declaration and bylaws are by reference incorporated into the rules. In addition to the declaration and bylaws, the Board adopts the following rules:

- 1) "Non-assessment items first. All monies received from an owner may be applied first to *non-assessment obligations* of the Owner, such as *finer, late charges, returned check charges, attorney's fees, user fees, damages, etc.*, regardless of notations on checks and transmittal letters."
- 2) Standard Violation Process in accordance to Article 5.4 (f) of the Master Declaration:
  - 1<sup>st</sup> Violation – Friendly Reminder
  - 2<sup>nd</sup> Violation- warning of Fine
  - 3<sup>rd</sup> Violation with Fine - \$25.00
  - 4<sup>th</sup> Violation with Fine - \$50.00
  - 5<sup>th</sup> Violations thereafter - \$100.00

\*If a violation that has been noted has been cured and remains in compliance for a consecutive six months, the violation will then be closed, however, if the violation is not cured, additional notices and fines will ensue according to the above referenced fining process.
- 3) The Board reserves the right to alter the standard violation process (including the right to reduce or increase the fines) if, in its sole discretion, alternate action is warranted.

Approved this 24 day of April, 2008.

The HOA of Woodland Park Property Owners Association

By: [Signature]  
Title: President

FURTHER RESOLVED, that these rules shall be effective upon execution.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of said Corporation, this 24 day of

April 2008.

[Signature]  
Secretary

ACKNOWLEDGEMENT

THE STATE OF TEXAS  
COUNTY OF Williamson

This instrument was acknowledged before me on April 24<sup>th</sup>, 2008.

by John Collins, in the capacity stated above.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24<sup>th</sup> day of April 2008.



[Signature]  
Notary Public  
CHRISTINE GAMACHE

Return to:

Alliance Association Management  
15912 RR 620 North, Suite 205  
Austin, Texas 78717

①

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS 2008032484

*Nancy E. Rister*

04/29/2008 08:22 AM

PHERBRICH \$16.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS



STATE OF TEXAS §

COUNTY OF WILLIAMSON §

AMENDMENT TO BYLAWS OF THE HOMEOWNERS ASSOCIATION FOR WOODLAND PARK OF GEORGETOWN, INC.

Document reference. Reference is hereby made to those certain Bylaws for The Homeowners Association for Woodland Park of Georgetown, Inc., attached as an exhibit to that certain Certificate of Resolution and Incumbency of The Homeowners Association for Woodland Park of Georgetown, Inc., filed as Document No. 2006008627 in the Official Public Records of Williamson County, Texas (the "Bylaws").

WHEREAS The Homeowners Association for Woodland Park of Georgetown, Inc. (the "Association") is governed in accordance with the Bylaws;

WHEREAS Article 5, Section 2, and Article 13, Section 1, of the Bylaws provide the procedures by which the Bylaws can be amended by vote of the Association's members and the Declarant; and

WHEREAS at a meeting of the Association's members held on January 28, 2008, the members of the Association and the Declarant did vote in accordance with the requisite procedures to amend the Bylaws as provided below;

THEREFORE the Bylaws have been, and by these presents are, amended as follows:

1. By amending and restating Article 5, Section 2 (Number of Directors) so that it reads in its entirety as follows:

"Section 2. Number of Directors. The number of Directors shall be five (5). The number of Directors may be increased or decreased, from time to time, by amendment of these Bylaws, upon a two-thirds (2/3rds) vote of the Members at an annual meeting or at a special meeting called for such purpose; provided, however, that the number of Directors shall not be decreased to less than three (3). Additionally, no decrease shall have the effect of shortening the term of any incumbent Director. A Director need not be an officer, director or designee of Declarant, and need not be a Lot Owner, a mortgagee of Lots or a resident of the State of Texas."

2. By amending and restating Article 5, Section 3 (Election and Term of Office) so that it reads in its entirety as follows:

"Section 3. Election and Term of Office. Directors shall be elected by the Members at the annual meeting of the Members. Each Director shall serve a two-year term. Unless removed in accordance with these Bylaws, each Director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified. Directors shall serve staggered terms. To institute the stagger, and notwithstanding the general two-year terms provided for above, at the first Director election held after the creation of staggered terms, the Members shall elect five Directors, two of whom shall be elected to an initial term of one year. The other three Directors shall be elected to full, two-year initial terms. Thereafter, all Directors shall be elected to two-year terms."

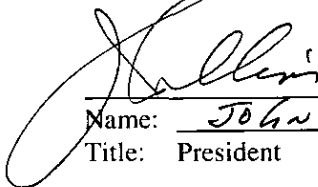
Subject solely to the amendments provided above, the Bylaws remain in full force and effect.

AGREED TO and ADOPTED by the members of the Association on the 28th day of January, 2008.

**THE HOMEOWNERS ASSOCIATION FOR  
WOODLAND PARK OF GEORGETOWN, INC**

**Certification**

I, John Collins, in my capacity as President of The Homeowners Association for Woodland Park of Georgetown, Inc., do hereby certify that this amendment was noticed and approved by the members of the Association and the Declarant, in accordance with the requirements for such an amendment under the Bylaws.

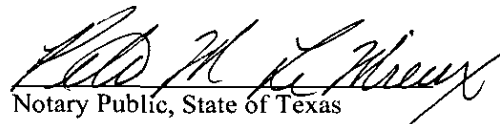
  
Name: JOHN COLLINS  
Title: President

**Acknowledgement**

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

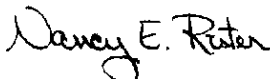
This instrument was acknowledged before me on the 23<sup>rd</sup> day of December, 2008, by Peter M Lemieux in the capacity stated above.

  
Notary Public, State of Texas

① After recording, please return to:  
Niemann & Niemann, L.L.P.  
Attorneys At Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701



**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2009000570



01/06/2009 09:08 AM

CMCNEELY \$20.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

Fileserver:CLIENTS:WoodlandParkofGeo.:BylawsAmend.doc



**Homeowners' Association for Woodland Park West, Inc.  
Management Certificate**

**This Management Certificate is recorded pursuant to Chapter 209.004 of the Texas Property Code, and is as follows:**

**The name of the subdivision is:** Woodland Park West

**The name of the Association is:** Homeowners' Association for Woodland Park West, Inc.

**The recording data for the subdivision is:**

Woodland Park West – Phase 1, a subdivision in Williamson County, Texas, according to the map or plat of record in Cabinet AA, Slide 57, of the Plat Records of Williamson County, Texas and Woodland Park West - Phase 3-A, a subdivision in Williamson County, Texas, according to the map or plat of record in Cabinet FF, Slide 317 of the Plat Records of Williamson County, Texas and Woodland Park West - Phase 4, a subdivision in Williamson County, Texas, according to the map or plat of record in Cabinet CC, Slide 379, of the Plat Records of Williamson County, Texas and Woodland Park West - Phase 5, a subdivision in Williamson County, Texas, according to the map or plat of record in Cabinet EE, Slide 137, of the Plat Records of Williamson County, Texas.

**The recording data for the Declaration is:**

Declaration of Covenants, Conditions and Restrictions for Woodland Park West Phase 1 filed on May 11, 2005 and recorded in Document No. 2005035142 of the Official Public Records of Williamson County, Texas and First Amendment and Restatement Woodland Park West Master Declaration of Covenants, Conditions and Restrictions filed on August 2, 2006 and recorded in Document No. 2006065141 of the Official Public Records of Williamson County, Texas and Supplemental Declaration of Covenants, Conditions and Restrictions for Woodland Park West-Phase 3A filed on June 9, 2009 and recorded in Document No. 2009040610 of the Official Public Records of Williamson County, Texas and Supplemental Declaration of Covenants, Conditions and Restrictions for Woodland Park West - Phase 4 filed on February 9, 2007 and recorded in Document No. 2007010935 of the Official Public Records of Williamson County, Texas.

**The following documents have been recorded to incorporate the Association:**

Articles of Incorporation of Homeowners' Association for Woodland Park West, Inc. filed in the Office of the Secretary of State of Texas on June 7, 2006.

**The following are additional documents that have been filed and recorded with Williamson County, Texas:**

Amendment to Plat and Restrictions Woodland Park West – Phase 1 filed on September 19, 2005 and recorded in Document No. 2005074001 of the Official Public Records of Williamson

County, Texas and Amendment to Plat and Restrictions Woodland Park West – Phase 3A filed on June 9, 2009 and recorded in Document No. 2009040608 of the Official Public Records of Williamson County, Texas;

Bylaws of Homeowners' Association for Woodland Park West, Inc. filed on February 13, 2008 and recorded in Document No. 2008011400 of the Official Public Records of Williamson County, Texas;

Ratification of Subdivision Plat filed on January 29, 2007 and recorded in Document No. 2007007240 of the Official Public Records of Williamson County, Texas and Ratification of Covenants, Conditions and Restrictions and Subdivision Plat filed on June 9, 2009 and recorded in Document No. 2009040609 of the Official Public Records of Williamson County, Texas.

**The following documents have been recorded to annex or add land to the Declaration:**

None other than those listed as amendments to Declaration listed above.

**The mailing address of the Association and the name and mailing address of the person/entity managing the Association is:**

Homeowners' Association for Woodland Park West, Inc.  
c/o RealManage  
16200 Addison Rd, Suite 150  
Addison, TX 75001

**Other information the Association considers appropriate is:**

Information may be obtained by calling the Association's Management Company at 866-473-2573;

Resale certificates are requested via the RealManage Closing Portal at [www.realmanage.com/closingportal](http://www.realmanage.com/closingportal).

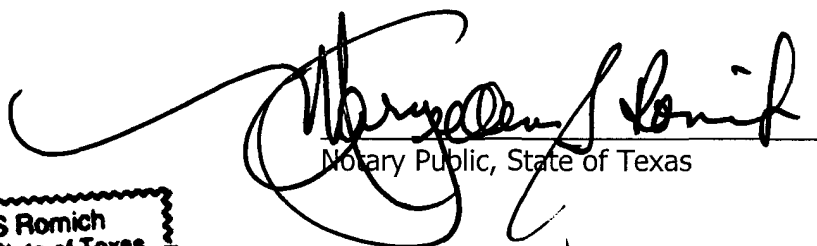


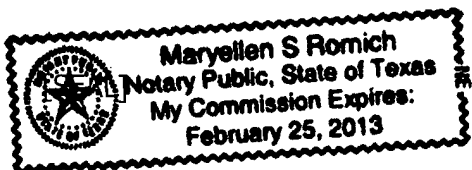
Cheryl Bleiler Veldman  
Managing Agent,  
Homeowners' Association for Woodland Park West, Inc., RealManage

**ACKNOWLEDGMENT**

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF WILLIAMSON**       §

This instrument was acknowledged before me on NOVEMBER 4, 2009 by Cheryl Bleiler Veldman, managing agent of Homeowners' Association for Woodland Park West, Inc., a Texas nonprofit corporation, on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public, State of Texas

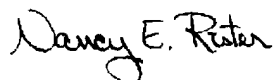


MARYELLEN S. ROMICH  
\_\_\_\_\_  
Typed or printed name  
My commission expires: 02-25-13

(6)

After Recording Return to:  
RealManage  
10800 Pecan Parkway, Ste 100  
Austin, TX 78750

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS 2009081150**

  
11/05/2009 12:33 PM  
SURRETT \$24.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

Official Public Records

*Nancy E. Rister*

Nancy E. Rister, County Clerk

2012 Feb 09 08:13 AM

Fee: \$ 68.00 Pages: 14

Williamson County Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**RULES AND REGULATIONS  
THE HOMEOWNERS ASSOCIATION FOR  
WOODLAND PARK OF GEORGETOWN, INC.**

**Document reference.** Reference is hereby made to that certain Woodland Park of Georgetown Master Declaration of Covenants, Conditions and Restrictions filed as Document No. 2005089895 in the Official Public Records of Williamson County, Texas, on November 9, 2005. (This instrument, together with amending and supplementing instruments filed of record as Document Nos. 2006001464, 2007094436 and 2008011782 in the Official Public Records of Williamson County, Texas, is referred to herein as the "**Master Declaration**".)

Reference is further made to that certain instrument entitled Georgetown Woodland Park, Ltd. (Section 1A) Restrictions filed as Document No. 2000027664 on May 3, 2000; and that certain instrument entitled Georgetown Woodland Park, Ltd. (Section 1B) Restrictions filed as Document No. 2001046779 on July 3, 2001, both in the Official Public Records of Williamson County, Texas. (These two instruments are cumulatively referred to herein as the "**Section 1A-1B Restrictions**".)

Reference is further made to that certain instrument entitled Georgetown Woodland Park, Ltd. (Section 3A) Restrictions filed as Document No. 2002090285 on November 14, 2002; that certain instrument entitled Georgetown Woodland Park, Ltd. Woodland Park (Phase 3B) Restrictions filed as Document No. 2004076487 on September 30, 2004; that certain instrument entitled Crockett Springs, Ltd. Woodland Park (Section 3C) Restrictions filed as Document No. 2003064225 on July 9, 2003; and that certain instrument entitled Georgetown Woodland Park, Ltd. (Phase 4A) Restrictions filed as Document No. 2005054169 on July 15, 2005, all in the Official Public Records of Williamson County, Texas. (These four instruments are cumulatively referred to herein as the "**Section 3A-4A Restrictions**".) (The Section 1A-1B Restrictions and the Section 3A-4A Restrictions are cumulatively referred to herein as the "**Prior Restrictions**".)

Reference is further made to that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Woodland Park, Phase 4B, Georgetown, Texas filed as Document No. 2007094436 in the Official Public Records of Williamson County, Texas (the "**Section 4B Restrictions**").

Reference is further made to those certain Bylaws The Homeowners Association for Woodland Park of Georgetown, Inc., attached as an exhibit to that certain Certificate of Resolution and Incumbency of The Homeowners Association for Woodland Park of Georgetown, Inc., filed as Document No. 2006008627, and that certain Amendment to Bylaws of The Homeowners Association for Woodland Park of Georgetown, Inc., filed as Document No. 2009000570, both in the Official Public Records of Williamson County, Texas (cumulatively, the "**Bylaws**").

Reference is further made to that Clarification of Applicability of Woodland Park of Georgetown Master Declaration of Covenants, Conditions and Restrictions, filed of record in Document No. 2009029414 of the Official Public Records of Williamson County, Texas ("**Clarification Document**".)

Reference is further made to that Amendment to Woodland Park of Georgetown Master Declaration of Covenants, Conditions and Restrictions (officially amending the Master Declaration to reflect the terms of the Clarification Document), filed of record in Document No. 2009054164 of the Official Public Records of Williamson County, Texas.

All of the above-referenced documents, and all amendments thereto, cumulatively are referred to herein as the "Restrictions".

The Master Declaration (Section 5.4) and Bylaws (Section 5.4) give the board of directors of The Homeowners Association for Woodland Park, of Georgetown, Inc. ("Association") the authority to adopt rules for the Association. The Board has adopted the following rules ("Rules").

WHEREAS the Board has voted to adopt the additional Rules attached as Exhibit "A" to supplement the previously-adopted Rules; however *the Collection and Enforcement Rule attached supersedes and replaces the previously-recorded rule in document no. 2008032484;*

THEREFORE the additional Rules attached as Exhibit "A" have been, and by these presents are, ADOPTED and APPROVED.

Subject solely to the amendments contained in Exhibit "A", the Rules remain in full force and effect.

**WOODLAND PARK OF GEORGETOWN, INC.**

Acting by and through its Board of Directors

Signature: *Terry L. Brown*  
Printed Name: TERRY L. BROWN  
Title: PRESIDENT

Exhibit "A": Additional Rules

Acknowledgements

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was executed before me on the 7 day of FEBRUARY, 2012, by TERRY BROWN in the capacity stated above.

*K. Williams*  
Notary Public, State of Texas

EXHIBIT "A"

TABLE OF CONTENTS

Section I. Flags  
Section II. Solar Energy Devices  
Section III. Rain Barrels and Rainwater Harvesting Systems  
Section IV. Religious Displays  
Section V. Record Production



<b>Section VI.</b>	<b>Record Retention</b>
<b>Section VII.</b>	<b>Payment Plans</b>
<b>Section VIII.</b>	<b>Voting</b>
<b>Section IX.</b>	<b>Transfer Fees</b>
<b>Section X.</b>	<b>Email Addresses</b>
<b>Section XI.</b>	<b>Collection and Enforcement</b>

## **SECTION I. FLAGS**

1. **General.** An Owner may display flags only on his or her Lot and only in compliance with this Section. An Owner may not display flags on the Common Areas, or on any other lands owned or maintained by the Association, for any reason or at any time. An Owner may have one flagpole, or one residence-mounted flag mount, but not both.
  
2. **Prior Approval Required.** All flagpoles, flag mounts, and related installations (e.g., flag lighting) must be approved in advance by the Association's Architectural Review Committee (ARC). An Owner desiring to display a permitted flag must submit plans to the (ARC) for each installation, detailing the dimensions, type, location, materials, and style/appearance of the flagpole, flag mount(s), lighting and related installations. The Association's (ARC) shall have the sole discretion of determining whether such items and installations comply with this Section, subject to any appeal rights that may exist elsewhere in the Association's governing documents or under State law.
  
3. **Additional Requirements Related to Flags.**
  - a. Flags must be displayed on an approved flag mount or flagpole. Flags may not be displayed in any other manner.
  - b. No more than one flag at a time may be displayed on a flag mount. No more than two flags at time may be displayed on a flagpole.
  - c. Flags on flagpoles must be hoisted, flown, and lowered in a respectful manner.
  - d. Flags must never be flown upside down and must never touch the ground.
  - e. No mark, sign, insignia, design, or advertising of any kind may be added to a flag.
  - f. If both the U.S. and Texas flags are displayed on a flagpole, they must be of approximately equal size.
  - g. If the U.S. and Texas flags are flown on one pole, the U.S. flag must be the highest flag flown and the Texas flag the second highest.
  - h. Only all-weather flags may be displayed during inclement weather.
  - i. Flags must be no larger than 3'x5' in size.
  - j. Flags may not contain commercial material, advertising, or any symbol or language that may be offensive to the ordinary person.
  - k. A pennant, banner, plaque, sign or other item that contains a rendition of a flag does not qualify as a flag under this Section.
  
4. **Materials and Appearance of Flag Mounts and Flagpoles.** A flag mount attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials (per the discretion of the ARC) used in the construction of the mount or flagpole and harmonious with the dwelling.
  
5. **Additional Requirements for Flagpoles.** The following additional requirements shall apply to flagpoles installed on Lots:
  - a. No more than one flagpole may be installed on a Lot;
  - b. The flagpole must be free-standing and installed vertically;
  - c. The flagpole must be no greater than 20 feet in height measured from grade level;

- d. The location and construction of the flagpole must comply with applicable zoning ordinances, may not be located in any easements (including drainage easements), and must comply with all setback requirements;
  - e. Unless otherwise approved by the ARC, the location of the pole must be within 10 feet of one of the side-most building lines of the home, and within 10 feet of the front most building line of the home. The ARC may require the pole to be installed on a particular side or otherwise require a particular location;
  - f. No trees may be removed for pole installation; and
  - g. An Owner must ensure that external halyards (hoisting ropes) used in combination with a flagpole do not create an unreasonable amount of noise.
6. Lighting of Flag Displays. Any lights installed for the purpose of illuminating a flag must be pre-approved by the Association. Such light installations must be of a reasonable size and intensity and placed in a reasonable location, for the purpose of ensuring that the lights do not unreasonably disturb or distract other individuals. All flag illumination lighting must be specifically dedicated to that purpose. No other lighting, whether located inside or outside of the residence, may be directed toward a displayed flag for purposes of illuminating the flag (e.g., security flood or spot lights may not be oriented toward a displayed flag).
7. Maintenance. An Owner is responsible for ensuring that a displayed flag, flagpole, flag mount(s), lighting and related installations are maintained in good and attractive condition at all times at the Owner's expense. Any flag, flagpole, flag mount, light, or related installation or item that is in a deteriorated or unsafe condition must be repaired, replaced, or removed promptly upon the discovery of its condition.

## **SECTION II. SOLAR ENERGY DEVICES**

1. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary.
2. Prior Approval Required. An Owner may install solar energy devices only on property solely owned and solely maintained by the Owner, and only in accordance with the restrictions provided herein. Owners may not install solar energy devices except in accordance with the restrictions provided herein. Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the ARC. The plans must provide an as-built rendering, and detail the location, size, materials, and color of all solar devices, and provide calculations of the estimated energy production of the proposed devices.
3. Definition. In this section, "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. All solar devices not meeting this definition are prohibited.
4. Prohibited Devices. Owners may not install solar energy devices that:
  - a. threaten the public health or safety;
  - b. violate a law;
  - c. are located on property owned by the Association;
  - d. are located in an area owned in common by the members of the Association;
  - e. are located in an area on the property Owner's property other than:
    - i. on the roof of the home (or of another structure on the Owner's lot allowed under the Association's governing documents); or
    - ii. in a fenced yard or patio owned and maintained by the Owner;
  - f. are installed in a manner that voids material warranties;
  - g. are installed without prior approval by the ARC; or

- h. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. *This determination may be made at any time, and the ARC may require removal of any device in violation of this or any other requirement.*
5. Limitations on Roof-Mounted Devices. If the device is mounted on the roof of the home, it must:
- a. extend no higher than or beyond the roofline;
  - b. be located only on the back of the home – the side of the roof opposite the street. The ARC may grant a variance in accordance with state law if the alternate location is substantially more efficient<sup>1</sup>;
  - c. conform to the slope of the roof, and have all top edges parallel to the roofline; and
  - d. not have a frame, a support bracket, or visible piping or wiring that is any color other than silver, bronze, or black tone commonly available in the marketplace.
6. Limitations on Devices in a Fenced Yard or Patio. If the device is located in a fenced yard or patio, it may not be taller than the fence line.
7. Solar shingles. Any solar shingles must:
- a. Be designed primarily to:
    - i. be wind and hail resistant;
    - ii. provide heating/cooling efficiencies greater than those provided by customary composite shingles; or
    - iii. provide solar generation capabilities; and
  - b. When installed:
    - i. resemble the shingles used or otherwise authorized for use on property in the subdivision;
    - ii. be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision; and
    - iii. match the aesthetics of the property surrounding the Owner's property.

### **SECTION III. RAIN BARRELS AND RAINWATER HARVESTING SYSTEMS**

1. Pre Approval Required. Owners may install rain barrels or rainwater harvesting systems only with pre-approval from the Association, and only in accordance with the restrictions described in this Section.
2. Prohibited Locations. Owners are prohibited from installing rain barrels or rainwater harvesting systems, **or any part thereof**, in the following locations:
- a. on property owned by the Association;
  - b. on property owned in common by the members of the Association; or
  - c. on property between the front of the Owner's home and an adjoining or adjacent street.
3. Pre-Approval Required for All Rain Barrels or Rainwater Harvesting Systems. Prior to any installation of any rain barrel or rain harvesting system (or any part thereof), prior written permission must be received from the ARC.

Owners wishing to install such systems must submit plans showing the proposed location, color(s), material(s), shielding, dimensions of the proposed improvements, and whether any part

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<sup>1</sup> If an alternate location increases the estimated annual energy production of the device more than 10 percent above the energy production of the device if located on the back of the home, the Association will authorize an alternate location in accordance with these rules and state law. It is the Owner's responsibility to determine and provide sufficient evidence to the ARC of all energy production calculations. All calculations must be performed by an industry professional.

of the proposed improvements will be visible from the street, another lot, or a common area (and if so, what part(s) will be visible). The location information must provide information as to how far (in feet and inches) the improvement(s) will be from the side, front, and back property line of the Owner's property.

4. Color and Other Appearance Restrictions. Owners are prohibited from installing rain barrels or rainwater harvesting systems that:
  - a. are of a color other than a color consistent with the color scheme of the Owner's home;
  - b. display any language or other content that is not typically displayed by such a barrel or system as it is manufactured; or
  - c. are not constructed in accordance with plans approved by the Association.
5. Additional Restrictions if Installed in Side Yard or Improvements are Visible. If any part of the improvement is installed in a side yard, or will be visible from the street, another lot, or common area, the Association may impose restrictions on the size, type, materials, and shielding of, the improvement(s) (through denial of plans or conditional approval of plans).

#### **SECTION IV. RELIGIOUS DISPLAYS**

1. General. State statute allows owners to display certain religious items in the owner's entry, and further allows the association to impose certain limitations on such entry displays. The following rule outlines the limitations on religious displays in an owner's entry area. Notwithstanding any other language in the governing documents to the contrary, residents may display on the entry door or doorframe of the resident's dwelling one or more religious items, subject to the restrictions outlined in Paragraph 2 below. Allowed religious displays are limited to displays motivated by the resident's sincere religious belief.
2. Prohibited Items. No religious item(s) displayed in an entry area may:
  - a. threaten the public health or safety;
  - b. violate a law;
  - c. contain language, graphics, or any display that is patently offensive to a passerby;
  - d. be located anywhere other than the main entry door or main entry door frame of the dwelling;
  - e. extend past the outer edge of the door frame of the door; or
  - f. have a total size (individually or in combination) of greater than 25 square inches.
3. Remedies for Violation of this Section. Per state statute, if a religious item(s) is displayed in violation of this Section, the Association may remove the offending item without prior notice. This remedy is in addition to any other remedies the Association may have under its other governing documents or State law.
4. Seasonal Religious Holiday Decorations. This rule will not be interpreted to apply to otherwise-permitted temporary seasonal religious holiday decorations such as Christmas lighting or Christmas wreaths. The Board has the sole discretion to determine what items qualify as Seasonal Religious Holiday Decorations and may impose time limits and other restrictions on the display of such decorations. Seasonal Religious Holiday Decorations must comply with all other provisions of the governing documents, but are not subject to this Section.
5. Other displays. Non-religious displays in the entry area to an owner's dwelling and all displays (religious or otherwise) outside of the entry area to an owner's dwelling are governed by other applicable governing document provisions.

#### **SECTION V. RECORD PRODUCTION**

1. Effective Date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section is January 1, 2012.
2. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
3. Request for Records. The Owner or the Owner's authorized representative requesting Association records must submit a written request by certified mail to the mailing address of the Association or authorized representative as reflected on the most current filed management certificate. The request must contain:
  - a. sufficient detail to describe the books and records requested, and
  - b. an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.
4. Timeline for record production.
  - a. If inspection requested. If an inspection is requested, the Association will respond within 10 business days by sending written notice by mail, fax, or email of the date(s) and times during normal business hours that the inspection may occur. Any inspection will take place at a mutually-agreed time during normal business hours, and the requesting party must identify any books and records the party desires the Association to copy.
  - b. If copies requested. If copies are requested, the Association will produce the copies within 10 business days of the request.
  - c. Extension of timeline. If the Association is unable to produce the copies within 10 business days of the request, the Association will send written notice to the Owner of this by mail, fax, or email, and state a date, within 15 business days of the date of the Association's notice, that the copies or inspection will be available.
5. Format. The Association may produce documents in hard copy, electronic, or other format of its choosing.
6. Charges. Per state law, the Association may charge for time spent compiling and producing all records, and may charge for copy costs if copies are requested. Those charges will be the maximum amount then-allowed by law under the Texas Administrative Code. The Association may require advance payment of actual or estimated costs. As of July, 2011, a summary of the maximum permitted charges for common items are:
  - a. Paper copies - 10¢ per page
  - b. CD - \$1 per disc
  - c. DVD - \$3 per disc
  - d. Labor charge for requests of more than 50 pages - \$15 per hour
  - e. Overhead charge for requests of more than 50 pages - 20% of the labor charge
  - f. Labor and overhead may be charged for requests for fewer than 50 pages if the records are kept in a remote location and must be retrieved from it
7. Private Information Exempted from Production. Per state law, the Association has **no obligation** to provide information of the following types:
  - a. Owner violation history
  - b. Owner personal financial information
  - c. Owner contact information other than the owner's address
  - d. Information relating to an Association employee, including personnel files
8. Existing Records Only. The duty to provide documents on request applies only to existing books and records. The Association has no obligation to create a new document, prepare a summary of information, or compile and report data.

## **SECTION VI. RECORD RETENTION**

1. **Effective Date.** Notwithstanding any language to the contrary and regardless of the date of adoption of these rules, the effective date of this Section relating to record retention is January 1, 2012.
2. **Conflict with Other Provisions.** Per state law, this Section relating to record retention controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
3. **Record Retention.** The Association will keep the following records for at least the following time periods:
  - a. Contracts with terms of at least one year; 4 years after expiration of contract
  - b. Account records of current Owners; 5 years
  - c. Minutes of Owner meetings and Board meetings; 7 years
  - d. Tax returns and audits; 7 years
  - e. Financial books and records (other than account records of current Owners); 7 years
  - f. Governing documents, including Articles of Incorporation/Certificate of Formation, Bylaws, Declaration, Rules, and all amendments; permanently
4. **Other Records.** Records not listed above may be maintained or discarded in the Association's sole discretion.

## **SECTION VII. PAYMENT PLANS**

1. **Effective date.** Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section relating to payment plans is January 1, 2012.
2. **Eligibility for Payment Plan.**

**Standard payment plans.** An Owner is eligible for a Standard Payment Plan (*see* Rule (3) below) *only if*:

  - a. The Owner has not defaulted under a prior payment plan with the Association in the prior 24-month period;
  - b. The Owner requests a payment plan no later than 30 days after the Association sends notice to the Owner via certified mail, return receipt requested under Property Code §209.0064 (notifying the owner of the amount due, providing 30 days for payment, and describing the options for curing the delinquency). Owner is responsible for confirming that the Association has received the Owner's request for a payment plan within this 30-day period. It is recommended that requests be in writing; and
  - c. The Association receives the executed Standard Payment Plan and the first payment within 15 days of the Standard Payment Plan being sent via email, fax, mail, or hand delivered to the Owner.

**Other payment plans.** An Owner who is not eligible for a Standard Payment Plan may still request that the Association's Board grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handing the collection of the debt (i.e., the property manager or Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board.
3. **Standard Payment Plans.** The terms and conditions for a Standard Payment Plan are:

- a. Term. Standard Payment Plans are for a term of 6 months. (See also Paragraph 6 for Board discretion involving term lengths.)
  - b. Payments. Payments will be made at least monthly and will be roughly equal in amount or have a larger initial payment (small initial payments with a large balloon payment at the end of the term are not allowed). Payments must be received by the Association at the designated address by the required dates and may not be rejected, returned or denied by the Owner's bank for any reason (i.e., check returned NSF). The association may require ACH (automated/auto debit) payments under any plan.
  - c. Assessments and other amounts coming due during plan. The Owner will keep current on all additional assessments and other charges posted to the Owner's account during the term of the payment plan, which amounts may but need not be included in calculating the payments due under the plan.
  - d. Additional charges. The Owner is responsible for reasonable charges related to negotiating, preparing and administering the payment plan, and for interest in the amount of 12% all of which shall be included in calculating the total amount due under the plan and the amount of the related payments. The Owner will not be charged late fees or other charges related to the delinquency during the time the owner is complying with all terms of a payment plan.
  - e. Contact information. The Owner will provide relevant contact information and keep same updated.
  - f. Additional conditions. The Owner will comply with such additional conditions as stated in the plan document.
  - g. Default. The Owner will be in default under the plan if the Owner fails to comply with any requirements of these rules or the payment plan agreement.
4. Account Sent to an Attorney/Agent for Formal Collections. An Owner does not have the right to a Standard Payment Plan after the 30-day timeframe referenced in Paragraph 2(b). Once an account is sent to an attorney or agent for collection, the delinquent Owner must communicate with that attorney or agent to arrange for payment of the debt. The decision to grant or deny the Owner an alternate payment plan, and the terms and conditions of any such plan, is solely at the discretion of the Board.
  5. Default. If the Owner defaults under any payment plan, the Association may proceed with any collection activity authorized under the governing documents or state law without further notice. If the Association elects to provide notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. All late fees and other charges that otherwise would have been posted to the Owner's account may also be assessed to the Owner's account in the event of a default.

Any payments received during a time an Owner is in default under any payment plan may be applied to out-of-pocket costs (including attorneys fees for administering the plan), administrative and late fees, assessments, and fines (if any), in any order determined by the Association, except that fines will not be given priority over any other amount owed but may be satisfied proportionately (e.g. a \$100 payment may be applied proportionately to all amounts owed, in proportion to the amount owed relative to other amounts owed).
  6. Board Discretion. The Association's Board may vary the obligations imposed on Owners under these rules on a case-by-case basis, including curtailing or lengthening the payment plan terms (so long as the plan is between 3 and 18 months), as it may deem appropriate and reasonable. The term length set forth in Paragraph 3 shall be the default term length absent Board action setting a

different term length. No such action shall be construed as a general abandonment or waiver of these rules, nor vest rights in any other Owner to receive a payment plan at variance with the requirements set forth in these rules.

7. Legal Compliance. These payment plan rules are intended to comply with the relevant requirements established under Texas Property Code §209. In case of ambiguity, uncertainty, or conflict, these rules shall be interpreted in a manner consistent with all such legal requirements.

#### **SECTION VIII. VOTING**

1. Form of Proxy or Ballot. The Board may dictate the form for all proxies, ballots, or other voting instruments or vehicles. No form other than the form put forth by the Board will be accepted.
2. Deadline for Return of Voting Paperwork. The Board may establish a deadline, which may be communicated on the proxy form, absentee ballot, or otherwise communicated to the membership, for return of electronic ballots, absentee ballots, proxies, or other votes.

#### **SECTION IX. TRANSFER FEES**

1. Transfer Fees. In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate, transfer fees are due upon the sale or other conveyance of any property in accordance with the then-current fee schedule, including any fee charged by the Association's managing agent. It is the owner/seller's responsibility to determine the then-current fees. Transfer fees not paid at or before closing are the responsibility of the purchasing owner and will be assessed to the owner's account accordingly. The Association may require payment in advance for issuance of any resale certificate or other transfer-related documentation.

If a resale certificate is not requested and a transfer occurs, all fees associated with Association record updates related to the transfer will be the responsibility of the new owner and may be assessed to the unit's account at the time the transfer becomes known. These fees will be set according to the then-current fee schedule of the Association or its managing agent, and may be equivalent to the resale certificate fee or in any other amount.

2. All transfer fees shall be collectible in the same manner as assessments, including lien and other assessment collection rights, to the maximum extent allowed by law. Fees may include working capital or reserve funding fees, resale certificate fees, resale certificate update fees, rush fees, and other such fees.

#### **SECTION X. EMAIL ADDRESSES**

1. Email Addresses. An Owner is required to keep a current email address on file with the Association if the Owner desires to receive email communications from the Association. Failure to supply an email address to the Association or to update the address in a manner required by these rules may result in an Owner not receiving Association emails. The Association has no duty to request an updated address from an Owner, in response to returned email or otherwise. The Association may require Owners to sign up for a group email, email list serve or other such email subscription service, or to utilize an email registration vehicle of the Board's choosing, in order to receive Association emails.
2. Updating Email Addresses. An Owner is required to notify the Association when email addresses change. Such notice must be in writing and delivered to the Association's managing agent by fax,

mail, or email. In lieu of this in the Association's discretion, if available, an Owner must update his email address through the Association's website, list server, or other vehicle as directed by the Association. Any notice of email change provided to the Association's manager must be for the sole purpose of requesting an update to the Owner's email address. For example, merely sending an email from a new email address, or including an email address in a communication sent for any other purpose other than providing notice of a new email address, does not constitute a request to change or add the Owner's email in the records of the Association.

## **SECTION XI. COLLECTION AND ENFORCEMENT**

1. Purpose. The Board desires to adopt a standardized Assessment Collection and Enforcement Policy to set forth its determinations on such issues.
2. Scope. This policy applies to all "Members" of the Association, said Members having a contractual obligation to pay assessments and other charges to the Association under the governing documents of the Association.
3. The Policy.
  - a. Introduction. The Association's primary source of income is Member-paid Assessments, and without such income the Association cannot provide and maintain the facilities and services that are critical to the quality of life of association residents and the protection of property values. The Association has experienced, and expects to continue to experience, situations in which Members are delinquent in their obligation to pay Assessments or Members are otherwise in violation of the governing documents. Therefore the Board has adopted, and by these presents does hereby adopt, the Assessment Collection and Enforcement Policy set forth below.

Per the Declaration the Association may collect, and has a lien for all amounts due, including assessments, fees, interests, costs, and reasonable attorney's fees.
  - b. Due Dates. All Assessments and other amounts due are due within 30 days of the due date, or if none given, within 30 days of the date the related invoice, ledger, or other notice is sent to the Member.
  - c. NSF Fees. Checks, ACH payments, or other type of payment returned for insufficient funds, dishonored automatic bank drafts, or other similar item will result in the assessment of a fee determined by the board from time to time, in the minimum amount of \$30. Late fees shall also be assessed as appropriate.
4. Delinquency/Collection. Any Assessment or other amount due not paid within 30 days of its due date (or if none given, within 30 days of the date the related invoice, ledger, or other notice is sent to the Member) shall be deemed Delinquent. Delinquencies shall be handled as follows:
  - a. Interest, Late Fees, Collection Costs. Delinquencies may be charged interest on the sum owing at the rate of 12% per annum, until paid in full. In addition to interest a late fee in an amount as determined from time to time by the Board may be assessed. The owner is responsible for all costs of collection including attorneys fees.
  - b. Courtesy Notice of Delinquency. Once an Assessment or other amount due becomes Delinquent, the Association, acting through its Board, managing agent, or some other Board designee, will email or mail a written notice to the related Member reminding him or her of the amount owed and requiring that it be paid immediately.
  - c. Final Letter After Courtesy Notice. If payment in full or other mutually-satisfactory payment arrangements are not made promptly in response to the courtesy notice, the Association,

acting through its managing agent, shall send notice via certified mail, return receipt requested and otherwise complying with the requirements of Texas Property Code §209.0064 (including giving the owner a final 30 days to cure the delinquency prior to the account being turned over to an attorney.)

- d. Formal Collection Action. At the expiration of the 30-day cure period provided by law (§209.0064, Texas Property Code), the account shall be turned over to the Association's attorney to initiate formal collection action. Unless otherwise determined by the Board, all attorney collection action is pre-authorized, including but not limited to sending a 30-day demand letter, filing of a Notice of Lien or similar instrument in the Official Public Records, and initiating and carrying out a foreclosure of the Association's lien against the Lot, all in accordance with state-law notice and procedural requirements.

The Board of Directors of the Association is charged with the duty of overseeing the administration of the Association, including but not limited to the collection of assessments and other charges from the members. The timely collection of assessments is critical to ensuring that the Association can remain fully-funded and capable of fulfilling its duties to the members, and as such the Board desires that delinquent assessments be collected with a minimum of delay. This standardized collection policy is in the best interest of ensuring that collection procedures are applied consistently.

Managing agent authorization. If Association has engaged the services of a management company for the Association, to perform day-to-day administrative tasks on behalf of the Association, the management company is granted authority to communicate with legal counsel retained by the association and to authorize collection work by such legal counsel on behalf of the Association, without further vote or action of the Board. This authority notwithstanding, the management company representative shall communicate with the Board and/or certain designated officers on a routine basis with regard to collection actions, and the Board reserves the right to establish further policies with regard to collection efforts generally and to make decisions about particular collection actions on a case-by-case basis if and when it deems appropriate.

- e. Power of Sale. In conjunction with the Association's authority granted by the Declaration to foreclose its lien, the Association is vested with a power of sale. The President of the Association may act as trustee for any such sale and is granted the authority to designate one or more agents and/or substitute trustees to exercise the Association's power of sale in conjunction with foreclosure of the Association's lien.
- f. Authority to Vary from Policy. In handling Delinquent amounts due, the Board of Directors retains the authority to vary from this Assessment Collection Policy as may be appropriate given the particular facts and circumstance involved, so long as the related action is in compliance with the Declaration and State law. Variances from policy may include adding additional courtesy letters, or omitting a courtesy letter, provided that at minimum all notice requirements of state law are met.
- g. Payment plans. Payment plans shall be offered as described in the Association's payment plan rule.

5. Non-monetary violations.

- a. Notices of Violation: Prior to levying a property damage assessment against an owner, fining an owner, or suspending the owner's usage rights to the common area due to a violation, the association shall comply with the notice requirements of Ch. 209, Texas Property Code.

The management company shall, upon becoming aware of a violation(s) of the deed restrictions, send first a courtesy warning letter requesting compliance. If compliance is not achieved in response to a courtesy letter, the management company shall send a letter certified mail, return receipt giving notice of the violation(s) in accordance with Ch. 209, Texas Property Code.

The Board may deviate from this standard procedure, including instructing the managing agent to omit or add courtesy warning(s), in its sole discretion.

- b. Damage assessment; enforcement costs. The association may assess the Owner's account for any damages caused by the Owner, or the Owner's residents, tenants, guests or invitees. The owner may be held responsible for all enforcement costs, including attorney's fees.
- c. Fines. If the violation is not cured by the deadline given in the certified mail notice described in subsection (a), a fine shall automatically levy in the amount of \$25 unless otherwise determined by the Board (for example, the Board may vary from this fine schedule case by case, or the board may adopt an alternate fine schedule by resolution). Fines may be issued on a one-time basis or in the event of an ongoing violation, may be issued daily for each day of the violation. Subsequent fines shall issue in increasing \$25 increments (capped at \$100) for each additional violation notice given when the violation remains. For example, absent Board approval otherwise:
  - i. First notice: courtesy warning
  - ii. Second notice: certified mail letter
  - iii. Third notice: \$25 fine (daily or one-time)
  - iv. Fourth notice: \$50 fine (daily or one-time)
  - v. Fifth notice: \$75 fine (daily or one-time)
  - vi. Sixth notice: \$100 fine (daily or one-time)
  - vii. Subsequent notices: \$100 fine (daily or one-time)

Each day of the violation may be considered a separate violation. The Board may deviate from this standard fining procedure, including electing to levy a lesser or greater fine at any time, or omitting or adding one or more courtesy notices, in its sole discretion, provided that at minimum all state law requirements are met.

Authority of agents. The management company, association attorney, or other authorized agent of the association is granted authority to carry out this standard enforcement and fining procedure absent express direction otherwise from the Board, without further vote or action of the Board. This authority notwithstanding, the management company or association attorney shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions, and the Board reserves the right to establish further policies with regard to enforcement efforts generally and to make decisions about particular enforcement actions on a case-by-case basis if and when it deems appropriate.

**After recording, please return to:**

Niemann & Heyer, L.L.P.  
Attorneys At Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701

Fileserver:CLIENTS:Woodland Park of Geo.:WoodlandPark2011Rules.doc

Official Public Records

*Nancy E. Rister*

Nancy E. Rister, County Clerk

2012 Feb 16 09:55 AM

Fee: \$ 28.00 Pages: 4

Williamson County Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**RULES AND REGULATIONS  
THE HOMEOWNERS ASSOCIATION FOR  
WOODLAND PARK OF GEORGETOWN, INC.**  
(aka Georgetown Woodland Park Homeowners Association)

**Document reference.** Reference is hereby made to that certain Woodland Park of Georgetown Master Declaration of Covenants, Conditions and Restrictions filed as Document No. 2005089895 in the Official Public Records of Williamson County, Texas, on November 9, 2005. (This instrument, together with amending and supplementing instruments filed of record as Document Nos. 2006001464, 2007094436 and 2008011782 in the Official Public Records of Williamson County, Texas, is referred to herein as the "**Master Declaration**".)

Reference is further made to that certain instrument entitled Georgetown Woodland Park, Ltd. (Section 3A) Restrictions filed as Document No. 2002090285 on November 14, 2002; that certain instrument entitled Georgetown Woodland Park, Ltd. Woodland Park (Phase 3B) Restrictions filed as Document No. 2004076487 on September 30, 2004; that certain instrument entitled Crockett Springs, Ltd. Woodland Park (Section 3C) Restrictions filed as Document No. 2003064225 on July 9, 2003; and that certain instrument entitled Georgetown Woodland Park, Ltd. (Phase 4A) Restrictions filed as Document No. 2005054169 on July 15, 2005, all in the Official Public Records of Williamson County, Texas. (These four instruments are cumulatively referred to herein as the "**Section 3A-4A Restrictions**".)

Reference is further made to that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Woodland Park, Phase 4B, Georgetown, Texas filed as Document No. 2007094436 in the Official Public Records of Williamson County, Texas (the "**Section 4B Restrictions**").

All above-mentioned documents cumulatively shall be referred to as the "**Declaration**" or "**Declarations**".

Reference is further made to those certain Bylaws The Homeowners Association for Woodland Park of Georgetown, Inc., attached as an exhibit to that certain Certificate of Resolution and Incumbency of The Homeowners Association for Woodland Park of Georgetown, Inc., filed as Document No. 2006008627, and that certain Amendment to Bylaws of The Homeowners Association for Woodland Park of Georgetown, Inc., filed as Document No. 2009000570, both in the Official Public Records of Williamson County, Texas (cumulatively, the "**Bylaws**").

Reference is further made to that Clarification of Applicability of Woodland Park of Georgetown Master Declaration of Covenants, Conditions and Restrictions, filed of record in Document No. 2009029414 of the Official Public Records of Williamson County, Texas ("**Clarification Document**".)

Reference is further made to that Amendment to Woodland Park of Georgetown Master Declaration of Covenants, Conditions and Restrictions (officially amending the Master Declaration to reflect the terms of the Clarification Document), filed of record in Document No. 2009054164 of the Official Public Records of Williamson County, Texas.

Reference is further made to the Amendment of Rules and Regulation of The Homeowners Association for Woodland Park of Georgetown, Inc., filed as Document No. 2012009196 in the Official Public Records of Williamson County, Texas (together with any amendments or supplements, the "**Rules**").

All of the above-referenced documents, and all amendments thereto, cumulatively are referred to herein as the "**Restrictions**".

**APPLICABILITY:** The Association is the governing homeowners association for all property subject to the Master Declaration, the Section 3A-4A Restrictions, and the Section 4B Restrictions (as subsequently amended). The Association Bylaws, and all Rules and Regulations adopted by the Association, apply to all such property.

The Master Declaration (Section 5.4) and Bylaws (Section 5.4) give the board of directors of The Homeowners Association for Woodland Park, of Georgetown, Inc. ("Association") the authority to adopt rules for the Association. The Board has adopted the following rules ("Rules").

Section 1. **Suspension of Privileges/Fines.** In the event of a violation of any provision of Restrictions applicable to a Lot, the Board of Directors (the "Board"), acting on behalf of the Association, in addition to any other remedies provided by the respective Declaration, Bylaws, or rules and regulations and remedies available pursuant to State statute or other law, may:

- A. suspend or condition the right of an Owner and any tenants, occupants, or guests to use of common facilities in the event of a violation of the governing documents. (See also Master Declaration Section 5.4(f));
- B. record a notice of non-compliance encumbering the Lot;
- C. levy a damage assessment against a Lot for damages caused to Common Properties by Owners' actions in violation of the Declaration, Bylaws, or Rules (See also Master Declaration Section 5.4(f));
- D. levy late fees, collection costs and/or deed restriction enforcement costs (including attorneys fees) against a Lot;
- E. assess a fine against the Lot Owner and Lot for the violation of Owner, his tenants, occupants, or guests in an amount to be determined by the Board (see also Master Declaration Sections 5.4(d) and (f)); and
- F. after 24 hours notice (except for no notice is necessary in an emergency), enter onto an owner's lot without liability for trespassing and cure any violation of the governing documents and charge the costs of cure to the owner and Lot (see also Master Declaration section 5.4(e)).

The Association must comply with any notice requirements of state law. Owners are responsible for all violations of their occupants, tenants, guests, agents and invitees. Each day of a violation may be considered a separate violation.

Any amounts charged to an Owner under these procedures may be collected in the same manner as regular assessments under the Declaration.

**It is the Owners' responsibility to notify the association, in writing, when a violation has been cured so as to stop any fines from being assessed. Fines may continue to be assessed until the Association receives this notice from the owner.**

Section 2. **Attorneys Fees.** The Association may assess attorneys fees to an Owner's account for nonpayment of amounts due or other violations of the Declaration, Bylaws, or rules.

Section 3. **Non-Waiver.** The failure of the Association to enforce any provisions of the Declaration, Bylaws, rules, or procedures shall not constitute a waiver of the right to enforce the same thereafter. All remedies in the Declaration, Bylaws, and rules are cumulative and not exclusive.

Section 4. **Board decision to pursue enforcement action.** The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be

arbitrary or capricious in taking enforcement action. For example, the Board may determine that, in a particular case, (i) the Association's position is not strong enough to justify taking any or further action, or the Board does not have sufficient evidence to pursue an enforcement action; (ii) the covenant or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; (v) it is not in the Association's best interest, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action; or (vi) the issue is one more appropriately addressed by law enforcement or other governmental body, in which case the Board may contact, or advise the complaining party to contact, law enforcement or the appropriate governmental body.

Section 5. **Landscaping and Maintenance**. All Owners will landscape and maintain their lots in accordance with the following requirements, regardless of whether the lot has been developed or is currently unimproved:

- A. All landscaping must meet or exceed the more restrictive of the standards set forth in these Rules or the Landscaping Regulations of the Master Declaration. (For those Lots not subject to the Master Declaration, all landscape maintenance must meet or exceed the standards set forth in these Rules) (See also Master Declaration Section 3.18);
- B. All lawns must be kept mown to approximately four (4) inches or less;
- C. All lawn areas adjacent to the street, driveways, or sidewalks must be neatly edged;
- D. All property must be kept free of excessive grass clippings, excessive leaves, debris, rubbish, or other unsightly material;
- E. All premises must be kept in a neat and presentable condition;
- F. All trees, grass, shrubs, and other plantings must be cultivated, trimmed and pruned, and any dead limbs removed;
- G. All lawns must be kept free of excessive weeds;
- H. Wood piles must be kept in a manner so as not to cause a health or rodent or insect hazard, and so as not to be viewable from the street;
- I. All lawns and plantings must be kept watered, within the limits of any water use restrictions in place, so as to prevent the lawns and plantings from dying.

The board shall in its sole reasonable discretion determine compliance with this rule (e.g. determine what constitutes a neat and presentable condition). All lawns must be maintained in accordance with the above requirements to the edge of the street, regardless of the legal boundary of the property.

Section 6. **Rubbish and Debris**. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view, except for the twenty-four (24) hour period beginning at 8:00 p.m. the day before a scheduled trash pickup and ending at 8:00 p.m. the day of a scheduled trash pickup.

Section 7. **Hazardous Activities**. For neighborhood safety concerns, given the width of Woodland Park streets, event (parties, celebrations, gatherings) sponsors must take reasonable steps (in the Board's discretion) to ensure same side street parking only, preferably on the sponsor's side of the street.

*[Signature and Notary Block on Following Page]*

**THE HOMEOWNERS ASSOCIATION  
FOR WOODLAND PARK OF GEORGETOWN, INC.,  
a Texas Non-Profit Corporation**

By: [Signature]  
Name: TERRY L. BROWN  
Title: PRESIDENT

**Acknowledgement**

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 15 day of FEBRUARY 2012, by TERRY BROWN in the capacity stated above.

[Signature]  
Notary Public, in and for the State of Texas

**After recording, please return to:**  
Niemann & Heyer, L.L.P.  
Attorneys At Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701





**PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE**

This management certificate is being re-filed in accordance with Chapter 209 of the Texas Property Code:

- 1. Name of the Condominium/Subdivision: Woodland Park
- 2. Name of the Association: The Homeowners Association for Woodland Park of Georgetown, Inc.
- 3. Recording data for the Condominium/Subdivision: As identified in documents referenced in paragraph 4 below
- 4. Recording data for the Declaration: Document #2005089895, Official Records, Williamson County, Texas, and all amendments, annexations, supplements, and joinders thereto
- 5. Name and Mailing Address of Managing Agent: Certified Management of Austin, 9600 Great Hills Trail Suite 100E Austin, TX 78759
- 6. Name of Person to Contact: Lu Fonteno
- 7. Telephone Number of Contact: (512) 339-6962

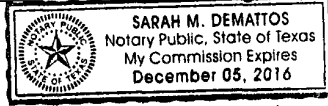
This management certificate is filed of record in Williamson County, Texas by the entity managing the Association. It shall be valid until a later Management Certificate is filed of record by the Association or a successor manager, or until a termination of this Management Certificate is filed of record, whichever is sooner.

By: Lu Fonteno  Title: Managing Agent

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was signed before me on September 9, 2013 and it was acknowledged that this instrument was signed for the purposes and intent herein expressed.

Sarah M. DeMattos  
Notary Public in and for the State of Texas



Notary Printed Name: Sarah DeMattos My Commission Expires: December 5, 2016  
**Sarah DeMattos**

12

AFTER RECORDING RETURN TO:  
Certified Management of Austin  
9600 Great Hills Trail, Suite 100E  
Austin, TX 78759

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2013096088

Nancy E. Rister

10/07/2013 01:15 PM

DPEREZ \$21.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

TW

**RESIGNATION FROM THE  
ARCHITECTURAL COMMITTEE  
WOODLAND PARK WEST SUBDIVISION**

**Property:**

WOODLAND PARK WEST - PHASE 1, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet AA, Slides 57-59 of the Plat Records of Williamson County, Texas.

WOODLAND PARK WEST - PHASE 3A, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet FF, Slides 317-319 of the Plat Records of Williamson County, Texas.

WOODLAND PARK WEST - PHASE 3B, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet GG, Slides 188-190 of the Plat Records of Williamson County, Texas.

WOODLAND PARK WEST - PHASE 4, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet CC, Slides 379-381 of the Plat Records of Williamson County, Texas.


WOODLAND PARK WEST - PHASE 5, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet EE, Slides 137-139 of the Plat Records of Williamson County, Texas.

WOODLAND PARK WEST - PHASE 6A, a subdivision in Williamson County, Texas according to the map or plat thereof recorded under Clerk's Document No. 2011086055 of the Official Public Records of Williamson County, Texas.

**WHEREAS**, SYLVIA TAYLOR has acted in the capacity as a Member of the Architectural Committee of the Williamson County subdivisions known collectively as WOODLAND PARK WEST in effectuating various Real Property transactions on behalf of said Committee; and

**WHEREAS**, it is the desire of the said SYLVIA TAYLOR to resign from this agency.

**NOW, THEREFORE**, premises considered, the undersigned SYLVIA TAYLOR hereby resigns as a Member of Member of the Architectural Committee of the said subdivisions known collectively as WOODLAND PARK WEST hereinabove more particularly described.

  
\_\_\_\_\_  
SYLVIA TAYLOR



RS GN  
2 PGS

2013110250

ACKNOWLEDGMENT

STATE OF TEXAS


§

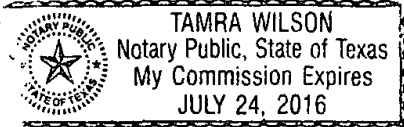
COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on November 6<sup>th</sup>, 2013 by SYLVIA TAYLOR.

  
\_\_\_\_\_  
Notary Public, State of Texas



PREPARED IN THE OFFICE OF:

David Darnell  
801 Main Street  
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

22

RETURN TO  
*Longhorn Title Co., Inc.*

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS 2013110250

*Nancy E. Rister*

11/26/2013 04:14 PM

DPEREZ \$25.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS



**Homeowners' Association for Woodland Park West, Inc.  
Management Certificate**

This Management Certificate is recorded pursuant to Chapter 209.004 of the Texas Property Code, and is as follows:

The name of the subdivision is: Woodland Park West  
Williamson County, Texas  
The name of the Association is: Homeowners' Association for Woodland Park West, Inc.

The recording data for the subdivision can be found in the Official Public Records of Williamson County, Texas

<u>Document Name</u>	<u>File Date</u>	<u>Recordation Data</u>
Plat	03/17/2005	2005019560
Plat	01/25/2007	2007006323
Plat	01/31/2008	2008007876
Plat	04/09/2009	2009024024
Plat	04/01/2010	2010020100
Plat	12/20/2011	2011086055
Plat	11/07/2013	2013104642

The recording data for the Declaration is:

<u>Document Name</u>	<u>File Date</u>	<u>Recordation Data</u>
Declaration of Covenants, Conditions and Restrictions for Woodland Park West Phase 1	05/11/2005	2005035142
First Amendment and Restatement Woodland Park West Master Declaration Of Covenants, Conditions, and Restrictions	08/02/2006	2006065141
Supplemental Declaration of Covenants, Conditions and Restrictions for Woodland Park West Phase 4 Georgetown Texas	02/09/2007	2007010935
Supplemental Declaration of Covenants, Conditions and Restrictions for Woodland Park West Phase 3-A Georgetown Texas	06/09/2009	2009040610
Supplemental Declaration of Covenants, Conditions and Restrictions for Woodland Park West Phase 3-B Georgetown Texas	04/06/2010	2010021073

Second Supplemental Declaration of Covenants, Conditions and Restrictions for Woodland Park West Phase 3-B Georgetown Texas	05/24/2010	2010033536
Supplemental Declaration of Covenants, Conditions and Restrictions for Woodland Park West Phase 6A Georgetown Texas	01/03/2012	2012000112
Amendment and Supplemental Declaration of Covenants, Conditions and Restrictions for Woodland Park West Phase 6A Georgetown Texas	02/09/2012	2012009395
Supplemental Declaration of Covenants, Conditions and Restrictions for Woodland Park West Phase 2-A Georgetown Texas	11/15/2013	2013107184

**The following documents have been recorded to incorporate the Association:**

Articles of Incorporation filed in the Office of the Secretary of State on June 07. 2006.

**The following are additional documents that have been filed and recorded with Williamson County, Texas:**

<u>Document Name</u>	<u>File Date</u>	<u>Recordation Data</u>
Amendment to Plat and Restrictions Woodland Park West – Phase 1	09/19/2005	200574001
Ratification of Subdivision Plat	01/29/2007	2007007240
By-Laws of Homeowners' Association For Woodland Park West, Inc.	02/13/2008	2008011400
Amendment to Plat and Restrictions Woodland Park West – Phase 3A	06/09/2009	2009040608
Ratification of Covenants, Conditions, and Restrictions and Subdivision Plat	06/09/2009	2009040609
Resignation from the Architectural Committee Woodland Park West Subdivision	11/26/2013	2013110250

The mailing address of the Association and the name and mailing address of the person/entity managing the Association is:

Homeowners' Association for Woodland Park West, Inc.  
c/o RealManage  
Post Office Box 803555  
Dallas, Texas 75380

Other information the Association considers appropriate is:

Information may be obtained by calling the Association's Management Company at 866-473-2573  
Resale certificate are requested via the RealManage Closing Portal at  
[www.realmanage.com/closingportal](http://www.realmanage.com/closingportal).

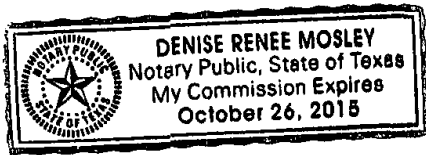
Keri Scott

Keri Scott  
Managing Agent  
Homeowners' Association for Woodland Park West, Inc.

**ACKNOWLEDGMENT**

STATE OF TEXAS §  
COUNTY OF Travis §

This instrument was acknowledged before me on December 10, 2013 by Keri Scott, managing agent of Homeowners' Association for Woodland Park West, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Denise Renee Mosley  
Notary Public, State of Texas  
Denise Renee Mosley  
Typed or printed names  
My commission expires: 10-26-15

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2013117885

Nancy E. Rister

12/27/2013 03:49 PM

CPHELPS \$29.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

The Weichert Law Firm  
3821 Juniper Trace  
Ste 106  
Austin, TX 78738

(2) K



**AFTER RECORDING RETURN TO:**

ROBERT D. BURTON, ESQ.  
WINSTEAD, PC  
401 CONGRESS AVE., SUITE 2100  
AUSTIN, TEXAS 78701  
Email: [rburton@winstead.com](mailto:rburton@winstead.com)

**ASSIGNMENT OF DECLARANT'S RIGHTS**

**WOODLAND PARK WEST**

*Williamson County, Texas*

Cross reference to that First Amendment and Restatement of Woodland Park West Master Declaration of Covenants, Conditions and Restrictions recorded in Document No. 2006065141, Official Public Records of Williamson County, Texas.

**ASSIGNMENT OF DECLARANT'S RIGHTS**

**WOODLAND PARK WEST**

This Assignment of Declarant's Rights (this "Assignment") is made by JJS DEVELOPMENT, INC., a Texas corporation ("Assignor"), and CENTURY LAND HOLDINGS II, LLC, a Colorado limited liability company, d/b/a CENTURY LH II, LLC ("Assignee"), and is as follows:

**RECITALS**

A. Assignor is the current "Declarant" under that certain First Amendment and Restatement of Woodland Park West Master Declaration of Covenants, Conditions and Restrictions recorded in Document No. 2006065141, Official Public Records of Williamson County, Texas (the "Declaration").

B. Assignor desires to transfer and assign to Assignee all of its right, title, and interest held by Assignor as Declarant under the Declaration.

C. Section 9.8 of the Declaration provides that Declarant may assign, in whole or in part, any of its privileges, exemptions and rights under the Declaration to any other person and may permit the participation, in whole or in part, by any other person in any of its privileges, exemptions and rights under the Declaration ("Declarant's Rights").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Transfer and Assignment of Declarant's Rights.** Assignor does hereby grant, sell, set over, transfer, and assign to Assignee, its successors and assigns, all of Declarant's Rights under the Declaration. Assignor hereby represents and warrants that Assignor has not previously assigned all or any portion of the Declarant Rights to a third party.

2. **INDEMNIFICATION OF ASSIGNOR.** ASSIGNOR WILL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY ACT, FAILURE TO ACT, REPRESENTATIONS, OMISSION, AGREEMENT, WILLFUL MISCONDUCT OR NEGLIGENCE OF ASSIGNEE OR ITS PARTNERS, DIRECTORS, OFFICERS, AGENTS, CONTRACTORS, REPRESENTATIVES, DESIGNEES OR EMPLOYEES (INDIVIDUALLY A "ASSIGNEE RESPONSIBLE PARTY") IN ANY WAY RELATED TO ASSIGNEE'S ROLE AS DECLARANT UNDER THE DECLARATION OR ASSIGNEE'S OR AN ASSIGNEE RESPONSIBLE PARTY'S ADMINISTRATION OF ANY ASSOCIATION OR COMMITTEE CREATED PURSUANT TO THE DECLARATION. ASSIGNEE AGREES TO REIMBURSE, INDEMNIFY AND HOLD HARMLESS ASSIGNOR AND ITS PARTNERS, DIRECTORS, OFFICERS, AGENTS, CONTRACTORS, REPRESENTATIVES, DESIGNEES OR EMPLOYEES (COLLECTIVELY, "ASSIGNOR'S INDEMNIFIED PARTIES") FROM ALL CLAIMS, DEMANDS, ACTIONS, SUITS, AND LIABILITIES, OF ANY KIND WHATSOEVER, RELATED TO ANY ACT, FAILURE TO ACT, REPRESENTATION, OMISSION, AGREEMENT, WILLFUL MISCONDUCT OR NEGLIGENCE OF ASSIGNEE, OR ANY ASSIGNEE RESPONSIBLE PARTY IN ANY WAY RELATED TO ASSIGNEE'S ROLE AS DECLARANT UNDER THE DECLARATION OR ASSIGNEE'S OR AN ASSIGNEE RESPONSIBLE PARTY'S ADMINISTRATION OF ANY ASSOCIATION OR COMMITTEE CREATED PURSUANT TO THE DECLARATION.

3. **INDEMNIFICATION OF ASSIGNEE.** ASSIGNEE WILL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY ACT, FAILURE TO ACT, REPRESENTATIONS, OMISSION, AGREEMENT,

WILLFUL MISCONDUCT OR NEGLIGENCE OF ASSIGNOR, OR ITS PARTNERS, DIRECTORS, OFFICERS, AGENTS, CONTRACTORS, REPRESENTATIVES, DESIGNEES OR EMPLOYEES (INDIVIDUALLY A "ASSIGNOR RESPONSIBLE PARTY") IN ANY WAY RELATED TO ASSIGNOR'S ROLE AS DECLARANT UNDER THE DECLARATION OR ASSIGNOR'S OR A ASSIGNOR RESPONSIBLE PARTY'S ADMINISTRATION OF ANY ASSOCIATION OR COMMITTEE CREATED PURSUANT TO THE DECLARATION. ASSIGNOR AGREES TO REIMBURSE, INDEMNIFY AND HOLD HARMLESS ASSIGNEE AND ITS PARTNERS, DIRECTORS, OFFICERS, AGENTS, CONTRACTORS, REPRESENTATIVES, DESIGNEES OR EMPLOYEES (COLLECTIVELY, "ASSIGNEE'S INDEMNIFIED PARTIES") FROM ALL CLAIMS, DEMANDS, ACTIONS, SUITS, AND LIABILITIES, OF ANY KIND WHATSOEVER, RELATED TO ANY ACT, FAILURE TO ACT, REPRESENTATION, OMISSION, AGREEMENT, WILLFUL MISCONDUCT OR NEGLIGENCE OF ASSIGNOR, OR ANY ASSIGNOR RESPONSIBLE PARTY IN ANY WAY RELATED TO ASSIGNOR'S ROLE AS DECLARANT UNDER THE DECLARATION OR ASSIGNOR'S OR AN ASSIGNOR RESPONSIBLE PARTY'S ADMINISTRATION OF ANY ASSOCIATION OR COMMITTEE CREATED PURSUANT TO THE DECLARATION.

4. **Defined Terms.** All defined terms delineated with initial capital letters in this Assignment that are not defined herein shall have the meaning ascribed to them in the Declaration. Other terms have the meanings commonly ascribed to them.

5. **Survival of Provisions.** This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Captions.** The captions of sections in this Assignment are for convenient reference only and are not to be construed in any way as part of this Assignment and Amendment.

7. **Execution.** To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties be contained in any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this instrument, the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts. All executed counterparts of this instrument shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

Executed to be effective this 5<sup>th</sup> day of JUNE, 2014.

**ASSIGNOR:**

JJSM DEVELOPMENT, INC.

By: [Signature]  
Name: JAMES H. JACOBS  
Title: PRESIDENT

THE STATE OF TEXAS §  
COUNTY OF Williamson §

This instrument was acknowledged before me on this 5<sup>th</sup> day of JUNE, 2014, by JAMES H. JACOBS PRESIDENT of JJSM Development, Inc., a Texas corporation, on behalf of said corporation.

[Signature]  
Notary Public, State of Texas

(seal)



**ASSIGNEE:**

CENTURY LAND HOLDINGS II, LLC  
d/b/a CENTURY LH II, LLC

By: Century Land Holdings, LLC, its  
Sole Managing Member

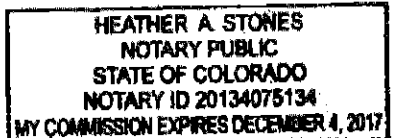
By: [Signature]  
Name: TODD AMBERY  
Title: VICE PRESIDENT

THE STATE OF COLORADO §  
COUNTY OF ARAPAHOE §

This instrument was acknowledged before me on this 4<sup>TH</sup> day of JUNE, 2014, by TODD AMBERY VICE PRESIDENT of Century Land Holdings, LLC, a Colorado limited liability company, the Sole Managing Member of Century Land Holdings II, LLC, a Colorado limited liability company, d/b/a Century LH II, LLC, on behalf of said limited liability companies.

[Signature]  
Notary Public, State of ~~Texas~~ COLORADO

(seal)



2014044446

**Electronically Recorded**

OFFICIAL PUBLIC RECORDS

*Nancy E. Rister*

Nancy E. Rister, County Clerk

2014 June 11 04:05 PM

FEE: \$33.00 PGS 5

Williamson County Texas

**HOMEOWNERS ASSOCIATION FOR WOODLAND PARK WEST, INC.  
APPOINTMENT OF ARCHITECTURAL REVIEW COMMITTEE MEMBERS**

CENTURY LAND HOLDINGS II, LLC, a Colorado limited liability company, d/b/a CENTURY LH II, LLC, is the "Declarant" under the terms and provisions of that First Amendment and Restatement of Woodland Park West Master Declaration of Covenants, Conditions and Restrictions recorded in Document No. 2006065141, Official Public Records of Williamson County, Texas, as amended (the "Declaration"), pursuant to that certain Assignment of Declarant's Rights recorded in Document No. 2014044446 in the Official Public Records of Williamson County, Texas.

Pursuant to *Section 6.6* of the Declaration, Declarant, during the development period, has the right to appoint and remove all members of the Architectural Review Committee.

Declarant hereby appoints the following individuals to the Architectural Review Committee established pursuant to the terms and provisions of the Declaration:

Kevin Fleming

Zach Brown

Robert Peerman

All prior appointments of members of the Architectural Review Committee by Declarant are hereby revoked as of the effective date of this instrument.

All capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Declaration.

EXECUTED TO BE EFFECTIVE on the 17<sup>th</sup> day of July, 2014.

[SIGNATURE PAGE TO FOLLOW]





**RECORDING RETURN TO:**

**ROBERT D. BURTON, ESQ.  
WINSTEAD PC  
401 CONGRESS AVE., SUITE 2100  
AUSTIN, TEXAS 78701  
EMAIL: RBURTON@WINSTEAD.COM**

**HOMEOWNERS ASSOCIATION  
FOR WOODLAND PARK WEST, INC.**

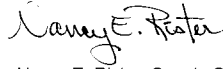
**APPOINTMENT OF ARCHITECTURAL REVIEW COMMITTEE  
MEMBERS**

*Williamson County, Texas*

**Cross reference to First Amendment and Restatement of Woodland Park West Master Declaration of Covenants, Conditions and Restrictions, recorded under Document No. 2006065141, in the Official Public Records of Williamson County, Texas, as amended.**

2014056130

Electronically Recorded  
OFFICIAL PUBLIC RECORDS



Nancy E. Rister, County Clerk  
7/18/2014 10:36 AM

Pages: 4 Fee: \$ 29.00  
Williamson County Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**RULES AND REGULATIONS  
THE HOMEOWNERS ASSOCIATION FOR  
WOODLAND PARK OF GEORGETOWN, INC.**  
(aka Georgetown Woodland Park Homeowners Association)

**Document reference.** Reference is hereby made to that certain Woodland Park of Georgetown Master Declaration of Covenants, Conditions and Restrictions filed as Document No. 2005089895 in the Official Public Records of Williamson County, Texas, on November 9, 2005. (This instrument, together with amending and supplementing instruments filed of record as Document Nos. 2006001464, 2007094436 and 2008011782 in the Official Public Records of Williamson County, Texas, is referred to herein as the "**Master Declaration**".)

Reference is further made to that certain instrument entitled Georgetown Woodland Park, Ltd. (Section 3A) Restrictions filed as Document No. 2002090285 on November 14, 2002; that certain instrument entitled Georgetown Woodland Park, Ltd. Woodland Park (Phase 3B) Restrictions filed as Document No. 2004076487 on September 30, 2004; that certain instrument entitled Crockett Springs, Ltd. Woodland Park (Section 3C) Restrictions filed as Document No. 2003064225 on July 9, 2003; and that certain instrument entitled Georgetown Woodland Park, Ltd. (Phase 4A) Restrictions filed as Document No. 2005054169 on July 15, 2005, all in the Official Public Records of Williamson County, Texas. (These four instruments are cumulatively referred to herein as the "**Section 3A-4A Restrictions**".)

Reference is further made to that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Woodland Park, Phase 4B, Georgetown, Texas filed as Document No. 2007094436 in the Official Public Records of Williamson County, Texas (the "**Section 4B Restrictions**").

All above-mentioned documents cumulatively shall be referred to as the "**Declaration**" or "**Declarations**".

Reference is further made to those certain Bylaws The Homeowners Association for Woodland Park of Georgetown, Inc., attached as an exhibit to that certain Certificate of Resolution and Incumbency of The Homeowners Association for Woodland Park of Georgetown, Inc., filed as Document No. 2006008627, and that certain Amendment to Bylaws of The Homeowners Association for Woodland Park of Georgetown, Inc., filed as Document No. 2009000570, both in the Official Public Records of Williamson County, Texas (cumulatively, the "**Bylaws**").

Reference is further made to that Clarification of Applicability of Woodland Park of Georgetown Master Declaration of Covenants, Conditions and Restrictions, filed of record in Document No. 2009029414 of the Official Public Records of Williamson County, Texas ("**Clarification Document**").

Reference is further made to that Amendment to Woodland Park of Georgetown Master Declaration of Covenants, Conditions and Restrictions (officially amending the Master Declaration to reflect the terms of the Clarification Document), filed of record in Document No. 2009054164 of the Official Public Records of Williamson County, Texas.

Reference is further made to the Amendment of Rules and Regulation of The Homeowners Association for Woodland Park of Georgetown, Inc., filed as Document No. 2012009196 in the Official Public Records of Williamson County, Texas (together with any amendments or supplements, the "**Rules**").

All of the above-referenced documents, and all amendments thereto, cumulatively are referred to herein as the "**Restrictions**".

**APPLICABILITY: The Association is the governing homeowners association for all property subject to the Master Declaration, the Section 3A-4A Restrictions, and the Section 4B Restrictions (as subsequently amended). The Association Bylaws, and all Rules and Regulations adopted by the Association, apply to all such property.**

The Master Declaration (Section 5.4) and Bylaws (Section 5.4) give the board of directors of The Homeowners Association for Woodland Park, of Georgetown, Inc. (“**Association**”) the authority to adopt rules for the Association. The Board has adopted the following rules July 18, 2016 to supplement previously-adopted Rules. These rules are being filed of record in accordance with Texas Property Code Chapter 202.

## **GREENHOUSE GUIDELINES (7-18-16 rev.)**

**Greenhouse definition:** a structure primarily of tempered glass and polycarbonate windows with UV stabilizer, no plastic; in which temperature and humidity can be controlled for the cultivation or protection of plants.

1. The greenhouse must be located in the backyard of the primary dwelling.
2. The greenhouse must be located at least fifty (50) feet from any dwelling on an adjoining lot. Recognition must be given for the 15' (or other) setbacks.
3. The greenhouse exterior dimensions may not exceed a footprint of ten (10) feet by twelve (12) feet and height not exceeding ten (10) feet.
4. The greenhouse must be securely anchored to a poured 4" concrete pad with piers.
5. Any masonry walls (if desired) should match the facade of the primary dwelling.
6. The frame of the greenhouse should be a dark (black, dk. green) non-reflective metal.
7. The greenhouse panels must be tempered, polycarbonate, laminate or acrylic glass treated with a UV stabilizer if available.
8. If the greenhouse is wired for electricity and/or plumbed for water, all wiring and/or plumbing must be concealed underground and must meet all codes. If illuminated, the lights must be turned off at night (although low illumination "grow" lights and "warming" lights are allowed).
9. The greenhouse must be solely used for the propagation and /or protection of plants, and for the private (non-commercial) use of the homeowner.
10. The greenhouse may only contain those items reasonably needed and used for growing plants, such as but not limited to: hand held tools, small quantities of dirt, fertilizer, etc. Storage of other items such as but not limited to: lawn mowers, boats, trailers, cars etc. is prohibited.
11. The greenhouse is to be maintained in good condition and show no signs of damage, misuse or disrepair.
12. The greenhouse shall be subject to the same rules and regulations that other lots and permanent structures in the WP HOA must follow.
13. It is recommended that the area around the greenhouse be landscaped with plants and shrubs.

ARC approval is required prior to any installation or groundwork. The greenhouse plan must be submitted on an official ARC Approval Form to the WPHOA's property management company. The plan must include a scale drawing of the lot showing set back lines (survey works great for this), placement of the structure on the lot and anything else the applicant feels will be helpful for the ARC to understand their request. Please contact a Board or ARC member if you have any questions or need help submitting your plan

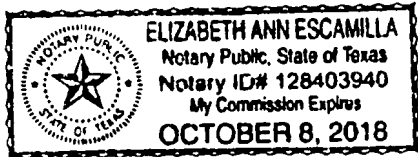
**THE HOMEOWNERS ASSOCIATION  
FOR WOODLAND PARK OF GEORGETOWN, INC.,**  
a Texas Non-Profit Corporation  
Filed of record by Niemann & Heyer LLP, attorneys and authorized agent

By: Connie N. Heyer  
Connie N. Heyer

**Acknowledgement**

STATE OF TEXAS                    §  
  §  
COUNTY OF Travis               §

This instrument was acknowledged before me on this 7 day of October 2016, by Connie N. Heyer in the capacity stated above.



Elizabeth A. Escamilla  
Notary Public, in and for the State of Texas

**After recording, please return to:**  
Niemann & Heyer, L.L.P.  
Attorneys At Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701

**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2016095014**

Pages: 5      Fee: \$33.00  
10/07/2016    03:20 PM



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas



STATE OF TEXAS  
COUNTY OF WILLIAMSON

**PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE**

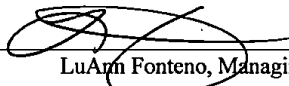
The undersigned Association gives notice in accordance with Texas Property Code §209.004.

1. Name of the Subdivision: **Woodland Park**
2. Legal Name of the Association: **The Homeowners Association for Woodland Park of Georgetown, Inc.**
3. Recording data for the Subdivision (Plat Recording information for land subject to the deed restrictions): **The subdivision plats for any portion of The Homeowners Association for Woodland Park of Georgetown, Inc. recorded in the Official Public Records of Williamson County, Texas.**
4. Recording data for the Declaration: **Document No. 2005089895 in the Official Public Records of Williamson County, Texas and all amendments, annexations, supplements, and joinders thereto.**
5. Contact information for Association (at minimum name and mailing address of managing agent):  
**Certified Management of Austin, LLC  
101 River Hills Drive, Georgetown, TX 78628  
512-339-6962  
frontdesk@cmaustein.com**

*Prospective purchasers are advised to independently examine the Declaration, Bylaws and all other governing documents of Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the property and common areas, prior to purchase. The purpose of this certificate is to provide information sufficient for a title company to correctly identify the community and to contact its governing association. This certificate does not purport to identify every publically-recorded document affecting the property, or to report every piece of information pertinent to the property. No person should rely on this certificate for anything other than instructions for contacting the association in connection with the transfer of title. The registered agent for the association is on file with the Texas Secretary of State.*

This management certificate is filed of record in **Williamson County**, Texas by the entity managing the Association. It shall be valid until a later Management Certificate is filed of record by the Association or a successor manager, or until a termination of this Management Certificate is filed of record, whichever is sooner.

Woodland Park of Georgetown

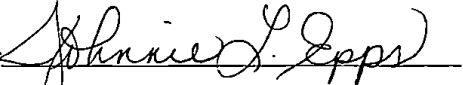
By   
LuAnn Fonteno, Managing Agent  
Date 2-1-2018

**ACKNOWLEDGEMENT**

STATE OF TEXAS  
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on 2/1, 2018 by LuAnn Fonteno in the above state capacity.

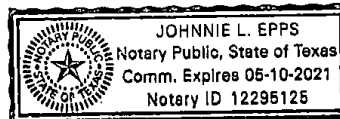
Notary Public for the State of Texas Signature



Printed name of notary JOHNNIE L. EPPS  
My Commission Expires 5/10/21

AFTER RECORDING RETURN TO:  
Certified Management of Austin  
101 River Hills Drive  
Georgetown, TX 78628

15



**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2018009759

PMC Fee: \$21.00  
02/05/2018 11:43 AM OSALINAS



Nancy E. Rister  
Nancy E. Rister, County Clerk  
Williamson County, Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**RULES AND REGULATIONS**  
**THE HOMEOWNERS ASSOCIATION FOR**  
**WOODLAND PARK OF GEORGETOWN, INC.**  
(aka Georgetown Woodland Park Homeowners Association)  
*Regarding pets*

**Document reference.** Reference is hereby made to that certain Woodland Park of Georgetown Master Declaration of Covenants, Conditions and Restrictions filed as Document No. 2005089895 in the Official Public Records of Williamson County, Texas, on November 9, 2005. (This instrument, together with amending and supplementing instruments filed of record as Document Nos. 2006001464, 2007094436 and 2008011782 in the Official Public Records of Williamson County, Texas, is referred to herein as the "**Master Declaration**".)

Reference is further made to that certain instrument entitled Georgetown Woodland Park, Ltd. (Section 3A) Restrictions filed as Document No. 2002090285 on November 14, 2002; that certain instrument entitled Georgetown Woodland Park, Ltd. Woodland Park (Phase 3B) Restrictions filed as Document No. 2004076487 on September 30, 2004; that certain instrument entitled Crockett Springs, Ltd. Woodland Park (Section 3C) Restrictions filed as Document No. 2003064225 on July 9, 2003; and that certain instrument entitled Georgetown Woodland Park, Ltd. (Phase 4A) Restrictions filed as Document No. 2005054169 on July 15, 2005, all in the Official Public Records of Williamson County, Texas. (These four instruments are cumulatively referred to herein as the "**Section 3A-4A Restrictions**".)

Reference is further made to that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Woodland Park, Phase 4B, Georgetown, Texas filed as Document No. 2007094436 in the Official Public Records of Williamson County, Texas (the "**Section 4B Restrictions**").

All above-mentioned documents cumulatively shall be referred to as the "**Declaration**" or "**Declarations**" or "**CCRs**".

Reference is further made to those certain Bylaws The Homeowners Association for Woodland Park of Georgetown, Inc., attached as an exhibit to that certain Certificate of Resolution and Incumbency of The Homeowners Association for Woodland Park of Georgetown, Inc., filed as Document No. 2006008627, and that certain Amendment to Bylaws of The Homeowners Association for Woodland Park of Georgetown, Inc., filed as Document No. 2009000570, both in the Official Public Records of Williamson County, Texas (cumulatively, the "**Bylaws**").

Reference is further made to that Clarification of Applicability of Woodland Park of Georgetown Master Declaration of Covenants, Conditions and Restrictions, filed of record in Document No. 2009029414 of the Official Public Records of Williamson County, Texas ("**Clarification Document**").

Reference is further made to that Amendment to Woodland Park of Georgetown Master Declaration of Covenants, Conditions and Restrictions (officially amending the Master Declaration to reflect the terms of the Clarification Document), filed of record in Document No. 2009054164 of the Official Public Records of Williamson County, Texas.

Reference is further made to the rules and rule amendments\_ filed as Document Nos. 2012009196; 2012011089; and 2016095014 of the Official Public Records of Williamson County, Texas (together with any amendments or supplements, the "**Rules**").

All of the above-referenced documents, and all amendments thereto, cumulatively are referred to herein as the "**Restrictions**".

**APPLICABILITY:** The Association is the governing homeowners association for all property subject to the Master Declaration, the Section 3A-4A Restrictions, and the Section 4B Restrictions (as subsequently amended). The Association Bylaws, and all Rules and Regulations adopted by the Association, apply to all such property.

The Master Declaration (Section 5.4) and Bylaws (Section 5.4) give the board of directors of The Homeowners Association for Woodland Park, of Georgetown, Inc. (“**Association**”) the authority to adopt rules for the Association. The Board has adopted the following rules January 18, 2018 to supplement previously-adopted Rules. These rules are being filed of record in accordance with Texas Property Code Chapter 202.

## ANIMALS AND PETS

This is in addition to our current CC&R on the topic.

No animals, reptiles, livestock, outdoor pets, wildlife or poultry of any kind, or animals known to be causing a nuisance, to be dangerous or threatening to people or other animals shall be raised, bred or kept on any portion of a homeowners lot.

Dog's, indoor cats, or other usual and common household pets may be permitted on a homeowners lot. Board approval of a homeowners domestic animal is not required and by the homeowner having a domestic animal on their property they accept these conditions. Absence of the homeowner does not excuse the actions of their pet. Review your specific deed restrictions and CC&R's for maximum allowed number.

A resident who keeps a pet on their property is responsible for any damage done by their pet. They will indemnify the Board for any expenses incurred dealing with their pet issues and agree not to hold the Board, the Homeowners Association or other residents responsible for any loss, claim or liability of any kind or charge resulting from any action of their pet or arising by reason of keeping or maintaining a pet on their Property.

Each resident is responsible for the removal of any by-product, waste or damage resulting from any action of their pet. The Board may levy a fine against the pet owner and/or homeowner if these rules are not followed.

If the Board of Directors or Association Property management company receives written complaints or determines that any residents household pet endangers the health and safety of other residents, makes objectionable noise or constitutes a nuisance or inconvenience to the other residents or members of the Association, the Board of Directors shall give the property owner a written notice requesting the owner to take all necessary corrective action to end the objectionable noise or behavior immediately. The Board of Directors shall have the right to levy fines against the pet's owner or property homeowner. Note: 'objectionable noise' includes, but is not limited to, dogs barking for more than ten (10) minutes and more than two (2) times in an hour for more than ten (10) minutes.

The Board of Directors, in its sole discretion, shall have the right to establish such other rules and regulations relating to pet ownership and maintaining household pets so that they do not disturb other homeowners quiet enjoyment of their property and to establish fines and other penalties relating to household pets

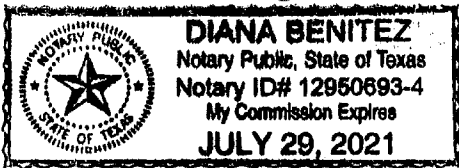
**THE HOMEOWNERS ASSOCIATION  
FOR WOODLAND PARK OF GEORGETOWN, INC.,  
a Texas Non-Profit Corporation  
Filed of record by Niemann & Heyer LLP, attorneys and authorized agent**

*Connie N. Heyer*  
By: Connie N. Heyer

**Acknowledgement**

STATE OF TEXAS                   §  
   §  
COUNTY OF Texas           §

This instrument was acknowledged before me on this 7<sup>th</sup> day of March 2018, by Connie N. Heyer in the capacity stated above.



*Diana Benitez*  
\_\_\_\_\_  
Notary Public, in and for the State of Texas

After recording, please return to:  
Niemann & Heyer, L.L.P.  
Attorneys At Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701

File Server:CLIENTS:Woodland Park of Geo.:RulesAnimals2-18.doc

**ELECTRONICALLY RECORDED  
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**2018019270**

Pages: 5      Fee: \$33.00  
03/07/2018    03:40 PM



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas



STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**AMENDMENT TO MASTER DECLARATION**  
**THE HOMEOWNERS ASSOCIATION FOR**  
**WOODLAND PARK OF GEORGETOWN, INC.**

(aka Georgetown Woodland Park Homeowners Association ("Association"))

**Document reference.** Reference is hereby made to that certain Woodland Park of Georgetown Master Declaration of Covenants, Conditions and Restrictions filed as Document No. 2005089895 in the Official Public Records of Williamson County, Texas, on November 9, 2005. (This instrument, together with amending and supplementing instruments filed of record as Document Nos. 2006001464, 2007094436 and 2008011782 in the Official Public Records of Williamson County, Texas, is referred to herein as the "**Master Declaration**".)

WHEREAS, a recent Court decision held that the Association's Articles of Incorporation do not authorize the Association to govern all lots in the Woodland Park subdivision, and lack of such authority compromises the Association's effectiveness and will force an assessment increase in order for the Association to continue operations; therefore the Association conducted an election in which members were given a choice on whether to (1) amend the Articles of Incorporation to expand the Association's purposes to include governance of all lots in all sections of Woodland Park or (2) terminate/dissolve the Association as an active entity and amend the Master Declaration to delete all references to the Association.

WHEREAS the Members voted to terminate/dissolve the Association in accordance with the terms outlined herein, the vote is hereby documented by this filing of record.

The Association shall wind up its business, purchase "tail" insurance for a period of at least four years (funding allowing), and maintain funds as possible to cover any deductible incident to a claim made against the Association. The Association shall become a passive entity, existing only for purposes of covering liabilities that accrued during its active existence. At the end of four years, the Association shall distribute any assets remaining to those persons who were members of the Association at the time of the vote to dissolve/terminate.

The Master Declaration was amended as follows by vote of the Members in accordance with the Master Declaration and Ch. 209, Texas Property Code:

1. The following are deleted from Article 1 Definitions: Sections 1.1 Architectural Review Committee, 1.2 Articles, 1.3 Assessment, 1.4 Association, 1.6 Board, 1.7 Bylaws, 1.15 Member, and 1.20 Plans and Specifications.
2. All restrictions and provisions of Article III General Restrictions, Article IV Use Restrictions, and Article VIII Easements remain in place, but all references to the Architectural Review Committee, the Association, Board, Rules, and approval rights and requirements of the Association, Board, or Architectural Review Committee are deleted.
3. Deleted in their entirety are: Article V Homeowners Association, Article VI Architectural Review Committee, Article VII Funds and Assessments.
4. Deleted in their entirety are: Section 9.2 Nonliability of Board and Architectural Review Committee Members and Section 9.6 Mergers and Consolidations.
5. Section 9.3 is amended to state: "(b) By Owners. This Declaration may be amended by the recording in the Williamson County Official Public Records of an instrument setting forth the amendment that is executed and acknowledged by Owners who own more than fifty percent (50%) of the Lots subject to this Declaration."
6. All references to the Association and Board in section 9.4 Notices, and section 9.9(a) Right of Enforcement, are deleted.
7. Section 9(c) Liens is deleted.
8. "Owner" is substituted for "Member" whenever the latter appears in the Master Declaration

9. All other references to the Association, the Board, and the Architectural Review Committee, and their rights (including rights to collect assessments, make rules, and grant approvals) and obligations, are eliminated from the Master Declaration. Except for elimination to such references, all definitions, restrictions, covenants and conditions contained in the Master Declaration shall remain in full force and effect.

**THE HOMEOWNERS ASSOCIATION  
FOR WOODLAND PARK OF GEORGETOWN, INC.,  
a Texas Non-Profit Corporation**

By: [Signature]  
Name: Kevin H. Eisner  
Title: President WPHOA

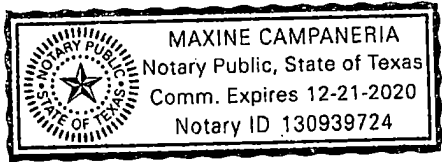
**Acknowledgement**

STATE OF TEXAS                   §  
   §  
COUNTY OF Williamson       §

This instrument was acknowledged before me on this 19<sup>th</sup> day of August 2019, by Kevin H. Eisner in the capacity stated above.

[Signature]  
Notary Public, in and for the State of Texas

**After recording, please return to:**  
Niemann & Heyer, L.L.P.  
Attorneys At Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701



File Server: CLIENTS: Woodland Park of Geo.: DeclarationAmendmentDissolution8-19.doc

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2019077424

REST Fee: \$29.00  
08/20/2019 12:34 PM JDISHER



[Signature]  
Nancy E. Rister, County Clerk  
Williamson County, Texas

① Kelley Spencer  
131 Walnut Tree Loop  
Georgetown TX 78633

STATE OF TEXAS  
COUNTY OF WILLIAMSON

ASSOCIATION MANAGEMENT CERTIFICATE FOR HOMEOWNERS ASSOCIATION FOR  
WOODLAND PARK WEST, INC.

This Management Certificate is recorded pursuant to Section 209.004 of the Texas Property Code and is as follows:

1. **Name of Subdivision:** Woodland Park West
2. **Name of the Association:** Homeowners Association for Woodland Park West, Inc.
3. **Recording Data for the Subdivision:** All the following Plat references are to the Plat Records and/or Official Public Records of Williamson County, Texas.

Woodland Park West Phase 1,	Document No. 2005019560;
Woodland Park West Phase 2A,	Document No. 2013104642;
Woodland Park West Phase 3A,	Document No. 2009024024;
Woodland Park West Phase 3B,	Document No. 2010020100;
Woodland Park West Phase 4,	Document No. 2007006323;
Woodland Park West Phase 5,	Document No. 2008007876;
Woodland Park West Phase 6A,	Document No. 2011086055;

4. **Recording Data for the Declaration:** All the following Document No. references are to the Official Public records of Williamson County, Texas.

Declaration of Covenants, Conditions and Restrictions Woodland Park West ("WPW") Phase 1:  
Document No. 2005035142, filed 05/11/2005

First Amendment and Restatement WPW Master Declaration of Covenants, Conditions and Restrictions:  
Document No. 2006065141, filed 08/02/2006

Supplemental Declaration for Woodland Park West Phase 4  
Document No. 2007010935, filed 02/09/2007

Supplemental Declaration for Woodland Park West Phase 3A  
Document No. 2009040610, filed 06/09/2009

Supplemental Declaration for Woodland Park West Phase 3B  
Document No. 2010021073, filed 04/06/2010

Second Supplemental Declaration for Woodland Park West Phase 3B  
Document No. 2010033536, filed 05/24/2010

Supplemental Declaration for Woodland Park West Phase 6A  
Document No. 2012000112, filed 01/03/2012

Amendment and Supplemental Declaration for Woodland Park West Phase 6A  
Document No. 2010021073, filed 02/09/2012

Supplemental Declaration for Woodland Park West Phase 2A  
Document No. 2013107184, filed 11/15/2013

**Other Recorded Documents related to Association and/or Subdivision:**

Association Articles of Incorporation filed in the Office of the Secretary of State June 7, 2006

Amendment to Plat and Restrictions – Woodland Park West Phase 1  
Filed 09/19/2005

Ratification of Subdivision Plat -- Document No. 2007007240, filed 01/29/2007

Bylaws of Homeowners Association for Woodland Park West, Inc.  
Document No. 2008011400, filed 02/13/2008

Amendment to Plat and Restrictions Woodland Park West – Phase 3A  
Document No. 2009040608, filed 06/09/2009

Ratification of Covenants, Conditions and restrictions and Subdivision Plat  
Document No. 2009040609, filed 06/09/2009

5. **Name, Mailing address and Phone Number of the Association:** Homeowners Association for Woodland Park West, Inc. c/o Real Manage P.O. Box 803555, Dallas, TX 75380; phone 866-473-2573

**Managing Agent/Representative:** Cindy Neale.

6. **Association Website Address:** [www.ciranet.com/residentportal](http://www.ciranet.com/residentportal)
7. At the time of purchase a lot may be subject to a lien for assessments and other sums previously unpaid by prior owner(s) including attorney's fees, interest, and other charges. You are advised to obtain a "resale certificate" from the Association management which will verify whether there are unpaid amounts. Closing officers are asked to contact the managing agent to obtain further material to be presented to the buyer at closing.
8. The following fees associated with any transfer of property will be charged as appropriate:

Statement of Account --\$250.00 each

Conveyance Processing Fee -- \$325.00 each

Refinance -- \$250.00 each

Resale Certificate Fulfillment Fee -- \$310.00 each

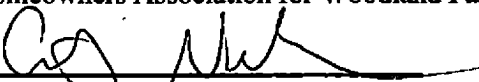
Resale Certificate Fulfillment Fee -- Condominium (with lender questionnaire) -- \$485.00 each

Closing Document Rush Fee -- \$200.00 each

Conveyance Fee Surcharge for Delinquent Accounts -- \$150.00 each

Request Update Fee --\$90.00 each

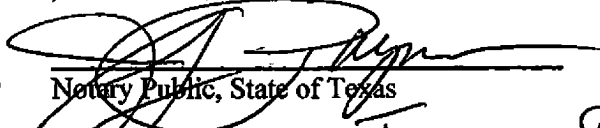
Homeowners Association for Woodland Park West, Inc.

  
By: Cindy Neale, Managing Agent

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on December 23, 2021 by Cindy Neale, as managing agent for Homeowners Association for Woodland Park West, Inc., a nonprofit corporation incorporated under the laws of the State of Texas, on behalf of said corporation



  
Notary Public, State of Texas  
Printed name of Notary JENNIFER PAYNE

My Commission Expires: 6/18/2024

**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

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Pages: 4 Fee: \$34.00

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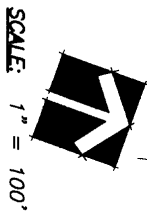
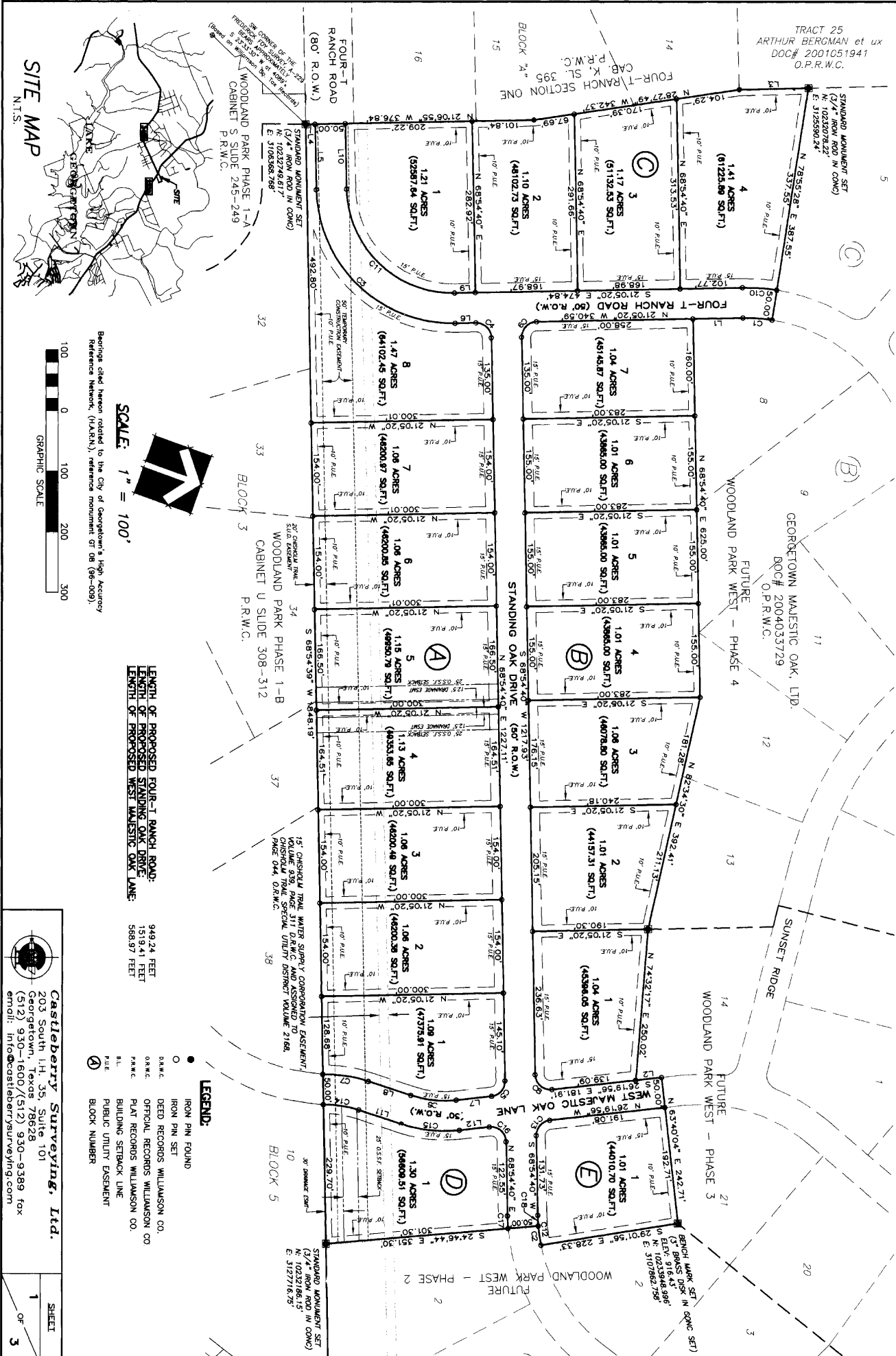
MBARRICK



*Nancy E. Rister*

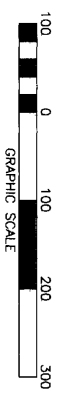
Nancy E. Rister, County Clerk  
Williamson County, Texas

FINAL PLAT OF  
**WOODLAND PARK WEST - PHASE 1**  
 26.87 ACRES OUT OF THE FREDERICK FOY SURVEY, A-229  
 WILLAMSON COUNTY, TEXAS



SCALE: 1" = 100'

Bearings cited herein related to the City of Georgetown's High Accuracy Reference Network, (HARN), reference monument 07 08 (96-009).



LENGTH OF PROPOSED FOUR-T RANCH ROAD:  
 LENGTH OF PROPOSED STANDING OAK DRIVE:  
 LENGTH OF PROPOSED WEST MAJESTIC OAK LANE:

945.24 FEET  
 145.94 FEET  
 588.97 FEET

- LEGEND:**
- IRON PIN FOUND
  - IRON PIN SET
  - DEED RECORDS WILLAMSON CO.
  - D.R.M.C.
  - OFFICIAL RECORDS WILLAMSON CO
  - P.L.M.C.
  - BUILDING SETBACK LINE
  - PUBLIC UTILITY EASEMENT
  - ▲ BLOCK NUMBER

**Castleberry Surveying, Ltd.**  
 203 South I.H. 35, Suite 101  
 Georgetown, Texas 78626  
 (512) 930-1600 / (512) 930-9389 fax  
 email: info@castleberrysurveying.com

SHEET 1 OF 3

FINAL PLAT OF  
**WOODLAND PARK WEST – PHASE 1**  
 26.87 ACRES OUT OF THE FREDERICK FOY SURVEY, A-229  
 WILLIAMSON COUNTY, TEXAS

**PLAT NOTES:**

1. TOTAL ACRES: 26.87 ACRES
2. NO. OF LOTS: 21 RESIDENTIAL LOTS
3. NO. OF BLOCKS: 5
4. AREA OF SMALLEST RESIDENTIAL LOT: 1.00 ACRE
5. PROPOSED USE: SINGLE FAMILY RESIDENTIAL
6. NO PORTION OF THIS SUBDIVISION IS ENCLOSED BY SPECIAL FLOOD HAZARD AREA INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U. S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY-PANEL NUMBER 48491C0100 C, EFFECTIVE DATE, SEPTEMBER 27, 1991.
7. OWNER: JISM DEVELOPMENT, INC.  
 James H. Jacobs, President  
 P.O. Box 249  
 GEORGETOWN, TEXAS 78627

**B. WATER, WASTE WATER, AND ELECTRIC SERVICE WILL BE PROVIDED BY THE FOLLOWING:**

- A. WATER SERVICE – CHISHOLM TRAIL S.U.D.
- B. WASTE WATER/SEWAGE – ON-SITE SEWAGE FACILITIES (O.S.S.F.), ALL LOT PROPERTY OWNERS SHALL COMPLY WITH 30 TAC CHAPTER 285 REGARDING THE INSTALLATION, OPERATION, AND MAINTENANCE OF ON-SITE SEWAGE FACILITIES AND REQUIRED SETBACKS FROM POTABLE WATER SUPPLY LINES.
- C. ELECTRIC SERVICE – PERDENALES ELECTRIC CO-OPERATIVE, INC.
- D. TELEPHONE SERVICE – G.T.E. SOUTHWEST

9. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.

10. THE PROVISIONS OF THE CENTURY PLAN-DEVELOPMENT PLAN SHALL ALSO GOVERN THIS PROJECT; THE CENTURY PLAN HAS ASSIGNED THIS PROPERTY "INTENSITY LEVEL 1".

11. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY/COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

12. THE COORDINATE VALUES AND BEARINGS CITED HEREON ARE REFERENCED TO TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD 83/93 AND BASED MONUMENT NO. "GT-08" OF THE CITY OF GEORGETOWN'S HIGH ACCURACY REFERENCE NETWORK (H.A.R.N.), COMBINED SCALE FACTOR (CSF) OF 0.99986630; ELEVATIONS REFERENCED TO NAVD 88 AND BASED ON MONUMENT NO. "GT-08" OF SAID CITY OF GEORGETOWN H.A.R.N., WITH A RECORD ORTHOMETRIC ELEVATION OF 770.9780'; DISTANCES CITED HEREON ARE SURFACE VALUES, GRID DISTANCES MAY BE OBTAINED BY APPLYING THE COMBINED SCALE FACTOR TO THE SURFACE VALUES.

13. THIS SUBDIVISION IS LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION (E.T.J.) OF THE CITY OF GEORGETOWN.

14. IMPERVIOUS COVER ON THE LOTS WITHIN THIS SUBDIVISION SHALL NOT EXCEED 179,422 SQUARE FEET. DETENTION WILL NOT BE REQUIRED BECAUSE OVERALL IMPERVIOUS COVER WILL BE LIMITED TO 20 PERCENT.

15. MAINTENANCE OF DRAINAGE OF DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

16. THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY HAS APPROVED, IN WRITING, THE POLLUTION ABATEMENT PLAN.

17. A. THIS DEVELOPMENT SHALL COMPLY WITH ALL APPLICABLE CITY, COUNTY AND STATE REGULATIONS.
- B. PARKLAND REQUIREMENTS HAVE BEEN MET BY PAYMENT OF FEES IN LIEU OF LAND DEDICATION.
- C. WAIVERS TO THE UNIFIED DEVELOPMENT CODE HAVE BEEN APPROVED BY THE CITY COUNCIL ON NOVEMBER 25, 2003 FOR THE FOLLOWING DESIGN STANDARDS:
  1. SECTION 13.04.050 – TO REDUCE THE RIGHT-OF WAY WIDTH FROM 70 FEET TO 50 FEET.
  2. SECTION 13.07.020 – TO ELIMINATE THE REQUIREMENT FOR STREET LIGHTING WITHIN THE SUBDIVISION.

18. WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT ENVIRONMENTAL SERVICES NOTES:  
 A. OSSF MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.

B. ON SITE SEWAGE FACILITY DISPOSAL FIELDS SHALL BE SET BACK FROM DRAINAGE WAYS, DRAINAGE EASEMENTS, AND WATER COURSES A DISTANCE OF 25, 50, OR 75 FEET AS DETERMINED BY THE TYPE SEWAGE FACILITY INSTALLED AND AS REQUIRED BY THE WILLIAMSON COUNTY AND CITIES HEALTH DEPARTMENT.

C. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS NATURAL RESOURCES CONSERVATION COMMISSION HAS APPROVED IN FULL WRITING THE POLLUTION ABATEMENT PLAN.

D. THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

19. GENERAL GRADING NOTES:  
 A. BUILDING SLAB ELEVATION SHALL BE 1 FT. ABOVE ANY POINT ON THE LOT WITHIN 5 FT. PERIMETER OF THE BUILDING. ADDITIONAL ELEVATION REQUIREMENTS MAY BE IMPOSED BY WILLIAMSON COUNTY FLOOD PLAIN REGULATIONS. SOME POINT WITHIN THE FIRST 10 FT. OF DRIVEWAY SHALL HAVE THE SAME OR GREATER ELEVATION AS THE TOP OF THE CURB ACROSS THE ENTIRE WIDTH OF THE DRIVEWAY.

B. ALL NATURAL DRAINAGE PATTERNS WITHIN THE SUBDIVISION SHALL BE MAINTAINED.

C. FILL IS NOT ALLOWED WITHIN THE SIDE OR REAR BUILDING SETBACK LINES.

D. FILL IS NOT ALLOWED WITHIN STREET R.O.W.s AFTER STREETS ARE ACCEPTED BY THE CITY AND COUNTY.

20. ALL DRIVEWAYS SHALL BE DIP TYPE.

21. ENGINEER:

**Couler Engineering**  
 CIVIL ENGINEERS  
 595 ROUND ROCK WEST DRIVE, STE. 101  
 ROUND ROCK, TEXAS 78681  
 (512) 248-1800 VOICE  
 (512) 248-8603 FAX

**PERIMETER FIELD NOTES**

All that certain tract or parcel of land situated in Williamson County, Texas, out of the Frederick Foy Survey, Abstract No. 229, and being a portion of that tract described as 195.6274 acres in a Warranty Deed with Vendor's Lien granted to Georgetown Majestic Oak Ltd., a Texas limited partnership, dated April 22, 2004, and recorded as Document No. 2004033729, Official Public Records of Williamson County, Texas, and further described by metes and bounds as follows:

BEGINNING at a 3/4" iron pin set in concrete in the northeast corner of Woodland Park Phase 1-A, a subdivision in Williamson County, Texas, recorded in Cabinet S, Slide 245; Plat Records of Williamson County, Texas, the northwest corner of Woodland Park Phase 1-B, a subdivision in Williamson County, Texas, recorded in Cabinet U, Slide 308 of said plat records, and at the southeast corner of Four-T Ranch, Section One, a subdivision in Williamson County, Texas, recorded in Cabinet K, Slide 394 of said plat records, also being the southeast terminus of Four-T Ranch Road, an 80 foot right-of-way, for the southwest corner of said Georgetown Majestic Oak Ltd. tract and this tract, the approximate southwest corner of the Frederick Foy Survey bears S 23°39' W 4326 feet;

THENCE: with the east line of said Four-T Ranch, Section One (Cab. K, Slide 394) and the west line of said Georgetown Majestic Oak Ltd. tract and this tract in the following two (2) courses,

- (1)N 21°06'55" W, passing the northeast terminus of said of Four-T Ranch Road at approximately 80 feet in all 376.84 feet to a 1/2" iron pin found, for an angle point of this tract,
- (2)N 28°27'48" W 342.37 feet to a 1/2" iron pin found, for the southeast corner of that tract described as 7.05 acres in a Warranty Deed with Vendor's Lien granted to Arthur Bergmann, et ux, dated July 13, 2001, and recorded as Document No. 2001051941, of said official public records, said tract also known as Lot 25, Northlake, Section E, an unrecorded subdivision, for an angle point of this tract;

THENCE: N 21°20'52" W 114.55 feet with the east line of said Bergmann tract and the west line of said Georgetown Majestic Oak Ltd. tract and this tract to a 3/4" iron pin set in concrete for the northwest corner of this tract;

THENCE: with the north line of this tract and into said Georgetown Majestic Oak Ltd. tract in the following eight (8) courses,

- (1)N 78°55'28" E 387.55 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set for an exterior all corner of this tract,
- (2)48.18 feet along a curve to the left and concave to the northeast (D=10°02'21", r=275.00 feet, ic bears S 16°04'10" E 48.12 feet) to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set,
- (3)S 21°05'20" E 82.59 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set for an interior ell corner of this tract,
- (4)N 68°54'40" E 625.00 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set for an angle point of this tract,
- (5)N 82°34'30" E 392.41 feet to a 3/4" iron pin set in concrete for an angle point of this tract,
- (6)N 74°32'17" E 250.02 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set for an interior ell corner of this tract,
- (7)N 26°19'56" W 42.82 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set for an exterior ell corner of this tract,
- (8)N 63°40'04" E 242.71 feet to a 3/4" iron pin set in concrete set for the northeast corner of this tract;


THENCE: with the east line of this tract and continuing into said Georgetown Majestic Oak Ltd. tract in the following three (3) courses,

- (1)S 29°01'56" E 228.33 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set for an exterior ell corner of this tract,
- (2)31.93 feet along a curve to the right and concave to the northwest (D=06°39'10", r=275.00 feet, ic bears S 61°53'33" W 31.91 feet) to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set for an interior ell corner of this tract,
- (3)S 24°46'44" E 351.30 feet to a 3/4" iron pin set in concrete in the north line of Lot 10, Block 5 of said Woodland Park Phase 1-B (Cab. U, Slide 308), for the southeast corner of this tract;

THENCE: S 68°54'39" W 1848.19 feet with the south line of this tract and the north line of said Woodland Park Phase 1-B (Cab. U, Slide 308) to the Point of Beginning and containing 26.87 acres of land.

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 21°05'20" E	82.59'
L2	N 26°19'56" W	42.82'
L3	N 21°20'52" W	114.55'
L4	N 21°06'55" W	15.78'
L5	N 68°51'15" E	108.03'
L6	N 21°05'20" W	34.12'
L7	S 26°19'56" E	58.70'
L8	S 01°38'40" E	73.89'
L9	S 21°05'20" E	34.12'
L10	S 68°51'15" W	108.00'
L11	N 01°38'40" W	73.89'
L12	N 26°19'56" W	49.52'

CURVE TABLE					
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	10°02'21"	275.00	48.18	48.12	S 16°04'10" E
C2	06°39'10"	275.00	31.93	31.91	S 61°53'33" W
C3	89°56'35"	225.00	353.21	318.04	N 23°52'58" E
C4	90°00'00"	25.00	39.27	35.36	N 23°54'40" E
C5	84°45'24"	25.00	36.98	33.70	S 68°42'58" E
C6	24°41'16"	175.00	75.40	74.82	N 13°59'18" E
C7	19°26'46"	225.00	76.36	76.00	S 11°22'03" E
C8	95°14'36"	25.00	41.56	36.94	S 21°17'22" W
C9	90°00'00"	25.00	39.27	35.36	N 66°05'20" W
C10	10°00'46"	325.00	56.80	56.72	S 16°03'37" E
C11	89°56'35"	175.00	274.72	247.36	S 23°52'58" W
C12	10°20'40"	275.00	49.65	49.58	S 63°44'18" W
C13	84°45'24"	25.00	36.98	33.70	S 68°42'58" W
C14	19°26'47"	175.00	59.40	59.11	N 11°22'04" W
C15	24°41'16"	225.00	98.95	96.20	N 13°59'18" W
C16	95°14'36"	25.00	41.56	36.94	N 21°17'22" E
C17	03°41'28"	325.00	20.94	20.93	N 67°03'54" E
C18	03°41'30"	275.00	17.72	17.72	N 67°03'53" E

	<b>Castleberry Surveying, Ltd.</b> 203 South I.H. 35, Suite 101 Georgetown, Texas 78628 (512) 930-1600/(512) 930-9389 fax email: info@castleberrysurveying.com	SHEET <b>2</b> OF <b>3</b>
	Doc. 2005019560	

Cabinet AA  
 Slide 58  
 Doc. 2005019560

FINAL PLAT OF  
**WOODLAND PARK WEST - PHASE 1**  
26.87 ACRES OUT OF THE FREDERICK FOY SURVEY, A-229.  
WILLIAMSON COUNTY, TEXAS

Cabinet AA

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §  
KNOW ALL MEN BY THESE PRESENTS;

That I, James H. Jacobs, President, JSM DEVELOPMENT, INC., the owner of that certain tract of land shown hereon and described in a Warranty Deed recorded as Doc# 2004052016 of the Official Public Records, Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide said parcels as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate as the trustee of the public may deem appropriate the streets, alleys, right-of-way, easements, and public places shown hereon for such public purposes as the trustee of the public may deem appropriate. This subdivision is to be known as **WOODLAND PARK WEST - PHASE 1**.

This subdivision known as **WOODLAND PARK WEST - PHASE 1**, has been approved for filing for record according to the minutes of the meeting of the Georgetown City Council on the 23 day of November, 2005 A. D.

Gary Nefon  
Gary Nefon, Mayor  
City of Georgetown, Texas

ATTEST:  
Sandra Lee  
Sandra Lee, City Secretary  
City of Georgetown, Texas

TO CERTIFY WHICH, WITNESS by my hand this the 14<sup>th</sup> day of February, 2005 A. D.

JSM DEVELOPMENT, INC.  
James H. Jacobs, President  
P.O. Box 249  
GEORGETOWN, TEXAS 78627

I, BOBBY RAY Director of the Planning and Development Services Division of the City of Georgetown, do hereby certify this plat as approved for filing of record with the County Clerk of Williamson County, Texas.

Bobby Ray  
Bobby Ray  
Interim Director  
Planning and Development Services

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §  
KNOW ALL MEN BY THESE PRESENTS;

Before me, the undersigned authority, on this day personally appeared JAMES H. JACOBS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this the 14<sup>th</sup> day of February, 2005 A. D.

Linda Knight  
Notary Public in and for the State of Texas



STATE OF TEXAS §  
COUNTY OF WILLIAMSON §  
KNOW ALL MEN BY THESE PRESENTS;

I, Clyde C. Castleberry Jr., Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place except as shown on the accompanying plat, and that the corner monuments shown thereon were placed under my supervision in accordance with the Subdivision Regulations of the City of Georgetown, Texas.

The perimeter field notes shown hereon have a mathematical closure within the standards as stated in the "Professional Land Surveying Act" of the State of Texas to the best of my knowledge and belief.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 14<sup>th</sup> day of February, 2005 A. D.

Clyde C. Castleberry Jr.  
Registered Professional Land Surveyor No. 4835  
State of Texas



STATE OF TEXAS §  
COUNTY OF WILLIAMSON §  
KNOW ALL MEN BY THESE PRESENTS;

I, James B. Coulter, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is in the Edwards Aquifer Recharge Zone and is NOT encroached by a Zone A flood area, as denoted hereon, and as defined by Federal Emergency Administration Flood Hazard Boundary Map, Community Panel Number 4849100100 C, effective date September 27, 1991, and that each lot conforms to the City of Georgetown Subdivision Regulations.

The fully developed, concentrated stormwater runoff resulting from the one hundred (100) year frequency storm is contained within the drainage easements and/or public rights-of-way dedicated by this plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 15<sup>th</sup> day of February, 2005 A.D.

James B. Coulter  
Registered Professional Engineer No. 57922  
State of Texas



Based on the representations of the Engineer or Surveyor whose seal is affixed hereto, and after a review of the plat as represented by said Engineer or Surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County, The Williamson County Flood Plain Regulations, and the Williamson County On-site Sewerage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verification of the facts alleged. The Williamson County and Cities Health District and Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

Paulo Pinto 2/19/05  
Paulo Pinto  
Director of Environmental Services  
Date



STATE OF TEXAS §  
COUNTY OF WILLIAMSON §  
KNOW ALL MEN BY THESE PRESENTS;

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the 17<sup>th</sup> day of March, 2005 A. D., at 2:00 o'clock P. M., and duly recorded this 17<sup>th</sup> day of March, 2005 A. D., at 3:04 o'clock P. M., in the Plat Records of said County in Cabinet AA, Slide 57, 58 and 59.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy Rister, Clerk County Court of Williamson County

Nancy E. Rister By: Janice Vitik  
Deputy

Slide 59

Doc. 2005019560