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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**FOR****UNIVERSITY PARK****THE STATE OF TEXAS**

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COUNTY OF WILLIAMSON

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KNOW ALL PERSONS BY THESE PRESENTS:

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR UNIVERSITY PARK (this "Declaration"), is made on the date hereinafter set forth by **KB HOME LONE STAR LP**, a Texas limited partnership ("Declarant"), for the purpose of evidencing the covenants, conditions and restrictions contained herein.

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property platted as University Park – Unit Two, Section One, Phase A, as approved by the City of Georgetown and filed of record on or about December 20, 2002, in Cabinet W, Slide 383 et seq. in the Plat Records of Williamson County, Texas, said subdivision hereinafter referred to as the "Development" or the "Subdivision", and such plat, as may be amended or further replatted, being referred to as the "Plat", all of said real property being more specifically described on the Plat of the Development which are incorporated herein and made a part hereof for all purposes (the "Property").

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, covenants, restrictions and conditions shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of Declarant and each owner thereof.

ARTICLE I**ADDITIONAL DEFINITIONS**

1.1 Association. "Association" shall mean and refer to the Property Owners of University Park (Georgetown) Homeowners' Association, Inc., its successors and assigns.

1.2 Areas of Common Responsibility. "Areas of Common Responsibility" shall mean those areas listed below in which the Association shall maintain, upkeep and repair:

- (a) Any and all common areas as may be depicted on the Plat for the Development.

- (b) Any and all landscaping, entry way features, signage, landscaping and monument signage, screening walls, irrigation systems, lighting and improvements located within the Development, including but not limited to the entry features and signage located within the Development and screening within the Development.
- (c) Any and all landscape and drainage easements, detention ponds, right of ways, and common areas that may be depicted on the Plat to the extent same is not maintained by the City, any governmental agency or other entity.
- (d) Lot 1A, Block A, as depicted on the Plat to the extent same is not maintained by the City, any governmental agency or other entity.
- (e) 10 Foot Access Easement and P.U.E., as depicted on the Plat to the extent same is not maintained by the City, any governmental agency or other entity.

1.3 Declarant. The term "Declarant" shall mean KB HOME LONE STAR LP, a Texas limited partnership, and any party to whom it shall expressly assign in writing, its rights, powers, privileges and prerogatives hereunder.

1.4 City. "City" shall mean the City of Georgetown, Texas.

1.5 County. "County" shall mean Williamson County, Texas.

1.6 Home. "Home" shall mean a single-family residential unit constructed on a Lot being a part of the Property, including the parking garage utilized in connection therewith and the Lot upon which the Home is located.

1.7 Lienholder. "Lienholder" or "Mortgagee" shall mean the holder of a first mortgage lien, either on any Home and/or any Lot.

1.8 Lot. "Lot" or "Lots" shall mean and refer to a portion of the Property designated as a Lot on the Plats of the Property, excluding open space, streets, alleys and any Area of Common Responsibility. Where the context requires or indicates, the term Lot shall include the Home and all other improvements which are or will be constructed on the Lot.

1.9 Member. "Member" shall mean and refer to every person or entity who holds membership in the Association. The Declarant and each Owner shall be a Member in the Association.

1.10 Owner. "Owner" shall mean and refer to the record Owner, other than Declarant whether one or more persons or entities, of a fee simple title to any Lot and shall include any homebuilder, but shall exclude those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any Lienholder or Mortgagee who acquires fee simple title to any Lot which is a part of the Property, through deed in lieu of foreclosure or through judicial or nonjudicial foreclosure.

ARTICLE II

PROPERTY RIGHTS

2.1 Maintenance of Areas of Common Responsibility by the Declarant and the Association.

Initially, the Declarant will be solely obligated to maintain and improve the Areas of Common Responsibility in a prudent manner to enhance the safety, security and overall appearance of the Development. Upon the happening of either of the events set forth in Section 3.2(b) hereunder, the Association will be solely obligated to maintain and improve the Areas of Common Responsibility in a prudent manner to enhance the safety, security and overall appearance of the Development. Any provision to the contrary notwithstanding, Lot 1A, Block A of the Subdivision shall not be considered an Area of Common Responsibility, and the Association shall have no obligation to maintain such lot, unless and until the Association accepts the dedication or conveyance of such lot. Until such time as the Association accepts the dedication or conveyance of Lot 1A, Block A of the Subdivision, JBTB Investments I, Ltd., a Texas limited partnership ("JBTB"), shall be responsible for the proper maintenance of such lot and the compliance with all applicable laws, permits, rules, codes and regulations relating to such lot. The Declarant, JBTB and Association shall not, except as the Declarant, JBTB or Association may reasonably deem appropriate to comply with applicable laws or to protect the health, safety or welfare of the Development or the Members, cause (i) any buildings or permanent structures to be constructed within the Areas of Common Responsibility, or (ii) allow any interference or conflict with the natural or planted vegetation or trees in the Areas of Common Responsibility. The Association shall have the following rights with regard to the Areas of Common Responsibility:

(i) the right to dedicate or transfer all of any part of the Areas of Common Responsibility to any public agency or authority subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless (a) an instrument of agreement to such dedication or transfer, signed by two-thirds (2/3) of each class entitled to vote (determined pursuant to Section 3.2 hereof) is properly recorded, in the Real Property Records of the County, (b) a written notice of proposed action under this Section is sent to every Owner (including Lienholder or Mortgagees) not less than thirty (30) days, nor more than sixty (60) days in advance of said action, and (c) the City consents in writing to the dedication or transfer;

(ii) the right to borrow money to be secured by a lien against the Areas of Common Responsibility; however, the rights under such improvement mortgage shall be subordinate and inferior to the rights of the Owners hereunder; and

(iii) the right to enter upon and make rules and regulations relating to the use of the Areas of Common Responsibility and the right to entry upon any access, maintenance or other easements for the purposes of maintaining the Areas of Common Responsibility.

2.2 Title to Areas of Common Responsibility. The recordation of this Declaration shall serve as a dedication and conveyance to the Association, without consideration, of the fee simple title to the Areas of Common Responsibility owned by Declarant free and clear of monetary liens and encumbrances other than those created in or subordinate to this Declaration. Lot 1A, Block A of the Subdivision shall not be conveyed to the Association by the recordation of this Declaration, and JBTB shall continue to own the fee simple title to such lot until a separate conveyance of such lot is executed and accepted.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Declarant, during the time it owns any Lots, and each person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Transfer of ownership, either voluntarily or by operation of law, shall terminate such Owner's membership in the Association, and membership shall be vested in the transferee; provided, however, that no such transfer shall relieve or release such Owner from any personal obligation with respect to assessments which have accrued prior to such transfer.

3.2 Voting Rights. The Association shall have two classes of voting membership.

(a) **Class "A".** The Class "A" Members shall be all Owners. The Class "A" Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) **Class "B".** The Class "B" Member shall be Declarant. The Declarant shall be entitled to three votes for each Lot it owns; provided however that Declarant shall cease to be a Class "B" Member and shall become a Class "A" Member entitled to one vote per Lot on the happening of either of the following events:

(i) when the total votes outstanding in the Class "A" membership equals the total votes outstanding in the Class "B" membership, or

(ii) the expiration of ten (10) years from the recording date of this instrument in the Real Property Records of the County.

3.3 No Cumulative Voting. At all meetings of the Homeowners' Association, there shall be no cumulative voting. Prior to all meetings, the Board of Directors shall determine the total number of votes outstanding and entitled to vote by the Members.

3.4 Association's Powers. In addition to the rights of the Association set forth in other sections of this Declaration, the Association shall have the duty to enforce the covenants under this Declaration and maintain all Areas of Common Responsibility and shall have the right, power, and authority to do any act which is consistent with or required by the provisions of this Declaration or the Bylaws, whether the same be expressed or implied, including but not limited to the following:

(a) The power to levy and collect Assessments (as hereinafter defined), of whatever nature for the maintenance, repair or replacement of the Areas of Common Responsibility existing on the Property and for such other purposes as are herein provided;

(b) The power to keep accounting records with respect to the Association's activities ;

- (c) The power to contract with and employ others for maintenance and repair; and
- (d) The power to adopt rules and regulations concerning the operation of the Association.

3.5 City's Rights. Should the Declarant, JBTB or the Association or its Board fail or refuse to maintain such Areas of Common Responsibility to City specifications for an unreasonable time, not to exceed ninety days after written request to do so, the City, shall have the same right, power and authority as is herein given to the Association and its Board to enforce this Declaration and levy Assessments in the manner set forth herein. It is understood that in such event, the City may elect to exercise the rights and powers of the Association or its Board, to the extent necessary to take any action required and levy any Assessment that the Association might have, either in the name of the Association, or otherwise, to cover the cost of maintenance of such Areas of Common Responsibility.

ARTICLE IV

ASSESSMENTS MAINTENANCE FUND AND ASSESSMENT LIENS

4.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, covenants and agrees to pay to the Association: (i) annual assessments or charges (ii) charges in connection with the transfer of a Lot, and (iii) special assessments for capital improvements. Such assessments (collectively, the "Assessments") are to be fixed, established and collected as provided herein. Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be secured by a continuing lien which is hereby created and impressed for the benefit of the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest costs and reasonable attorney's fees shall also constitute a personal obligation of the person or entity who was the record Owner of such Lot at the time of the Assessment. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by such successors; however, the lien upon the Lot shall continue until paid.

4.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of the Lots, the improvement and maintenance of the Areas of Common Responsibility and any other property owned by the Association, and the performance and/or exercise of the rights and obligations of the Association arising hereunder. Assessments shall include, but not be limited to, funds to cover actual Association costs (including reasonable reserves) for all taxes, insurance, repair, replacement, maintenance and other activities as may from time to time be authorized by the Board of Directors; legal and accounting fees, and any fees for management services; expenses incurred in complying with any laws, ordinances or governmental requirements applicable to the Association or the Property; reasonable replacement reserves and the cost of other facilities and service activities, including, but not limited to, mowing grass, grounds care, sprinkler system, landscaping, and other charges required or contemplated by this Declaration and/or that which the Board of Directors of the Association shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes and other charges as specified herein.

4.3 Basis and Maximum of Annual Assessments and Transfer Fees on the Sale of Lots.

(a) Upon the recording of this Declaration, the regular maximum annual Assessment shall be an amount not to exceed Four Hundred and Fifty Dollars (\$450.00) per Lot.

(b) From and after January 1 of the first full year after the date of recordation of this Declaration and each year thereafter, the maximum regular annual assessment may be increased by an amount up to ten percent (10%) over the preceding year's regular annual assessment solely by the Board of Directors. Any increase over and above 10% of the previous year's regular annual assessment shall be done only by the prior written approval of sixty-six and two-thirds percent (66-2/3 %) of the outstanding votes (determined pursuant to Section 3.2 hereof) held by the Members at a meeting at which a quorum is present.

(c) In addition to the regular annual assessment, as a condition to the sale of every Lot, every purchaser and seller, (other than the Declarant), shall be assessed a community enhancement fee of \$100.00 that shall be paid by each seller and purchaser at every closing (the "Community Enhancement Fee"). The Community Enhancement Fee shall be for the sole benefit of the Association. Upon the fifth anniversary of the recording of this Declaration, the Community Enhancement Fee that will be payable at every closing by every purchaser and seller (other than Declarant), shall be the greater of \$100.00 or .15% of the sales price of the Lot. By way of example, if the Lot sells for \$100,000.00, the Community Enhancement Fee that will be paid by the seller and purchaser at closing shall be \$150.00 by each party.

4.4 Special Assessments. In addition to the regular annual Assessment and transfer fees payable on the sale of lots authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs incurred by the Association pursuant to the provisions of this Declaration, provided that any such Assessment shall have the prior written approval of sixty-six and two-thirds percent (66-2/3 %) of the outstanding votes (determined pursuant to Section 3.2 hereof) held by the Members at a meeting at which a quorum is present. Any Special Assessments shall be prorated based on the period of time the Owner owns the Lot during such year.

4.5 Notice and Quorum for any Action Authorized Under Sections 4.3 and 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.3 and 4.4 hereunder shall be given to all Members not less than ten (10) days nor more than twenty (20) days in advance of such meeting. At such meeting, the presence of Members or of written proxies entitled to cast sixty percent (60%) of all the votes entitled to be cast by the Members of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

4.6 Uniform Rate of Assessment. Both the regular annual and Special Assessments shall be fixed at a uniform rate for all Lots, and shall commence and be due in accordance with the provisions of Section 4.7 hereof. Each Owner, (other than Declarant who is required to pay the deficiency described below), shall pay one hundred percent (100%) of the established Assessment for each Lot he or it owns.

4.7 Date of Commencement of Annual Assessments; Due Dates.

(a) The obligation to pay regular annual assessments provided for herein shall commence no earlier than the date this Declaration is recorded. The Assessments shall then be due on such payment dates as may be established by the Association. Assessments shall be due and payable on an annual basis unless otherwise designated by the Association.

(b) As long as Declarant is a Class "B" Member pursuant to Section 3.2 hereof, Declarant shall pay the deficiency resulting in the event the cost of maintenance exceeds the amount of the Assessments received from the Owners; provided, however, in such event, Declarant shall not otherwise be required to pay Assessments with respect to portions of the Property owned by Declarant; and further, provided, however, in no event shall Declarant be required to pay an amount which is in excess of one hundred percent (100%) of the established Assessment for each Lot it owns. When the Declarant is converted to a Class "A" Member, the Declarant (i) shall no longer be responsible for contributing shortfalls outlined in the preceding sentence but rather, (ii) shall commence making regular annual and Special Assessments pursuant to Sections 4.3 and 4.4 hereof calculated on the number of Lots Declarant then owns.

(c) Unless provided above, the annual Assessments for the first Assessment year shall be fixed by the Association prior to the sale of the first Lot to an Owner. Except for the first Assessment year, the Association shall fix the amount of the annual Assessment at least thirty days in advance of each Assessment year, which shall be the calendar year; provided, however, that the Association shall have the right to adjust the regular annual Assessment upon thirty days written notice given to each Owner, as long as any such adjustment does not exceed the maximum permitted pursuant to Section 4 hereof. Written notice of the regular annual Assessment shall be given as soon as is practicable to every Owner subject thereto. The Association shall, upon demand at any time, furnish a certificate in writing signed either by the President, Vice President or the Treasurer of the Association setting forth whether the annual and special Assessments on a specified Lot have been paid and the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(d) No Owner may exempt himself from liability for Assessments by waiver of the use or enjoyment of any portion of the Development or Areas of Common Responsibility or by abandonment of his Home.

4.8 Effect of Non-Payment of Assessments; Remedies of the Association.

(a) All payments of the Assessments shall be made to the Association at its principal place of business in Williamson County, Texas, or at such other place as the Association may otherwise direct or permit. Payment shall be made in full regardless of whether any Owner has any dispute with Declarant, the Association, any other Owner or any other person or entity regarding any matter to which this Declaration relates or pertains. Payment of the Assessments shall be both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

(b) Any Assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such Assessment is not paid within thirty (30) days after the date of delinquency, the

Assessment shall bear interest from the date of delinquency (with no notice required to be given), until paid, at the rate of ten percent (10%) per annum or the maximum rate allowed by law, whichever is the lesser. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions hereof, foreclose the lien against the Lot as provided in Subsection 4.8(d) hereof. There shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee, together with the costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or in equity foreclosing such lien against such Owner, and the expenses incurred in connection therewith, including interest, costs and reasonable attorney's fees shall be chargeable to the Owner in default. Under no circumstances, however, shall Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce any Assessments.

(c) No action shall be brought to foreclose said Assessment lien or to proceed under the power of sale herein provided in less than thirty (30) days after the date a notice of claim of lien is deposited with the postal authority, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the Office of the County Clerk of the County; said notice of claim must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid Assessment at the maximum legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the Association.

(d) Any such sale provided for above is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Property Code of the State of Texas (as it may be amended from time to time), or in any other manner permitted by law. Each Owner, by accepting a deed to a Lot, expressly grants to the Association a power of sale as set forth in said Section 51.002 of the Property Code, in connection with the Assessment lien. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(e) Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed the actual cost of preparing and filling or recording the lien and the release. The Assessment lien and the right to foreclosure sale hereunder shall be in addition to and not in substitution of all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including the right of suit to recover a money judgment for unpaid Assessments, as above provided.

4.9 Subordination of Lien to First Mortgages. The lien securing the Assessments provided for herein shall be expressly subordinate to the lien of any first lien mortgage on any Lot. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any first lien mortgage, pursuant to a decree of foreclosure or a non-judicial foreclosure under such first lien mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due, in accordance with the terms herein provided.

4.10 Management Agreements. The Association shall be authorized to enter into management agreements with third parties in connection with the operation and management of the development and the performance of its obligations hereunder. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be canceled with or without cause and without penalty by the Association with thirty (30) days written notice and the management company with ninety (90) days written notice. Any and all management agreements shall be for a term not to exceed one year and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type. The Association may, at its discretion, assume self-management of the development by the Association.

4.11 Insurance Requirements. The Association shall obtain insurance policies covering the Areas of Common Responsibility covering all damage or injury caused by the negligence of the Association, any of its employees, officers, directors and/or agents, including, but not limited to, commercial general liability insurance, directors and officers liability insurance, and such other insurance as the Association may from time to time deem necessary or appropriate.

4.12 Independent Accounting Firm Review. The Association shall have its income and expense statements, balance sheets and other books and records reviewed by an independent accounting firm annually (beginning the first full calendar year that new homes are sold), such review to be performed within 90 days following the end of the Association's fiscal year. The review shall be performed in accordance with guidelines established by the American Institute of Certified Public Accountants.

ARTICLE V

ARCHITECTURAL REVIEW COMMITTEE

5.1 Appointment of Members. The Declarant shall appoint an Architectural Control Committee (the "Committee"), which shall consist of three members who shall be natural persons and may be employed by Declarant. All matters before the Committee shall be decided by majority vote of its members. After all of the Lots are sold by Declarant, the Association shall assume all of the rights and powers of the Committee. In the event of death, incapacity or resignation of a member of the Committee, the successor for such member shall be appointed by the majority of the remaining members of the Committee if before the above date and by the Association if after such date.

5.2 Submission of Plans to Architectural Control Committee. No building, fence, wall, parking area, swimming pool, spa, pole, mail box, driveway, fountain, pond, tennis court, sign, exterior color or shape, or new or modification of a structure shall be commenced, erected or maintained upon any Lot or the patio or garage used in connection with any Lot after the purchase of any Lot from Declarant, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same are submitted to and approved by the Committee. Plans and specification shall be submitted to the Committee at least thirty (30) days prior to the commencement of any construction or modification. The following shall be submitted for approval: a site plan showing the entire Lot with existing improvements, and floor plan and elevations of all faces of the proposed structure; and a description of all exterior construction materials. A copy of the above described plans and specifications may be retained by Declarant.

5.3 Approval of Plans. The Committee shall review the plans and specifications and notify the Owner in writing of its approval or disapproval. If the Committee fails to approve or disapprove said plans and specifications within thirty (30) days after the same has been submitted to it, they will be deemed to have been approved by the Committee. Any disapproval shall set forth the elements disapproved and the reason or reasons thereof. The judgment of the Committee in this respect in the exercise of its sole and absolute discretion shall be final and conclusive and the Owner shall promptly correct the plans and specifications (if disapproved) and resubmit them for approval. No construction, alteration, change or modification shall commence until approval of the Committee is obtained. The Committee may approve any deviation from these covenants and restrictions as the Committee, in its sole and absolute discretion, deems consistent with the purpose hereof. No member of the Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the denial of any submittal or grant of any deviation to an Owner. Future requests for deviations submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a deviation to any Owner shall not constitute a waiver of the Committee's rights to strictly enforce the Declaration and the architectural standards provided herein against any other Owner. Approval by the Committee of the plans and specifications or its determination that the completed construction or modification has been constructed in accordance with the plans and specifications shall be deemed to be an acknowledgment by the Committee that such are in accordance with this Declaration and such acknowledgment shall be binding against the Owners of the Lots and the Property.

5.4 Committee Members' Liability. Neither the Declarant, the Association, the Board, the Committee nor any employees, officers, directors or members thereof shall be liable for damages or otherwise to anyone submitting plans and specifications for approval or to any Owner affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications. Any errors in or omissions from the plans of the site plan submitted to the Committee shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, City codes, state statutes or the common law, whether the same relate to Lot lines, building lines, easements or any other issue.

5.5 Homebuilder Plans. Notwithstanding anything to the contrary contained herein, once a particular set of plans and specifications submitted by a homebuilder (which for purposes hereof shall be defined as any entity or person in the business of constructing single family residences for the purpose of sale to third parties) has been approved by the Committee or deemed approved, such homebuilder may construct homes in the Development on any Lot in accordance with such plans and specifications without the necessity of obtaining subsequent approvals therefor, so long as there are no major material changes in the plans and specifications and the Committee approves of the location of the plans and specifications to prevent unnecessary duplication thereof within the Development.

5.6 Design Guidelines. The Committee has the right to issue Design Guidelines from time to time which will contain the specific provisions applicable to all of the Lots regarding style, basic site design issues, aesthetics of each home, the use of quality exterior finish materials and minimum landscaping plans for the Lots. The Design Guidelines will be used by the Committee with the Declaration to determine the approval of all plans.

ARTICLE VI

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

6.1 Residential Use. The Property shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family residence per Lot, which residence may not exceed two and one-half (2 1/2) stories in height and a private garage as provided below, which residence shall be constructed to minimum Federal Housing Authority ("FHA") and Veteran's Administration ("VA") standards, unless otherwise approved in writing by the Committee.

6.2 Single Family Use. Each residence shall be limited to occupancy by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons residing together as a single housekeeping unit, in addition to any household or personal servant staff.

6.3 Garage Required. Each residence shall have an enclosed garage suitable for parking a minimum of one (1) standard size automobile, which garage shall conform in design and materials with the main structure.

6.4 Restrictions on Resubdivision. No Lot shall be subdivided into smaller Lots.

6.5 Driveways. All driveways shall be surfaced with concrete or similar substance approved by the Committee.

6.6 Burglar Bars. No bars or obstructions intended for use as burglar bars or sold as devices intended to prohibit forced entry into a residence may be placed on the exterior of a residence, including but not limited to windows and doors.

6.7 Uses Specifically Prohibited.

(a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment which may be placed on a Lot only in places which are not visible from any street on which the Lot fronts) shall be permitted on any Lot except that the builder or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a specifically permitted Lot during construction of the residence on that Lot. No building material of any kind or character shall be placed or stored upon the Property until construction is ready to commence, and then such material shall be placed totally within the property lines of the Lot upon which the improvements are to be erected.

(b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street on the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless properly concealed from public view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked while in use for the construction, maintenance or repair of a residence in the Development.

(c) Trucks with tonnage in excess of one and one-half (1.5) tons and any commercial vehicle with painted advertisement shall not be permitted to park overnight on the Property (except those used by a builder during the construction of improvements) unless such vehicle is properly concealed in the garage.

(d) No vehicle of any size which transports flammable or explosive cargo may be kept on the Property at any time.

(e) No motorized vehicle or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks (including those with attached bed campers) that are in operating condition and have current license plates and inspection stickers and are in current use.

(f) No structure of a temporary character, such as a trailer, tent, shack, barn, underground tank or structure or other out-building shall be used on the Property at any time as a dwelling house; provided, however, that any builder may maintain and occupy model houses, sales offices and construction trailers during the construction period, but not as a residence.

(g) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted in or on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property.

(h) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property except that dogs, cats or other qualified animals may be kept as household pets. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the Property so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the peace and quiet and health and safety of the community. No more than four pets will be permitted on each Lot. Pets must be restrained or confined to the homeowner's rear yard within a secure fenced area or within the house. It is the pet owner's responsibility to keep the Lot clean and free of pet debris or odor noxious to adjoining Lots. All animals must be properly registered and tagged for identification in accordance with local ordinances.

(i) No Lot or other area of the Property shall be used as a dumping ground for rubbish or accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view except for designated trash pick up days. All containers for the storage or other disposal of such material shall be kept in clean and sanitary condition. Materials incident to construction of improvements may only be stored on Lots during construction of the improvement thereon.

(j) No individual water supply system shall be permitted on any Lot.

(k) No individual sewage disposal system shall be permitted on any Lot.

(l) No garage, garage house or other out-building (except for sales offices and construction trailers during the construction period) shall be occupied by any Owner, tenant or other person prior to the erection of a residence.

(m) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.

(n) Except with the written permission of the Committee or as preempted by the FCC or other governmental agency, no antennas, satellite dishes or other equipment for receiving or sending sound or video signals shall be permitted in or on the Property except antennas for AM or FM radio reception and UHF and VHF television reception, except that one satellite dish or similar antenna that must be no greater than one (1) meter in diameter and must be placed in the least conspicuous location on a Lot where an acceptable quality signal can be received so long as it is completely screened from view from any adjacent street or other public area.

(o) No Lot or improvement thereon shall be used for a business, professional, commercial or manufacturing purposes of any kind for any length of time. No business activity shall be conducted on the Property which is not consistent with single family residential purposes. No noxious or offensive activity shall be undertaken on the Property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a residence as a sales/construction office for so long as such builder is actively engaged in construction on the Property. Nothing in this subparagraph shall prohibit an Owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' peaceful use and enjoyment of their residences and yards.

(p) No fence, wall, hedge or shrub planting which obstructs sight lines at an elevation between three and six feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any Lot within that area is ten feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a minimum height of six feet above the adjacent ground line.

(q) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected on the Property.

(r) Within those easements on each Lot as designated on the Plat of the Development, no improvement, structure, planting or materials shall be placed or permitted to remain which might damage or interfere with the installation, operation and maintenance of public utilities, or which might alter the direction of flow within drainage channels or which might obstruct or retard the flow of water through drainage channels. The general grading, slope and drainage plan of a Lot as established by the Declarant's approved development plans may not be altered without the approval of the City and/or other appropriate agencies having authority to grant such approval.

(s) No sign of any kind or character, including (a) any signs in the nature of a "protest" or complaint against Declarant or any homebuilder, (b) or that describe, malign or refer to the reputation, character or building practices of Declarant or any homebuilder, or (c) discourage or otherwise impact or attempt to impact anyone's decision to acquire a lot or residence in the Subdivision shall be displayed to the public view on any Lot or from any home on any Lot, except for one professionally fabricated sign of not more than five square feet advertising the property for rent or sale, or signs used by a builder to advertise the property during the construction and sales period. Moreover, no Owner may use any public medium such as the "internet" or any broadcast or print medium or advertising to similarly malign or disparage the building quality or practices of any homebuilder, it being acknowledged by all Owners that any complaints or actions against a homebuilder or Declarant are to be resolved in a private manner and any action that creates controversy or publicity for the Subdivision or the quality of construction of any homes within the Subdivision will diminish the quality and value of the Subdivision. Declarant, any home builder, or their agents shall have the right, without notice, to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. The failure to comply with this restriction will also subject any Owner to a fine of \$100.00 per day (to be collected by Declarant) for each day that such Owner fails to comply with this restriction. The non-payment of such fine can result in a lien against said Lot, which lien may be foreclosed on in accordance with the terms set forth in this Declaration in order to collect such fine by the Declarant or any Owner in the Subdivision.

(t) Outdoor clothes lines and drying racks visible to adjacent Properties are prohibited. Owners or residents of Lots where the rear yard is not screened by solid fencing or other such enclosures, shall construct a drying yard or other suitable enclosure or screening to shield from public view clothes drying racks, yard maintenance equipment and/or storage of materials.

(u) Except within fireplaces in the main residential dwelling and equipment for outdoor cooking, no burning of anything shall be permitted anywhere on the Property.

6.8 Minimum Floor Area. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls (but exclusive of open porches, garages, patios and detached accessory buildings), shall be not less than One Thousand (1,000) square feet or the minimum floor area as specified by the City, whichever is greater.

6.9 Building Materials. The total exterior wall area (excluding windows, doors and gables) of the entire first floor of each residence constructed on a Lot shall not be less than One Hundred Percent (100%) (but not less than the minimum percentage as established by the City by ordinance or building code requirement) brick, stucco, brick veneer, stone, stone veneer, cement plank, cementitious and fiber cement siding, or other masonry material approved by the Committee. Windows, doors, other openings, gables or other areas above the height of the top of standard height first-floor windows are excluded from calculation of total exterior wall area.

6.10 Setback Requirements. No dwelling shall be located on any Lot nearer to the front lot line or nearer to the side lot line than the minimum setback lines shown on the Plat or as required by the City.

6.11 Waiver Of Setback Requirements. With the written approval of the Committee and subject to plat and zoning restrictions, any building may be located further back from the front property line of a Lot

than provided above, where, in the opinion of the Committee, the proposed location of the building will enhance the value and appearance of the Lot and will not negatively impact the appearance of adjoining Lots.

6.12 Fences and Walls. All fences and walls shall be constructed of masonry, brick, wood or other material approved by the Committee. No fence or wall on any Lot shall extend nearer to any street than the front of the residence thereon. Except as otherwise specifically approved by the Committee, all streetside side yard fencing on corner Lots shall be set no closer to the abutting side street than the property line of such Lot. No portion of any fence shall exceed eight (8) feet in height. Any fence or portion thereof that faces a public street shall be constructed so that all structural members and, unless Declarant determines otherwise, support posts will be on the side of the fence away from the street and are not visible from any public right-of-way.

6.13 Sidewalks. All walkways along public right-of-ways shall conform to the minimum property standards of the City, FHA and VA.

6.14 Mailboxes. Mailboxes shall be standardized and shall be constructed of a material and design approved by the Committee (unless gangboxes are required by the U.S. Postal Service).

6.15 Windows. Windows, jambs and mullions shall be composed of anodized or painted aluminum or wood. All front elevation windows shall have baked-on painted or anodized aluminum windows (no mill finish).

6.16 Landscaping. Landscaping of each Lot shall be completed within sixty (60) days (subject to extension for delays caused by inclement weather, restrictions or delays caused by governmental regulations prohibiting new planting or watering due to restricted water use) after the home construction is completed and shall include grassed front yards.

6.17 General Maintenance of Lots. Following occupancy of the Home upon any Lot, each Owner shall maintain and care for the Home, all improvements and all trees, foliage, plants, and lawns on the Lot and otherwise keep the Lot and all improvements thereon in good condition and repair and in conformity with the general character and quality of properties in the immediate area, such maintenance and repair to include but not be limited to: (i) the replacement of worn and/or rotted components, (ii) the regular painting of all exterior surfaces, (iii) the maintenance, repair and replacement of roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, drives, parking areas and other exterior portions of the improvements to maintain an attractive appearance, and (iv) regular mowing and edging of lawn and grass areas. Upon failure of any Owner to maintain a Lot owned by him in the manner prescribed herein, the Declarant or the Association, or either of them, at its option and discretion, but without any obligation to do so, but only after ten days written notice to such Owner to comply herewith, may enter upon such Owner's Lot and undertake to maintain and care for such Lot to the condition required hereunder and the Owner thereof shall be obligated, when presented with an itemized statement, to reimburse said Declarant and/or Association for the cost of such work within ten days after presentment of such statement. This provision, however, shall in no manner be construed to create a lien in favor of any party on any Lot for the cost or charge of such work or the reimbursement for such work.

ARTICLE VII
GENERAL PROVISIONS

7.1 Additional Easements.

a. **Utility and Telecommunication Utility Easements.** The Declarant hereby reserves the right to grant perpetual, non-exclusive easements in gross for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Property designated on the plat thereof for easements for the purpose of ingress, egress, installation, replacement, repair, maintenance, use and operation of any and all utility and service lines and service systems, public and private, including, without limitation, telephone, cable, fiber optic and any other cable or wiring system designed to provide or deliver communication of any form, video or telecommunications, computer access, "Internet" or e-mail access, security monitoring or other services to any Owner. The Declarant also reserves the right to grant perpetual, non-exclusive easements in gross for the benefit of Declarant or its designees across and over any portion of the Property for the purpose of delivering satellite, "broadband", cellular or other wireless communication designed to provide or deliver communication of any form, video or telephone communications, computer access, "Internet" or e-mail access, security monitoring or other services to any Owner. In addition, the Declarant also reserves the right to grant perpetual, non-exclusive easements in gross in the Areas of Common Responsibility to erect one or more transmission towers as required, to facilitate the providing or delivering of satellite, "broadband", cellular or other wireless communication, designed to provide communication of any form, video or telephone communications, computer access, "Internet" or e-mail access, security monitoring and other services to any Owner.

Declarant, for itself and its designees, reserves the right to retain or transfer title to any and all wires, pipes conduits, lines, cables, transmission towers or other improvements installed on or in such easements and to enter into franchise or other agreements with private or public providers of telecommunication type packages that are designed to provide such services to the Development.

b. **Continued Maintenance Easement.** In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency, or in the event the Association requires entry upon any Lot to repair or maintain any Area of Common Responsibility, the Association shall have the right to enter upon the Lot to 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.

c. **Drainage Easements.** Easements for installation and maintenance of utilities, stormwater retention/detention ponds, and/or a conservation area are reserved as may be shown on the Plat. Within these easement areas, no structure, planting 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 of 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. Declarant hereby reserves for the benefit of Declarant and any Builder 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 Declarant or any Builder to correct or maintain any drainage facilities within the Property.

d. **Temporary Completion Easement.** All Lots shall be subject to an easement of ingress and egress for the benefit of the Declarant any Builder, their 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 thereto, provided that such easement shall terminate twelve (12) months after the date such burdened Lot is conveyed to the Owner by the Declarant or a Builder.

e. **Universal Easements.** The Owner of each Lot (including Declarant so long as Declarant is the Owner of any Lot) is hereby granted an easement not to exceed three (3) foot in width over all adjoining Lots for the purpose of accommodating any encroachment or protrusion due to engineering or fence line errors, trees, landscaping or retaining wall located along property lines, errors in original construction, surveying, settlement or shifting of any building, or any other cause. There shall be easements for the maintenance of said encroachment, protrusion, settling or shifting; provided, however, that in no event shall an easement for encroachment or protrusion be created in favor of an Owner or Owners of said encroachment or protrusion occurred due to willful misconduct of said Owner or Owners. In addition, the Owner of each Lot is hereby granted an easement for encroachments not to exceed three (3) feet in width by misplaced fences or fence lines and overhanging roofs, eaves or other improvements as originally constructed over each adjoining Lot and for the maintenance thereof. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to each affected Lot and shall pass with each conveyance of said Lot.

7.2 **Enforcement.** The Declarant or the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the By-Laws and Articles of Incorporation. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys fees from the nonprevailing party. The failure of any Owner to comply with any restrictions or covenants will result in irreparable damage to Declarant, the Association and/or other Owners of Lots in the Subdivision; thus, the breach of any provisions of this Declaration may not only give rise to an action for damages at law, but also may be made the subject of an action for injunctive relief and/or specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party recovers, then, in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator. In addition to the remedies for enforcement provided for elsewhere in this Declaration, the violation or attempted violation of the provisions of this Declaration, or any amendment hereto, or Rules and Regulations promulgated by the Board, by an Owner, his family, guests, lessees or licensees, shall authorize the Board (in the case of all of the following remedies) or any Owner (in the case of the remedies provided in (d) below), to avail itself of any one or more of the following remedies:

- a. The imposition of a special charge not to exceed Fifty Dollars (\$50.00) per violation, or

b. The suspension of the Owner's right to use any Association property for a period not to exceed thirty (30) days per violation, plus attorney's fees incurred by the Association with respect to the exercise of such remedy, or

c. The right to cure or abate such violation, including the right to enter any Lot upon which such violation exists without liability for trespass, and to charge the expense thereof, if any, to such Owner, plus attorney's fees incurred by the Association with respect to the exercise of such remedy, or

d. The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to, attorney's fees and court costs.

Before the Board invokes the remedies provided in subparagraphs (a), (b), (c), and (d) above, it shall give written notice of such alleged violation to the Owner, and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Declarant, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default. All charges assessed against an Owner shall constitute a continuing lien upon the Lot of such Owner as fully as if such charge were an unpaid annual or special assessment.

7.3 Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the final judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

7.4 Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall insure to the benefit of and be enforceable by Declarant (during the time it owns any Lots), the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote, of the then Owners of 67% of the Lots (and the City, if then a party hereto) agree in writing to terminate or change this Declaration in whole or in part and such writing is recorded in the Real Property Records of the County.

7.5 Amendment.

(a) This Declaration may be amended or modified upon the express written consent of at least sixty-six and two-thirds percent (66-2/3 %) of the outstanding votes (determined pursuant to Section 3.2 hereof) held by Members at a meeting at which a quorum is present. If the proposed amendment involves a modification of any of the Association's agreements, covenants or restrictions pertaining to the use, maintenance, operation, maintenance and/or supervision of any Areas of Common Responsibilities, the approval of the City must also be obtained for such amendment. Any and all amendments, if any, shall be recorded in the office of the County Clerk of the County. Notwithstanding the foregoing, Declarant shall have the right to execute and record amendments to this Declaration without the consent or approval of any other

party if the sole purpose of the amendment is for the purpose of correcting technical errors or for purposes of clarification.

(b) Declarant intends that this Declaration may be amended to comply (if not in compliance with all requirements of the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National Mortgage Association ("FNMA"), FHA and VA. Notwithstanding anything to the contrary contained herein, if this Declaration does not comply with FHLMC, FNMA, VA or FHA requirements, the Board and/or the Declarant shall have the power in its discretion (on behalf of the Association and each and every Owner) to amend the terms of this Declaration or to enter into any agreement with FHLMC, FNMA, VA, and FHA, or their respective designees, reasonably required by FHLMC, FNMA, VA or FHA to allow this Declaration to comply with such requirements. Should the FHLMC, FNMA, VA or FHA subsequently delete any of their respective requirements which necessitate any of the provisions of this Declaration or make any such requirements less stringent, the Board and/or the Declarant, without approval of the Owners, may, upon reasonable justification, cause an amendment to this Declaration to be executed and recorded to reflect such changes.

(c) Any provision to the contrary notwithstanding, until the expiration of three (3) years after the date of this Declaration or until such time as JBTB does not own any platted lot in the Subdivision (whichever occurs earlier), JBTB shall have the prior right to consent to any material amendments to Sections 6.1, 6.2, 6.3, 6.4, 6.8 and/or 6.9 of this Declaration, which consent shall not be unreasonably withheld, conditioned or delayed. The Association shall provide written notice of any proposed amendments to such sections within such five year period to JBTB at P.O. Box 27320, Austin, Texas 78755. Any such notice to JBTB shall be conclusively deemed to have been given and received three (3) days after the date such notice is deposited in the United States Postal Service postage prepaid, certified mail or registered mail, return receipt requested, and properly addressed to JBTB at the address provided above. If JBTB does not deliver written notice to the Association that it does not consent to the proposed amendment at the Association's principal place of business within ten (10) days after JBTB's receipt of such notice from the Association, the consent of JBTB shall conclusively be deemed to have been given. Nothing in this section shall be construed to require the written joinder of JBTB to any amendments to this Declaration.

7.6 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, in all cases shall be assumed as though fully expressed in each case.

7.7 Remedies. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity, including, without limitation, an action for injunctive relief, it being acknowledged and agreed that a violation of the covenants, conditions and restrictions contained herein could cause irreparable injury to Declarant and/or the other Owners and that the Declarant's and/or the other Owner's remedies at law for any breach of the Owners' obligations contained herein would be inadequate. Enforcement may be commenced by the Association, the Declarant, the City, or any Owner against any person or persons violating or attempting to violate them, and failure by the Association, the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The rights created herein are unique and enforceable by specific performance. In addition to the remedies set forth herein, the Association will also have the right and power to levy fines against any Owner in breach of their obligations set forth in this Declaration.

7.8 Notices to Member/Owner. Any notice required to be given to any Member and/or Owner under the provisions of this Declaration shall be deemed to have been properly delivered forty-eight (48) hours after deposited in the United States Mail, postage prepaid, certified or registered mail, and addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

7.9 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. Words of any gender used herein shall be held and construed to include any other gender and words in the singular, shall be held to include the plural and visa versa unless the context requires otherwise.

7.10 Formation of Association; Inspection of Documents, Books and Records. The Association shall be formed by Declarant as a non-profit corporation in accordance with the laws of the State of Texas. Management and governance of the Association shall be implemented and/or undertaken in accordance with its Articles of Incorporation, in accordance with this Declaration, and in accordance with the Bylaws which shall be adopted by the Association following its formation. The Association shall make available copies of the Declaration, Bylaws, Articles of Incorporation, rules and regulations governing the Association as well as the books, records and financial statements of the Association for inspection by Owners or any Mortgagee during regular business hours or other reasonable times.

7.11 Indemnity. The Association shall indemnify, defend and hold harmless the Declarant, the Board, the Committee and each director, officer, employee and agent of the Declarant, the Board and the Committee from all judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including attorneys' fees) incurred by such indemnified person under or in connection with this Declaration or the Property to the fullest extent permitted by applicable law. Such indemnity to include matters arising as a result of the sole or concurrent negligence of the indemnified party, to the extent permitted by applicable law.

7.12 FHA/VA Approval Requirement. As long as there remains any Class B membership and any first lien mortgage is in effect with respect to any Lot which is insured by FHA or VA, the following actions shall require prior approval of FHA or VA if such approval is required under the then applicable FHA or VA regulations): amendment of the Articles of Incorporation, Declaration or Bylaws; annexation of additional property; mortgaging or dedication of the Open Space; and dissolution of the Association.

7.13 Failure of Declarant or Association to Perform Duties. Should the Declarant or the Association fail to carry out its duties as specified in this Declaration, the City or its lawful agents shall have the right and ability, after due notice to the Declarant or the Association, to remove any landscape systems, features or elements that are the responsibility of and cease to be maintained by the Declarant or the Association; to perform the responsibilities of the Declarant or the Association if either party fails, to do so in compliance with any of the provisions of this Declaration or of any applicable City codes or regulations; to assess the Declarant or the Association for all costs incurred by the City in performing said responsibilities if the Declarant or the Association fails to do so; and/or to avail itself of any other enforcement actions available to the City pursuant to state law or City codes and regulations. Should the City exercise its rights as specified above, the Declarant or the Association shall indemnify and hold harmless the City from any and all costs, expenses, suits, demands, liabilities or damages, including attorney's fees and costs of suit, incurred or

resulting from the City's removal of any landscape systems, features or elements that cease to be maintained by the Declarant or the Association or from the City's performance of the aforementioned operations, maintenance or supervision responsibilities of the Declarant's or the Association's failure to perform said duties. The obligations described in this paragraph are solely obligations of the Association (and the Declarant if the Declarant remains so obligated), and no other party, including without limitation, the Declarant (assuming the Declarant is no longer so obligated) or any Owner, shall have any liabilities or obligations in connection therewith.

7.14 Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Development. This Declaration, when executed, shall be filed of record in the Real Property Records of the County so that each and every owner or purchaser of any portion of the Development is on notice of the conditions, covenants, restrictions and agreements herein contained.

7.15 Recorded Plat; Other Authorities. All dedications, limitations, restrictions and reservations that are shown on the Plats are deemed to be incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by the Declarant, conveying the Lots, whether specifically referred to therein or not. If other authorities, such as the City or the County, impose more demanding, expensive, extensive or restrictive requirements than those that are set forth herein (through zoning or otherwise), the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those that are set forth herein shall not supersede or diminish the requirements that are set forth herein.

7.16 Additions to the Development. Additional property may become subject to this Declaration in any of the following manners:

(a) The Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of this Declaration to such property, provided, however, that such Supplementary Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with this Declaration.

(b) In the event any person or entity other than the Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Association. Any additions made pursuant to paragraphs (a) and (b) of this Section, when added, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

(c) The Declarant shall have the right and option, without the joinder, approval or consent of any person(s) or entity(ies) to cause the Association to merge or consolidate with any similar association then having jurisdiction over real property located (in whole or part) within 1 mile of any real property then subject to the jurisdiction of this Association. 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.

7.17 No Warranty of Enforceability. While the Declarant has no reason to believe that any of the restrictive covenants or other terms or provisions contained 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. Any Owner acquiring a Lot in the Development 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 and the Committee harmless therefrom. The Declarant shall not be responsible for the acts or omissions of any individual, entity or other Owners.

7.18 Right of Enforcement. The failure by Declarant or the Committee to enforce any provision of this Declaration shall in no event subject Declarant or the Committee to any claims, liability, costs or expense; it being the express intent of this Declaration to provide Declarant with the right (such right to be exercised at its sole and absolute discretion), but not the obligation to enforce the terms of this Declaration for the benefit of any Owner(s) of any Lot(s) in the Development.

7.19 Residential Construction Liability Act. Without waiving any rights under law or equity, all Owners acknowledge, covenant and agree that residential construction defect claims regarding any Home against the Declarant or any homebuilder in Texas are controlled by the Texas Residential Construction Liability Act (Tex. Prop. Code §27.001 *et seq.*, as amended) which preempts the Texas Deceptive Trade Practices Act (Tex. Bus. & Com. Code § 17.41 *et seq.*, as amended) and any other law.

7.20 EPA Compliance. The Owner of each Lot agrees to comply with all EPA rules and regulations regarding erosion control and compliance with a Storm Water Pollution Prevention Plan affecting the Lots (the "Plan") which will include elements necessary for compliance with the nationwide general permit for construction activities administered by the EPA under the National Pollutant Discharge Elimination System. Each Owner acknowledges that the Declarant and any homebuilder will not bear any responsibility for complying with a Plan on any Lot upon the sale of each Lot in the subdivision.

7.21 Disclosures. In order to preserve property values in the Development, it is in every Owner's best interest to be fully aware of any and all adjacent land uses, objectionable land uses or nuisances, or prior land uses that might impact someone's decision to live in the Development. Accordingly, the Declarant has the right at any time to file an instrument of record in the County that will reference this Declaration and will serve the purpose of putting all existing, potential and future Owners of any Lot on actual notice of any such land use(s) or nuisance(s).

7.22 Soil Movement. Each Owner acknowledges that the failure or excessive movement of any foundation of any Home in the Subdivision can result in the diminished value and overall desirability of the entire Development. Each Owner agrees and understands that the maintenance of the moisture content of the soils on each Lot is necessary to preserve the structural integrity of each home in the Development. Each Owner also acknowledges that the long term value and desirability of the Development is contingent

upon each Owner maintaining their Home so that no structural failure or excessive soil movement occurs within the Development.

EACH OWNER IS HEREBY NOTIFIED THAT THE SOIL COMPOSITION IN TEXAS IN GENERAL AND THE DEVELOPMENT IN PARTICULAR AND THE CONDITION OF THE LOTS MAY RESULT IN THE SWELLING AND/OR CONTRACTION OF THE SOIL IN AND AROUND THE LOT IF THE OWNER OF THE LOT DOES NOT EXERCISE THE PROPER CARE AND MAINTENANCE OF THE SOIL REQUIRED TO PREVENT SOIL MOVEMENT.

If the Owner fails to exercise the necessary precautions, damage, settlement, movement or upheaval to the foundation may occur. Owners are highly encouraged to install and maintain proper irrigation around their Home or take such other measures to ensure even, proportional, and prudent watering around the foundation of the Home.

By each Owner's acceptance of a warranty deed to any Lot, each Owner, on behalf of Owner and Owner's representatives, successors and assigns, hereby acknowledge that the developer, Declarant, all homebuilders in the Subdivision, the Association, and the Committee shall not be responsible or liable for any damage, settlement, movement or upheaval to the foundation or any other part of the residence constructed on said Lot and hereby releases and forever discharges, developer, all homebuilders in the Subdivision, Declarant, Association, and the Committee, and their respective shareholders, members, officers, directors, partners, employees, agents, representatives, affiliates, attorneys, successors and assigns, of and from any and all claim for the relief and/or causes of actions, liabilities, damages and claims whatsoever, known or unknown direct or indirect, arising from or relating to the foundation and/or the residence constructed upon the Lot, including but not limited to any damage thereto caused by and/or related in any fashion to the soil condition upon which the same are constructed, the presence of groundwater and any other subsurface condition affecting the Lot and/or from the failure or improper or uneven watering of the Lot, inadequate grading or drainage facilities to carry water away from the foundation, or planting of improper vegetation near the foundation or any action which affects the drainage of any Lot.

The Owner of each Lot, and the Owner's legal representatives, successors and assigns, shall assume all risk and consequences to the residential structure, including but not limited to those arising or relating to the subsurface and surface soil condition in and around the Lot, the failure of the Owner or any other person or entity to exercise prudent maintenance procedures and/or the Owner's negligence in protecting and maintaining the integrity of the foundation and structure of the residence.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this the 17 day of April, 2003.

KB HOME LONE STAR LP,
a Texas limited partnership

By: KBSA, Inc., a Texas corporation,
Its general partner

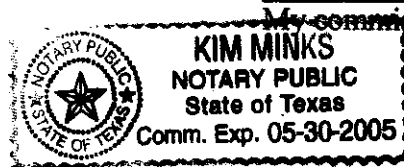
By: [Signature]
Name: STEVE T. STILL
Title: VP - Finance

By: KBSA, INC., A TEXAS CORP., AS
GENERAL PARTNER, BY STEVE T.
STILL, VICE PRESIDENT OF FINANCE

The State of Texas §
 §
County of Travis §

This instrument was acknowledged before me on the 17 day of April, 2003, by Steve T. Still, as V.P. Finance of KBSA, Inc., a Texas corporation, the general partner of KB HOME Lone Star LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he has executed the same for the purposes and consideration therein expressed on behalf of said corporation and said limited partnership.

[Signature]
Notary Public, State of Texas



Consent by JBTB Investments I, Ltd.

This Declaration is hereby executed by JBTB Investments I, Ltd. ("JBTB"), to evidence JBTB's consent to the Declaration on all Property within the Subdivision owned by JBTB as of the date of recordation of this Declaration and to confirm that all of the Property shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions set forth in the Declaration, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, covenants, restrictions, and conditions shall run with the Property and be binding on all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and shall inure to the benefit of Declarant, JBTB and each owner of the Property.

JBTB INVESTMENTS I, LTD.,
a Texas limited partnership

By: JBTB Holdings, Inc., a Texas
corporation, its general partner

By: 
John Biggar, President

The State of Texas §
 §
County of Travis §

This instrument was acknowledged before me on the 17 day of April, 2003, by John Biggar, as President of JBTB Holdings, Inc., a Texas corporation, as general partner of JBTB Investments I, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he has executed the same for the purposes and consideration therein expressed on behalf of said corporation and said limited partnership.

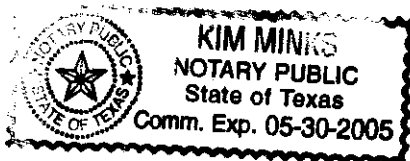


Notary Public, State of Texas

My commission expires

After Recording Return To:

KB HOME Lone Star LP
Attn: Legal Department
P.O. Box 5250
San Antonio, Texas 78201



SATCO
9101 Barnes Road, Austin, TX
Declaration of Covenants, Conditions and Restrictions
(University Park)

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

04-21-2003 10:53 AM 2003035632

MILLER \$59.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS



**FIRST SUPPLEMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

**University Park
Annexation of University Park - Unit Two Section One, Phase B**

THIS FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION (this "First Supplement") is made and entered into effective as of October 18, 2004 by **KB HOME LONE STAR LP** ("Declarant").

WHEREAS, the Declarant filed for record that certain **Covenants, Conditions and Restrictions for University Park** on or about April 21, 2003 (the "Declaration") as Document Number 2003035632 in the Real Property Records of Williamson County, Texas (such property referenced in the Declaration with all property annexed to such property and subject to the Declaration, hereinafter, the "Original Property"); and

WHEREAS, Section 7.16 of the Declaration provides that the Declarant may annex property adjacent to or adjoining the Original Property or property adjacent to or adjoining property annexed to the Original Property in accordance with the terms and conditions set forth therein; and
County, Texas

WHEREAS, the Declarant owns certain property located adjacent to the Original Property known as **University Park - Unit Two, Section One, Phase B** as more particularly described in that certain Final Plat recorded as **Cabinet Z, Slide 187, 188, and 189** in the Real Property Records of Williamson County, Texas (individually and collectively, the "Supplemental Property"); and

WHEREAS, Declarant desires to annex the Supplemental Property with the Original Property so that the terms, conditions, covenants and restrictions set forth in the Declaration shall apply to the Supplemental Property;

WHEREAS, unless otherwise provided in this First Supplement, definitions contained in the Declaration shall have the same meaning in this First Supplement; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Declarant hereby agrees to supplement the Declaration as follows:

1. Declaration in Effect. The foregoing recitations are true and correct.
2. Annexation of Supplemental Property. The Supplemental Property is hereby annexed into the Declaration and all terms, conditions, covenants and restrictions of the Declaration shall be applicable to the Supplemental Property, including, but not limited to the obligation to pay dues, charges and assessments to the Association that are required to maintain common areas, entry features, landscaping, drainage and electrical easements, and screening

walls, including within the Property or future Property to be annexed with the Property.

3. No Further Changes. Except as expressly set forth herein, the Declaration shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this First Supplement as of the date and year first above written.

DECLARANT

KB HOME LONE STAR LP, a Texas limited partnership

By: KBSA, Inc., its general partner

By: [Signature] ✓P 10/22/04
Name: John H. Zinsmeyer
Title: Vice President

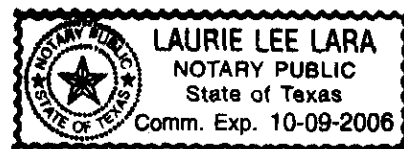
State of Texas §
 §
County of Travis §

This instrument was acknowledged before me this 22 day of October, 2004, by John H. Zinsmeyer, Vice President of KBSA, Inc., a Texas corporation, the general partner of KB Home Lone Star LP, a Texas limited partnership.

[Signature]
Notary Public, State of Texas

After recording return to:

KB Home Lone Star LP
Attn: Legal Department
4800 Fredericksburg Road
San Antonio, Texas 78229



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2004097270

Nancy E. Rister

12/20/2004 11:45 AM

CARRILLO \$16.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS



**SECOND SUPPLEMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

**UNIVERSITY PARK
Annexation of University Park - Unit Two, Section One, Phase C**

THIS SECOND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Second Supplement") is made and entered into effective as of June 9, 2006 by **KB HOME LONE STAR LP**, a Texas limited partnership ("Declarant").

WHEREAS, the Declarant filed for record that certain **Declaration of Covenants, Conditions and Restrictions for University Park** on or about April 21, 2003 (the "Declaration") as Document Number 2003035632 in the Real Property Records of Williamson County, Texas (such property referenced in the Declaration with all property annexed to such property and subject to the Declaration, hereinafter, the "Original Property");

WHEREAS, Section 7.16 of the Declaration provides that the Declarant may annex property adjacent to or adjoining the Original Property or property adjacent to or adjoining property annexed to the Original Property in accordance with the terms and conditions set forth therein; and

WHEREAS, the Declarant filed for record that certain **First Supplement to Declaration of Covenants, Conditions and Restrictions for University Park – Unit Two, Section One, Phase B** (the "First Supplement") as more particularly described in that certain plat recorded on or about October 21, 2004 in Cabinet Z, Slide 187, 188 and 189 of the Real Property Records of Williamson County, Texas;

WHEREAS, the Declarant owns certain property located adjacent to the Original Property known as **University Park – Unit Two, Section One, Phase C** as more particularly described in that certain Final Plat recorded on or about June 9, 2006 in Cabinet BB, Slides 381, 382 and 383 in the Real Property Records of Williamson County, Texas (the "Supplemental Property");

WHEREAS, Declarant desires to annex the Supplemental Property with the Original Property so that the terms, conditions, covenants and restrictions set forth in the Declaration shall apply to the Supplemental Property; and

WHEREAS, unless otherwise provided in this Second Supplement, capitalized terms used herein but not otherwise defined shall have the same meaning as set forth in the Declaration.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Declarant hereby agrees to supplement the Declaration as follows:

1. **Second Supplement.** For all purposes contained herein, upon the date of recording of this Second Supplement, this Second Supplement shall incorporate all of the provisions in the First Supplement and the Declaration.

2. Declaration in Effect. The foregoing recitations are true and correct.

3. Annexation of Supplemental Property. The Supplemental Property is hereby annexed into the Declaration and all terms, conditions, covenants and restrictions of the Declaration shall be applicable to the Supplemental Property, including but not limited to the obligation to pay dues, charges and assessments to the Association that are required to maintain common areas, entry features, landscaping, drainage and electrical easements, and screening walls, including within the Supplemental Property or future property to be annexed with the Property.

4. No Further Changes. Except as expressly set forth herein, the Declaration shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Second Supplement as of the date and year first above written.

DECLARANT

KB HOME LONE STAR LP, a Texas limited partnership

By: KBSA, Inc., a Texas corporation, its general partner

By: [Signature]

Name: John H. Zinsmeyer

Title: Vice President

State of Texas §
 §
County of Williamson §

This instrument was acknowledged before me this 28 day of August, 2006, by John Zinsmeyer, Vice President of KBSA, Inc., the general partner of KB HOME LONE STAR LP, a Texas limited partnership.

[Signature]
Notary Public, State of Texas

①
After recording return to:
KB HOME LONE STAR LP
Attn: Land Department
11911 Burnet Road
Austin, TX 78758



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2006074437

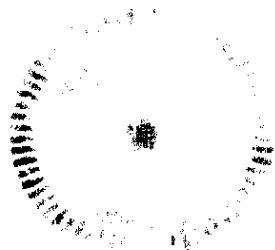
Nancy E. Rister

08/30/2006 12:01 PM

PHOLTZ \$20.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS





**THIRD SUPPLEMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

**UNIVERSITY PARK
Annexation of University Park - Unit Two, Section One, Phase D**

THIS THIRD SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Third Supplement") is made and entered into effective as of April 4, 2008 by **KB HOME LONE STAR INC.**, a Texas corporation formerly known as KB HOME LONE STAR LP, a Texas limited partnership, ("Declarant").

WHEREAS, the Declarant filed for record that certain **Declaration of Covenants, Conditions and Restrictions for University Park** on or about April 21, 2003 (the "Declaration") as Document Number 2003035632 in the Real Property Records of Williamson County, Texas (such property referenced in the Declaration with all property annexed to such property and subject to the Declaration, hereinafter, the "Original Property"); and

WHEREAS, Section 7.16 of the Declaration provides that the Declarant may annex property adjacent to or adjoining the Original Property or property adjacent to or adjoining property annexed to the Original Property in accordance with the terms and conditions set forth therein; and

WHEREAS, the Declarant filed for the record that certain **First Supplement to Declaration of Covenants, Conditions and Restrictions for University Park – Unit Two, Section 1, Phase B** ("the First Supplement"), on or about the 20th day of December, 2004, as more particularly described in Document Number 2004097270, in the Official Public Records of Williamson County, Texas; and

WHEREAS, the Declarant filed for the record that certain **Second Supplement to Declaration of Covenants, Conditions and Restrictions for University Park – Unit Two, Section 1, Phase C** ("the Second Supplement") on or about the 30th day of August, 2006, as more particularly described in Document Number 2006074437, in the Official Public Records of Williamson County, Texas; and

WHEREAS, the Declarant owns certain property located adjacent to the Original Property known as **University Park – Unit Two, Section 1, Phase D** as more particularly described in that certain Final Plat recorded on or about the 14th day of February, 2008, in Cabinet EE, Slides 149, 150 and 151 in the Official Public Records of Williamson County, Texas (the "Supplemental Property"); and

WHEREAS, Declarant desires to annex the Supplemental Property with the Original Property so that the terms, conditions, covenants and restrictions set forth in the Declaration shall apply to the Supplemental Property; and

WHEREAS, unless otherwise provided in this Third Supplement, definitions contained in the Declaration shall have the same meaning as set forth in this Third Supplement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Declarant hereby agrees to supplement the Declaration as follows:

1. Declaration in Effect. The foregoing recitations are true and correct.
2. Annexation of Supplemental Property. The Supplemental Property is hereby annexed into


the Declaration and all terms, conditions, covenants and restrictions of the Declaration shall be applicable to the Supplemental Property, including but not limited to the obligation to pay dues, charges and assessments to the Association that are required to maintain common areas, entry features, landscaping, drainage and electrical easements, and screening walls, including within the Property or future Property to be annexed with the Property.

3. No Further Changes. Except as expressly set forth herein, the Declaration shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Third Supplement as of the date and year first above written.

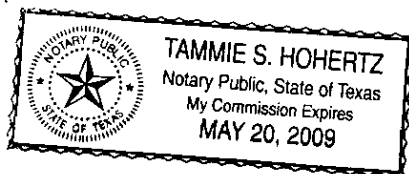
DECLARANT

KB HOME LONE STAR INC., a Texas corporation formerly known as KB HOME LONE STAR LP, a Texas limited partnership

By: 
Name: John Zinsmeyer
Title: Vice President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 4th day of April, 2008, by John Zinsmeyer, Vice President of KB HOME LONE STAR INC., a Texas corporation formerly known as KB HOME LONE STAR LP, a Texas limited partnership, on its behalf.




Notary Public, State of Texas

After recording return to:
KB HOME LONE STAR INC.
Attn: Legal Dept
11911 Burnet Road
Austin, TX 78758

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2008032119

Nancy E. Rister

04/28/2008 10:17 AM

SURRATT \$20.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS



**FIRST AMENDMENT TO BYLAWS
OF
UNIVERSITY PARK (GEORGETOWN)
HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, pursuant to the provisions of Article 8.01 of the Bylaws of University Park (Georgetown) Homeowners Association, Inc.:

These Bylaws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members in good standing and present in person or by proxy...

WHEREAS, at the duly called regular annual meeting of the members held on February 10, 2011, a quorum was established; and

WHEREAS, at said meeting a majority of a quorum of members in good standing and present in person or by proxy voted to amend Article 4.06 of the Bylaws, by deleting the prior Article 4.06 and substituting the new provision set out herein, for the purpose of modification of the quorum requirement for meetings of the members of the Association:

NOW, THEREFORE, the undersigned President and Secretary of the Association do hereby attest that on February 10, 2011 the members of the Association, by required vote, amended Article 4.06 of the Bylaws of the Association and that, as amended by the Association, the referenced provision of the Bylaws now reads in its entirety as follows:

4.06 Quorum. The holders of one-tenth (1/10) of the votes of each class of membership, represented in person or by proxy, shall constitute a quorum for any meeting of members, except as otherwise provided in the Articles of Incorporation, the Declaration or the Bylaws. If any regular or special meeting of the members cannot be held because the attendance of a quorum of members, in person or by proxy, of the holders of one-tenth (1/10) of the votes of each class of membership cannot be established, then such meeting may be adjourned by a vote of a majority of the members there present and reconvened from time to time. No notice of the continuation of the meeting shall be required, other than the announcement at the meeting adjournment and the time and place for convening of the adjourned meeting. At such continuation of the adjourned meeting, the quorum requirement for establishment of the meeting shall be the presence, in person or by proxy of members entitled to vote five percent (5%) of the outstanding votes of each class of members. At such adjourned meeting, at which the revised quorum shall be present or represented, any business may be transacted which may have been transacted at the meeting as originally notified.

TO CERTIFY WHICH we hereby affix our signatures this 17th day of February, 2011.

University Park (Georgetown) Homeowners Association,
Inc.

Roger Amaga
President

ATTEST:

[Signature]
Secretary

STATE OF TEXAS

COUNTY OF TRAVIS

On this 17th day of February, 2011, before the undersigned officer, personally appeared Roger Amaga and April Mierichin, who acknowledged themselves to be President and Secretary, respectively, of University Park (Georgetown) Homeowners Association, Inc., the corporation described in the foregoing instrument; and they being authorized so to do, executed the foregoing instrument on behalf of the corporation by signing their names as such officers confirming that the foregoing First Amendment to Bylaws of University Park (Georgetown) Homeowners Association Inc., was duly adopted by the vote of a majority of a quorum of members in good standing and present in person or by proxy at the annual meeting of the members of the Association held on the 10th day of February, 2011.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Michelle Lackey
NOTARY PUBLIC, STATE OF TEXAS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2011015996

Nancy E. Rister

03/10/2011 12:26 PM

CPHELPS \$20.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

① The Weichert Law Firm
3821 Juniper Trace
Suite 106
Austin, Tx 78738

Property of

COLLECTION POLICY

Association Name:

University Park (Georgetown) HOA, Inc.

Our collection program is comprised of two parts. Both Part A (Full Service) and Part B (al la carte) are described below:

A. FULL SERVICE COLLECTION PROCESS INCLUDES ALL ITEMS LISTED IN PART C BELOW.

B. The optional services and associated fees are listed in part C below. Please indicate which services you would like your program to include. Please place an X in the boxes of the services you would like to include or check the box refusing all options. If this form is not completed and returned within thirty days of contract execution, full service will be provided by default.

<u>C. DATE SENT</u>	<u>SERVICE</u>	<u>COST PER TRANSACTION</u>
<input checked="" type="checkbox"/> 30-Days	Late Notice	Late & Collection Fees \$ 15.00
There will be a \$15.00 collection fee assessed to each delinquent homeowner's account for any account with an overdue balance of \$10.00 or more as of the _____ (cutoff date), as dictated by your documents.		
<input checked="" type="checkbox"/> 60-Days	Demand Letter	Late & Collection Fees \$ 15.00
<input checked="" type="checkbox"/> 90-Days	Title Search	\$110.00
	Intent to report to the credit bureau	
<input type="checkbox"/> 120-Days	Notification of credit bureau reporting	\$45.00
<input type="checkbox"/> 150-Days	Attorney notification of lien filing	\$ 170.00
<input type="checkbox"/> 180-Days	Intent to forward to the attorney	Late & Collection Fees \$ 15.00
<input type="checkbox"/> 210-Days	Forward to attorney (foreclosure)	\$ 47.50
<input type="checkbox"/> I would like to refuse all optional services.		

Alliance reserves the right to charge delinquent owners directly a one-time set up fee and a monthly servicing fee that option to enter into the associations recorded Payment Plan.

By signing below Brenda Smith, as an authorize agent for Property Owners of University Park (Gtwn) HOA, Inc., accepts the above selected options to be performed by Alliance Association Management on behalf of the association named above.

Option A. ☐ Full Service

Option B. ☒ Partial

Brenda Smith

Association Agent

12-15-2011

Date Signed



REST
2 PGS

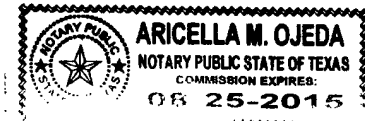
2012010291

State of Texas

County of Williamson

This instrument was acknowledge before me on December 28, 2011, by Brenda Smith, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to that he/she executed the same for the same as his own act and for the purposes and consideration therein expressed.

[SEAL]



Aricella M. Ojeda
Notary Public Signature



PLEASE RETURN DOCUMENT TO:

Alliance Association Management
115 Wild Basin Rd. #308
Austin, TX 78746

(18)

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2012010291

Nancy E. Rister

02/13/2012 04:19 PM

KFOSTER \$20.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS



STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**AMENDMENT TO BYLAWS
OF
PROPERTY OWNERS OF UNIVERSITY PARK (GEORGETOWN) HOMEOWNERS'
ASSOCIATION, INC.**

Document reference. Reference is hereby made to those certain Bylaws of University Park (Georgetown) Homeowners' Association, Inc., filed as Document No. 2003035633 in the Official Public Records of Williamson County, Texas (together with any amendments thereto, the "**Bylaws**").

Reference is further made to that certain Declaration of Covenants, Conditions and Restrictions for University Park, filed as Document No. 2003035632 in the Official Public Records of Williamson County, Texas, (together with all supplemental documents and amendments thereto, the "**Declaration**").

WHEREAS the owners of lots subject to the Declaration are automatically made members of Property Owners of University Park (Georgetown) Homeowners' Association, Inc. (the "**Association**");

WHEREAS the Association is a Texas non-profit corporation and is governed in accordance with the Bylaws;

WHEREAS the board of directors (the "**Board**") of the Association is authorized to amend the Bylaws pursuant to Section 22.102(c) of the Texas Business Organizations Code; and

WHEREAS the Board has voted to adopt the Bylaws amendment set forth below;

THEREFORE the Bylaws have been, and by these presents are, AMENDED as provided below.

1. **Article V, Section 5.01 ("Number and Qualification") is AMENDED to provide for a board of five rather than three directors. The language of Section 5.01 is replaced in its entirety by the following language:**

"5.01 Number and Qualification. Until the first meeting of the Association, the affairs of the Association shall be governed by a Board of Directors consisting of three (3) persons delineated in the Articles of Incorporation of the Association. Thereafter, there shall be five directors, who shall govern the affairs of the Association until their successors have been duly elected and qualified."

2. **Article V, Section 5.04 ("Election and Term of Office") is AMENDED to increase the director terms from one year to three years. The language of Section 5.04 is replaced in its entirety with the following language:**

"5.04 Election and Term of Office. The term of office for Directors shall be fixed at three years. Terms shall be staggered, so that either one or two Director terms expire each year. If necessary to accomplish (or re-set) staggering, Directors may be elected for a one or two-year term, with successor Directors elected to three-year terms. In the alternative, the Board may determine by majority vote the terms each Director will have in order to accomplish (or re-set) the appropriate staggering, and thereafter Directors shall be elected to three year terms. Directors shall hold office

until their successors have been elected and hold their first meeting, except as is otherwise provided herein."

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

AGREED TO and ADOPTED the 25th day of March, 2013.

PROPERTY OWNERS OF UNIVERSITY PARK (GEORGETOWN) HOMEOWNERS' ASSOCIATION, INC.

Acting by and through its Board of Directors

Brenda Smith

NAME: BRENDA SMITH

TITLE: Board of Directors President
University Park - Georgetown-TX

Acknowledgement

STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me on the 25th day of March, 2013, by Brenda Smith in the capacity stated above.

Christine Gamache
Notary Public, State of Texas



Fileserver:CLIENTS:University Park:BylawAmendBoardSizeTermfn13-29-13.doc

After recording, please return to:

Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2013044886

Nancy E. Rister

05/17/2013 09:51 AM

CKASEBERG \$20.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

① Alliance Association Management
115 Wild Basin Rd Ste 308
Austin Tx 78746

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**RULES AND REGULATIONS
OF
PROPERTY OWNERS OF UNIVERSITY PARK (GEORGETOWN)
HOMEOWNERS' ASSOCIATION, INC.**

Document reference. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for University Park, filed as Document No. 2003035632, and that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for University Park, filed as Document No. 2010087564, both in the Official Public Records of Williamson County, Texas (cumulatively and together with all amendments and supplements thereto, the "Declaration").

Reference is further made to the Resolutions filed as Document No. 2007007728 in the Official Public Records of Williamson County, Texas. **THE RULES FILED HEREIN REPLACE AND SUPERSEDE THE RESOLUTIONS FILED AS DOCUMENT NO. 2007007728.**

The Declaration provides that owners of lots subject to the Declaration are automatically made members of the Property Owners of University Park (Georgetown) Homeowners' Association, Inc. (the "Association");

The Association, acting through its board of directors (the "Board"), is authorized to adopt and amend rules and regulations governing the operations of the Association pursuant to Section 3.4(d) of the Declaration and/or State law;

The Board has voted to adopt the Rules attached as Exhibit "A" to replace and supersede the above-referenced Resolutions filed as Document No. 2007007728;

Therefore, the Rules attached as Exhibit "A" have been, and by these presents are, ADOPTED and APPROVED.

**PROPERTY OWNERS OF UNIVERSITY PARK (GEORGETOWN)
HOMEOWNERS' ASSOCIATION, INC.**

Acting by and through its Board of Directors

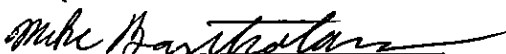
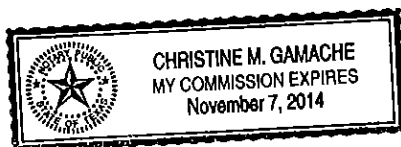

NAME: Mike Bartholomew
TITLE: M.P.

Exhibit "A": Rules

Acknowledgement

STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on the 6/16/14 day of _____, 2014, by Mike Bartholomew in the capacity stated above.





Notary Public, State of Texas

EXHIBIT "A"

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Section I.	Flags
Section II.	Solar Energy Devices
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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 not more than one flag pole and one residence-mounted flag mount only.
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 Control Committee (ACC). An Owner desiring to display a permitted flag must submit plans to the ACC for each installation, detailing the dimensions, type, location, materials, and style/appearance flagpole, flag mount(s), lighting and related installations. The Association's ACC 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 on flagpoles must be hoisted, flown, and lowered in a respectful manner.
 - b. Flags must never be flown upside down and must never touch the ground.
 - c. No mark, sign, insignia, design, or advertising of any kind may be added to a flag.
 - d. If both the U.S. and Texas flags are displayed on a flagpole, they must be of approximately equal size.
 - e. 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.
 - f. Only all-weather flags may be displayed during inclement weather.
 - g. Flags must be no larger than 3'x5' in size.
 - h. Flags may not contain commercial material, advertising, or any symbol or language that may be offensive to the ordinary person.
 - i. 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 ACC) 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 ACC, 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 ACC may require the pole to be installed on a particular side or otherwise require a particular location; and
 - f. No trees may be removed for pole installation.
 - g. An Owner must ensure that external halyards (hoisting rope) 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 time 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 ACC. The plans must provide an as-built rendering, and detail the location, size, materials, and color of all solar 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 ACC; 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 ACC 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 ACC may grant a variance in accordance with state law if the alternate location is substantially more efficient¹;
 - c. conform to the slope of the roof, and have all top edges parallel to the roofline;
 - 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. Additional provisions regarding shingles. Except as otherwise authorized in writing by the AC or Board, provided that the proposed shingles otherwise comply with any other applicable requirements of the dedicatory instruments, the AC will not deny an application for shingles if the shingles are:
 - a. 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. are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision;
 - 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; or
 - b. on property owned in common by the members of the Association.
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 ACC.

¹ 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 ACC of all energy production calculations. All calculations must be performed by an industry professional.

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 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. YARD ART

1. Approval required. Except as noted in #2 below, all yard art requires the prior approval of the ACC. Yard art includes birdbaths, statuary, and other similar items. In approving or denying yard art, the ACC may take into consideration the size, number, location, color, materials, harmony with other yards in the neighborhood, and any other consideration it deems relevant.
2. Exceptions to approval requirement. No approval is required for yard art smaller than an average-size birdbath.

All yard art must be tasteful and must be made specifically for use as yard art (outdoor sculpture, bird baths, etc.) The ACC or Board in its discretion will determine whether a piece of yard art complies with these rules. Owners must remove any yard art the ACC or Board finds to be in violation of these rules promptly after notice is provided from the Association. The Association may remove at the owner's expense any yard art displayed in violation of these rules after notice is given in accordance with Declaration §6.17. Except as specifically provided by subparagraphs (a) and (b) above, all yard art must receive the Committee's prior approval.

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

Notwithstanding anything contained herein, upon an owner's proper written request in accordance with these rules, the Association shall produce, for the benefit of the requesting owner, all records relating to that owner's own violation history, personal financial information, and contact information.

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. Omitted.
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 handling 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 10% per annum, 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 under the plan as the Board may establish.
 - 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 reference 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 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 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 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 the Owner's email in the records of the Association.

SECTION XI. ENFORCEMENT

Summary of (Non-Monetary Violation) Enforcement Process

1. Courtesy letter
2. Certified mail notice letter (statutory notice letter)
3. Damage assessments as appropriate; fines levied as appropriate per fining schedule

The Board may vary from this policy on a case by case basis, including increasing or decreasing fines, sending additional, or omitting, courtesy notices, and other such variations, provided that all statutory notice requirements are met.

1. 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 requested giving notice of the violation(s) in accordance with Ch. 209, Texas Property Code.²

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), or if a notice and opportunity to cure have been given for a similar violation within the last six months (so that there is no additional right to cure) 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 (each day of the violation may be considered a separate violation). After the first \$25 fine, any subsequent fine shall increase to the amount of \$50, and thereafter, subsequent fines shall increase to the amount of \$100. For example, absent Board approval otherwise:
 - i. First notice: courtesy warning
 - ii. Second notice: certified mail letter (per Property Code Ch. 209) warning of fine
 - iii. Third notice: \$25 fine (daily or one-time)
 - iv. Fourth notice: \$50 fine (daily or one-time)
 - v. Fifth notice: \$100 fine (daily or one-time)
 - vi. 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

² If such a notice has been given in past for a violation, and a similar violation occurs in the six month period since the notice, per state law the notice sent need not include an opportunity to cure.

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.

- d. Hearings. If a Member requests a hearing by the deadline outlined in the certified mail (Chapter "209") violation letter, the hearing shall be held in accordance with state law. The Board shall inform the owner of the time, date, and place of the hearing at least 10 days prior to the scheduled hearing date. The Board may impose rules of conduct and limit the amount of time allotted to a Member to present his or her information to the Board at any such hearing. The Board may either make its decision at the hearing, or take any matter discussed at the hearing under advisement and communicate its decision at a later date.
- e. Force mows and other self-help enforcement action. Notwithstanding other language herein, the management company, Association attorney, or other authorized agent of the Association is granted authority to carry out force mow or self-help remedies on behalf of the Association, in accordance with any procedure described in the Declaration or other governing documents. (Declaration §6.17)
- f. 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.

SECTION XII. 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, the entry way, the front yard, or the front facade of the dwelling; or
 - e. have a total size (individually or in combination) of greater than four square feet.
- 3. 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.

4. 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.

After recording, please return to:

Nieman & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

Fileserver:CLIENTS:University Park:RuleLcgEnforcementEF6-14.doc

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Electronically Recorded

OFFICIAL PUBLIC RECORDS

Nancy E. Rister

Nancy E. Rister, County Clerk

2014 June 25 03:24 PM

FEE: \$65.00 PGS 12

Williamson County Texas

**THIRD AMENDMENT TO BYLAWS
OF
PROPERTY OWNERS OF UNIVERSITY PARK (GEORGETOWN) HOMEOWNERS'
ASSOCIATION, INC.**

Reference is further made to that certain Declaration of Covenants, Conditions and Restrictions for University Park, filed as Document No. 2003035632 in the Official Public Records of Williamson County, Texas, (together with all supplemental documents and amendments thereto, the **"Declaration"**).

THEREFORE the Bylaws have been, and by these presents are, **AMENDED** as provided below.

- "5.01 Number and Qualification.** The Association shall be managed by a Board of Directors consisting of five (5) Voting Directors and one (1) Alternate Director, all of who shall thereafter govern the affairs of the Association. The Alternate Director shall have all the rights, powers and obligations afforded to the Voting Directors, *except that, notwithstanding anything to the contrary* contained in these Bylaws, the Alternate Director shall only have the power to vote on matters put before the Board if one or more of the Voting Directors is absent or otherwise not participating in the related vote."

- "5.04 Election and Term of Office.** Directors of the Association shall be elected by the members except as specifically provided otherwise in these Bylaws (e.g., in the event of a mid-

term vacancy). All Directors shall serve three-year, staggered terms, such that two Director terms expire and are open for election at each annual meeting of the membership. A Director shall hold office until his successor has been elected.

Then initial Alternate Director position shall be filled as a vacant seat consistent with Section 5.05 below. The initial term of the Alternate Director shall be for a term running concurrently with the term of the one Voting Director who has the only term expiring at a given annual meeting of the membership, such that going forward there will be two Director seats open for election at each annual meeting."

3. **Section 5.12 (Board of Directors' Quorum) is AMENDED and RESTATED so that it reads in its entirety as follows:**

"5.12 Board of Directors' Quorum. At all meetings of the Board of Directors, the presence of three (3) or more Directors shall constitute a quorum for the transaction of business, and the acts of a majority of the Directors present and voting on a particular motion shall be the acts of the Board of Directors. The presence of the Alternate Director shall count toward the quorum. The foregoing notwithstanding, any Director present by proxy shall not be counted toward a quorum. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At any reconvened meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice."

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

AGREED TO and ADOPTED the 17th day of November, 2014.

PROPERTY OWNERS OF UNIVERSITY PARK (GEORGETOWN) HOMEOWNERS' ASSOCIATION, INC.

Acting by and through its Board of Directors

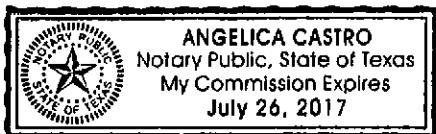
Brenda Smith
NAME: BRENDA SMITH
TITLE: University Park President

Acknowledgement

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 12th day of December, 2014, by _____ in the capacity stated above.



Angelica Castro
Notary Public, 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

Fileserver:CLIENTS:University Park:3rdBylawAmend11-14.doc

2014100407

Electronically Recorded
OFFICIAL PUBLIC RECORDS

A handwritten signature in black ink, appearing to read "Nancy E. Rister".

Nancy E. Rister, County Clerk

12/17/2014 10:15 AM

Pages: 3 Fee: \$29.00

Williamson County Texas

**RESOLUTION ADOPTING A RECORDS PRODUCTION AND COPYING POLICY
FOR
University Park Georgetown HOA**

WHEREAS Texas Property Code § 209.005(i) requires associations to file a records production and copying policy that prescribes the costs the Association will charge for compilation, production, and reproduction of information requested by a Member.

WHEREAS, failing the existence of such a policy, the Association shall be liable to compile and produce such records, but shall not be entitled to charge for same.

BE IT RESOLVED, that the following shall be the Association's policy for records production and copying:

Upon receipt of a proper request for information, by a proper party pursuant to Texas Property Code § 209.005(c), the Association shall make the records described by § 209.005 available pursuant to the terms thereof, within the time allotted therein, and shall otherwise comply with such provisions of Texas Property Code § 209.005, including the withholding of certain information described therein.

Further, the Association itself or by and through its agent or manager, shall charge as follows when it is required to produce records accordingly:

- a. \$25 per hour if clerical staff performs the compilation/production task.
- b. \$75 per hour if a manager performs the compilation/production task.
- c. The prevailing billing rate for an attorney, CPR, or other third party profession if they perform the compilation/production task.
- d. A minimum hourly charge for compilation/production shall be two hours.
- e. \$.10 per photocopy.
- f. \$.50 per pdf or other image file.
- g. \$1.00 per CD or \$3.00 for DVD.
- h. The aforementioned amounts shall be increased annually by the Consumer Price Index for All Urban Consumers ("CPI-U") as published by the U.S. Bureau of Labor and Statistics (1967=100) starting January 2013, or its replacement index if publication of the CPI-U is discontinued.
- i. To the extent that the aforementioned charges may exceed those allowed by current or future law, the charges shall be reduced to the legal maximum limit.
- j. Members may be required to pay an estimated cost in advance of the compilation/production and copying process with a final reconciliation to be prepared after the compilation/production and copying is performed. Any costs over the amount prepaid by the member may be charged to the member's account as an assessment. Any overpayment by the member shall be promptly refunded.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition

to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below.

Executed this the 24th day of Feb., 2020.

By: Helen Bartholomew

Name: Helen Bartholomew

Title: President

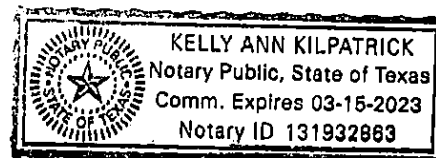
STATE OF TEXAS)
COUNTY OF Williamson)

This instrument was acknowledged before me on this the 26 day of February, 2020, by Helen Bartholomew President of and for the Association, for the purposes therein expressed.

Kelly Ann Kilpatrick
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Adam Pugh
CAGLE CARPENTER HAZLEWOOD
8400 North Mopac
Suite 100
Austin, Texas 78759



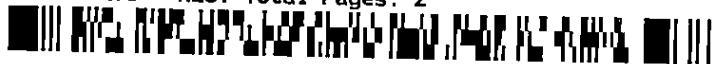
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2020020275

REST Fee: \$25.00
02/28/2020 10:29 AM MBARRICK



Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas

② Preferred Association management
PO Box 200145
Austin, TX 78720



**RESOLUTION ADOPTING A RECORDS RETENTION POLICY
FOR**

University Park Georgetown HOA

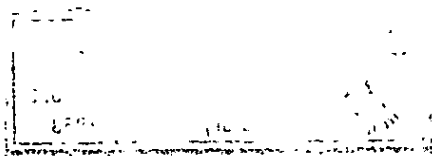
WHEREAS Texas Property Code § 209.005(m) requires associations to adopt policies to retain certain records for minimum periods of time.

BE IT RESOLVED, that the following is the Association's policy for records retention:

1. Formation documents, bylaws, CCRs – permanently
2. Financials – 7 years
3. Owner account records – 5 years
4. Contracts with a one year term or more – 4 years from the date of termination.
5. Board meeting minutes – 7 years
6. Tax returns and audits – 7 years

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below.



Executed this the 24th day of Feb, 2020.

By: H. Bartholomew
 Name: Helen Bartholomew
 Title: President

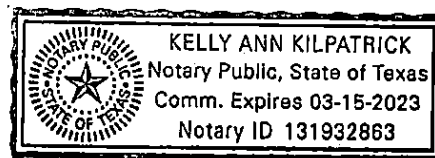
STATE OF TEXAS)
)
 COUNTY OF Williamson)

This instrument was acknowledged before me on this the 24 day of February, 2020, by Helen Bartholomew President of and for the Association, for the purposes therein expressed.

Kelly Ann Kilpatrick
 Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Adam Pugh
 CAGLE CARPENTER HAZLEWOOD
 8400 North Mopac
 Suite 100
 Austin, Texas 78759



② Preferred Association Management
 PO Box 200145
 Austin, TX 78720

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2020020276

REST Fee: \$25.00
 02/28/2020 10:29 AM MBARRICK



Nancy E. Rister
 Nancy E. Rister, County Clerk
 Williamson County, Texas

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR UNIVERSITY PARK**

Document reference. Reference is hereby made to the Declaration of Covenants, Conditions and Restrictions for University Park, filed as Document No. 2003035632, First Supplement to Declaration of Covenants, Conditions, and Restrictions filed as Document No. 2004097270, Second Supplement to Declaration of Covenants, Conditions, and Restrictions filed as Document No. 2006074437, Third Supplement to Declaration of Covenants, Conditions and Restrictions filed as Document No. 2008032113, and First Amendment to Declaration of Covenants, Conditions and Restrictions for University Park, filed as Document No. 2010087564, all in the Official Public Records of Williamson County, Texas (cumulatively and together with all amendments and supplements thereto, the “**Declaration**”).

The Declaration provides that owners of lots subject to the Declaration are automatically made members of the Property Owners of University Park (Georgetown) Homeowners’ Association, Inc. (the “**Association**”);

Declaration section 7.5 provides that the Declaration may be amended at a meeting of members of the Association, if a quorum is present and if the amendment is approved by 66-2/3% of the outstanding votes held by members attending the meeting;

At a meeting of the Association held on 2/6/2020, at which a quorum was present, at least 66-2/3 of the members voting consented to adoption of the Declaration amendments set forth below;

Therefore, the Declaration has been, and by these presents is, AMENDED as provided below:

1. By ADDING section 6.7(w), to read as follows:

No Home or Lot, or any portion thereof, shall be advertised for lease for a term of less than six months, or leased for a term of less than 6 months. Any advertisement for lease must contain the minimum lease term or any longer lease term the advertiser wishes to impose. Advertisements may not quote daily, weekly, or any rental rate less than monthly.

2. By AMENDING section 7.2 Enforcement, part (a) through the end, to read in its entirety as follows:

- (a) The imposition of a special charge (fine) as set forth in the rules of the association or as otherwise determined by the Board;
- (b) The right to cure or abate such violation, including the right to enter any Lot upon which such violation exists without liability for trespass, and to charge the expense thereof, if any, to such Owner, plus attorney’s fees incurred by the Association with respect to the exercise of such remedy; or
- (c) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to, attorney’s fees and court costs.

Before the Board invokes the remedies provided in subparagraphs (a), (b), or (c) above, it shall give all notices required by law, including affording the Owner any hearing required by law. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Declarant, or of any Owner to take any action upon any breach or default with respect to any of

the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default. All charges assessed against and Owner shall constitute a continuing lien upon the Lot of such Owner as fully as if such charge were an unpaid annual or special assessment.

**PROPERTY OWNERS OF UNIVERSITY PARK (GEORGETOWN)
HOMEOWNERS' ASSOCIATION, INC.**

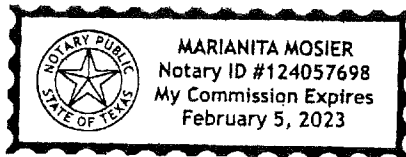
Helen Bartholomew
NAME: Helen Bartholomew
TITLE: President

Acknowledgement

STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me on the 22nd day of June, 2020 by Helen Bartholomew in the capacity stated above.



Marianita Mosier
Notary Public, 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

University Park (Georgetown)
Homeowners Association, Inc.
PO Box 200145
Austin, Texas 78720

Niemann and Heyer, LLP
1122 Colorado Street, Suite #313
Austin, Texas 78701

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2020075180

Pages: 4 Fee: \$29.00
07/09/2020 09:57 AM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



AFTER RECORDING, PLEASE RETURN TO:

ADAM PUGH.
CAGLE PUGH, LTD. LLP
4301 WESTBANK DRIVE, SUITE A-150
AUSTIN, TEXAS 78746

**CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS
PROPERTY OWNERS OF UNIVERSITY PARK
(GEORGETOWN) HOMEOWNERS ASSOCIATION, INC.**

NOTICE OF REPEAL OF THIRD AMENDMENT TO BYLAWS

Cross Reference to that certain Bylaws of Property Owners of University Park (Georgetown) Homeowners Association, Inc. filed as Document No. 2003035633, that certain First Amendment to Bylaws of University Park (Georgetown) Homeowners' Association, Inc., filed as Document No. 2011015996, and that certain Amendment to Bylaws of Property Owners of University Park (Georgetown) Homeowners' Association, Inc., filed as Document No. 2013044886, and that certain Third Amendment to Bylaws of Property Owners of University Park (Georgetown) Homeowners' Association, Inc. filed as Document No. 2014100407 all in the Official Public Records of Williamson County, Texas. Reference is further made to that certain Declaration of Covenants, Conditions and Restrictions for University Park, filed as Document No. 2003035632 in the Official Public records of Williamson County, Texas, (together with all supplemental documents and amendments thereto, the "Declaration").

**CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS OF
PROPERTY OWNERS OF UNIVERSITY PARK (GEORGETOWN) HOMEOWNERS
ASSOCIATION**

NOTICE OF REPEAL OF THIRD AMENDMENT TO BYLAWS

WHEREAS, the Property Owners of University Park (Georgetown) Homeowners Association, Inc., a Texas nonprofit corporation (the “**Association**”) is vested with the authority to enforce restrictive covenants and other terms and provisions of that certain Declaration of Covenants, Conditions and Restrictions for University Park, filed as Document No. 2003035632 in the Official Public records of Williamson County, Texas, as may be amended from time to time (collectively, the “**Declaration**”).

WHEREAS, the Association is further governed by that certain Bylaws of Property Owners of University Park (Georgetown) Homeowners Association, Inc. filed as Document No. 2003035633 in the Official Public records of Williamson County, Texas as mended from time to time (collectively, the “**Bylaws**”)

WHEREAS, Article 8, Section 8.1 of the Bylaws provides that, “These Bylaws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of the members in good standing and present in person or by proxy; provided, however, that such authority may be delegated by the majority of such members to the Board of Directors if allowed by the Act.”

WHEREAS, that certain Amendment to the Bylaws, filed as Document No. 2013044886, attached hereto and incorporated by reference as (**Exhibit A**) was filed erroneously due to the fact that such authority to amend the Bylaws has not been delegated by the majority of the members to the Board of Directors.

WHEREAS, that certain Third Amendment to the Bylaws, filed as Document No. 2014100407, attached hereto and incorporated by reference as (**Exhibit B**) was filed erroneously due to the fact that such authority to amend the Bylaws has not been delegated by the majority of the members to the Board of Directors.

NOW THEREFORE, the Amendment to the Bylaws and Third Amendment to the Bylaws are hereby REPEALED and rendered void ab initio.

The undersigned, Helen Bartholomew, as the duly elected, qualified, and acting Secretary of the Association, hereby certifies on behalf of the Association that the following resolution was duly adopted by a majority of the Board of Directors of the Association (the “**Board**”) at a meeting held on March 28th, 2022, and that such Amendment to the Bylaws and Third Amendment to the Bylaws of the Property Owners of University Park (Georgetown) Homeowners’ Association, Inc are repealed and void.

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SECRETARY'S CERTIFICATE

IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Property Owners of University Park (Georgetown) Homeowners Association, Inc., to be effective upon the recording of this document in the Official Public Records of Williamson County, Texas.

Helen Bartholomew
By:
Title: Secretary

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on 3/29/ 2022, by Helen Bartholomew Secretary of the Property Owners of University Park (Georgetown) Homeowners Association, Inc. a Texas non-profit corporation, on behalf of said non-profit corporation.

Rachel Ramirez Ruiz
Notary Public Signature

AFTER RECORDING, PLEASE RETURN TO:

ADAM PUGH
CAGLE PUGH, LTD. LLP
4301 Westbank Drive, A-150
Austin, Texas 78746

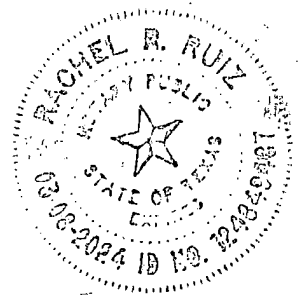


EXHIBIT ABY
2 PGS

2013044886

STATE OF TEXAS §
COUNTY OF WILLIAMSON §**RECEIVED**
MAY 22 2013**BY:****AMENDMENT TO BYLAWS
OF
PROPERTY OWNERS OF UNIVERSITY PARK (GEORGETOWN) HOMEOWNERS'
ASSOCIATION, INC.**

Document reference. Reference is hereby made to those certain Bylaws of University Park (Georgetown) Homeowners' Association, Inc., filed as Document No. 2003035633 in the Official Public Records of Williamson County, Texas (together with any amendments thereto, the "Bylaws").

Reference is further made to that certain Declaration of Covenants, Conditions and Restrictions for University Park, filed as Document No. 2003035632 in the Official Public Records of Williamson County, Texas, (together with all supplemental documents and amendments thereto, the "Declaration").

WHEREAS the owners of lots subject to the Declaration are automatically made members of Property Owners of University Park (Georgetown) Homeowners' Association, Inc. (the "Association");

WHEREAS the Association is a Texas non-profit corporation and is governed in accordance with the Bylaws;

WHEREAS the board of directors (the "Board") of the Association is authorized to amend the Bylaws pursuant to Section 22.102(c) of the Texas Business Organizations Code; and

WHEREAS the Board has voted to adopt the Bylaws amendment set forth below;

THEREFORE the Bylaws have been, and by these presents are, AMENDED as provided below.

1. Article V, Section 5.01 ("Number and Qualification") is AMENDED to provide for a board of five rather than three directors. The language of Section 5.01 is replaced in its entirety by the following language:

"5.01 Number and Qualification. Until the first meeting of the Association, the affairs of the Association shall be governed by a Board of Directors consisting of three (3) persons delineated in the Articles of Incorporation of the Association. Thereafter, there shall be five directors, who shall govern the affairs of the Association until their successors have been duly elected and qualified."

2. Article V, Section 5.04 ("Election and Term of Office") is AMENDED to increase the director terms from one year to three years. The language of Section 5.04 is replaced in its entirety with the following language:

"5.04 Election and Term of Office. The term of office for Directors shall be fixed at three years. Terms shall be staggered, so that either one or two Director terms expire each year. If necessary to accomplish (or re-set) staggering, Directors may be elected for a one or two-year term, with successor Directors elected to three-year terms. In the alternative, the Board may determine by majority vote the terms each Director will have in order to accomplish (or re-set) the appropriate staggering, and thereafter Directors shall be elected to three year terms. Directors shall hold office

until their successors have been elected and hold their first meeting, except as is otherwise provided herein."

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

AGREED TO and ADOPTED the 25th day of March, 2013.

PROPERTY OWNERS OF UNIVERSITY PARK (GEORGETOWN) HOMEOWNERS' ASSOCIATION, INC.

Acting by and through its Board of Directors

Brenda Smith

NAME: BRENDA SMITH

TITLE: Board of Directors President
University Park - Georgetown-TX

Acknowledgement

STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me on the 25th day of March, 2013, by Brenda Smith in the capacity stated above.

Christine M. Gajache
Notary Public, State of Texas



Fileserver: CLIENTS: University Park: Bylaw Amend Board Size Term fml3-29-13.doc

After recording, please return to:

Niemann & Hoyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

① Alliance Association Management
115 Wild Basin Rd Ste 308
Austin TX 78746

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2013044886

Nancy E. Rister

05/17/2013 09:51 AM

CKASEBERG \$20.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

EXHIBIT BELECTRONICALLY RECORDED
Williamson County Texas

2014100407

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**THIRD AMENDMENT TO BYLAWS
OF
PROPERTY OWNERS OF UNIVERSITY PARK (GEORGETOWN) HOMEOWNERS'
ASSOCIATION, INC.**

Document reference. Reference is hereby made to those certain Bylaws of Property Owners of University Park (Georgetown) Homeowners' Association, Inc., filed as Document No. 2003035633, that certain First Amendment to Bylaws of University Park (Georgetown) Homeowners' Association, Inc., filed as Document No. 2011015996, and that certain Amendment to Bylaws of Property Owners of University Park (Georgetown) Homeowners' Association, Inc., filed as Document No. 2013044886, all in the Official Public Records of Williamson County, Texas (together with any amendments thereto, the "Bylaws").

Reference is further made to that certain Declaration of Covenants, Conditions and Restrictions for University Park, filed as Document No. 2003035632 in the Official Public Records of Williamson County, Texas, (together with all supplemental documents and amendments thereto, the "Declaration").

WHEREAS the owners of lots subject to the Declaration are automatically made members of the Property Owners of University Park (Georgetown) Homeowners' Association, Inc. (the "Association");

WHEREAS the Association is a Texas non-profit corporation and is governed in accordance with the Bylaws;

WHEREAS the board of directors (the "Board") of the Association is authorized to amend the Bylaws pursuant to Section 22.102(c) of the Texas Business Organizations Code; and

WHEREAS the Board has voted to adopt the Bylaws amendment set forth below.

THEREFORE the Bylaws have been, and by these presents are, AMENDED as provided below.

1. Section 5.01 (Number and Qualification) is AMENDED and RESTATED, so that it reads in its entirety as follows:

"5.01 Number and Qualification. The Association shall be managed by a Board of Directors consisting of five (5) Voting Directors and one (1) Alternate Director, all of who shall thereafter govern the affairs of the Association. The Alternate Director shall have all the rights, powers and obligations afforded to the Voting Directors, except that, notwithstanding anything to the contrary contained in these Bylaws, the Alternate Director shall only have the power to vote on matters put before the Board if one or more of the Voting Directors is absent or otherwise not participating in the related vote."

2. Section 5.04 (Election and Term of Office) is AMENDED and RESTATED so that it reads in its entirety as follows:

"5.04 Election and Term of Office. Directors of the Association shall be elected by the members except as specifically provided otherwise in these Bylaws (e.g., in the event of a mid-

term vacancy). All Directors shall serve three-year, staggered terms, such that two Director terms expire and are open for election at each annual meeting of the membership. A Director shall hold office until his successor has been elected.

Then initial Alternate Director position shall be filled as a vacant seat consistent with Section 5.05 below. The initial term of the Alternate Director shall be for a term running concurrently with the term of the one Voting Director who has the only term expiring at a given annual meeting of the membership, such that going forward there will be two Director seats open for election at each annual meeting."

3. Section 5.12 (Board of Directors' Quorum) is AMENDED and RESTATED so that it reads in its entirety as follows:

"5.12 Board of Directors' Quorum. At all meetings of the Board of Directors, the presence of three (3) or more Directors shall constitute a quorum for the transaction of business, and the acts of a majority of the Directors present and voting on a particular motion shall be the acts of the Board of Directors. The presence of the Alternate Director shall count toward the quorum. The foregoing notwithstanding, any Director present by proxy shall not be counted toward a quorum. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At any reconvened meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice."

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

AGREED TO and ADOPTED the 17th day of November, 2014.

PROPERTY OWNERS OF UNIVERSITY PARK (GEORGETOWN) HOMEOWNERS' ASSOCIATION, INC.

Acting by and through its Board of Directors

Brenda Smith

NAME: BRENDA SMITH

TITLE: University Park - President

Acknowledgement

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 17th day of November, 2014, by above in the capacity stated



Angelica Castro
Notary Public, State of Texas

Pomco
700 Market St Bldg 3
② Cedar Park TX 78613

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2022046852

BY Fee: \$50.00
04/14/2022 10:56 AM

OSALINAS



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

AFTER RECORDING, PLEASE RETURN TO:
CAGLE PUGH, LTD. LLP
4301 Westbank Dr., Bldg. A., Ste. 150
Austin, Texas 78746

CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS OF
PROPERTY OWNERS OF UNIVERSITY PARK (GEORGETOWN) HOMEOWNERS
ASSOCIATION, INC.
ADOPTION OF FINE AND ENFORCEMENT POLICY

Cross Reference to that certain Declaration of Covenants, Conditions and Restrictions for University Park, recorded at Document No. 2003035632, Official Public Records of Williamson County, Texas, as may be amended or supplemented.

**CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS OF
PROPERTY OWNERS OF UNIVERSITY PARK (GEORGETOWN) HOMEOWNERS
ASSOCIATION, INC.**

ADOPTION OF FINE AND ENFORCEMENT POLICY

WHEREAS, Property Owners of University Park (Georgetown) Homeowners Association, Inc. (hereinafter the "**Association**") is a property owners association established and governed by that certain Declaration of Covenants, Conditions and Restrictions for University Park, recorded at Document No. 2003035632, Official Public Records of Williamson County, Texas (the "**Declaration**"), that is further subject to and governed by Chapter 209 of the Texas Property Code;

WHEREAS, Article VII, Section 7.2(a) of the Declaration authorizes the Board of Directors (the "**Board**") of the Association to assess fines against Owners for violations of the Declaration;

WHEREAS, Section 209.0061 of the Texas Property Code requires property owners associations that are authorized by their dedicatory instrument to levy fines to adopt an enforcement policy regarding the levying of fines that must include a schedule of fines and information regarding hearings described by Section 209.007 of the Texas Property Code ("**Chapter 209 Enforcement Hearings**");

WHEREAS, the Board wishes to adopt a Fine and Enforcement Policy that establishes a schedule of fines for violations of the Declaration and other dedicatory instruments of the Association and provides information regarding Chapter 209 Hearings in compliance with Section 209.0061 of the Texas Property Code;

WHEREAS, the Board approved and adopted the attached Fine and Enforcement Policy (hereinafter referred to as the "**Policy**") for the purpose of establishing a schedule of fines and providing information regarding Chapter 209 Hearings at a meeting of the Board conducted on JANUARY 18th, 2024.

BE IT RESOLVED, that the Board hereby approves and adopts the Fine and Enforcement Policy attached hereto as Exhibit "A" and for it to be recorded in the Official Public Records of Williamson County, Texas.

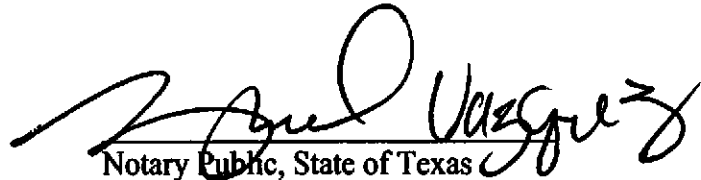
Executed this the 19th day of JANUARY, 2024.

PROPERTY OWNERS OF UNIVERSITY PARK
(GEORGETOWN) HOMEOWNERS ASSOCIATION,
INC.

By: Brenda Smith
Name: BRENDA SMITH
Title: Secretary President

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 19 day of January, 2024, by Brenda Ruth Smith, Secretary of and for the Property Owners of University Park (Georgetown) Homeowners Association, Inc., for the purposes therein expressed.


Notary Public, State of Texas

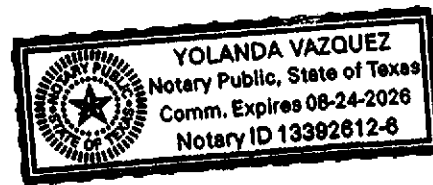


Exhibit "A"**PROPERTY OWNERS OF UNIVERSITY PARK (GEORGETOWN) HOMEOWNERS
ASSOCIATION, INC.****FINE AND ENFORCEMENT POLICY**

1. **Background.** University Park is a subdivision development (the "**Subdivision**") created by and subject to that certain Declaration of Covenants, Conditions and Restrictions for University Park, recorded at Document No. 2003035632, Official Public Records of Williamson County, Texas (the "**Declaration**"). The operation of the Subdivision and enforcement of the Declaration is vested in Property Owners of University Park (Georgetown) Homeowners Association, Inc. (the "**Association**"), acting through its Board of Directors (the "**Board**").
2. **Fining Authority.** Pursuant to Article VII, Section 7.2(a) of the Declaration, the Board may impose fines for any violation of the Declaration or any other dedicatory instrument of the Association (collectively, the "**Governing Documents**"), which shall include but not be limited to the Declaration and Association's Bylaws, Rules and Regulations and Architectural Guidelines (as such terms are defined by the Declaration). Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Declaration.
3. **Purpose.** The Board hereby adopts this Fine and Enforcement Policy (the "**Policy**") in order to establish procedures for the levy of fines and a schedule of fines in compliance with the requirements of Section 209.0061 of the Texas Property Code. To the extent any provision within this Policy is in conflict with any applicable law, such provision shall be modified or construed to comply with the applicable law. Furthermore, this policy is intended to supplement the Association's Governing Documents and it is not intended to replace or override any previously adopted Governing Documents, including any fine and enforcement policies or schedules of fines previously adopted by the Board. Unless otherwise stated herein, the schedule of fines adopted hereby shall apply to all categories of violations described herein and to violations of the Governing Documents for which the Board has not otherwise established a schedule of fines. To the extent that the Board has previously adopted a dedicatory instrument establishing a schedule of fines for specific categories of violations, such schedule of fines shall remain in effect and enforceable. To the extent a particular violation may be subject to two or more schedules of fines that establish differing fine amounts, the violation shall be fined pursuant to the schedule of fines with the highest fine amount.
4. **Policy.** The Association uses fines to discourage violations of the Governing Documents, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Governing Documents. The Association's use of fines shall not interfere with its exercise of other rights and remedies for the same violation.
5. **Owner's Liability.** An Owner is liable for fines levied by the Association for violations of the Governing Documents by the Owner, any occupants of the Owner's Lot ("**Occupants**"), and the relatives, guests, employees, and agents of the Owner and

Occupants (“**Related Parties**”). Regardless of who commits the violation, the Association will direct its communications regarding the violation to the Owner, although the Association may also send copies of its notices to an offending Occupant and/or Related Party.

6. **Notice of Fine.** Except as provided herein, before levying a fine, the Association shall give the Owner a written notice of fine (the “**Notice of Fine**”) at the Owner’s last known address as shown in the Association records in compliance with the most current version of Section 209.006 of the Texas Property and any applicable provisions of the Association’s Governing Documents. As of the effective date of this Policy, Section 209.006 requires an initial Notice of Fine to:
 - A. describe the violation that is the basis for the fine;
 - B. inform the Owner that the Owner (i) is entitled to a reasonable period to cure the violation and avoid the fine if the violation is of a curable nature and does not pose a threat to public health or safety; (ii) may request a hearing under Section 209.007 of the Texas Property Code (a “**Chapter 209 Enforcement Hearing**”) on or before the 30th day after the date the Notice of Fine was mailed to the Owner; and (iii) may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty;
 - C. if the violation is of a curable nature and does not pose a threat to public health or safety, provide the Owner a reasonable period to cure the violation and specify the date by which the Owner must cure the violation in order to avoid the assessment of a fine; and
 - D. be sent by verified mail to the Owner at the Owner’s last known address as shown on the Association’s records.
7. **Violations that are Uncurable or a Threat to Public Health or Safety.** If the violation is of an uncurable nature or poses a threat to public health or safety, then the Notice of Fine shall state those items set out in Section 5, Subsections (A), (B)(ii) and (iii), and (D) above and shall omit those items set out in Section 5, Subsections (B)(i) and (C) above. For purposes of this Policy, a violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action and a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident.
8. **Continuous and Repeat Violations.** If the Owner has been given an initial Notice of Fine and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months and the Owner either has failed to cure the violation or has committed the same or a similar violation, then the Owner shall not be entitled to an additional Notice of Fine or a Chapter 209 Enforcement Hearing, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Governing Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. If an Owner fails and refuses to cure a violation after having been provided a Notice of Fine as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines*, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation that

warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

9. **Due Date.** Fines are due immediately if the violation is incurable or poses a threat to public health or safety or the Owner has been given an initial Notice of Fine and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months and the Owner either has failed to cure the violation or has committed the same or a similar violation. For all other violations, the fine is due immediately after the later of: (A) if the Owner does not timely request a Chapter 209 Enforcement Hearing and fails to timely cure the violation, the date that the cure period set out in the Notice of Fine expires; or (2) if a Chapter 209 Enforcement Hearing is timely requested by the Owner, the date the Board's final decision on the matter is communicated to Owner in writing, assuming the Owner did not timely cure the violation and the fine is confirmed by the Board following the Chapter 209 Enforcement Hearing.
10. **Chapter 209 Enforcement Hearings.** Chapter 209 Enforcement Hearing shall be requested and conducted in accordance with the following provisions:
 - A. **Requesting a Chapter 209 Enforcement Hearing.** To be effective, a request for a Chapter 209 Enforcement Hearing must be in writing and received by the Association within thirty (30) days from the date written notice of a fine is sent to an Owner by verified mail in compliance with Section 209.006 of the Texas Property Code. The written request for a Chapter 209 Enforcement Hearing must be sent to the Association by certified mail at the mailing address of the Association or authorized representative as reflected on the most current management certificate filed by the Association pursuant to Section 209.004 of the Texas Property Code. Failure to timely request a Chapter 209 Enforcement Hearing shall waive any right to such a hearing.
 - B. **Scheduling and Notice of the Chapter 209 Enforcement Hearing.** The Board shall conduct a Chapter 209 Enforcement Hearing within thirty (30) days from the date the Board receives the Owner's timely written request for a hearing. The Board shall also provide the Owner notice of the date, time, and location of the hearing at least ten (10) days prior to the date of said hearing. The notice of the Chapter 209 Enforcement Hearing may be mailed, hand-delivered, or emailed to the requesting Owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting Owner at his or her last known mailing address with proper postage, or emailed to the requesting Owner at an email address provided to the Association by such Owner. The Board or the requesting Owner may request a postponement of the scheduled hearing date one (1) time each, and if requested, a postponement shall be granted for a period of no more than ten (10) days from the date of the previously scheduled hearing date unless otherwise agreed to by the Board and the Owner. Additional postponements may be granted by agreement of the parties. The Board shall provide the requesting Owner with the date, time, and location of the rescheduled hearing date at least twenty-four (24) hours in advance of the rescheduled hearing date. Notice of a rescheduled hearing date may be given to an Owner by any reasonable manner designed to provide adequate notice of the rescheduled hearing.

- C. Location of the Chapter 209 Enforcement Hearing. A Chapter 209 Enforcement Hearing may be conducted in conjunction with a meeting of the Board or at a non-public work session of the Board. If the Chapter 209 Enforcement Hearing is conducted at a meeting of the Board, it shall be conducted during an executive session of the meeting unless the requesting Owner and the Board agree to conduct it during an open session of the meeting. In addition, a Chapter 209 Enforcement Hearing may be held at a physical location, or at the election of the Board, by video conference technology, provided the Owner is afforded the reasonable ability to present information relevant to the subject matter of the Chapter 209 Enforcement Hearing. Upon the agreement of the Board and the Owner, a Chapter 209 Enforcement Hearing may be conducted at the property that is the subject of the hearing.
- D. Pre-Hearing Disclosure of Evidence Packet. No later than ten (10) days before a Chapter 209 Enforcement Hearing is held by the Board, the Board shall provide to the requesting Owner a packet containing all documents, photographs, and communications relating to the enforcement matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing (the "Evidentiary Packet"). The Evidentiary Packet may be mailed, hand-delivered or emailed to the requesting Owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting Owner at his or her last known mailing address with proper postage or emailed to the requesting Owner at an email address provided to the Association by such Owner. A letter from the Board to the requesting Owner stating that all documents, photographs, and communications relating to the matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing have been produced or that there are no documents, photographs, or communications relating to the matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing shall satisfy the Board's obligation concerning the pre-hearing disclosure of the Evidence Packet. If the Board fails to timely provide the Evidentiary Packet to the requesting Owner, the Owner shall be entitled to an automatic fifteen (15) day postponement of the Chapter 209 Enforcement Hearing, unless the Owner agrees to waive the Board's obligation concerning the pre-hearing disclosure of the Evidence Packet.
- E. Attendance at the Chapter 209 Enforcement Hearing. The Board and the requesting Owner may be represented by legal counsel at a Chapter 209 Enforcement Hearing. In addition, both parties may have other relevant persons attend the Chapter 209 Enforcement Hearing, including the Association's managing agents, members of the architectural committee, architects, contractors, consultants and any other person that either party believes would be in a position to provide information relevant to the subject matter of the hearing.
- F. Conduction of the Chapter 209 Enforcement Hearing. The purpose of the Chapter 209 Enforcement Hearing is to discuss and verify facts and resolve the matters at issue. At the Chapter 209 Enforcement Hearing, a member of the Board (or a designated representative of the Association) shall first present the Association's case against the Owner. The Owner (or the Owner's designated representative) may then present the Owner's information and issues relevant to the appeal or dispute.

An audio recording of the Chapter 209 Enforcement Hearing may be made by the Board or the Owner.

- G. **Ruling by the Board.** The Board's ruling shall be in writing and mailed by certified mail, hand-delivered, or emailed to the requesting Owner within ten (10) business days from the date of the Chapter 209 Enforcement Hearing. The Board may, but is not required to, state the basis for its determinations in the written ruling. There shall be no appeal or reconsideration of the ruling by the Board.

11. **Schedule of Fines.** The Board has adopted the following general schedule of fines. The Board reserves the right to increase or decrease a scheduled fine amount on a case-by-case basis if the factual circumstances of a violation would justified such a modification, as determined by the Board in its sole and absolute discretion, provided the Board acts in good faith and the fine amount is reasonable in light of the nature, frequency, and effect of the violation. The Board also reserves the right to pursue any additional remedies available to the Association under Texas law or the Governing Documents in addition to levying fines.

A. **Fines For Violations:**

<u>Violation:</u>	<u>Fine Amount:</u>
New Violation	\$50.00 (if a curable violation, fine may be avoided if Owner cures the violation by the time specified in the notice of fine)
First Repeat Violation (in a six month period)	\$50.00
Second Repeat Violation (in a six month period)	\$50.00
Third Repeat Violation (in a six month period)	\$50.00
Subsequent Repeat Violations (in a six month period)	\$50.00

12. **Amendment of Policy.** This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2024005903

Pages: 9 Fee: \$53.00

01/25/2024 09:36 AM

MBARRICK



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

AFTER RECORDING PLEASE RETURN TO:

Adam Pugh
CAGLE PUGH, LTD. LLP
4301 Westbank Dr., Bldg. A., Ste. 150
Austin, Texas 78746

PROPERTY OWNERS OF UNIVERSITY PARK (GEORGETOWN)
HOMEOWNERS ASSOCIATION, INC.
ASSESSMENT COLLECTION POLICY

PROPERTY OWNERS OF UNIVERSITY PARK (GEORGETOWN) HOMEOWNERS ASSOCIATION

ASSESSMENT COLLECTION POLICY

WHEREAS, Property Owners of University Park (Georgetown) Homeowners Association (the "Association") is the Association established by and subject to that certain Declaration of Covenants, Conditions and Restrictions recorded in the Official Public Records of Williamson County, Texas, as amended from time to time (collectively, the "Declaration").

WHEREAS, the Declaration empowers the Association to enforce the covenants, conditions and restrictions of the Declaration, including the obligation of owners of property subject to the Declaration ("Owners") to pay assessments levied by the Association for the purpose of promoting the recreation, health, safety and welfare of the Owners of the Lots, the improvement and maintenance of the Areas of Common Responsibility and any other property owned by the Association, and the performance and/or exercise of the rights and obligations of the Association arising under the Declaration (as further detailed in Article IV, Section 4.2 of the Declaration).

WHEREAS, the undersigned, BRENDA SMITH, as the duly elected, qualified and acting ~~Secretary~~ ^{resident} of the Association, hereby certifies on behalf of the Association that the policy set forth below was adopted by the Association's Board of Directors (the "Board") at a meeting on JANUARY 18TH, 2024.

BE IT RESOLVED, the Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of maintenance charges levied pursuant to the Declaration, which shall rescind and replace all prior collection policies adopted by the Board. Words and phrases used in this policy have the same meanings given to them by the Declaration.

SECTION 1. DELINQUENCY

- 1-A. Due Date. An Owner will timely and fully pay any and all maintenance charges by the due date set by the Association.
- 1-B. Delinquent. Any maintenance charge, or monthly installment payment thereof, that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full.

SECTION 2. PAYMENTS

- 2-A. Application of Payments. Any payment received by the Association will be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

- (1) any delinquent maintenance charge.

- (2) any current maintenance charge.
 - (3) any attorney's fees or third-party collection costs incurred by the Association associated solely with maintenance charges or any other charge that could provide the basis for foreclosure.
 - (4) any attorney's fees incurred by the Association that are not associated solely with maintenance charges or that could provide the basis for foreclosure
 - (5) any other amount owed to the Association
- 2-B. Form of Payment. The Association may require that payment of delinquent maintenance charges be made only in the form of cash, cashier's check, or certified funds.
- 2-C. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent maintenance charges does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.
- 2-D. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association or the Association's attorney will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.
- 2-E. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

SECTION 3. COLLECTION PROCEDURES

- 3-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.

- 3-B. Initial Delinquency Notices. If the Association has not received full payment of a maintenance charge, or monthly installment thereof, by the due date, the Association shall send a written notice of nonpayment to the defaulting Owner by first class mail stating the amount the delinquent account balance. The Association's delinquency-related correspondence shall state that if full payment is not timely received within thirty (30) days from the date of the initial notice, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.
- 3-C. Second Notices of Delinquency. If the Association has not received full payment of a maintenance charge, or monthly installment thereof, within thirty (30) days from the date of an initial notice of delinquency, the Association shall send a second notice of delinquency to the defaulting Owner by first class mail and by certified mail, which shall comply with Section 209.0064 of the Texas Property Code and shall state that if the Owner fails to pay the full amount of the delinquent account balance or enter into a payment plan agreement with the Association for the full amount of the delinquent account balance within forty-five (45) days from the date of the second notice, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner, including the filing of a notice of lien against the Owner's property, referring the account to the Association's attorney for further collection action, and/or foreclosure of the Association's assessment lien.
- 3-D. Notice of Lien. If the Association has not received full payment of a delinquent account balance or the Owner has not entered into a payment plan agreement for the payment of the full account balance within ninety (90) days from the date of the second notice of delinquency, the Association may record a notice of lien against the Owner's property in the Official Public Records of Williamson County, Texas. Within thirty (30) days of filing a notice of lien, the Association shall mail a recorded copy of such notice of lien to the Owner.
- 3-E. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lienholders, including the mortgage company.
- 3-F. Notification of Mortgage Lender. The Association may notify an Owner's mortgage lender of the Owner's default in the obligation to maintenance charges.
- 3-G. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services after the Association has given such Owner written notice of its intent to do so pursuant to Section 209.006 of the Texas Property Code.
- 3-H. Collection by Attorney. If the Association has not received full payment of a delinquent account balance or the Owner has not entered into a payment plan agreement for the payment of the full account balance within forty-five (45) days from the date of the second notice of delinquency, the Association may refer the delinquent account to its

attorney for collection. In such event, the Association's attorney may provide the following notices and take the following actions as directed by the Association, acting through its Board:

- (1) Initial Notice of Delinquency and Demand for Payment: Preparation of the Initial Notice of Delinquency and Demand for Payment Letter. If the account is not paid in full or a payment plan is not entered into within 30 days, then
 - (2) Final Demand for Payment and Notice of Intent to Foreclose Letter: Preparation of the Final Demand for Payment and Notice of Intent to Foreclose Letter. If the account is not paid in full or a payment plan is not entered into within 30 days, then
 - (3) Notice of Delinquency and Right to Cure to Junior Deed of Trust Lienholder. If applicable, preparation of Notice of Delinquency and Right to Cure Letter to any applicable holders of Deed of Trust Liens that are inferior to the Association's lien. If the account is not paid in full within 60 days, then
 - (4) Foreclosure of Lien: Upon written approval by the Board, commencement of foreclosure process.
- 3-I. Payment Plan: Unless otherwise directed by the Board, the Association's attorney is authorized to enter into a payment plan with the Owner that complies with the terms set forth under the Association's Payment Plan Guidelines.
- 3-J. Notice of Lien. The Association's attorney may cause a notice of the Association's assessment lien against the Owner's property to be publicly recorded. In such event, a copy of the notice will be sent to the defaulting Owner, and may be sent to his mortgage holder.
- 3-K. Foreclosure of Lien – Judicially. The Association may file suit against the Owner for judicial foreclosure of the Association's lien. This action may be combined with a claim of personal liability against the Owner for recovery of a money judgment.
- 3-L. Suit for Owner's Personal Liability. Whether or not the Association forecloses the Association's lien, the Association may file suit for a personal judgment against the defaulting Owner, and may execute on the judgment.
- 3-M. Possession Following Foreclosure. If the Association purchases a defaulting Owner's property at a public foreclosure auction, the Board may immediately institute proceedings to recover possession of such property.
- 3-N. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

- 3-O. Suspension of Use of Certain Facilities or Services. The Association may suspend the use of the Common Area amenities by any Owner and/or their tenant, whose account with the Association is delinquent for at least thirty (30) days.

SECTION 4. GENERAL PROVISIONS

- 4-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association will exercise their independent, collective, and respective judgment in applying this policy.
- 4-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect maintenance charges under the Declaration and the laws of the State of Texas.
- 4-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid maintenance charges, or reimbursed to the Owner if those maintenance charges are paid in full.
- 4-D. Notices. Unless the Declaration, applicable law, or this Policy provide otherwise, any notice or other written communication given to an Owner pursuant to this Policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that a Lot is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this Policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.
- 4-E. Amendment of Policy. This Policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment or revocation of this Policy in the Official Public Records of Williamson County, Texas and published on the Association's website.

The foregoing Policy was approved by majority vote of the members of the Board of the Association at a duly-called meeting of the Board conducted on JANUARY 18th 2024, as certified by the signature of the ^{President}~~Secretary~~ of the Association below.

Executed this 19th day of JANUARY, 2024.

PROPERTY OWNERS OF UNIVERSITY PARK
(GEORGETOWN) HOMEOWNER ASSOCIATION

By: Brenda Smith
BRENDA SMITH ~~his Secretary~~ President

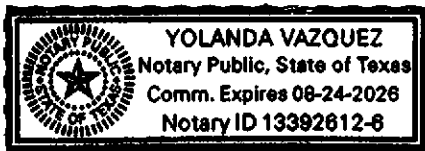
STATE OF TEXAS §
COUNTY OF WILLIAMSON §

Before me, the undersigned notary public, on this day personally appeared Brenda Ruth Smith ~~Secretary~~ President of Property Owners of University Park (Georgetown) Homeowners Association, known to me or proved to me by presentation to me of a governmentally-issued identification card to be who one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 19 day of January, 2024.

[Notary Stamp]

Yolanda Vazquez
Notary Public, State of Texas



**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2024005904

Pages: 8 Fee: \$49.00

01/25/2024 09:36 AM

MBARRICK



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

STATE OF TEXAS COUNTY OF WILLIAMSON

PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE
for
PROPERTY OWNERS OF UNIVERSITY PARK
(GEORGETOWN) HOMEOWNERS' ASSOCIATION, INC

The undersigned Association gives notice in accordance with Texas Property Code §209.004.

1. Legal name of owners' association: Property Owners of University Park (Georgetown) Homeowners' Association, Inc.
2. Name of project or subdivision: University Park
3. Recording data for subdivision: Cabinet W, Slide 383 et seq., Plat Records of Williamson Unit Two, Section Ones Phasc A: Cabinet W, Slide 383 et seq., Plat Records of Williatnson County, Texas
Unit Two, Section One* Phase B: Cabinet Z, Slides 187-189, Piat Records of Williamson County, Texas
Unit Two, Section One, Phase C: Cabinet BB. Slides 381-383, Plat Records of Williamson County, Texas
Unit Two, Section One, Phase D: Cabinet EE, Slides 149-15 t, Plat Records of Williamson County, Texas
4. Recording data for declaration and any/all amendments:

Declaration: Document No. 2003035632, Official Public Records of Williamson County. Texas

Supplements to Declaration: Document Nos. 2004097270, 2006074437% and 20080321 13, all in the Official Public Records of Williamson County, Texas

Amendments to Declaration: Document Nos. 2010087564 and 2020075180, both in the Official Public Records of Williamson County, Texas

5. Contact information for association's managing agent:

LandMark Community Management
5900 Balcones Dr Ste. 100
Austin, TX 78731
info@landmarkcm.com
512-569-5527

6. The website at which the Association's dedicatory instruments are available in accordance with Section 207.006 of the Texas Property Code is: www.landmarkcm.com
7. Amount and description of all fees or charges by the association relating to a property transfer:
\$375 Resale certificate
\$75 Update to resale certificate
\$170 New account setup fee
Community Enhancement Fee: The greater of \$100.00 or 0.15% of the sales price of the lot, payable from both the buyer and the seller.
\$150 Rush Fee

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 publicly 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 to a home in the subdivision.

This certificate is filed of record in the county where the above-described project is located. It will be valid until a management certificate is filed of record or until termination of this management certificate is filed of record, whichever is sooner.

University Park (Georgetown) Homeowners' Association, Inc.

By: *Heidi Horton*

Printed Name: Heidi Horton

Title (circle one): Officer OR Managing Agent

Date: 7/8/2024

THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was signed before me on July 8th 2024, and it was acknowledged that this instrument was signed for the purpose and intent herein expressed.

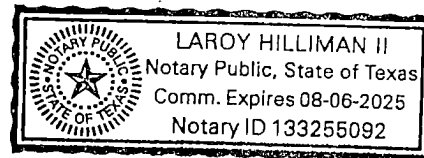
LaRoy Hilliman II

Notary Signature

Notary Public for the State of Texas

Notary Printed Name: LaRoy Hilliman II

My Commission expires on: 08-06-2025



① AFTER RECORDING, RETURN TO:
LandMark Community Management
801 S Hwy 183 # 2147
Leander, TX 78641-2147

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2024053857

PMC Fee: \$29.00
07/08/2024 09:05 AM CFIRESTONE

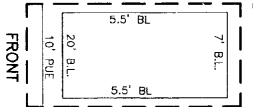


Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas

MANAGEMENT CERTIFICATE
UNIVERSITY PARK (GEORGETOWN) HOMEOWNERS' ASSOCIATION

LANDMARK COMMUNITY MANAGEMENT

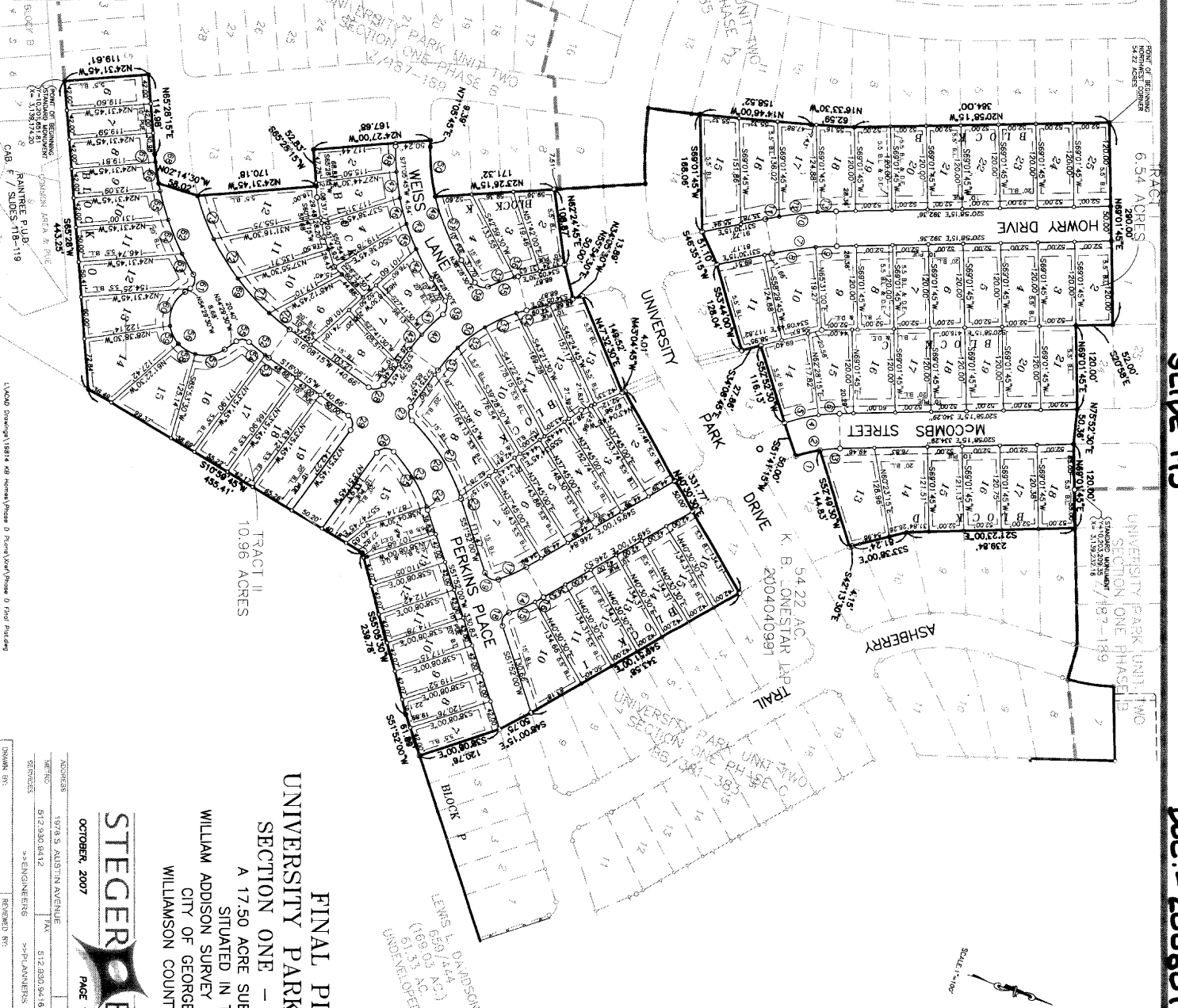
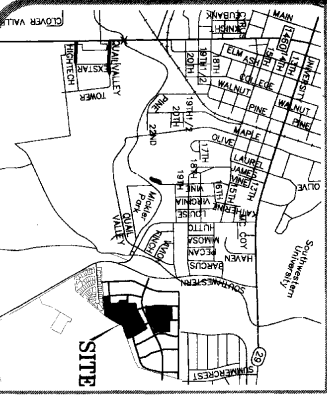
TYPICAL B.L. & P.U.E.



LEGEND

- - IRON PIN FOUND
- - IRON PIN SET
- P.U.E. - PUBLIC UTILITY EASEMENT
- B.L. - BUILDING LINE

LOCATION MAP - NOT TO SCALE



FINAL PLAT

UNIVERSITY PARK-UNIT TWO

SECTION ONE - PHASE D

A 17.50 ACRE SUBDIVISION
SITUATED IN THE
WILLIAM ADDISON SURVEY ABSTRACT No. 21
CITY OF GEORGETOWN
WILLIAMSON COUNTY, TEXAS

STEGER BIZZELL

OCTOBER, 2007

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ADDRESS	1709 S. AUSTIN AVENUE	GEORGETOWN, TX 77626
SECTION	017.000.0412	FAK 017.000.0416
ENGINEERS	>>>ENGINEERS	
PLANNERS	>>>PLANNERS	
SURVEYORS	>>>SURVEYORS	
INVEST. CO.	APPROVED BY	

[illegible]

WILLIAM ADDISON SURVEY ABSTRACT No.21
CITY OF GEORGETOWN
WILLIAMSON COUNTY, TEXAS

19814--D KB HOMES

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