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**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
OF  
GEORGETOWN COMMONS ADDITION  
TARRANT COUNTY, TEXAS**

Unofficial Copy

FILED  
TARRANT COUNTY TEXAS  
AUG 14 2001  
BY \_\_\_\_\_

**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
GEORGETOWN COMMONS ADDITION**

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

THIS AMENDED AND RESTATED DECLARATION (herein so called), is made by the Association and Owners (as hereinafter defined) pursuant the provisions of Article 9.3 of the original Declaration of Covenants, Conditions and Restrictions of Georgetown Commons Addition filed of record in Volume 12019, Page 1603 Condominium Records, Tarrant County, Texas (the "Original Declaration").

**WITNESSETH:**

WHEREAS, GEORGETOWN COMMONS JOINT VENTURE (hereinafter referred to as "Declarant") and VISTA HOMES JOINT VENTURE d/b/a VISTA HOMES (hereinafter referred to as "Vista Homes") were the owner of certain property (the "Property") in the City of Arlington, County of Tarrant, State of Texas, known as GEORGETOWN COMMONS ADDITION, SECTION ONE, and which is more particularly described by lots and blocks on the attached Exhibit "A" incorporated herein for all purposes, as Section One (existing developed lots and Common Area); and

WHEREAS, Declarant reserved to itself and its successors and assigns the right to add future sections hereto; and

WHEREAS, Declarant did add additional property by way of the SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS filed January 8, 1998 in the Tarrant County Real Property Records as Instrument No. D198005271, such additional property being included in the definition of "Property" herein; and

WHEREAS, such Declarant and Vista Homes desired to restrict said property, as hereinafter defined, for the common good; and

WHEREAS, notwithstanding anything to the contrary contained herein, **Lot A was excluded from all provisions of the Original Declaration;** and

WHEREAS, the, Declarant and Vista Homes declared in the Original Declaration that the Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions included in the Original Declaration, all of which were for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and that said easements, covenants, restrictions and conditions shall run with the Property and be binding on all parties having or acquiring any right, title or interest therein or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner there; and

WHEREAS, Declarant and Vista Homes declared that any prior recorded documents pertaining to the matters contained in the Original Declaration shall be replaced in their entirety and superseded by the terms of the Original Declaration; and

WHEREAS, the Original Declaration contained provisions for amending the Original Declaration, said provisions being contained in Article 9.3 thereof; and

WHEREAS, the Board of Directors of the Georgetown Commons Homeowners Association called a meeting of the Owners of the Georgetown Condominiums pursuant to the notice attached hereto as Exhibit 'B' (hereinafter referred to as the "Notice") containing the amendments to be considered at the meeting by the Owners; and

WHEREAS, the Notice was hand delivered to each Lot (as hereinafter defined) on or about May 11, 2006 and was published in the Association newsletter on May 6, 2006; and

WHEREAS, attending the meeting of the Owners, in person or by proxy, were the owners of 50 lots contained within the condominium regime which constituted a quorum for purposes of considering amendments to the Original Declarations; and

WHEREAS, motion was made, duly seconded and adopted by more than sixty seven percent (67%) of those present, eligible to vote and voting, either in person or by proxy, the Original Declarations were amended as proposed by the Board of Directors in the Notice; and

WHEREAS, attached hereto as Exhibit "C" is a true and correct copy of the tally of the votes taken at the meeting of the Owners reflecting the votes cast for, against or abstaining from voting as to the proposed amendments.

NOW, THEREFORE, the Association, on behalf of the Owners, who, pursuant to the provisions of Article 9.3 of the Original Declaration have adopted the proposed amendments, hereby have compiled and hereby adopt and file this AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS effective May 31, 2006.

## **ARTICLE I** **DEFINITIONS**

1.1 "Articles" means the Articles of Incorporation of GEORGETOWN COMMONS HOMEOWNERS ASSOCIATION, INC.

1.2 "Association" means GEORGETOWN COMMONS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

1.3 "Board" or "Board of Directors" means the Board of Directors of GEORGETOWN COMMONS HOMEOWNERS ASSOCIATION, INC.

1.4 "Bylaws" means the Bylaws of GEORGETOWN COMMONS HOMEOWNERS ASSOCIATION, INC.

1.5 "Common Area" means that portion of the Property owned or to be owned by the Association for the common use and enjoyment of the Members of the Association, including, but not limited to, all recreational facilities, swimming pools, clubhouse, streets, fencing, entrance gate, street lights, and green areas. The Common Area is more specifically shown on the plat recorded in Cabinet A, Slide 1799, Plat Records, Tarrant County, Texas, incorporated herein, as Lots 1 and 55, Block 1.

(a) Planting and Maintenance of City Right-Of-Way - The Association shall also be responsible for maintaining that portion of City property between the curb and private ownership on both sides of Southpoint Drive, which is a City of Arlington public street, from the most southerly edge of the private streets described as Shelton Home Court, and extending southward to the intersection of Southpoint Drive and Potomac Parkway. The Association shall also be responsible for the planting and maintenance of the twenty-four foot (24') private access and service easement for Lot A that extends from Shelton Home Court westward to Lot A, being that portion of Lots 8 and 9, Block 1, as shown on the plat of Georgetown Commons, Section One, an Addition to the City of Arlington, Tarrant County, Texas.

1.6 "Common Expenses" means and includes:

(a) all sums lawfully assessed against the Common Area by the Managing Agent (hereinafter defined) or Board;

(b) expenses of administration and management;

(c) expenses agreed upon as Common Expenses by the Association;

and

(d) expenses declared to be Common Expenses by this Declaration or by the Bylaws.

1.7 "Construction and Sale Period" means that period of time during which Declarant, its successors or assigns, is developing the premises and selling the Lots and Dwelling Units, which time period shall extend from the date hereof until such time as the Declarant transfers title to all of the Lots and Dwelling Units, including all Lots annexed pursuant to the provisions of Paragraph 9.7.

1.8 "Declaration" means this Declaration of Covenants, Conditions and Restrictions.

1.9 "Declarant" means GEORGETOWN COMMONS JOINT VENTURE, its successors and assigns, including any person or entity who or which acquires all or substantially all of the Lots for the purpose of selling them to the general public, by conveyance from the Declarant, its successors or assigns, or by foreclosure or deed in lieu thereof.

1.10 "Dwelling Unit" means a residential property intended for the housing of one family which shall be owned in fee simple.

1.11 "Effective Date" shall have the meaning set forth in Paragraph 2.3 below.

1.12 "Lienholder" or "First Mortgagee" means the holder of a first mortgage lien ("First Mortgage") on any Lot in the development.

1.13 "Lot" means a tract of land shown upon any recorded plat of the Property, excluding the Common Area, upon which a Dwelling Unit may be constructed or is presently existing, and any tract of parcel of land within any additions to the existing property as may hereafter be made pursuant to Paragraph 9.7.

1.14 "Member" means every person or entity who holds membership in the Association.

1.15 "Owner" means the recorded Owner, including Declarant, its successors and assigns, whether one (1) or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any Lienholder who acquires fee simple title to any Lot which is a part of the property, through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure.

1.16 "Property" means that certain real property described as Section One in Exhibit "A", consisting only of the tracts identified as Section One until such time, if any, additional sections are added thereto and brought within the jurisdiction of the Association pursuant to the terms of Paragraph 9.7 of this Declaration.

## **ARTICLE II** **PROPERTY RIGHTS**

2.1 OWNER'S EASEMENTS OF ENJOYMENT. Every Owner has a right and easement of enjoyment in and to the Common Area including an unrestricted right of ingress and egress to the Owner's Dwelling Unit, which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights reserved to the Association:

(a.) the right of the Association to suspend a Member's voting rights and right to the use of recreational or other facilities owned or operated by the Association for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of the Association's published rules and regulations;

(b.) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency of authority subject to such conditions as may be agreed to by the Members. No such dedication or transfer is effective unless (i) an instrument of agreement to such dedication or transfer, signed by Owners entitled to cast not less than sixty-seven percent (67%) of the outstanding votes in the Association is properly recorded, in the Office of the County clerk of Tarrant County, Texas, and (ii) written notice of proposed action under this provision is sent to every Owner not less than 30 days, nor more than 60 days in advance of that action;

(c.) the right of the Association to limit the number of guests of Members;

(d.) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving and/or replacing the Common Area and facilities and, subject to the consent of all Lienholders, to mortgage that property; however, the rights under an improvement and/or replacement mortgage are subordinate and inferior to the rights of the Owners hereunder; and

(e.) the right of the Association to make rules and regulations relating to traffic flow and other uses of private drives on the property and to make rules regarding the use of the pool, clubhouse and all other facilities within the Common Area.

2.2 DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property. The Owners hereby covenant that any lease executed on a Lot shall comply with the terms of Paragraph 9.4.

2.3 TITLE TO THE COMMON AREA. The Declarant hereby covenants for itself, its successors and assigns that it will convey and the Owners agree that the Association shall accept a conveyance of fee simple title to the Common Area to the

Association, free and clear of all encumbrances and liens, except easements of record and easements shown upon the final revised plat of the Addition upon easements shown upon the final revised plat of the Addition upon the filing of said plat or this document, whichever is later to occur ("Effective Date"). The Common Area shall remain undivided and shall at all times be owned by the Association or its successors, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Area.

2.4 REPLATTING. The Declarant, its successors or assigns, reserves the right to replat any of the platted property described in the platting of Georgetown Commons, Section One, an Addition to the City of Arlington, Tarrant County, Texas, so long as the replatting does not increase the number of platted lots within that section of the Addition.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

3.1 VOTING RIGHTS. The Association shall have two (2) classes of voting membership:

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

(b.) Class B. The Class B Member is the Declarant, under Section One and any future sections added hereto, and shall be entitled to three (3) votes for each Lot owned, provided that the Class B membership shall cease and be converted to Class A Membership on the happening of the earlier to occur of the following events:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(2) five (5) years from the filing dated hereof in the Deed Records of Tarrant County, Texas, or

(3) when the Declarant files in the Deed Records of Tarrant County, Texas, its Affidavit that the Association is viable and reasonably self-supporting financially and Declarant thereby elects in its discretion to convert all Class B Membership to Class A Membership.

3.2 NO CUMULATIVE VOTING. There shall be no cumulative voting at any meeting of the Association.

3.3 NONVOTING MEMBERSHIP. The Association may create a nonvoting membership class for individuals who do not own a Lot located in the development. The rights for this class of membership would be limited to the use of the Common Area. The Association shall charge an appropriate membership fee which shall be used to offset the Common Expenses. The fee may include an initial membership charge as well as monthly dues.

#### **ARTICLE IV** **COVENANT FOR MAINTENANCE ASSESSMENTS**

4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each lot owned within the Property and each present Owner by the execution hereof, hereby covenants, and each future Owner of any Lot by acceptance of a deed therefore, whether or not it is expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges as provided in Paragraphs 4.2 and 4.3, and (2) special assessments for capital improvements; these assessments shall be fixed, established and collected as hereinafter provided and, together with interest thereon and costs of collection therefor, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing lien on the property against which each assessment is made. Each assessment, plus interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

4.2 PURPOSE OF ANNUAL ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents in the Property and in particular of the improvement, replacement and maintenance of the Property. There shall be an annual assessment levied by the Association, as hereinafter defined:

a. "Base Assessments" which include, but are not limited to, funds to cover actual Common Expenses to insure the repair, replacement and maintenance of the improvements as provided in Paragraph 6.3 and the Reserve Fund as defined and provided in Paragraph 4.7, or as may from time to time be authorized by the Board of Directors and other maintenance activities or charges required by this Declaration or that the Board of Directors determines necessary to meet the primary purpose of the Association.

4.3 BASIS AND PAYMENT OF ANNUAL ASSESSMENTS. All annual assessments set forth in this Article IV are cumulative and shall be due and payable on or before the fifth day of each calendar quarter as follows:

a. Base Assessments. Each lot Owner shall pay Base Assessments (the "Base Assessments") quarterly, initially in the amount of Two Hundred Twenty-Five

Dollars and No/100 Dollars (\$225.00) per quarter, per Lot. The Base Assessments shall be paid by all Owners, regardless of, and in addition, any other assessments. The initial amount of Base Assessments may be increased annually in the manner and amounts provided in Paragraph 4.4, below.

**4.4 MAXIMUM OF ANNUAL ASSESSMENTS.**

a. Until January 1 of the year immediately following the Effective Date, as defined in Section 2.3, the maximum quarterly assessments shall be as set forth in Paragraph 4.4.

b. From and after January 1 of the year immediately following such Next Lot Sale, the maximum annual assessment may be set effective January 1 of each year without a vote of the membership by an amount not to exceed one hundred ten percent (110%) of the assessment rate of the previous year.

c. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the minimum.

d. From and after January 1 of the year immediately following the Effective Date, the maximum annual assessment may be set above one hundred ten percent (110%) only by the written approval of the Owners entitled to cast sixty-seven percent (67%) of the votes of the Members of each class present in person or by proxy at a meeting or pursuant to a canvass as allowed by Paragraph 4.6.

**4.5 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.** In addition to the annual assessment authorized above, the Association may levy, in any assessment year (as defined in Subparagraph d of Paragraph 4.9), a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a described capital improvement upon the "Common Area", including the necessary fixtures and personal property which are the responsibility of the Association; provided that any such assessment shall have the written approval of the Owners entitled to cast sixty-seven percent (67%) of the votes of each class of the Association in person or by proxy at a meeting or pursuant to a canvas as allowed by Paragraph 4.6.

**4.6 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER PARAGRAPHS 4.4 AND 4.5.** Written notice of any meeting called for the purpose of taking any action authorized under paragraphs 4.4 and 4.5 shall be sent to all Members not less than 30 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty-seven percent (67%) of all the votes of each class of the membership 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 and quorum requirements. In

lieu of a second or any successive meeting, a door to door canvass may be used to obtain the written consent of sixty-seven percent (67%) of the Class A Owners and sixty-seven percent (67%) of the Class B Owners. The quorum requirements for stockholders' meetings to consider other matters shall be set forth in the Articles and Bylaws of the Association.

4.7 RESERVE FUNDS. The Association shall establish an adequate reserve fund (the "Reserve Fund") for replacement of all buildings and other items for which the Association has maintenance responsibility. The Association shall fund the Reserve Fund by allocating to it a portion of the Base Assessments collected. The Board of Directors shall determine the portion that will be allocated to the Reserve Fund. The Reserve Fund shall be held in an account segregated from those funds maintained for current operating expenses.

4.8 UNIFORM RATE OF ASSESSMENT. Both quarterly and special assessments shall be fixed at a uniform rate for all Lots to which the assessments apply regardless of location and size, and shall commence and be due in accordance with the provisions of Paragraph 4.9. Notwithstanding anything to the contrary contained herein, during the time period Declarant is under Class A voting, Declarant will pay only \$30.00 per quarter for vacant lots.

4.9 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES.

a. The annual assessments on the Lots shall commence on the first day of the month following the Effective Date as defined above.

b. As long as Declarant holds any Class B voting rights as set out in Paragraph 3.1, Declarant is not liable for any annual assessments described in Paragraph 4.3, notwithstanding anything contained therein to the contrary (including Paragraph 4.3). However, Declarant shall pay any shortfall difference in the cost of maintenance borne by the Association and the assessments received from the Owners holding Class A votes.

c. The annual assessment is due and payable in advance by each Owner to the Association in four (4) equal quarterly installments.

d. The annual assessment for the first partial assessment year (through December) have been fixed by Paragraph 4.3 above. Except for the first assessment year, the Association shall fix the amount of the annual assessment at least 30 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 annual assessment upon 30 days written notice given to each Owner as long as any such adjustment does not exceed the maximum permitted under Paragraph 4.4 (b) above. Written notice of the annual assessment shall be sent as soon as is practicable to every Owner subject thereto. The Association shall, on demand at any time, furnish a certificate in writing signed by an officer 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. The certificates are conclusive evidence of payment of an assessment therein stated to have been paid.

4.10 EFFECT OF NONPAYMENT 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 Tarrant 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 the 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 (other than the Declarant) and a continuing covenant running with the land.

b. An assessment provided for in this Declaration which is not paid when due is delinquent. If an assessment is not paid within 30 days after the date of delinquency, the assessment shall bear interest from the date of delinquency, until paid, at the rate of ten percent (10%) per annum. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same; or, on compliance with the notice provisions set forth in Paragraph 4.10 (d). There shall be added to the amount of the assessment the late charge, the costs of preparing and filing the complaint in the action, and in the event a judgment is obtained, the judgment shall include interest as above provided (to the extent permitted by law), a reasonable attorney's fee and costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law of for lien foreclosure against such Owner or the collection of such delinquent assessments. Under no circumstances, however, shall the Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce any assessments. In addition, to the extent permitted by law, Declarant reserves and assigns to the Association, without recourse, a vendor's lien against each Lot to secure payment of any common assessment and special assessment which is levied pursuant to the terms hereof. Such liens may be enforced by appropriate judicial proceedings and such expenses incurred in connection therewith, including such interest, costs and reasonable attorney's fees shall be chargeable to the Owner in default.

c. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than 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 Tarrant County; said notice of claim must cite 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 rate of

ten percent [10%] per annum, 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 claimant.

d. Any 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, in connection with the assessment lien. The Association, through duly authorized agents, has 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 Twenty-Five and No/100 Dollars (\$25.00), to cover the costs of preparing and filing or recording such release.

f. On the written request of a First Mortgagee, the Association shall provide the First Mortgagee written Notice of any default by the Owner-Mortgagor in the performance of such Owner's obligations hereunder, including payment of assessments, which has not been cured within two days after default; provided that any such requirement of notice shall not impair or affect any rights or remedies of the Association, including exercise of the same, provided for in this Declaration. Any request made under this paragraph will require the prepayment of a \$25.00 fee to the Association.

g. The assessment lien and the right to foreclosure sale hereunder shall be in addition to and not in substitution for all other rights and remedies which the Association, its successor and assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

4.11 SUBORDINATION OF THE LIEN TO MORTGAGE. The lien securing the assessments provided for herein is subordinate to the lien of any duly recorded purchase money or first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer, except for its pro-rata share resulting from a reallocation amount all Lot Owners.. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due, according to the terms herein provided.

4.12 MANAGEMENT AGREEMENTS. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. The individual or firm engaged by any current management agreement shall be referred to herein as the "Managing Agent". A copy of all management

agreements shall be available to each Owner to review. Any and all management agreements entered into by the Association shall provide that such agreement may be canceled with or without cause and without penalty.

4.12 MANAGEMENT AGREEMENTS. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. The individual or firm engaged by any current management agreement shall be referred to herein as the "Managing Agent." A copy of all management agreements shall be available to each Owner to review. Any and all management agreements entered into by the Association shall provide that such agreement may be canceled with or without cause and without penalty by either party with 30 days written notice. Termination must be authorized by a majority vote of Members of the Association. In no event shall such management agreement be canceled prior to execution by the Association or its Board of Directors of a new management agreement unless a new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association through its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be for a term not to exceed three (3) years 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 Members of the Association may terminate the professional management of the property and assume self-management by the Association upon written agreement executed by Members entitled to cast sixty-seven percent (67%) of the votes of the Association.

4.13 INSURANCE REQUIREMENTS.

a. The Association through the Board of Directors, or its duly authorized agent, shall obtain the following types of insurance policies covering the Common Area and covering all damage or injury caused by the negligence of the Association or any of its agents:

(1) property hazard insurance in an amount equal to the full replacement value of the common facilities owned by the Association (including all building service equipment and the like) affording protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage and any such other risks as shall customarily be covered with respect to projects similar in construction, location and use;

(2) a comprehensive general public liability insurance insuring the Association, with such limits as it may consider acceptable (and not less than One Million Dollars [\$1,000,000.00] covering all claims for personal injury and/or property damage arising out of a single occurrence), such coverage to include protection against water damage liability, liability for

non-owned and hired automobiles, liability for property of others and any other coverage the Association deems prudent and which is customarily carried with respect to projects similar in construction, location and use;

(3) a policy of fidelity coverage to protect against dishonest acts on the part of officers, Directors, trustees and employees of the Association and all others who handle or who are responsible for handling funds of the Association. Such fidelity bonds shall be of a kind and in an amount not less than three (3) months assessments plus reserves;

(4) in the discretion of the Board, a policy of Directors and Officers liability insurance in an amount determined by the Board to be sufficient protection for the Board Members; and

(5) all such policies shall be written on such available forms and contain such forms of endorsements (including additional endorsements) as may be requested from time to time by the Federal National Mortgage Association or other appropriate federal mortgage insurance agencies.

b. Premiums for insurance authorized by Subparagraph a. of Paragraph 4.13 shall be a Common Expense payable from Base Assessments. Liability and personal property insurance for Lots, homes and the contents shall be the responsibility of and the expense of each individual Owner.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Property to their former condition. All such insurance proceeds shall be deposited in a bank or other financial institution in which the accounts are insured by a Federal government agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3<sup>rd</sup>) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of any building or other facilities which are part of the Common Area of such destroyed building or buildings. In order to handle small jobs expeditiously and efficiently, the Board may depart from the above procedure in the handling of repairs or restoration where the insurance recoverable on account of any one casualty is estimated to be \$5,000.00 or less.

In the event the insurance proceeds are insufficient to pay all costs of repairing and/or rebuilding any building or other facilities which are part of the Common Area to the condition of formerly existing, the Board of Directors shall

levy a special assessment against all Owners, as herein provided, to make up any deficiency.

c. Any decision not to maintain fire and extended coverage on insurable Common Area on a current replacement cost basis of one hundred percent (100%) of the insurable value shall require the approval of fifty one percent (51%) of the holders of First Mortgages (based upon one vote per Lot).

## ARTICLE V ARCHITECTURAL CONTROL

5.1 PHYSICAL RESTRICTIONS. No Dwelling Unit or other building (including outbuildings for storage or other residential uses), fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and footage, materials and location of the same are submitted to and approved in writing as to harmony of external design, location in relation to surrounding structures and topography and compliance with this Declaration and its stated objectives by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required; and this Article will be deemed to have been fully satisfied. Approval, once given, shall be irrevocable.

## ARTICLE VI MAINTENANCE

6.1 OWNER RESPONSIBILITY. Each Owner is responsible for maintenance of his Lot and Dwelling Unit except those maintenance responsibilities of the Association enumerated in Paragraph 6.3. Each Dwelling Unit shall have an adequate yard sprinkler system and each Owner is responsible for installation and operation of such sprinkler system (including automatic operating controls) for his yard and for maintenance of any part of such sprinkler system within any enclosed portions of his yard. If the need for maintenance or repair of a Dwelling Unit or Lot is caused through the willful or negligent acts of its Owner or through the willful or negligent acts of the family, guests or invitees of the Owner, the costs of the exterior maintenance performed by the Association in accordance with Paragraph 6.3 shall be added to and become part of the assessment to which such Lot is subject. Notwithstanding anything contained herein, Owner's liability for maintenance and repair is limited to that liability Owner would have under Texas law.

- a. without affecting the interpretation of any other provision of these Declarations, for purposes of Article 6.1, the terms "Lot" and "Dwelling Unit" shall include but not be limited to all grass, bushes, trees, flowers and other landscaping not in the exterior, unenclosed yard; fences and

gates (both perimeter fences as well as interior fences); and outbuildings. The term "Outbuilding" shall include any and all structures whether used for occupancy or storage which are not a part of the dwelling unit structure.

- b. without affecting the interpretation of any other provision of these Declarations, for purposes of Article 6.1, the term "Maintenance" shall include but not be limited to mowing yards to eliminate excess growth, trimming bushes to presume a good appearance and avoid overgrowth, replacement of any dead trees, bushes, grass or other landscaping, planting of new trees a distance from the curb which is consistent with existing trees or with other new trees to be planted, planting trees of a type which are consistent with the other trees in the neighborhood, replacement of broken fence boards or gates, exterior painting or staining of the dwelling unit, and, if previously painted or stained, the fencing, removal of any business signs excluding reasonable size real estate for sale signs posted for purposes of selling the Lot and Dwelling Unit where the signs are erected and, after elections, any political signage.

6.2 AUTHORITY OF ASSOCIATION. If any Owner fails to maintain the premises and improvements in a manner satisfactory to the Board of Directors, the Association, after approval by majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon the Lot and to repair, maintain and restore the Lot improvements. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

6.3 RESPONSIBILITY OF ASSOCIATION. The Association is responsible for the following:

- a. repair, replacement and maintenance of the improvements located on the Common Area, including designated private streets, landscaping, mowing and ground maintenance of the median strips on all private and public streets within the Property, swimming pool, clubhouse, equipment, walls, security gates, city owned property along Southpoint Drive, and the twenty-four foot (24') lane leading to Lot a;
- b. payment of all fees arising from legal, accounting or management services rendered on behalf of the Association;
- c. maintenance of the exterior unenclosed yard, including grass mowing, shrub and tree trimming and maintenance of unenclosed sprinkler systems, but excluding watering the yards and plantings and excluding repairs to sprinkler system controls located inside any Dwelling Unit. Each Lot Owner shall provide his initial approved sprinkler system for the Common Area. Lots need not be sodded, landscaped or sprinklered until Dwelling Units are built thereon.

**ARTICLE VII**  
**USE RESTRICTIONS**

7.1 **RESIDENTIAL USES AND LIMITATIONS.** Except for the Common Area, the Property is hereby restricted to residential dwellings for residential use only and, after the Effective Date, outbuildings for storage or other residential use only when approved by the Board of Architectural Committee. The Common Area shall not be used for any commercial purposes; however, this provision shall not preclude the Association from charging reasonable fees for the use of the recreational or storage facilities which are part of the Common Area. All buildings or structures erected upon said Property shall be of new construction. No buildings or structures shall be moved from other locations onto said Property, and no subsequent buildings or structures other than Dwelling Units, and auxiliary buildings thereto as above stipulated, shall be construction. No structures of a temporary character, including trailers, motor vehicles, tents, shacks, garages, barns or other outbuildings, shall be used to any portion of said Property at any time as a residence, either temporarily or permanently.

- a. with respect to outbuildings for storage or other residential use, such outbuildings shall be of a location and size such that they cannot be seen by an individual driving on any street abutting the Lot. Outbuildings shall be covered with a roofing material which is the same as the roofing material on the Dwelling Unit and shall be painted the same color as the Dwelling Unit trim is painted. The exterior covering of an outbuilding shall be of a material which does not rapidly deteriorate such as HardiBoard or equal. Outbuildings shall not be located so that rain dripping off of the roof of the outbuilding falls on adjacent property owned by others and shall further be located a reasonable distance from any perimeter fencing so as to allow room for landscape maintenance on all sides of the outbuilding.

7.2 **FREEHOLD ESTATE.** Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

7.3 **DECLARANT EXCEPTION.** Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant and/or its appointee, to maintain, during the Construction and Sale Period, upon such portion of the premises as Declarant and/or its appointee deem necessary, such facilities as in the sole opinion of the Declarant and/or its appointee, may be reasonably required, convenient or incidental to the construction and sale of the Lots and Dwelling Units. This shall include,

but shall not be limited to, a business office, storage area, construction yards, model Dwelling Units and a sales office.

7.4 DOMESTIC ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots except that a reasonable number, consistent with a residence, of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Owners shall abide by the leash laws of the City of Arlington.

7.5 SIGNS. No Advertising signs, billboards, political signs of any size, unsightly objects or nuisances shall be erected, placed or permitted to remain on said Property except as approved by the Board, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Dwelling Unit or any resident thereof. Declarant, however, shall have the sole right to erect identifying signs of reasonable size at each entrance to the Property. The Board of Directors reserves the right to approve the design and wording of all signs, and reserves the right to enter in and upon any Lot for the purpose of removing any sign being maintained thereon which has not been approved. No business activities of any kind whatever shall be conducted in any building or in any portion of said Property. However, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns during the Construction and Sale Period, or of the Association as incorporated or to be incorporated under the laws of the State of Texas, its successors and assigns, in furtherance of its powers and purposes as herein set forth. Nor shall the foregoing covenants apply to "For Sale" signs of reasonable size erected by the Owner of a Dwelling Unit.

7.6 VISUAL CONTROLS. All clotheslines, equipment, service yards or storage piles shall be kept within the patio areas or other screened areas so as to conceal them from view of neighboring Dwelling Units and streets. **Garage doors shall be closed when not in use.**

7.7 FENCES, HEDGES OR WALLS; USE OF PROPERTY OUTSIDE BUILDING LINES. No fences, hedges or walls shall be erected or maintained upon said Property, except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representative. Except for the right of ingress and egress, the Owners of the Lots are hereby prohibited and restricted from using any of said Property outside the exterior building lines, and patio area, except as therein provided or as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this Paragraph is for the mutual benefit and protection of all Owners of Lots in the GEORGETOWN COMMONS ADDITION.

7.8 ANTENNAS. Without prior written approval of the Board of Directors, no exterior television or radio antennas, or satellite dishes of any sort shall be placed,

allowed or maintained upon any portion of the improvements upon the Property, nor upon any structure situated upon the Property.

**7.9 PARKING AND STORAGE AREA RESTRICTIONS.** No parking space on the Property shall, without express permission of the Association, be used for storage of boats, trailers, campers, unused or inoperable automobiles or any other items which the Association deems unsightly or inappropriate. Additional parking regulations are as follows:

- a. No overnight parking on any street or court in the Common Area. "Overnight Parking" shall mean continuous, undisturbed parking from Midnight to 6:00 a.m. the next morning.
- b. No storage of motor homes, campers, travel trailers, or other recreational vehicles, storage trailers, utility trailers, boats, other watercraft, vehicles which are inoperable or trailers used to transport personal property shall be allowed to be stored or parked other than temporarily at any time within Georgetown Commons. "Temporarily" shall mean less than "Overnight".
- c. The Georgetown Commons poolside parking area is restricted to those residents using the cabana/pool facilities. Parking in this area by those not using the cabana/pool facilities is not permitted. Visitor Overnight parking in this area must be approved by the President of GTC HOA or another board member if the President is not available.
- d. Those who, in the sole discretion of the Board of Directors, continually violate the parking or storage restrictions may have their vehicles, including but not limited to the property described in subparagraph 7.9b towed at the owner's expense or may be fined, or both.

**7.10 ANNOYANCE.** No activity may be carried on upon any Lot that might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the Property as a residential neighborhood, even though such activity is in the nature of a hobby and not carried on for profit. The Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes an annoyance.

## **ARTICLE VIII** **EASEMENTS**

**8.1 ENCROACHMENTS.** Each Lot and the Property included within the Common Area is subject to an easement for minor encroachments created by construction, setting, overhangs, brick ledges, balconies, fences or other protrusions designed or constructed by Declarant and for the maintenance (if any) of same, so long as it exists.

**8.2 ADDITIONAL EASEMENTS.** There is hereby created a blanket easement upon, across, over and under said Property for ingress and egress across the private streets for all Owners and for all utility or service companies and/or governmental

agencies for installing, but not limited to, water, sewers, gas, telephones, electricity, cable television and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the electric and/or telephone company and cable company to erect and maintain the necessary poles and other necessary equipment on said Property and to affix and maintain electric and/or telephone wires, circuits and conduits and cable on, above, across and under the roofs and exterior walls of said Dwelling Units. An easement is, in addition, specifically granted to the United States Post Office, its agents and employee, to enter upon the streets and Lots in the performance of mail delivery or any other United States Post Office services. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Lots in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees or any management company duly selected by the Association, to enter into or cross over the Common Area and or any Lot to perform the duties of maintenance and repair provided herein. Notwithstanding anything to the contrary contained in this Paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on said Property, except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. If a utility furnishing a service covered by the general easement herein provided requests a specific easement by separate recordable document, Declarant shall have the right during the Construction and Sales Period to grant such easement without conflicting with the terms hereof. The easements provided of or in this Article VIII shall in no way affect any other recorded easement on said Premises.

8.3 UNDERGROUND ELECTRIC SERVICE. Underground single phase electric service may be available to all Dwelling Units on the aforesaid Lots and to the facilities to be constructed on the Common Area, and the metering equipment shall be located on the exterior surfaces of walls at points to be designated by the utility company. For so long as such underground service is maintained the electric service to each Dwelling Unit and Common Area facility shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, alternating current. Easements for the underground service may be crossed by driveways, walkways and patio areas, provided the Declarant makes prior arrangements with the utility company furnishing such service. Such easements for the underground service shall be kept clear of all buildings and neither the Declarant nor the utility company using the easement shall be liable for any damage done by either of them or their assigns, their agents or employees to shrubbery, trees, flowers or other improvements of the Owner located on the land covered by said easements.

## ARTICLE IX GENERAL PROVISIONS

9.1 ENFORCEMENT. The Association, or any Owner, may 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 Bylaws 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.

9.2 SEVERABILITY. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

9.3 AMENDMENT.

a. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant, its successors or assigns, so long as it owns a Lot, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 30 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by Owners entitled to cast not less than sixty-seven percent (67%) of the votes outstanding in the Association. Any amendment must be properly recorded in the Deed Records of Tarrant County, Texas.

b. Neither the Association nor the Owners may, by act or omission, abandon or terminate the legal status of the rights and obligations set forth in this Declaration (for reasons other than substantial destruction or condemnation of the Property) unless at least sixty-seven percent (67%) of First Mortgagees (based on one vote per Lot) give their prior written approval.

c. The Declarant reserves the right during the Construction and Sale Period, without joinder or consent of any Owner of Mortgagee, to amend this Declaration or the Bylaws by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veteran's Administration, or Federal Housing Administration, provided that no such amendment shall change the vested property rights of any Owner, subject to Paragraph 2.1 (b).

9.4 LEASES. Any lease agreement between an Owner and a lessee shall be in writing and provide that the terms of the lease are subject to the provisions of the Declaration, Bylaws and Articles of Incorporation, and any violation of any provision of said documents will be a default under the terms of the lease. No Dwelling Unit may be leased for an initial term of less than six (6) months.

9.5 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.

9.6 CONDEMNATION. If all or any part of the property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the association shall serve as the exclusive representative of the owners, as their attorney-in-fact hereby appointed, in any proceedings, negotiations, settlements or agreements incident thereto. The Association shall give timely written notice of the existence of such proceedings to all Owners known to the Association to have an interest in any Lot or Dwelling Unit. The expense of participation in such proceedings by the Association shall be borne by the fund for the Common Expenses. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other person as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for such taking shall be allocated as is reasonable and equitable, taking into account all the relevant facts and circumstances. In the event that an action in eminent domain is brought to condemn a portion of the Common Area, the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner, if any, as is reasonable and equitable, taking into account all the relevant facts and circumstances. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners by a majority vote shall decide whether to replace or restore as far as possible, the Common Area should be replaced or restored by obtaining other land or building additional structures, this Declaration and the property description(s) attached hereto shall be duly amended by instrument executed by the Association on behalf of the Owners.

9.7 ANNEXATIONS.

a. Notwithstanding anything contained in any other provision herein, Declarant shall have the right, without the consent of any other Owner or any Lienholder, to bring within the scheme of the Declaration, in one (1) or more future stages or additions of the Development within five years of the date of recording of this instrument or such extended period as may be acceptable to the Federal National Mortgage Association under its guidelines for approval of loans on Dwelling Units in the Georgetown Commons Addition. Nothing in this Declaration shall be construed to represent the Declarant, its successors or assigns, are under any obligation to add or annex additional Property to this residential Development.

b. Voting rights with respect to each annexed Lot are effective on the date of annexation, and will be calculated as provided under Article III hereof.

c. The additions authorized under this Paragraph 9.7 shall be made by filing of record Supplementary Declaration(s) of Covenants, Conditions and Restrictions with respect to the additional Property which shall extend the scheme of the covenants and restrictions of this Declaration to such Property. The Supplementary Declaration(s) shall contain a legal description of the property being annexed in which the boundaries of each Lot and the Common Area are clearly set forth.

d. No property shall be annexed to the Property before all streets, utilities and common area improvements to be constructed thereon are substantially completed.

9.8 EXECUTION BY COUNTERPARTS. This Declaration may be executed by the parties in several counterparts and all such counterparts so executed shall together be deemed to constitute one final agreement when all parties have signed and delivered a counterpart with the same effect as if one counterpart had been signed by all parties, and each such partially signed counterpart shall be deemed to be an original.

An existing First Lienholder at the date of the recording of this Declaration shall not be deemed bound by this Declaration unless and until it has executed and acknowledged a counterpart signature page respecting that particular Lot and the same has been recorded in the Deed Records of Tarrant County, Texas as a part of the recording or is thereafter so recorded.

Multiple copies of this Declaration need not be recorded, and it shall be deemed fully effective when there is recorded a copy with (i) executed and acknowledged signature pages of individual Lot Owners with or without consents of the First Lienholder.

IN WITNESS WHEREOF, the Association, acting through its duly authorized President, signed this instrument this 31 day of August, 2006.

**GEORGETOWN COMMONS  
HOMEOWNERS ASSOCIATION, INC.**

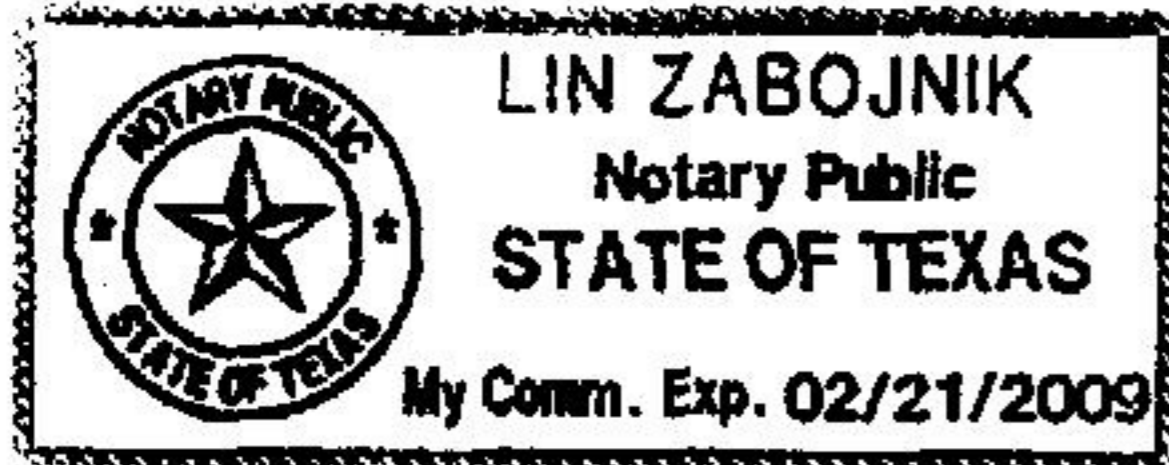
  
Myron Walker, President


**THE STATE OF TEXAS**

§  
§  
§

**COUNTY OF TARRANT**

The foregoing instrument was acknowledged before me on the 31 day of August, 2006 by Myron Walker, President, Georgetown Commons Homeowners Association, Inc.



  
NOTARY PUBLIC STATE OF TEXAS

Unofficial Copy

EXHIBIT "A"

Lots 1 through 30 and Lot 55, Block 1, and Lots 1 and 2, Block 2, GEORGETOWN COMMONS, SECTION ONE, and Addition to the City of Arlington, Tarrant County, Texas, according to the Plat recorded in Cabinet A, Slide 1799, Plat Records, Tarrant County, Texas.

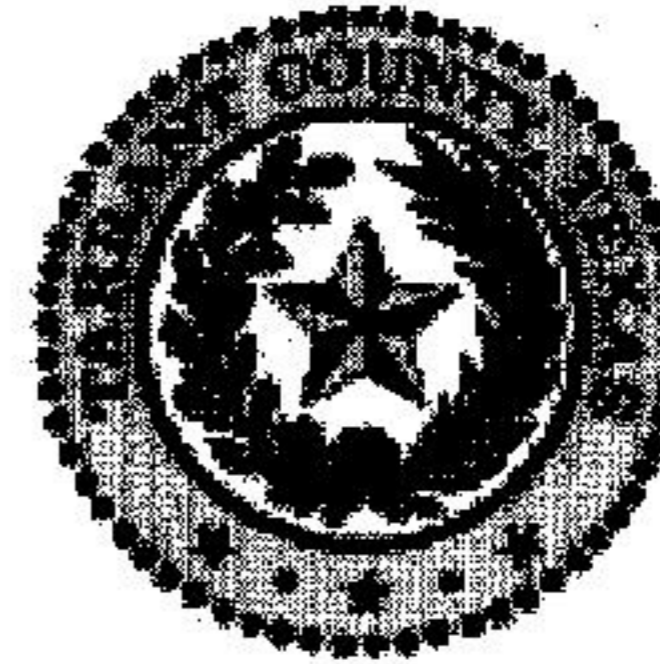
LOT A AS SHOWN ON SAID PLAT IS INTENTIONALLY OMITTED FROM THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

**AFTER RECORDING RETURN TO:**

Newman & Summers, P.C.  
P.O. Box 470772

Fort Worth, TX 76147-0772

Unofficial Copy



GEORGETOWN COMMONS  
6506 SHELTON HOME CT

ARLINGTON TX 76017

Submitter: GEORGETOWN COMMONS

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 09/06/2006 09:55 AM  
Instrument #: D206276861  
OPR 27 PGS \$116.00



D206276861

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