

MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR GEORGETOWN VILLAGE

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

This Master Declaration of Covenants, Conditions and Restrictions for Georgetown Village (the "Declaration") is made by SHELL RANCH DEVELOPMENT, INC., a Texas corporation (the "Declarant") and is as follows:

WHEREAS, Declarant, has an option to purchase or is the present owner of certain real property located in Williamson County, Texas, as more particularly described on Exhibit "A" attached hereto; and

WHEREAS, Declarant desires to develop (or cause to be developed) all or portions of the Property (as defined below) as part of a multi-use development consisting of : (i) development areas that will vary (from area to area) as to the use, size and types of development thereof and improvements constructed thereon; (ii) common areas improved by certain aesthetic and/or recreational amenities; and (iii) other improvements all of which shall exist for the benefit and use of the Owners (as defined below); and

WHEREAS, to accomplish these objectives, Declarant may subject all or portions of the Property (and as provided below, additional properties now or hereafter owned by Declarant) to the covenants, conditions, restrictions, reservations, easements, servitudes, liens, charges and other terms provided herein in accordance with the terms and provisions hereof; and

WHEREAS, portions of the Property shall be made subject to this Declaration upon Declarant's filing of one or more notices of applicability pursuant to Section 9.05 below, and, once such notices of applicability have been filed pursuant to Section 9.05, the Property described therein shall constitute the Development (as defined below) and shall be governed by and fully subject to this Declaration, and the Development in turn shall be comprised of separate Development Areas (as defined below) which shall be governed by and subject to separate Development Area Declarations (as defined below) in addition to this Declaration; and

WHEREAS, by the filing of this Declaration, Declarant serves notice that upon the further filing of one or more notices of applicability pursuant to the requirements of Section 9.05 below, portions of the Property identified in such notice or notices shall be subjected to the terms and provisions of this Declaration.

NOW, THEREFORE, it is hereby declared (i) that those portions of the Property hereafter subjected to this Declaration pursuant to Section 9.05 below shall be held sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of such portions of the Property and which shall run with such portions of the Property and shall be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof; and (ii) that

each contract or deed conveying those portions of the Property subjected to this Declaration pursuant to Section 9.05 below shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

ARTICLE I

DEFINITIONS

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

"Architectural Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction, placement, modification, alteration or remodeling of any Improvements on any Lot.

"Articles" shall mean and refer to the Articles of Incorporation of the Master Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

"Assessment" or "Assessments" shall mean assessments, both regular and special, imposed by the Master Association under this Declaration, if any.

"Assessment Unit" shall have the meaning set forth in Section 5.05(B).

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

"Bylaws" shall mean and refer to the Bylaws of the Master Association as adopted and as amended from time to time.

"Commercial Lot" shall mean a portion of the Development, shown as a subdivided lot on a Plat, other than a Residential Lot or Common Area, that is intended and designated for business or commercial use. Business or commercial use shall include, but not be limited to, all office, retail, wholesale, manufacturing, and service activities, and shall also be deemed to include multi-family, duplex and apartment housing of various densities other than a condominium regime.

"Common Area" shall mean and refer to all real property and any interest therein, including Improvements located thereon, which is designated by Declarant as common area which benefits the Development, and is conveyed to the Association or is otherwise held by Declarant for the benefit of the Owners. The Common Area shall include all areas that shall be or have been dedicated to all public authorities but not yet accepted by such authorities. The Common Area shall be for the common use and enjoyment of the Owners. Common Area may be designated by Declarant from time to time and at any time.

"Condominium Unit" shall mean an individual unit within a condominium regime established within the Development.

"Declarant" shall mean and refer to Shell Ranch Development, Inc., a Texas corporation, its successors or assigns; provided that any assignment(s) of the rights of Shell Ranch Development, Inc. as Declarant, must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

"Development" shall refer to any and all portions of the Property that are hereafter made subject to this Declaration pursuant to Section 9.05 of this Declaration.

"Development Area" shall mean any part of the Development (less than the whole) that is the subject of a Plat, which Development Areas may be subject to Development Area Declarations in addition to being subject to this Declaration.

"Development Area Association" as to each Development Area, shall mean the non-profit corporation organized and established by pursuant to the Development Area Declaration. Declarant shall have no obligation to cause a Development Area Association to be formed nor shall Declarant be obligated to include provisions in a Development Area Declaration which would enable formation of a Development Area Association. Development Area Associations may take the form of a Property Owners Association, Commercial Property Owners Association, or Condominium Owners Association.

"Development Area Board of Directors" shall mean the Board of Directors of a Development Area Association.

"Development Area Declaration" shall mean, with respect to any Development Area, the separate instruments containing covenants, restrictions, conditions, limitations and/or easements, to which the property within such Development Area is subjected.

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

"Lot" shall mean and refer to a portion of the Development shown as a subdivided lot on a Plat other than Common Area, and shall include both Commercial Lots and Residential Lots.

"Manager" shall have the meaning ascribed thereto in Section 3.04(H).

"Master Association" shall mean and refer to the Georgetown Village Master Association, Inc., a Texas non-profit corporation.

"Master Restrictions" shall mean the restrictions, covenants, and conditions contained in this Declaration, as adopted and amended from time to time.

"Members" shall mean and refer to every person or entity who holds membership privileges in the Master Association.

"Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot.

"Mortgagee" or "Mortgagees" shall mean the holder(s) of any Mortgage(s).

"Owner" shall mean the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot or Condominium Unit, but shall not include the Mortgagee under a Mortgage prior to its acquisition of fee simple interest in such Lot or Condominium Unit pursuant to foreclosure of the lien of its Mortgage.

"Plat" shall mean a subdivision plat of any portion of the Development as recorded in the Plat Records of Williamson County, Texas, and any amendments thereto.

"Public Improvement Assessment District" shall mean a special district established pursuant to Chapter 372, Local Government Code, V.A.T.S., said district being empowered to assess and collect assessments on properties within the district to pay for the maintenance, operation, acquisition, and construction of public improvements benefitting the property within the district.

"Property" shall mean all of that certain real property described in Exhibit "A" attached hereto, subject to such additions thereto and deletions therefrom as may be made pursuant to Sections 9.03 and 9.04 of this Declaration.

"Residential Lot" shall mean and refer to a portion of the Development shown as a subdivided lot on a Plat, other than Common Area, that is intended and designated solely for single-family residential use.

"Special Common Area" shall mean and refer to any interest in real property or improvements which is designated by Declarant in a notice of applicability filed pursuant to Section 9.05 or a Development Area Declaration (which designation shall be made in the sole and absolute discretion of the Declarant) as common area which benefits one or more, but less than all of the Lots, Owners or Development Areas, and is or will be conveyed to the Association or otherwise held by Declarant for the benefit of the Owners of property to which such Special Common Area benefits. The notice of applicability or Development Area Declaration shall identify the Lots, Owners or Development Areas benefitted by such Special Common Area.

ARTICLE II

GENERAL RESTRICTIONS

2.01 General. All Lots and Condominium Units within the Development, and added pursuant to Section 9.03 or 9.05 of this Declaration, shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to any applicable conditions, restrictions, reservations and easements contained in the Development Area Declaration covering the Development Area in which such Lot or Condominium Unit is located.

2.02 Incorporation of Development Area Declarations. Upon recordation of a Development Area Declaration in the Williamson County Real Property Records, such Development Area Declaration shall, automatically and without the necessity of further act, be incorporated into and be deemed to constitute a part of this Declaration, to the extent not in conflict with this Declaration, but shall apply only to the Development Area described in and covered by such Development Area Declaration. Regardless of any amendment or modification to a Development Area Declaration so incorporated in this Declaration by the members of the Development Area Association authorized and created by such Development Area Declaration, any such amendment or modification shall be effective only with the written consent of the Declarant. Notwithstanding any provision in this Declaration to the contrary, no portion of the Property shall be subject to the terms and provisions of this Declaration until such Property is added pursuant to Section 9.05.

ARTICLE III

THE MASTER ASSOCIATION

3.01. **OPTIONAL ASSOCIATION.** DECLARANT CONTEMPLATES THAT A PUBLIC IMPROVEMENT ASSESSMENT DISTRICT WILL BE FORMED AND WILL ASSUME THE DUTIES TRADITIONALLY ASSUMED AND PERFORMED BY A HOMEOWNER'S ASSOCIATION. ACCORDINGLY, THE PROVISIONS CONTAINED IN THIS ARTICLE III AND ARTICLE V SHALL ONLY BE OPERATIVE IN THE EVENT DECLARANT DETERMINES, IN ITS SOLE AND ABSOLUTE DISCRETION, TO CREATE A HOMEOWNERS ASSOCIATION TO ASSUME THE DUTIES AND POWERS PRESCRIBED BY LAW AS SET FORTH IN THIS DECLARATION. ON THE EFFECTIVE DATE OF THIS DOCUMENT, DECLARANT DOES NOT CONTEMPLATE CREATING THE ASSOCIATION AND SHALL HAVE NO OBLIGATION TO DO SO. THIS ARTICLE III AND ARTICLE V SHALL HAVE NO LEGAL OR OTHER EFFECT UNLESS AND UNTIL DECLARANT ELECTS TO CREATE THE ASSOCIATION AS EVIDENCED BY DECLARANT'S INCORPORATION OF THE ASSOCIATION AND ISSUANCE OF ARTICLES OF INCORPORATION BY THE SECRETARY OF STATE OF THE STATE OF TEXAS. IN THE EVENT THE DECLARANT NO LONGER OWNS ANY PORTION OF THE PROPERTY ENCUMBERED BY THIS DECLARATION, A MAJORITY OF OWNERS OF LOTS WITHIN THE PROPERTY, EACH LOT BEING ALLOCATED ONE (1) VOTE, MAY ELECT TO CREATE AN ASSOCIATION. DECLARANT SHALL BE UNDER NO OBLIGATION TO CREATE A HOMEOWNERS ASSOCIATION.

3.02. Organization. The Master Association shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law, and set forth in its Articles and Bylaws and in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Notwithstanding any provision in this Declaration to the contrary, Declarant shall be under no obligation to administer, finance, or cause the creation of the Association. Nothing in this Declaration shall prevent the creation, by provision thereof in Development Area Declaration(s) executed and recorded by Declarant or any person or persons authorized by Declarant, of Development Area Associations to own, develop, access, regulate, operate, maintain or manage portions of the Development subject to such Development Area Declarations.

3.03. Membership.

- (a) Any person or entity, upon becoming an Owner, shall automatically become a Member of the Master Association. Membership shall be appurtenant to and shall run with the ownership of the Lot or Condominium Unit that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot or Condominium Unit, or in any way transferred, pledged, mortgaged or alienated, except together with the title to said Lot or Condominium Unit.
- (b) Every member shall have a right and easement of enjoyment in and to all of the Common Area and to the Special Common Area within the Development Area in which such Member's Lot or Condominium Unit is located, and an access easement by and through any Common Area and such Special Common Area, which easements shall be appurtenant to and shall pass with the title to such Member's Lot or Condominium Unit, subject to the following restrictions and reservations:
 - (i) The right of the Board to suspend the Member's voting rights and right to use the Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due and for any period during which such member is in violation of any provision of this Declaration or any Development Area Declaration;
 - (ii) The right of the Board to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;
 - (iii) The right of the Board to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area;
 - (iv) The right of the Board to make reasonable rules and regulations (which may include the right to levy fines for the breach thereof) regarding the use of the Common Area and any Improvements thereon; and
 - (v) The right of the Board to contract for services with third parties on such terms as the Board may determine.

Rules and regulations adopted by the Board pursuant to 3.03(b)(iv) above, may be amended from time to time.

3.04. Voting Rights. The right to cast votes and the number of votes which may be cast on all matters to be voted on by the Members shall be calculated as follows:

- (a) The Owner of each Residential Lot shall have one (1) vote for each Residential Lot so owned. In the event of the resubdivision of any Residential Lot into two or more Residential Lots, the number of votes to which such Residential Lot is entitled shall be increased as necessary to retain the ratio of one (1) vote for each Residential Lot resulting from such resubdivision. In the event of the consolidation of two (2) or more Residential Lots for purposes of construction of a single residence thereon, voting rights and assessments levied against such Residential Lots shall be determined as if such Residential Lots constitute a single Residential Lot. Nothing herein shall be construed as authorization

