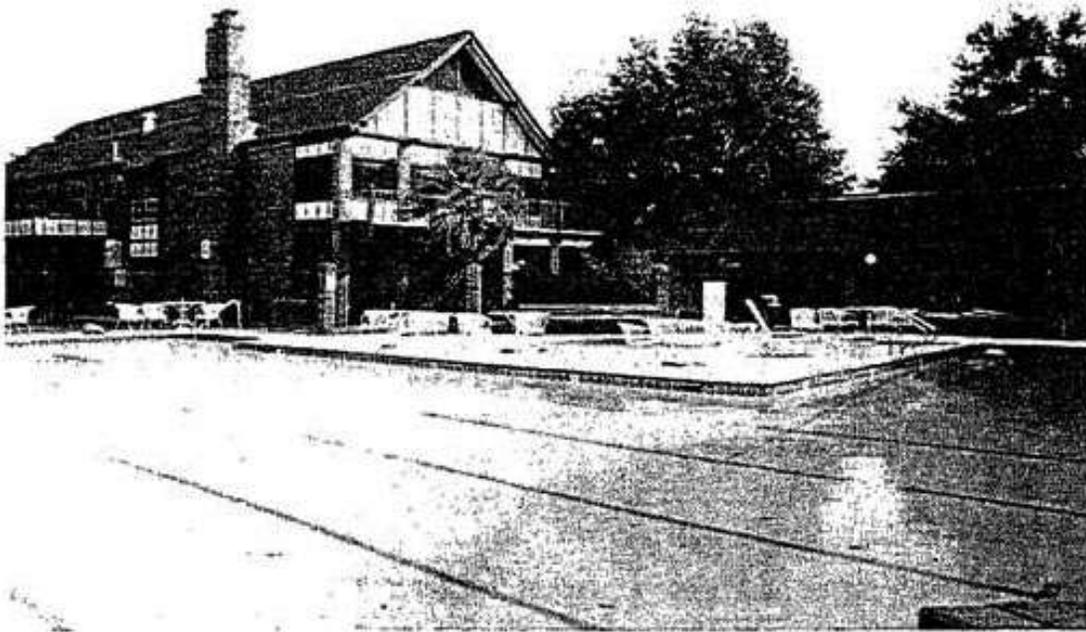


# *Victorian Village*

## TOWNHOUSE CORPORATION



***TAKE PRIDE IN, AND HAVE RESPECT FOR OUR COMMON AREAS***

***THEY ARE A VALUABLE ASSET FOR ALL***

**RULES AND REGULATIONS**

**FOR OWNERS AND RENTERS**

### Editor's notes

This is a "clean" (unofficial) copy of the 1993 Rules and Regulations Guidebook for Victorian Village Townhouse Corporation which was originally compiled by a Committee of the 1993 Board of Directors from previous years accepted Rules and Regulations. It is a duly adopted, binding document registered with the Harris County Clerk's Office.

The "original" official copy is a poorly photocopied, incomplete document that does indicate the filing numbers for most pages. It is featured on the property management web site and the VV1Web.com site as required by law. This "clean" version while "unofficial", is much more readable and indicates Court Clerk reference numbers in key places. Certain legal revisions have been included as noted below. Every effort has been made to keep the integrity of the original documents as well as the few updated that are recorded within. An occasional OCR (optical character recognition) error may be discovered that has not been caught or corrected. All page numbers are intact matching the original document. This clean version represents over 100 hours of work donated by one concerned VV1 Board member and home owner.

The Rules and Regulations Guidebook is given to prospective owners prior to Real Estate closings. It contains the associations founding legal documents including:

- Articles of Incorporation
- Covenants, Conditions and Restrictions (CC&R's)
- Home Owners Association By-Laws
- Rules and Regulations for Homeowners and Residents
- Architectural Control Committee Guidelines and Requirements

In 2017 several members of the HOA board attempted to dismiss this document as "old, antiquated and not really a binding legal document" for the HOA to refer to when resolving conflicts. It has been mistakenly referred to as simply "old Marketing Materials". Some contend that; since portions are no longer relevant, this permits the Board to pick and choose which elements may be discarded and which may be enforced.

On February 9<sup>th</sup>, 2018, a partner of the law firm Sears, Bennett, & Gerdes LLP, who is employed by the current Property Management Company, Genesis Property Management, offered this decision:

"...Recorded rules, resolution and guidelines (including the document you sent) are considered enforceable to the extent that do not conflict with the Bylaws and the Declaration. In addition, if certain provisions have been amended, the amended document is superior. // I can confirm, the recorded Rules remain enforceable unless in conflict with the superior documents of CC&R and By Law's and Texas Property Code." -Sarah B. Gerdes *Board Certified, Residential Real Estate Law Texas Board of Legal Specialization*

Admittedly, some sections are no longer relevant. Bridge Club, exercise room. etc. Some are wrong, yet not officially revised: (Meeting days, times)

Other sections have had revisions legally recorded in the Harris County Court House. Rules revisions pertaining to pets and signs, 2 Parking Revisions etc.

This document is over 25 years old. It pre-dates the current management company, the internet, email and web pages. Communication here only refers to *The Village Voice*, a mailbox at the clubhouse or, for maintenance emergencies "please call Board members until one is found."

Revisions this version, include: the 1996 By-Laws amendments. A 2009 CC&R amendment removing townhouse water & sewer costs from the Association commitment. All other legally binding revisions (2010 forward) are noted (as required by law) on the property management web site as well as on the VV1 web site: <https://vv1web.com/vv1documents> Additionally: A clean, revised (but unregistered) property map is inside after the cover pages. This map includes building numbers. Other notations regarding changes in the source of electricity and notes regarding updated pool and parking policies are included.

Maintaining and revising the legal and binding documents that govern this Board and property; is as much the duty and responsibility of the Home Owners Association Board, as is maintaining and improving the finances and physical property the Corporation has responsibility over. As of this writing it has been 25 years since the last legally recorded revision.

# QUICK REFERENCE GUIDE TO IMPORTANT NUMBERS

POLICE.....	911
FIRE.....	911
AMBULANCE.....	911

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Victorian Village Security.....	932-8894
Victorian Village Maintenance.....	471-9723
Clubhouse Rental (Hospitality).....	468-4382
Clubhouse Telephone.....	468-9731
Bridge Club Information.....	464-6522

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## MEETING INFORMATION

**ANNUAL MEETING:** LAST MONDAY IN APRIL 7:30 P. M. IN THE CLUBHOUSE  
(BOARD MEMBER NOMINATIONS AND "NEW BUSINESS"  
REQUESTS MUST BE SUBMITTED TO THE BOARD IN WRITING  
FOUR WEEKS PRIOR TO THE SCHEDULED MEETING DATE.)

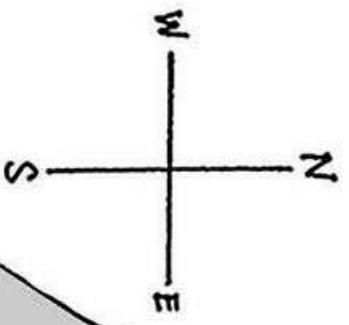
**MONTHLY BOARD MEETING:** SECOND TUESDAY OF EACH MONTH AT 7:30  
P. M. IN THE CLUBHOUSE. (RESIDENT/OWNER BUSINESS  
REQUESTS MUST BE SUBMITTED TO ANY BOARD MEMBER, IN  
WRITING, FIVE DAYS PRIOR TO THE MEETING DATE.)

# Victorian Village Townhouse Corporation

1

Updated 2018 J. Garcia

Additional Back Fence Parking



- 1 Utility Area
- 2 Swimming Pool
- 3 Basketball Court
- 4 Clubhouse
- 5 Playground

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# THE CONCEPT OF TOWNHOUSE LIVING IN VICTORIAN VILLAGE



# THE CONCEPT OF TOWNHOUSE LIVING IN VICTORIAN VILLAGE

This *Guidebook* is to help owners understand their rights and responsibilities as members of Victorian Village Townhouse Corporation, hereafter VVI. These rights and responsibilities come from the following four sources:

1. Covenants, Conditions and Restrictions (CC&R's).
2. Articles of Incorporation and By-Laws.
3. Rules and Resolutions by Members (at annual meetings).
4. Rules and Resolutions by the Board of Directors.

If a conflict occurs between the sources, the above is the order of priority.

## METHOD OF MANAGEMENT

The affairs of VVI are managed by an elected nine-member Board of Directors who meet monthly. The Board of Directors hires, contracts or secures volunteers to perform the required services. See the monthly Village Voice newsletter (hereafter Voice) for a list of names and telephone numbers.

The routine management of VVI is by means of a part-time project manager. Also, several employees provide support in the maintenance of the project.

This management concept further utilizes an abundance of "free" labor. Many of our members serve on committees and many have special talents or technical skills and are willing to donate some of their spare time in the spirit of civic contribution.

## WHO IS RESPONSIBLE?

VVI is responsible for the exterior (excluding additions) of all townhomes.

Homeowners are responsible for the interior of their townhome.

**Following are some of the areas of responsibility of homeowners and VVI.**

**ELECTRICAL.** ~~The Houston Lighting and Power Company~~ *Centerpoint Energy* brings power to your meter. From this point, the homeowner is responsible for resolution of electrical problems, except for carport and porch light fixtures.

VVI does not furnish light bulbs for porch and carport lights. If the maintenance to the carport or porch fixture is due to homeowner neglect, the homeowner will be billed. An example of this is the dismantling of a porch light fixture to gain service for decorative lighting at Christmas. Loss or failure

to properly reassemble the fixture will be considered homeowner neglect. If the glass of a fixture is broken by the homeowner, the responsibility for replacement is the homeowner's.

**PLUMBING.** Any plumbing stoppage or malfunction in the sewer lines outside the home (on the common grounds) is the responsibility of VVI. Any problems with faucets, leaks, stoppage, etc., within the house is the homeowner's responsibility and he should contact his own personal plumber for service. Grease, egg shells, coffee grounds, bones and celery are items that contribute to congealed mass that Causes sewer stoppage. This generally will occur in the line within your house and plumbing charges to unstop the line will be yours. It is suggested that these items be placed with your trash instead of in the sink disposal!

The fiber in certain feminine hygiene devices swells to unbelievable proportions when saturated with water. They are the prime contributor to sewer stoppage. Prudent disposal of these items through the trash route will also decrease cost in plumbing repair.

**WATER SERVICE.** A portion of your monthly maintenance fee is used to pay for the water used in VVI. There is only one meter for the 197 homes, Clubhouse, swimming pool and lawn sprinkler system.

*Residents are requested to limit their use of water in washing cars in driveways and by not allowing children to use water in games.*

Occasionally it gets cold enough in Houston to burst pipes, and if this happens within your house, the responsibility is yours! There is a water cut-off valve in the front of each townhouse which can be used to cut off the water and drain pipes. Residents are encouraged to wrap insulating material around exposed exterior pipes.

**GARBAGE.** The City of Houston will not come onto private streets to pick up garbage. A portion of your monthly maintenance fee is therefore spent in contracting for twice-a-week trash pick-up service. The contract is with a firm that uses enclosed compactor trucks, and they instruct their personnel to return the cans and lids to their proper place.

Each resident is expected to furnish 2 large containers with lids.

The trash contractor requires trash and garbage to be bagged securely. No loose trash will be picked up. Items to be left for recycling should be put out no sooner than the night before the scheduled pickup. If there is a failure to pick up the items, residents should promptly remove the items from sight.

*Each resident should cooperate with his neighbor in keeping the trash bin and carport area neat and clean.*

**TRASH.** Non-perishable items not appropriate for regular garbage pickup may be disposed of in the trash area near the barn. Consult *the Voice* for rules concerning the heavy trash area. The use of this

method of disposal is restricted because of the expense and problems which have been encountered in the past. There has been a history of use of our trash area by non-residents. Anyone suspecting a case of illegal dumping should call VVI Security immediately. (Obtaining the license number would also be desirable.) (Note: The heavy trash area was closed on January 1, 1993.)

Trash in the common area is picked up by employees. Please don't litter.

**LANDSCAPE.** Maintenance of the landscape, except in patios, is the responsibility of VVI. A master plan which establishes the type of plants (trees, shrubs, etc.) and their location shall be developed by the Board of Directors.

Owners/residents are not to make any alterations to the landscape without first securing permission from the Board of Directors. Suggestions to the master plan should be made to the Landscape Committee or the Board of Directors.

Owners are responsible for the flower beds in their patio area.

**EXTERIOR MAINTENANCE.** All repairs and maintenance of the exterior are the responsibility of VVI. This includes the exterior surface of the townhouse building, storage room and door, fence, and carport structure. Replacement of the front door is the responsibility of the owner subject to architectural standards. VVI will paint the door using the current color scheme.

The cost of repairs and maintenance of additions will be borne by the owner. See the section on Exterior Modifications.

Except for an emergency, place written requests in the Clubhouse mailbox to report maintenance needs. In the event of a maintenance problem requiring immediate attention, such as an outside broken water pipe, please call Board members until one is found. Their numbers are listed in *the Voice*.

**PARKING SPACE.** *See Revised & Adopted VVI Complete Parking Rules 2018 1/26/2018 RP* Each resident has the exclusive use of only two parking spaces - and these are within the resident's carport. The covered parking spaces shall be used for parking motor vehicles only (i.e., no trailers, boats, campers, etc.). All uncovered parking spaces are "common area" and are for the use of all residents and their guests. Each homeowner (or lessee) is responsible for courteously sharing all uncovered parking spaces, regardless of their location!

Guest parking spaces must not be used for regular parking of vehicles under the control of residents. Parking is not allowed on unpaved areas or in areas marked with "No Parking" signs. Residents are responsible for assuring compliance with this rule by their guests.

No campers, RV's, trailers, boats, etc. will be permitted in guest parking areas. Residents should request in writing from the Management concerning short-term parking of campers or RV's on the north driveway.

No business vehicles of any kind shall be parked in guest parking spaces, except third-party service vehicles. All vehicles must have a current license and inspection sticker and the tires must be inflated so that they do not appear to be flat.

Failure to comply with any of the above parking regulations may lead to removal by a towing service. To preserve the overall appearance of the parking areas, no extraneous personal property is permitted, i.e. appliances, lumber, tires, trash, etc.

**INSURANCE.** VI carries insurance on the buildings in one blanket policy which covers all 31 home buildings plus the common buildings (Clubhouse, Shower House and Utility Building). If you care to have household and personal belongings insured, you should do so in a separate tenancy policy at your expense.

The name of the firm that has Corporation insurance is available from the manager or any director. Any resident who has an insurance claim should advise the board member who is responsible for insurance so that he/she might have the information and so that multiple claims which are the result of the same incident can be coordinated.

**GLASS SURFACES.** Windows and patio doors are not included in our insurance coverage. Glass coverage is offered on a tenancy policy, however. The position has been taken that these items when broken should be replaced by the person responsible for the breakage.

**PROTECTION.** All of our private streets are patrolled at random times throughout the day and night by special arrangement with uniformed security officers, whose service also includes occasional foot patrols in front of houses. The problems involving theft and vandalism have been few, though some have occurred in daylight as well as at night. Many residents find it a good (and inexpensive) practice to leave the carport light burning all night. Of course, the wise use of car locks, gate locks, house locks, (approved) exterior lighting, window shades, and drapes will assist in providing safer homes.

Homeowners are urged to call the VVI security number or 911, depending on the nature of the emergency. Refer to *the Voice* for the telephone number of VVI's Security.

We each share an equal responsibility in reporting to the police and banding together with other residents in stopping any misuse, theft or vandalism of our common property - Clubhouse, pool or grounds and equipment!

**ADDITIONS.** Deed Restrictions prohibit any additions or modifications to the exterior of the buildings unless approved by the Architectural Committee or the Board of Directors.

Certain types of screen doors, storm doors, security doors, front doors, burglar bars, and patio covers have been approved.

Individual application for these additions must be made in writing and approved before making any additions. This is required because (1) it insures compliance with the standards, quality, and make of product that has been approved, (2) it provides occasion for VVI to legally define the responsibility for

future maintenance of such additions, and (3) it protects the value of the property. In some cases, deed restrictions may have to be filed of record to insure responsibility passes with title to future owners. These applications must be made even if the addition is the same as an approved plan. (See page 19.)

**RESPONSIBILITY.** Parents or guardians are responsible for the safety, behavior and discipline of their children. VVI is not geared or financed to act as nursemaid!

Concern should also extend to the older children. Parents would be well advised to take an occasional stroll around the Village and to the Clubhouse to observe and visit with their children in their play environment - regardless of the child's age (even teenagers). We would all benefit from such evidence of parental concern!

You are asked to counsel children to treat the Village property and furnishings with the care and respect of their own home. The common property is, in fact, an extension of our homes. The regrettable lack of respect generally shown for "public" property should not be allowed to extend to our Village. This is private property.

## **ORGANIZATIONS AND ENTERTAINMENT**

The recreational and entertainment facilities of the grounds, pool and Clubhouse are at the disposal of residents and their guests, subject to the rules as published elsewhere in this Guidebook.

**HOSPITALITY COMMITTEE.** This Committee hosts periodic parties, dances, bingo, bridge and occasional happy hours for adults. They also host seasonal entertainment for the younger set of the Village (teens and pre-teens). Additionally, the Committee holds entertaining and informative meetings for its members. The names of the members of this committee are available from *the Voice*, manager or any of the Board of Directors.

**COMMITTEES.** The various committees that are a part of the official organization of the Townhouse Corporation are listed in *the Voice*. You are invited to join any one of these with which you feel you would be interested in working with - simply call the chairperson of the committee for information.

## **COMMUNICATION**

Names and phone numbers of Directors and employees have been purposefully omitted from this Guidebook. Changes that occur would only render this publication obsolete. You are invited, therefore, to refer to *the Voice* for a current list of the Board of Directors and their phone numbers as well as those of committee chairpersons.

**VILLAGE VOICE.** This is a monthly publication compiled and distributed by the Publicity Committee of the Village. Most announcements and newsworthy items are channeled through this publication, including the names of the current Board members.

It is assumed that when information is presented in *the Voice*, residents have been given proper notice.

**WHOM TO CONTACT.** The homeowners (and lessees) of Victorian Village are expected to stand on their own feet with regard to neighbor relations and personal problems.

If you have a grievance that cannot be settled personally, wherein an infraction of published rules is involved, residents are encouraged to use the *Problem Solving Form* which is available in copies of *the Voice* or from the Manager. The use of these forms enables the resident to provide sufficient information concerning the problem so that proper action may be taken. In the event that a resident does not wish to use the form, he/she may drop a note in the mailbox in front of the Clubhouse or could contact a member of the Board.

Please familiarize yourself (and your family) with the following Rules and with the Declaration of Covenants, Conditions and Restrictions, presented below in the Guidebook, so that we may live as neighbors with a minimum of misunderstandings.

**Happy living in Victorian Village.**

RULES  
GOVERNING  
USE OF  
RECREATIONAL FACILITIES,  
COMMON GROUNDS,  
AND  
EXTERIOR MODIFICATIONS



# **RULES GOVERNING USE OF RECREATIONAL FACILITIES AND COMMON GROUNDS**

## **I. INTRODUCTION**

In a community of 197 family units, it is obviously necessary to formulate rules governing the use of common facilities, with the basic aim to optimize the enjoyment of the common facilities by all of the residents of Victorian Village and protecting our investment in our homes.

The rules are adopted and published by the Board of Directors of Victorian Village Townhouse Corporation, pursuant to authority granted in Article VIII, Section 1(a) of VVI's By-Laws.

This 1992 revision of the *Guidebook* was written by a committee of residents who volunteered and were appointed by the Board of Directors. The revision was presented to the Board for approval. The committee was charged with basing the Guidebook on existing rules, but was given the freedom to suggest revisions or new rules as seemed appropriate to them.

The Board of Directors can, and sometimes does, rewrite certain rules before adoption.

The rules are enforced by the employees and representatives of VVI. These include Security, the Manager, clubhouse attendants and others designated by the Board of Directors.

Infractions of the rules are subject to penalties as provided in Article V, Section 1(d) of the Declaration of Covenants, Conditions and Restrictions (called the "CC&R'S"). The penalties may include a suspension of the right to use the recreational facilities for a period of time up to thirty days. Obviously, the infliction of such penalties is not desired, and the VOLUNTARY COOPERATION of all residents, and their children, is requested.

All residents are responsible for the observance of the rules by themselves, their children and their guests.

**READ THE RULES CAREFULLY - THEY WILL BE ENFORCED.**

Note: Complaints or suggestions are to be directed in writing to the Board of Directors, Victorian Village Townhouse Corporation, 10400 Hammerly Blvd., Houston, Texas, 77043, all of whose telephone numbers are listed in *the Voice*. Residents are encouraged to use the Problem Solving Form which is available in copies of *the Voice* or from the Manager. The use of these forms enables the resident to provide sufficient information concerning the problem so that proper action may be taken. In the event that a resident does not wish to use the form, he/she may drop a note in the mailbox in front of the Clubhouse or may contact a member of the Board.

## II. USE OF THE COMMON AREAS

The common grounds (including the driveways and unallocated parking spaces) are to be used by all residents with due regard for the rights of their neighbors, keeping in mind the fact that we all own an undivided interest in the common areas. Persons who don't own but are leasing, are expected to abide by these rules as if they did own. Some specific problems are covered by the rules; other problems must be left to the common sense of the residents.

**2-1. BALL GAMES** - No ball games are to be played in the driveways, common area, and carport area. While organized football and kickball scrimmages and ball games using bats are prohibited, playing catch is permitted. The adjacent school grounds are available for football and baseball games.

The basketball court may only be used by residents and no more than three of their guests. The court cannot be used after 9 PM.

### **2-2. DOGS AND CATS –**

#### **This section revised April 1, 2010 New or Revised Rules & Regulations PETS**

~~Dogs and cats are to be kept off the common area unless on a leash. Any dog not on a leash which is outside of the resident's house or patio is in violation of an Ordinance of the City of Houston and such dog may be impounded by any resident, who then may call the City Humane Department at 222-3501 to come to that resident's property and pick up the animal. Violations will be reported to the proper authorities.~~

~~For sanitary and aesthetic reasons, deposits of fecal matter on common grounds must be removed immediately by the resident who owns the dog, or whose guest owns the dog.~~

**2-3. VEHICLES, BICYCLES, ETC.** - Motorized vehicles are restricted to streets and driveways, and are not to be ridden on sidewalks or common ground. Bicycles may be operated on sidewalks, but pedestrians have the right-of-way. Bicycles must be directed off the sidewalk in order to avoid any pedestrian who may be walking on the sidewalk, whether adult or child. Bicycles are not to be ridden on the sidewalks surrounding the Clubhouse and shower house. Riders approaching these areas must dismount and walk the bicycles through the prescribed area. Tricycles (and toys) are not permitted in the driveway areas. Bicycles and tricycles are not to be left on sidewalks, lawns, in front of doorways or porches or on the private streets overnight.

**2-4. MOTOR HOBBIES** - Our private streets are not to be used as a "track" or "raceway" for motorcycles and mini bikes. Gathering of motor bike enthusiasts in a carport or street area for maintenance and testing purposes or the making of other objectionable noise, such as with model airplanes, outboard motors, or automobiles is discouraged in the daytime, but prohibited after 6:00 P.M. Carports are not to be used as a "garage away from the garage." Excessive use of carport areas for repairing vehicles is prohibited.

**2-5. DRIVEWAYS** - Take care when driving in the driveways - watch out for children. Speed limit is 15 mph. Our private streets are to be used only for ingress and egress by any motor vehicle, including mini-bikes and motorcycles.

**2-6. LITTERING** - Littering the common ground with paper, cans, bottles, or any other trash is prohibited. Adequately located trash cans are provided for use by residents.

**2-7. DISPLAY OF LAUNDRY** - Hanging of clothing, towels, etc., over balcony rails, over patio fences, or on improvised clothes lines on balconies or porches or in carports is prohibited.

**2-8. PATIO GROOMING** - Residents are expected to keep their patio area sufficiently groomed as not to become an eyesore to their neighbors. In case of prolonged absence, it is expected that owners will arrange to have their patio area properly cared for. If this is not done, VVI will do so (at its discretion), charging the cost of same to the home owner.

Residents should be aware that, under Section 6, Article X of the CC&R's, objects in the patio area should not be visible from the driveway or to neighbors. (This does not include approved alterations under Architectural Control.)

Residents with trees in their patio are responsible for any damage to fences, roofs, carports, storerooms, patio deck and clogged or damaged gutters.

**2-9. WINDOW SCREENS** - Window screens are to be kept in place. These screens are styled to contribute to the overall architectural harmony of the building design. VVI will replace or repair worn out window screens. Screens missing or damaged by misuse must be repaired or replaced by the resident at his/her expense. The management will provide information on where screens of the approved style may be obtained.

**2-10. CHRISTMAS DECORATIONS** - If an owner chooses to dismantle his front porch light to gain electricity for decorative lighting, he is expected to remove such decoration a reasonable time after Christmas and to re-Assemble said light fixture and to replace any window screens removed for such purpose.

**2-11. CARPORT SALES.** Carport sales are allowed but cannot exceed once a year per townhome.

### **III. USE OF THE CLUBHOUSE**

**3-1. GENERAL** - All residents, members of their families, and their guests are permitted to use the Clubhouse, subject to the rules and regulations pertaining to such use.

The hours during which the Clubhouse will remain open are presented in *the Voice* and will be changed According to the season (summer or winter).

*Smoking is strictly prohibited in the downstairs areas of the Clubhouse. Food is not permitted in the Clubhouse except for organized events or private parties.*

The Clubhouse cannot be used for the purpose of any political or religious meetings, nor for independent profit-making groups.

**3-2. AGE LIMITS** Individuals 13 years of age and over may use the downstairs billiard tables without supervision. The tables may be used by children 12 years of age and under only when accompanied by and playing with a responsible adult. Rules and regulations governing teen activities, established by the Board of Directors, must be followed. Teen parties must be chaperoned.

**3-3. UPSTAIRS BILLIARD ROOM** - ~~The billiard tables upstairs are intended primarily for use by persons over age 18.~~

Only residents, members of their families, and their guests may use the Billiard Room. Guests must be Accompanied by their resident sponsor. The Billiard Room may be used only during those hours when the Clubhouse is open.

Players should recognize the rights of other residents waiting to play and must not monopolize tables for long periods,

Special emphasis is placed on the following rules:

- (a) Tables must not be sat upon at any time.
- (b) Trick shots are not to be attempted or made.
- (c) One foot must remain on the floor while making a shot, otherwise a bridge must be used.

~~**3-4. HEALTH ROOM AND SAUNA BATH** - The Health Room and Sauna Bath will be available for use during normal Clubhouse hours on an availability basis. Family members of the opposite sex may use the Health Room facilities at the same time. People of the same sex, even if they are not family members may use the Health Room at the same time. No one can have exclusive use of the Health Room for more than one hour.~~

~~Only residents, members of their families, and house guests residing with residents may use the Health Room facilities (observing all rules as published or posted). Children under 13 years of age must be accompanied by an adult resident. This is due to potential hazards of the Sauna Bath. Users of the Health Room must sign the registration form at the attendant's booth, showing name, date and time of use. A dressing room is provided to members when using the Health Room and Sauna Bath. Showers must be turned off tightly after use. Recommended use of the Health Room must be observed and followed. Damaged equipment should be reported to the Attendant immediately.~~

~~SAUNA BATH - Use of the Sauna Bath is on a first-come first-served basis. Residents should check with the Clubhouse Attendant in the Clubhouse office for admission to the Sauna Bath and Health Room.~~

~~35. CLUBHOUSE ATTENDANTS - During the hours of greatest use in the Clubhouse, experience has shown the necessity of having a Clubhouse attendant on duty in the Clubhouse. The primary purpose of is to give greater assurance that the property and equipment in the Clubhouse is properly and reasonably used. Also, the Attendant is employed to be of assistance to residents in the use of facilities and in the enforcement of regulations concerning their use. The Attendant is not a baby-sitter nor a policeman; however, he has the responsibility to maintain order and to report violations to the Board of Directors.~~

**3-6. RESERVATIONS** - The Swimming Pool, Health Room (including Sauna Bath), and billiard room cannot be reserved for private parties. The downstairs cannot be reserved for Adult parties, except for Village-wide adult functions approved by the Board of Directors. Residents may reserve and use the upstairs for private parties on a "first-come first-served" basis. Adult private parties will not be allowed in the Main Lounge on those days subject to a permanent reservation for Village-wide functions.

*Reservations* for all activities must be made by submitting a reservation form obtainable from the Chairman of the Hospitality Committee and accompanied by a \$100.00 deposit to cover possible damage and cleanup charges. The payment should be in the form of two checks: one for \$75 and one for \$25. of the \$100,00 deposit, \$75.00 will be refunded after the facilities are inspected for damages and found to be damage-free. The reservation applicant is responsible for cleaning up after clubhouse parties. Any damage exceeding \$100.00 will be assessed the reservation applicant. The \$25.00 check will be deposited in the VVI bank account to cover the amount of utility expenses and the excess will apply to interior improvements in the Clubhouse.

#### **IV. SWIMMING POOL (*Current Pool rules are posted in pool area and on VVIweb.com*)**

**4-1. GENERAL** - The swimming pool is the most popular facility owned by the members of VVI. As such, there must be reasonable and enforceable rules for the use of the pool in order that it may be enjoyed by all. Residents, members of their families, and their guests are permitted to use the pool during scheduled hours. House guests (those staying in the homes of members) are welcome. Residents must Accompany guests other than house guests. Children under the age of 16 are allowed only one guest.

No use of the pool after 10 P.M. is permitted. When the pool is being cleaned, it will not be open. Children under 13 years of age must be accompanied by a parent or authorized adult at all times -

no exceptions. Children unable to swim, regardless of age, must be accompanied by an adult - no exceptions. Parents are responsible for supervision of their children. No child over the age of five (5) years is allowed in the wading pool. Parents are to insist that their children use the restrooms when necessary.

No life guard will be on duty. Residents are responsible for their own actions and safety while using the pool facility. VVI, its officers or employees are not responsible for any accidents occurring from the use of the pool facility. All parents assume full responsibility for their children's safety. In the event of lightning or other health risk, residents are required to clear the swimming pool.

Any obnoxious, intoxicated, or unwelcome persons shall be removed from the pool and pool area by security, if necessary.

Pool Access will be limited to residents in possession of keys issued by VVI. Keys may be obtained from the Manager by appointment only. These keys are the property of VVI and may be acquired with a \$25 refundable deposit. Should a resident lose their key, this deposit shall not be refunded and shall be kept by VVI to cover administrative and material costs. A resident may then acquire a second key for a refundable deposit of \$75. If this key is lost, no more pool keys will be issued to this resident and the \$75 will not be refunded. Deposits may only be refunded when the original key is turned into the Manager for refund. Keys are to be issued to adults only. No minors may acquire a key. The adult owner/resident takes full responsibility for their own actions by acquiring a key and signing a copy of the "Pool Rules" agreement. Note: only one key is permitted per residence.

**4-2. SAFETY PRECAUTIONS** - The following precautions are mandatory:

- (a) Bicycles, tricycles, skateboards, or other play equipment are not allowed in the swimming pool area.
- (b) Smoking is conditionally permitted. Any person who is smoking must stop and extinguish smoking material if requested. Smoking materials must be disposed of in the ash urns provided.
- (c) Persons having infectious diseases, open sores, bandages, cuts or recent vaccinations are not permitted in the pool or pool area.
- (d) Glass containers, pets, food and gum must not be brought into the pool area.
- (e) Pool play equipment shall be restricted to items such as small rings, inflatable balls and masks with plastic faces, etc.
- (f) "Horseplay," running, spitting, undue splashing, slovenliness, and obscene language are not allowed. Swimmers must not play on or bang on the safety ropes in the pool.
- (g) Foreign matter or debris must not be thrown into or about the pool.
- (h) No diving. No diving is permitted from any area of the pool deck.
- (i) All trash must be properly disposed of in the trash cans provided in the area.
- (j) All residents and guests must shower before entering pool.

**4-3. SWIMMING ATTIRE** - Residents and guests must be properly attired in swimming suits rather than in shorts, cut-off jeans, play suits, etc. Towels should be placed on wood benches around the pool fence rather than taking chair or table space. Bobby pins and hair pins must be removed from hair before entering pool. Swimming caps are not mandatory. Excess sun or lotion must be removed by showering before entering pool.

Babies in diapers and children not toilet trained are not allowed in swimming pool: they are allowed in the wading pool only if in diapers securely fastened and covered with plastic or rubber pants.

*Residents and guests in swimming attire are not allowed in the Clubhouse.*

*(Current Pool Rules Agreement and Key Application Available from Management Company)*

**4-4. Pool Rules Agreement -**

I have read and understand the aforementioned Pool Rules and agree to comply as a resident of VVI. I also understand that no Life Guard will be on duty during pool hours. I agree that my family and I are using the pool facility at our own risk, and do not hold VVI, its officers or employees responsible for any accidents which may occur from the use thereof.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Received \$ \_\_\_\_\_ as a refundable deposit for one (1) Pool Access Key.

Received by \_\_\_\_\_

## V. ARCHITECTURAL CONTROL

**5-1. GENERAL** - The purpose of the Architectural Committee is to ensure:

(1) that the investment in our property is protected as much as possible by proper maintenance of and control of additions and modifications to buildings, and (2) that the appearance of the buildings contribute to the enjoyment of the Community as a whole.

Comment: As is true of this entire section which applies to rules set forth by the Board of Directors, the rules, procedures, and comments here apply at the time of the writing of this 1992 revision of the Guidebook. Any person wishing to undertake an addition or modification should contact the Architectural Committee or Board for the current rules. Policies of Boards and Committees vary over time.

*Residents are advised that, as a rule-of-thumb, the exterior of buildings, which includes front, back, patio, carport, and fences are common property. Further, an applicant must be aware that an addition is by nature a benefit to the resident and not necessarily a benefit to the community. Whenever there appears to be a conflict between the wishes of a resident and the standards of the community, it is the responsibility of the Board of Directors and/or the Architectural Committee to support the standards of the community.*

**5-2. APPLICATIONS FOR ADDITIONS** - Residents who wish to apply for an addition or modification to their home must comply with the CC&R's of VVI. The CC&R's require that all exterior additions must be approved by either the Architectural Committee or the Board of Directors. The applications must be in writing with a detailed description of the addition or modification. An application form will be provided upon request from the chairman of the Architectural Committee, see 5-5 below. The request will be responded to within thirty days starting with the date actually received by the chairperson of the Architectural Committee or designated Board Member (see CC&R's, Article VIII).

### **OUTLINE OF PROCEDURE TO BE FOLLOWED:**

(1) Submit a written request either directly to the Architectural Committee chairperson, whose address is published in *the Voice* or place the written request in the mail box on the front of the Clubhouse. The plan for the addition may be in one of two forms:

(a) If the addition is one of the approved plans described below, the description of the addition or imply in terms of an approved style and color. (The resident can obtain from the Architectural chairperson addresses where approved styles can be seen.)

(b) If the addition is not one of the approved plans, then there must be a detailed description with drawings and color scheme, if appropriate. Residents must not expect the committee to approve an addition with incomplete information.

(2) The Architectural Committee will meet and consider the application and make a decision.

(3) If the decision of the Architectural Committee is positive, either (a) in the case where the addition

is not an approved style, the committee's recommendation will be forwarded to the Board of Directors (this action is not required by the CC&R's); or (b) if it does match an approved style, the Committee will approve the application.

(4) If the decision is negative, the applicant will be so notified by registered mail. A negative decision will not be presented to the Board of Directors. An applicant has the right to appeal directly to the Board of Directors. Also, an applicant can ask for the addition to be reconsidered by the Committee, Current policy is that the Architectural Committee recommends policy to the Board of Directors who may or may not approve the recommendation. In the event that the recommendation is approved, the Committee will carry out actions consistent with this policy. (This procedure is not required by the CC&R's.)

(5) In the event that either the Architectural Committee or the Board approves the application, the Architectural Committee chairperson will notify the applicant by telephone followed by a letter of approval. The applicant may proceed with the alteration at that point,

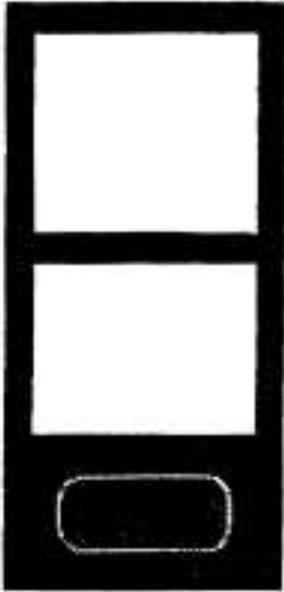
(6) If approved, the resident will receive written notification of the approval. An Architectural Agreement (see 5-5, below) will accompany the notification. The Agreement states the responsibility of the owner of resident as to construction, maintenance, and useful life of the Alteration. The applicant should refer to the CC&R's Articles VIII, IX (with Article VI, Section 8), and XII, Section 1, in evaluating the Agreement as to the powers of enforcement. The act of construction of the alteration signifies that the owner of resident understands and agrees to the terms of the Agreement; no further action is required. The application and response will be filled in the permanent architectural records for the protection of VI and the applicant. Residents are advised that there may be some problem with the timing of their application in that the Board of Directors typically meets once a month and, although the meetings of the Architectural Committee are more flexible, it is possible to submit an application at such a time that the Committee would have difficulty in reviewing the application in time for a Board meeting. Because of the thirty-day rule in the CC&R's, Article VIII, the committee may have to deny an application. (The applicant may request that the application be reinstated.)

### **5-3. EXAMPLES OF "ALTERATIONS" UNDER ARCHITECTURAL CONTROL**

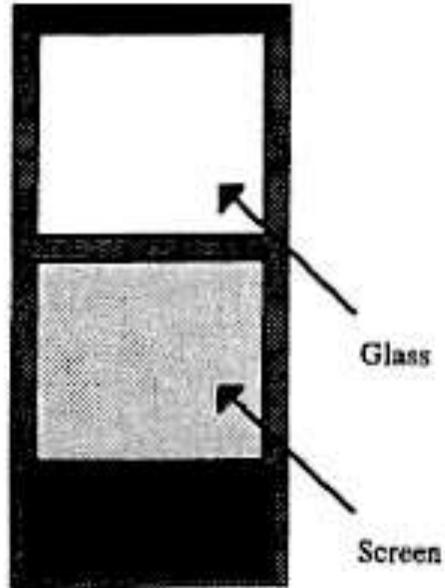
- Front doors, if different from the original styles
- Storm doors
- Burglar bars
- Large trees in patios
- Paint colors
- Patio covers of any kind
- Lighting fixtures in front, patio, and in carport area
- Signs, trash, objects which are visible from the driveway, and mats in the carport area

#### 5-4. APPROVED STYLES

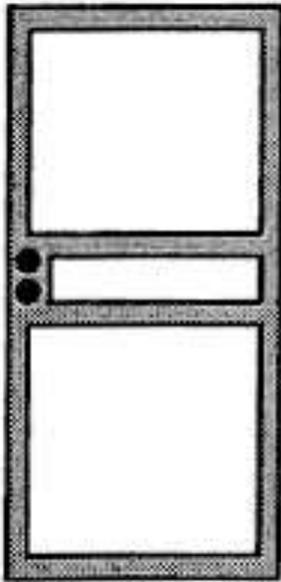
(1) Front storm/security doors: Color - same as front door. No bare aluminum storm doors are approved. If the front door is natural wood-grain finish, the storm door color must be the trim color. *(There is no approved front door burglar bar style.)* During the regular painting cycle, an assessment of the condition of storm doors will be made. *If a storm door needs painting, the owner will be so advised. The owner will then be required to paint the door at his/her own expense using a color consistent with the above paint color rule.*



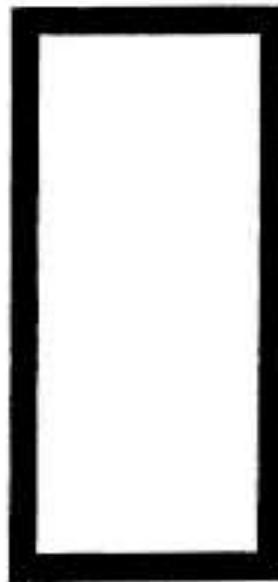
Original Approved  
(Discontinued)



Screen Approved

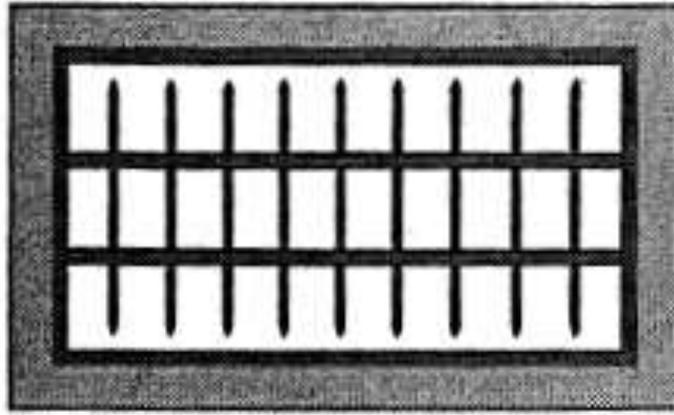


Steel Security  
Approved

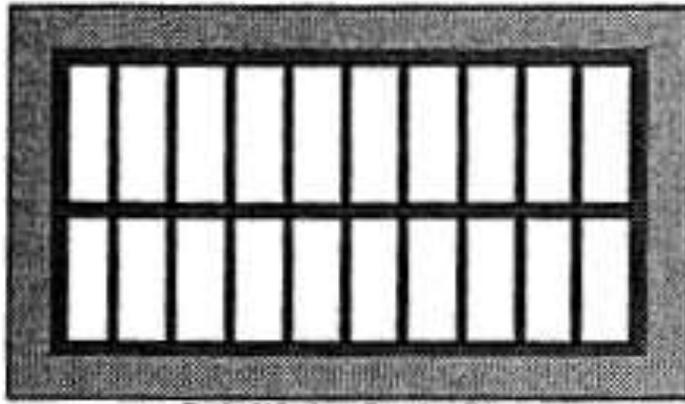


Glass Approved

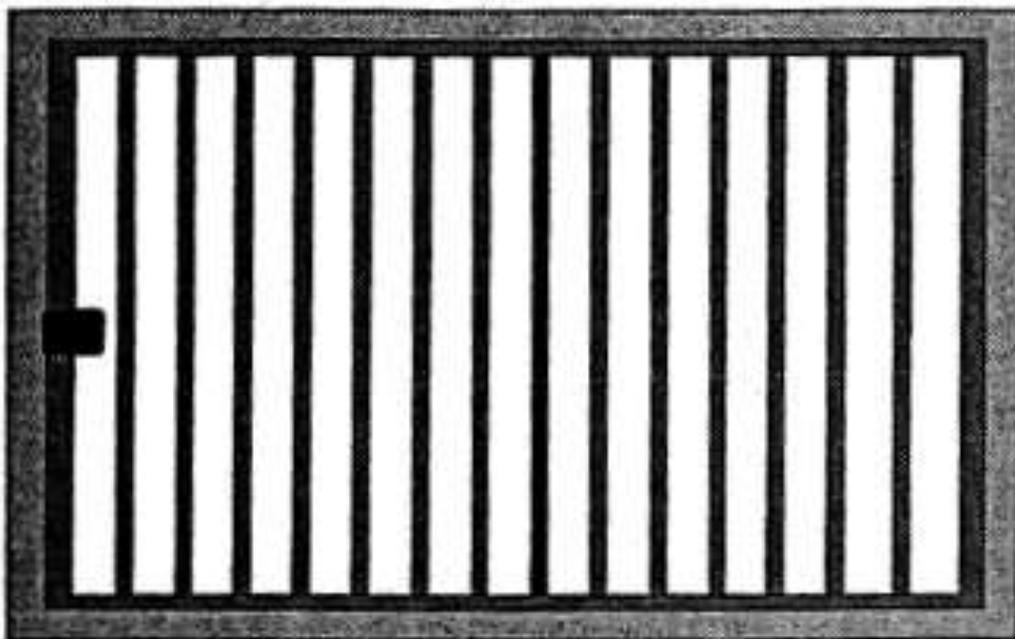
(2) Patio security bars: Color: Either original trim or fill.



Patio Window Burglar Bars  
(With or without points)

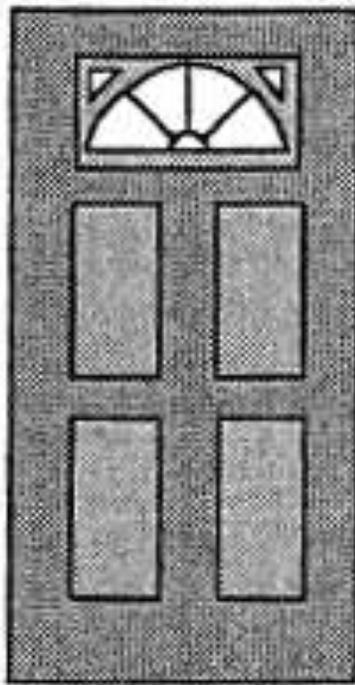
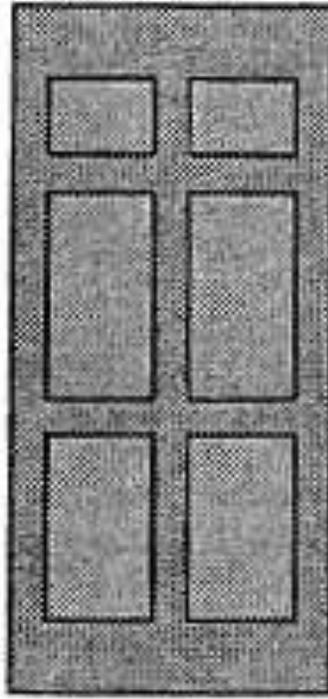
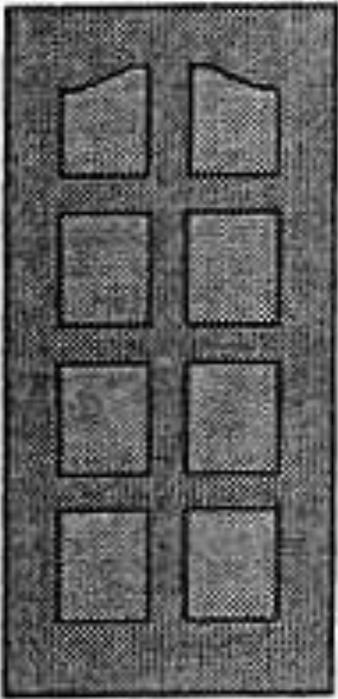


Patio Window Burglar Bars

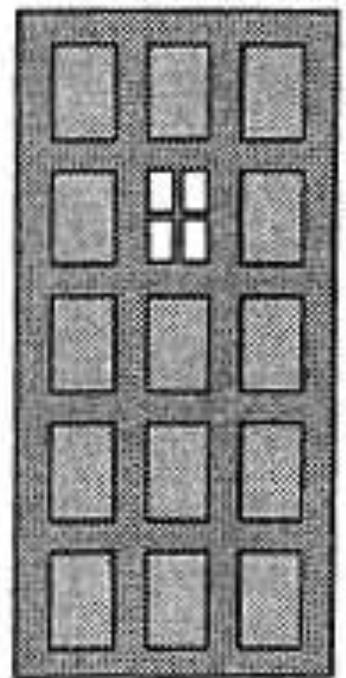


Patio Door Burglar Bars

(3) Front Doors



Glass must be clear.  
Premium Door.



A resident may replace any existing door with one of the five non-premium doors without consulting with the Architectural Committee as such a replacement is a maintenance operation and does not involve an addition or modification. Anyone desiring replacing an existing door with the premium style must consult the Architectural Committee to obtain information on the exact model and vendor.

During the painting cycle, a resident is given the opportunity to select the fill color for his/her home. The color of the front door must be then selected from either the trim color or the fill color. If the door is a natural wood-grain finish, the resident may apply to the Architectural Committee for permission to let the door remain in that style, provided the door appears to be in good condition.

(4) Patio security lights: Security lights must be of the two-lamp variety with light and motion detection. They may be located on the storage room wall or on the driveway end of the carport. They should be aligned with the center of the carport space. In either case, the wiring must conform to government safety codes. Permanent installation of other types of lights in the carport is not allowed. Locations of examples of existing styles can be obtained by calling the Architectural chairperson,

(5) Patio covers: Any resident desiring to build a patio cover should inquire into the approved styles before submitting a request for approval to the Architectural Committee.

(6) Mailboxes can only be replaced by VVI. Residents may remove mailboxes if they have a mail slot in the front door. Mail slots must be horizontal and located as near as possible to the vertical and horizontal centers of the door but not in a recessed area in the design of the door. (There may be some door styles which are not amenable to this rule.)

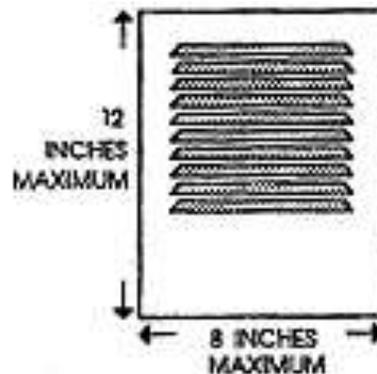
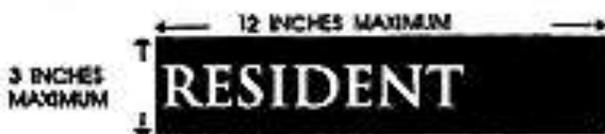
(7) Nameplates and storage room vents: Pre-approval is hereby granted for the installation of nameplates and vents in the storage room wall provided that they conform to the following location, style and color:

Color: Nameplates should be a combination of black, brown, or white.

Vents should be the color of the carport structure color.

Location: Nameplates and vents should be located on the storage room wall on the gate side.

Style:



However, the Architectural Committee reserves the right to request removal of any object which is obviously dissimilar to objects of the same type on neighboring houses.

(8) Miscellaneous: Other desired additions/modification should be brought before the Architectural Committee.

## **5-5. ARCHITECTURAL AGREEMENT EXAMPLE**

### **APPLICATION FOR ADDITION OR MODIFICATION OF EXTERIOR OF BUILDING**

To the Victorian Village Architectural Committee and/or Board of Directors:

I hereby apply for the following addition or modification to the exterior of the specified building.

A. General nature of the addition or modification (if this corresponds to an "approved style" as set forth in the Victorian Village Guidebook, ~~1992~~ **1993** edition, please indicate which style is appropriate):

B. If this is supplied by a vendor such as Sears, Home Depot, etc., please give the name of the vendor, manufacturer, and part number: Please attach any appropriate printed material, if available.

Residents who have made external alterations which have potential for liability for damage or injury (such as a patio cover), must have appropriate insurance for such hazards and be able to provide evidence of such insurance upon request of the Board. VVI assumes no responsibility for injury or damage caused by structures which are exterior additions or modifications installed by a resident of owner.

C. If this is not "ready-made to be installed", please attach detailed plans for the addition or modification.

D. If possible, please give the location where an example may be examined by the Committee:

THE STATE OF TEXAS  
COUNTY OF HARRIS

Victorian Village Townhouse Corporation, Section I ("Victorian"), and \_\_\_\_\_ ("Owner") hereby enter into this Architectural Agreement (\*Agreement") on the following terms and conditions, to wit:

1. **Property.** The real property and improvements thereto ("Property") subject of this Agreement is a residential unit in Victorian Village Townhouse Apartments, Section I, described as Apartment \_\_\_\_ of Building \_\_\_\_\_ Victorian Village Townhouse Apartments, Section 1, Harris County, Texas a/k/a \_\_\_\_\_, Houston, Texas 77043.
2. **Ownership.** The Owner hereby covenants and warrants that Owner is the lawful legal and beneficial owner of the Property, that legal title stands solely in the Owner's name, and that Owner has the full and complete authority to enter into this agreement and bind the Property to the terms hereof.
3. **Alterations.** In strict reliance upon the undertakings of the Owner as set forth herein, Victorian (and its Architectural Committee) hereby gives its consent, pursuant to the Declaration of Covenants, Conditions, and Restrictions of Victorian Village Apartments, Section 1, of record at Volume \_\_\_\_\_, Page \_\_\_\_\_, et seq., of the Real Property Records of Harris County, Texas, to the following alterations ("Alterations") to the Property: The addition or modification is to be in strict compliance with the description as set forth in the above application. Installation shall be performed in a good and workmanlike manner and so as to insure no damage to the Property or its architectural appeal. No further alterations or modification of design or implementation may be made without the separate, prior written consent of Victorian.
4. **Installation and Maintenance.** The installation of the Alterations shall be solely at the Owner's expense. The Alterations shall be routinely maintained at the Owner's sole expense in an attractive and satisfactory manner subject to the instructions of Victorian. Victorian shall cause the Alterations to be painted at Owner's expense but shall have no other obligation to maintain or otherwise deal with the alterations. Victorian will have sole discretion as to the color, type of paint and manner of application. Owner will deposit sufficient sums with Victorian to fully reimburse Victorian immediately upon presentation of a bill for painting as well as any other costs incurred by Victorian as a result of the Alterations. Other costs shall include any additional costs caused the Alterations to Victorian in maintaining the exterior property. Such charges shall not exceed the actual cost to Victorian plus ten (10%) per cent thereof. The Owner may elect to perform the maintenance herself/himself, in which case the Owner must obtain agreement with the Victorian Manager as to the work to be performed.
5. **Removal and Restoration.** Victorian may require Owner to remove all or any part of the Alterations for Cause and return the Property to its condition prior to the addition of the Alterations at any time upon sixty days' notice in writing, at Owner's sole expense. Should Owner fail or refuse to so remove the Alterations, Victorian is authorized to affect such removal at Owner's sole expense without being deemed to have committed any trespass.

Cause shall include situations which result from unforeseen structural defects in the Alteration, situations which result from improper installation, or situations which result from failure of the Owner to properly maintain the Alteration in compliance with Victorian policies and procedures.

In the event that the Board determines that the useful life of the Alteration has expired and cannot be satisfactorily maintained, the owner may be required to remove all or any part of the Alterations and return the Property to its condition prior to the addition of the Alterations at any time upon sixty days notice in writing, at Owner's sole expense.

**6. Inurement.** This Agreement shall run with the land and be binding upon Owner, and all heirs, successors, and assigns thereof. Any conveyance of the Property or any interest therein shall be void and of no effect unless the purchaser shall formally join in this Agreement.

**7. Obligation.** Owner shall be liable to Victorian for its costs, expenses, and Attorney's fees in connection with the enforcement of this Agreement, whether by Court action or otherwise.

**8. Representation.** Owner warrants and covenants that Owner has been afforded the opportunity to seek the advice of legal counsel of Owner's choosing and does not rely upon any representation of Victorian or its agents in entering into this Agreement.

**9. Execution.** The action of the owner which results in the accomplishment of the addition or modification described herein, constitutes acceptance of the terms of this agreement on the part of the Owner.

## **VI. CONCLUSION**

These rules and regulations are intended to provide the maximum enjoyment of the common facilities by all of the residents, consistent with safety and the protection of the property from damage. **WE NEED YOUR COOPERATION. PLEASE HELP US MAKE VICTORIAN VILLAGE A SAFE AND ENJOYABLE HOME FOR ALL.**

# COVENANTS, CONDITIONS AND RESTRICTIONS

536-64-4200



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**THE STATE OF TEXAS I**

**I**

**KNOW ALL MEN BY THESE PRESENTS: THAT**

**COUNTY OF HARRIS**

**THIS DECLARATION, made on the date hereinafter set forth by TOWNHOUSE DEVELOPMENT COMPANY, hereinafter referred to as "Declarant",**

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property in the City of Houston, County of Harris, State of Texas, known as VICTORIAN VILLAGE TOWNHOUSE APARTMENTS and which is more particularly described as follows:

BEING a tract of land containing 20.315 acres, more or less, out of a 58.273 acre tract situated in the County of Harris, State of Texas, and being part of the J. M. Swisher Survey, A-1279, and being bounded on the North by the Southerly line of Spring Branch Valley, the official plat of which is of record in Volume 45 at page 63 of the map records of Harris County, on the East by a line which is 400 feet Westerly of and parallel with the Westerly line of the right-of-way (60 feet wide) for Gessner Road, on the South by the Northerly line of the right-of-way (80 feet wide) for Hammerly Boulevard and on the West by the Westerly line of the projected right-of-way (60 feet wide) for Triway Lane and being more particularly described by metes and bounds as follows:

FROM a 1/4 inch iron pipe marking the intersection of the Westerly line of the right-of-way (60 feet wide) for Gessner Road with the Northerly line of the right-of-way (80 feet wide) for Hammerly Boulevard along said Northerly right-of-way line N.89°27'58"W., 400.00 feet to the point of beginning;

THENCE continuing along the Northerly line of the right-of-way for Hammerly Boulevard N. 89°27'58"W., 1442.55 feet to a point of curvature in the Westerly line of the projected right-of-way (60 feet wide) for Triway Lane;

THENCE in a Northeasterly direction along the arc of a curve to the left, the central angle of which is 85° 57'42", the radius of which is 25.00 feet and the long chord of which bears N.47°33'11"E., 34.09 feet, a distance of 37-51 feet to a point on a curve;

THENCE in a Northeasterly direction continuing along the Westerly line of the right-of-way for Triway Lane along the arc of a curve to the right, the central angle of which is 34°04'42", the radius of which is 330.00 feet and the long chord of which bears N.21°36'41"E. 193.40 feet, a distance of 196.28 feet to a point of tangency;

THENCE N. 38°39'02"E., continuing along the Westerly line of the right-of-way for Triway Lane, 340.45 feet to a point of curvature;

THENCE Northerly along the arc of a curve to the left, the central angle of which is 38°21'42", the radius of which is 270.00 feet and the long chord of which bears N. 19°28'11"E. 177.42 feet, a distance of 180.78 feet to a point of tangency;

THENCE N.00°17'20"E. continuing along the Westerly line of the right-of-way for Triway Lane, 72.82 feet to

the Southeasterly corner of Lot No. 1, Block F of Spring Branch Valley (the official plat of which is of record in Volume 45 at page 63 of the map records of Harris County);

THENCE along the Southerly line of said Spring Branch Valley, S.89°59'00"E., 1078.39 feet to a point which is located No. 89°59'00"W., 400.00 feet from a one inch iron pipe in the Westerly line of the right-of-way (60 feet wide) for Gessner Road marking the Northeasterly corner of said 58.273 acre tract;

THENCE along a line which is 400.00 feet Westerly of and parallel with said Westerly right-of-way line for Gessner Road, S.00°20'42" W., 721.92 feet to the Point of Beginning and containing 20.315 acres, more or less.

according to the plat ("Said Plat") thereof recorded in Volume 145, page 142 of the Map or Plat Records in the office of the County Clerk of Harris County, Texas; and

AND WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the properties described above 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 real property. These easements, covenants, restrictions, and conditions shall be binding on all parties having or acquiring any right, title or interest in the above described properties or any part thereof, and shall inure to the benefit of each owner thereof,

**ARTICLE I**

**DEFINITIONS**

Section 1. "Association" shall mean and refer to VICTORIAN VILLAGE TOWNHOUSE CORPORATION, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean that portion of the Property owned by the Association for the common use and enjoyment of the members of the Association and shall include, but is not limited to, all recreational facilities, community facilities, swimming pools, pumps, trees, landscaping, sprinkler systems, pavements, streets, pipes, wires, conduits, and other public utility lines situated thereon, but shall not include any portion of the Thirty-One Building Locations shown on Said Plat or any portion of such locations hereinafter described as a "Lot".

**Section 4.** "Lot" shall mean and refer to that portion of any of the Thirty-One Building Locations shown upon Said Plat and any amendments thereto, on which there is or will be constructed a single family townhouse. For all purposes hereunder, it shall be understood and agreed that said Thirty-One building Locations constitute 197 separate Lots, and Declarant shall be the owner of all of said 197 Lots SAVE AND EXCEPT only those particular Lots which Declarant conveys in fee simple title by recordable deed from and after the date hereof. "Townhouse" shall mean a single family residence unit constructed on a Lot as part of a residential building containing two or more single family residences.

**Section 5.** "Member" shall mean and refer to every person or entity who holds membership in the Association.

**Section 6.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 7.** "Declarant" shall mean and refer to TOWNHOUSE DEVELOPMENT COMPANY, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II ANNEXATION of ADDITIONAL PROPERTIES

**Section 1.** Annexation of additional property shall require the assent of two-thirds (2/3) of the Class A members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all Class A members not less than 30 days not more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of Class A members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds of the Class A membership are not present in person or by proxy, Class A members not present may give their written consent to the action taken thereat.

## ARTICLE III MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest in merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

## ARTICLE IV VOTING RIGHTS

The Association shall have two classes of voting memberships:

**Class A.** Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one 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 vote be cast with respect to any Lot.

**Class B.** The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier;

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) two years from the date hereof.

## ARTICLE V PROPERTY RIGHTS

**Section 1. Members' Easements of Enjoyment.** Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder,
- (d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member 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 its published rules and regulations;
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance; and
- (f) the right of the individual owners to the exclusive use of the patio and parking spaces as provided in this Article.

**Section 2. Delegation of Use.** Any member may delegate, in accordance with the By-Laws, 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.

**Section 3. Title to the Common Area.** The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot. 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.

**Section 4. Patio and Parking Rights.** Ownership of each Lot shall entitle the owner or owners thereof to (i) the exclusive use as a patio area of that portion of the Common Area extending to the rear of each Lot to a depth of sixteen feet and (ii) the exclusive use of a carport covering two automobile parking spaces which shall be appurtenant to the patio area of said Lot, together with the right of ingress and egress in and upon said patio and parking areas. Further, prior to any liquidation or dissolution of the Association, the Association shall convey to the owner of each lot the land consisting of the patio and parking spaces then being used by such lot owner under the terms of this Section 4.

## ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

**Section 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 residents in the Property and in particular for the improvement and maintenance of the Property, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Property. They shall include, but are not limited to, funds for the actual cost to the Association of all taxes, insurance, repair, replacement and maintenance of the Common Area and of the maintenance of the exteriors of the Lots or Townhouses as may from time to time be authorized by the Board of Directors, and other facilities and activities including, but not limited to, mowing grass, caring for the grounds, sprinkler system, landscaping, swimming pool, recreational buildings and equipment, roofs and exterior walls of the Townhouses, carports, including roofs, garbage pickup, ~~water and sewerage service furnished to Townhouses by the Association, (removed by voted amendment 12-15-09)~~ and other charges, required by this Declaration of Covenants, Conditions and Restrictions or that the Board of Directors of the Association shall determine to be necessary to meet the primary purposes of the Association,

including the establishment and maintenance of a reserve for repair, maintenance, taxes, and other charges as specified herein.

**Section 3. Basis and Maximum of Annual Assessments** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be **Three Hundred & Sixty** dollars (\$360,00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding five years and at the end of each such period of five years, for each succeeding period of five years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(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 maximum.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments 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 cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds {2/3} of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

**Section 5. Uniform Rate of Assessment.** Both annual and species assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis with each Lot Owner paying an amount equal to that paid by each of the other Lot Owners.

**Section 6. Quorum for Any Action Authorities Under Sections 3 and 4.** At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 7. Date of Commencement of Annual Assessments:**

**Due Dates.** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall, fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors and, unless otherwise provided, the Association shall collect each month from the owner of each Lot 1/12th of the annual assessment for such Lot. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 8. Effect of nonpayment of Assessments: Remedies of the Association.**

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Victorian Village Townhouse Corporation, or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot owners. The Association, acting on behalf of the Lot owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for here in by non-use of the Common Area of abandonment of his Lot.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. 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 became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 10. Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

**Section 11. 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. 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 cancelled by an affirmative vote of sixty percent (60%) of the votes of each class of the Members of the Association. In no event shall such management agreement be cancelled prior to the effecting by the Association or its Board of Directors of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or 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 made with a responsible party or parties "having experience adequate for the management of a project of this type.

**Section 12. Insurance Assessments.** The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings, including all townhouses, unless the owners thereof have supplied proof of adequate coverage to the Board of Directors' complete satisfaction, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance, except on the individual townhouses, shall be common expenses. All such insurance coverage, including insurance on individual townhouses obtained by the Board of Directors shall be written in the name of the Association as Trustee for each of the townhouse owners in the same proportions as their undivided interest in the Common Area. Insurance on individual townhouses obtained by such townhouse owners may be written in the name of the individual Owners. Premiums for insurance obtained by the Board of Directors on individual townhouses shall not be part of the common expense but shall be an expense of the specific townhouse or townhouses so covered and a debt owed by the owners, and shall be collectible by any lawful procedure permitted by the laws of the State of Texas. In addition, if said debt is not paid within twenty (20) days after notice of such debt, such amount shall automatically become a lien upon such owner's lot and townhouse and shall continue to be such lien until fully paid. This lien shall be subordinate to the lien of any first mortgagee and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments. In addition to the aforesaid insurance required to be carried by the owners and/or the Association, any owner may, if he wishes, at his own expense, insure his own townhouse unit for his own benefit and carry any and all other insurance he deems advisable. It shall be the individual responsibility of each owner at his own expense to provide, as he sees fit, homeowner's liability insurance, theft and other insurance covering personal property damage and loss. 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, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the proviso agreed to by said bank or institution that such funds may be

withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. 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, reconstructions or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all owners of the damaged townhouses in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such townhouses to make up any deficiency, except that the special assessment shall be levied against all townhouse owners, as established by Article VI, Section 1, above, to make up any deficiency for repair or rebuilding of the common area not a physical part of a townhouse unit. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such townhouses. Such payments shall be made to all such owners and their mortgagees in proportion to their percentage interests. In the event of damage or destruction by fire or other casualty to any townhouse or other property covered by insurance written in the name of an individual owner, said owner shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the exterior of the townhouse in a good workmanlike manner in conformance with the original plans and specifications of said townhouse. In the event such owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the townhouse area within thirty (30) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such owner to repair and rebuild any such townhouse in a good and workmanlike manner in conformance with the original plans and specifications of the townhouses. The owner shall then repay the Association in the amount actually expended for such repairs, and the Association shall have a lien securing the payment of same identical to that provided above in this Section securing the payment of insurance premiums; and subject to foreclosures as above provided.

Notwithstanding the foregoing provisions of this Section 12, it is further provided that the requirement for the maintenance of insurance on a townhouse shall not apply to any townhouse acquired by the Veteran's Administration or Federal Housing Administration under a mortgage foreclosure during the period of ownership by either of said Veteran's Administration or Federal Housing Administration.

#### **ARTICLE VII. PARTY WALLS**

**Section 1. General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the Townhouse upon the Property and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**Section 2. Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions,

**Section 3. Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty,

then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

**Section 4. Weatherproofing.** Notwithstanding any other provision of this Article, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 5. Right to Contribution Runs With Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**Section 6. Arbitration.** In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.

#### **ARTICLE VIII ARCHITECTURAL CONTROL**

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot or the patio or carport used in connection with any Lot after the purchase of any Lot from Declarant, its successors or assigns, 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 shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography 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 complied with.

#### **ARTICLE IX EXTERIOR MAINTENANCE**

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior

improvements. Such exterior maintenance shall not include glass surfaces or patios.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, and not covered or paid for by insurance on such Lot, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

**ARTICLE X**  
**USE RESTRICTIONS**

**Section 1.** Said Property is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said Property shall be of new construction and no buildings or structures shall be moved from other locations onto said Property and no subsequent buildings or structures other than townhouse apartment buildings, being single family townhouses joined together by a common exterior roof and foundation, shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of said Property at any time as a residence either temporarily or permanently.

**Section 2.** Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

**Section 3.** Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or the Builder of said Townhouses to maintain during the period of construction and sale of said Townhouses, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said Townhouses, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

**Section 4.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

**Section 5.** No advertising signs (except one of not more than five square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Property, 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 Townhouse or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of said Property; provided, 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, and of Victorian Village Townhouse Corporation, a non-profit corporation 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 hereinafter set forth.

**Section 6.** All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Townhouses and streets. All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio areas.

**Section 7.** Except in the individual patio areas appurtenant to a Townhouse, no planting or gardening shall be done, and 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 Lots are hereby prohibited and restricted from using any of said Property outside the exterior building lines, patio and carport areas, except 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 of all Owners of Lots in Victorian Village Townhouse Apartments, and is necessary for the protection of said Owners.

**Section 8.** Maintenance, upkeep and repairs of any patio shall be the sole responsibility of the individual owner of the Lot appurtenant thereto and not in any manner the responsibility of the Board of Directors. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area and all exteriors and roofs of the Townhouses, including but not limited to, recreation and parking areas and walks, shall be taken by the Board of Directors or by its duly delegated representative.

**Section 9.** All fixtures and equipment installed within a Townhouse, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Townhouse, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Townhouse or impair any easement or hereditement, nor do any act nor allow any condition to exist which will adversely affect the other Townhouses or their Owners.

**Section 10.** Without prior written approval and the authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Property, nor upon any structure situated upon the Property other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

**Section 11.** No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

**Article XI**  
**EASEMENTS**

**Section 1.** Each Townhouse and the property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the multifamily structure containing two or more Townhouses is partially or totally destroyed, and then rebuilt, the owners of the Townhouses so affected agree that minor encroachments of parts of the adjacent Townhouse units or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

**Section 2.** There is hereby created a blanket easement upon, across, over and under all of said Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said "Townhouses. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association

**ARTICLE XII  
GENERAL PROVISIONS**

to enter in or to cross over the Common Area and any Townhouse to perform the duties of maintenance and repair of the Townhouses or Common Area provided for 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. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on Said Property without conflicting with the terms hereof. The easements provided for in this Article XI shall in no way affect any other recorded easement on said premises.

**Section 3. Underground Electric Service:**

A. Underground single phase electric service shall be available to 197 residential townhouses on the aforesaid 197 lots and to the recreation building to be constructed on the Common Area, and the metering equipment shall be located on the exterior surface of the wall at a point to be designated by the utility company. The utility company furnishing the service shall have a two (2) foot wide easement along and centered on the underground electric power service conductors installed from the utility company's easement to the designated point of service on the townhouse structure.

B. For so long as such underground service is maintained, the electric service to each townhouse and the recreation building shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 50 cycle alternating current.

C. Easements for the underground service may be crossed by driveways and walkways provided the Declarant or Builder makes prior arrangements with the utility company furnishing electric service. Such easements for the underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossing walkways or driveways, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements of the Owner located on the land covered by said easements.

**Section 1. Enforcement.** 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. 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 right to do so thereafter.

**Section 2. Severability.** Invalidation of any one 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.

**Section 3. Amendment.** 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, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the "Lot Owners. Any amendment must be properly recorded in the Deed Records of Harris County, Texas.

**Section 4. 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, shall in all cases be assumed as though in each case fully expressed.

**Section 5. FHA or VA Approval.** As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

**IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 25th day of May, 1967.**

**TOWNHOUSE DEVELOPMENT COMPANY  
a Limited Partnership**

**By /s/ J. H. MacNaughton**

**J. H. MacNaughton, President  
Wesley Development Company  
General Partner**

**ATTEST:**

**/s/ R. W. Carey  
, Secretary**





OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION  
OF

VICTORIAN VILLAGE TOWNHOUSE CORPORATION  
CHARTER NO. 231684

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

Dated JANUARY 19....., 1967....



*John L. Hill*  
Secretary of State

536-64-4217

# ARTICLES OF INCORPORATION AND BY-LAWS



**ARTICLES OF INCORPORATION  
OF  
VICTORIAN VILLAGE TOWNHOUSE CORPORATION**

We, the undersigned natural persons of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

**ARTICLE I**

**NAME**

The name of the Corporation is VICTORIAN VILLAGE TOWNHOUSE CORPORATION.

**ARTICLE II**

**NON-PROFIT:**

The Corporation is a non-profit Corporation.

**ARTICLE III**

**REGISTERED AGENT AND OFFICE**

The street address of the initial registered office of the Corporation is 1323 Bank of the Southwest Building, Houston, Texas 77002, and the name of its initial registered agent at such address is J. H. MacNaughton.

**ARTICLE IV**

**PURPOSES AND POWERS**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

BEING a tract of land containing 20.315 acres, more or less, out of a 58.273 acre tract situated in the County of Harris, State of Texas, and being part of the J. M. Swisher Survey, A-1279, and being bounded on the North by the Southerly line of Spring Branch Valley, the official plat of which is of record in Volume 45 at page 63 of the map records of Harris County, on the East by a line which is 400 feet Westerly of and parallel with the Westerly line of the right-of-way (60 feet wide) for Gessner Road. on the South by the Northerly line of the right-of-way (80 feet wide) for Hammerly Boulevard and on the West by the Westerly line of the projected right-of-way (60 feet wide) for Triway Lane and being more particularly described by metes and bounds as follows:

FROM a 3/4 inch iron pipe marking the intersection of the Westerly line of the right-of-way (60 feet wide) for Gessner Road with the Northerly line of the right-of-way (80 feet wide) for Hammerly Boulevard along said Northerly right-of-way line N.89", 27'58"., 400.00 feet to the point of beginning:

THENCE continuing along the Northerly line of the right-of-way for Hammerly Boulevard N. 38°27'58"w. 1442.55 feet to a point of curvature in the Westerly line of the projected right-of-way (60 feet wide) for Triway Lane;

THENCE in a Northeasterly direction along the arc of a curve to the left, the central angle of which is 85°57'42" the radius of which is 25.00 feet and the long chord of which bears

N47°33'11"E. 34.09 feet, a distance of 37.51 feet to a point on a curve;

THENCE in a Northeasterly direction continuing along the Westerly line of the right-of-way for Triway Lane along the arc of a curve to the right, the central angle of which is 34° 04'42", the radius of which is 330.00 feet and the long chord of which bears N. 2P36'41"E. 193.40 feet, a distance of 196.28 feet to a point of tangency;

THENCE N. 38° 39'02"E. continuing along the Westerly line of the right-of-way for Triway Lane, 340.45 feet to a point for curvature:

THENCE Northerly along the arc of a curve to the left, the central angle of which is 38°21'42", the radius of which is 270.00 feet and the long chord of which bears N. 13°28'11"E. 177.42 feet, a distance of 180.78 feet to a point of tangency;

THENCE. N. 00° 17'20"E., continuing along the Westerly line of the right-of-way for Triway Lane, 72.82 feet to the Southeasterly corner of Lot No. 1, Block F of Spring Branch Valley (the official plat of which is of record in Volume 45 at page 63 of the map records of Harris County);

r THENCE along the Southerly line of said Spring Branch Valley, s. 38°59'00"E., 1078.39 feet to a point which is located N. 38°59'00"w., 4000 feet from a one inch iron pipe in the Westerly line of the right-of-way (60 feet wide) for Gessner Road marking the Northeasterly corner of said 58.273 acre tract;

THENCE along a line which is 400.00 feet Westerly of and parallel with said Westerly right-of-way line for Gessner Road, S. 00°20'42". 721.92 feet to the Point of Beginning and containing 20.315 acres, more or less,

together with such additions as may be hereafter brought within the jurisdiction of the Association, and to promote the health, safety and welfare of the residents within the above described property and any additions there to as may hereafter be brought within the jurisdiction of

this Association by annexation, as provided in Article IX herein. and for this purpose:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the County Clerk of Harris County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) To six, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association:

(d) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas by law may now or hereafter have or exercise,

**ARTICLE V  
MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

**ARTICLE VI  
VOTING RIGHTS**

The Association shall have two classes of voting membership.

Class A: Class A members shall be all those owners as defined in Article V with the exception of the Townhouse Development Company. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article V. When more than one 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 vote be cast with respect to any Lot.

Class B: The Class B member(s) shall be the Townhouse Development Company, the Declarant, (as defined in the Declaration). The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article V. provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on two years from the date hereof.

**ARTICLE VII  
BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of three Directors until the first annual meeting of members, and thereafter by nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Name	Address
J. H. MacNaughton	1323 Bank of the Southwest Bldg. Houston, Texas 77002
R. W. Carey	1323 Bank of the Southwest Bldg. Houston, Texas 77002
Morris H. Sutton	1400 South Post Oak Road Houston, Texas 77027

At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

**ARTICLE VIII  
LIABILITIES**

The highest amount of indebtedness or liability, direct or contingent, to which this Association may be subject at any one time shall not exceed \$70,920.00 while there is a Class B membership, and thereafter shall not exceed 150 percent of its income for the previous fiscal year, provided that additional amounts may be authorized by the assent of two-thirds (2/3) of the membership.

**ARTICLE IX  
ANNEXATION OF ADDITIONAL PROPERTIES**

The Association may, at any time, annex additional residential properties and common areas to the Properties described in Article IV, and so add to its membership under the provisions of Article V, provided that any such annexation shall have the assent of two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any.

**ARTICLE X  
MERGERS AND CONSOLIDATIONS**

To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any

**ARTICLE XI  
AUTHORITY TO MORTGAGE**

Any mortgage by the Association of the Common Area defined in the Declaration shall have the assent of two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the Class B membership, if any.

**ARTICLE XII  
AUTHORITY TO DEDICATE**

The Association shall have power to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by members entitled to cast two-thirds (2/3) of the votes of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any. agreeing to such dedication, sale or transfer.



**BY-LAWS  
OF  
VICTORIAN VILLAGE TOWNHOUSE CORPORATION**

**ARTICLE I  
NAME AND LOCATION**

The name of the Corporation is Victorian Village Townhouse Corporation, hereinafter referred to as the “Association”. The principal office of the Corporation shall be located at 1323 Bank of the Southwest Building, Houston, Texas, but meetings of members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

Section 1. “Association” shall mean and refer to Victorian Village Townhouse Corporation, its successors and assigns.

Section 2. “Properties” shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions for Victorian Village Townhouse Apartments, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. “Lot” shall mean and refer to that portion of any one of the Thirty-one Building locations shown on the plat (“Said Plat”) of Victorian Village Townhouse Apartments filed for record in the office of the County Clerk of Harris County, Texas under Clerk's File No. Volume 145, Page 142 on which there is constructed a single family residential townhouse unit. For all purposes herein it will be considered that said Thirty-one Building sites constitute 197 Lots.

Section 5. “Member” shall mean and refer to every person or entity who holds a membership in the Association.

Section 6. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. “Declarant” shall mean and refer to Townhouse Development Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. “Declaration” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Clerk of Harris County, Texas.

**ARTICLE III  
MEMBERSHIP**

**Section 1. Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

**Section 2. Suspension of Membership.** During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

**ARTICLE IV  
PROPERTY RIGHTS: RIGHTS OF ENJOYMENT**

**Section I.** Each member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the member.

**Section 2.** Irrespective of the fact that Section 1 (b) of Article V of the Declaration gives the Association the right to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area, this right shall not be exercised as to members for a period of five years from the date of the recordation of the Declaration, and after this period, only upon written approval of two-thirds of the entire Class A membership.

**ARTICLE V  
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

**Section 1. Number.** The affairs of this Association shall be managed by a Board of three (3) directors until the first annual meeting, and thereafter by nine (9) directors, who **must** be members of the Association. (*amended 3/14/1996*)

**Section 2. Election.** At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

**Section 3. Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**Section 4. Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 5. Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## **ARTICLE VI MEETINGS OF DIRECTORS**

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

**Section 3. Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## **ARTICLE VII NOMINATION AND ELECTION OF DIRECTORS**

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members **of the Association.** (*amended 3/14/1996*)

**Section 2. Election.** Election to the Board of Directors shall be by secret written ballot cast at the annual meeting. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VIII**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.** The Board of Directors shall have power:

- a) To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- b) To exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- c) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- d) To authorize the officers to enter into one or more management agreements with third parties in order to facilitate efficient operation of the Properties. It shall be the primary purpose of such management agreements to provide for the administration, management, repair and maintenance of the Properties, all improvements included therein and designated as common areas, the roofs and exterior walls of the Townhouses, and the receipt and disbursement of funds as may be authorized by the Board of Directors. The terms of said management agreements shall be as determined by the Board of Directors to be in the best interests of the Corporation, and shall be subject in all respects to the Articles of Incorporation, these By-Laws and the Declaration.

**Section 2. Duties.** It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed
- (c) As more fully provided herein and in the Declaration;
  - (1) to fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article XII, and
  - (2) to send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;

- (d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (e) To procure and maintain adequate liability insurance, to procure adequate hazard insurance on property owned by the Association, and to procure insurance on all Townhouses with the Association, as Trustee for all members, being shown as one of the payees of the proceeds of the insurance, all as the Directors deem advisable.
- (f) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) To cause the Common Area to be maintained; and
- (h) To cause the exterior of the dwellings to be maintained.

## ARTICLE IX COMMITTEES

**Section 1.** The Association shall appoint an Architectural Control Committee as provided in the Declaration and a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes, such as:

**1. A Recreation Committee** which shall advise the Board of Directors on all matters pertaining to the

recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;

**2. A Maintenance Committee** which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Properties, and shall perform such other functions as the Board in its discretion, determine;

**3. A Publicity Committee** which shall inform the members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association; and

**4. An Audit Committee** which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting as provided in Article XI, Section 8(d). The Treasurer shall be an *ex officio* member of the Committee.

**Section 2.** It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

**ARTICLE X**  
**MEETING OF THE MEMBERS**

**Section 1. Annual Meetings.** The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter at the hour of 8:0'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday,

**Section 2. Special Meetings.** Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership or who are entitled to vote one fourth (1/4) of the votes of the Class A membership.

**Section 3. Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty ( 30) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of such notice. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of the meeting.

**Section 4. Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or the By-Laws. If however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 5 Proxies.** At all meetings of members., each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

**ARTICLE XI**  
**OFFICERS AND THEIR DUTIES**

**Section 1 Enumeration of Offices.** The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

**Section 3. Term.** The officers of this association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

**President**

- a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

**Vice-President**

- b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**Secretary**

- c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

**Treasurer**

- d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## ARTICLE XII ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** By the Declaration each member is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, 1/12 of which shall be due monthly, and (2) special assessments for capital improvements. The annual and Special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

**Section 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 residents in the Properties and in particular for the improvement and maintenance of the Properties, services and facilities

devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

**Section 3. Basis and Maximum of Annual Assessments.** Until January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be Three Hundred and Sixty dollars (\$360.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased effective January 1, of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding five years and at the end of each such period of five years, for each succeeding period of five years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(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 maximum, and may collect 1/12 of the annual assessment on a Lot each month from the owner of such Lot.

**Section 4. Method of Computation When Using the Consumer Price Index.** The Consumer Price Index establishes the United States City Average numerical rating for the month of July, 1966 as 113.3. This will be the base rating. To determine the percentage to be applied to the maximum annual assessment for each subsequent year, divide this base rating into the numerical rating established by the Consumer Price Index for the month of July preceding the proposed assessment year. This adjustment percentage, if in excess of 100 percentum, is multiplied by the original maximum annual assessment to obtain the maximum assessment for the subsequent year.

**Section 5. Special Assessments for Capital Improvements.** In addition to the annual assessments 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 cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

**Section 6. Uniform Rate.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Section 7. Quorum for Any Action Authorized Under Sections 3 and 5.** At the first meeting called, as provided in Sections 3 and 5 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 8. Date of Commencement of Annual Assessments: Due Dates.** The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 9. Effect of Non-Payment of Assessments:** Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

**Section 10. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. 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 became due prior to such sale or transfer.

No sale or transfer shall relieve such Lot 1 from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 11. Exempt Property.** The following property subject to the Declaration shall be exempt from the

assessments created therein: (a) all properties dedicated to and accepted by a local public authority, (b) the Common Area, and, (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

### **ARTICLE XIII BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

### **ARTICLE XIV CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: Victorian Village Townhouse Corporation -- Texas.

### **ARTICLE XV AMENDMENTS**

**Section 1.** These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

**Section 2.** In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XVI  
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF we, being all of the directors of the Victorian Village Townhouse Corporation, have hereunto set our hands this 10th day of April, 1967.

/s/ Robert W. Carey

/s/ J. H. MacNaughton

/s/ Morris H. Sutton

**CERTIFICATION**

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Victorian Village Townhouse Corporation, a Texas corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at the meeting of the Board of Directors thereof, held on the 10th day of April, 1967.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 10th day of April, 1967.

/s/ R. W. Carey

Secretary







# ***Victorian Village***

## **TOWNHOUSE CORPORATION**

### **Contributors to the 1993 *Guidebook***

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**CLUBHOUSE AVAILABLE**  
**(TO ALL OWNERS AND RESIDENTS)**  
**RECENTLY REMODELLED!**

**FOR:**

**WEDDING RECEPTIONS**  
**BIRTHDAY PARTIES**  
**GRADUATION PARTIES**  
**HANUKKAH CELEBRATIONS**  
**CHRISTMAS PARTIES**  
**NEW YEAR'S EVE/DAY PARTIES**

**AVAILABLE WITH RENTAL:**

**BALLROOM WITH PROFESSIONAL DANCE-FLOOR**

**FULL KITCHEN FACILITIES (SINK, REFRIGERATOR, OVEN, AND  
PREPARATION COUNTERS)**

**BAR AREA IN UPSTAIRS ENTRANCE**

**POOL TABLES, PING-PONG TABLE**

**SEE PAGE 16 FOR RENTAL DETAILS!**