

# Creekwood Village Homeowners Association, Inc.

Architectural Guidelines



**PRESTIGE  
ASSOCIATION**  
Management Group



## Creekwood Village Condominiums

### REQUEST FOR HOME IMPROVEMENT APPROVAL

In an effort to provide and protect each individual Homeowner's rights and values, it is required that any Homeowner or group of owners considering improvements and/or changes to their home or the Architectural Review Committee for planned improvements and/or changes. If any change is made that has not been approved, the Association has the right to ask the Homeowner to remove the improvement(s) and/or change(s) from the property.

Please fill out this form in COMPLETE detail.

Date: \_\_\_\_\_

Name of Owner \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Subdivision: \_\_\_\_\_

Type of improvement/change proposed:

Painting:

Color of Brick \_\_\_\_\_

Color to be used for: (include samples for each area)

Main portion of house \_\_\_\_\_

(Including garage doors)

Trim \_\_\_\_\_

(Soffit, fascia boards, window trim)

Accents \_\_\_\_\_

(Shutters, window hoods, doors)

Basketball Goal:

Must submit:

1. Lot survey with location of the basketball goal indicated
2. Description
  - a. Color of net, pole/base and backboard
  - b. If garage mounted, state color of supports and how attached to roof.

Structures:

**IF YOU ARE BUILDING A STRUCTURE WITH WALLS AND A ROOF, YOU MUST INCLUDE AN ELEVATION DRAWING SHOWING THE DIMENSIONS OF THE STRUCTURE, ESPECIALLY THE HEIGHT.**



Must submit:

1. Lot survey with the location of the structure indicated
2. Type of materials to be used
3. Dimensions of structure, i.e., height, width and length
4. Samples of roofing material and paint
5. See Attachments

Other:

1. Include brochure/photos
2. Lot survey if being installed in your yard (sprinkler system/lighting)
3. Material sample

Please sign:

*I understand that the Association's Architectural Review Committee will act on this request as quickly as possible and contact me regarding their decision. I agree not to begin property improvements/changes until the Architectural Review Committee notifies me of their approval.*

**I understand and agree that it is the duty of the Owner and any contractor or consultant employed by the Owner to determine that the proposed improvements is structurally, mechanically, and otherwise safe, and that it is designed and will be constructed in accordance with the Covenants and Restrictions applicable to the Lot. I agree that neither the Association, or any Director, Officer, Committee, Managing Agent, or member or employee thereof (the "Indemnified Parties"), shall be liable for damages or otherwise because of the approval or non-approval of this application or any facet thereof. I hereby release, indemnify and hold harmless the Indemnified Parties harmless from any claim, liability, damage, suit and attorney's fees arising out of any action or omission of any of the Indemnified Parties with regard to the application and in regard to the design plan review, construction or inspection of the proposed improvements, including any claims, liability, damages, suits and attorney's fees resulting from the negligent acts of one or more of the Indemnified Parties.**

\_\_\_\_\_  
Signature of Homeowner

\_\_\_\_\_  
Proposed Construction Start Date

\_\_\_\_\_  
Proposed Completion Date

# Creekwood Village Homeowners Association, Inc.

Articles of Incorporation



**PRESTIGE  
ASSOCIATION**  
Management Group

ARTICLES OF INCORPORATION  
OF  
CREEKWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

FILED  
In the Office of the  
Secretary of State of Texas

FEB 20 1981

CLERK I C  
Corporation Division

We, the undersigned natural persons of the age of eighteen (18) years of more, at least two (2) 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 ONE

NAME

The name of the corporation is CREEKWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE TWO

NONPROFIT CORPORATION

The corporation is a nonprofit corporation.

ARTICLE THREE

DURATION

The period of its duration is perpetual.

ARTICLE FOUR

PURPOSES

The purposes for which the corporation is organized are:

(a) To operate and maintain a condominium project at Tangle Brush Drive, Woodlands, Texas , pursuant to Texas Revised Civil Statutes, Article 1301a.

(b) The general purposes and powers are to have and exercise all rights and powers conferred on nonprofit corporations under the laws of Texas, or which may hereinafter be conferred, including the power to contract, rent, buy or sell personal or real property; provided however, that this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation.

(c) To make and perform contracts of every kind for any lawful purpose without limit as to amount, with any person, firm, association, corporation, municipality, state, government or municipal or political subdivision.

(d) To do all other acts necessary or expedient to the administration of the affairs and attainment of the purposes of this corporation.

This corporation is organized pursuant to the Texas Non-Profit Corporation Act and does not contemplate pecuniary gain or profit to the members thereof and is organized for non-profit purposes.

## ARTICLE FIVE

### INITIAL REGISTERED AGENT AND OFFICE

The corporation's initial registered agent for service of process shall be Harris Lieberman. The street address of the initial registered agent's office shall be: 5757 Woodway Drive, Suite 110, Houston, Texas 77057.

## ARTICLE SIX

### PROHIBITED ACTIVITIES

No part of the net earnings of the corporation shall inure to the benefit of any Director of the corporation, officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting on or more of its purposes), and no Director or officer of the corporation, or any private individual shall be entitled to share the distribution of any of the corporate assets on dissolution of the corporation. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

Notwithstanding any other provisions of these Articles of Incorporation, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, or by an organization, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code and Regulations as they now exist or as they may hereafter be amended.

#### ARTICLE SEVEN

#### DISSOLUTION

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation, in such manner or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Court having requisite jurisdiction

in the county in which the principal office of the corporation is then located, exclusively for such purposes to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

IN WITNESS WHEREOF, we hereunto set our hands this the ----- day of -----, 19-----.

#### ARTICLE EIGHT

##### BOARD OF DIRECTORS

The number of directors constituting the initial board of directors of the corporation is three, and the names and addresses of the persons who are to serve as the initial board directors are:

HARRIS LIEBERMAN	5757 Woodway Drive, Suite 110 Houston, Texas 77057
LARRY WHITE	5757 Woodway Drive, Suite 110 Houston, Texas 77057
W.F. NELSON	2201 Timberloch Place The Woodlands, Texas 77730

#### ARTICLE NINE

##### INCORPORATORS

The name and street address of each incorporator is:

HARRIS LIEBERMAN	5757 Woodway Drive, Suite 110 Houston, Texas 77057
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LARRY WHITE

5757 Woodway Drive, Suite 110  
Houston, Texas 77057

W.F. NELSON

2201 Timberloch Place  
The Woodlands, Texas 77730

IN WITNESS WHEREOF, we have hereunto set our hands,  
this 12th day of February, 1981.

  
-----  
HARRIS LIEBERMAN

  
-----  
LARRY WHITE

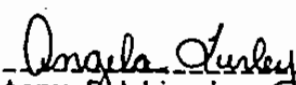
  
-----  
W.F. NELSON

THE STATE OF TEXAS

COUNTY OF HARRIS

I, Angela Turley, a notary public, do hereby certify that on the 12th day of February, 1981, personally appeared HARRIS B. LIEBERMAN, who being by me first duly sworn, severally declared that he is the person who signed the foregoing document as an incorporator, and that the statements therein contained are true.

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

  
-----  
Notary Public in and for  
Harris County, Texas

My Commission Expires: 7-15-84

Name Angela Turley

THE STATE OF TEXAS

COUNTY OF HARRIS

I, Angela Turley, a notary public, do hereby certify that on the 12th day of February, 1981, personally appeared LARRY WHITE, who being by me first duly sworn, severally declared that he is the person who signed the foregoing document as an incorporator, and that the statements therein contained are true.

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

Angela Turley  
Notary Public in and for  
Harris County, Texas

My commission expires: 7-15-84

Name Angela Turley  
ANGELA TURLEY  
Notary Public, State of Texas  
My Commission Expires 7-15-84

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

I, Jane V. Dunlan, a notary public, do hereby certify that on the 12<sup>th</sup> day of February, 1981, personally appeared W.F. NELSON, who being by me first duly sworn, severally declared that he is the person who signed the foregoing document as an incorporator, and that the statements therein contained are true.

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

Jane V. Dunlan  
Notary Public in and for  
Montgomery County, Texas

My commission expires: 10/26/81

Name JANE V. Dunlan

# Creekwood Village Homeowners Association, Inc.

Budget



**PRESTIGE  
ASSOCIATION**  
Management Group

**Creekwood Village Homeowners Association, Inc.**  
**Annual Budget Report**  
**6/6/2025**

Accounts	2025 Budget
<b>Income:</b>	
4100 - Late Fees	\$5,500.00
4105 - Delinquent Interest	\$2,500.00
4140 - Maintenance Fee	\$1,123,084.80
4160 - Interest	\$1,200.00
4180 - Attorney Fees	\$9,000.00
4900 - Reimbursement to the Assoc	\$3,000.00
<b>Total Income:</b>	<b>\$1,144,284.80</b>
<b>Expense:</b>	
5010 - Management Fees	\$46,620.00
5125 - Petty Cash	\$2,000.00
5135 - Other Administrative	\$3,000.00
5170 - Equipment	\$1,000.00
5200 - Maintenance and Repair	\$178,000.00
5201 - Concrete Repair	\$10,000.00
5204 - Water Damage Repair	\$2,575.00
5205 - Fence Repairs	\$1,000.00
5208 - Roof	\$76,000.00
5210 - Painting & Decorating	\$15,000.00
5211 - Balcony	\$25,000.00
5212 - Maintenance Supplies	\$1,200.00
5215 - Gutter Repairs	\$1,500.00
5220 - Grounds Maintenance	\$60,000.00
5222 - Fuel	\$500.00
5240 - Garden/Landscape	\$2,500.00
5241 - Tree trimming	\$4,000.00
5245 - Irrigation Repairs	\$2,500.00
5250 - Plumbing Repairs	\$25,000.00
5270 - Building Supplies	\$1,000.00
5275 - Roof Repairs	\$5,000.00
5280 - Electrical Repairs	\$6,000.00
5291 - Onsite Maintenance/Porter Salaries	\$52,500.00
5300 - Electricity	\$15,000.00
5310 - Water & Sanitation	\$54,000.00
5320 - Trash Collection	\$6,000.00
5330 - Natural Gas	\$27,000.00
5391 - Pest Control	\$7,000.00
5413 - Federal Income Tax	\$150.00
5416 - Property Taxes	\$1,000.00
5420 - Reserve	\$55,577.00
5440 - Legal	\$2,500.00
5441 - Accounting	\$300.00

**Creekwood Village Homeowners Association, Inc.**  
**Annual Budget Report**  
**6/6/2025**

<b>Accounts</b>	<b>2025 Budget</b>
5442 - Fees & Permits	\$1,000.00
5443 - Insurance	\$357,750.00
5600 - Transfer of Funds	\$28,077.00
5601 - TOF-Capital Improvements	\$28,077.00
5903 - Capital Balcony	\$28,958.80
5905 - Capital Subfloor	\$10,000.00
<b>Total Expense:</b>	<b>\$1,144,284.80</b>
<b>Budget Difference:</b>	<b>\$0.00</b>

# Creekwood Village Homeowners Association, Inc.

Bylaws



**PRESTIGE  
ASSOCIATION**  
Management Group

BY-LAWS  
OF  
CREEKWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Members – (Unit Owners)

SECTION 1. Eligibility. The Members of Creekwood Village Homeowners Association, Inc., a Texas nonprofit Corporation, shall consist of the respective Unit Owners of the Property known as Creekwood Village Condominiums, located at Tangle Brush Drive, Woodlands, Texas , in accordance with the respective percentages of ownership interest in the Common Elements with the respective Property owned by the respective Unit Owners (these and other terms are used in the By-Laws as they are defined in the Declaration of Condominium for Creekwood Village, which Declaration is recorded in the Office of the County Clerk of Montgomery County, Texas. The word “member” or “members” as used in these By-Laws means and shall refer to “Unit Owner” or “Unit Owners”, as the case may be, as defined in the Declaration). If a Unit Owner is a corporation or partnership, the member may be an officer, partner or employee of such Unit Owner.

SECTION 2. Succession. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interests.

SECTION 3. Regular Meetings. The first regular annual meeting of Unit Owners (the “First Meeting”) may be held , subject to the terms hereof, on any date, at the option of the Board; provide, however, that said First Meeting shall be held not less than thirty (30) days and not more than one hundred twenty (120) days after the earlier to occur of January 1, 1983, or the date on which this Declarant has sold and delivered its deed for at least 51% of the undivided ownership of the Common Elements, as set forth in Exhibit “C” and “E” of the Declaration. Subsequent to the Frist Meeting, there shall be a regular annual meeting of Unit Owners held each year on a date which is within thirty (30) days of the anniversary of the First Meeting. All

EXHIBIT F

such meetings of Unit Owners shall begin at a reasonable hour and shall be held at such place in Montgomery County, Texas and on such date as may be specified in a written notice of the meeting, which shall be given to all Unit Owners at least ten (10) days prior to the date of the meeting.

SECTION 4. Special Meetings. Special meetings of the Unit Owners may be called by the President or by a majority of the directors of the Board, or by Unit Owners having at least two-fifths (2/5) of the votes entitled to be at such meeting. Said special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days prior to the date of said meeting, stating the date, time and place of said special meeting and the matters to be considered.

SECTION 5. Delivery of Notice of Meetings. Notices of meeting may be delivered either personally or by mail to a Unit Owner at the address given to the Board by said Unit Owner for such purpose, or to the Unit Owner's Unit, if no address for such purpose has been given to the Board.

SECTION 6. Waiver of Notice. Any Unit Owner may at any time waive notice of any meetings of the Unit Owner in writing, and such waiver shall be deemed equivalent to the giving of such notice.

SECTION 7. Voting. The aggregate number of votes for all Unit Owners shall be one hundred (100), and shall be divided among the respective Unit Owners, in accordance with their respective percentages of Ownership interest in the Common Elements. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. The Declarant may exercise the voting rights with respect to Units owned by it.

SECTION 8. Quorum. A Quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.

SECTION 9. Proxies. A Unit Owner may vote by proxy at any meeting of Unit Owners, provided such proxy is in writing and signed by the Unit Owner or his duly authorized attorney-in-fact. All such proxies shall be filed with the Secretary and shall be retained in the records of the Association.

SECTION 10. Votes in the Event of Multiple Ownership of a Unit. In the event a Unit is owned by more than one person, if such persons cannot agree upon the exercise of their right to vote pursuant to these By-Laws, each person shall have a fractional vote based upon his fractional share of ownership of that Unit. A co-owner of a Unit may permit the other co-owner of the Unit to vote his interest by furnishing to the other co-owner with a proxy. In the absence of any co-owner, a vote for the whole Unit cast by a co-owner shall be held to be a valid proxy of the absent co-owner, unless challenged at the time the vote is cast.

SECTION 11. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows, to the extent required:

- (a) Roll call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meetings;
- (d) Reports of officers;
- (e) Reports of Board of Directors;
- (f) Report of committees;
- (g) Election of members of the Board of Directors;
- (h) Unfinished business;
- (i) New business;
- (j) Adjournment.

## ARTICLE II

### Board of Directors

SECTION 1. Number, Election and Term of Office. The Board of Directors of the Association (referred to herein as the "Board") shall consist of three (3) members (hereinafter referred to as "directors). Directors shall be elected at the regular annual meeting of Association members by the vote of Unit Owners, except that the directors listed in the Articles of Incorporation of the Association (hereinafter called "members of the First Board") shall be appointed by the Declarant. Those candidates for election as director receiving the greatest percentage of votes cast either in person or by proxy at the meeting shall be elected. Subject to the provisions of the last two sentences of this paragraph, the members of the First Board shall serve until the first regular meeting of members held after January 1, 1983. At such meeting, a new Board consisting of three directors shall be elected by the Unit Owners; one member of such Board shall hold office for a term of one year and until his successor shall be elected and qualified, one other member of such board shall hold office for a term of two years and until his successor shall be elected and qualified, and one other member of such board shall hold office for a term of three years and until his successor shall be elected and qualified. Thereafter, every director shall hold office for the term of three years and until his successor shall be elected and qualified. Upon the sale by the Declarant of Units which correspond, in the aggregate, to 51% of the undivided ownership of the Common Elements, as set forth in Exhibit "C" and "E", of the Declaration, Unit Owners other than Declarant shall be entitled to elect one director at a regular or special meeting of members and simultaneously with the election as such director, one member of the First Board, to be selected by Declarant, shall resign. Upon the sale by the Declarant of Units which correspond, in the aggregate, to 90% of the Undivided ownership of the Common Elements, as set forth in Exhibit "C" of the Declaration, Unit Owners other than Declarant shall be entitled to elect one additional director at a regular or special meeting of the members, and simultaneously with election as such director, one additional member of the First board, to be selected by Declarant shall resign.

SECTION 2. Qualification. Except for members of the First Board, each director shall be a Unit Owner or the spouse of a Unit Owner (or, if a Unit Owner is a trustee of a trust, a director may be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, a director may be an officer, partner or employee of such Unit Owner or beneficiary). If a director shall cease to meet such qualification during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

SECTION 3. Vacancies. Any vacancy occurring in the Board shall be filled by a majority vote of the remaining members thereof, except that a vacant position on the Board which was last filled by a member of the First Board may be filled by a person appointed by the Declarant. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director whom he succeeds.

SECTION 4. Meetings. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Unit Owners. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each director, delivered personally or by mail or telegram. Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A director's attendance at a meeting shall constitute his waiver of notice of said meeting.

Total undivided ownership of the common elements. Failure to attend three consecutive meetings of the Board shall be deemed to be cause for removal. Any member of the Board of Directors whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at this meeting.

SECTION 6. Compensation. Directors shall receive no compensation for their services as directors, unless expressly provided for in resolutions duly adopted by a majority of the Unit Owners.

SECTION 7. Quorum. Two (2) directors shall constitute a quorum.

SECTION 8. Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

SECTION 9. Powers and Duties. The Board shall have the following powers and duties:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association and the Property;
- (c) to engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve; provided, however, that the First Board, appointed as provided herein, shall have authority to ratify and approve a management agreement between the Association and a management corporation, which may be a corporation related to the Declarant, to act as Managing Agent for the Property, the initial contract not to exceed three (3) years;
- (d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;
- (e) to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;

- (f) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or Managing Agent;
- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);
- (h) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;
- (i) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- (j) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;
- (k) to enter into any lease or purchase agreement for the lease or purchase of premises suitable for use as custodian apartments, upon such terms as the Board may approve;

- (l) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Unit Owners (as said majority is defined in Paragraph 1.(n) of the Declaration), as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;
- (m) to enter such contracts and agreements relating to the providing of maintenance management and operational services outside the Property and for the providing of heated and pumped domestic water to improvements on the Property as the Board may deem advisable;
- (n) to enter such leases of portions of the Common Elements as the Board may deem advisable;
- (o) to exercise all other powers and duties of the Council of Co-Owners or Unit Owners as a group referred to in the Act, and all powers and duties of a Board of Directors referred to in the Declaration or these By-Laws;
- (p) purchasing or leasing or otherwise acquiring in the name of the Board of Directors or its designee corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their owners to the Board of Directors;
- (q) purchasing of Units at foreclosures or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners;

- (r) selling, leasing, mortgaging, voting the votes pertinent to (other than for election of members of the Board of Directors), or otherwise dealing with Units acquired by and subleasing Units leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit Owners; and
- (s) obtaining of insurance for the Property, including the Units, pursuant to provisions in the Declaration of Condominium for Creekwood Village.

SECTION 10. Non-Delegation. Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which have been reserved or retained by the Declarant, or which, by law, have been delegated to the Unit Owners.

### ARTICLE III

#### Officers

SECTION 1. Designation. At each regular annual meeting of the Board, the directors present at said meeting shall elect the following officers of the Association by a majority vote.

- (a) a President who shall be a director and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.
- (b) a Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Managing Agent;

- (c) A Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and
- (d) Such additional officers as the Board shall see fit to elect.

SECTION 2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

SECTION 3. Term of Office. Each officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified.

SECTION 4. VACANCIES. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members hereof at a special meeting of said Board. An officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by vote of two-thirds (2/3) of the total membership of the Board at a special meeting thereof.

SECTION 5. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by a majority of the Unit Orders.

SECTION 6. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including but not limited to salaries, wages, payroll taxes,

legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other common expense. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall also take into account the estimated net available cash income for the year from the lease, operation or use of the Common Elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board. The annual budget shall not require an assessment of Unit Owners for common expenses in an amount exceeding one hundred ten percent (110%) of the common expenses for the preceding year unless such budget is approved by a majority vote of Unit Owners.

SECTION 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner, not later than thirty (30) days prior to the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget; provided, however, that the Declarant's obligation to make such payments shall be subject to the provisions of Paragraph 10. of the Declaration. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Unit Owner shall pay his monthly assessment on or before the first day of each month to the Managing Agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessment by abandoning or not using his Unit, the Common Elements, or the Limited Common Elements.

SECTION 3. Partial Year or Month. For the first fiscal year, the annual budget shall be as approved by the First Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date that a Unit Owner acquires ownership of his Unit, each Unit Owner, shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the Board.

SECTION 4. Annual Report. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable the Board shall cause to be furnished to each Unit Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

SECTION 5. Supplemental Budget. In the even that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner and thereupon a supplemental assessment shall be made on each Unit Owner for his proportionate share of such supplemental budget.

SECTION 6. Expenditures. Except for the Management Agreement described in Article II, Section 8. (c) hereof, and expenditures and contracts specifically authorized by the Declaration and By-Laws, the Board shall not approve any expenditure in excess of Twenty-five Thousand Dollars (\$25,000.00), unless required for emergency repair, protection or operation of the Common Elements or limited Common Elements, nor enter any contract for more than five (5) years without the prior approval of two-thirds (2/3) of the total ownership of the Common Elements.

SECTION 7. Lien. It shall be the duty of every Unit Owner to pay his proportionate share of the common expenses, as provided in the Declaration, and as assessed in the manner herein provided.

If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof together with interest thereon at the maximum lawful rate of interest per annum after said common expenses become due and payable, shall constitute a lien, as provided in the Declaration, enforceable by the Board, on the interest of such Unit Owner in the Property; provided, however, that such lien shall be subordinate to the lien of a prior recorded first Mortgage on the interest of such Unit Owner, except for the amount of the proportionate share of common expenses which are due and payable from and after the date on which such Mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security) or files suit to foreclose its Mortgage or cause a receiver to be appointed to take possession of the Unit. The provisions of this paragraph of this Section 7 shall not be amended, changed, modified or rescinded in any way without the prior written consent of all holders of record or Mortgages against Units.

The Association or its successors and assigns, or the Board or its agents, shall have the right to maintain a suit to foreclose any such lien for unpaid assessments, and there shall be added to the amount due the costs of said suit and other fees and expenses, together with interest and reasonable attorney's fees to be fixed by the court. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Declaration or these By-Laws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

In addition to the lien, a late charge of not more than \$25.00 shall be due in the event the assessments have not been paid prior to the 15<sup>th</sup> day after the date which such assessment was due.

SECTION 8. Records and Statements of Account. The Board shall cause to be kept the records required by the Act and detailed and accurate records of the receipts and expenditures affecting the Common Elements and Limited Common Elements, specifying, and itemizing the common expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

The Board shall, upon receipt of ten (10) days' written notice to it or the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

SECTION 9. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Property or the Common elements, rather than a lien against only a particular Unit ownership. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorney's fees, incurred by reason of such lien.

SECTION 10. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein and in the Declaration, and (except for such a special assessments as may be levied hereunder and under the Declaration against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit        of the Declaration.

## ARTICLE V

### Use and Occupancy Restrictions

SECTION 1. General. Each Unit Owner shall comply with the use and occupancy restrictions set forth in the Declaration and The Woodlands Covenants. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgement of the Board cause unreasonable noise or disturbance to other.

SECTION 2. Use by Declarant. During the period of sale by the Declarant of any Units, the Declarant and its agents, employees, contractors and sub-contractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from the Buildings and Property as may be required for purposes of said sale of Units. While the Declarant owns any of the Units and until each Unit owned by it is occupied by the purchasers, the Declarant and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units as a sales office, and may maintain customary signs in connection therewith.

## ARTICLE VI

### Contractual Powers

No contract or other transaction between the Association and one or more of its directors or between this corporation and any corporation, firm or association in which one or more of the directors of this corporation are directors, or are financially interested, is void or voidable because such director or directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

- (a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such director or directors; or
- (b) the contract or transaction is just and reasonable as to the corporation at the time it is authorized or approved.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves, or ratifies a contract or transaction.

## ARTICLE VII

### Amendments

Any modification or amendment of these By-Laws shall be made only upon a majority vote of the members of such majority being determined by references to Exhibit "C" and "E" of the Declaration. Such amendment shall be maintained in the corporate records of the Association.

## ARTICLE VIII

### Indemnification

Section 1. General. The Association may indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association, and the Board, and Declarant, against all contractual and other liabilities to others arising out of contracts made by or other acts of such directors, Board, officers, committee members, or Declarant, on behalf of the Unit Owners, or arising out of their status as directors, Board, officers, committee members, or Declarant, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fee, amounts of judgements paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other in which any such director, officer, Board, committee member, or Declarant; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member, or Declarant, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is no reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee, member, or Declarant.

SECTION 2. Success on Merits. To the extent that the Declarant or a member of the Board of Directors or any officer of the Association or a member of any committee

appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section I., or in defense of any claim, issue mor matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

SECTION 3. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of any undertaking by or on behalf of the person or entity seeding such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VIII.

SESECTION 4. Miscellaneous. The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article; provided, however, that the liability of any Unit Owner arising out of any contract made by or other such acts of the directors, Board, officers, members of such committees, or Declarant, or out of the aforesaid indemnity in favor of the director, Board, officers, members of such committees, or Declarant, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the directors, Board, officers, members of such committees, or Declarant or by the Managing Agent on behalf of the Unit Owners shall provide that the directors, Board, officers, members of such committees, Declarant or the Managing Agent, as the case may be, are acting only as agents for the Unit Owners and shall have nor personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest of all Unit Owners in the Common Elements. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statue, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his official capacity and as in action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be Declarant or a member of the Board of Directors, officer of the Association or a member of such

committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

## ARTICLE IX

### Definition of Terms

The terms used in these By-Laws, to the extent they are defined in said Declaration, shall have the same definition as set forth in the Declaration of Condominium for Creekwood Condominiums recorded in the office of the County Clerk of Montgomery County, Texas, as the same may be amended from time to time. The term "member", as used in these By-Laws, means "Unit Owner" as defined in the Declaration.

In the event of any conflict between the terms and provisions of these By-Laws and the Declaration, the provisions of the Declaration shall control. These By-Laws shall not be amended or altered in any manner inconsistent with the Declaration.

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BY-LAWS

064-01-0864

OF

CREEKWOOD VILLAGE HOME OWNERS ASSOCIATION, INC.

ARTICLE I

Members - (Unit Owners)

SECTION 1. Eligibility. The Members of Creekwood Village Homeowners Association, Inc., a Texas nonprofit Corporation, shall consist of the respective Unit Owners of the Property known as Creekwood Village Condominiums, located at Tangle Brush Drive, Woodlands, Texas, in accordance with the respective percentages of ownership interest in the Common Elements with the respective Property owned by the respective Unit Owners (these and other terms are used in these By-Laws as they are defined in the Declaration of Condominium for Creekwood Village, which Declaration is recorded in the Office of the County Clerk of Montgomery County, Texas. The word "member" or "members" as used in these By-Laws means and shall refer to "Unit Owner" or "Unit Owners", as the case may be, as defined in the Declaration). If a Unit Owner is a corporation or partnership, the member may be an officer, partner or employee of such Unit Owner.

SECTION 2. Succession. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interests.

SECTION 3. Regular Meetings. The first regular annual meeting of Unit Owners (the "First Meeting") may be held, subject to the terms hereof, on any date, at the option of the Board; provided, however, that said First Meeting shall be held not less than thirty (30) days and not more than one hundred twenty (120) days after the earlier of January 1, 1983, or the date on which this Declarant has sold and delivered its deed for at least 51% of the undivided ownership of the Common Elements, as set forth in Exhibit "C" and "E" of the Declaration. Subsequent to the First Meeting, there shall be a regular annual meeting of Unit Owners held each year on a date which is within thirty (30) days of the anniversary of the First Meeting. All

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such meetings of Unit Owners shall begin at a reasonable hour and shall be held at such place in Montgomery County, Texas, and on such date as may be specified in a written notice of the meeting, which shall be given to all Unit Owners at least ten (10) days prior to the date of the meeting.

SECTION 4. Special Meetings. Special meetings of the Unit Owners may be called by the President or by a majority of the directors of the Board, or by Unit Owners having at least two-fifths (2/5) of the votes entitled to be at such meeting. Said special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days prior to the date of said meeting, stating the date, time and place of said special meeting and the matters to be considered.

SECTION 5. Delivery of Notice of Meetings. Notices of meetings may be delivered either personally or by mail to a Unit Owner at the address given to the Board by said Unit Owner for such purpose, or to the Unit Owner's Unit, if no address for such purpose has been given to the Board.

SECTION 6. Waiver of Notice. Any Unit Owner may at any time waive notice of any meetings of the Unit Owner in writing, and such waiver shall be deemed equivalent to the giving of such notice.

SECTION 7. Voting. The aggregate number of votes for all Unit Owners shall be one hundred (100), and shall be divided among the respective Unit Owners, in accordance with their respective percentages of Ownership interest in the Common Elements. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. The Declarant may exercise the voting rights with respect to Units owned by it.

SECTION 8. Quorum. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.

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SECTION 9. Proxies. A Unit Owner may vote by proxy at any meeting of Unit Owners, provided such proxy is in writing and signed by the Unit Owner or his duly authorized attorney-in-fact. All such proxies shall be filed with the Secretary and shall be retained in the records of the Association.

SECTION 10. Votes in the Event of Multiple Ownership of a Unit. In the event a Unit is owned by more than one person, if such persons cannot agree upon the exercise of their right to vote pursuant to these By-Laws, each person shall have a fractional vote based upon his fractional share of ownership of that Unit. A co-owner of a Unit may permit the other co-owner of the Unit to vote his interest by furnishing to the other co-owner with a proxy. In the absence of any co-owner, a vote for the whole Unit cast by a co-owner shall be held to be a valid proxy of the absent co-owner, unless challenged at the time the vote is cast.

SECTION 11. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows, to the extent required:

- (a) Roll call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meetings;
- (d) Reports of officers;
- (e) Report of Board of Directors;
- (f) Report of committees;
- (g) Election of members of the Board of Directors;
- (h) Unfinished business;
- (i) New business;
- (j) Adjournment.

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ARTICLE II

Board of Directors

SECTION 1. Number, Election and Term of Office.

The Board of Directors of the Association (referred to herein as the "Board") shall consist of three (3) members (hereinafter referred to as "directors"). Directors shall be elected at the regular annual meeting of Association members by the vote of Unit Owners; except that the directors listed in the Articles of Incorporation of the Association (hereinafter called "members of the First Board") shall be appointed by the Declarant. Those candidates for election as director receiving the greatest percentage of votes cast either in person or by proxy at the meeting shall be elected. Subject to the provisions of the last two sentences of this paragraph, the members of the First Board shall serve until the first regular meeting of members held after January 1, 1983. At such meeting, a new Board consisting of three directors shall be elected by the Unit Owners; one member of such Board shall hold office for a term of one year and until his successor shall be elected and qualified, one other member of such board shall hold office for a term of two years and until his successor shall be elected and qualified, and one other member of such board shall hold office for a term of three years and until his successor shall be elected and qualified. Thereafter, every director shall hold office for the term of three years and until his successor shall be elected and qualified. Upon the sale by the Declarant of Units which correspond, in the aggregate, to 51% of the undivided ownership of the Common Elements, as set forth in Exhibit "C" and "E", of the Declaration, Unit Owners other than Declarant shall be entitled to elect one director at a regular or special meeting of members and simultaneously with the election of such director, one member of the First Board, to be selected by Declarant, shall resign. Upon the sale by the Declarant of Units which correspond, in the aggregate, to 90% of the Undivided ownership of the Common Elements, as set forth in Exhibit "C" of the Declaration, Unit Owners other than Declarant shall be entitled to elect one additional director at a regular or special meeting of the members, and simultaneously with election of such director, one additional member of the First Board, to be selected by Declarant shall resign.

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SECTION 2. Qualification. Except for members of the First Board, each director shall be a Unit Owner or the spouse of a Unit Owner (or, if a Unit Owner is a trustee of a trust, a director may be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, a director may be an officer, partner or employee of such Unit Owner or beneficiary). If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

SECTION 3. Vacancies. Any vacancy occurring in the Board shall be filled by a majority vote of the remaining members thereof, except that a vacant position on the Board which was last filled by a member of the First Board may be filled by a person appointed by the Declarant. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director whom he succeeds.

SECTION 4. Meetings. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Unit Owners. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each director, delivered personally or by mail or telegram. Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A director's attendance at a meeting shall constitute his waiver of notice of said meeting.

total undivided ownership of the Common Elements. Failure to attend three consecutive meetings of the Board shall be deemed to be cause for removal. Any member of the Board of Directors whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at this meeting.

SECTION 6. Compensation. Directors shall receive no compensation for their services as directors, unless expressly provided for in resolutions duly adopted by a majority of the Unit Owners.

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SECTION 7. Quorum. Two (2) directors shall constitute a quorum.

SECTION 8. Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

SECTION 9. Powers and Duties. The Board shall have the following powers and duties:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association and the Property;
- (c) to engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve; provided, however, that the First Board, appointed as provided herein, shall have authority to ratify and approve a management agreement between the Association and a management corporation, which may be a corporation related to the Declarant, to act as Managing Agent for the Property, the initial contract not to exceed three (3) years.
- (d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;
- (e) to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;

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- (f) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or Managing Agent;
- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);
- (h) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;
- (i) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- (j) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;
- (k) to enter into any lease or purchase agreement for the lease or purchase of premises suitable for use as custodian apartments, upon such terms as the Board may approve;

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- (l) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Unit Owners (as said majority is defined in Paragraph 1.(n) of the Declaration), as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;
- (m) to enter such contracts and agreements relating to the providing of maintenance management and operational services outside the Property and for the providing of heated and pumped domestic water to improvements on the Property as the Board may deem advisable;
- (n) to enter such leases of portions of the Common Elements as the Board may deem advisable;
- (o) to exercise all other powers and duties of the Council of Co-Owners or Unit Owners as a group referred to in the Act, and all powers and duties of a Board of Directors referred to in the Declaration or these By-Laws;
- (p) purchasing or leasing or otherwise acquiring in the name of the Board of Directors or its designee corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their owners to the Board of Directors;
- (q) purchasing of Units at foreclosures or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners;

- (r) selling, leasing, mortgaging, voting the votes pertinent to (other than for election of members of the Board of Directors), or otherwise dealing with Units acquired by and subleasing Units leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit Owners; and
- (s) obtaining of insurance for the Property, including the Units, pursuant to provisions in the Declaration of Condominium for Creekwood Village.

SECTION 10. Non-Delegation. Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which have been reserved or retained by the Declarant, or which, by law, have been delegated to the Unit Owners.

### ARTICLE III

#### Officers

SECTION 1. Designation. At each regular annual meeting of the Board, the directors present at said meeting shall elect the following officers of the Association by a majority vote.

- (a) a President who shall be a director and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.
- (b) a Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Managing Agent;

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- (c) A Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and
- (d) such additional officers as the Board shall see fit to elect.

SECTION 2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

SECTION 3. Term of Office. Each officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified.

SECTION 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by vote of two-thirds (2/3) of the total membership of the Board at a special meeting thereof.

SECTION 5. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by a majority of the Unit Owners.

SECTION 1. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including but not limited to salaries, wages, payroll taxes,

legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and all other common expenses. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall also take into account the estimated net available cash income for the year from the lease, operation or use of the Common Elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board. The annual budget shall not require a assessment of Unit Owners for common expenses in an amount exceeding one hundred ten per cent (110%) of the common expenses for the preceding year unless such budget is approved by a majority vote of Unit Owners.

SECTION 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner, not later than thirty (30) days prior to the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget; provided, however, that the Declarant's obligation to make such payments shall be subject to the provisions of Paragraph 10. of the Declaration. Such proportionate share for each Unit Owner shall be in accordance with his respective ownership interest in the Common Elements, as set forth in Exhibit "C" of the Declaration. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Unit Owner shall pay his monthly assessment on or before the first day of each month to the Managing Agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessment by abandoning or not using his Unit, the Common Elements, or the Limited Common Elements.

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SECTION 3. Partial Year or Month. For the first fiscal year, the annual budget shall be as approved by the First Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date that a Unit Owner acquires ownership of his Unit, each Unit Owner, shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the Board.

SECTION 4. Annual Report. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable the Board shall cause to be furnished to each Unit Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

SECTION 5. Supplemental Budget. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made on each Unit Owner for his proportionate share of such supplemental budget.

SECTION 6. Expenditures. Except for the Management Agreement described in Article II, Section B. (c) hereof and expenditures and contracts specifically authorized by the Declaration and By-Laws, the Board shall not approve any expenditure in excess of Twenty-five Thousand Dollars (\$25,000.00), unless required for emergency repair, protection or operation of the Common Elements or Limited Common Elements, nor enter any contract for more than five (5) years without the prior approval of two-thirds (2/3) of the total ownership of the Common Elements.

SECTION 7. Lien. It shall be the duty of every Unit Owner to pay his proportionate share of the common expenses, as provided in the Declaration, and as assessed in the manner herein provided.

If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof together with interest thereon at the maximum lawful rate of interest per annum after said common expenses become due and payable, shall constitute a lien, as provided in the Declaration, enforceable by the Board, on the interest of such Unit Owner in the Property; provided, however, that such lien shall be subordinate to the lien of a prior recorded first Mortgage on the interest of such Unit Owner, except for the amount of the proportionate share of common expenses which are due and payable from and after the date on which such Mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security) or files suit to foreclose its Mortgage or cause a receiver to be appointed to take possession of the Unit. The provisions of this paragraph of this Section 7 shall not be amended, changed, modified or rescinded in any way without the prior written consent of all holders of record or Mortgages against Units.

The Association or its successors and assigns, or the Board or its agents, shall have the right to maintain a suit to foreclose any such lien for unpaid assessment, and there shall be added to the amount due the costs of said suit and other fees and expenses, together with interest and reasonable attorney's fees to be fixed by the court. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Declaration or these By-Laws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

In addition to the lien, a late charge of not more than \$25.00 shall be due in the event the assessments have not been paid prior to the 15th day after the date which such assessment was due.

SECTION 8. Records and Statements of Account. The Board shall cause to be kept the records required by the Act and detailed and accurate records of the receipts and expenditures affecting the Common Elements and Limited Common Elements, specifying and itemizing the common expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

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The Board shall, upon receipt of ten (10) days' written notice to it or the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

SECTION 9. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Unit ownership. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorney's fees, incurred by reason of such lien.

SECTION 10. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein and in the Declaration, and (except for such a special assessments as may be levied hereunder and under the Declaration against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit ---- of the Declaration.

#### ARTICLE V

##### Use and Occupancy Restrictions

SECTION 1. General. Each Unit Owner shall comply with the use and occupancy restrictions set forth in the Declaration and The Woodlands Covenants. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgement of the Board cause unreasonable noise or disturbance to other.

SECTION 2. Use by Declarant. During the period of sale by the Declarant of any Units, the Declarant and its agents, employees, contractors and sub-contractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from the Buildings and Property as may be required for purposes of said sale of Units. While the Declarant owns any of the Units and until each Unit owned by it is occupied by the purchasers, the Declarant and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units as a sales office, and may maintain customary signs in connection therewith.

## ARTICLE VI

## Contractual Powers

No contract or other transaction between the Association and one or more of its directors or between this corporation and any corporation, firm or association in which one or more of the directors of this corporation are directors, or are financially interested, is void or voidable because such director or directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

- (a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such director or directors; or
- (b) the contract or transaction is just and reasonable as to the corporation at the time it is authorized or approved.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

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ARTICLE VII

Amendments

Any modification or amendment of these By-Laws shall be made only upon a majority vote of the members of such majority being determined by references to Exhibit "C" and "E" of the Declaration. Such amendment shall be maintained in the corporate records of the Association.

ARTICLE VIII

Indemnification

SECTION 1. General. The Association may indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association, and the Board, and Declarant, against all contractual and other liabilities to others arising out of contracts made by or other acts of such directors, Board, officers, committee members, or Declarant, on behalf of the Unit Owners, or arising out of their status as directors, Board, officers, committee members, or Declarant, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fee, amounts of judgements paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other in which any such director, officer, Board, committee member, or Declarant; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member, or Declarant, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is no reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee, member, or Declarant.

SECTION 2. Success on Merits. To the extent that the Declarant or a member of the Board of Directors or any officer of the Association or a member of any committee

appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1., or in defense of any claim, issue or matter therein, he shall be indemnified against expenses, (including attorney's fees) actually and reasonably incurred by him in connection therewith.

SECTION 3. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of any undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VIII.

SECTION 4. Miscellaneous. The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the directors, Board, officers, members of such committees, or Declarant, or out of the aforesaid indemnity in favor of the directors, Board, officers, members of such committees, or Declarant, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the directors, Board, officers, members of such committees, or Declarant or by the Managing Agent on behalf of the Unit Owners shall provide that the directors, Board, officers, members of such committees, Declarant or the Managing Agent, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest of all Unit Owners in the Common Elements. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be Declarant or a member of the Board of Directors, officer of the Association or a member of such

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committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

ARTICLE IX

Definition of Terms

The terms used in these By-Laws, to the extent they are defined in said Declaration, shall have the same definition as set forth in the Declaration of Condominium for Creekwood Condomiums recorded in the office of the County Clerk of Montgomery County, Texas, as the same may be amended from time to time. The term "member", as used in these By-Laws, means "Unit Owner" as defined in the Declaration.

In the event of any conflict between the terms and provisions of these By-Laws and the Declaration, the provisions of the Declaration shall control. These By-Laws shall not be added or altered in any manner inconsistent with the Declaration.

Monthly

\$ 833  
100  
50

833  
108

100  
50  
125  
250

750  
334

2,083

171  
542  
88

\$ 6,417

\$ 62

# Creekwood Village Homeowners Association, Inc.

Certificate of Insurance



**PRESTIGE  
ASSOCIATION**  
Management Group





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/1/2025

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Brady, Chapman, Holland & Associates, Inc. 10055 West Gulf Bank Houston TX 77040	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 713-688-1500      FAX (A/C, No): 713-688-7967 E-MAIL ADDRESS: ehoacerts@bch-insurance.com												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> Creekwood Village Homeowners Association, Inc. c/o Prestige Association Management Group 1849 Kingwood Dr., Suite 103 Kingwood TX 77339	CREEKWOODV <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><b>INSURER A:</b> Central Mutual Insurance Co.</td> <td style="text-align: right;"><b>NAIC #</b> 20230</td> </tr> <tr> <td><b>INSURER B:</b> Continental Casualty Company (IAG)</td> <td style="text-align: right;">20443</td> </tr> <tr> <td><b>INSURER C:</b> NAVIGATORS SPECIALTY INS CO</td> <td style="text-align: right;">36056</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>INSURER A:</b> Central Mutual Insurance Co.	<b>NAIC #</b> 20230	<b>INSURER B:</b> Continental Casualty Company (IAG)	20443	<b>INSURER C:</b> NAVIGATORS SPECIALTY INS CO	36056	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>INSURER A:</b> Central Mutual Insurance Co.	<b>NAIC #</b> 20230												
<b>INSURER B:</b> Continental Casualty Company (IAG)	20443												
<b>INSURER C:</b> NAVIGATORS SPECIALTY INS CO	36056												
<b>INSURER D:</b>													
<b>INSURER E:</b>													
<b>INSURER F:</b>													

**COVERAGES**

**CERTIFICATE NUMBER:** 884436962

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> **Hired & Non <input type="checkbox"/> Owned Auto Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CLP8663145	4/1/2025	4/1/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Hired/Non Owned Auto \$Included **
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			HO25EXCZ04V70IC	4/1/2025	4/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Y/N <input type="checkbox"/> N/A
B	Directors & Officers Liability			618661984	4/1/2025	4/1/2026	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 3500 Tanglebrush, Spring, TX 77381, Units: 228

\*\* Hired & Non-Owned Auto Liability coverage is included in the General Liability Each Occurrence Limit and not subject to the General Liability Aggregate.

**CERTIFICATE HOLDER**

**CANCELLATION**

*For Insurance Verification	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Creekwood Village Homeowners Association, Inc.

Current Balance Sheet



**PRESTIGE  
ASSOCIATION**  
Management Group

**Creekwood Village Homeowners Association, Inc.**  
**Balance Sheet**  
**2/28/2026**

**Assets**Cash-Operating

1101 - First Citizens Checking xxx9528	\$54,681.75
1105 - First Citizens Special Assess xxxx6653	\$128,306.57

<u>Cash-Operating Total</u>	\$182,988.32
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Cash-Reserves

1202 - First Citizens Reserve xxx0392	\$10,157.51
1204 - First Citizens CAP xxx0406	\$679.11
1210 - Edward Jones	\$210,000.00

<u>Cash-Reserves Total</u>	\$220,836.62
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<i>Assets Total</i>		\$403,824.94
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**Liabilities and Equity**Liability

2020 - Prepaid Owners Assessments	\$47,462.55
2021 - Prepaid Prev Owners (Tops)	\$7,417.71

<u>Liability Total</u>	\$54,880.26
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<u>Retained Earnings</u>	\$280,267.42
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<u>Net Income</u>	\$68,677.26
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<i>Liabilities &amp; Equity Total</i>		\$403,824.94
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# Creekwood Village Homeowners Association, Inc.

Declaration/CCRs



**PRESTIGE  
ASSOCIATION**  
Management Group

DECLARATION OF CONDOMINIUM  
FOR CREEKWOOD VILLAGE CONDOMINIUMS

This declaration, made and entered into by CREEKWOOD CONDOMINIUMS, LIMITED, a Texas Limited Partnership, as follows

WITNESSETH:

WHEREAS, CREEKWOOD CONDOMINIUMS, LIMITED, is the owner of real estate containing \_\_\_\_\_ acres located in the County of Montgomery, State of Texas, more particularly described on Exhibit "A" attached hereto;

WHEREAS, said CREEKWOOD CONDOMINIUMS, LIMITED intends to do and does hereby submit the Parcel (as said term is hereinafter defined), together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind now or hereafter located thereon, and all rights and privileges belonging or in anywise pertaining thereto (hereinafter called the "Property"), to a condominium regime pursuant to Article 1301a of the Revised Civil Statutes of Texas, and

WHEREAS, said CREEKWOOD CONDOMINIUMS, LIMITED further desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and intends that all future owners, occupants, mortgagees, and any other persons hereafter acquiring any interest in the Property shall hold said interest subject to certain rights, easements and privileges in, over and upon said premises and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, hereinafter set forth, all of which rights, easements, privileges, restrictions, obligations and liens are declared to be in furtherance of a plan to promote and protect the cooperative aspects of residency on the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

NOW, THEREFORE, said CREEKWOOD CONDOMINIUMS, LIMITED, as the owner of the real estate heretofore described, and for the purpose above set forth, declares as follows

1. Definitions. As used herein, unless the context otherwise requires
  - (a). "Act" means Article 1301a of the Revised Civil Statutes of Texas.

(b) "Association" means CREEKWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation now existing or one created after the date hereof, the member of which shall be the owner of Units within the buildings. The term "Association" shall have the same meaning as the term "Council of Co-Owners" as defined in the Act.

(c) "Budget" shall mean that certain budget attached hereto as Exhibit "G" and by this reference made a part hereof.

(d) "Board" means the Board of Directors of the Association.

(e) "Buildings" shall mean the \_\_\_\_\_ ( ) buildings located or to be located on the Parcel and forming part of the Property and containing Units. The "Buildings" are marked as Building A through Building \_\_\_\_\_, inclusive, on Exhibit "A" hereto.

(f) "By-Laws" means the By-Laws of the Association, attached hereto as Exhibit "F" and by this reference made a part hereof, as amended from time to time.

(g) "Common Elements" means all of the Property except the Units, and, without limiting the generality of the foregoing, shall include those items defined as "general common elements" in the Act, including the following:

(1) The Parcel;

(2) All foundations, bearing walls and columns, roofs, halls, lobbies, stairways, and entrances and exits or communications ways;

(3) All roofs, yards, and gardens, except as otherwise herein provided or stipulated;

(4) All compartments or installations of central services such as power, light, gas, cold and hot water;

(5) All recreational areas existing for common use; and

(6) All other elements of the Buildings or Parcel desirable or rationally of common use or necessary to the existence, upkeep and safety of the condominium regime established by this Declaration.

(h) "Common expenses" means and includes

(1) All sums lawfully assessed against the Common Elements by the Managing Agent or Board;

(2) All expenses of administration and management maintenance, operation, repair, or replacement of and additions to the Common Elements;

(3) All taxes to the Montgomery County Municipal Utility District No. 7. At present there is an outstanding bonded indebtedness of \$18,300,000 and the tax rate is \$.90 per \$100 valuation;

(4) Expenses agreed upon as common expenses by the Unit Owners;  
and

(5) Expenses declared to be common expenses by this Declaration or by the By-Laws.

(i) "Declarant" means CREEKWOOD CONDOMINIUMS, LIMITED, a Texas limited partnership, its successors, and assigns, provided such successors or assigns are designated in writing by Declarant as a successor or assign of the rights of the Declarant set forth herein.

(j) "Declaration" means this instrument, by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as amended from time to time.

(k) "Development Standards Committee" means the Development Standards Committee created and established for the Woodlands pursuant to Article IX of The Woodlands Covenants.

(l) "Family Group" means a group consisting of all Occupants residing in a Unit or more than one Unit used together.

(m) "Limited Common Elements" means all Common Elements serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit, or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration, on the Plat or by the Board. Limited Common Elements shall include, but shall not be limited to, carport parking areas, located as shown on Exhibit "A" and balcony and patio areas accessible only from a Unit, hallways adjacent to or serving only a Unit or Units, as well as "air handlers", pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units, and such portions of the perimeter walls, floors and ceilings, doors vestibules, window, and entryways, and all associated fixtures and structures therein, as lie outside the Unit boundaries.

(n) "Majority" or "Majority of the Unit Owners" means the owners of more than fifty percent (50%) of the undivided ownership of the Common Elements. Any specific percentage of Unit Owners means the percentage of Unit Owners who in the aggregate own such specified percentage of the entire undivided ownership of the Common Elements.

(o) "Mortgage" means a mortgage or deed of trust covering a Unit and the undivided interest in the Common Elements appurtenant thereto.

(p) "Mortgagee" means a beneficiary under a Mortgage.

(q) "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

(r) "Parcel" means that certain parcel or tract of real estate identified on Exhibit "A" attached hereto and by this reference made a part hereof.

(s) "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

(t) "Additional Property" shall mean that certain parcel or tract of real estate identified as Additional Property on Exhibit "D" attached hereto and by this reference made a part hereof.

(u) "Plat" means the survey of the Parcel and the floor and elevation plans and drawings of all Units in the Property, attached hereto as Exhibits "A" and "D" and by this reference made a part hereof. The Plat contains a description of the Parcel, the location of the Buildings on the Parcel with the Buildings denoted by letter and description and location for each Unit.

(v) "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein and thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit and enjoyment of the Unit Owners.

(w) "Record" or "Recording" refers to the record or recording in the Office of the County Clerk of Montgomery County, Texas.

(x) "Residential Design Review Committee" means the Residential Design Review Committee created by and established for The Woodlands pursuant to Article IX of The Woodlands Covenants.

(y) "Unit" means an enclosed space consisting of one or more rooms occupying all or part of a floor or floors in a Building, which enclosed space is not owned in common with the Unit Owners of other Units. Each Unit is numbered as shown on the Plat, and the boundaries of each Unit shall be and are the interior surfaces of its perimeter walls, floors, and ceilings and the storage area appurtenant to the specific balcony or terrace. Included with each Unit, without limitation, shall be any finishing materials or fixtures applied or affixed to the interior surfaces of the perimeter walls, floors, or ceilings (such as, but without limitation, painting, wallpaper, vinyl wall or floor coverings and carpets); interior walls; and all utility pipes, lines, systems, fixtures or appliances servicing only that Unit (whether or not within the boundaries of that Unit).

(z) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and of the undivided interest in the Common Elements appurtenant thereto, but shall not include those having an interest in a Unit merely as security for the performance of an obligation. Unless specifically provided otherwise herein, Declarant shall be deemed a Unit Owner so long as it is the legal title holder of any Unit.

(aa) "Woodlands Covenants" shall mean and refer to that certain Declaration of Covenants, Restrictions, Easements, Charges and Liens which are attached as Exhibit "B" and made a part of that certain General Warranty Deed dated May 10, 1975, from the Woodlands Community Association to The Woodlands Development Corporation, and recorded in Volume 991, Page 717 of the Deed Records of Montgomery County, Texas, covering among other lands, the Parcel.

2. Submission of Property to Act. Declarant, as the legal title holder in fee simple of the Parcel, expressly intends to, and by recording this Declaration does hereby, submit the Parcel and the Property to the provisions of the Act, provide, however, nothing contained herein shall submit nor be deemed to submit any additional Phases to the provisions of the Act until Declarant so submits the same pursuant in the provisions of Paragraph 21. Of this Declaration. The Property is submitted to the provisions of the Act subject to easements and reservations, restrictions and other matters affecting the Parcel recorded in the Official Public Records of Real Property of Montgomery County, Texas, including The Woodlands Covenant.

3. Plat. The Plat sets fort the descriptions, locations, and other data, as required by the Act, with respect to (1) the Parcel and its exterior boundaries, (2) the Buildings and each floor thereof, and (3) each Unit.

4. Units. The legal description of each Unit shall consist of the identifying number of such Unit as shown on the Plat. Every deed, lease, mortgage, or other instrument shall legally describe a Unit by its identifying number as shown on the Plat and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall, by deed plat, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

5. No Partition. The Common Elements and Limited Common Elements shall remain undivided and shall not be the object of any action for partition or division of the co-ownership thereof so long as suitable for a condominium regime, and, in any event, no such partition may be effected until consent is obtained from all mortgagees or all mortgages are paid in full.

6. (a) Association of Unit Owners and Administration and Operation of the Property. There has been or will be formed an Association having the name CREEKWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, which Association shall be the governing body for all of the Unit Owners, for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Declaration and the By-Laws. The Board of Directors of the Association shall be elected and shall serve in accordance with the provisions of the By-Laws. The fiscal year of the Association shall be determined by the Board and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner shall be a member of the Association so long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be one hundred (100) and shall be divided among the respective Unit Owners in accordance with their respective percentages of Ownership interest in the Common Elements as set forth in Exhibit "C" hereto, subject to reduction upon annexation in accordance with Exhibit "E" hereto.

(b) Management of Property. The Board shall have the authority to engage the services of one or more agents (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions of subparagraph (c) below. The Board shall also have the authority (but shall not be obligated) to engage, supervise and control such employees as the Board deems advisable to clean and maintain all or any part of the Units to the extent the Board deems it advisable to provide such services for all or any portion of the Unit Owners. The cost of such services shall be a common expense.

(c) Initial Management Contract. The first Board, appointed as provided herein, may approve an initial management agreement as provided in the By-Laws.

(d) Apartments for Building Personnel. The Board shall have the authority to lease, purchase and mortgage one or in no event no more than three (3) condominium units for a building manager and engineer. Such residential units must be located in Creekwood Village Condominiums. All rental or debt service paid by the Association pursuant to any such Lease agreement or mortgage shall be a common expense. Should the Board choose to purchase and mortgage unit(s), title of such unit(s) shall be vested in the Association.

(e) Use by Declarant. During the period of sale by the Declarant of any Units, the Declarant and its agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from the Building and Property as may be required for purposes of said sale of Units. While the Declarant owns any of the Units and until each Unit sold by it is occupied by the purchasers, the Declarant and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units at a sales office, and may maintain customary signs in connection therewith.

(f) Non-Liability of the Directors, Board, Officers, and Declarant. Neither the directors, Board, nor officers of the Association, nor Declarant shall be personally liable to the Unit Owners for any mistake of judgement or for any acts or omissions of any nature whatsoever as such directors, Board, officers, or Declarant, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the directors, Board, officers, or Declarant, and their respective heirs, executors, administrators, successors and assigns in accordance with the provisions of the By-Laws, and the Association shall carry such insurance as the Board may prescribe to protect the directors, Board, officers or Declarant under said indemnity.

(g) Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of the Declaration or By-Laws, such dispute or disagreement shall be submitted to the Board. The determination of such dispute or disagreement by the Board shall be binding on each and all such Unit Owners, subject to the right of Unit Owners to seek other remedies provided by law after such determination by the Board.

7. Ownership of the Common Elements. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit "C" attached hereto and by this reference made a part hereof. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. Such ownership interest shall be subject to reduction by annexation as reflected on Exhibit "E" hereto. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description on tin the instrument conveying or encumbering said Unit may refer only to the title to that Unit.

8. Use of the Common Elements. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases made by or assigned to the Board) in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Oner. Such right to use the Common Elements shall extend to not only each Unit Owner, but also to his agents, servants, tenants, family members, customers, invitees, and licensees. However, each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving such Unit alone or with adjoining Units. Such rights to use the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act, Declaration, By-Laws and rule s and regulations of the Association and The Woodlands Covenants. In addition, the Association shall have the authority to rent, lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-Laws. All income derived by the Association from lease, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, regulations or resolutions as the Board may adopt or prescribe.

9. Parking Areas. Carport parking spaces shall be part of the Limited Common Elements, and shall be used by such Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe, and carport parking spaces not so used by Unit Owners may otherwise be used in such manner as the Board may prescribe. The project shall contain sufficient parking space to accommodate at least one automobile for each Unit.

10. (a) Common Expenses. Each Unit Owner, including the Declarant, shall pay its proportionate share of the common expenses, provided, however, the terms and provisions of this subparagraph (a) are subject to the terms and provisions of subparagraph (b) below. Except for its responsibilities as a Unit Owner, as provided herein, the Declarant shall not have any responsibility for the maintenance, repair, or replacement of any part of the Common Elements after the date this Declaration is recorded. Such proportionate share of the common expenses for each Unit Owner shall be in accordance with its percentage of ownership in the Common Elements. Payment of common expenses, including any prepayment thereof required by contract for sale of a Unit, shall be in such amounts and at such times as determined in the manner provided in the By-Laws. No Unit Owner shall be exempt from payment of his proportionate share of the common expenses by waiver of non-use or waiver of enjoyment of the Common Elements or Limited Common Elements or by abandonment of his Unit. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest thereon at the maximum rate as may then be permitted under the laws of the State of Texas, accruing from and after the date that said common expenses become due and payable, shall constitute a lien on the interest of such Unit Owner in the Property and his Unit. Furthermore, if any assessment is received by the Association ten (10) days after the due date, a service charge not to exceed \$25.00 shall be paid to the Association.

(b) Annual Budgets. Annual budgets for each fiscal year of the Association shall be prepared and adopted by the Board pursuant to the By-Laws, provided however, the Board shall not adopt a budget requiring assessments for common expenses in any amount exceeding one hundred ten percent (110%) of the common expenses for the preceding year unless the same is approved by a majority of the Unit Owners.

(c) Metered Utilities. Each Unit Owner shall also pay for all utility services, including electricity and other utility services (including telephone), if any, separately metered for such Unit Owner's Unit. Each Unit Owner shall make such payments for separately metered utility services to the public utility company providing such utility service if provided directly to the Unit Owner or to the Association if such utility services are sub metered for the Units.

(d) Enforcement of Lien. The Board may bring an action at law against the Unit Owner personally obligated to pay the same, for collection of his unpaid proportionate share of the common expenses, or foreclose the lien against the Unit or Units owned by such Unit Owner, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Unit Owner, by his acceptance of a deed to a Unit, hereby expressly vests in the Board or its agents the right and power to bring all actions against such Unit 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 nonjudicial foreclosure pursuant to Article 3810 of the Revised Civil Statutes of Texas and each such Unit Owner hereby expressly grants to the Board a private power of sale in connection with said lien. The lien provided for in the section shall be in favor of the Board and shall be for the common benefit of all Unit Owners. The Board shall have the authority to appoint a trustee, and thereafter successor trustees from time to time, to act on behalf of the Board in foreclosing such lien, and such appointment may be made without any formality other than a written appointment of a trustee or successor (substitute) trustee, and the Board may appoint a substitute trustee at any time in its discretion. The Board acting on behalf of the Unit Owner shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold. Lease, mortgage, and convey the same.

(e) Mortgage Protection. The lien for common expenses payable by a Unit Owner shall be subordinated to the lien of a recorded first Mortgage on the interest of such Unit Owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the Mortgagee thereunder either takes possession of the Unit encumbered thereby, accepts a conveyance of any interest therein (other than a security) or forecloses its Mortgage. This subparagraph (e) shall not be amended, changed, modified, or rescinded without the prior written consent of all Mortgagees of record.

(f) Subordination of Lien to The Woodlands Covenants. The lien for common expenses payable by a Unit Owner shall be subordinate to the lien provided for in Section 2.01 of The Woodlands Covenants. The sale or transfer of any Unit pursuant to a decree of foreclosure under the lien provided for in The Woodlands Covenants in any proceeding in lieu of foreclosure thereof, shall extinguish the lien hereunder as to payments thereof which became due prior to such sale or transfer. No sale or transfer pursuant to foreclosure of the lien provided for in The Woodlands Covenants shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

11. Mortgages. Each Unit Owner shall have the right, subject to the provisions herein, to make separate Mortgages for his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created from the date hereof any Mortgage or other lien on or affecting the Property or any part thereof, except only to the extent of its Unit, and the respective percentage interest in the Common Elements appurtenant thereto.

12. Separate Real Estate Taxes. Taxes, assessments and other charges of any taxing or assessing authority shall be separately assessed to each Unit Owner for its Unit and its corresponding percentage of ownership in the Common Elements, as assessments for any year are not separately assessed each Unit Owner, but rather are assessed on the Property as a whole, then each Unit Owner shall pay its proportionate share thereof in accordance with its respective percentage or ownership interest in the Common Elements. Without limiting the authority of the Board provided for elsewhere herein, the Board shall have the authority to collect from the Unit Owners their proportionate share of taxes or assessments for any year in which taxes are assessed on the Property as a whole.

13. Insurance. The Board shall have the authority to and shall obtain insurance for the Property, exclusive of decorating of the Units or decorating Limited Common Elements by the Unit Owners, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement costs shall be deemed the cost of restoring the Common Elements, Units, or any part thereof to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to the Association for use in repairing or replacing the damaged portion of the Common Elements, and for the holders of Mortgages on its Units, if any. Such policies of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a common expense.

The following provisions shall apply with respect to damage by fire or other causes

(a) If any one of the Buildings is damaged by fire or other casualty and said damage is limited to a single Unit, all insurance proceeds shall be paid to the Unit Owner or

One or more Mortgagees of such Unit, as their respective interests may appear, and such Unit Owner or Mortgagees shall use the same to rebuild or repair such Unit substantially in accordance with the original plans and specifications therefor. If such damage extends to two or more Units, or extends to any part of the Common Elements, such insurance proceeds shall be paid to the Association, as trustee, or such bank or trust company as may be designated by amendment hereof, to be held in trust for the benefit of the Unit Owners and their Mortgagees as their respective interests may appear. The Board shall thereupon contract to repair or rebuild the damaged portions of all Units, the Buildings, and the Common Elements substantially in accordance with the original plans and specifications therefor and the funds held in the insurance trust fund shall be used for this purpose. If the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the Board shall levy a special assessment on all Unit Owners, in proportion to the percentage interest of each Unit Owner in the Common Elements, to make up any deficiency. If any Unit Owner shall fail to pay the special assessment within thirty (30) days after the levy thereof, the Board shall make up the deficiency by payment from the common expense fund, provided, however, that such Unit Owner shall remain liable for such special assessment.

(b) Notwithstanding the provisions of subparagraph (a) above, reconstruction shall not be compulsory where the whole or more than two-thirds (2/3) of all Units and of the Common Elements is destroyed or damaged by fire or other casualty, as determined by the Board. In such case, and unless otherwise unanimously agreed upon by the Unit Owners, the insurance proceeds shall be delivered to the Unit Owners or their Mortgagees, as their interests may appear, in proportion to the percentage interest of each Unit Owner in the Common Elements., and the Board, as soon as reasonably possible and as agent for the Unit Owners, shall sell the Property, in its then condition, free from the effect of this Declaration, which shall terminate upon such sale, on terms satisfactory to the Board, and the net proceeds of such sale, and all funds held by said insurance trustee, shall there upon be distributed to the Unit Owners or their Mortgagees, as their interest may appear, in proportion to the percentage interest of each Unit Owner in the Common Elements.

(c) Within sixty (60) days after any such damage occurs, the Managing Agent, or the Board shall, or if they do not, any Unit Owner, the insurer, the insurance trustee or any Mortgagee may, record a sworn declaration stating that such damage has occurred, describing it, identifying the Building suffering such damage, the name of any insurer against whom claim is made, and the name of any insurance trustee, reciting that the sworn declaration is recorded pursuant to this paragraph of this

Declaration, and that a copy of such sworn declaration has been served pursuant to the provisions of Paragraph 21 hereof on the Unit Owners.

(d) If the Unit Owners shall not rebuild pursuant to subparagraph (b) above and the Board fails to consummate a sale pursuant to said subparagraph (b) within twenty-four (24) months after the destruction or damage occurs, then the Managing Agent, or the Board shall, or if they do not, any Unit Owner or Mortgagee may, record a sworn declaration setting forth such decision and reciting that under the provisions of this Declaration the prohibition against judicial partition provided for in Paragraph 5 hereof has terminated and that judicial partition of the Property may be obtained pursuant to the laws of the State of Texas. Under final judgement a court of competent jurisdiction decreeing such partition, this Declaration shall terminate.

The Board shall also have the authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable, and workmen's compensation insurance and other liability insurance as it deems desirable, insuring each Unit Owner, Mortgagee of record, if any, the Association, its officers, directors, and employees, the Declarant, and the Managing Agent, if any, from liability in connection with the Common Elements. The premiums for such insurance shall be a common expense.

The Board shall also have authority to and may obtain such insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officer of the Association, and member of any committee appointed pursuant to the By-Laws of the Association from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such committee. The premiums for such insurance shall be a common expense.

Each Unit Owner shall be responsible for obtaining its own insurance on the contents of its own Unit and the contents of the Limited Common Elements serving his Unit, as well as its decorating, furnishing and personal property therein, and its personal property stored elsewhere on the Property. In addition, in the event a Unit Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Unit Owners as part of the common expenses, as above provided, said Unit Owner may, at his option and expense, obtain additional insurance.

14. Maintenance, Repairs and Replacements. Except to the extent the Board provides (at its option and discretion) maintenance of the Units for Unit Owners, each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his own Unit. Maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association. The cost of maintenance of, repairs to and replacements within the Units to the extent the Board elects to provide such services within the Common Elements shall be part of the common expenses, subject to the By-Laws, rules and regulations of the Association. However, at the discretion of the Board, maintenance of, repairs to and replacements within the Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby, and, further, at the discretion of the Board, the Board may direct Unit Owners who stand to be benefited by such maintenance of, repairs to an replacement within the Limited Common Elements to arrange for such maintenance of, repairs and replacements in the name and for the account of such benefited Unit Owners, pay the cost thereof with their own funds, and procure and deliver to the Board such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the Property from all mechanic's and maintenance's lien claims that may arise therefrom.

In addition to the discretionary authority provided herein for maintenance of all or any portion of the Units, the Board shall have the authority to maintain and repair any Unit, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Element or preserve the appearance and value of the Property, and the Unit Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board, and the Board shall levy a special assessment against the Unit or such Unit Owner for the cost of said necessary maintenance.

If, due to the act or neglect of a Unit Owner, or his agent, servant, tenant, family member, invitee, or licensee, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement are required which would otherwise a common expense, then such Unit Owner shall pay for such damage or such maintenance, repair and replacements, as may be determined by the Association. However, the provisions of this Paragraph are subject to the provisions of Paragraph 13 hereof providing for the waiver of subrogation rights with respect to casualty damage insured against under the policies of insurance maintained by the Board.

The authorized representatives of the Association or Board, or the Managing Agent with approval of the Board, shall be entitled to reasonable access to the individual Units and Limited common Elements as may be required in connection with the preservation of any individual Unit or Limited Common Elements in the event of an emergency, or in connection with maintenance of, repairs or replacements, within the Common Elements, Limited Common Elements or any equipment, facilities or fixtures affecting the serving other Units, Common elements and Limited Common Elements or to make any alteration required by any governmental authority.

15. Declarant's Rights as to Common Facilities. Notwithstanding anything contained in this Declaration to the contrary, Declarant hereby reserves and retains unto itself or its designee, the right and privilege (but not the obligation) to operate and promulgate rules relating to, and to maintain, repair and replace, any and all recreational areas existing for common use until such time as Declarant has sold Units which correspond, in the aggregate, to 90% of the undivided ownership of the common Elements, as set forth in Exhibit "C" to the Declaration. In the event of annexation, Declarant reserves and retains such right and privilege (but not the obligation) until such time as Declarant has sold Units which correspond in the aggregate to 90% of the undivided Common Elements as set out in Exhibit "E". The term "sold" shall mean legal title to the Unit has actually passed to a Purchaser and Declarant shall have received payment therefore. The Board, the Association and all Unit Owners shall be bound by and shall comply with any action taken by Declarant pursuant to this Paragraph 15.

16. Alterations, Additions, or Improvements. Except as provided in Paragraph 19, herein, no alteration of any Common Elements, or any additions or improvement thereto, shall be made by any Unit Owner or the Association without prior written approval of the Residential Design Review Committee. The Board may authorize, and charge as common expenses alterations, additions and improvements of the Common Elements as provided in the By-Laws and, when applicable, as are approved by the Residential Design Review Committee. Any Unit Owner may make alterations, additions or improvement within the Unit of the Unit Owner without prior written approval of the Board and the Residential Design Review Committee, provided the structure soundness or integrity of the building is not impaired, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Property or any part thereof, resulting from such alterations, additions or improvements.

17. Decorating. Each Unit Owner, at his own expense, shall furnish and be responsible for all decorating within his own Unit and Limited Common Elements serving his Unit, as may be required from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of his Unit, and any balconies and terraces constituting a part thereof, and such Unit Owner shall maintain said interior surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, but each Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. Decoration of the Common Elements (other than interior surfaces within the Units as above provided and other than of Limited Common Elements) and any redecorating of Units, to the extent such redecorating of Units is made necessary by damage to Units caused by maintenance, repair or replacement of the Common Elements by the Association, shall be furnished by the Association as part of the common expenses. All windows forming part of a perimeter wall of a Unit shall be cleaned and washed at the expense of the Unit Owner of the Unit. No Unit Owner shall enclose the balcony of the Unit or decorate the portions of such balcony visible from outside such Unit in any manner which detracts from the appearance of the Building, and the determination of the Board on such matters shall be final.

18. Encroachments. If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements, or if any Unit shall actually encroach upon another Unit, as the Common Elements and Units are shown by the Plat, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachment, so long as the same shall exist.

19. Use and Occupancy Restrictions. Subject to the provisions of this Declaration and By-Laws, no part of the Property may be used for purposes other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a single family residence or such other use permitted by this Declaration and for no other purpose, except that professional and quasi-professional people may use their residence as an ancillary or secondary facility to an office established elsewhere. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

The Common Elements shall be used by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provide, however, the carport, storage areas, and other areas designed for a specific use shall be used for the purposes approved by the Board.. The use, maintenance and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part or all of said Common Elements.

Without limiting the generality of the foregoing provisions of this Paragraph 18, use of the Property by the Unit Owners shall be subject to the following restrictions:

(a) Nothing shall be stored in or upon the Common Elements except storage areas or as otherwise herein expressly provided.

(b) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property. No Unit Owner shall permit anything to be done or kept in his Unit or in or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which will be in violation of any Law.

(c) No waste shall be committed in or on the Common Elements.

(d) Each Unit Owner shall keep and maintain the interior of his Unit in good condition and repair, including all appliances, the entire air conditioning system (including compressors, ducts, and vents) serving the Unit (whether the same is inside or outside the Unit) and all electrical systems, water lines and other fixtures located within the Unit.

(e) Unit Owners may not maintain more than a reasonable number but never more than three dogs or cats per Unit. No pet may be chained, leashed, or otherwise kept on any balcony. Dogs and cats must be kept on leash in the owner's control when walked in the common elements. Areas shall be designated for animal waste deposit. Animal owners shall be responsible for the sanitary disposal of animal waste. The animal owner shall be responsible for the control of animal odor and animal noise. No pet may be kept in any Unit if such animal is determined by the Board to be a nuisance or an annoyance to

other residents of the Property.

(f) Each Unit Owner shall provide and maintain garbage and trash receptacles as may be directed by the Board, and all garbage and trash shall be kept in said receptacles, it is prohibited to throw garbage or trash outside disposal receptacles provided by the Board for such purposes.

(g) No Unit Owner or Occupants shall play upon, or suffer to be played, any musical instrument, or permit to be operated a phonograph or radio loudspeaker in any Unit or on the Property between the hours of 11:00 o'clock p.m. and the following 9:00 a.m., if the same may tend to disturb or annoy other occupants of the Buildings nor shall any Occupant or Unit Owner commit or permit any nuisance, or illegal act in his Unit or on the Property.

(h) Subject to Declarant's rights under Paragraph 6 (e) of this Declaration, no sign of any kind shall be displayed to the public view on or from any Unit of the Common Elements without the prior written consent of the Board or the Written consent of the Managing Agent acting in accord with the Board's direction, signs must comply with rules and regulations adopted by the Development Standards Committee.

(i) No noxious or offensive activity shall be carried on in any Unit or on or in the Common Elements nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners.

(j) Except as expressly provided hereinabove nothing shall be altered or constructed in or removed from the Common elements, except upon the written consent of the Board.

(k) No structure of a temporary character, trailer, antenna, tent, shack, garage, barn, or other outbuildings shall be permitted on the Property at any time temporarily or permanently, unless same has (i) the prior written consent of the Board, (ii) does not violate any application provisions of The Woodlands Covenants, (iii) has been approved by the Development Standards Committee, provided however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof.

(l) Outdoor drying of clothes, bedding or similar items shall not be permitted.

(m) Parking of vehicles in driveways and parking areas shall be subject to the rules and regulations of the Board applicable thereto.

(n) Except within individual Units, on planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board.

(o) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purposes of transportation, and only in areas designed for vehicular traffic, it being intended that said vehicles shall not be operated within the Property so as to annoy or disturb person or endanger persons or property; said vehicles will not be stored or kept at any Unit or on any patio or balcony.

(p) Neither the Board nor the Association shall take nor permit to be taken any action that unlawfully discriminates against one or mor Unit Owners.

(q) The use and occupancy of the Units and the Common Elements shall further be subject to the provisions of The Woodlands Covenants.

(r) Water beds or other water filled furniture may not be erected, maintained, or used in any part of the Property.

(s) Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from the outside of his Unit (other than draperies, curtains, or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's directions. The foregoing restrictions as to use and occupancy hall not be construed to prohibit a Unit Owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a balcony, patio, or terrace constituting Limited Common Elements for such Unit Owner's Unit.

(t) Trash, garbage, and other waste shall be kept only in sanitary containers and shall be disposed of in a clean sanitary manner as prescribed from time to time in rules and regulations of the Board.

(u) Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in the corridors, hallways, lobby or other common areas, except in common storage areas and storage lockers specifically designated for the respective Unit Owner from time to time by the Board or by the Managing Agent acting in accord with the Board's direction.

(v) Wiring. No Unit Owner shall overload the electrical wiring in the Buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgement of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system without the prior written consent of the Board or the prior written consent of the Managing Agent, given in accord with the Board's direction.

20. Remedies. In the event of any violation of the provisions of the Act, Declaration, By-Laws or rules and regulations of the Board or Association by an Unit Owner (either by his own conduct or by the conduct of its guests, licensees or invitees or any other Occupant of its Unit) the Association, or its successors, or assigns, or the Board, or its agent, shall have each and all the rights and remedies which may be provided for in the Act, Declarations, By-Laws, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the maximum lawful rate per annum until paid shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all the same, as well as for nonpayment of his respective share of the common expenses, upon the Unit and ownership interest of his additions and improvements thereto, provide, however, that such lien shall be subordinate to the lien of a prior recorded first Mortgage on the interest of such Unit Owner, except for the amount of the proportionate share of said common expenses which become due and payable from and after the date on which the said Mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as a security) or files suit or commences other proceedings to

foreclose its Mortgage or causes a receiver to be appointed. This Paragraph shall not be amended, changed, modified, or rescinded without the prior consent of all holders of record of Mortgages against Units.

In the event of any such default by any Owner, the Board and the manager or Managing Agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to any other rights provided for in this Declaration, (a) to enter upon the unit, or any portion of the Property to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or )b) to enjoin, abate or remedy by appropriate legal proceedings, either at Law or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

21. Additions. By this Declaration, Declarant does not submit any future phase of the project to the provisions of this Declaration. However, Declarant may, but is not required to complete and add one or more additional phases to the Property as described in Exhibit "D" and submit the same to the provisions of this Declaration upon the following terms and conditions:

(a) Any such addition shall be made by, and shall become effective upon, Declarant's filing in the Official Public Records of Montgomery County, Texas, a supplemental declaration (hereinafter referred to as the "Supplemental Declaration") so stating. No other formality or instrument shall be required. The Supplemental Declaration shall not require the joinder or consent of the Board, the Association, any Unit Owner, or any other third parties; provided, however, the Supplemental Declaration shall require the joinder of the Veterans Administration of the United States of America;

(b) By such addition, Declarant shall add to the Property those additional, Common Elements, Limited Common Elements, Units and Buildings schematically depicted on Exhibits "A" and "B" attached thereto; and

(c) If Declarant so adds some or more additional phases case may be, then the percentage of ownership in the Common Elements allocated to each respective Unit (that is, the Units within the Parcel as well as any Units within the added phases) owned by each Unit Owner (as described in Paragraph 7. Above) and the carport parking spaces appurtenant to each Unit shall be as described in Exhibit "B" attached hereto and by this reference made a part hereof; and

(d) The Supplemental Declaration may contain such further provisions as Declarant deems necessary to add additional phases properly and effectively, as the case may be, to the Property.

Notwithstanding anything contained in this Declaration, the terms and provisions of this Declaration shall not cover nor be deemed to burden any other lands owned by Declarant which are situated adjacent to or near the Parcel. Declarant, its successors, and assigns shall have the right to use any such other lands for any and all uses as Declarant, its successors or assigns may elect in their sole discretion.

22. Eminent Domain. (a) General Provisions. If all or any parts of the Units are taken or threatened to be taken by condemnation, eminent domain, or by any other similar power, the Board and each Unit Owner shall be entitled to participate in the proceedings incident thereto at their respective expense. The Board shall give written notice of the existence of such proceedings to all owners and mortgagees known to the Board. The expense of participation in such proceedings by the Board shall be a common expense. The Board is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Board in its discretion deems necessary or advisable to aid or advise it in matter related to such proceedings. All damages or awards for any such taking shall be deposited with the Association acting as Trustee and such damages or awards shall be applied or paid as provided herein.

(b) Common Elements; Limited Common Elements Not subject of Exclusive Use. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements, or any Limited Common elements that are not exclusively limited to the use of the Unit Owner of one unit (hereinafter in this subsection (b) of Section 22., only, all references to Limited Common Elements) the Board shall have the sole authority to determine whether to defend or resist any such proceedings;

to make any settlement with respect thereto; of such condemnation proceeding. With respect to any such taking of Common Elements or Limited Common Elements, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to each owner in proportion to its percentage interest. The Board may, if it deems advisable, call a meeting of the Association, at which meeting the members, by a majority vote, shall decide whether to replace or restore as far as possible the Common Elements or such Limited Common Elements so taken or damaged.

(c) Taking of less than Two-thirds of Units and Limited Common Elements Subject to Exclusive Use. In the event that any eminent domain proceeding results in the taking of or damage to one or more, but less than two-thirds of the total number of units or those Limited Common Elements reserved for the exclusive use of the Owner of one Unit (hereinafter in this subsection (c) of Section 22., only, all references to Limited Common Elements shall be deemed to be only to such Limited Common Elements), or both, then the damages and award for taking and the payment thereof shall be determined in accordance with the following:

(1) The Board shall determine which of the Units damaged by such taking may be tenantable and which Limited Common Elements may be useable for the purposes set forth in this Declaration.

(2) The Board shall determine whether it is reasonably practicable to operate the remaining Units and Limited Common Elements (including those which may be made tenantable or usable) in the manner provided in this Declaration.

(3) If the Board determines that it is not reasonably practicable to operate such remaining Units and Limited Common Elements, then the project shall be deemed to be regrouped and merged into a single estate owned jointly and undivided interest by all owners, as tenants in common, in their respective percentage interest, and the condominium regime hereby established shall terminate.

(4) If the Board determines that it will be reasonably practicable to operate such remaining Units and Limited Common Elements, then the damages and awards made with respect to each Unit and Limited Common Elements which has been determined to be capable of being made tenantable or useable shall be applied to the repair and reconstruction thereof. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the owners of those Units which are being repaired or reconstruction so as

to be made tenantable and against those owners who have the exclusive right of use to the Limited Common Elements being made usable. With respect to those Units and Limited Elements which may not be made tenantable or usable, the award made with respect thereto shall be paid to the owner who owns such Units or has the exclusive right of use of the Limited Common Elements, or to their mortgagee, as their interest may appear, and the remaining portion of such Units and Limited Common Elements, if any, shall be a part of the Common Elements and the repair and use thereof shall be determined by the Board. Those Units which may not be made tenantable shall no longer be a part of the Parcel and the percentage interest appurtenant to each remaining Unit of the Parcel shall be adjusted by the Board, in such manner as it may determine, to distribute the ownership of the undivided interest in the Common Elements among the reduced number of owners. After making such adjustment the Board will cause an instrument reflecting the new percentage interest appurtenant to each Unit to be duly recorded.

(d) Taking in Excess of Two-Thirds of Units and Limited Common Elements Subject of Exclusive Use. If the entire parcel is taken or two-thirds (2/3) or more of the Units and Limited Common Elements subject to exclusive use are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the owners thereof (or the owners entitled to such exclusive use), in proportion to their percentage of ownership of the Common Elements and the condominium regime hereby established shall terminate upon such payment. Upon such termination, the Units, Common Elements and Limited Common elements shall be deemed to be regrouped and merged into a single estate owned in undivided interests by all owners, as tenants in common, in their respective percentage interest.

(e) Payment of Awards and Damages. Any damages or awards provided in this Section to be paid to or for the account of any owner by the Board, acting as trustee, subject to the provisions of any mortgage affecting such owner's Unit, shall be applied first to the payment of any taxes or assessments by governmental authorities or The Woodlands Community Association past due and unpaid with respect to that Unit, secondly, to amounts due under any mortgages, thirdly, to the payment of any unpaid monthly assessments or special assessments charged to or made against the Unit, and finally to the owner of such Unit.

23. Sales and Other Transfers. All Unit Owners shall, within thirty (30) days of acquiring his Unit, give written notice to the Board of his name(s) and address(es).

24. Amendment. The provision of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission and signed

and acknowledged by Unit Owners owning not less than seventy-five (75%) of the total ownership of Common Elements; provided, however that all lien holders of record have been notified by certified mail of any such change, modification or rescission, and an affidavit by the secretary of the Association certifying to such mailing is made a part of such instrument; provided further, however, the provisions of Paragraph 21, hereof may not be changed, modified or rescinded with the prior written consent of the Declarant. Except as expressly provided in Paragraph 21, above, the percentage ownership of the Common Elements provided for in this Declaration shall not be amended or modified without the consent of all Unit Owners and of all Mortgagees.

However, if the Act, the Declaration or the By-Laws require the consent or agreement of all Unit Owners or of all Mortgagees for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all the Unit Owners or all Mortgagees or both as required by the Act of this Declaration. Furthermore, in the event the Veterans Administration has guaranteed any loans for Units in Creekwood Village Condominiums, then the Veterans Administration must approve any amendment to this Declaration.

Declarant shall have the authority, without the joinder or consent of any other party, to make any amendment of this Declaration necessary to clarify any apparently conflicting provisions hereof and/or to correct any mistakes or errors of a clerical nature resulting from typographical or similar errors.

Any change, modification or rescission, whether accomplished under any one or more of the provisions of the preceding paragraphs, shall be effective upon recording of such instrument in the Office of the County Clerk of Montgomery County, Texas; provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

25. Notice. Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to the Association or Board, or to any Unit Owner, as the case may be, at 5757 Woodway, Houston, Texas 77057, or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

Upon written request to the Board, the holder of any recorded Mortgage encumbering any Unit shall be given a copy of

all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit is subject to such Mortgage.

26. Severability. If any provision of the Declaration or By-Laws or any section, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the By-Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration or the By-Laws shall be constructed as if such invalid part was never included therein.

27. Rights and Obligations. Each grantee of the Declarant, by the acceptance of the deed of conveyance from the Declarant, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such grantee in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

28. Rights of Mortgagees. (a) Notice to Association. An Owner who mortgages his unit shall notify the Association giving the name and address of his Mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Units."

(b) Notice of Default. The Association shall notify a first mortgagee in writing, upon request of such mortgagee, of any default by the mortgagor in the performance of such mortgagor's obligations set forth in the Declaration which is not cured within thirty (30) days.

(c) Taxes and Other Charges on Common Elements. The Association shall immediately reimburse first Mortgagees who may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common elements, or who may pay overdue premiums on hazard insurance policies, or who may secure new hazard insurance coverage on the lapse of a policy.

(d) Examination of Books. The Association shall permit first Mortgagees to examine the books and records of the Association during normal business hours.

(e) Reserve Fund. The Association shall establish an adequate reserve fund for replacement of the Common Elements which shall be included in common expenses and paid by regular monthly payments rather than by special assessments.

(f) Annual Audits. The Association shall furnish each first mortgagee an annual audited financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association.

(g) Notice of Meetings. The Association shall furnish each first Mortgagee upon request of such mortgagee, prior written notice of all meetings for the Association and permit the designation of a representative of such Mortgagee to attend such meetings, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

(h) Notice of Amendments to Declaration, etc. The Association shall furnish each first Mortgagee prior written notice for the following: (i) abandonment or termination of Creekwood Village Condominiums as a condominium regime; (ii) any material amendment to the Declaration, By-Laws or Articles of Incorporation of the Association; and (iii) the termination of any professional management contract for the project.

(i) Leases. With the exception of a lender in possession of a condominium Unit following a default in a first mortgage, a foreclosure proceeding or any deed or arrangement in lien of foreclosure, no unit owner shall be permitted to lease its Unit for transient or hotel purposes. No Unit Owner may lease less than the entire Unit. All leases of any Unit must, (i) be in writing, and (ii) be subject in all respects to the provisions of the Declaration, Articles of Incorporation and By-Laws of the Association, and The Woodlands Covenants and that any failure by the lessee to comply with the forms and conditions of such documents shall be a default under such leases. Other than the foregoing, there shall be no restriction on the right of any Unit Owner to lease his Unit.

(j) Notice of Damage or Destruction. The Association shall furnish the first Mortgagees timely written notice of any substantial damage or destruction of Units and of any part of the Common Elements.

(k) Notice of Condemnation or Eminent Domain. The Association shall furnish the first mortgagees timely written notice of any condemnation, or eminent domain proceeding regarding all or any portion of a Unit or of the Common Elements and of any proposed acquisition of all or any part of such properties through condemnation or eminent domain proceedings.

(l) Consent of Mortgagees Required. (a) Unless all of the first mortgagees of Units in Creekwood Village Condominiums have given their prior written approval, the Association shall not be entitled to:

(1) by act or omission seek to abandon, partition, subdivide, alienate, release, encumber, hypothecate, owned, directly or indirectly, by the Association, for the benefit of the Unit Owners. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Property shall not be deemed a transfer withing the meaning of this clause;

(2) change the ratio of assessment or the method of determining the obligation, assessments, dues, or other charges which may be levied against an Owner.

(b) Unless one hundred (100%) percent of the first mortgagees of Units owned by Owners in the Association have given their prior written approval, the Association shall not be entitled to:

(1) by act or omission change, waive, or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings in the Project;

(2) fail to maintain fire and extended coverage on insurable Common Elements on a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurable value (based on current replacement cost);

(3) use hazard insurance proceeds for losses to any Common Elements for other than the repair, replacement, or reconstruction of such improvements.

(m) Management Agreements. Any management agreement entered into by the Association will be terminable by the Association for cause upon not more than thirty (30) days' written notice, and the term of such management agreement will not exceed the period of one (1) year, renewable by agreement of the parties to such agreement for successive one (1) year periods.

(n) Delegations of Owner's Use of Common Area. Regarding an Owner's delegation of his rights of enjoyment to the Common Elements as provided in this Declaration, no such delegation shall work a severance of the rights of enjoyment

of the Common Elements from the ownership of a Unit, and any such delegation by any Owner shall automatically terminate upon conveyance of legal title to such Unit by said Owner.

(o) Distribution. With respect to substantial damage to or destruction of any unit or any part of the Common Elements, nothing herein or in any other document establishing the Association will entitle the Owner of a Unit or other party to priority over a lienholder (an institutional holder of any first mortgage lien or equivalent security interest in a Unit) with respect to any distribution to such Unit Owner of any insurance proceeds.

(p) FHLMC and FNMA Regulations. Notwithstanding anything in this Declaration to the contrary, Declarant may amend this Declaration to conform with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or any similar duly constituted governmental authority, by written instrument executed by Declarant only and duly recorded in the records of the County Clerk of Montgomery County, Texas.

(q) Conflicts with Woodlands Covenants. In the event that any clause, sentence, paragraph, sub-section, or section of this Declaration shall be inconsistent with The Woodlands Covenants then the latter shall be controlling. Nothing in this document shall be construed to confer upon the Association the right to amend or in any manner change The Woodlands Covenants.

IN WITNESS WHEREOF, the said CREEKWOOD CONDOMINIUMS, LIMITED, has caused its name to be signed to these presents by its duly authorized officer on this 12<sup>th</sup> day of February 1981.

CREEKWOOD CONDOMINIUMS, LIMITED  
HARRIS DEVELOPMENT CORPORATION  
GENERAL PARTNER

ATTEST:

BY:  
HARRIS B. LIEBERMAN

THE STATE OF TEXAS:

COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned authority, on this day personally appeared, Harris B. Lieberman, President o CREEKWOOD VILLAGE CONDOMINIUMS, a limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12<sup>th</sup> day of February 1981

Angela Turley  
Notary Public in and for  
Harris County, Texas

My Commission Expires 7-15-84

LIST OF ATTACHMENTS

Exhibit A	Plat and Legal
Exhibit B	Building and Unit Location
Exhibit C	Ownership Interests in Common Elements
Exhibit D	Legal and Property to be Annexed
Exhibit E	Minimum Percentage of Ownership
Exhibit F	By-Laws
Exhibit G	Budget

## JOINDER OF MORTGAGEE

The undersigned, PROVIDENT NATIONAL BANK, being the owner and holder of an existing mortgage and lien upon and against the real property described in the foregoing restrictions and defined as the "Property" in said restrictions, as such mortgagee and lienholder, does hereby consent to and join in said Declaration of Covenants, Conditions, and Restrictions.

This consent and joinder shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned or any part thereof, but the undersigned agrees that its said mortgage and liens shall hereafter be upon and against each and all of the Lots and all appurtenances thereto, and all of the undivided, equitable shares and interests in the Common Area, subject to the restrictions hereby agreed to.

SIGNED AND ATTESTED by the undersigned officers of said PROVIDENT NATIONAL BANK hereto authorized, this the 6<sup>th</sup> day of February 1981.

THE COMMONWEALTH OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

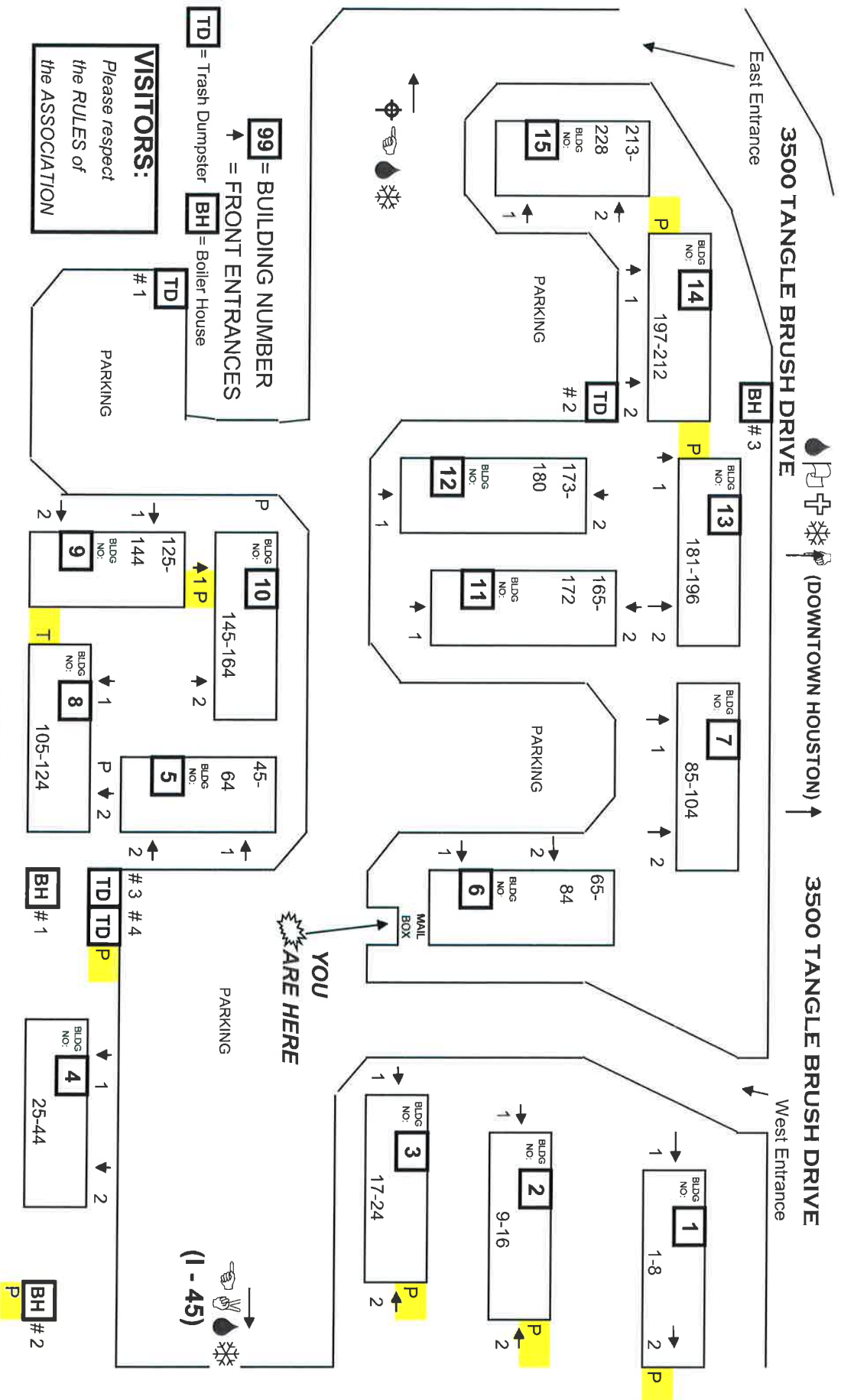
BEFORE ME, the undersigned authority, on this day personally appeared Ronald J. Bloch, known to me to be the person whose name is subscribed to the foregoing instrument as Banking Officer of PROVIDENT NATIONAL BANK, a banking corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6<sup>th</sup> day of February 1981.

WILLIAM O. BREM  
Notary Public, Phila., Phila. Co.  
My Commission Expires Oct. 13, 1983

Eight Pages of Exhibit B Drawings

# CREEKWOOD VILLAGE CONDOMINIUM COMMUNITY

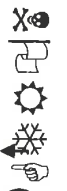


**VISITORS:**  
Please respect  
the RULES of  
the ASSOCIATION

**99** = BUILDING NUMBER  
**↑** = FRONT ENTRANCES  
**TD** = Trash Dumpster  
**BH** = Boiler House

PLEASE NOTE: These units are individually owned; **THIS IS NOT AN APARTMENT COMPLEX**

CVOA COPYRIGHT 2008 Revised 3-1-06



(CONROE)

(NOT IN SCALE)

COMPLEX

# Creekwood Village Homeowners Association, Inc.

Declaration/CCRs - Amendments



**PRESTIGE  
ASSOCIATION**  
Management Group

SECOND AMENDMENT TO CONDOMINIUM DECLARATION  
FOR CREEKWOOD VILLAGE CONDOMINIUMS

THE STATE OF TEXAS

KNOW ALL PEOPLE BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, on February 12, 1981, CREEKWOOD CONDOMINIUMS, LIMITED, a Texas Limited Partnership, acting through its general partner, HARRIS DEVELOPMENT CORPORATION, as Declarant executed that certain Condominium Declaration for Creekwood Village Condominiums filed for record in the office of the County Clerk of Montgomery County, Texas, under File No. 8110014, on March 19, 1981, and later that certain First Amendment to the Condominium Declaration filed for record in the office of the County Clerk of Montgomery County, Texas, under File No. 8123187, on the 24<sup>th</sup> day of June 1981, (said instruments hereinafter referred to as the "Declaration"); and

WHEREAS, Declarant desires to amend certain provisions of the Declaration as set forth below for the purpose of making all condominium units and the condominium regime of Creekwood Village Condominiums eligible for permanent financing by Federal National Mortgage Association (FNMA); and

WHEREAS, Declarant reserved the right to amend the Declaration to conform with the requirements of FNMA, and to clarify any conflicting provisions and to correct any mistakes or errors of a clerical nature resulting from typographical or similar errors;

NOW THEREFORE, it is hereby agreed that:

1. Paragraph 20 of the Declaration is amended to add to the end of the first full paragraph the following:

"Each Unit Owner shall have a cause of action against any defaulting Unit Owner, at law or

Equity, to enforce the provisions of the Declaration or the decisions of the Association, which any defaulting Unit Owner fails to comply with or breaches.

2. Paragraph 21 of the Declaration is amended by adding sub-paragraphs (e), (f), (g), (h), (i), and (j) as follows:

“(e) Any additional phase or phases may contain a contemplated additional maximum number of 264 units, although the exact number may vary due to design or planning changes which may hereafter occur, but any such additional phase or phases shall be of comparable style, size, and floor plan. Such Additional Property as described in Exhibit “D” of the Declaration, may be annexed in whole or in part, from time to time, and at more than one time, in order that such Additional Property become a part of the condominium regime described and defined in the Declaration;

“(f) Declarant further reserves the right, at any time, and from time to time, without the consent of others, to re-subdivide, amend the subdivision map, modify or otherwise change the Additional Property to be annexed, to grant easements, and otherwise to take such actions as may be deemed necessary by Declarant to satisfactorily expand the condominium.

“(g) Each Owner of a Condominium Unit in the project appoints Declarant as his or her attorney-in-fact for the purpose of effecting the foregoing; and the power herein granted

to Declarant shall be, and is a power coupled with an interest. Upon the recordation of any Supplemental Declaration(s) in compliance with the provisions hereof, the Declaration shall further apply to and affect all of the real property described above and all of the property described in any such Supplemental Declaration(s) and the condominium project, all of the Condominium Units in the project (as so expanded and annexed), and their future owners, with the same effect as if the property described in the Supplemental Declaration(s) were originally subject to the provisions of the Declaration. Thereupon, the powers and responsibilities of the Board of Managers created and established pursuant to the provisions of the By-Laws contained in Exhibit "F" of the Declaration shall be so-extensive with regard to all property included within the project (as expanded), and the Board of Directors shall, pursuant to the provisions of the Declaration, constitute the Board of Directors the project (as expanded), and the rights and obligations of all the Condominium Unit Owners in the project shall be the same and identical to the rights and obligations of the Condominium Unit Owners prior to the recordation of the Supplemental Declaration(s). The Board of Directors shall thereupon continue to maintain one maintenance fund for the collection and disbursement of monies as required and permitted hereby for the condominium project, and in all respects and meanings, the project (as expanded) shall be deemed to be a single condominium project for the purposes and in accordance with the provisions of the Declaration.

Upon the annexation of additional property by the recordation of one or more such Supplemental Declaration(s) in accordance with the provisions of Paragraph to, the ownership of the common areas and facilities shall automatically become, as to each Condominium Unit, a percentage interest equivalent to the number of square feet within each Condominium Unit, divided by the total number of square feet within all Condominium Units in the condominium project after the addition is completed, subject to the minimum percentages contained in Exhibit "E" of the Declaration. Assessments and voting rights for any additional phase shall be the same as for Phase I of Creekwood Village Condominiums."

"(h) All ad valorem taxes, assessments and maintenance charges shall be paid current by Declarant prior to the submission of any Additional Property to the condominium regime."

"(i) No liens, voluntary or involuntary, which may arise out of the construction of any subsequent phase on the Additional Property shall extend to or be a lien upon Phase I of Creekwood Village Condominiums or any other phase created and existing as an addition to the condominium."

"(j) No Supplemental Declaration(s) shall be filed prior to such time as the improvements are substantially complete for such additional phase contemplated by Declarant."

3. Paragraph 10 (a) is amended by adding the following provision at the end:

"Declarant agrees that it is responsible for

payment of any deficit in the Budget of the Association prior to such time as control of the Association passes from the Declarant to the Unit Owners, and thereafter for its share of Common Expenses for all contemplated and unsold Condominium Units, to the same extent as if Declarant were a Unit Owner. In addition, the Declarant shall contribute as working capital funds for the Association, two months of Common Expenses for each Condominium Unit unsold within 70 days after the date of conveyance of the first Unit in each phase of the condominium regime.”

4. Paragraph 13 is amended by adding the following provisions thereto:

“No insurance policy shall be cancelled, substantially modified, or permitted to lapse without at least 10 days prior written notice to the Association and to each first Mortgagee listed as a lienholder in such insurance policy.”

“Comprehensive public liability insurance is required covering all the Common Elements, public ways, and any other areas owned by the Association, or leased by the Association, and such coverage shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence, and coverage shall include without limitation, legal liability of the insureds for property damage, bodily injuries and the deaths of persons in connection with the operation, maintenance or use of the Common Elements, and legal liability arising out of

Any actions related to employment contracts of the Association, to the extent available.”

5. Paragraph 28(m) is amended by adding the following:  
“No decision to establish self-management by the Association shall be effective unless at least 67% of the Unit Owners and 67% of the Mortgagees holding first Mortgages on the Condominium Units are in favor of such self-management by the Association.”
  
6. Paragraph 28 is amended further by adding the following sub-paragraphs (r) and (s):  
“(r) Any election to terminate the legal status of the condominium regime after substantial destruction or a substantial takin in condemnation of the condominium property shall require the approval of at least 67% of the Mortgagees holding first Mortgages on the Condominium Units.  
  
“(s) Any material amendment to this Declaration requires at least 67% approval by the Unit Owners and at least 67% of the Mortgagees holding first Mortgages on the Condominium Units.
  
7. Paragraph 22 (c) (3) is amended by adding:  
“No reallocation of interests in the Common Elements and Units may be effected without the prior approval of at least 67% of the Mortgagees holding first Mortgages on the Condominium Units.”
  
8. Paragraph 22(e) is amended by deleting the existing provision and adding in its place the following provision:  
“(e) Payment of Awards and Damages. Damages or awards provided in this Section to be paid by the Board, acting as trustee, to or for the

account of any Owner or Mortgagee as their interest may appear, shall be applied first to the payment of any taxes or assessments by governmental authorities or The Woodlands Community Association past due and unpaid with respect to that Unit; secondly to amounts due under any mortgages; thirdly, to the payment of any unpaid monthly assessments or special assessments charged to or made against the Unit; and finally to the owner of such Unit.”

9. The following typographical corrections are made to the Declaration:
  - a. On Page 1, “4.3088” acres is added to the second paragraph of the Declaration.
  - b. On Page 2, “Seven” and “G” are added to sub-paragraph (e);
  - c. On Page 22, “E” is added to sub-paragraph ©.

Except as herein expressly modified, all terms, provisions, and conditions of the Declaration shall remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, CREEKWOOD CONDOMINIUMS, LIMITED, has executed this instrument on September 9, 1981.

CREEKWOOD CONDOMINIUMS LIMITED,  
a Texas limited partnership

BY: HARRIS DEVELOPMENT CORPORATION,  
GENERAL PARTNER

BY: Larry White  
Title: Exec. Vice President

THE STATE OF TEXAS

COUNTY OF Montgomery

BEFORE ME, the undersigned authority, on this day personally appeared Larry White, Exec. V President of HARRIS DEVELOPMENT CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, in the capacity therein state, and as the act and deed of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9 day of September 1981.

Notary Public for State of Texas

Melody V. Merritt

My commission expires 6/22/85

# Creekwood Village Homeowners Association, Inc.

Policies/Resolutions



**PRESTIGE  
ASSOCIATION**  
Management Group

RECORD OF DEDICATORY INSTRUMENTS (PURSUANT TO PROPERTY CODE § 202.006)

CREEKWOOD VILLAGE CONDOMINIUMS INC.

Number of Units 228
Declaration File Code GF3743B or 8110014
Declaration Film Code 064-01-0831

Items attached to be filed:
Management Certificate
By - Laws
Rules and Regulations
Articles of Incorporation
Architectural Control Guidelines
Other (Policy Resolution: Insurance Deductible)

TOTAL # OF PAGES TO BE FILED: 4

AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006 OF TITLE 11 OF THE TEXAS PROPERTY CODE

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Sarah Eldridge, who, being duly sworn according to law, stated the following under oath:

"My name is Sarah Eldridge. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am Vice President of JDH Property Management, the management team for CREEKWOOD VILLAGE CONDOMINIUMS INC., a Texas Non-profit Corporation (the "Association"). I am also a custodian of the records for the Association and I have been authorized by the Association's Board of Directors to sign this Affidavit.

The Association is a "property owners' association" as that term defined in Title 11 of the Texas Property Code. The Association's jurisdiction includes, but may not be limited to the tract or parcel of land consisting of approximately 228 Condominium Units as Recorded on plat 064-01-0883 in the Montgomery County Real Property Records.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded. The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at 15201 East Freeway, Suite 205, Channelview, Texas 77530 phone number: 281-457-5341.

SIGNED on this the 24th day of January, 2017.

[Signature of Sarah Eldridge]
Sarah Eldridge, Vice President
JDH Association Management

VERIFICATION

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Sarah Eldridge, who, after being duly sworn stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 24th. day of January 2017.

[Signature of Notary]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
G MARIE BARAJAS
124919455
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MAY 7, 2020

DOC #2017007020

**CREEKWOOD VILLAGE CONDOMINIUM  
ASSOCIATION, INC.**

**POLICY RESOLUTION: INSURANCE DEDUCTIBLE**

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

WHEREAS, Section 82.111(a) and (b) of the Texas Uniform Condominium Act (“TUCA”) generally provides that Creekwood Village Condominium Association, Inc. (the “Association”) must, to the extent reasonably available, obtain and maintain insurance policies covering the buildings, common elements, and units; but need not include improvements and betterments installed by the unit owners; and

WHEREAS, the Board of Directors has insured the buildings and common elements of the property; and

WHEREAS, Section 82.111 (c) of TUCA provides that if the insurance required by 82.111 (a) and (b) of TUCA is not reasonably available, that generally the Association shall cause notice of that fact to be delivered or mailed to all owners and lienholders; and

WHEREAS, the Board of Directors has obtained insurance policies required by 82.111(a) and (b) of TUCA; however the Board, having considered all relevant factors and based upon its business judgment, has determined that such insurance is only reasonably available with a policy deductible, and it is reasonable and customary for a condominium association located in Houston, Harris County Texas, to obtain such insurance with a stated policy deductible; and

WHEREAS, the Board of Directors is desirous of, pursuant to this Resolution: (i) notifying all owners and lienholders pursuant to 82.111(c) of TUCA that the insurance required by 82.111 (a) and (b) has been obtained and shall be maintained with a stated policy deductible, so that while the Association shall procure such insurance covering the buildings, common elements and units, such coverage shall be LESS and EXCEPT such deductible amount; and (ii) adopting and enforcing an equitable policy with regard to the liability for payment of the insurance deductible and/or otherwise insufficient funds from insurance proceeds to pay the costs to complete the repairs and reconstruction.

**NOW THEREFORE, BE IT RESOLVED**, that the following policy be and is hereby adopted by the Board of Directors.

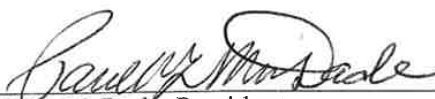
1. Notice is hereby given to all owners and lienholders that the insurance obtained by the Association as required by 82.111(a) and (b) of TUCA has a stated deductible, and as a result, the insurance obtained by the Association covering the buildings, common elements, and units is for an amount LESS and EXCEPT such deductible amount.

2. Notice is further hereby given that if any portion of the condominium (building, common elements or units) is damaged such that the cost to repair such damage is less than the stated deductible amount, the Association shall repair and/or replace the common elements so damaged but shall not repair or replace any portion of a unit so damaged.
3. Each unit owner shall pay for damages to the condominium or any other unit not covered by the Association's insurance (whether as a result of the application of the insurance deductible relating to same or otherwise) resulting from the failure or malfunction of any component or item within or forming a part of the unit, whether constituting a fixture (whether plumbing, electrical, etc.), appliance, or any item of personal property, irrespective of negligence.
4. Each unit owner shall pay for any loss deductibles paid by the Association or any costs associated with repair and reconstruction of a unit or the common elements for which insurance proceeds are insufficient to pay such costs (whether as a result of the application of the insurance deductible relating to same or otherwise), when such damage is due to negligence, misuse, act, or omission by the unit owner or his/her family, tenants, guests, agents, servants, employees or contractors as determined by the Board in its sole and absolute discretion (whether or not a special assessment is made against other owners initially to cover such costs).
5. In the event that damage is limited to some, but not all, units, the costs of damages and repairs not covered by the Association's insurance (whether as a result of the application of the insurance deductible relating to same or otherwise) will be allocated between unit owners as the Board deems appropriate, in its sole and absolute discretion.
6. In the event that the cause of the loss cannot be determined and is only related to a unit(s) or the limited common elements assigned to a unit(s), the insurance deductible and costs not covered by insurance shall be payable by the owner or owners who incurred damage.
7. In the event of an owner or resident being insured for any loss to the unit or to the property, the Association shall be entitled to require the owner and/or resident to claim any loss under such owner/resident's policy of insurance.
8. In the event the Board determines that the costs for such repair and reconstruction that are not covered by insurance or are due to the deductible are the Association's responsibility, it may be specifically assessed, paid out of budgeted reserves or provided in the subsequent year's budget, at the Board's sole and absolute discretion as a common expense.
9. In the event that an owner is responsible for payment of a deductible or damage costs, the following rules shall apply:
  - a. The deductible or damage costs will be levied against the owner's unit.
  - b. The deductible or damage costs must be paid by the owner within thirty (30) days of levy.
  - c. The Board of Directors may, in its discretion, permit an owner to establish a payment plan to pay for the deductible or damage costs. A payment plan may not be longer than eighteen (18) months. If an owner fails to make a required payment, he/she will not be entitled to a second payment plan.
  - d. The Association may file a lien against the subject owner and unit to secure payment of the deductible.

**CERTIFICATION**

I, the undersigned, being the President of the Creekwood Village Condominium Association, Inc., hereby certify that the foregoing Policy Resolution was adopted by at least a majority of the Creekwood Village Condominium Association, Inc.'s Board of Directors.

Approved and adopted by the Board of Directors on the 8<sup>th</sup> of December, 2016.

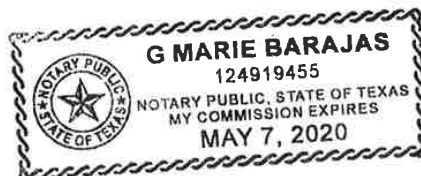


\_\_\_\_\_  
Pauletta McDade, President  
Creekwood Village Condominium  
Association, Inc.

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

Before me, the undersigned authority, on this day personally appeared Pauletta McDade, President of Creekwood Village Condominium Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 8<sup>th</sup> day of December, 2016.

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

AFTER RECORDING RETURN TO:  
**JDH Association Management**  
c/o JDH Association Management  
P.O. Box 96046  
Houston, TX 77213

FILED FOR RECORD  
01/27/2017 10:59AM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number  
sequence on the date and time stamped herein  
by me and was duly RECORDED in the Official Public  
Records of Montgomery County, Texas.

01/27/2017



County Clerk  
Montgomery County, Texas

**RESOLUTIONS OF THE BOARD OF DIRECTORS  
OF CREEKWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.**

TO: All owners and residents of the Creekwood Village Condominium complex

At a duly called meeting on November 17th, 2009, the Board of Directors of Creekwood Village Homeowners Association, Inc, ("the Board") unanimously adopted the following Rules and Regulations. All owners and residents must comply with these Rules and Regulations, or be subject to fines and possible legal action.

**WHEREAS**, there have been reports by residents at the Creekwood Village complex of unleashed pets, (and also pets unaccompanied by their owners) in the common areas of the complex, as well as unaccompanied pets being left on patios and terraces;

**WHEREAS**, the Declaration applicable to the Creekwood Village complex prohibits loose pets within the complex; and

**WHEREAS**, the Board, as allowed by law, has elected to implement additional rules and regulations applicable to pets within the complex,

IT IS THEREFORE:

**RESOLVED**, that the owner of any pet (including any dog or cat) which is found left alone on a patio or balcony, or without a leash and accompanying owner or other adult outside of the pet owner's home, shall be subject to a fine of \$100.00 per incident.

**RESOLVED**, that any pet which acts in a threatening manner towards any person, or any other person's pets within the complex, shall, following a warning, be subject to immediate and permanent removal from the complex.

**RESOLVED**, that any pet in the common areas of the complex which causes injury to a person or to any other person's pets, must be immediately and permanently removed from the complex by the pet's owner.

**RESOLVED**, that the Board shall have the option to seek legal recourse through the Association's attorney to enforce the provisions of the Declaration applicable to pets in the complex, and the above Rules, which may include sending demand letters and/or filing of a lawsuit seeking the permanent removal of the offending pet or pets from the subdivision.

**RESOLVED**, that no pet may be left alone and unattended on the patio, terrace or balcony of any unit.

**RESOLVED**, that the foregoing Rules are established and applicable to all owners of property and residents within the complex.

The foregoing Resolutions were approved by a majority of the Board of Directors of Creekwood Village Homeowners Association, Inc. on the date shown below.

Date: November 17, 2009

**D. D. Bentley**

Secretary

# Creekwood Village Homeowners Association, Inc.

Rules and Regulations



**PRESTIGE  
ASSOCIATION**  
Management Group

CREEKWOOD VILLAGE CONDOMINIUMS, INC.

RULES AND REGULATIONS

October 2016

INTRODUCTION/PURPOSE

The enclosed Rules and Regulations have been established by the Creekwood Village Condominiums Board of Directors (Board). They are intended to protect the interests of our condominium association, maintain our property values, and provide basic guidelines for the respect of the rights, comforts, safety and convenience of other owners and residents at Creekwood. In some cases, an owner (or group of owners) may find a specific rule they do not agree with. In such instances, it is important to remember that these rules are the benefit and protection of the majority of owners, i.e.: the basis for our condominium association.

The rules are written in simple, ordinary language for ease of understanding. The Board has the authority to interpret or amend these rules, as they deem necessary. These rules apply to all owners and residents. If leasing a unit, the owner is responsible for ensuring compliance by their tenant(s). Owners and residents are responsible for ensuring compliance by their guests.

The Board has devoted a great deal of effort in developing these rules for the overall benefit of Creekwood, as our responsibility is to protect the investment and enhance the value of Creekwood for all owners. Your compliance with these rules is both appreciated and required. The Board urges you to familiarize yourself with these rules, as they will be enforced. Questions or suggestions for change may be forwarded for consideration by the process described within these rules.

CREEKWOOD VILLAGE CONDOMINIUMS, INC.

RULES AND REGULATIONS

Creekwood Village Condominiums is here after referred to as "CW".

I- PARKING/VEHICLES

- A. All vehicles rules and regulations apply to all owners, residents, and guests.
- B. Specific rules interpretations, clarifications or amendments will be made by the Board, as necessary.
- C. CW is not responsible for theft or damage to any vehicle on CW property. This is the vehicle owner's responsibility, and it is recommended that vehicle owners verify appropriate coverage through their auto and/or homeowner's policies.
- D. The speed limit within CW property is 5 miles per hour.
- E. Each unit is entitled to one reserved parking space that corresponds with your unit number. Switching spaces or parking in another designated space that is not the unit's requires board approval.
- F. With the exception of brief and occasional routing maintenance on owner's or residents personal vehicles, vehicle repairs are not permitted at CW.
- G. Millstead Towing, storage and related costs are at the vehicle owner's expense.
- H. The following vehicle violations are subject to immediate towing (i.e.: no advance notification required) as they represent a potential threat to the safety and well-being of others at CW.
  - 1. Any vehicle parked in a no parking zone (red curb) is subject to immediate towing. These zones must be kept clear for emergency vehicle access, as well as for maintenance and service traffic.
  - 2. Any vehicle otherwise obstructing or impeding the traffic flow within CW is subject to immediate towing.
  - 3. Any vehicle deemed as a potential danger or hazard to CW residents, such as a vehicle leaking gasoline, is subject to immediate towing.

I. The following vehicle violations are also subject to towing, but advance notice will be provided. Advance notice will consist of a sticker being placed on the vehicle, advising of the violation and the date to be towed.

1. Boats, trailers, campers and recreational vehicles are not permitted at CW and are subject to towing.
2. Nonoperational vehicles (not currently licensed and inspected, and/or in running condition) are subject to towing.
3. Commercial vehicles are subject to towing. Commercial vehicles are defined as any vehicle built for commercial use, such as plumbing trucks, electrician's trucks, wreckers, flat beds, bob tails, stake body trucks, etc., as well as company vehicles commercially licensed or otherwise identified as primarily a commercial vehicle.
4. Vehicles leaking excessive fluids are subject to towing.
5. Vehicles under repair for an unreasonable amount of time, such as on a jack or missing a wheel, are subject to towing.
6. Vehicles improperly parked, over the parking lines, upon curbs or blocking dumpster area or in the grass area, are subject to towing.

J. These vehicle rules and regulations are for the overall benefit of CW. While a specific rule may inconvenience a certain owners or resident, condominium community requires joint cooperation for the majority of the co-owners. If you have a question about how any rule might apply to a specific instance, request the Managing Agent to bring it up at the next Board Meeting. These rules will be enforced, so asking in advance may save you from towing expenses.

## II - OUTSIDE CHANGES

A. Prior written approval of the Board is required for any and all changes made to the outside of any unit. Failure to obtain such approval may result in your being required to remove changes and/or restore to original condition, at your expense. (Request ACC Form)

B. Outside changes include, but are not limited to, light fixtures, screening, trellises, lattice work, satellite dish, etc. A maximum of one dish may be installed per unit. Satellite dishes must be

installed on the patio area only. The dish cannot be mounted on the roofing in any manner, ACC approval is required prior to any installation of a dish.

C. No owner or resident shall install or cause to be installed on the exterior of any building, on the walls of any building out of the windows of any unit, or on the roof of any building: any wiring for electrical or telephone installation or for any other purposes, television or radio antennae, machines, or other air conditioning units, except as expressly approved in writing by the Board.

D. Nothing shall be stored in the Common Elements without prior consent of the Board, except in storage areas or as otherwise herein expressly provided.

### III – INSIDE CHANGES

A. Any interior changes which may affect the structural integrity of a unit or building must be approved by the Board in writing, in advance. (Request ACC Form)

### IV – CHILDREN

A. As a concern for their safety, children must not be allowed to play in the parking areas, driveways, vegetation areas, or to climb on patios, stairs or balconies where hazards may exist.

B. Parents or guardians are responsible for their children's conduct. Please supervise children closely.

C. Toys, bikes and other play equipment cannot be stored in the common areas and need to be promptly removed from common areas when not in use.

### V – LAWNS AND SHRUBS

A. The trees and shrubbery are a vital and valuable part of CW, and each resident shall be liable for any damages, mutilation or defacing thereof for which they, their children or their guests are responsible.

B. The Managing Agent is responsible for arranging and providing all landscaping services. Such work is done exclusively under the authority of the Managing Agent, and all requests or complaints about landscaping must be directed to the Managing Agent.

## VI – PETS

A. Owners and residents with pets must have direct physical control (e.g.: on a leash) over their pets at all times. Residents walking pets are responsible for seeing that all pet droppings are removed from the common areas. Owners and residents need to walk their pets along the perimeter of the community and not allow their pets to use the flower beds or interior grass areas for the droppings. Not cleaning up after your pet could result in a fine up to \$150.00 per occurrence.

B. No animals may be raised, bred, kept or otherwise used for commercial purposes in any unit.

C. No more than two (2) household pets may be kept in any unit

D. No pets shall be kept if such pet constitutes a nuisance to any other resident. Any such animal found unattended outside the enclosure may be removed by the local pound or animal shelter personnel.

E. Pet owners are fully responsible for their pets, including any damage which they may cause to the common elements.

F. No pet shall be left unattended on balconies or patios at any time. Pet doors are not allowed to be installed in the patio doors which allow a pet to roam freely between the interior and exterior patio. Fines will be levied up to \$150.00 per occurrence.

G. No animals over 45 pounds will be permitted.

## VII – BALCONIES, PATIOS, AND WINDOWS

A. All windows shall have proper window dressing that does not detract from the general appearance of the complex. No foil, paper, or sheets shall be placed in any window or door.

B. All draperies and blinds that are visible outside a unit must be white or off-white in color.

C. It is prohibited to hang clothes, towels, rugs, bedding, or items of a similar nature on the balconies or the patios.

D. Owners may place upon their patios and balconies, patio furniture and such decorative items as owner may deem desirable, provided however, that such decorative items do not detract from the general appearance of the complex.

E. Broken windows are the responsibility of the owner or resident and must be replaced immediately.

F. Window fans and window air conditioners are prohibited at CW.

G. No wood, plastic or other materials may be stored or erected on patios or balconies unless approved by the Board.

H. Balconies & patios are not to be used for storage. No bikes, shoes, barbeque pits, coolers, boxes, etc. may be left on the patios or balconies.

I. No grilling on the patios or balconies are allowed at any time.

#### VIII – TRASH/GARBAGE

A. All rubbish must be placed in a sturdy plastic bag and tied before being placed in a dumpster.

B. Trash bags may not be placed outside unit.

C. Large item/heavy trash hauling is not included in CW's trash/garbage service. Residents are expected to arrange and pay for such service as needed.

D. Trash cans must be inside the residence. No trash can is to be stored in view.

#### IX – MAINTENANCE

A. When calling the Managing Agent for any maintenance request, ask for the Work Order Manager for CW. This will expedite your request for service. For faster service, please submit your work order request via email to the management company.

B. All owners are responsible for maintaining their units. Owners that fail to maintain his or her unit will receive a fine. In addition, a vendor will be hired to make the necessary repairs and the cost associated with the repair will be billed back to the unit owner.

## X – LEASING OF UNITS

- A. Owners are responsible for the actions of their tenants. Any owner leasing a unit shall not be relieved of any obligation under CW's By-Laws, Declaration or Rules and Regulations.
- B. Owners and tenants are responsible for ensuring that Managing Agent has, on file, the correct names of tenants and their phone numbers.
- C. All units at CW are single family dwelling.
- D. Units may be initially leased for a term not less than six (6) months.
- E. The lease shall stipulate that a maximum of two (2) occupants per bedroom is permitted.
- F. Units shall not be leased or otherwise be used for transient or hotel purposes and nothing less than an entire unit may be leased.
- G. The lease shall require the lessee to obey the terms and conditions of Declaration, By-Laws and the Rules and Regulations of CW, which owners are required to provide copies to their tenants. Failure to comply with the terms of such instruments shall be a default under the lease.

## XI – GUESTS/VISITORS

- A. Owners and residents are solely responsible for their guests and visitors.
- B. It is the responsibility of CW residents to ensure that their guest comply with all applicable Rules and Regulations, including, but not limited to, parking, pets, pool, and noise.

## XII – INSURANCE

- A. Residents are responsible for providing insurance to protect their personal belongings from such perils as fire, windstorm, theft, vandalism, etc. "Personal Belongings" include such items as clothing, furniture, furnishings, etc. Residents are also responsible for providing insurance to protect themselves against any liability that might arise from someone incurring bodily injury or property damage as a result of negligence on the resident's part. The above exposure can be adequately protected by the resident purchasing the appropriate insurance policy from their insurance agent.

### XIII – HOW TO GET ISSUES ADDRESSED

A. The Managing Agent is responsible for the ongoing operations of CW through the direction of the Board. CW's Managing Agent is:

JDH Association Management

15201 East Freeway #205

Channelview, TX. 77530

(281) 457-5341 – office

(281) 457-5343 – fax

B. Requests for work, questions, problems, complaints and suggestions may be addressed to the Managing Agent. The Managing Agent has the authority to initiate certain work, handle emergency needs, and resolve many questions or problems.

C. Do not contact a Board member for any of the above, unless instructed to do so by the Managing Agent. All Board members have been instructed to refer you to the Managing Agent to ensure proper logging, tracking and reporting of all operations at CW.

D. All written correspondence regarding CW must also be routed through the Managing Agent. The Managing Agent is responsible for taking necessary actions, as needed, and then reporting such to the Board or submitting items for Board consideration at the next Board meeting.

E. All regular meetings are open to CW owners, but any owner wishing to discuss an issue must be placed on the agenda in advance. Please check the online calendar for meeting dates.

F. To be included on the agenda for discussion of an issue, owners must submit such to the Managing Agent at least one week in advance of meeting.

G. Visitors are welcome at all Board meetings but must notify Managing Agent of their Attendance at least one week in advance to ensure adequate seating.

H. Strict order will be maintained at meetings, as our agenda is usually lengthy and covers a broad range of issues.

#### XIV - RESPONSIBILITY CHECKLIST

A. The attached responsibility checklist is provided as a quick reference guide differentiating the responsibilities of the Owners and CW. This listing is not intended to be all-inclusive, and the Board may make additions or changes, as necessary. Depending on circumstances or special requirements, the Board may make exceptions to the responsible party as indicated.

#### XV –MISCELLANEOUS

A. Residential Use Requirement. All condominium units shall be used and occupied as private residences for single families or individuals. All present and future home owners, tenants and occupants of condominium units shall comply with the provisions and terms of the Declaration, the By-Laws and other governing Rules and Regulations of CW.

B. Maintaining your Unit. Each owner, at their own expense, shall maintain their unit, patio and/or balcony space and storage space in good condition and in good order and repair, and shall not do or allow anything to be done in their unit not in compliance with CW's By-Laws, Declaration or Rules and Regulations. If an owner does not comply, the Association may undertake necessary repairs and assess the owner for all cost incurred, as well as levy a fine up to \$75.00 per occurrence.

C. Legal Costs Recovery. Any proceeding by the Association arising out of an alleged failure of an owner, resident or guest to comply with the terms and provisions of Declaration, By-Laws, or these Rules and Regulations, or the terms and provisions of such documents as they may be amended from time to time, shall entitle the Association to receive from the owner reasonable attorney's fees and court costs as may be awarded by a court.

D. Right of Access – Managing Agent shall have the right of access during reasonable hours, as may be necessary, for the maintenance, repair or replacement of common elements and to make any required inspections or repairs as necessary to correct or prevent damages to the unit and/or other units of CW.

E. Cost of Repairs – The cost of repairing property owned by the Association or another unit owner could be your responsibility under certain circumstances. The occurrence may relate to water damage caused by a clogged drain, worn seals, and tube or sink overflowing. Damage caused by smoke or fire originating in your unit could also be your responsibility. The responsible party may be held accountable for the deductible if the Association insurance policy

is used. Any cost of repair or replacements due to a resident's negligence or misuse will be the responsibility of such resident and/or owner.

F. Disturbance of Neighbors – All CW residents (owners and occupants of units) shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such a manner as may disturb or tend to disturb other residents at CW. No unit shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment of other residents, nor shall any nuisance or immoral or illegal activity be committed or permitted to occur at CW.

G. Plumbing – Because CW water is not individually metered and billed, any plumbing leaks within a unit must be repaired immediately. Also, clogging of drains (such as a grease clog in the kitchen) may cause damage to another unit, and must be repaired immediately.

H. Children – Parents are responsible for proper supervision and safety of their children, and to see that they abide by the Rules and Regulations of CW. Parents may be fined and/or charged for any damage caused by their children. Toys and bicycles must not be left anywhere outside at CW.

I. Business Operations – Business operations conducted from a unit are not permitted at CW.

J. Telephone Numbers – All residents' telephone numbers should be registered with the Managing Agent for security and safety reasons.

K. Outside Cooking – There shall be no cooking of any kind on the balconies or patios per Houston City Ordinance. Grills are available at the pool.

L. Speed Limit – A speed not exceeding 5 miles per hour must be maintained on CW property.

M. Flammables – Storage of flammables or explosives are prohibited anywhere at CW.

N. Kerosene Heaters – Kerosene heaters are prohibited at CW.

O. Exterminating – Exterminating within a unit is the responsibility of the owner. Exterminating outside is the responsibility of CW.

P. Solicitation – No solicitation or solicitation materials are permitted at CW except as authorized by the Board.

Q. Signs – No advertisements, signs or posters of any kind are permitted at CW except as authorized by the Board. This includes for sale or for lease signs.

R. Smoke Detectors – Smoke detectors should be installed in each unit and properly maintained per Houston City Ordinance.

S. Air Conditioner service lines and drain lines must be cleaned out a minimum of twice per year at the expense of the owner. If the Air Conditioner drain lines becomes clogged, the owner is responsible for the cost of repairs.

T. In the event that a homeowner has a discharge of water that causes damage to their unit or any other unit, it is the owner's responsibility to cover the cost of those damages up to the deductible of the master policy.

#### XVI – ENFORCEMENT OF RULES AND REGULATIONS

A. After reasonable notification, non-compliance or repeated offenses of these Rules and Regulations may result in a penalty/fine to the owner of up to \$75.00 per violation, per incident. Repeat violations will be turned over to the Association Attorney for legal action. All costs associated with correcting the violation will be billed to the owner.

# Creekwood Village Homeowners Association, Inc.

Welcome Letter



**PRESTIGE  
ASSOCIATION**  
Management Group

**Congratulations on  
your new home!**



**PRESTIGE  
ASSOCIATION**  
Management Group

**Welcome to:  
Creekwood Village  
H.O.A., Inc.**



**PRESTIGE**  
**ASSOCIATION**  
Management Group

**Sarah Eldridge**  
Owner and President  
281-607-7701 (phone)  
281-306-5454 (fax)  
Email: [sarahe@pamgtx.com](mailto:sarahe@pamgtx.com)  
[www.pamgtx.com](http://www.pamgtx.com)

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### **CREEKWOOD VILLAGE H.O.A., INC.**

Welcome to Creekwood Village Condominiums! On behalf of the board and homeowners, I can say that we are excited that you have chosen to be a part of community!

Prestige Association Management Group is the Management company selected by the board for Creekwood Village Condominiums. Your dedicated Association Manager is Linda Lewis, and she can be reached at 281-607-7701 or via email at [LINDA@PAMGTX.COM](mailto:LINDA@PAMGTX.COM). You may contact us should you have any questions regarding issues on the property, ACC requests/applications, homeowner dues, questions regarding the portal, or any other community related concern.

The operation of this association is governed by a board of 5 volunteer directors. The board members are elected during the Annual Meeting, and they serve staggered terms. The board is responsible for overseeing the daily functions and financial responsibilities of the HOA, maintaining member compliance and for maintaining the wellbeing and upkeep of the community. The board and management company work together to ensure these responsibilities are upheld.

The association has put together this welcome packet so that you can become familiar with the Association. Inside, you will find all HOA legal documents, the most recent budget, the last approved annual meeting minutes, the most recent published financials, homeowner portal instructions, a homeowner questionnaire, contact information.

Please take the time to read the declarations, bylaws, and community rules & regulations. Copies have been made available to you in this packet and are also available on the community website, which can be found by visiting <https://creekwoodvillagehoa.frontsteps.com/dashboard#tour>. The website also has important community forms and documents, financials, meeting minutes and more. We encourage you to familiarize yourself with this resource and to get to know your community.

There is a monthly board meeting and, due to Covid-19, these have been held via Zoom. Notice is sent to all owners via email prior to the meeting. Elections are held at the annual meeting, and the 2022 meeting date is to be determined. All homeowners are encouraged to attend meetings.

Again, welcome to the community! If you have questions or comments, please reach out to Prestige Association Management Group. We are here to assist you any way that we can.

Sincerely,

Sarah Eldridge  
Prestige Association Management Group



**Creekwood Village H.O.A., Inc.** has set up a new secure website to enhance your living experience.

**Here's What You Will Get**

- Management will be able to communicate electronically with you quickly and efficiently
- Access important files and documents (i.e. minutes of meetings, financials)
- Make online payments
- Get all the answers you need through Community FAQs
- And a whole lot more...

**Get started on your laptop or smartphone**

1. Visit your community website at  
<https://creekwoodvillagehoa.frontsteps.com/dashboard#tour>
2. Follow the onscreen instructions to complete the setup process

We hope you enjoy using the new website / resident portal. If you encounter any problems, please reach out to us and we will help you.

Let's build a strong & vibrant community together!

Yours sincerely,

Sarah Eldridge  
Owner and President