



**SECOND AMENDMENT TO THE  
CONDOMINIUM DECLARATION  
FOR THE  
WILLIAMSBURG CONDOMINIUMS**

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

This SECOND AMENDMENT TO THE CONDOMINIUM DECLARATION FOR THE WILLIAMSBURG CONDOMINIUMS (“**Second Amendment**”) is made effective as of the 18th day of May, 2010.

**WITNESSETH:**

**WHEREAS**, Hillcrest Associates, a Texas joint venture created that certain Condominium Declaration for Georgetown on Hillcrest Condominiums dated November 16, 1984, and recorded it in Volume 84236, Page 3473 *et seq.* of the Real Property Records of Dallas County, Texas (“**Declaration**”); and

**WHEREAS**, Little Lote Investment Corporation, successor to Hillcrest Associates, executed and filed a Certificate of Correction of Error to the Condominium Declaration for Georgetown on Hillcrest Condominiums, dated October 19, 1993, which is recorded in Volume 93206, Page 1750 *et seq.* of the Real Property Records of Dallas County, Texas; and

**WHEREAS**, that certain First Amendment to the Condominium Declaration for Georgetown on Hillcrest Condominiums dated effective as of August 27, 2002 was duly adopted by the members of the association and recorded October 11, 2002 at 2002 200 01264, Real Property Records of Dallas County, Texas (“**First Amendment**”); and

**WHEREAS**, pursuant to the First Amendment [i] the name of the project was changed from “The Georgetown on Hillcrest Condominiums” to “The Williamsburg Condominiums”; [ii] the name of the Association was changed from “Georgetown On Hillcrest Homeowners Association, Inc.” to “The Williamsburg Condominium Association”; and [iii] the Declaration was amended to allow the annexation of adjoining land described therein; and

**WHEREAS**, that certain Condominium Declaration of Annexation and Merger for the Williamsburg Condominiums [Formerly The Georgetown of Hillcrest Condominiums] was filed of record at 2003 178 05793 *et seq.*, Real Property Records of Dallas County, Texas; and

**WHEREAS**, on February 24, 2010, the consent of the Owners of Units to which at least sixty seven percent (67%) of the votes in the Association are allocated was obtained to approve the following amendments to the Declaration; and

**WHEREAS**, on May 14, 2010, the approval of First Mortgagees holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages was obtained to approve of the following amendments to the Declaration.

**NOW, THEREFORE**, the Declaration is hereby amended as follows:

1. Article I, Section 1.1(t) is deleted and restated as follows:

“(t) “Unit” shall mean the elements of an individual Condominium Unit as shown on the Maps which are exhibits attached to the Declaration as amended, and each Unit shall include the air space included within its boundaries. The boundaries of each Unit shall be and are the unfinished interior surfaces of the perimeter walls, floors, ceilings, window frames, doors, door frames and trim; and the space includes both the portions of the Building so described and the air space so encompassed, excepting the Common Elements. The term “unfinished interior surfaces” shall mean commencing with the sheetrock of the perimeter walls and the ceilings, and the subfloors, without wall or floor coverings or other finish. In interpreting deeds, mortgages, deeds of trust and other instruments, the existing physical boundaries of the Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries, regardless of settling, rising or lateral movement of the Building and regardless of variances between boundaries shown on the Plat and those of the Building. While the Owner of the Unit shall own and be responsible for the personal property, fixtures, and other items and components within the air space of the Unit (“**Interior Items**”), these will not be considered in the definition of a Unit in connection with insurance requirements, maintenance and repairs. Interior items may include, without limitation, interior finish and decoration, partitions, appliances, furniture, fixtures and improvements located within the perimeter boundaries of the Unit which are intended to exclusively serve such Unit space, such as interior room walls, floor coverings or finish, closets, cabinets, shelving, individual bathroom and kitchen fixtures, plumbing and appliances, individual lighting and electrical fixtures and other separate items or chattels belonging exclusively to such Unit, any of which may be removed, replaced, disposed of, or otherwise treated without affecting any other Unit or the ownership, use or enjoyment thereof. None of the land in this Project on which any Unit space or porch space is located shall be separately owned, as all land in this Project shall constitute part of the “Common Elements” of the Property as herein defined, and shall be owned in common by the Owners of the Units in this Condominium Project.”

2. The first sentence of Article IV, Section 4.6(d) is deleted and restated as follows:

“d. The Association shall be responsible for obtaining insurance, if reasonably available, on the Units but not the Interior Items, as said terms are defined in Article I, Section 1.1(t).”

3. The Declaration is hereby amended to have Chapter 82 of the Texas Property Code (the Uniform Condominium Act) apply to The Williamsburg Condominiums and The Williamsburg Condominium Association as provided in Section 82.002(a)(1) of said Act.

**IN WITNESS WHEREOF**, the undersigned officer of the Association has executed this Amendment effective as of the date first above written to evidence the approval of a requisite number of Members and mortgagees as above provided.

**THE WILLIAMSBURG CONDOMINIUM ASSOCIATION**  
A Texas non-profit corporation

By: Jeff Olson

Name: Jeff Olson  
Title: President

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on this 20th day of May, 2010, by Jeff Olson, President of The Williamsburg Condominium Association, a Texas non-profit corporation, on behalf of said corporation.

Lori R. Cole  
Notary Public, State of Texas



**SECRETARY'S AFFIDAVIT**

BEFORE ME, the undersigned authority, personally appeared Margaret Diehl, who being by me duly sworn, deposed as follows:

"I, the undersigned do hereby certify:

That I am the duly elected and acting Secretary of THE WILLIAMSBURG CONDOMINIUM ASSOCIATION, a Texas non-profit corporation ("Association");

That the foregoing document constitutes the SECOND AMENDMENT TO THE CONDOMINIUM DECLARATION FOR THE WILLIAMSBURG CONDOMINIUMS and was approved by Owners of Units having at least sixty seven percent (67%) of the votes of all members of the Association.

Further Affiant sayeth not."

By: Margaret Diehl

Name: Margaret Diehl

Title: Secretary

STATE OF TEXAS §

COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public on this the 20th day of May, 2010.

Lori R. Cole  
Notary Public, State of Texas



ACKNOWLEDGMENT

STATE OF TEXAS )(

COUNTY OF DALLAS )(

This instrument was acknowledged before me on the 20th day of May, 2010, by Jeff Olson, President of The Williamsburg Condominium Association, a Texas non-profit corporation, on behalf of said corporation.

Lori R. Cole  
Notary Public, State of Texas



**AFTER RECORDING RETURN TO:**  
Williamsburg Condominiums  
c/o Veracity Inc.  
11311 N. Central Expy, Suite 216  
Dallas, Texas 75243

2010

FILED  
COUNTY CLERK  
DALLAS COUNTY, TEXAS

Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
05/25/2010 08:43:33 AM  
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*JFW*

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