

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SPRING MEADOWS SUBDIVISION-PHASE II, A
SUBDIVISION IN THE CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS,
ACCORDING TO PLAT FILED OF RECORD IN VOLUME 5838, PAGES 177 and 178,
OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SPRING MEADOWS SUBDIVISION-PHASE II (this "Declaration"), is made and entered into
as of the 28th day of January, 2004, by WOODLAND HILLS
DEVELOPMENT, LTD., a Texas Limited Partnership ("Declarant").

RECITALS:

A. Declarant is the fee simple title owner of the real property (the "Property")
described as follows:

Being all those certain lots, tracts or parcels of land lying and being situated in
Brazos County, Texas and being the SPRING MEADOWS SUBDIVISION-
PHASE II, an addition to the City of College Station, Texas, according to plat
recorded in Volume 5838, pages 177 and 178, Official Records of Brazos County,
Texas

B. Declarant desires to subject the Property to this Declaration, and to the covenants,
conditions, restrictions, easements, liens, and charges herein set forth.

C. Declarant will hereafter hold and convey title to the Property, or any part thereof,
subject to the covenants, conditions, restrictions, easements, liens, and charges herein set forth.

AGREEMENT:

NOW, THEREFORE, Declarant hereby covenants, agrees, and declares that the Property
shall be owned, held, transferred, leased, sold, conveyed, and occupied subject to the covenants,
conditions, restrictions, easements, liens, and charges set forth in this Declaration, as amended
from time to time pursuant to the terms hereof, which covenants, conditions, restrictions,
easements, liens, and charges shall be covenants running with the land and shall be a burden and
a benefit to Declarant and its successors, legal representatives and assigns, and any persons
acquiring or holding any interest in all or any portion of the Property, their grantees, successors,
heirs, executors, administrators, legal representatives and assigns.

ARTICLE I.

DEFINITIONS

The following words, when used in this Declaration shall, unless the context shall otherwise clearly indicate or prohibit, have the following meanings:

Section 1.01 "Architectural Review Committee" or the "Committee" shall mean and refer to that Committee composed of three (3) members appointed in the manner set forth in this Declaration, which Committee is appointed to provide for architectural control and approval within the Property and to have and exercise such other powers and/or duties as are more specifically set forth in this Declaration.

Section 1.02 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, as the same may from time to time be duly amended.

Section 1.03 "Assessments" shall mean and refer to the assessments and charges described in Article IV of this Declaration.

Section 1.04 "Association" shall mean a Texas non-profit corporation organized under the name of Spring Meadows - College Station Homeowners' Association, Inc., or such other name as the Declarant may designate. The Association shall be the entity responsible for collecting and disbursing the assessments and charges hereinafter created pursuant to this Declaration, enforcing the covenants and restrictions hereinafter set forth, and establishing and directing the enforcement of the architectural controls by and through the Architectural Review Committee, and maintaining and administering community properties and facilities on the Property as set forth herein.

Section 1.05 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 1.06 "Bylaws" shall mean and refer to the Bylaws of the Association as the same may from time to time be duly amended.

Section 1.07 "Certificate of Compliance" shall mean and refer to that certificate issued to an Owner stating that such Owner has complied with and satisfied the procedures set forth herein with respect to review and approval by the Architectural Review Committee of improvements constructed by such Owner on any Lot.

Section 1.08 "Certificate of Occupancy" shall mean and refer to any required certification issued by relevant governmental authorities as prerequisite to the occupancy of all or any portion of any Lot or the improvements thereon.

Section 1.09 "Common Area" shall mean and refer to all real property, including, without limitation, any private storm drains, private floodwater detention areas, private streets, private utilities, private parks, open space, trails and flood ways owned in fee, owned as an

easement, leased or maintained from time to time by the Association for the common use, enjoyment and benefit of the Members of the Association, together with all improvements thereon, and all easements granted to the Association for the common use, enjoyment and benefit of the Members of the Association. The Common Area shall specifically include, without limitation, any areas so designated on the final plat for the Property or any portion thereof. Any real property or interest in real property which Declarant shall convey to the Association as the designated Common Area shall, at the request of Declarant, be accepted in writing by the Association and shall be conveyed free of all liens and assessments (other than the lien for current ad valorem taxes, assessments or installments of assessments, which are not yet due and payable). If at the time any Common Area is conveyed by Declarant to the Association, and it is intended that landscaping or improvements be constructed or installed on such Common Area, the Association may, as a condition to acceptance of such Common Area, require either (i) that such landscaping and improvements be completed at the time of such conveyance, or (ii) that Declarant execute such agreements and provide such assurances as may be reasonably necessary to ensure that such landscaping and improvements will be completed within a reasonable period of time after such conveyance at no cost or expense to the Association.

Section 1.10 "Conversion Date" shall mean and refer to the date upon which the Class B Membership in the Association ceases and is converted to Class A Membership in the Association pursuant to the provisions of Section 3.03 of this Declaration.

Section 1.11 "Declarant" shall mean and refer to Woodland Hills Development, Ltd., a Texas Limited Partnership, or any other person or entity which acquires all or substantially all of the portions of the Property owned by Declarant, together with Declarant's rights hereunder, by conveyance or assignment from Declarant.

Section 1.12 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Spring Meadows, Phase One, together with all exhibits, amendments and supplements thereto.

Section 1.13 "Design Guidelines" shall mean and refer to the standards, restrictions or specifications published from time to time by the Architectural Review Committee and governing the construction, placement, location, alteration, maintenance or design of improvements to the Property.

Section 1.14 "Lot" shall mean and refer to any lot, plot, parcel or tract of real estate shown on any recorded subdivision, map or plat, as amended from time to time, to the extent such lot, plot, parcel or tract is a part of the Property, which is designated as a lot therein, and which is or will be improved with a single-family residential dwelling; provided, however, the term "Lot" shall not include any portion of the Common Area.

Section 1.15 "Member" or "Owner", shall mean and refer to each and every person or entity who is, alone or together with another person or entity, a record title owner of a fee or undivided fee interest in any lot, tract or parcel of real estate out of the Property; provided, however, the terms "Member" or "Owner" shall not include any person or entity holding a bona fide lien or security interest in any lot, as security for the performance of an obligation (unless and until such holder acquires record title to the applicable portion of the Property pursuant to

foreclosure of such lien or security interest, a deed in lieu of such foreclosure or other conveyance). No person or entity shall be an Owner by reason of ownership of any public land, road, easement, right-of-way, or mineral interest.

Section 1.16 "Property" shall mean and refer to all existing real property, described on Exhibit "A" attached hereto and made a part hereof for all purposes, including any and all improvements thereon, and any additions of real property, as are subject to this Declaration, or any Supplemental Declaration prepared and filed of record pursuant to the provisions of Article I of this Declaration or any declaration of any association which has merged or consolidated with the Association pursuant to the provisions of Article II hereof.

Section 1.17 "Residential Use" shall mean and refer to single-family housing uses, but shall not include apartments, condominiums, duplexes, pre-fabricated housing, mobile homes, hotels, motels, boarding houses, or lodges.

Section 1.18 "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants, Conditions and Restrictions, annexing additional property, and extending the plan of this Declaration to such additional property, prepared and filed of record pursuant to the provisions of Article II of this Declaration.

ARTICLE II.

PROPERTY

Section 2.01 Property Subject to Declaration. The Property and any right, title, or interest therein occupied by Declarant and any subsequent owner, lessee, or occupant of all or any part thereof, shall be subject to this Declaration and the covenants, conditions, restrictions, easements, liens, and charges herein set forth, which covenants, conditions, restrictions, easements, liens, and charges shall be covenants running with the land and shall be a burden and a benefit to Declarant and its successors, legal representatives, and assigns, and any persons acquiring or holding any interest in all or any portion of the Property, their grantees, successors, heirs, executors, administrators, legal representatives and assigns.

Section 2.02 Annexation to Property Subject to Declaration by Declarant. Any real property which is contiguous to the Property, or which is located within one (1) mile of any portion of the Property, and which is now or hereafter owned by Declarant may be annexed to and become subject to this Declaration and subject to the jurisdiction of the Association, without the approval of the Association or any other party, provided that a Supplemental Declaration covering the real property sought to be annexed is executed by Declarant and recorded in the Official Records of Brazos County, Texas in accordance with this Article II. The execution and recordation by Declarant of any such Supplemental Declaration shall constitute and effectuate the annexation of the real property described therein, making any such real property subject to this Declaration and subject to the functions, powers, and jurisdiction of the Association, and thereafter said annexed real property shall be a part of the Property and all the Owners in said annexed real property shall automatically be Members of the Association. Declarant reserves the right to subject any other real property owned by Declarant to the plan of one or more separate declarations of covenants, conditions, and restrictions which subject such property to the

functions, powers, and jurisdiction of an association or other entity with power and obligations similar to the Association and which may or may not be subject to this Declaration.

Section 2.03 Supplemental Declarations. The annexation authorized by this Declaration shall be accomplished by executing and filing of record in the Official Records of Brazos County, Texas, a Supplemental Master Declaration of Covenants, Conditions, and Restrictions, or similar instrument, with respect to the applicable additional real property which shall extend the plan of this Declaration to such real property. Any such Supplemental Declaration may contain such additions, deletions, and/or modifications of the covenants, restrictions, easements, liens, and charges contained in this Declaration as may be necessary or desirable to reflect the different character, if any, of such annexed real property, and as are not, in Declarant's judgment, substantially inconsistent with the plan of this Declaration.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 3.01 Membership. Each and every Owner shall automatically be a Member of the Association without the necessity of any further action on such Owner's part, subject to the terms of this Declaration, the Articles of Incorporation, and the Bylaws. Membership of an Owner in the Association shall be appurtenant to and may not be separated from the interest of such Owner in and to any portion of the Property. Ownership of any portion of the Property shall be the sole qualification for being a Member; provided, however, a Member's voting rights, as herein described, or privileges in the Common Area or both may be regulated or suspended as provided in this Declaration.

Section 3.02 Transfer. Membership of an Owner in the Association may not be severed from or in any way transferred, pledged, mortgaged, or alienated except upon the sale or assignment of said Owner's interest in all or any part of the Property and then only to the purchaser or assignee as the new owner thereof. Such membership shall not be severed by or in connection with the encumbrance by an Owner of all or any part of the Property. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation of an Owner's membership in the Association shall be void and of no further force or effect. Any transfer of the fee title to a lot, tract, or parcel of real estate out of or a part of the Property shall automatically operate to transfer membership in the Association to the new owner thereof. In the event an Owner should fail or refuse to transfer the membership in the Association registered in such Owner's name to the transferee of such Owner's interest in all or any part of the Property, the Association shall nonetheless have the right to record the transfer upon the books and records of the Association

Section 3.03 Classes of Membership and Voting Rights. The Association shall have two (2) classes of voting membership:

CLASS A MEMBERSHIP. Class A Members shall be all Owners, with the exception of the Declarant (until such time as Declarant becomes a Class A Member, pursuant to this Section 3.03). Class A Members shall be entitled to one (1) vote for each Lot owned by such Member (whether or not such Lot has been improved with a residential structure);

CLASS B MEMBERSHIP. The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned by such Member (whether or not such Lot has been improved with a residential structure).

The Class B Membership shall cease and be converted to Class A Membership when the total number of votes outstanding in the Class A Membership is greater than the total number of votes outstanding in the Class B Membership.

Lots Twelve (12)B and Thirteen (13)B, Block Two (2) are not buildable and shall not be included for voting purposes.

Section 3.04 Suspension of Voting Rights. The voting rights of any Member set forth in this Declaration may be suspended by the Board of Directors of the Association for any period during which any Assessment owed by such Member remains past due.

Section 3.05 Multiple Owner Votes. Votes hereunder may not be cast on a fractional basis among multiple Owners of a Lot. Further, where there are multiple owners of a Lot it is not intended by Section 3.03 that each of said Owners shall be entitled to cast the votes allocated to such Lot. When more than one person or entity owns the interest or interests in and to any Lot as required for membership in the Association, each and every such person or entity shall be a Member, and the vote for any Lot shall be exercised as they, among themselves, collectively determine. If such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall forfeit the vote or votes on the matter in question.

Section 3.06 Quorum, Notice, and Voting Requirements. Except as specifically set forth in this Declaration, notice, voting and quorum requirements for all action to be taken by the Association shall be consistent with its Articles of Incorporation and Bylaws, as same may be amended from time to time.

ARTICLE IV.

ASSESSMENTS

Section 4.01 Covenants for Assessments. Each Owner of any Lot, Tract or parcel of real estate out of or a part of the Property by acceptance of a deed or other conveyance document creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration and purchase money for the acquisition of such Lot, Tract or parcel of real estate out of or a part of the Property), to pay to the Association (or to any entity or collection agency designated by the Association): (1) annual assessments or charges (as specified in Section 4.03 of this Article IV), such assessments to be fixed, established and collected from time to time as herein provided; (2) special assessments for capital improvements and other purposes (as specified in Section 4.04 of this Article IV), such assessments to be fixed, established and collected from time to time, as herein provided; and (3) individual special assessments levied against individual Owners to reimburse the Association for extra costs incurred by the Association for maintenance and repairs caused by the willful or negligent acts or omissions of an individual Owner and not caused by ordinary wear and tear (as specified in Section 4.05 of

this Article IV), such assessments to be fixed, established and collected from time to time as herein provided. The assessments described in (1), (2) and (3) of the immediately preceding sentence (which shall individually and collectively constitute the "Assessments"), together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such Assessment is made. Each such Assessment, together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall also be the personal obligation of the Owner of such Lot against which such Assessment is made at the time when such Assessment fell due. No Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments for non-use of the Common Area or abandonment of their Lot. The personal obligation to pay any such Assessments, together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall pass to the successors in title of such Owner whether or not expressly assumed in writing by such successors; provided that such personal obligation with respect to any Assessments and other costs and charges arising prior to the date of any judicial or non-judicial foreclosure of any bona fide mortgage or deed of trust shall not pass to mortgagees of such Owner who succeed to the title of such Owner by virtue of such judicial or non-judicial foreclosure; however, any such mortgagee shall have a personal obligation to pay any assessments or other costs or charges arising on or after the date of such foreclosure.

Section 4.02 Purpose of Assessments. The Assessments levied by the Association shall be used, in part, for the purpose of: (1) promoting the recreation, comfort, health, safety and welfare of the Members of the Association and/or the residents of the Property; (2) managing the Common Area; (3) enhancing the quality of life in the Property and the value of the Property, and in particular for the improvement and maintenance of the properties, services and facilities devoted and related to the use and enjoyment of the Property including, but not limited to, the payment of taxes on the Common Area and insurance in connection with the Common Area and the repair, replacement and addition of improvements thereto; (4) for paying the cost of labor and equipment (including the expense of leasing any equipment) with respect to the Common Area; (5) for carrying out the powers and duties of the Board of Directors of the Association as set forth in this Declaration and in the Articles of Incorporation and Bylaws, including without limitation, the purchase of insurance coverage pursuant to Article V hereof; and (6) for carrying out the purposes of the Association, as stated in the Articles of Incorporation.

Article 4.03 Annual Assessments. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year, and such budget shall project all expenses anticipated by the Board of Directors for the purposes described in Sections 4.02 and 4.09 of this Declaration. The annual assessment to be levied against the Members of the Association for such fiscal year shall be established by the adoption of such annual budget by the Board of Directors of the Association. However, should such Board of Directors at any time determine, in the sole discretion of such Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of the Association for any fiscal year for any reason (including non-payment of assessments by Members of the Association), then the Board of Directors shall have the authority at any time and from time to time levy such additional assessment or assessments as they shall deem to be necessary for that purpose and/or to increase the amount of the annual assessment with respect to the remainder of the applicable fiscal year. Anything contained herein to the contrary notwithstanding, the annual assessment for each

Owner shall not exceed \$120.00 per year until the beginning of the third (3rd) fiscal year of the Association.

Each Member of the Association, other than Declarant, agrees to pay an annual assessment to the Association equal to the product of (i) the annual budget established by the Board of Directors of the Association with respect to the applicable fiscal year of the Association, multiplied by (ii) the Proportionate Share attributable to any portion of the Property owned by such Member. In addition, each Member of the Association agrees to pay such Member's Proportionate Share of any special assessments levied by the Association. All such annual and special assessments shall be paid by the Members of the Association directly to the Association (or to any entity or collection agency designated by the Association).

The failure or delay of the Board of Directors of the Association to prepare or adopt a budget for any year shall not constitute a release or waiver of a Member's obligation to pay their Proportionate Share of the applicable annual assessment established with respect to such year whenever the same shall be determined; and in the absence of any annual budget, each Member shall continue to pay annual assessments at the rate established for the previous fiscal year until notice of the new payment which is due after such new budget is adopted.

Section 4.04 Special Assessments. In addition to the annual assessments authorized by Section 4.03 of this Article IV, the Association may levy in any calendar year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction following acceptance of Common Area by the Association; unexpected repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, or for maintenance of portions of the Common Area and improvements thereon or for carrying out other purposes of the Association as stated in the Articles of Incorporation of the Association; provided, that, any such special assessment levied by the Association shall have the affirmative approval of the Members of the Association, as provided in Section 4.06.

All amounts collected by the Association as special assessments levied by the Association may only be used for the improvement and maintenance of the Common Areas and shall be deposited by the Board of Directors of the Association in a separate bank account or accounts to be held in trust by the Association for such purpose.

Section 4.05 Special Individual Assessments. Upon the affirmative majority vote of the Board of Directors of the Association, the Association may levy special assessments against individual Owners for: (i) reimbursement to the Association for repairs to the Common Area or improvements thereto, occasioned by the willful or negligent acts of such Owner(s), or the guests or invitees of such Owner(s), and not the result or ordinary wear and tear; and/or (ii) for payment of fines, penalties or other charges imposed against an individual or separate Owner relative to such Owner's failure to comply with the provisions of this Declaration, the Bylaws of the Association or any rules or regulations promulgated hereunder, including, without limitation, any costs and charges which are payable by such Owner pursuant to Section 11.02 hereof; and/or (iii) for payment or reimbursement of costs, expenses and attorneys' fees incurred by the Association in enforcing the provisions of this Declaration, the Bylaws of the Association or any rules and regulations promulgated hereunder with respect to such Owner or the portions of the Property

owned by such Owner.

Section 4.06 Vote Required for Special Assessment. Any special assessment levied by the Association in accordance with Section 4.04 of this Article IV must be approved by Members holding at least sixty-seven percent (67%) of the votes of all Members, determined in accordance with Section 3.03 hereof.

Section 4.07 Date of Commencement of Annual Assessments and Due Date of Assessments. The annual assessments provided for in this Declaration shall commence as to the Property on the date upon which record title to any Lot is transferred by Declarant to any person or party; and each such assessment or any installment thereof (if payable in installments) shall be considered delinquent if not paid within thirty (30) days after such assessment or any installment thereof is stated to be due and payable. The first annual assessment shall be made for the balance of the calendar year in which it is levied. The annual assessments for any calendar year shall become due and payable on January 1 of such calendar year, and such assessment or any installment thereof (if payable in installments) shall be considered delinquent if not paid within thirty (30) days after such assessment or any installment thereof is stated to be due and payable. Notwithstanding the foregoing, the Board of Directors of the Association may, from time to time, at its election, provide that annual assessments levied by such Board be payable in monthly, quarterly, or semi-annual installments, or in single annual installments.

The due date of any special assessment or special individual assessment under Sections 4.04 or 4.05 of this Article IV, respectively, shall be fixed by the Board of Directors of the Association.

Section 4.08 No Offsets. All Assessments shall be payable in the amount specified by the Association and no offsets against such amount shall be permitted for any reason.

Section 4.09 Reserves. The annual assessments shall include reasonable amounts as determined by the Board of Directors of the Association as reserves for the future periodic maintenance, repair and/or replacement of all or a portion of the Common Area and the improvements thereon. All amounts collected as reserves, whether pursuant to this Section or otherwise, shall be held in trust for the purposes for which they were collected. Assessments collected as reserves shall not be considered to be advance payments of regular assessments.

Section 4.10 Nonpayment of Assessments.

(a) Delinquency. Any Assessment provided for in this Declaration which is not paid in full on or before the date ("delinquency date") which is thirty (30) days after the date upon which such Assessment first became due and payable shall be deemed delinquent. The Association shall have the right to reject partial payment of an Assessment and demand full payment thereof. If any Assessment or part thereof is not paid on or before the delinquency date, the unpaid amount of such Assessment shall bear interest from the delinquency date until paid at a rate equal to the lesser of eighteen percent (18%) per annum or the maximum lawful rate. Acceptance by the Association of partial payment of any Assessment shall not be deemed to constitute a waiver or forgiveness of the

unpaid portion of such Assessment.

(b) Lien. The unpaid amount of any Assessment shall, together with the interest thereon as provided in Section 4.10(a) of this Article IV and the cost of collection thereof, including reasonable attorneys' fees, as herein provided, constitute a continuing lien and charge on the Lot of the non-paying Owner subject to such Assessment, which shall bind such Lot in the hands of the owner, and their heirs, executors, administrators, devisees, personal representatives, successors and assigns. The aforesaid lien shall be superior to all other liens and charges against the said real property, except only for tax liens and the lien of any bona fide first lien purchase money or construction mortgage; provided, however, that any such mortgage or deed of trust shall be subject and inferior to the lien securing those past due Assessments for which a written notice of past due Assessments has been recorded in the Official Records of Brazos County, Texas at the time such mortgage or deed of trust is filed of record. The lien for the unpaid Assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. Such a sale shall not relieve the Owner of such real property from liability for an Assessment thereafter becoming due nor from the lien of any such subsequent Assessment.

To give notice of the aforesaid lien, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the real property covered by such lien, as shown on the records of the Association, and a description of the Lot covered by such lien. Such notice shall be executed by one of the officers of the Association and shall be recorded in the Official Records of Brazos County, Texas.

(c) Remedies. The lien securing the payment of the Assessments shall attach to the Lot belonging to the non-paying Owner. The Association may institute an action at law against the Owner or Owners personally obligated to pay the Assessment and/or for the foreclosure of the aforesaid lien by judicial foreclosure. In any foreclosure proceeding the Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association in connection therewith. In the event an action at law is instituted against the Owner or the Owners personally obligated to pay the Assessment, there shall be added to the amount of any such Assessment the interest provided in this Section 4.10, the costs of preparing and filing the compliant in such action and the reasonable attorneys' fees incurred in connection with such action; and in the event a judgment is obtained, such judgment shall include interest on the Assessment as provided in this Section 4.10 and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action. Each Owner vests in the Association and its assigns the right and power to bring all actions at law or in equity (including, without limitation, an action in foreclosure) against such Owner or other Owners for the collection of such delinquent Assessments.

Section 4.11 Exempt Property. The following property subject to the Declaration shall (except as hereinafter provided) be exempt from the Assessments, charges and liens created in

this Declaration:

- (a) All properties dedicated and accepted by the local public authority, public utilities and property devoted to public use, including, but not limited to any and all property owned by any school district;
- (b) All Common Area; and
- (c) All portions of the Property owned by Declarant.
- (d) Lots Twelve (12)B and Thirteen (13)B, Block Two (2)

Portions of the Property which are exempt from the Assessments, charges and liens created by this Declaration pursuant to this Section 4.11 shall in any event be subject to all other provisions of this Declaration including, but not limited to, the use restrictions and protective covenants of Articles VIII and IX hereof and provisions for special individual assessments as set forth herein.

Section 4.12 Estoppel Information from Board of Directors with Respect to Assessment. The Board of Directors of the Association shall upon written request, and upon receipt of a description of the portions of the Property owned by an Owner, furnish to such Owner, a certificate in writing signed by an officer of the Association, setting forth whether an Assessment attributable to such portion of the Property has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board of Directors for the issuance of such certificates.

ARTICLE V.

GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS OF THE ASSOCIATION

Section 5.01 Powers and Duties. The affairs of the Association shall be conducted by the Board of Directors of the Association. The Board of Directors shall be selected in accordance with the Articles of Incorporation and the Bylaws. In addition to the powers and duties enumerated in the Articles of Incorporation and the Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Board of Directors for the mutual benefit of the Members of the Association, shall have the following powers and/or duties:

- (a) If, as and when the Board of Directors, in its sole discretion, deems necessary, it may take such action to enforce the terms and provisions of this Declaration, the Articles of Incorporation and/or the Bylaws by appropriate means and carry out the obligations of the Association hereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the engagement of accounting services and management services, the commencement of legal causes of action, the promulgation and enforcement of the Association rules (herein so-called) which may include the establishment of a system of fines and/or penalties enforceable as special individual assessments as provided in Section 4.05 of Article IV of this Declaration, and to enjoin and/or

seek legal damages from any Owner for violation of such provisions or rules;

(b) To acquire, maintain in good repair and condition (reasonable wear and tear and damage from casualty excepted), and otherwise manage the Common Area and all facilities, improvements and landscaping thereon, and all personal property acquired or owned by the Association;

(c) To execute all declarations of ownership for tax assessment purposes and to pay any and all real property taxes and other charges or assessments assessed against the Common Area and real and personal property owned by the Association, unless the same are separately assessed to all or any of the Owners;

(d) To obtain, for the benefit of the Common Area, all water, gas and electric services, refuse collections, landscape maintenance services and other services, which in the opinion of the Board of Directors shall be necessary or proper. Further, in addition to common area maintenance, the Association shall provide for and undertake maintenance of the esplanade in Spring Meadows Boulevard, notwithstanding the fact that the esplanade may be dedicated for public use. Additionally, the Association shall maintain the green space between streets and private property lines together with entryway and entryway structures;

(e) To make such dedications and grant such easements, licenses, franchises or other rights which in its opinion are necessary or desirable for street, right-of-way, utility, sewer, drainage and other similar facilities or video services, cable television services, security services, communication services and other similar services over the Common Area to serve the Property or any part thereof.

(f) To contract for and maintain such policy or policies of insurance as may be required by this Declaration or as the Board of Directors deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

(g) To borrow funds to pay costs of operation secured by assignment or pledge of its rights against delinquent Owners to the extent deemed advisable by the Board of Directors;

(h) To enter into contracts for legal, management and accounting services, maintain one or more bank accounts, and generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Area; and

(i) To make reasonable rules and regulations for the operation and use of the Common Area and to amend same from time to time; provided, however, that any rule or regulation may be amended or repealed by an instrument in writing signed by Members who hold at least fifty-one percent (51%) of the votes of all Members, determined in accordance with Section 3.03 hereof.

ARTICLE VI.

PROPERTY RIGHTS IN THE COMMON AREA

Section 6.01 Members' Easements of Enjoyment. Subject to the provisions of Section 6.03 of this Article VI, every Member shall have a right and easement of use and enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot which comprises a portion of the Property; PROVIDED, HOWEVER, such easement shall not entitle any Member to make alterations, additions or improvements to the Common Area.

Section 6.02 Title to the Common Area. The Declarant shall, from time to time, dedicate and convey (at such time as any Common Area shall be created by the Declarant) to the Association the fee simple title to those portions of the Common Area owned by the Declarant; and such Common Area shall, at the request of the Declarant, be accepted, in writing, by the Association. Such Common Area shall be conveyed by special warranty deed, without consideration and subject to no liens or assessments other than the lien for current ad valorem taxes which are not yet due and payable, and assessments, or installments of assessments, which are not yet due and payable.

Section 6.03 Extent of Members' Easements. The Members' rights and easements of enjoyment created hereby with respect to the Common Area shall be subject to the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Area;

(b) The right of the Association to enter into and execute contracts with third parties (including the Declarant, or affiliates of the Declarant, so long as such contracts do not provide for compensation to the Declarant or its affiliates, which exceeds compensation which would be paid to an independent third party for such services) for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Association; and

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against judgment or foreclosure.

Section 6.04 Liens. Notwithstanding anything to the contrary contained herein, in no event shall the Association (acting through its Board of Directors or otherwise) place or consent to the placement of any lien or security interest on all or any portion of the Common Area.

Section 6.05 Option to Dedicate Certain Property. Declarant shall have the right from time to time, without the consent of any other party, to dedicate to the City of College Station, Texas, for use as a public park or similar purposes, or for public street purposes, all or any portion of the Property which is owned by Declarant and which is not contained within any Lot or Lots. Specifically excepted are lots Twelve (12)B and Thirteen (13)B, Block Two (2) which are not buildable and which may be subjected to dedication by Declarant.

ARTICLE VII.

INSURANCE; REPAIR AND RESTORATION

Section 7.01 Insurance. The Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Board of Directors may, at its option, obtain a public liability policy applicable to the Common Area covering the Association and its Members for all damage or injury caused by or incurred as a result of the negligence or misconduct of the Association or any of its directors, officers, Members or agents. Such public liability policy, if obtained by the Board of Directors, shall be such amount as the Board of Directors shall determine.

Section 7.02 Association as Attorney-in-Fact. Each Owner, by ownership of an interest in the Property, or any portion thereof, shall be deemed to have irrevocably appointed the Association as their true and lawful attorney-in-fact to act in connection with the following:

(a) The Association as said attorney-in-fact shall have full power and authority for the purpose of dealing with the Common Area upon its partial or complete destruction. Without limiting the generality of the foregoing, the Association, as attorney-in-fact, shall have full and complete authorization, right and power to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of any Owner which is necessary or appropriate to exercise the power herein granted. The Association shall have full authority, right, and power, as attorney-in-fact, to cause any repair and restoration of the Common Area permitted or required pursuant to this Declaration or the Bylaws of the Association.

(b) The Association as said attorney-in-fact shall also have the full power and authority to purchase and maintain a master policy of fire and extended coverage, vandalism, and malicious mischief and liability insurance (the "Policy") covering the Common Areas.

(c) The Association as said attorney-in-fact shall have the full power and authority to represent the Owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for the acquisition of the Common Area or any part thereof by eminent domain.

Section 7.03 Destruction of Improvements on Individual Lots. Each Owner agrees that in the event of destruction (total or partial) to the improvements on any such Owner's Lot due to fire or any other cause, such Owner will either (i) commence all necessary repairs or reconstruction, or (ii) complete removal of the damaged improvements within four (4) months of the date that the damage occurs and to complete such repairs, reconstruction or removal within a reasonable time from the Commencement of such work. Repairs, reconstruction or complete

removal of damaged improvements may be commenced more than four (4) months after the date of occurrence of damage if the delays in commencement are caused by factors (other than financial inability) beyond the reasonable control of the Owner of the damaged improvements. Once repairs or reconstruction are commenced, such repairs or reconstruction shall be pursued and completed in a continuous and diligent manner, subject to delays (other than financial inability) which are beyond the reasonable control of the Owner of the damaged improvements.

ARTICLE VIII.

USE OF COMMON AREA

The Common Area shall be occupied and used as follows:

Section 8.01 Restricted Actions by Owners. No owner shall permit anything to be done on or in the Common Area which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase in the premium for any insurance carried by the Association, or which is in violation of any law. No waste shall be committed in the Common Area.

Section 8.02 Damage to the Common Area. Each Owner shall be liable to the Association for any damage to the Common Area caused by the negligence or willful misconduct of such Owner or the family, guests, pets, agents, employees, contractors, or invitees of such Owner.

Section 8.03 Rules of the Board. All Owners, tenants and occupants shall abide by any rules and regulations adopted by the Board of Directors or the Architectural Review Committee. The Board of Directors shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorneys' fees. The Bylaws may also provide for disciplinary procedures which may, at the option of the Board of Directors, be implemented to enforce such rules and regulations and to impose penalties for failure to comply with such rules and regulations.

Section 8.04 Suspension of Right to Use Common Area and/or Right to Vote. The Board of Directors may suspend the right of any Owner, or such Owner's tenants, guests, family members, or licensees to use the Common Area and/or may suspend the right of any Owner to vote during any period of time that such Owner is in default of their obligations pursuant to this Declaration or the Bylaws, or the rules and regulations promulgated by the Board of Directors or the Architectural Review Committee.

ARTICLE IX.

USE OF PROPERTY AND LOTS -- PROTECTIVE COVENANTS

The Property (and the improvements situated thereon) shall be constructed, developed, occupied and used as follows:

Section 9.01 Residential Use. Each Lot comprising part of the Property shall be used and occupied for Residential Use only; provided, however, that nothing contained in this Section 9.01 shall be deemed to prohibit or restrict the activities expressly permitted pursuant to Section 9.10 hereof. Without limitation of the foregoing, no structures or improvements shall be placed on any Lot unless such structures or improvements are associated with a single family residential dwelling which has been, or will contemporaneously be, constructed on such Lot.

Section 9.02 Laws and Ordinances. No Owner shall permit anything to be done or kept in any building or on his Lot which will violate any applicable public law or zoning ordinance or which will result in the cancellation of, or increase the premium(s) for, any insurance carried by the Association, or which is in violation of any law or any rule or regulation promulgated by the Board of Directors or the Architectural Review Committee. In the event of a conflict between the restrictions contained herein and the zoning ordinances of the City of College station, Texas, the more restrictive shall apply. No waste shall be committed in the Common Area.

Section 9.03 Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping, drainage or construction of improvements thereon in accordance with plans previously approved in writing by the Architectural Review Committee.

Section 9.04 Drilling and Mining Operations. Except as expressly permitted hereby, no oil drilling, water drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot; and no derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon any Lot. Notwithstanding the foregoing, the extraction of oil, natural gas or other minerals under the Property shall not be prohibited, so long as such extraction is achieved by pooling, unitization, directional or horizontal drilling, or other subsurface procedures which do not involve any use of the surface of the Property or any portion thereof and which do not substantially impair the subjacent support of the Property or any improvements thereon.

Section 9.05 Offensive Activities. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance. The Architectural Review Committee, in its reasonable discretion, shall determine what constitutes a noxious or offensive activity. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and further provided that they do not become an annoyance or nuisance.

Section 9.06 Commercial Use. No manufacturing, industry, retail business or activity, trade or business which generally involves the provision of services to the public or by appointment, will be conducted or carried on upon any Lot or any part thereof, or in any building or other structure erected thereon, save and except any sales office maintained by Declarant, with the prior written approval of the Architectural Review Committee and in compliance with the zoning ordinances of the City of College Station, Texas.

Section 9.07 Clotheslines. No clotheslines may be maintained on any Lot unless

completely screened from public view.

Section 9.08 Antennae. No antenna, satellite dish, or tower shall be affixed to or placed outside of any dwelling on any Lot, except as may be approved by the Architectural Review Committee. Such approval by the Architectural Review Committee may be conditioned upon appropriate screening of such antenna, satellite dish or tower from public view.

Section 9.09 Trash Receptacles and Collection. All trash receptacles shall be screened by fences, trees or shrubbery so as not to be generally visible by the public, unless otherwise approved by the Architectural Review Committee in writing. Each and every Owner shall observe and comply with any and all regulations or requirements promulgated by the City of College Station, Texas, and/or the Association, in connection with the storage and removal of trash and garbage. All Lots shall at all times be kept in a healthful, sanitary condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers which shall be constructed of metal, plastic or masonry materials, with tightly-fitting lids, and which shall be maintained in a clean and sanitary condition.

Section 9.10 Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Lot. No trailer, mobile, modular or prefabricated home, tent, shack, barn or any other structure or building, other than the residential structure to be built thereon, shall be placed on any Lot, either temporarily or permanently, and no residence house, garage or other structure appurtenant thereto shall be moved upon any Lot from another location; except, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders and Owners to erect, place and maintain such facilities in and upon the Property as in Declarant's sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residential structures and construction of other improvements on the Property. Such facilities may include, but are not necessarily limited to, temporary office buildings, storage areas, signs, portable toilet facilities and sales offices. Declarant (but not any other Owner) shall also have the temporary right to construct and use a temporary office or model home during the period of and connection with construction and sales operations on the Property. Declarant shall have the right to conduct its construction and development operations and activities on portions of the Property owned by Declarant, and, in connection therewith, to do all things reasonably necessary or convenient in order to most expeditiously commence, continue and complete such construction and development activities. Except as otherwise expressly permitted hereby; any bus, boat, boat trailer, mobile home, camp mobile, camper, recreational vehicle, commercial truck, inoperable vehicle, or any vehicle other than an operating conventional automobile with current registration and current safety sticker shall, if brought within the Property, be stored, placed or parked within the garage of the appropriate Lot Owner or concealed from view by other Lot Owners, unless the Architectural Review Committee, in its sole discretion, directs or allows otherwise.

Section 9.11 Signs. No sign or signs shall be displayed to the public view on any Lot except that:

- (a) Declarant may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation,

promotion, or sale of the Lots;

(b) Any builder, during the applicable initial construction and sales period, may utilize one professional sign of not more than six (6) square feet in size per Lot, acceptable to the Architectural Review Committee, for advertising and sales promotion on behalf of such builder; further, any builder having built upon eight (8) or more contiguous lots may utilize one (1) professional sign of not more than four (4) feet by eight (8) feet acceptable to the Architectural Review Committee, for advertising and sales promotion with respect to such group of houses.

(c) During the initial construction of the residence on any Lot, the Owner of such Lot may utilize one (1) professional sign of not more than six (6) square feet in size, acceptable to the Architectural Review Committee, advertising the lending institution providing financing for such construction;

(d) Following initial construction and sale, a dignified "for sale" sign of not more than six (6) square feet in size, acceptable to the Architectural Review Committee, may be utilized by the Owner of any Lot for the sale of such Lot; and

(e) Notwithstanding anything herein contained to the contrary, any and all signs, if allowed, shall be acceptable to the Architectural Review Committee and shall comply with all sign standards of the City of College Station, Texas, as such standards may be applicable to the Property.

Section 9.12 Swimming Pools. No above ground swimming pools shall be permitted except upon the prior written approval of the Architectural Review Committee. All pool service equipment shall be fenced and, in the case of any Lot, shall be located in either (i) a side yard between the front and rear boundaries of the principal dwelling, or (ii) the rear yard.

Section 9.13 Tennis Courts. No tennis court shall be constructed except upon the prior written approval of the Architectural Review Committee.

Section 9.14 External Sculpture, Gazebos, Greenhouses and Other Structures. No exterior sculpture, fountains, flags, sporting or play fixtures, outdoor furnishings, gazebos, pool pavilions, trellises, greenhouses, children's playhouses, storage sheds or similar accessories or structures which are within public view or the view of adjacent Lots shall be constructed without the prior written approval of the Architectural Review Committee.

Section 9.15 Landscaping, Walls and Fences.

(a) Maintenance of Landscaping and Sprinkler System. Each improved Lot shall have and contain an underground water sprinkler system for the purpose of providing sufficient water to, at a minimum, the front yard, and, in the case of corner lots, any yard area facing a street. The sprinkler system for each Lot shall be designed and installed to adequately irrigate the area (the "Curbside Area") between the boundary of such Lot and the curb of any street which

immediately adjoins such Lot. Each Owner of a Lot shall be responsible for the proper and adequate irrigation and maintenance of the Curbside Area which immediately adjoins such Lot, except to the extent such irrigation or maintenance is expressly undertaken by the Association. Weather permitting, areas appurtenant to buildings shall be fully landscaped within ninety (90) days from the date the building is substantially completed, or as soon thereafter as may be reasonably possible. Each Owner of a Lot shall be responsible for the landscaping and maintenance of such Lot and the landscaped areas located between such Lot and adjacent streets unless maintenance responsibility and an easement for such is conveyed to the Association and accepted by it.

(b) Fences.

(i) No fence, wall or hedge shall be erected, placed or altered on any Lot without the approval of the Architectural Review Committee. All clotheslines, wood piles, tool sheds, air-conditioning equipment, sanitation facilities or other reserve facilities must be enclosed or screened with fences, walls or landscaping, as may be required by the Architectural Review Committee, so as not to be generally visible by the public unless otherwise approved by the Architectural Review Committee in writing.

(ii) Screening walls shall be incorporated into and be harmonious with the overall landscaping plan developed for the Property. Without limitation of the foregoing, the Architectural Review Committee must approve the placement of privacy fences or stockade-type fences on portions of Lots which abut against open space areas, Common Area, park access ways or which are visible from public streets.

(iii) No chain link, wire or other open fencing will be allowed unless expressly approved by the Architectural Review Committee. All wood portions of any fence shall be comprised of cedar or another wood specifically approved in writing by the Architectural Review Committee. Except as specifically approved in writing by the Architectural Review Committee, no fence, including, without limitation, any privacy fence, shall be placed or constructed in the front yard of any Lot or closer to the public street serving such Lot than the front of the residence located on such Lot.

(iv) No fence, wall or hedge shall exceed eight (8) feet in height without the prior approval of the Architectural Review Committee.

(v) The Architectural Review Committee may, from time to time, at its sole discretion, permit the construction of fences or walls which are in variance with the provisions of this Section 9.15(b) where, in the sole opinion of the Architectural Review Committee, the fence or wall is an integral part of the architectural style or design of the associated structures.

(c) Retaining Walls. Retaining walls may be employed to achieve even grades for swimming pools, driveways or foundations. The design, location and composition of all retaining walls shall be subject to approval by the Architectural Review Committee. Such retaining walls must be uniform in height with a flat top and must be constructed of materials which are consistent with the overall appearance of the associated structures. Any retaining wall with a height in excess of four (4) feet shall be constructed in accordance with plans and specifications prepared and sealed by a licensed professional engineer. No railroad ties or landscape timber shall be utilized in any areas which are within public view.

Section 9.16 Exterior Lighting. No exterior light shall be installed or maintained within the Property, which light is found to be objectionable by the Architectural Review Committee. Upon being given notice by the Committee that any exterior light is objectionable, the Owner of the Lot on which same is located will immediately remove said light or shield such exterior light in such a way that it is no longer objectionable.

Section 9.17 Setback Lines. All structures constructed on any portion of the Property shall comply with the then applicable planning and zoning codes of the City of College Station, Texas with respect to front, side and rear setback lines.

Section 9.18 Construction Standards. All residential structures shall meet the following requirements (except as may be otherwise permitted by approval of the Architectural Review Committee):

(a) Roofs. The use of various roofing materials within the Property may be permitted; however, no roofing material may be used without first obtaining the Architectural Review Committee's approval of same. All roofing materials shall be of high grade, minimum 30 year dimensional fiberglass shingle, high quality and consistent with the exterior design, color and appearance of other improvements within the Property. The roof pitch on all structures constructed or placed on any Lot shall be five (5) feet by twelve (12) feet or steeper.

(b) Exterior Building Materials. Exterior building materials and colors must be approved by the Architectural Review Committee prior to installation. In addition, the exterior of improvements shall conform to the following:

(i) Improvements shall not be adorned with stylistic ornamentation or details that are out of character with the community image.

(ii) Exterior wall surface materials shall be limited to two approved materials, excluding trim, unless otherwise approved in writing by the Architectural Review committee.

(iii) Brick exterior walls must be of hard fired face brick.

(iv) Stucco exterior portions, to the extent permitted by the

Architectural Review Committee, shall be the traditional three (3) coat process unless another process is specifically approved by the Architectural Review Committee.

(v) Chimneys on exterior walls exposed to view, shall be clad in brick, stone, plaster, or other materials approved in writing by the Architectural Review Committee. No bare metal flume shall be permitted. Interior chimneys above the roof shall be masonry, plaster or Hardy Board.

(vi) The exterior walls of each building constructed or placed on a Lot, exclusive of glass areas, shall be comprised, in the aggregate, of at least fifty percent (50%) brick, brick veneer, stone, stone veneer, masonry or stucco. The remaining siding to be Hardy Plank or material approved by the Architectural Review Committee.

(c) Mailboxes. Housing for mailboxes shall meet all governmental requirements and shall be architecturally integrated with the individual residential project and shall be of similar construction, materials, design and form to said residential project.

(d) Screening of Service Equipment. All exterior utility meters, transformers and other exterior mechanical equipment must be screened from view by other Lot Owners in a manner approved by the Architectural Review Committee. No roof mounted mechanical equipment shall be permitted unless properly screened from public view or otherwise approved by the Architectural Review Committee.

(e) Utilities and Grading.

(i) Improvements situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot boundary line. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type, shall require the written approval of the Architectural Review Committee.

(ii) Grading plans shall be submitted for approval to the Architectural Review Committee prior to commencement of construction. Grading shall not be redirected from natural flow without prior Architectural Review Committee approval.

(f) Paint. Painted portions of all improvements and other structures on each Lot shall be repainted by the Owner thereof at his sole cost and expense as often as is reasonably necessary to insure the attractiveness and aesthetic quality of such Lot and such improvements and structures. Notwithstanding anything to the contrary contained herein, the approval of the Architectural Review Committee shall not be required for such repainting so long as neither the color scheme nor the arrangement of the colors of any improvements, nor the color of

any paint thereon is altered; but prior written approval by the Architectural Review Committee shall be required with respect to any change in the exterior colors of any improvements or the arrangement of such exterior colors from the colors or arrangement previously approved by the Architectural Review Committee.

(g) Construction Period. Once commenced, construction shall be diligently pursued to the end that it may not be left in a partially completed condition any longer than reasonably necessary. Silt fences or other erosion prevention devices must be installed and maintained during the construction period to prevent silt from washing into the streets, storm sewer or adjacent property.

(h) Garages. The principal dwelling on any Lot shall provide attached or detached garage space for a minimum of two (2) conventional automobiles. Garages for four (4) or more automobiles shall be permitted only with the prior written approval of the Architectural Review Committee. Each garage shall include one or more doors; and no carports or similar open enclosures shall be permitted on any Lot. The immediately preceding sentence shall not be deemed to prohibit porte-cocheres which are included in addition to, and not as a substitute for, the garage on any Lot. No garage shall be converted into living area for the associated residence, or otherwise architecturally altered, without the prior written consent of the Architectural Review Committee. All garage doors shall have electrically powered opening and closing devices and, when not in use, all garage doors shall be kept in the closed position.

(i) Consideration of Other Properties. In connection with review by the Architectural Review Committee of the design, colors, and composition of exterior building materials, the Architectural Review Committee may consider the conformity of such materials to those in structures located on other Lots and the similarity of such materials to those in structures located on adjacent or nearby Lots; and the Architectural Review Committee may refuse to approve the design, colors or composition proposed for the exterior of any structure (notwithstanding previous approval by the Architectural Review Committee of identical or similar materials) if the Architectural Review Committee determines that the color, materials and/or composition of the proposed exterior materials are not generally compatible with the structures located on nearby Lots or that the proposed exterior materials are too similar in design, color, composition or general appearance to those of structures located on adjacent or nearby Lots.

Section 9.19 Failure to Maintain Lot. If, at any time, an Owner of any Lot shall fail to control weeds, grass and/or other unsightly growth, the Association shall have the authority and right to go onto such Lot for the purpose of mowing and cleaning such Lot and shall have the authority and right to assess and collect from the Owner of such Lot the expenses of mowing or cleaning such Lot on each respective occasion of such mowing or cleaning. If, at any time, weeds or other unsightly growth on the Lot exceed six inches (6") in height, or nine inches (9") with respect to an undeveloped Tract, the Association shall have the right and authority to mow

and clean the Lot, as aforesaid. The assessments authorized pursuant to this Section 9.19, together with interest thereon at the lesser of eighteen percent (18%) per annum or the highest lawful rate from the date of demand therefor until paid, and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment occurred. Each and every Owner of any Lot, by the acceptance of a deed or other conveyance of such Lot shall thereby covenant and agree to pay such assessment. The lien securing any such assessment shall be subordinate and inferior to the lien of any bona fide mortgage or deed of trust (and any renewals, modifications or extensions thereof) existing prior to the date written notice of such assessment is recorded in the Official Records of Brazos County, Texas.

Section 9.20 Single-Family Residential use. Except as expressly permitted by Section 9.10 hereof, no building or structure shall be erected, altered, placed or permitted to remain on any Lot, other than a single-family dwelling and associated structures approved by the Architectural Review Committee, servant's quarters associated therewith and a private garage for two (2) or more automobiles. No building or structure on any Lot shall exceed two and one-half (2-1/2) stories in height, exclusive of basement areas. Single family occupancy shall have no more than two (2) unrelated (by blood, adoption or marriage) occupants living together as a single household unit.

Section 9.21 Additional Construction Standards for Improvements Constructed on Lots. Notwithstanding anything to the contrary contained herein, the following restrictions and standards shall apply to improvements constructed on Lots contained within the real property described on Exhibit "A" to this Declaration:

(a) **Minimum Floor Space.** No residential dwelling constructed on any of the Lots shall contain a floor area (exclusive of all porches, garages and breezeways attached to such dwelling, and exclusive of servants quarters which are not contiguous to the main quarters of the residence), determined using measurements to the outside face of the applicable walls or windows, which is smaller than 1,800 square feet, at least 1,000 square feet of which shall be contained within the first floor and, in respect to Lots Twenty-four (24) through Thirty (30), Block One (1) and Lots One (1) through Twenty-eight (28), Block Two (2), and Lots One (1) through Six (6) and Lots Eleven (11) through Eighteen (18), Block Three (3), the minimum square footage shall be 2,000 square feet, at least 1,000 square feet of which shall be contained within the first floor.

(b) **Front Setback.** No portion of any structure or dwelling constructed on any Lot shall be located nearer than twenty-five (25) feet to the front boundary of such Lot. As used in the immediately preceding sentence, the "front boundary" of any Lot shall mean the boundary of any Lot which borders on a public or private street; provided, however, where a Lot borders on more than one public or private street, the Architectural Review Committee shall determine which boundary of such Lot constitutes a "front boundary" of such Lot for purposes of this Section 9.21(b).

(c) Rear and Side Setbacks. No portion of any structure or dwelling constructed on any Lot shall be located nearer to the rear or side boundaries of such Lot than is permitted by the applicable building code and zoning code of the City of College Station, Texas, without allowance for variances. Patio home lots have a zero lot line on one side of the lot and 15 feet side line on the other side as shown on the plat. There is reserved a 4 foot easement adjacent to the zero lot line within the 10 foot sideline setback for drainage, construction, maintenance, and repairs for the house on the adjoining lot. No patio house lot owner shall fill against the zero lot line above 6 inches below the finish floor of the house on the zero lot line or do any grading that would cause ponding or water against the foundation. Owner will maintain proper drainage from yard adjacent to the zero lot line to slope to the front and/or rear of property. All roof drainage gutters are required at the zero lot line side of house. Downspouts for the gutter will not be allowed on the zero lot line side. Downspouts will be located at the front or rear of the house and will not drain water onto the adjacent side yard. All zero lot line walls of house will have brick facing and meet all City of College Station construction requirements. Decks, patios, walks, and miscellaneous concrete (except for fence footings, fences and driveways) will not be allowed within 4 feet of the adjacent lot line side of property.

(d) Residence Orientation. The orientation of the principal residential dwelling on any Lot shall be subject to the approval of the Architectural Review Committee. The Architectural Review Committee shall determine which face of a residence constitutes the front of such residence.

Section 9.22 No Subdivision. No Lot may be subdivided into two or more lots.

ARTICLE X.

MORTGAGEE PROTECTION

Section 10.01 Priority of Mortgage. Notwithstanding any other provision of this Declaration, a breach of any of the conditions contained in this Declaration by any Owner or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value and covering a Lot or any part thereof; provided, however, that in no event shall the existence of any mortgage or deed of trust diminish or in any way preclude the exercise of such right of re-entry, or the exercise of any other available remedies by the Association as a result of any such breach. Any lien which the Association may have on any Lot for the payment of Assessments or other payments attributable to such Lot will be subordinate to any lien or security interest of any bona fide deed of trust or mortgage on the Lot recorded prior to the date written notice of such Assessments or other payments is recorded in the Official Records of Brazos County, Texas.

Section 10.02 Financial Information. Upon prior written request to the Association, any lender holding a mortgage or deed of trust covering any portion of the Property is entitled to: (a) inspect the books and records of the Association during normal business hours; and (b) receive an unaudited annual financial statement of the Association.

ARTICLE XI.
MAINTENANCE

Section 11.01 Duty of Maintenance. Owners and occupants (including lessees) of any Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings and improvements, in a well-maintained safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (a) Prompt removal of all litter, trash, refuse and waste;
- (b) Lawn mowing on a regular basis;
- (c) Tree and shrub pruning;
- (d) Watering landscaped areas;
- (e) Keeping exterior lighting and maintenance facilities in working order;
- (f) Keeping lawn and garden areas alive, free of weeds and attractive
- (g) Keeping parking areas and driveways in good repair;
- (h) Complying with all government health and police requirements;
- (i) Repair of exterior damages to improvements;
- (j) Repainting of applicable improvements; and
- (k) Replacement of dead landscaping to its previous condition, or in accordance with new landscaping plans approved by the Architectural Review Committee.

Section 11.02 Enforcement. If, in the opinion of the Association, any such Owner or occupant has failed in any of the foregoing duties or responsibilities prescribed in Section 11.01, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform such duties and responsibilities or make arrangement with the Association for making the repairs and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the applicable Lot and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants (including lessees) of any part of the Property on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness,

together with interest thereon at the lesser of eighteen percent (18%) per annum or the highest lawful rate, from the date of demand therefor until paid, and the costs of collection thereof (including, without limitation, reasonable attorney's fees), shall be a debt of all of said persons jointly and severally, and shall constitute a lien against that Lot on which said work was performed. In accordance with the provisions of Section 4.05 hereof, and without limitation of any other available remedies, the Board of Directors shall have the right to levy a special individual assessment against the Owner of any Lot for any costs or expenses payable by such Owner or such Owner's tenant pursuant to this Section 11.02.

ARTICLE XII.

ARCHITECTURAL REVIEW COMMITTEE

Section 12.01 Architectural Review Committee. The Architectural Review Committee (herein sometimes referred to as the "Committee") shall be composed of three (3) individuals selected and appointed by the Declarant. The Committee shall perform all duties specified to be performed by the Committee pursuant to this Declaration and shall function as the representative of the Owners for the purposes consistent with the creation and preservation of the Property as a first-class residential development. Any vacancy in the Committee resulting from the removal, resignation or death of any member, or otherwise, shall be filled by an individual designated by Declarant or, subject to the written consent of Declarant, by the Association

Declarant hereby designates Frank Thurmond, Jerry Windham and David C. Thurmond as the initial members of the Committee. Declarant shall have the power to change the membership of the Architectural Review Committee from time to time, with or without cause, and notwithstanding anything to the contrary contained herein.

Each member of the Committee shall act reasonably and in good faith in performing his duties and obligations under this Article XII.

Section 12.02 Basis of Approval. No building, structure, fence, wall, sidewalk, walkway or improvement of any kind or nature shall be erected, placed or altered on any Lot until all final plans and specifications and a plot plan have been submitted to and approved in writing by the Committee, or a majority of its members, as to:

- (a) quality of workmanship and materials; proper facing of main elevation with respect to nearby streets;
- (b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscapes;
- (c) location with respect to topography and finished grade elevation, and relationship between and effect of location and use on neighboring Lots and improvements situated thereon;
- (d) drainage arrangements; and

(e) compliance with the other standards set forth with this Declaration

The Committee is authorized and empowered to consider and review any and all aspects of construction, location, quality and quantity of landscaping on the Lots, which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owner(s) or the general value of the Property. Unless otherwise expressly provided in this Declaration, wherever the approval of the Committee is required by the provisions of this Declaration, such approval shall mean the prior written approval of the Committee.

Any improvements constructed in accordance with plans and specifications approved by the Committee in accordance with its then applicable standards and requirements shall not be required to be changed because such standards are thereafter amended. However, in the event the Committee approves plans and specifications for any improvement and construction of such improvement is not commenced within one (1) year after the date of such approval, such improvement shall not be constructed unless and until the plans and specifications for such improvement are resubmitted to and approved by the Committee. Any such resubmission and approval shall be made upon the same basis as initial submission of plans and specifications for an improvement. The Committee shall review and act upon submitted plans and specifications in accordance with the applicable time periods specified in Sections 12.04 and 12.06.

Section 12.03 Definition of Improvement. For purposes of this Article XII, "improvement" shall mean and include all buildings and roofed structures, fences, walls, poles, driveways, ponds, lakes, water wells, swimming pools, tennis courts, signs, mailboxes, exterior lighting fixtures (other than street lights), changes in any exterior color or shape, glazing of exterior windows with mirrored or reflective glass or changes in the color or style of any existing window glazing, street, grading, drainage, utilities, walks, walkways and any new construction or exterior improvement significantly altering the appearance of any of the foregoing. "Improvement" does not include public streets, street lights, utilities, walks, walkways, garden shrub replacements or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expenses in accordance with generally accepted accounting principles and which does not change exterior colors or exterior appearances. "Improvement" does include both original improvements and all later changes and improvements.

Section 12.04 Preliminary Plan Submissions. The Architectural Review Committee is authorized and empowered to and shall consider, review, and comment on preliminary plans submitted on an informal basis to assist Owners, developers, and prospective purchasers of portions of the Property in complying with applicable covenants and restriction and to assist in the completion of feasibility studies undertaken by such persons or entities. If the preliminary plans and specifications are approved by the Committee, the Committee shall so notify the Owner or his designated representative. If not approved by the Committee, the Committee shall furnish the Owner or his designated representative with a reasonable statement of items found not to comply with the provisions of this Article XII. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, disapproval of the matters shall be presumed. Comments on and approvals of preliminary plans and specifications shall be binding upon the Architectural Review Committee, provided that final plans and specifications consistent with such preliminary plans are submitted within ninety (90) days of such preliminary

comment or approvals.

Section 12.05 Plan Submissions. Final plans and specifications shall be submitted to the Committee prior to the construction of any improvement on a Lot, which plans and specifications shall include, to the extent applicable to the proposed improvements as determined by the Architectural Review Committee, plans complying with the requirements of this Section 12.05 and the other provisions of this Declaration. Such plans shall include:

- (a) A plat showing the location of all proposed improvements, structures, patios, mailboxes, swimming pools, driveways, parking areas and structures, fences and walls. Lot drainage provisions and provisions for storm water protection runoff shall be included as well as cut and fill details if any appreciable change in the Lot contour is contemplated.
- (b) Exterior elevations of all proposed buildings and structures.
- (c) A description of exterior materials.
- (d) A depiction of all walkways, fences and walls, and elevation changes.
- (e) Parking areas and driveway plans.
- (f) Screening including size, location and method.
- (g) Dimensional floor plan of all enclosed spaces including dwelling areas and any garages or parking facilities.
- (h) Such other matters as may be required by the then applicable zoning or building codes of the City of College Station, Texas or any other municipal or governmental authority having jurisdiction over the Property.
- (i) A plan showing the location and screening of all exterior utility meters, transformers, and other mechanical equipment.
- (j) Any other data or information requested or deemed reasonably necessary by the Architectural Review Committee, including, without limitation, samples of proposed construction materials.

The Committee may defer the date for submission of any of the matters described in Section 12.05 by notice in writing to the person or entity requesting such deferral of the submission date. However, such deferral shall not constitute a waiver of the applicable submission, absent an express written waiver of such submission by the Architectural Review Committee.

Section 12.06 Approval Procedure. At such time as the final plans and specifications are approved by the Committee, the Committee shall send notice of such approval to the Lot Owner or his designated representative, subject to such terms and conditions as the Committee may deem appropriate. If not approved by the Committee, the Committee shall send to the Lot

Owner or his designated representative a reasonable statement of items found not to comply with the provisions of this Article XII or other applicable provisions of this Declaration. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, disapproval of the matters submitted shall be presumed. Any material modifications or changes to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval.

The Committee is authorized and empowered to condition its approval for plans and specifications submitted to the Committee upon changes noted by the Committee or upon subsequent approval by the Committee of certain items noted by the Committee. In such case, such plans and specifications shall be deemed to have been approved by the Committee subject in all respects to the conditions and subsequent approvals so noted by the Committee.

All improvements approved by the Committee shall be diligently pursued to completion after the commencement of construction thereof.

Section 12.07 Variances. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance from the standards which are provided in this Declaration or which may be promulgated in the future. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. Written requests for variances shall be deemed to be disapproved if the Committee has not expressly and in writing, approved such request within thirty (30) days of the submission of such request. No member of the Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the grant of any variance to any other Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the covenants, restrictions and architectural standards provided hereunder, against any other Owner.

Section 12.08 No Liability. Neither Declarant, the Association, the Committee, the Board of Directors, nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications, and every Owner of any portion of said property agrees that he will not bring any action or suit against Declarant, the Association, the Committee, the Board of Directors, or the officers, directors, members, employees and agent of any of them, to recover any such damages and hereby releases, remises, and quitclaims all claims, demands and causes of action arising out of or in connection with any such judgment, negligence or nonfeasance and, to the greatest extent permitted by applicable law, hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

Section 12.09 Certificate of Compliance. Within thirty (30) days after actual receipt by

the Committee of an Owner's request for same and upon substantial completion of improvements, the plans and specifications for which are subject to review by the Committee, the Committee shall inspect such improvements, and if the improvements are constructed, erected, placed, or altered in accordance with approved plans and specifications, the Committee shall issue a Certificate of Compliance with respect to such improvements.

Section 12.10 Appointment and Designation. The Committee may from time to time, by the vote or written consent of a majority of its members, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects, to other qualified persons or to subcommittees of the Committee, which shall have full authority to act on behalf of said Committee in all matters delegated.

Section 12.11 Review Fee and Address. Any plans and specifications shall be submitted in writing for approval, together with a reasonable processing fee as set by the Committee. The review fee shall cover only the cost of employing non-affiliated consultants to review plans and specifications, as well as incidental expenses associated with the review process.

Section 12.12 Inspection. Any member or agent of the Committee may from time to time at any reasonable hour or hours enter and inspect all or any part of the grounds and exterior portions of the Lot of such Owner to confirm improvement or maintenance in compliance with the provisions of this Declaration.

Section 12.13 Governmental Authorities. No improvement or addition or applicable change or alteration thereof shall be constructed, erected, placed, altered or maintained on any of the Property, including the Common Area, which is in violation of any of the laws or ordinances of the City of College Station, Texas, or any other applicable governmental laws, rules, or regulations.

Section 12.14 No Liability for Design Defects. Plans and specifications are not reviewed or approved by the Committee for adequacy of engineering or structural design or quality of materials, and by approving such plans and specifications, neither the Committee, the Association, the Board of Directors, Declarant, nor any of their respective officers, directors, members, employees, or agents assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

ARTICLE XIII.

EASEMENTS

Section 13.01 Ingress and Egress by the Association. Full rights of reasonable ingress and egress shall be had by the Association and the Committee at all times over and upon each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association and the Committee of their respective functions, duties and obligations hereunder; provided, that any such entry by the Association or the Committee upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association or the Committee, as applicable, at the expense of the Association or the Committee, as applicable. Further, there is hereby reserved to

the Association and the Committee an easement over and across such portions of all lots adjacent to Greens Prairie Road and Spring Meadows Boulevard for purpose of construction of and maintenance of such fence or fences as may be deemed advisable by Declarant or the Association. There is also hereby reserved unto the Association an easement for full and uninterrupted ingress and egress over and across all rights-of-ways for park access as depicted on the recorded plat, together with a ten (10) foot access easement across the rear of Lot Nineteen (19), Block One (1).

ARTICLE XIV.

GENERAL PROVISIONS

Section 14.01 Duration. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date that this Declaration is recorded in the office of the County Clerk of Brazos County, Texas, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument agreeing to abolish such covenants, conditions and restrictions is signed by Owners holding at least sixty-seven percent (67%) of the votes of all Owners (determined in accordance with Section 3.03 hereof), and recorded in the Official Records of Brazos County, Texas, at least one (1) year in advance of the effective date of such abolishment.

Section 14.02 Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity (including, without limitation, an action for injunction or specific performance) against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter with respect to the same or any subsequent breach or violation of the applicable covenant, condition or restriction. The Architectural Review Committee, Declarant, the Board of Directors and/or the Association shall also have the right, but not the obligation, to enforce these covenants and restrictions in accordance with the provisions set forth within this Declaration. In the event the Architectural Review Committee, Declarant, the Board of Directors and/or the Association employs an attorney in connection with alleged violation by any Owner of the terms of this Declaration and is the prevailing party in the applicable legal proceeding, the offending Owner shall reimburse the Architectural Review Committee, Declarant, the Board of Directors and/or the Association, as applicable, for costs, expenses and attorneys' fees incurred in connection with such legal proceeding.

Section 14.03 Limitation of Restrictions on Declarant. Declarant is undertaking the work of developing land and construction of incidental improvements upon the Property. The completion of that work and the sale or other disposal of such developed land is essential to the establishment and welfare of said Property as a residential development. In order that said work may be completed and said Property be established as a fully occupied residential development as rapidly as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its contractors, or subcontractors from doing to the Property, whatever is reasonably necessary or advisable in connection with the completion of said work; or

(b) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Property, such structures as may be reasonable and necessary for the conduct of its business or completing said work and establishing said Property as a residential development and disposing of the same in parcels by sale, lease, or otherwise; or

(c) Prevent Declarant from conducting on any part of the Property such business or completing said work; or

(d) Prevent Declarant from maintaining such sign or signs on any of the Property as may be necessary for the sale, lease or disposition thereof.

The foregoing limitations of the application of the restrictions to Declarant shall terminate upon the sale or conveyance of Declarant's entire interest in the Property. Any action taken by Declarant pursuant to any provision of this Section 14.03 will not unreasonably interfere with any Owner's rights.

Section 14.04 Termination of Responsibility of Declarant. If Declarant should convey all, or substantially all, of its right, title and interest in and to the Property to any partnership, individual or individuals, corporation or corporations, then and in such event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant and shall succeed to all of the rights and powers of the Declarant hereunder.

Section 14.05 Owners' Compliance. Each Owner, tenant or occupant of any portion of the Property shall comply with the provisions of this Declaration and with the decisions, rules and regulations, and resolutions of the Association, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due for damages and/or fines or for injunctive relief. All agreements and determinations lawfully made by the Association in accordance with the voting procedures established shall be deemed to be binding on all Owners, their successors and assigns.

Section 14.06 Severability. The illegality, invalidity, or unenforceability of any provisions of this Declaration under present or future laws shall not affect the other provisions of this declaration, which shall remain in full force and effect; and this Declaration shall be construed as if such illegal, invalid, or unenforceable provision had never comprised a part of this Declaration. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be automatically added to this Declaration a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 14.07 Headings. The headings contained in this Declaration are for reference purposes only and shall not constitute substantive material for purposes of construing the meaning of the terms and provisions of this Declaration.

Section 14.08 Notices to Member or Mortgagee. Notices required to be given to any Member, mortgagee or lessee under the provisions of this Declaration shall be deemed to have been properly delivered, whether or not actually received, when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as Member, mortgagee or lessee in the records of the Association at the time of such mailing. In the event that there are multiple Members or lessees with respect to a single Lot, the Association shall be obligated to send notice to only one (1) of the multiple Members or lessees; and notice to one shall be deemed to be notice to all. Multiple owners of a Lot may designate one (1) of their group as the person entitled to notice by so notifying the Association in writing of such person and the address thereof, but if no such person is designated, the Association may notify any one (1) of such multiple owners. Notices of past due assessments, of the intention to institute any of the punitive provisions hereof, of any sanctions to be imposed hereunder or of any violations of this Declaration shall be sent to the affected person or entity by certified mail, return receipt requested, and addressed as aforesaid.

Section 14.09 Disputes. Matters of dispute or disagreement between Owners, or between any Owner and the Association, with respect to interpretation or application of the provisions of this Declaration or the Bylaws, shall be determined by the Board of Directors, whose reasonable determination shall be final and binding upon all Owners.

Section 14.10 Interest. Nothing contained in this Declaration shall authorize the collection of interest in excess of the maximum amount permissible under applicable law. If from any circumstance whatsoever, interest would otherwise be payable in amounts which exceed the maximum lawful rate, the applicable interest payable shall be reduced to the maximum amount permitted under applicable law; and if from any circumstances the Association or any other party shall ever receive pursuant to this Declaration anything of value deemed to be interest by applicable law which is in excess of the maximum lawful amount, an amount equal to any excessive interest shall be applied to the reduction of principal and not to the payment of interest, or if such excessive interest exceeds the unpaid principal balance, such excess shall be refunded to the party paying the same. All interest paid or agreed to be paid under the terms of this Declaration shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the applicable indebtedness so that the interest thereon does not exceed the maximum amount permitted by applicable law. The term "applicable law", as used in this Section 14.10 shall mean applicable laws of the State of Texas or the applicable laws of the United States of America, whichever laws allow the greater rate of interest.

Section 14.11 Minor Corrections. Notwithstanding anything to the contrary contained herein, during the period prior to the fifth (5th) anniversary of the date this Declaration is recorded in the Official Records of Brazos County, Texas, Declarant shall have the right, without the joinder of any other party, to amend this Declaration in order to correct typographical errors and to make other revisions thereto which do not materially and adversely affect the rights or obligations of any other Owner.

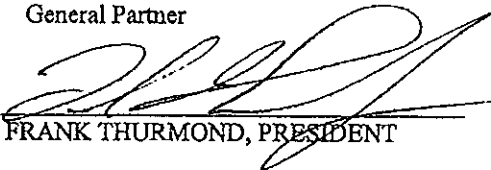
Section 14.12 Conflicts. In the event of any conflicts or inconsistencies between the terms of the Articles of Incorporation and the terms of this Declaration or the Bylaws, the terms of the Articles of Incorporation shall control and govern. In the event of any conflicts or

inconsistencies between the terms of this Declaration and the terms of the Bylaws, the terms of this Declaration shall control and govern.

Section 14.13 Amendment. This Declaration may be amended by the written consent of Owners of portions of the Property holding at least sixty-seven percent (67%) of the total votes of all Owners (determined in accordance with Section 3.03 hereof); provided, however, that no such amendment shall affect the rights or obligations of Declarant unless such amendment is consented to in writing by Declarant.

IN WITNESS WHEREOF, WOODLAND HILLS DEVELOPMENT, LTD., a Texas limited partnership, being the Declarant herein, has executed this Declaration to be effective for all purposes as of the date first written above.

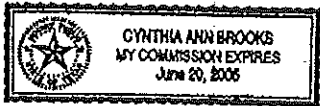
WOODLAND HILLS DEVELOPMENT, LTD.,
a Texas limited partnership
BY: WELLBORN DEVELOPMENT CORP.,
General Partner

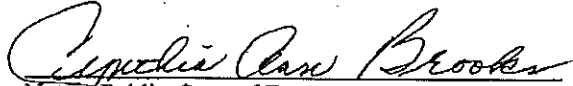
BY: 
FRANK THURMOND, PRESIDENT

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 28th day of January, 2004, by FRANK THURMOND, PRESIDENT of WELLBORN DEVELOPMENT CORP., a corporation, as GENERAL PARTNER of WOODLAND HILLS DEVELOPMENT, LTD., a limited partnership, on behalf of said partnership.




Notary Public, State of Texas

HONORABLE WENDEE NIXTER, CLERK
BRAZOS COUNTY

STATE OF TEXAS
I hereby certify that this instrument was filed on the date and time stamped herein by me and was duly recorded in the volume and page of the named records of:
BRAZOS COUNTY
as stamped herein by me.

Jan 29, 2004

Filed for Record in:
BRAZOS COUNTY
On: Jan 29, 2004 at 03:47P
Pg: 2
Recording
Document Number: 00844145
Amount: 75.00
Receipt Number - 225825
By:
Teresa Ramirez