

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZOS

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE MEADOWCREEK SUBDIVISION
BRAZOS COUNTY, TEXAS

THAT this Declaration of Covenants, Conditions and Restrictions for The Meadowcreek Subdivision, Brazos County, Texas (hereinafter referred to as the "Declaration"), is made on the date hereinafter set forth by Main Street Homes-CS, Ltd., a Texas limited partnership (hereinafter referred to as "Declarant") and is as follows:

WITNESSETH:

WHEREAS, Declarant is the owner of a 74.86 acre tract of land more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "74.86. Acre Tract").

WHEREAS, Declarant has obtained approval from Brazos County and the City of College Station for the development of a master planned residential development consisting of approximately 338 residential platted lots to be developed in phases and located on the 74.86 Acre Tract is hereinafter collectively referred to as the "Property".

WHEREAS, Declarant has recorded Meadowcreek, Phase One, in the Official Public Records of Brazos County, Texas, in Document Number 00916140.

WHEREAS, it is deemed to be in the best interests of Declarant and any other persons who may purchase all or a portion of the Property that there be established and maintained a uniform plan for the improvement and development of the Property as a highly restricted and modern subdivision of the highest quality,

NOW, THEREFORE, Declarant hereby declare that all of the Properties described above as being owned by Declarant shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These easements, covenants, restrictions and conditions shall run with said real property and be binding upon all parties having or acquiring any right, title or interest in a Lot, as hereinafter defined, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

Section 1. "Association" shall mean and refer to Meadowcreek Homeowners Association, Inc., a Texas nonprofit corporation, its successors and assigns.

Section 2. "Common Area" shall mean and refer to that property owned or to be acquired by the Association and shall include, but is not limited to, all recreational facilities, community facilities, swimming pools, storage facilities, pumps, trees, landscaping, sprinkler systems, pipes, wires, conduits, drainage areas, detention ponds and other public utility lines situated thereon.

Section 3. "Declarant" shall mean and refer to Main Street Homes-CS, Ltd., a Texas limited partnership, its successors and assigns, provided such successors and assigns (i) acquire more than one Lot in the Subdivision for purposes of development or resale and (ii) are designated as a Declarant by an instrument in writing executed by Main Street Homes-CS, Ltd., and filed of record in the Official Public Records of Real Property of Brazos County, Texas.

Section 4. "Lot" shall mean and refer to any of the numbered lots shown on any one or more of the Subdivision Plat(s) and/or any replat thereof.

Section 5. "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons living together as a single housekeeping unit; provided, however, the term "Living Unit" shall not include a garage constructed on the Lot which is detached from the other improvements on the Lot.

Section 6. "Occupied Lot" shall mean and refer to any Lot on which there is a Living Unit in which one or more persons are residing.

Section 7. "Member" shall mean and refer to every person or entity that holds a membership in the Association.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any mortgagee or lien holder who acquires fee simple title to any Lot through judicial or nonjudicial foreclosure.

Section 9. "Subdivision" shall mean and refer to all phases of the Meadowcreek Subdivision covering all of the land in the 74.86. Acre Tract and includes all of the Subdivision Plats; provided however, none of the Property (or portions thereof) shall be considered part of the Subdivision until such time as it is included within a Subdivision Plat (hereinafter defined)

Section 10. "Subdivision Plat(s)" shall mean and refer to one or more of the final recorded subdivision plats subdividing portions of the Property and filed in the Real Property Records of Brazos County, Texas.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easement of Access and Enjoyment. Every Owner shall have an easement of access and a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge a reasonable admission and other fees for the use of any recreational facilities situated on the Common Area;
- (b) The right of the Association to suspend a Member's voting rights and right to use the recreational and other facilities owned or operated by the Association, excluding domestic water, for any period during which any assessment against his Lot or any other sum due the Association by Owner remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be determined by the Association.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the Bylaws of the Association, his right of enjoyment to the Common Area and facilities to members of his family, his tenants, or contract purchasers who reside on the Lot owned by him. The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot, by acceptance of a Deed therefore, whether it shall be express in the Deed or the evidence of the conveyance, is deemed to covenant that any lease executed on a Lot shall be in writing and contain provisions binding any lessee thereunder to the terms of this Declaration of Covenants, Conditions and Restrictions and any rules and regulations published by the Association applicable to the Common Area and further providing that noncompliance with these terms of the lease shall be a default thereunder.

Section 3. Title to the Common Area. The Common Area shall be owned by the Association or its successors, it being agreed that this provision is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Area. Notwithstanding the above, the Declarant reserves the right to grant, convey,

dedicate or reserve easements over, on or under the Common Area for utility services as set forth in Article XI, Section 1 hereof.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Organization. Declarant shall, when it is deemed appropriate by Declarant, cause the Association to be organized and formed as a nonprofit corporation under the laws of the State of Texas. The principal purposes of the Association shall be the collection, expenditure and management of the maintenance funds, enforcement of this Declaration, providing for the maintenance, preservation and architectural control (when the powers of the ACC terminate and the ACC's powers vest in the Association) within the Subdivision, the general overall supervision of all of the affairs and well being of the Subdivision and other Subdivisions within its jurisdiction and the promotion of the health, safety and welfare of the residents within the Subdivision and other Subdivisions within its jurisdiction. Until the Association is so organized, Declarant shall enjoy all of the rights which would otherwise be exercised by the Association hereunder.

Section 2. Membership. Every person or entity that is a record owner of a fee or undivided fee interest in a Lot which is a part of the Subdivision, including contract sellers, shall hold a membership in the Association. The foregoing is not intended to include persons or entities that hold an interest in a Lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Any mortgagee or lienholder who acquires title to any Lot, which is a part of the Subdivision, through judicial or nonjudicial foreclosure, shall be a Member of the Association.

Section 3. Board of Directors. The Association shall act through a Board of Directors who will manage the affairs of the Association as specified in the Bylaws of the Association.

Section 4. Voting Rights. There shall be two classes of membership entitled to voting rights in the Association with respect to the Subdivision and they shall be as follows:

(a) **Class A:** All Owners, other than Declarant, shall be considered Class "A" Members, and for each Lot owned shall be entitled to one (1) vote on each matter coming before the Members at any meeting or otherwise, unless their voting rights have been suspended by the Board of Directors as hereinabove provided in Article H, Section 1(b). When a particular Lot is owned by more than one individual or entity, all the individuals or entities holding an ownership interest in that Lot shall be considered Class "A" Members, however, for that particular Lot they shall be entitled to a total of no more than one vote on each matter coming before the Members at any meeting or otherwise. The vote for such Lot shall be exercised as they among themselves determined.

(b) **Class B:** Class "B" Members shall be the Declarant, and for each Lot owned it shall be entitled to five (5) votes on each matter coming before the Members at any meeting or otherwise. Once a Lot is sold to an individual or individuals who would be classified as Class A Members, subject to paragraph (c) below, the five (5) votes attached to the Lot shall be extinguished, subject to paragraph (c) below. All Class "B" memberships with respect to the Subdivision shall cease and be automatically converted into Class A Memberships on the happening of any of the following events, whichever occurs earlier:

- (i) When the total number of votes entitled to be cast by the Class "A" Members, with respect to the Subdivision, at any meeting of the Members or otherwise equals the total number of votes entitled to be cast by the Class "B" Members, with respect to the Subdivision;
- (ii) Ten (10) years from the date this Declaration of Covenants, Conditions and Restrictions is filed with the County Clerk of Brazos County, Texas, for recordation in the Official Public Records of Real Property of Brazos County, Texas; or
- (iii) At such earlier time as the Class "B" Member, in its sole discretion, shall elect.

(c) Reinstatement of Class "B" Members: Notwithstanding the prior provisions of paragraph (b) above, if additional land (other than the Property) is subject to the jurisdiction of the Association such that the Declarant owns more than 10% of the total lots in the Subdivision and any other subdivision subject to the jurisdiction of the Association, then the provisions in the first sentence of paragraph (b) above shall be automatically reinstated ipso facto.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessment. The Declarant and Main Street for each Lot within the Subdivision which shall be or thereafter become subject to the assessments hereinafter provided for, hereby covenant, that each Owner of any Lot that shall be or thereafter become assessable, by acceptance of a Deed therefore, whether or not it shall be express in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

- (a) Annual assessments or charges;
- (b) Special assessments for capital improvements; and
- (c) Any other sums to the extent they are specifically provided for elsewhere in this instrument. Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing lien upon the Lot against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs and reasonable attorney's fees shall also be and remain the personal obligation of the individual or individuals who owned the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title to such Lot. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Subdivision. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums and repair, maintenance and acquisition expenses incurred by the Association and, at the option of the Board of Directors of the Association, for any or all of the following purposes: lighting, improving and maintaining signs, streets, alleyways, sidewalks, paths, parks, parkways, any entry fence, monuments and/or signage, easements, and drainage areas in the Subdivision and in other subdivisions within its jurisdiction; collecting and disposing of garbage, ashes, rubbish and materials of a similar nature; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of all assessments and charges and in connection with the enforcement of this Declaration of Covenants, Conditions and Restrictions; employing policemen or watchmen and/or a security service; fogging and furnishing other general insecticide services; providing the planting and upkeep of trees and shrubbery in any of the Common Areas; acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the Owners; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the property in the Subdivision and in other subdivisions within its jurisdiction in neat and good order, or which they consider of general benefit to the Owners or occupants of the Subdivision and in other subdivisions within its jurisdiction, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance and other charges as specified herein. Such funds may also be used to repair, maintain and restore abandoned or neglected residences and Lots as hereinafter provided. The judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

Section 3. Basis and Maximum Level of Annual Assessments. Until January 1, of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the initial annual assessment shall be Three Hundred and No/100 Dollars (\$300.00) per Lot. Prior to the beginning of each calendar year, the Board of Directors of the Association (the "Board") shall estimate the expenses to be incurred by the Association during such year in

performing its functions and the cost of enforcing the Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time and from time to time levy further Assessments in the same manner as aforesaid. Thereafter, at the Board's sole and absolute discretion, the maximum regular annual Assessments per Lot permitted hereunder may be increased by no more than eight percent (8%) per year, unless approved by at least two-thirds of each Class of Members who are voting in person or by proxy at a meeting duly called for such purpose, with the same quorum as required for Special Assessments herein. Notwithstanding the foregoing, the Declarant shall not pay any assessments so long as there is a Class B membership, and Declarant hereby covenants and agrees that in the event that the annual maintenance fund revenues are insufficient to pay the direct operation expenses of the Association, it shall provide the funds necessary to make up the deficit, within thirty (30) days of receipt of request for payment thereof from the Association. In the alternative, Declarant shall have the right to pay full Class A assessments on its Lots without relinquishing its Class B status and shall then be excused from the payment of any budget deficits.

Section 4. Special Assessments for Capital Improvement. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a particular capital improvement located upon the Common Area, easements or drainage area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the written approval of fifty one percent (51%) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice of Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting of the Members of the Association called for the purpose of taking any action authorized under Sections 3 and 4 of this Article shall be sent to all members and shall be posted at a public place within the Subdivision not less than fifteen (15) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the Members holding ten percent (10%) of all membership votes entitled to be cast in each membership class or their proxies shall constitute a quorum. If the required quorum is not present, additional meetings may be called subject to the same notice requirements and the required quorum at each subsequent meeting shall be one-fourth (1/4) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than (60) days following the preceding meeting.

Section 6. Rates of Assessments. Both annual and special assessments on all Lots, whether or not owned by the Declarant, must be fixed at uniform rates as follows:

(a) Occupied Lots: Those Lots containing an occupied Living Unit (there is, a Living Unit that has been initially occupied, although it may no longer be occupied) shall be assessed the full assessment as set by the Board of Directors of the Association;

(b) Completed Living Unit: Those Lots conveyed from builder to subsequent purchaser shall pay the full assessment, as set by the Board of Directors of the Association, during the year the builder conveys title to subsequent owner; and

(c) Vacant Lots: Those Lots which are vacant or upon which a residence is under construction shall not be assessed annual assessments by the Board of Directors of the Association. However, if such Owner fails to maintain said Lot in accordance with the requirements set forth in this Declaration, the Association is hereby authorized to do so and any expense the Association incurs thereby shall become a lien on the Lot and the general personal obligation of said Owner.

Section 7. Date of Commencement and Determination of Annual Assessment. The annual assessment provided for herein shall commence as to all Lots on a date fixed by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the

Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. However, the failure by the Board of Directors of the Association to fix an annual assessment for any year will not be deemed a waiver with respect to any of the provisions of this Declaration or a release of liability of any Owner to pay annual assessments, or any installments thereof, for that or any subsequent year. In the event of such failure, each Owner shall continue to pay the annual assessment established for the previous year until the new annual assessment is established. The new annual assessment established by the Board of Directors of the Association shall be applied retroactively to the commencement of the then current assessment year and the deficit shall be paid by each Owner within thirty (30) days after receipt of a statement therefor. Assessments shall be due and payable yearly in advance on the first day of January or as directed by the Board of Directors of the Association. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or charges, which are not paid when due, shall be delinquent. If an assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest from the due date of the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien herein retained against the Lot. Interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. In order to secure the payment of the assessments or charges hereby levied, a vendor's lien for the benefit of the Association, shall be and is hereby reserved in the Deed from the Declarant to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and nonjudicial proceedings by the Association. As additional security for the payment of the assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants the Association a lien on such Lot which may be foreclosed on by a nonjudicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with nonjudicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association and filed for record in the Official Public Records of Brazos County, Texas. In the event that the Association has determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the notice of Trustee's Sale not less than twenty-one (21) days prior to the date of which sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, registered or certified, return receipt request, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Official Public Records of Brazos County, Texas. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; third, any amounts required by law to be paid before payment to the Owner; and, fourth, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of any assessment, the Association may, acting *through the Board*, upon ten (10) days prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, restrict the rights of such nonpaying owner to use the Common Areas, if any, in such manner as the Association deems fit or appropriate and/or suspend the voting rights of such nonpaying Owner so long as such default exists. It is the intent of the provisions of this Section 8 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to nonjudicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the President or any Vice President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration filed in the Official Public Records of Brazos County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. In addition to the above rights, the Association shall have the right to refuse to provide the services of the Association to any Owner who is delinquent in the payment of the above described assessments.

Section 9. Subordination of the Lien to Mortgages. As hereinabove provided, the title to each Lot shall be subject to a vendor's lien and power of sale securing the payment of all assessments and charges due the Association, but said vendor's lien and power of sale shall be subordinate to any valid purchase money lien or mortgage covering a Lot and any valid lien securing the cost of construction of home improvements. Sale or transfer of any Lot shall not affect said vendor's lien or power of sale. However, the sale or transfer of any Lot pursuant to a judicial or nonjudicial foreclosure under a purchase money lien or lien securing the cost of construction of home improvements shall extinguish the vendor's lien and power of sale securing such assessment or charge only as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability from any charges or assessments thereafter becoming due or from the lien thereof. No extinguishment of the vendor's lien and power of sale shall relieve the delinquent Owner from his personal obligation and liability therefore. In addition to the automatic subordination provided hereinabove, the Association, in the discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and devoted to public use and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments and charges created herein. Notwithstanding the foregoing, no Lot, which is used as a residence, shall be exempt from said assessments and charges.

Section 11. Transfer Fee. Declarant has created a master planned subdivision and has agreed to set aside land for amenities, common areas, landscape areas, streets, drainage and such other improvements of such type, size and location as determined by Declarant, (hereinafter collectively referred to as the "Improvements"). Upon each transfer of and acceptance of deed, title and/or ownership interest to a Lot in the master planned subdivision, the Owner acknowledges, agrees and stipulates (i) the Improvements, all and singularly benefit said Lot and (ii) in consideration thereof and for other good and valuable independent consideration, the receipt of which is acknowledged by acceptance of the deed, title and/or ownership interest, and as a covenant running with the land, that the Owner, including all heirs, successors and assigns, shall be obligated to pay to Declarant or Declarant's assign(s) a "Transfer Fee" described below.

The Transfer Fee shall be in the amount of three fourths of one percent (.75 %) of the Total Sales Price paid for the Lot and/or any improvements thereon. Such Transfer Fee shall be due and payable immediately at the closing of each transfer and/or sale of title and/or a title interest to a Lot. The Total Sales Price shall include total of all consideration for the Lot paid by or on behalf of the purchaser of the Lot and shall exclude prorated or prepaid taxes, interest, title policy fees and, escrow fees. The Transfer Fee shall be due contemporaneously with the transfer of title and/or title interest. Notwithstanding any of the foregoing, the Transfer Fee shall be waived for the transfer of a Lot by (a) Declarant, or (b) anyone who acquires title to a Lot directly from Declarant, or (c) transfers of land or a Lot that occur on or after January 1, 2012, or (d) transfer between spouses, or (e) transfers by will or probate, or (f) transfers by an institutional lender or Trustee by judicial or non-judicial foreclosure. The obligation of the Owner to pay the Transfer Fee shall expire on December 31, 2111, being ninety nine years after the obligation to pay the Transfer Fee begins on January 1, 2012. By acceptance of the deed, title or title interest to a Lot, the Owner agrees that all claims, disputes and other matters arising out of or related to the Transfer Fee shall be decided by binding arbitration in accordance with commercial arbitration rules of the American Arbitration Association then in effect. Neither Owner nor Declarant shall be entitled to recover costs or attorney fees that exceed three times the amount of the Transfer Fee claimed or assessed in connection with a disputed transfer. Owner and Declarant hereby waive all claims for exemplary, punitive, consequential, emotional and like kind damages arising from or related to the Transfer Fee or this Article to the extent permitted by law. The obligation to pay the Transfer Fee shall be a personal obligation of the Owner of record. In addition, Declarant shall have a lien against each transferred Lot which is subject to a Transfer Fee, to secure payment of the Transfer Fee as well as interest on such fee at the maximum non-usurious rate of interest allowed by law. Such lien shall be superior to all other liens, except liens for taxes, bonds, assessments and other levies which by law would be superior, and the lien or charge of any recorded first mortgage made in good faith and for value. Declarant may enforce its lien and the obligor's personal obligation to pay by suit, judgment, and/or judicial or non-judicial foreclosure in the same manner as the

Association or as otherwise allowed by law. All cost to collect the Transfer Fee shall be added to the Transfer Fee amount due. Election of one of the foregoing remedies shall not constitute an election of remedies. This Section cannot be amended without Declarant's written consent, and any amendment without such consent shall be void and of no force and effect. If this Section is found to conflict with any applicable law, including, but not limited to, the rule against perpetuities, then this Section shall be amended as necessary to comply with applicable law, but shall otherwise remain in full force and effect. This Section shall survive termination, expiration and/or modification of all or part of this Declaration.

ARTICLE V INSURANCE

The Association, through the Board of Directors, or its duly authorized agent, shall have the authority to obtain the following types of insurance policies:

- (a) Property insurance covering the Common Area, easements and esplanades and all improvements thereon in an amount not to exceed the full replacement value of the improvements and facilities located upon the Common Area, easements and esplanades and owned by the Association (including all building service equipment and the like) with an "agreed amount endorsement" or its equivalent, a "demolition endorsement" or its equivalent and, if necessary an "increased cost of construction endorsement" or "contingent liability from operation of building laws endorsement" or the equivalent, affording protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in Texas, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage, and any such other risk as shall customarily be covered with respect to projects similar in construction, location and use;
- (b) A comprehensive policy of public liability insurance covering all of the Common Area, easements and esplanades, and insuring the Association, within such limits as it may consider acceptable (for all claims for personal injury and/or property damage arising out of a single occurrence); such coverage to include protection against water damage liability, liability for nonowner and hired -automobiles, liability for property of others, and any other coverage the Association deems prudent and which is customarily carried with respect to projects similar in construction, location and use; and
- (c) A policy of fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all others who handle, or are responsible for handling funds of the ASSOCIATION; such fidelity bonds shall be of the kind and in an amount the Association deems necessary for the protection of the Owners. Premiums for all such insurance policies carried by the Association shall be a common expense payable from the annual assessments on all of the Lots. Liability and property insurance for Lots and the contents of residences shall be the responsibility of each individual Owner. All proceeds from policies held by the Association shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least two (2) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. In no event shall the insurance company or the bank or other financial institution holding proceeds on a policy issued in the name of the Association be authorized to distribute any proceeds therefrom to the Declarant. Proceeds from such policies shall be used by the Association only for the benefit of its Members, and where such proceeds arise out of an occurrence in which a building or improvement owned by the Association is damaged or destroyed, they shall be used to repair, restore and rebuild such building or improvements. In the latter event, the Board of Directors shall advertise for sealed bids from contractors, and acceptance of a bid received thereby, may negotiate with the contractor, who shall, unless waived by the Board of Directors, be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed improvements or buildings. In the event the insurance proceeds are insufficient to pay all costs of repairing and/or rebuilding said improvements to their original condition, the Association shall levy a special assessment for capital improvements against all owners to make up the deficiency. This shall be done only after compliance with all the requirements for imposition of special assessments.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. There is hereby created an Architectural Control Committee (herein referred to as the "ACC") comprised of three (3) members, which shall initially be Rick Jenkins, David LeBoeuf and Steve Bartholomew each of who shall serve until his successor is appointed. Any two (2) of the members of the ACC shall have the full authority and power to act for the ACC. Any member of the ACC may be removed, with or without cause, by the Declarant. In the event any member of the ACC should be so removed from the ACC or if any member of the ACC should die, resign, refuse to act, or become unable or ineligible to act, Declarant shall have the authority to designate a successor. No member of the ACC or its designated representative(s), as herein defined, shall be entitled to any compensation for services performed pursuant to this Article. The ACC may, however, employ one or more architects, engineers, attorneys or other consultants to assist the ACC in carrying out its duties hereunder, and the Association shall pay such consultants for such services as they render to the ACC. A majority of the ACC may designate one or more representative(s) to act for it and such representative(s) shall have the full right, authority, and power to carry out the functions of the ACC.

Section 2. Duties and Powers. The purpose of the ACC is to protect the environmental and architectural integrity of the Subdivision in accordance with the provisions of this Declaration. No building, fence, wall or other structure or improvement of any nature shall be placed, constructed, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until the construction plans and specifications for the same shall have been submitted to and approved in writing by the ACC as to (a) conformity and harmony of external design and location in relation to surrounding structures and topography, and (b) quality of workmanship and materials. Any plans and specifications to be submitted shall specify, in such form as the ACC may reasonably require, the location upon the Lot where the improvements are to be placed and the dimensions thereof as well as appropriate information concerning the structural, mechanical, electrical and plumbing details and the nature, kind, shape, heights, color scheme and materials of the proposed improvements or alterations. The ACC shall also have the right, where not otherwise set forth herein, to specify:

- (a) Minimum setbacks;
- (b) The location, heights and extent of fences, walls, or other screening devices;
- (c) The orientation of structures and landscaping on Lots with respect to streets, walks and structures on adjacent properties, however, the ACC shall not require setbacks further away from the streets than any platted building line; and
- (d) A limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration or repair of any improvement. Further, no person exercising any prerogative of approval or disapproval by the ACC shall incur any liability by reason of the good faith exercise thereof.

Section 3. ACC Approval. Any approval or disapproval by the ACC or its designated representative(s) on any of the above matters shall be in writing and either conveyed in person or by registered or certified mail, return receipt requested or over-night delivery service. In the event said ACC or its designated representative(s) fail to approve or disapprove such design and location within thirty (30) days after all said plans and specifications have been submitted to it in writing and either conveyed in person or by registered or certified mail, return receipt requested or over-night delivery service, then such plans and specifications shall be deemed approved (except for any required variances as provided below). The ACC shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the ACC in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision or the common scheme of the development. If the ACC shall approve a request for variance, the ACC may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the ACC to permit the variance, describing (when applicable) the conditions on which the variance has been approved and signed by a majority of the then members of the ACC. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for

any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lots and with the Plat. Failure by the ACC to respond within thirty (30) days to the request for a variance shall operate as a denial of the variance.

Section 4. Term. The duties and powers of the members of the ACC herein named, their successors, assigns and designated representative(s) shall cease on the earlier of twenty (20) years from the date this Declaration of Covenants, Conditions and Restrictions is recorded in the Official Public Records of Real Property of Brazos County, Texas, or the date upon which all Lots subject to the jurisdiction of the Association become Occupied Lots. Thereafter, the duties and powers of the ACC shall vest in the Board of Directors of the Association or an ACC composed of three (3) or more representatives appointed by the Board of Directors of the Association. The approval required in this Article and the duties and powers vested in the ACC and its successors shall continue so long as this Declaration of Covenants, Conditions and Restrictions remain in force and effect. The then current members of the ACC may at any time voluntarily transfer all their duties and powers to the Board of Directors of the Association. To be effective, such a transfer shall be evidenced by a document executed by each of the then current members of the ACC.

Section 5. No implied Waiver or Estoppel. No action or failure to act by the ACC or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the ACC or Board of Directors with respect to the construction of any improvements within the Subdivision. Specifically, the approval by the ACC or Board of Directors of any such residential construction shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar residential construction or any similar proposals, plans, specifications or other materials submitted with respect to any other residential construction by such person or other Owner.

ARTICLE VII EXTERIOR MAINTENANCE

Section 1. Obligation. All Living Units and other buildings located within the Subdivision must be kept in good repair and must be painted when necessary to preserve their attractiveness. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. All damaged, diseased beyond recovery or dead trees shall be cut and removed from any Lot at the expense of the Owner. Vacant Lots shall be mowed and maintained in clean, neat appearance by the Owner and shall not be used as dumping grounds for rubbish, trash, rubble or soil, except that Declarant or the ACC may designate fill areas into which materials specified by Declarant or the ACC may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other aboveground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices. Owners of residences shall construct and maintain a fence or other suitable enclosure to screen from public view the drying of clothes, yard equipment and woodpiles or storage piles.

Section 2. Failure to Maintain. In the event any Owner of any Lot in the Subdivision fails to maintain the Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after seven (7) days notice to the Owner of said Lot, setting forth the action intended to be taken by the Association and after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right (but not the obligation), through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements located thereon. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repair, maintenance and restoration, the Association shall have the right (but not the obligation), through its agents and employees, to enter any residence or improvement located upon such Lot. Neither the Association or its agents or employees shall be liable, and are expressly relieved from any liability for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized in this Article. The cost of such exterior maintenance and other work shall be the personal obligation of the Owner of the Lot on which it was performed and shall become a part of the assessment payable by said Owner and secured by the liens herein retained.

ARTICLE VIII USE RESTRICTIONS

Section 1. Residential Use. Each and every Lot in the Subdivision is hereby restricted to site built residential dwellings for single-family residential use only, except those Lots designated as drainage lots, park lots and/or common area lots. As used herein, the term "residential use" shall be held and construed to exclude hospitals, clinics, apartments houses, manufactured houses, duplex houses, garage apartments used for rental purposes, boarding houses, hotels and commercial and professional uses whether from homes, residences, or otherwise, and all such uses of said property are hereby expressly prohibited.

Section 2. Business Activity. No business activities of any kind whatsoever shall be conducted in any portion of the Subdivision; provided, however, the foregoing covenant shall not apply to the business activities of the Declarant, its agents and assigns during the construction and sale period, or of the Association, its successors and assigns in furtherance of its powers and purposes as herein set forth. Each builder on Lots in the Subdivision shall be allowed to use the garage structure constructed on the Lot as an office; provided, however, that such structure must be converted back to a garage prior to the sale of the home on the Lot affected to a purchaser.

Section 3. Common Area. The Common Area shall not be used for any commercial purposes; however, this provision shall not preclude the Association from charging reasonable fees for the use of the recreational facilities, which are part of the Common Area.

Section 4. Exemption for Sale of Lots. Notwithstanding any provisions herein contained to the contrary, it shall be permissible for Declarant or the builder of any residence to maintain, during the period of construction and sale of Lots within the Subdivision, upon any portion of a Lot, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of improved Lots, including, without limitation, a business office, storage area, construction yards, model units and a sales office.

Section 5. Animals and Livestock. The raising, breeding or keeping of animals, livestock or poultry of any kind on any Lot in the Subdivision is strictly prohibited; provided, however, consistent with the Living Unit's use as a residence, dogs, cats or other household pets may be kept on a Lot, provided they are not kept, bred or maintained for any commercial purposes and further provided, no more than three (3) such pets shall be kept on a Lot. All pets must be properly tagged for identification and penned in an approved enclosure. No pet may be chained or leashed outside an enclosure unless being walked on a leash. Whenever, a pet is removed from its enclosure, it must be in the possession of its owner or the owner's agent and must be restrained by a proper leash of chain, rope, plastic, leather or similar material.

Section 6. Mineral Production. No oil drilling, oil development operations or oil refining, quarrying or mining operations of any kind shall be permitted upon any portion of the Subdivision, nor any kind shall be permitted upon any portion of the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any portion of the Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Subdivision.

Section 7. Disposal of Trash. No portion of the Subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All rubbish, trash, garbage or other waste shall be kept in sanitary containers and out of sight of the Common Area and any street or adjacent Lot, except on days designated by the Association for pick-up of such garbage. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense. No incinerator may be maintained on any portion of the Subdivision.

Section 8. Storage of Vehicles. No recreation vehicles, commercial vehicles, boats, trailers, campers or inoperable automobiles shall be allowed to be parked within the streets, common area, front yard or any other area of the Subdivision, unless same are parked in garages and the garage doors remain closed except when in use. No portion of the front yards, streets or Common Area shall, without the express written permission of the Association, be used for any items, which the Association deems unsightly or inappropriate. No Owner of any Lot in the Subdivision or any visitor or guest of any Owner shall be permitted to perform work on any vehicle in any driveway, front yard or street

other than for work of a temporary nature. For the purpose of the foregoing term, "temporary" shall mean that the vehicle shall not remain in a driveway or street in excess of twenty-four (24) hours. Garage doors shall be closed at all times, except for immediate entry or exit.

Section 9. Storage of Building Materials. No Lot shall be used for storage of any material except that required for landscaping or construction which materials shall not be placed or stored upon any Lot until the Owner is ready to commence construction of improvements on the Lot, at which time such materials shall be placed within the property lines of the Lot upon which the improvements are to be constructed, and shall not be placed in the street or upon any Common Areas. All material stored on a Lot must be removed within 21 days, unless the Owner obtains a written extension of this time from the ACC.

Section 10. Signs. No advertising signs (except not more than one six (6) square foot "For Rent" or "For Sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any portion of the Subdivision. Declarant and the Association, however, shall have the right to erect identifying signs at each entrance of the Subdivision and Declarant may place and maintain, or permit to be placed and maintained, such builder advertising signs as it may desire in its sole discretion in connection with the construction of homes in the Subdivision. The Board of Directors of the Association shall have the right to approve the design and working of all signs and the right to enter in and upon any Lot for the purpose of removing any sign being maintained thereon which has to be approved by it. In no event shall the Association or its Board of Directors be liable to any person or persons for any damages of whatever nature for removing such signs in a reasonable manner.

Section 11. Clotheslines. No outside clothesline shall be constructed or maintained on any Lot within sight of the Common Area or any street or adjacent Lot.

Section 12. Nuisances. No noxious or offensive trade or activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the residents of the Subdivision or in any way endanger the health of the residents.

Section 13. Prohibited Conduct. No portion of the Subdivision shall be used for vicious, illegal or immoral conduct, or by any conduct in violation of the laws of the State of Texas, or the United States, or of the police, health, sanitary, building or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any portion of the Subdivision.

Section 14. Control of Sewage Effluent. No outside toilets will be permitted, except temporarily during the construction of improvements, and no installation of any type of device for disposal of sewage shall be allowed that would result in raw or untreated or unsanitary sewage being carried into the streets or into any body of water. Drainage of storm waste into sewage pipes shall not be permitted. No septic tank or other means of sewage disposal will be permitted.

ARTICLE IX ARCHITECTURAL RESTRICTIONS

Section 1. Type of Living Unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than a detached single family dwelling of not more than two (2) stories and the maximum height of residential structures shall be 40 feet. All structures shall be of new construction and no structure shall be moved from another location onto any Lot.

Section 1. I. Adequacy of Parking. Each lot shall provide adequate parking spaces sufficient to accommodate all parking needs for the intended uses within each lot. Not less than sixty seven (67%) percent of the lots shall have a minimum of four (4) parking spaces, two of which may be in the garage. Not more than thirty three (33%) percent shall have a minimum of three (3) parking spaces one of which may be in the garage. No garage shall be converted into bedrooms, dens, studies or any living areas for the occupants; provided, however, builders may temporarily convert the garage if used as a model home, such garage must be reconverted for the parking of automobiles within 90 days when no longer in use as a model home. Carports on Lots are not permitted.

Section 2. Type of Construction. The first floor street exterior walls of residential structures will be constructed of masonry materials. The ACC of the Homeowners Association may grant variances to this provision to allow for the utilization of architectural elements to vary the "street scene" front elevations within the neighborhood and such that the resulting structure will not detract from the general appearance of the neighborhood. However, a minimum of at least twenty-five (25 %) percent of the front exterior wall will be constructed of masonry materials, i.e., brick, stone, stucco, cement siding material (excluding windows, doors, other openings and gables) on all residential structures. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the ACC. Every garage and permitted accessory building (except a greenhouse) shall correspond in style and architecture with the dwelling to which it is appurtenant. No structure of any kind or character that incorporates frame construction on the exterior shall be erected on any Lot unless such structure receives at least one coats of paint at the time of construction or the exterior is of redwood or cedar material.

Section 3. Dimensions of Living Unit. The maximum lot coverage of residential structures, accessory buildings, driveways and concrete decks shall not exceed 65 percent of the total lot size. Unless otherwise approved by the ACC, no residential structure shall be erected, altered, placed or permitted to remain on any Lot located in the Subdivision unless its living area has a minimum of eight hundred fifty (850) square feet of usable floor space exclusive of porches and garage.

Section 4. Location of Living Unit on a Lot. The minimum building setback requirement shall be as required by recorded plat:

Should two or more adjoining building sites be owned by the same or substantially the same Owner or Owners and said lots shall not contain an easement between the two lots, said Owner or Owners shall be permitted to erect a structure across the building site lines common to the sites owned by said Owner or group of Owners, and such construction shall not be considered to be in violation of the side or rear setback restrictions described above, so long as such improvements or structures are determined to consist of one continuous building, which determination shall be in the sole good faith discretion of the ACC. Except as expressly approved in writing by the ACC, the immediately preceding sentence shall in no way affect or change the side or rear setback lines set forth in the recorded plat and these setback lines shall continue to apply to any building site or a group of building sites under the same or substantially the same ownership. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest dimension abutting a street. Each Living Unit will face the front of the Lot, and will be provided with driveway access from the front of the Lot only; except that garages on the corner Lots may face the side street. No dwelling shall be located on any Lot within any utility easement.

Section 4.1. Location of Accessory Buildings or Structures on a Lot. Any Accessory Building must be approved in advance by the ACC and no Accessory Building or Structures may be placed in a drainage, public utility easement. The following requirements are applicable to accessory buildings to a residential structure:

Number Permitted:	1
Maximum Height:	15 feet
Placement:	Rear Yard Only
Setbacks:	Side Street - 15 feet
	Interior Side Yard - 7 feet
	Rear Yard - 10 feet
	Rear Yard Coverage - 35 percent

Section 5. Metal Buildings. No metal buildings of any type shall be placed or constructed upon any Lot.

Section 6. Roof Material. Roof of all residences shall be constructed so that the exposed material is of a dimensional material and grade that complies with the FHA and VA guidelines in force on the date of construction of the roof involved, and of a color acceptable to the ACC.

Section 7. Driveways. Unless the ACC agrees otherwise, each Lot shall have driveway access of concrete to the street on which the Living Unit constructed thereon faces and shall not have driveway access to a street on which it may side. Subject to the foregoing limitation, the Owner of each Lot shall construct and maintain at his expense a

driveway from his garage to an abutting street, including the portion of the street right-of-way. The Owner shall repair at his expense any damage to the street occasioned by connecting the driveway thereto.

Section 8. Sidewalks. If required by applicable federal, state or local jurisdiction, sidewalks shall be constructed by the builder or lot owner according to the controlling jurisdiction's ordinances. The sidewalk shall extend the full width of the Lot to the street curb at the corner. The sidewalk shall be constructed in accordance with specifications promulgated by the controlling jurisdiction, if any, or by the ACC if there is no controlling jurisdiction.

Section 9. Curb Ramps. If required by applicable federal, state or local jurisdiction, curbs with accompanying sidewalks shall have curb ramps (depressions in the sidewalk and curb) at all crosswalks to provide safe and convenient movement of physically handicapped persons confined to wheelchairs. Such curb ramps will be provided at the time of construction of any sidewalks and shall be constructed in accordance with specifications provided by the applicable governmental authority.

Section 10. Traffic Sight Areas. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the street shall be permitted to remain on any corner Lot within the triangular area formed by the two (2) Lot lines abutting the streets and a line connecting them at points twenty five (25) feet from their intersection or within the triangular area formed by the Lot line abutting a street, the edge line of any driveway or alley pavement and a line connecting them at points ten (10) feet from their intersection.

Section 11. Screening Fences. All fences shall be constructed of wood, not to exceed 6 feet in height and will be constructed with the finished side facing outward from each lot to the street. No fence will be allowed to be placed closer to the street than the front corner of the residence constructed on such lot. However, decorative fencing may be used in the front yard of model homes. Such fencing shall be removed immediately upon termination of the home as a model. The erection of chain link fences is prohibited. All fences must comply with regulations and ordinances promulgated by the local jurisdiction.

Section 11.1. Swimming Pool Fences. All swimming pools must be enclosed by a fence at least 60 inches in height with a self closing gate.

Section 12. Exterior Antennas. Without the prior written approval of the ACC, no exterior television antenna, television satellite reception disc or radio antenna of any sort shall be placed, allowed or maintained upon any portion of the improvements and structures to be located in the Subdivision or upon any Lot, other than one conventional television antenna, which antenna must be erected in such a manner so that it is not visible from the street. No permitted antenna shall exceed ten feet in height.

Section 13. Temporary Structures. No structures of a temporary character, including tents, shacks, barns, or other outbuildings shall be placed on any Lot located within the Subdivision except for such temporary buildings utilized by the Declarant or the builder or any residence during the period of construction. Trailers and motor vehicles shall not be used on any Lot at any time as a residence, either temporarily or permanently.

Section 14. Air Conditioners. No window or wall type air conditioners visible from the street shall be permitted, except as may be used temporarily in the sales or construction offices of a builder.

Section 15. Mailboxes and Identifying Numbers. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetic appeal of the community and the decision of the ACC that any such matter is not harmonious shall be final.

Section 16. Private Utility Lines. All electrical, telephone and other utility lines and facilities, which are located on a Lot, and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the ACC.

Section 17. Solar Collectors. No solar collectors shall be installed without the prior written approval of the ACC. Such installation shall be in harmony with the design of the residence. Whenever reasonably possible, solar collectors shall be installed in a location that is not visible from the public street in front of or to the side of any residence.

Section 18. Landscaping, Maintenance of Lawns, Plantings and Trees. Sprinkler systems and landscaping may be installed after completion of each Single Family Residential Dwelling, however, each Single Family Residential Dwelling shall have the front yard completely sodded with Bermuda or buffalo grass that is in good condition after completion. Each Owner shall keep all shrubs, trees, lawns, grass and plantings of every kind on such Owner's Lot cultivated, adequately watered and maintained, pruned and free of trash and other unsightly material. Each Owner shall trim and edge the grass along all driveways and sidewalks as often as may be required to maintain a clean, neat appearance. Each Single Family Dwelling Owner shall be responsible for vegetating and maintaining vegetation on any area of their Lot that can be viewed from the street and any area subject to erosion. The Association and/or the ACC may adopt rules regulating landscaping permitted and required. In the event that any Owner shall fail to install and maintain landscaping in conformance with such rules or shall allow his landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Association upon fifteen (15) days prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be an assessment and shall create a lien enforceable in the same manner as other assessments as set forth in this Declaration. Vacant lots shall be mowed and maintained in clean, neat appearance by the Owner.

Section 19. Lighting. Outdoor lighting shall be installed so as to not direct excessive, bright illumination into adjacent or neighboring residences. Individual lot street lighting, if any, shall consist of a uniform light standard as specified and described by the ACC, on each residential lot, supplied by each Owner and on a photocell or automatic time clock, connected to individual Homeowner meter, such light, as location, style, size, and type, shall be installed at time of construction of each single family residence and shall be subject to the approval of the ACC. No holiday or occasion lighting or decorations shall be installed earlier than thirty (30) days prior to occasion and must be removed no later than twenty (20) days after the event.

Section 20. Recreational Equipment. All playground and/or recreation equipment must be placed in the back yard unless otherwise approved by the ACC in writing before construction begins or such placement of the playground or recreational equipment on the lot in the Subdivision.

ARTICLE X MANAGEMENT AGREEMENTS

Each owner hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association for the management of the Common Area and the facilities located thereon. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that the Association may cancel said management agreement by giving the other party thirty (30) days written notice when so authorized by the vote of a majority of the membership votes in the Association entitled to be cast at a meeting of the members or otherwise. In no event shall such management agreement be canceled prior to the time the Association or its Board of Directors negotiate and enter into a new management agreement which is to become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be for a term not to exceed one (1) year and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type.

ARTICLE XI EASEMENTS

Section 1: General. Declarant shall have the right to grant, convey, dedicate or reserve easements over, on or under any part of the land in the Subdivision for streets and/or for electric light and power, telephone, natural gas, water, sanitary sewer, storm sewer, cable television, and other utility lines and facilities by separate recordable document for a period of ten (10) years after the date this Declaration of Covenants, Conditions and Restrictions is filed of record in the Official Public Records of Real Property of Brazos County, Texas, regardless of whether at such time Declarant has title to the land within the easement(s). Thereafter, the Association shall have the power and authority to grant such an easement upon the vote of a majority of the membership votes entitled to be cast at any meeting of the Members of the Association or otherwise. An easement is also specifically granted to the United States Post office, its

agents and employees to enter upon any portion of the Subdivision in performance of mail delivery or any other United States Post Offices services. An easement is also granted to all police, fire protection, ambulance and similar persons to enter upon any portion of the Subdivision in performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company duly selected by the Association, to enter in or cross over the Common Area and/or any Lot to perform the duties of maintenance and repair as provided for herein. The ensemments provided for in this Article shall in no way affect any other recorded easements covering any portion of the Subdivision.

Section 2. Underground Electric Service. Underground single-phase electric service may be available to all dwellings or structures located in the Subdivision. In such event, the metering equipment shall be located either on the exterior surfaces or walls of dwellings or structures or at points to be designated by the utility company. The utility company shall have a ten-foot wide underground easement along and centered on the underground electrical power service conductor installed and running from the utility company's easement shown on the recorded Plat of the Subdivision to the designated point of service on the dwelling or structure. This easement shall be for the maintenance of its conductors and metering equipment. For so long as such underground service is maintained, the electrical service to each dwelling and structure located in the Subdivision shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current. This ten-foot easement for underground electrical service may be crossed by driveways, walkways and patio areas, provided the Declarant, or builder makes prior arrangements with the utility company furnishing such service. However, this easement shall be kept clear of all buildings. Neither the Declarant nor the utility company using this easement shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or other improvements located on the land covered by such easement. Further, all of the Subdivision shall be subject to such easements, restrictions, covenants and conditions as are required to be imposed against the Subdivision by Declarant in any agreement entered into with any utility company for the delivery of underground electrical service to the Subdivision (the "Utility Easement"). Accordingly, the recordation of any such Utility Agreement in the Official Public Records of Real Property of Brazos County, Texas, shall constitute an amendment to the Declaration that includes in this Declaration and imposes against the Subdivision any all easements, restrictions, covenants and conditions required under said Utility Agreement.

Section 3. Cable Service. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements or rights-of-way reserved and dedicated herein and in the Plat referenced above.

Section 4. Natural Gas/Propane Gas Service. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more Natural Gas/Propane Gas ("Gas Companies") and Declarant shall have the right and power in such agreement or agreements to grant such Gas Company or Companies the uninterrupted right to install and maintain gas pipes and related ancillary equipment and appurtenances within the utility easements or rights-of-way reserved and dedicated herein and in the Plat referenced above.

ARTICLE XII ANNEXATION

Additional residential property and Common Area (outside of the land encompassing the Property) may be annexed into the jurisdiction of the Association upon the favorable majority vote of fifty one percent (51 %) of the membership votes entitled to be cast by each membership class at a meeting of the members or otherwise. Additional residential property or Common Area (outside of the land encompassing the Property) that is a part of and consistent with the General Plan may be annexed by the Declarant without approval by members of the Association. Annexation of additional property to this Subdivision (outside of the land encompassing the Property) shall encumber said property with all of the covenants, conditions, restrictions, reservations, liens and charges set forth in this Declaration of Covenants, Conditions and Restrictions and shall become a part of the Subdivision effective on the date an instrument signed and acknowledged by the owner of said annexed property and the appropriate annexing authority (either Declarant or the Association), is filed for record in Brazos County, Texas, evidencing the annexation. Each such instrument evidencing the annexation of additional property shall describe the portion of the property comprising the Lots and Common Area. The funds resulting from any assessment, whether annual or special, levied against any

property hereinafter annexed to the Subdivision may be combined with the funds collected from the Owners of Lots in the Subdivision and may be used for the benefit of all property and all Owners in the manner hereinabove provided.

ARTICLE XIII GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by reason of the provisions contained in this Declaration of Covenants, Conditions and Restrictions. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association may also impose reasonable fines for violation of the provisions contained in this Declaration of Covenants, Conditions and Restriction.

Section 2. Duration and Amendment. The covenants, conditions, restrictions, reservations, liens and charges set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, successors and assigns for a term of ninety nine (99) years from the date this Declaration of Covenants, Conditions and Restrictions is filed with the County Clerk of Brazos County, Texas, for recordation in the Official Public Records of Real Property of Brazos County, Texas, after which time said covenants, conditions, restrictions, reservations, liens and charges shall be automatically extended and renewed for successive periods of ten (10) years each, unless prior to said renewal date an instrument signed and acknowledged by the then Owners of not less than two-thirds (2/3) of the total number of Lots in the Subdivision is filed for record with the County Clerk of Brazos County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part as of said renewal date. Notwithstanding anything to the contrary herein contained, it is expressly understood and agreed that the Owners of two-thirds (2/3) of the total number of Lots in the Subdivision shall always have the power and authority to amend this Declaration and such amendment shall become effective on the date an instrument, signed and acknowledged by the then Owners of not less than two-thirds (2/3) of the total number of Lots in the Subdivision is filed for record in Brazos County, Texas, so amending said Declaration of Covenants, Conditions and Restrictions. In addition, Declarant shall have the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration of Covenants, Conditions and Restrictions by any instrument in writing duly signed, acknowledged and filed for record in the Official Public Records of Real Property of Brazos County, Texas, for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, or for the purpose of complying with any statute, regulation, ordinance, resolution or order of the Federal Housing Administration, the Veterans Administration, or any federal, state, county, or municipal governing body, or any agency or department thereof, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration of Covenants, Conditions and Restrictions and any Supplemental Declarations taken collectively, and shall not impair or affect the vested property rights of any Owner or his mortgagee.

Section 3. Canvassing. Where this Declaration of Covenants, Conditions and Restrictions requires that an instrument be executed by a certain percentage or number of the Members or Owners, such instrument may be circulated among the Members or Owners by a door-to-door canvass and need not be presented at any meeting of the members or otherwise, provided the Board of Directors of the Association is notified in writing by certified mail, return receipt requested, of the fact that an action is contemplated by a canvassing of the Members or the Owners.

Section 4. Severability. If any provision of this Declaration of Covenants, Conditions and Restrictions or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, neither the remainder of this Declaration of Covenants, Conditions and Restrictions nor the application of such provision to other persons or circumstances shall be affected thereby, but shall be enforced to the fullest extent permitted by law.

Section 5. Gender and Number. Whenever used, the singular number shall include the plural, the plural singular, and the use of any gender shall be applicable to all genders.

Section 6. Headings. The paragraph entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing the text of such paragraphs.

IN WITNESS WHEREOF, this Declaration is executed on this the 11th day of MAY, 2006.

Main Street Homes-CS, Ltd., a Texas limited partnership
By: MSH-CS, Inc., a Texas corporation, its General Partner

By: [Signature]
Richard R. Jenkins, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 11th day of May, 2006 by Richard R. Jenkins, Vice President of MSH-CS, Inc., a Texas corporation, in its capacity as General Partner of Main Street Homes-CS, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

[Signature]
Notary Public in and for the State of Texas

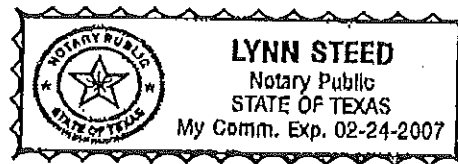


EXHIBIT "A"

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**METES AND BOUNDS DESCRIPTION
OF A
74.86 ACRE TRACT
SAMUEL DAVIDSON LEAGUE, A-13
BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE SAMUEL DAVIDSON LEAGUE, ABSTRACT NO. 13, BRAZOS COUNTY, TEXAS. SAID TRACT BEING ALL OF A CALLED 37.40 ACRE TRACT DESCRIBED AS TRACT ONE AND ALL OF A CALLED 37.50 ACRE TRACT DESCRIBED AS TRACT TWO BY A DEED TO WELLBORN RESOURCES, LLC, RECORDED IN VOLUME 2613, PAGE 212 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF KOPPE BRIDGE ROAD (A COUNTY MAINTAINED PUBLIC ROAD) MARKING THE NORTH CORNER OF SAID 37.50 ACRE TRACT AND THE WEST CORNER OF A CALLED 5.03 ACRE TRACT AS DESCRIBED BY A DEED TO ALVIN C. VALIGURA AND WIFE, DOROTHY A. VALIGURA, RECORDED IN VOLUME 359, PAGE 529 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 47° 07' 05" E ALONG THE COMMON LINE OF SAID 37.50 ACRE TRACT AND SAID 5.03 ACRE TRACT FOR A DISTANCE OF 547.15 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 5.03 ACRE TRACT AND THE MOST WESTERLY CORNER OF A CALLED 13.24 ACRE TRACT AS DESCRIBED BY A DEED TO HELMUT SAUER AND WIFE, LORALBE SAUER, RECORDED IN VOLUME 795, PAGE 728 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 47° 16' 44" E ALONG THE COMMON LINE OF SAID 37.50 ACRE TRACT AND SAID 13.24 ACRE TRACT FOR A DISTANCE OF 994.07 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 13.24 ACRE TRACT AND THE WEST CORNER OF LOT 1, ROBIN HUDSON SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 3276, PAGE 83 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 47° 18' 43" E ALONG THE COMMON LINE OF SAID 37.50 ACRE TRACT AND SAID LOT 1 FOR A DISTANCE OF 415.02 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID LOT 1 AND THE WEST CORNER OF A CALLED 2.92 ACRE TRACT AS DESCRIBED BY A DEED TO DARREN G. MENN AND WIFE, MARY C. MENN, RECORDED IN VOLUME 5173, PAGE 239 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 47° 24' 40" E ALONG THE COMMON LINE OF SAID 37.50 ACRE TRACT AND SAID 2.92 ACRE TRACT FOR A DISTANCE OF 177.56 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE WEST CORNER OF A CALLED 4.895 ACRE TRACT AS DESCRIBED BY A DEED TO BARBARA LAYMAN WILLIAMS RECORDED IN VOLUME 5206, PAGE 196 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 47° 16' 56" E ALONG THE COMMON LINE OF SAID 37.50 ACRE TRACT AND SAID 4.895 ACRE TRACT FOR A DISTANCE OF 466.24 FEET TO A 5/8 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF A CALLED 2.56 ACRE TRACT AS DESCRIBED BY A DEED TO JAMES L. McCLESKEY AND JOAN M. McCLESKEY RECORDED IN VOLUME 1607, PAGE 178 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, SAID IRON ROD FOUND MARKING THE EAST CORNER OF SAID 37.50 ACRE TRACT;

THENCE: S 42° 29' 42" W ALONG THE COMMON LINE OF SAID 37.50 ACRE TRACT AND SAID 2.56 ACRE TRACT FOR A DISTANCE OF 129.13 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF A CALLED 2.136 ACRE TRACT AS DESCRIBED BY A DEED TO RICHARD MILLER AND WIFE, KAREN MILLER, RECORDED IN VOLUME 5585, PAGE 72 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 42° 44' 25" W ALONG THE COMMON LINE OF SAID 37.50 ACRE TRACT AND SAID 2.136 ACRE TRACT FOR A DISTANCE OF 234.59 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF A CALLED 5.500 ACRE TRACT AS DESCRIBED BY A DEED TO LARRY G. YOUNG RECORDED IN VOLUME 3217, PAGE 40 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 42° 39' 13" W ALONG THE COMMON LINE OF SAID 37.50 ACRE TRACT AND SAID 5.500 ACRE TRACT FOR A DISTANCE OF 264.43 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 37.50 ACRE TRACT AND THE EAST CORNER OF SAID 37.40 ACRE TRACT;

THENCE: S 42° 37' 21" W ALONG THE COMMON LINE OF SAID 37.40 ACRE TRACT AND SAID 5.500 ACRE TRACT FOR A DISTANCE OF 640.44 FEET TO A 5/8 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF A CALLED 210.79 ACRE TRACT AS DESCRIBED BY A DEED TO JERRY CALDWELL RECORDED IN VOLUME 1214, PAGE 671 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, SAID IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 37.40 ACRE TRACT AND THE WEST CORNER OF A CALLED 5.500 ACRE TRACT AS DESCRIBED BY A DEED TO RICKY L. YOUNG RECORDED IN VOLUME 3217, PAGE 36 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 47° 12' 13" W ALONG THE COMMON LINE OF SAID 37.40 ACRE TRACT AND SAID 210.79 ACRE TRACT FOR A DISTANCE OF 2451.52 FEET TO A 1/4 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF A CALLED 0.77 ACRE TRACT AS DESCRIBED BY A DEED TO JOHN P. GORNEY RECORDED IN VOLUME 464, PAGE 401 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 48° 38' 53" E ALONG THE COMMON LINE OF SAID 37.40 ACRE TRACT AND SAID 0.77 ACRE TRACT FOR A DISTANCE OF 193.10 FEET TO A 1/4 INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID 0.77 ACRE TRACT;

THENCE: N 38° 52' 01" W CONTINUING ALONG THE COMMON LINE OF SAID 37.40 ACRE TRACT AND SAID 0.77 ACRE TRACT FOR A DISTANCE OF 171.75 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF KOPPE BRIDGE ROAD MARKING THE NORTH CORNER OF SAID 0.77 ACRE TRACT AND THE MOST NORTHERLY WEST CORNER OF SAID 37.40 ACRE TRACT;

THENCE: N 42° 42' 15" E ALONG THE SOUTHEAST LINE OF KOPPE BRIDGE ROAD FOR A DISTANCE OF 420.69 FEET TO A 1/4 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF SAID 37.40 ACRE TRACT AND THE WEST CORNER OF SAID 37.50 ACRE TRACT;

THENCE: N 42° 41' 42" E CONTINUING ALONG THE SOUTHEAST LINE OF KOPPE BRIDGE ROAD FOR A DISTANCE OF 628.34 FEET TO THE POINT OF BEGINNING CONTAINING 74.86 ACRES OF LAND AS SURVEYED ON THE GROUND SEPTEMBER, 2004. SEE PLAT PREPARED SEPTEMBER, 2004, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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