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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RUDDER POINTE

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF RUDDER POINTE (the "Declaration"), is made effective as of the 14 day of June, 2019, by BORD, LLC, a Texas limited liability company, (hereinafter sometimes referred to as "Declarant");

WHEREAS the Declarant is owner of that certain tract or parcel of real property lying and being situated in the City of Bryan, Brazos County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference;

WHEREAS the Declarant desires to convey the Property (as defined below) subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

WHEREAS the Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that it is hereby declared (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, liens, and charges, which are for the purpose of preserving the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof; and (ii) that each contract or deed that may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract, or deed.

ARTICLE 1
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the following meanings hereinafter specified:

1.01 Accessory Building. "Accessory Building" shall mean a structure other than the main dwelling and includes detached garages, storage buildings, greenhouses, gazebos, tool sheds and pool houses.

1.02 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements on the Property.

1.03 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same may be amended from time to time.

1.04 Assessment. "Assessment" or "Assessments" shall mean any amount due to the Association by an Owner or levied against an Owner by the Association under this Declaration.

1.05 Association. "Association" shall mean a non-profit corporation created by Declarant, which shall have the authorities and responsibilities described in this Declaration.

1.06 Board. "Board" shall mean the Board of Directors of the Association. Board members may, but need not, be Members of the Association.

1.07 Bylaws. "Bylaws" shall mean the Bylaws of the Association as adopted by the Board, and from time to time amended.

1.08 Certificate. "Certificate" shall mean the Certificate of Incorporation of the Association.

1.09 Common Areas. "Common Areas" shall mean any land conveyed, leased, dedicated or assigned by Declarant, or a third party with the Association's consent, to the Association for maintenance and operation, including, but not limited to, the Park, Detention Pond and easements, roads, entryways, roadways, rights-of-ways, parkways, median strips, sidewalks, drainage areas, parks, trails, paths, ponds, creeks, and lakes within the Property.

1.10 Declarant. "Declarant" shall mean BORD, LLC, its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of BORD, LLC, as Declarant, must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignments of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.11 Detention Pond. "Detention Pond" shall mean the Detention Pond described in the Drainage Easement.

1.12 Development Period. "Development Period" shall mean a period during which Declarant reserves the right to facilitate the development, construction and marketing of the Rudder Pointe Subdivision and reserves the right to direct the size, shape and composition of the Rudder Pointe Subdivision as provided herein. The Development Period commences on the date of the recording of the Declaration in the Official Records of Brazos County, Texas and continues thereafter until and ending on the earlier to occur of: (i) one hundred twenty (120) days after the date seventy-five percent (75%) of the Lots that may be created on the Property are conveyed to Owners other than Declarant, or (ii) the date determined by Declarant to be the end of the Development Period.

1.13 Declaration. "Declaration" shall mean this instrument as it may be amended and supplemented from time to time.

1.14 Drainage Easement. "Drainage Easement" shall mean the Easement Agreement for Drainage and Detention recorded in Volume 14807, Page 217, Official Records, Brazos County, Texas, as amended.

1.15 Family. "Family" shall mean the Owner or Owners of record of a Lot and persons related to such Owner or Owners of record within the second degree of relationship, plus no more than one other person.

1.16 Fine. "Fine" shall mean the amount the Association may levy and collect for violations of this Declaration.

1.17 Governing Documents. "Governing Documents" shall mean this Declaration and the Certificate and Bylaws, rules of the Association, standards of the Architectural Committee, as amended.

1.18 Improvement "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, pole signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, walls, tanks, reservoirs, pipes, lines, meters, antennae, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.19 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land zoned for single-family residential land use within the Property shown as a subdivided lot on a recorded plat of the Property, together with all Improvements located thereon. Developer anticipates a minimum of 400 lots in the Subdivision.

1.20 Member. "Member" or "Members" shall mean any person(s), entity, or entities holding membership rights to the Association.

1.21 Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

1.22 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

1.23 Ordinance. "Ordinance" means City of Bryan Ordinance No. 2265, as amended.

1.24 Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities, including Declarant, holding a fee simple interest in any Lot on the Property, but shall not include a Mortgagee.

1.25 Park. "Park" shall mean the Park Land described in the Drainage Easement.

1.26 Person. "Person" or "Persons" shall mean an individual or individuals, entity or entities having the legal right to hold title to real property.

1.27 Phase. "Phase" shall mean a portion of the Property which is separately identified and platted into lots and/or blocks and said plat is filed in the Official Public Records of Brazos County, Texas.

1.28 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site

plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

1.29 Plat. "Plat" shall mean the plats of all or portions of the Property recorded and to be recorded in the Official Public Records of Brazos County, Texas.

1.30 Property. "Property" shall mean the real property in Brazos County, Texas described in Exhibit "A", which is attached hereto and incorporated by reference into this Declaration.

1.31 Resident. "Resident" shall mean and refer to: (a) each Owner of the fee simple title to any Lot within the Property; and (b) each individual domiciled in a dwelling unit on a Lot in accordance with the law and as permitted by this Declaration, other than Owner.

1.32 Rules. "Rules" shall mean the rules and regulations adopted by the Board of the Association as the same may be amended from time to time.

1.33 Subdivision. "Subdivision" shall mean the Rudder Pointe Subdivision developed on the Property pursuant to the Plat(s).

ARTICLE 2
DEVELOPMENT OF THE PROPERTY

2.01 Development or Sale by Declarant. Declarant may divide or subdivide the Property into several areas, develop some of the Property, and, at Declarant's option, sell any portion of the Property free of the restrictions set forth in this Declaration.

2.02 Addition of Land. Declarant may, at any time and from time to time, add any other lands to the Property, and upon such addition, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall apply to the added land, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as they are with respect to the lands originally covered by the Declaration. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Official Public Records of Brazos County, Texas, a Notice of Addition of Land containing the following provisions:

(1) A reference to this Declaration, which reference shall state the book and page numbers of the Official Public Records of Brazos County wherein this Declaration is recorded;

(2) A statement that the provisions of this Declaration shall apply to the added land; and

(3) A legal description of the added land.

2.03 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw areas from the Property, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall no longer apply to those lands withdrawn. In order to withdraw lands from the Property hereunder,

Declarant shall be required only to record in the Official Public Records of Brazos County, Texas, a Notice of Withdrawal of Land containing the following provisions:

(1) A reference to this Declaration, which reference shall state the book and page numbers of the Official Public Records of Brazos County wherein this Declaration is recorded;

(2) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and

(3) A legal description of the withdrawn land.

2.04 Development of Phases. Declarant will develop the Property progressively in Phases and may record an amended and restated Declaration or a supplement to this Declaration to provide for certain provisions governing such Phase. In the event of a conflict between the provisions of this Declaration and a supplement to this Declaration for a Phase, the provisions in the supplement for such Phase will control.

ARTICLE 3
GENERAL RESTRICTIONS ON LOTS

All of the Lots shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

3.01 Construction of Improvements. No Improvements shall hereafter be constructed upon any Lot without the prior approval of the Architectural Committee as required by Article 6 of this Declaration.

3.02 Antennas.

(A) Antennas may be installed and maintained in an Approved Location unless installation in the Approved Location results in Unreasonable Delay, Unreasonable Cost Increase or Signal Impairment. If installation in an Approved Location results in Unreasonable Delay, Unreasonable Cost Increase or Signal Impairment, the Antenna may be installed and maintained elsewhere on the Lot and the Architectural Committee may require painting or screening that does not result in Unreasonable Delay, Unreasonable Cost Increase or Signal Impairment.

(B) Within five (5) days after installation of an Antenna, Owner shall notify the Association in writing that an Antenna has been installed. If Owner has not installed the Antenna in an Approved Location and the Association can demonstrate that no Unreasonable Delay, Unreasonable Cost Increase or Signal Impairment would have resulted from installation of the Antenna in an Approved Location, the Association may require the Owner, at Owner's cost, to move the Antenna to an Approved Location. If the Antenna could have been located in Approved Location without Unreasonable Delay or Signal Impairment but with Unreasonable Cost Increase, the Association may, at its expense, using an installer selected by the Association and after reasonable notice to Owner, move the Antenna to an Approved Location.

(C) For purposes of this Section 3.02, the following are defined terms:

"Antenna" means any exterior antenna, aerials, satellite dishes or other apparatus (a) of one meter or less in diameter that is used to receive direct broadcast satellite service or to receive or transmit fixed wireless signals via satellite; (b) of one meter or less in diameter that is used to receive video programming services via multipoint distribution services or to receive or transmit fixed wireless signals via other than satellite; or (c) that is used to receive television broadcast signals.

"Approved Location" means that portion of a Lot which is not visible from any street, Common Area or other Lot and preferably: (a) in the rear or side yard of the Lot; (b) mounted on a pole, the dwelling unit or other structure below the fence line or otherwise screened by a fence; and (c) if on the of the dwelling unit, located on the roof over the rear 1/3 of the dwelling unit. See (B) above for other criteria requiring location in an Approved Location.

"Signal Impairment" means that the ability of an Antenna to receive or transmit acceptable quality signals from an Approved Location is precluded.

"Unreasonable Cost Increase" means the costs of installation, maintenance or use of an Antenna are unreasonably increased in light of the costs of the antenna and related equipment.

"Unreasonable Delay" means the installation, maintenance and use of the apparatus in the Approved Location is unreasonably delayed, such as by a preapproval or permit requirement.

(D) This Section 3.02 is to be interpreted as restrictive as possible while not violating the Telecommunications Act of 1996, as amended from time to time, Federal Commercial Commission (FCC) regulations, or similar statutes and regulations. The Board of Directors of the Association may promulgate guidelines which further define, address or restrict the placement of Antenna and servicing of same, provided, however, such guidelines must comply with the Telecommunications Act of 1996 and FCC regulations.

3.03 Insurance Rates. Nothing shall be done or kept on a Lot that would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located thereon without the prior written approval of the Board.

3.04 Subdividing. No Lot shall be further divided or subdivided, nor may any easement or other interest therein less than the whole be conveyed by the owner thereof without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the owner thereof, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee.

3.05 Signs; Flags. No sign or flag of any kind may be erected or maintained on any Lot without the consent in writing of the Architectural Committee except the following permitted signs/flags;

(1) signs advertising the Lot for sale;
(2) not more than two (2) political signs erected no more than ninety (90) days prior to election and to be removed no later than ten (10) days after an election;
(3) church or school spirit signs or flags;
(4) security signs;
(5) one (1) American flag displayed in accordance with federal law;
(6) one (1) Texas flag displayed in accordance with State of Texas law; and
(7) U.S. armed forces branch flags.

The flag pole attached to a dwelling unit or a free-standing flag pole must be constructed with permanent, long-lasting materials with a finish that is harmonious to the dwelling unit located on the Lot. All flags and flag poles must be maintained in good condition and any deteriorated flag or flag pole must be repaired, replaced or removed.

No permitted sign shall exceed five (5) square feet (or such larger size specifically allowed by law) without the prior written approval of the Association. Declarant or the Architectural Committee shall have the right but not the obligation to enter and remove any unapproved sign, flag, advertisement, billboard or structure which is placed on any Lot without the Declarant's or the Architectural Committee's consent, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other sort in connection therewith, or arising from such removal. The Board of the Association may issue additional guidelines regarding the size, location, mounting and duration of display of signs within the Subdivision.

3.06 Rubbish and Debris. No rubbish or debris of any kind shall be allowed or permitted to accumulate upon a Lot and no odors shall be permitted to arise therefrom so as to render the Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view so that they are not visible from any street, Common Area, or Lot. Trash containers must be promptly returned to their enclosed structures or screening following trash pick up and in no event shall a trash container remain visible from any street, Common Area, or other Lot overnight. If rubbish or debris accumulates upon any Lot in violation of this provision in the judgment of the Association, the Association may remove the rubbish or debris, and charge a special assessment to the Owner of the Lot for the costs of removal.

3.07 Noise. No noise or other nuisance shall be permitted to exist or operate upon a Lot so as to be offensive or detrimental to any other Lot or to its occupants.

3.08 Lighting. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property, except for reasonable security or landscape lighting that has the approval of the Architectural Committee.

3.09 Nuisance and Lateral Support. No noxious or offensive activity or work shall be conducted upon any Lot so as to impair the structural soundness or integrity of any Improvement on any other Lot, or which may be or may become an annoyance or nuisance to the neighborhood.

3.10 Repair of Improvements. All Improvements upon a Lot, shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner or Owners thereof.

3.11 Alteration or Removal of Improvements. Exclusive of normal maintenance, any construction or removal in connection with any Improvement on a Lot, which in any way alters the exterior appearance of said Improvement shall be performed only with the prior written approval of the Architectural Committee.

3.12 Roofing Materials. The surface of all roofs of principal and secondary structures on a Lot shall be metal, shingle, wood shakes, tile, or dimension architectural quality composition shingle. "Three tab" composition shingles shall be allowed. The Architectural Committee shall have authority to approve other roof treatments and materials when in its determination such treatment and materials in the form utilized will not be a detriment to the quality of the neighborhood. The roof on an Improvement will be replaced using the same material and color unless otherwise approved by the Architectural Committee.

Nothing in this Section 3.12 shall prohibit shingles that are designed primarily to be wind and hail resistant, provide heating and cooling efficiencies greater than those provided by composite shingles or provide solar generation capabilities; provided, such shingles shall resemble shingles authorized for use in the Subdivision, shall be more durable and of equal or superior quality to shingles authorized for use in the Subdivision, and shall match the aesthetics of those Lots surrounding the Lot.

3.13 Solar Equipment. During the Development Period, in the event an Owner desires to use solar panels or other solar equipment in connection with the use of any Lot, the location and installation design thereof shall be submitted to the Architectural Committee and approval of such design, including the aesthetics thereof, shall be required before construction may begin.

After the Development Period, solar panels or solar equipment must be installed with the prior approval of the Association on the roof of an improvement allowed under this Declaration or in a fenced yard. If mounted on the dwelling located on a Lot, the solar panel or solar equipment: (a) may not extend higher than or beyond the roofline; (b) must conform to the slope of the roof and have a top edge parallel to the roofline; (c) must have frames, support brackets or wiring that is silver, bronze or black tone available in the marketplace; and (d) may not be installed in a way that voids material warranties. If mounted in a yard, the solar panel or solar equipment may not be higher than the fence line and may not be installed in a way that voids material warranties.

3.14 Driveway. All driveways shall be constructed of concrete. The Architectural Committee shall have the right: (a) to prescribe a particular design for the driveway apron on a Lot, and (b) to impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads, streets or private driveways within the Property.

3.15 Tanks. The Architectural Committee shall have the right to approve the location of any tank used or proposed in connection with a single family residential structure, including tanks for storage of fuel, water, oil or LPG and including swimming pool filter tanks. (No

elevated tanks of any kind shall be erected, placed or permitted on any Lot). All tanks shall be screened so as not to be visible from any other portion of the Property.

3.16 Underground Utility Lines. Except for the overhead utility lines running along the right of way of Old Reliance Road on the southeast boundary line of the Property ("Overhead Power Line"), no utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on Improvements as approved in writing by the Architectural Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of Improvements which have been previously approved in writing by the Architectural Committee. All lines servicing Lots from the Overhead Power Lines shall be underground. The installation method, including but not limited to location, type of installation equipment, trenching method and other aspects of installation for both temporary and permanent utilities, shall be subject to review and approval by the Architectural Committee.

3.17 Drainage. There shall be no interference with the established drainage patterns over a Lot, except by Declarant, unless adequate provision is made for proper drainage and approved by the Architectural Committee.

3.18 Hazardous Activities. No activities shall be conducted on a Lot and no Improvements shall be constructed on a Lot that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, and no open fires shall be lighted or permitted on a Lot except in contained barbeque units while attended and in use for cooking purposes, or within safe and well-designed (i) interior fireplaces, (ii) exterior fireplaces, or (iii) outdoor chimneys (or chimineas).

3.19 Mining and Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No well, pump, shaft, casing or other facilities for the removal of subsurface water shall be placed or maintained on any Lot, and no boring, drilling, removal or exploration for subsurface water or the injection of water or waste water shall be conducted on any Lot.

3.20 Machinery and Equipment. Without the approval of the Association or Declarant, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Common Area except such machinery or equipment as is usual and customary in Brazos County, Texas, in connection with the use, maintenance, or construction of a private residence or appurtenant structures or recreational facilities maintained by the Association; provided, however, such machinery or equipment may be placed, operated or maintained by any governmental or quasi-governmental agency, or by any public utility, in the performance of its legitimate functions. All heating and air conditioning equipment must be located at the rear of the dwelling outside of the side lot setback or at the side of a dwelling not enclosed in the rear yard fence. No heating and

air conditioning equipment will be located on the side of a dwelling within the rear yard fence.

3.21 Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon a Lot without the prior written approval of the Architectural Committee; provided, however, that the Declarant may maintain or authorize temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen on a Lot during any period of actual construction, which authorization, if given, shall include the nature, size, duration and location of such structure or structures.

3.22 Unsightly Articles; Vehicles; Garage Doors. No trailer, recreational vehicle, tent, boat, or stripped down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the driveway or front yard, in front of the building line of the permanent structure, and same shall be kept, parked, stored or maintained on other portions of a Lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots or streets. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. The Association may establish rules and regulations regarding the definition of "reasonable time periods."

3.23 Mobile Homes, Travel Trailers, Recreational Vehicles. No mobile homes shall be parked or placed at any time on any Lot. No travel trailers or recreational vehicles may be kept on any Lot unless enclosed in a garage or parked so as not to be visible from adjoining property or public or private thoroughfares; provided, however, if a travel trailer or recreational vehicle is not enclosed in a garage, the Architectural Committee must approve the location of its storage site. These restrictions regarding travel trailers and recreational vehicles shall not apply to guests staying at any Lot for less than forty-eight (48) hours.

3.24 Fences.

(A) No fence, wall, or hedge shall be built or maintained forward of the front wall line of the main dwelling unless approved by, the Architectural Committee, which approval may be granted or denied in its sole and absolute discretion.

(B) No chain-link or barbed-wire fences may be built or maintained on any Lot.

(C) Unless otherwise approved by the Architectural Committee or as provided below, any fence built or maintained on any Lot shall be constructed only of solid wood, masonry or wrought iron or aluminum panels (dark brown or black), with the finished (smooth) side facing the streets, Common Areas, and/or adjoining properties which are not part of the Subdivision. Metal fences must be accompanied by vegetative screening of a sufficient density to provide 100 percent opacity to a height of four (4) feet.

(D) Declarant, in its sole and absolute discretion, may erect fencing on the boundary between any Lot and a Common Area, and the Owner of the Lot shall be responsible for maintenance and repair of the fence once erected using the same materials and workmanship used in the original installation.

3.25 Animals – Household Pets. No animals, including pigs, hogs, swine, poultry, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept or maintained on Lot. No domestic household pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets shall be allowed on the Property other than on the Lot of its Owner, except when confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operations shall be allowed. No domestic household pet shall be allowed to run at large and all of such pets shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be constructed in accordance with Plans and Specifications approved by the Architectural Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property. No more than two (2) adult dogs and two (2) adult cats may be kept on a single Lot. All domestic household pets shall be kept in strict accordance with all local laws and ordinances.

3.26 Maintenance of Lawns and Plantings. Each Resident shall keep all shrubs, trees, grass and plantings of every kind on such Resident's Lot cultivated, pruned, and free of trash and other unsightly material. Trees, shrubs, vines and plants that die shall be promptly removed. Declarant, the Association and the Architectural Committee shall have the right at any reasonable time after giving not less than ten days' notice to Owner to cure any violation of this provision, to enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon and to charge the cost thereof to the Owner of the Lot as provided in Section 7.06(D) below.

3.27 Landscape Design, Landscaping Structures. All landscaping shall be designed in a manner acceptable to the Architectural Committee and so as to protect and promote, as far as practicable, the natural local landscape environment through use of native materials, natural drainage, indigenous plant selection, non-native plant selections that perform well in this region, and site design. All landscaping designs shall install live, growing sod covering the front and side, yards within thirty (30) days of occupancy of any newly constructed residence on a Lot. Resident shall maintain such sod in a healthy and growing condition. All front and side yards between the street and the front of rear yard fences must be irrigated with automatic sprinkler systems. No unenclosed landscaping structure, such as a pergola or trellis, may be constructed within the setback lines on the Lot or within any easements on the Lot. Owners should not remove more trees than are necessary for the construction of the Improvements on the Lot. Owners are encouraged to protect and fence off any and all trees and natural areas to remain on the Lot to prevent construction damage or to minimize soil compaction due to construction, which could affect tree growth and survival of any and all trees and natural areas to remain on the Lot.

3.28 Construction and Sales Activities.

(A) Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property, or the sale of any Lot thereafter. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this

Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence the Improvements, and then the material shall be placed within the property lines of the Lot upon which the Improvements are to be erected and shall not be placed on the street or on any other part of the Property. In the event of any dispute regarding such matters, the Architectural Committee may grant a temporary waiver of the applicable provision, for a period of time to be determined by the Architectural Committee in its sole and absolute discretion. At such time as the Declarant ceases using any Lot as a model home or sales office, the Lot shall be altered and/or remodeled, if necessary or desirable, to comply with the covenants and restrictions contained herein.

(B) Site clearing or construction on any Lot within the Subdivision is not permitted without first obtaining Architectural Committee approval. Site clearing material must be transported in a covered truck. No burning of brush, trees, or trash is allowed in the Subdivision. Trash fires are not allowed in the Subdivision.

(C) Each construction site on a Lot must have a suitable trash receptacle. Building sites must be cleared of litter each day and stored in the trash receptacle for removal when full. Trash receptacles must remain covered at all times in order to prevent the trash from scattering in case of wind. The dumping of construction trash is not permitted within the Subdivision.

(D) Each construction site on a Lot must be furnished with at least one (1) portable toilet prior to any on-site construction. These toilets will be placed in an inconspicuous location, with the door facing away from any view from the adjacent street or residence. Clean and sanitary conditions are required for all toilets.

3.29 Mailboxes. No Lot shall have an individual mailbox located on the Lot. Declarant will provide mailbox kiosks useable by multiple Lots in lieu of mailboxes on individual Lots.

3.30 Sight Lines. No fence, wall, hedge, or shrub planting which obstructs sight lines from streets on the Property shall be placed or permitted to remain on any corner Lot within the area defined by a line drawn between two points located forty (40') feet from the point of intersection of the street right-of-way property lines immediately adjacent to the Lot, as reasonably located by the Architectural Committee. Measurements shall be by chord, and not arc. No tree shall be permitted to remain within such areas, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

3.31 Garage Conversions. No garage or any portion thereof, may be constructed into enclosed living space unless an alternative garage of at least equal size is constructed and the Architectural Committee first approves the Plans and Specifications for conversion and construction in writing.

3.32 Common Areas. The Association may establish Rules for the use or prohibitions against use from time to time of the Common Areas, including, without limitation, parks within the Property.

3.33 Pools. Pools may be constructed within the setback lines in the rear of the dwelling and shall not adversely impact sight lines on adjacent Lots.

3.34 Sporting Equipment. No basketball goals, backboards or any similar sports equipment of a temporary or permanent nature shall be placed within thirty (30) feet of the front property line of any Lot without the prior consent of the Architectural Committee.

3.35 Rain Barrels. Any rain barrel or rainwater harvesting system on a Lot: (a) may not be located between the front of the residence located on the Lot and the adjacent street; (b) must be of a color consistent with the color scheme of the residence located on the Lot; and (b) may not be located in an area visible from a street or another Lot unless there is not reasonably sufficient area elsewhere on the Lot to install the devise or this restriction prohibits the economic installation of the device on the Lot.

3.36 On-Street Parking. No Owner or Resident will or will allow any guest or invitee to park a vehicle on the streets of the Subdivision overnight or for a period of more than twelve (12) consecutive hours.

3.37 Setback Requirements. No building shall be located or erected nearer to any Lot line than the building line shown on the recorded plat of the Property subdivision section which includes such Lot.

3.38 Compliance with Declaration. Each Owner shall comply strictly with the provisions of the Declaration as the same may be amended from time to time. Failure to comply with any provision of the Declaration shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by any aggravated Owner. Declarant, for itself, its successor or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided Lots controlled by these covenants within the Property. The reservation of this right of enforcement shall not create an obligation of any kind to enforce the same.

3.39 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article 3 or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance upon one or more such restrictive covenants, terms or provisions shall assume all the risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold the Declarant harmless therefrom.

3.40 Front of Dwelling. Each dwelling will display a metal address plate in form approved by the Architectural Committee. All windows on the front of the dwelling will have interior blinds with slats of 2 inches or greater. No foil, cardboard, plastic or other material not expressly made for or commonly used by the general public for window coverings in a residential subdivision of the same caliber as the Subdivision may be installed in the front windows of the dwelling.

ARTICLE 4
RESIDENTIAL RESTRICTIONS ON LOTS

4.01 Residential Use. All Lots shall be improved and used solely for residential purposes inclusive of a garage, fencing, and other such improvements as are necessary or customarily incident to residential use. No Owner shall occupy or use his Lot or any Improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose, including religious, other than as a private residence. Subject to Section 4.05 below, all Lots shall be used and improved for single-family residential purposes, with no more than one (1) residential dwelling unit per Lot. Anything herein to the contrary notwithstanding, any Lot may be used or improved for a greenbelt, open space and/or drain field purposes. No Improvement may be constructed upon any Lot that would unreasonably obstruct the view from any other Lot, and the positioning of all Improvements upon Lots within the Property is hereby expressly made subject to Architectural Committee review. The Architectural Committee may, but shall not be required to, prevent or allow the construction of a proposed Improvement based upon the effect it will have upon the view from any particular Lot. The Architectural Committee may consider the effect the Improvement will have on the Property as a whole, it being expressly understood that neither the Architectural Committee nor the members thereof shall be liable to any Owner in monetary damages or otherwise due to the construction of any Improvement within the Property or the creating thereby of an obstruction to the view from such Owner's Lot or Lots.

4.02 Unrelated Occupants. All residents of the Improvements on a Lot except one (1) shall be related by blood, marriage or adoption within the second degree of relationship.

4.03 Home Offices. Notwithstanding anything contained in Section 4.01 to the contrary, an Owner may maintain a home office on its Lot, provided:

(A) the existence or operation of the business activity conducted from such office is not apparent or detectable by sight, sound or smell from outside the Lot;

(B) the conduct of business from such home office does not involve the regular visitation of the Lot by clients, customers, suppliers and other business invitees;

(C) there is no designated parking area on the Lot to accommodate clients; and

(D) the Owner complies with all other regulations issued from time to time by the Association concerning home offices.

4.04 Garages; No Carports. No Lot shall have Improvements erected which do not provide for a minimum of a two-vehicle garage. No carports may be maintained on any Lot without Architectural Committee approval.

4.05 Accessory Buildings. No more than one (1) Accessory Building may be constructed on a Lot unless otherwise approved in writing by the Architectural Committee. Every Accessory Building shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. The design, size and location of Accessory Buildings are subject to the prior written approval by the Architectural Committee. No Accessory Building may be a metal building. The roofing material of an Accessory Building must be of the same material used on the main dwelling, and the

exterior finish and materials must compliment the main dwelling. An Accessory Building may not exceed eight (8) feet in height or have total floor area in excess of 80 square feet without the approval of the Architectural Committee.

4.06 Building Height. No Improvement will exceed the maximum structure height set forth in a supplemental declaration for the applicable Phase, if any, without the prior written approval of the Architectural Committee. For purposes of this paragraph, height shall be measured from the foundation slab of the proposed Improvement to the ridgeline of the roof of the proposed Improvement.

4.07 Building Materials; Dwelling Size; Roof. All single family dwellings shall be of recognized standard construction quality, and all exteriors (exclusive of doors, windows and similar openings) shall be constructed as set out below. The front elevation of a dwelling (measured from base plate to ceiling plate, excluding windows and doors) shall be a minimum of fifty percent (50%) masonry materials or other material specifically approved in writing by the Architectural Committee. Chimneys on all dwellings shall be constructed of masonry materials; provided, however, chimney chases may be constructed of hardi-board siding. Masonry includes stucco, brick, rock and all other materials commonly referred to in the Bryan/College Station, Texas area as masonry. Each residence shall include an enclosed attached or detached two (2) car garage or other structure sufficient to meet the requirements of Sections 3.22 and 4.04 above. Masonry does not include concrete hardi-board siding. Unless an exception is granted by the Architectural Committee, all single family dwellings shall contain no less than the greater of 1200 square feet or the number of square feet of enclosed living space, exclusive of all porches (open or covered), decks and garages set out in the supplemental declaration for the applicable Phase. Roof gables in the front of the dwelling must have a pitch of 8:12.

4.08 Floor Plan/Elevation Repetition. To avoid repetition and a monotonous look in the Subdivision, the following guidelines apply regarding the repetition of floor plans and elevations:

(A) When building a house having the same floor plan and the same elevation, whether on the same or opposite side of the street, three (3) full lots must be skipped.

(B) When building a house having the same floor plan and a different elevation on the same side of the street, two (2) full lots must be skipped.

(C) When building a house having the same floor plan and a different elevation on the opposite side of the street, one (1) full lots must be skipped.

(D) Houses on cul-de-sacs are considered to be on the same side of the street.

(E) The Architectural Committee may impose different repetition rules on Phases which include townhomes and/or patio homes.

4.09 Construction in Place. The use of prefabricated materials, including antique homes moved from other locations, shall be allowed only with the prior written approval of the Architectural Committee.

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ARTICLE 5
GREENBRIER OWNERS ASSOCIATION

5.01 Organization. The Declarant has or will cause the formation and incorporation of the Association as a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Certificate and Bylaws or in this Declaration. Neither the Certificate nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.02 Membership. Any person or entity upon becoming an Owner shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the property interest, which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with title to the said property interest. There are three classes of Members as follows:

Class A Members: The Owner(s) of each Lot (other than Declarant); and
Class B Members: The Declarant.

5.03 Voting Rights. Two (2) classes of Members shall have the following voting rights:

(a) Class A Members are all Lot Owners other than Declarant. Class A Members have one vote per Lot.

(b) Class B Member is Declarant and has the number of votes for each Lot or portion of the Property owned as specified in the Bylaws. The Class B Membership ceases and converts to a Class A upon the earlier of when the Class A Member votes exceed the total number of Class B votes or when Declarant declares the end of the Development Period.

Where more than one (1) Owner owns and holds a record fee interest in a Lot, such Owner(s) may divide and cast portions of the one (1) vote as they decide, but in no event shall any one (1) Lot yield more than one (1) vote.

Any Owner, Resident or Member shall not be in "good standing" if such person or entity is: (a) in violation of any portion of this Declaration, or any Rule, or (b) delinquent in the full, complete and timely payment of any Annual Assessment, special assessment, or any other fee, charge or fine which is levied, payable or collectible pursuant to the provisions of this Declaration, the Bylaws or any Rule.

The Board may make such rules and regulations, consistent with the terms of this Declaration and the Bylaws, as it deems advisable, for: any meeting of Members; proof of membership in the Association; the status of good standing; evidence of right to vote; the appointment and duties of examiners and inspectors of votes; the procedures for actual voting in person or by proxy; registration of Members for voting purposes; and such other matters concerning the conduct of meetings and voting as the Board shall deem fit.

5.04 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to any limitations upon the exercise of its power as are expressly set forth in this Declaration. Without in any way limiting the

generality of the two preceding sentences, the Association, and the Board acting on behalf of the Association, shall have the following powers at all times:

(A) Rules. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact such Rules not in conflict with this Declaration and the Certificate as it deems proper to address any and all aspects of its functions. The Association shall have the authority to establish committees pertaining only to specific sections of the Subdivision. Any committee, which elects to oversee a particular section, shall have the power to establish section rules, which shall apply only to sections over which the committee has oversight. Any such section rules may be more restrictive than the provisions hereof, but shall not be less restrictive.

(B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out Association functions.

(C) Records. To keep books and records of the Association's affairs.

(D) Assessments. To levy Assessments as provided in Article 7 below.

(E) Enforcement. To pursue the rights and remedies described in Section 7.05(D) for a violation of the Governing Documents.

(F) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper for the operation of the Association.

(G) Delegation to Committees. To set up one or more committees as authorized by the Texas Non-Profit Corporation Law, part of the Texas Business Organizations Code (the "TNPCL") as the same is amended from time to time.

(H) Employees. To engage such employees as may be reasonably necessary in the management of the Association and the performance of its duties.

5.05 Landscape and Maintenance. The Association shall be authorized to landscape, maintain and repair easements, rights-of-way, common areas, entryways, sidewalks, paths, trails, detention ponds, lakes, waterfall pumps, irrigation equipment, water wells, entrance buildings, parks and other Common Areas of the Property, as appropriate.

5.06 Common Areas.

(A) Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:

(1) To accept, own, operate and maintain all Common Areas which may be conveyed or leased to it by Declarant, together with any Improvements of any kind or purpose located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association by Declarant; and to maintain in good repair and condition all lands, Improvements, and other Association property owned by or leased to the Association, whether by Declarant or by other Persons.

(2) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon individual Members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(3) To execute mortgages, both construction and permanent, for construction of Improvements on property owned by or leased to the Association, and to accept lands in Common Areas, whether or not improved, from Declarant subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner deemed appropriate by the borrower, whether Declarant or the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien, as deemed appropriate by borrower, whether Declarant or the Association, on the Improvements to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessment of Members, or otherwise, or any combination thereof, as may be deemed appropriate by Declarant or the Association, as the case may be, but subject to the limitations imposed by this Declaration.

(B) In addition to, and not in limitation of, the power and authority of the Association as set forth in Section 5.04 of this Declaration, the Association, acting through the Board, shall have the power and authority:

(1) To grant and convey portions of Association property, including fee title, leasehold estates, easements, right-of-way, and/or mortgages, to any person or entity for the purpose of constructing, erecting, operating or maintaining the following:

(a) Parks, parkways or other recreational facilities or structures;

(b) Roads, streets, walks, driveways, trails and paths;

(c) Lines, cables, wires, conduits, pipelines or other means of providing utilities;

(d) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or

(e) Any similar public, quasi-public or private Improvements.

Nothing contained in this subparagraph, however, shall be construed to permit use or occupancy of any Common Area or Improvement in a way that would violate applicable use and occupancy restrictions imposed by other provisions of this Declaration, by the Drainage Easement, or by any statute, rule, regulation, ordinance or other law of any governmental entity including but not limited to rules and orders of the Texas Water Development Board, Texas Water Commission, Texas Commission on Environmental Quality ("TCEQ") and any flood plain, industrial waste or other ordinance of the City of Bryan.

(2) To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association, or within city-owned parks, parkways, entrance ways, or street rights of way which the Association desires to maintain or pay for, in the best interest of the Association and the aesthetic appearance of the subdivision as a whole.

(3) To pay for any other services necessary or proper in the performance of Association functions, and to pay for any other taxes or assessments that the Association or the Board is required to secure or to pay for, pursuant to applicable law, the terms of this Declaration, or the Certificate or Bylaws of the Association.

(4) To own and operate any and all types of facilities for both active and passive recreation.

(5) To construct new Improvements or additions to Association properties, subject to the approval of the Architectural Committee as required in this Declaration.

(6) To enter into contracts with Declarant and other persons, with such terms and provisions as the Board shall determine, to operate and maintain any of the Common Areas or to provide any service or perform any function on behalf of Declarant or the Association in connection with the purposes of the Association.

(7) To acquire and own and to dispose of all manner of real and personal property, whether by purchase, grant, lease, gift or otherwise.

5.07 Agreement with City of Bryan, State of Texas, and County of Brazos. The Declarant, as the agent of the Association, or the Association, may enter into one or more agreements (i) with the City of Bryan or State of Texas or Brazos County, with respect to (1) the landscaping and maintenance of portions of public streets, highways or rights of way, or (2) the dedication of any drainage basin, park or other Common Area within the property for municipal maintenance, or (ii) with the City of Bryan with respect to landscaping and maintenance of portions of utility easements. The Association shall accept, without further requirement or documentation, said agreement and the requirements and benefits associated therewith, for any agreement reached by the Declarant.

5.08 Indemnification. The Association shall indemnify any director, officer, or member of a committee duly appointed pursuant to the Certificate or Bylaws who by reason of the fact that such person is or was a director, officer or member of such a committee of the Association was, is, or is threatened to be made, a named defendant or respondent in (i) any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, (ii) any appeal in such an action, suit, or proceeding, and (iii) any inquiry or investigation that could lead to such an action, suit, or proceeding (hereinafter a "Proceeding"), and against all judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by the person in connection with any such Proceeding to the fullest extent permitted by the TNPCL, as amended and in effect from time to time. Such authorization of indemnification shall be deemed to be mandatory and deemed to constitute authorization of indemnification and advancement of expenses to the fullest extent permitted by the TNPCL, as amended and in effect from time to time.

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ARTICLE 6
ARCHITECTURAL COMMITTEE

6.01 Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Voting Members deem appropriate. The following person is hereby designated as the initial Voting Member of the Architectural Committee: Steve Arden.

6.02 Action by Architectural Committee. Items presented to the Architectural Committee shall be decided by a majority vote of the Voting Members.

6.03 Advisory Members. The Voting Members may from time to time designate Advisory Members.

6.04 Term. Each member of the Architectural Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed as provided herein.

6.05 Declarant's Rights of Appointment. During the Development Period, Declarant, its successors or assigns shall have the right to appoint and remove all Voting Members of the Architectural Committee, which persons need not be drawn from Association Members. Notwithstanding the preceding sentence, Declarant may delegate its right of appointment, or any portion thereof, to the Board by written instrument before such date. After the Development Period, the Board shall have the right to appoint all Voting Members. At such time as the Board gains the right to appoint and remove Voting Members of the Architectural Committee or any portion of this right, a majority of the Voting Members so appointed shall be drawn from Members of the Association. Advisory Members shall, when reasonably possible, be drawn from Members of the Association

6.06 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it deems necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, and other similar codes.

6.07 Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, the Architectural Committee shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts that, in its sole and absolute discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. Upon receipt of all necessary information, the Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other related duties assigned or authorized by this Declaration, including at its option inspection of construction in progress to assure its conformance with previously

approved Plans and Specifications. The Architectural Committee shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one construction. The Architectural Committee may, in its review of Plans and Specifications and such other information as it deems proper, consider whether any proposed Improvement upon a Lot would unreasonably obstruct the view from other portions of the Property. The Architectural Committee may, but shall not be required to, disapprove any Improvement upon any Lot that would unreasonably obstruct the view from any other portion of the Property. No Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Property and the surrounding area. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans and Specifications be deemed an endorsement, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes not of its authorship.

6.08 Actions of the Architectural Committee. The Architectural Committee may, by resolution unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designation, the vote of a majority of all the members of the Architectural Committee taken without a meeting shall constitute an act of the Architectural Committee.

6.09 No Waiver of Future Approvals. The approval or consent of the Architectural Committee of any Plans and Specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall *not* be deemed to constitute a waiver of any right to withhold approval or consent as to any other Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

6.10 Work in Progress. The Architectural Committee may at its option inspect all work in progress to insure compliance with approved Plans and Specifications.

6.11 No Liability for Architectural Committee Members. Neither the Architectural Committee nor any member thereof shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its members, as the case may be. Neither the Architectural Committee nor any member thereof shall be liable to any Owner due to the construction of any Improvements within the Property, or the creation thereby of any obstruction of the view from such Owner's Lot or Lots.

6.12 Address. Plans and Specifications shall be submitted to the Architectural Committee in care of Steve Arden, 311 Cecilia Loop, College Station, Texas 77845, or in care of such other person at such other address as may be designated by Declarant or the Board, as the case may be, from time to time.

6.13 Failure to Act. In the event the Architectural Committee or its designated representative fails to approve or disapprove any Plans and Specifications within twenty (20) days after the same have been submitted to it, complete with all other information requested by the Architectural Committee in connection with such submission, approval shall be assumed.

6.14 Variances. Notwithstanding any other provision of this Declaration, in order to prevent undue hardship upon the Owner or Owners of any individual Lot or Lots upon the Property, variance from any restrictions set out in this Declaration may be granted by a unanimous decision of the Architectural Committee in a written instrument to be duly acknowledged, if and when such a variance shall ever be granted.

6.15 Governmental Agency Approval. Nothing in this Declaration shall be construed to relieve any Owner from securing such approvals, certificates and/or permits as may be required by law in connection with the construction of any Improvements on any Lot.

6.16 Relationship with Association. The Architectural Committee has been created pursuant to this Declaration to perform certain functions specified herein relating to the review and approval of Plans and Specifications for Improvements built on a Lot. The Architectural Committee does not exercise the authority of the Board, and shall not do so unless and until (i) the Board shall have duly appointed a majority of Board members to the Architectural Committee, and (ii) the Board shall by unanimous resolution, duly recorded in the records of the Association, make the Architectural Committee a committee of the Board in accordance with the TNPCL.

ARTICLE 7
FUNDS AND ASSESSMENTS; REMEDIAL RIGHTS

7.01 Assessments.

(A) The Association may from time to time levy Assessments against each Lot whether or not improved in order to promote the health, recreation, safety and welfare of the residents in the Subdivision, to fund the operating expenses of the Association and to improve and maintain the Common Areas. A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

(B) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.

(C) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot or Commercial Lot against which the Assessment falls due.

(D) Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Association to secure the Assessments. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

(E) Any Assessment not paid within ten (10) days after it is due is delinquent.

(F) The lien granted and reserved to the Association is subordinate: (i) to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution; and (ii) any lien granted by an Owner against a Lot for purposes of financing the acquisition of or the improvements on such Lot. The foreclosure of a superior lien extinguishes the Association's lien as to Assessments due before the foreclosure.

7.02 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

7.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration, including but not limited to the cost of all entry ways, landscaping, greenbelts, common areas, median strip, and right-of-way maintenance, the cost of enforcing this Declaration, and a reasonable provision for contingencies and appropriate repair and replacement reserves, less any expected income and any surplus from the prior year's funds. 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. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

7.04 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under this Declaration. The Board may assess special Assessments against certain groups of Lots or Commercial Lots as the Board designates from time to time. The amount and due date of any special Assessments shall be at the reasonable discretion of the Board and must be approved by the Members.

7.05 Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments provided for herein shall be the personal and individual debt of the owner of the Lot covered by such assessments. Except as otherwise provided in Section 7.01(A) hereof, no Owner of a Lot may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from due date thereof (or if there is no such highest rate, then at the rate of 1-1/2% per month), together with all costs and expenses of collection, including reasonable attorney's fees.

7.06 Remedial Rights.

(A) *Late Charges and Interest.* A late charge of Twenty-five Dollars ($25.00) is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of twelve percent (12%) per year. The Board may change the late charge and the interest rate.

(B) *Costs, Attorneys' Fees and Expenses.* If the Association complies with all applicable notice requirements, an Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent Assessments, foreclosing the Association's lien, and enforcing the Governing Documents.

(C) *Judicial Enforcement.* The Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Association's lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.

(D) *Remedy of Violations.* To enter at any time in an emergency, or in a non-emergency, after ten (10) days' written notice, without being liable to any Owner, upon any Lot, and into any Improvement thereon for the purpose of enforcing this Declaration or for the purpose of erecting, maintaining or repairing any Improvement to conform to this Declaration, and the expense incurred by the Association in connection with the entry upon any Lot and the work conducted thereon (i) shall be a personal obligation of the Owner of the Lot entered upon, (ii) shall be a lien upon the Lot entered on and Improvements thereon, and (iii) shall be enforced in the same manner and to the same extent as provided in this Article 7 hereof for regular and special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the names of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of this Declaration. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce this Declaration; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

(E) *Suspension of Rights.* If an Owner violates the Governing Documents, the Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured.

(F) *Damage to Property.* An Owner is liable to the Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

ARTICLE 8
EASEMENTS

8.01 Reserved Easements. All dedications, limitations, restrictions, and reservations shown on any plat covering all or any portion of the Property and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant prior to the

Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most effectively, efficiently and economically developing and marketing the Property.

8.02 Installation and Maintenance. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in the case of drainage easements, which may change the direction or flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all Improvements in such area shall be maintained continuously by the Owner of such lot, except for those Improvements for which a public authority or utility company is responsible. Neither Declarant nor any utility company using the easements herein or referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants to shrubbery, trees, lawns or flowers or other property of the Owners situated on the land covered by said easements.

8.03 Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity reasonably relating to the construction, maintenance, operation or repair of any facility in any such easement area.

8.04 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee thereon require. Each Owner further covenants not to disturb any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as may be approved in writing by the Architectural Committee.

8.05 Blanket Easement. An easement is hereby retained in favor of the Association over all Lots and the Common Areas for the purpose of enforcing this Declaration in accordance with Section 5.04(E) hereof, and for the construction and maintenance of any other item for the common benefit of the Owners or a group of Owners. An easement is further granted for the purpose of repairing and maintaining any such system so constructed. An entry upon any Lot or the Common Areas to effectuate the foregoing purposes shall not be deemed as trespass.

8.06 Common Area.

(A) *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Association to:

(1) charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;

(2) suspend an Owner's rights under the Governing Documents;

(3) grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes.

(B) *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Governing Documents.

(C) *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Improvement on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

ARTICLE 9
MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2048, unless amended as herein provided. After December 31, 2048, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended as provided in Section 9.03 below or terminated by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property then subject to this Declaration, and filed of record in the Official Public Records of Brazos County, Texas.

9.02 Dissolution. Upon termination of this Declaration in accordance with Section 9.01 above, the Association shall be dissolved. In the event of any such dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to any appropriate public agency to be used for purposes similar to those of the Association with respect to the Common Areas. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

9.03 Amendment.

(A) By Declarant. During the Development Period, this Declaration and any Supplemental Declaration may be amended by the Declarant, acting alone. No amendment by Declarant shall be effective until there has been recorded in the Official Records of Brazos County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment.

(B) By Owners. After the Development Period, this Declaration may be amended by the recording in the Official Records of Brazos County of an instrument executed and acknowledged by the President and Secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Owners entitled

to cast at least fifty-one percent (51%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof. With respect to the amendment of any supplemental declaration applicable only to a particular Phase(s) of the Subdivision, such supplemental declaration may be amended after the Development Period by at least fifty-one percent (51%) of the votes of the Owners of the Lots in the Phase(s) governed by the Supplemental Declaration.

9.04 Notices. Any notice permitted or required by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

9.05 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed, governed and enforced under the laws of the State of Texas. Except as otherwise provided herein, this Declaration controls over the other Governing Documents.

9.06 Exemption of Declarant. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to (i) excavate and grade, (ii) construct and alter drainage patterns and facilities, (iii) construct any and all other types of Improvements, sales and leasing offices, and similar facilities, and (iv) post signs incidental to construction, sales, and leasing anywhere within the Property.

9.07 Assignment of Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

9.08 Enforcement and Nonwaiver.

(A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce any and all of the provisions of the Governing Documents. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(B) Nonwaiver. The failure to enforce any provision of the Governing Documents at any time by the Association or an Owner shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

9.09 Construction.

(A) Restrictions Severable. The provisions of the Governing Documents shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine, and neuter.

(C) Sole and Absolute Discretion. Notwithstanding anything herein to the contrary, whenever a party to this Declaration is entitled to exercise its "sole and absolute discretion", such discretion may be exercised by that party for any reason or for no reason, whether such discretion is arbitrary, uncontrolled or unreasonable. Any parties' exercise of its "sole and absolute discretion" shall be final and shall not be subject to appeal or be subject to adjudication by a court of law, arbitration, mediation, or otherwise.

(D) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles.

(E) Deadlines on Business Day. If any deadline in this Declaration should fall on a Saturday, Sunday or a Texas or federal holiday, such deadline shall automatically be extended to the next business day.

(F) Choice of Law. This Declaration shall be construed in accordance with the laws of the State of Texas.

(G) Corrections. The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 13 day of June, 2019.

DECLARANT:

BORD, LLC

By: _____
J. Stephen Arden, Manager

VIRGINIA SALDANA
Notary Public
STATE OF TEXAS
ID#12599068-6
My Comm. Exp. Sept. 11, 2022

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 13 day of June 2019, by J. Stephen Arden, Manager, of BORD, LLC, on behalf of said limited liability company, in the capacity therein stated.

_____
Notary Public

CONSENT AND SUBORDINATION BY LIENHOLDER

Lienholder, as the holder of the lien on a portion of the Property, consents to the foregoing Declaration and the covenants, conditions, restrictions and easements contained therein, and lienholder hereby subordinates its lien to the rights and interests of the Declaration, such that a foreclosure of the lien shall not extinguish the covenants, conditions, restrictions and easements contained in the Declaration.

EXTRACO BANK

By: _____

Name: John Bush

Title: SVP

VIRGINIA SALDANA
Notary Public
STATE OF TEXAS
ID#12599068-6
My Comm. Exp. Sept. 11, 2022

THE STATE OF TEXAS §
§ (ACKNOWLEDGMENT)
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 13 day of June, 2019, by John Bush, SVP of EXTRACO BANK, on behalf of said banking institution.

_____
Notary Public, State of Texas

Unofficial Copy

FIELD NOTES
96.597 ACRES

Being all that certain tract or parcel of land lying and being situated in the STEPHEN F. AUSTIN LEAGUE NO. 10, Abstract No. 63, in Bryan, Brazos County, Texas and being part of the called 202.3 acre remainder tract described in the deed from Richard H. Harrison, III to Harrison Holdings Limited Partnership recorded in Volume 6542, Page 177 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 60D nail at the base of a 6-inch cedar fence post marking the west corner of the called 202.3 acre Harrison Holdings remainder tract, the south corner of the called 99.66 acre Anne E. Wilkerson MacDowell, Lonnie O. Wilkerson, III, and Tyree Bond Wilkerson tract recorded in Volume 3275, Page 4 (O.R.B.C.), the north corner of Lot 1, Block 1, LUV HOMES SUBDIVISION, as recorded in Volume 3583, Page 117 (O.R.B.C.) and the east corner of the called 25.00 David E. Pate tract recorded in Volume 2154, Page 336 (O.R.B.C.);

THENCE: N 41° 51' 15" E along the common line of the called 202.3 acre remainder tract and the called 99.66 acre Wilkerson tract for a distance of 404.10 feet to the POINT OF BEGINNING;

THENCE: N 41° 51' 15" E continuing along said common line for a distance of 2161.65 feet to the north corner of this herein described tract, from whence a found 3/8-inch iron rod marking the north corner of the called 202.3 acre remainder tract bears N 41° 51' 15" E at a distance of 1454.54 feet for reference;

THENCE: S 52° 21' 45" E into and through the called 202.3 acre remainder tract for a distance of 2024.17 feet to the east corner of this herein described tract, in the northwest right-of-way line of a 6.409 acre Old Reliance Road Right-of-Way tract, as recorded in Volume 8939, Page 23 (O.R.B.C.), from whence a found 1/2-inch iron rod marking an ell corner in the northwest right-of-way line of the said Old Reliance Road tract bears N 42° 22' 42" E at a distance of 21.02 feet for reference;

THENCE: S 42° 22' 42" W along the northwest right-of-way line of the said Old Reliance Road tract for a distance of 441.45 feet for corner;

THENCE: into the interior of the called 202.3 acre Harrison Holdings remainder tract for the following four (4) calls:

1) N 47° 32' 54" W for a distance of 27.00 feet for corner,
2) S 42° 22' 42" W for a distance of 1000.09 feet for corner,
3) S 42° 34' 39" W for a distance of 19.49 feet for corner, and
4) S 55° 33' 46" E for a distance of 27.27 feet for corner in the northwest right-of-way line of the said Old Reliance Road tract, from whence a found 1/2-inch iron rod marking an angle point in the northwest right-of-way line of the said Old Reliance Road tract bears N 42° 34' 39" E at a distance of 15.67 feet for reference;

THENCE: S 42° 34' 39" W along the northwest right-of-way line of the said Old Reliance Road tract for a distance of 265.79 feet to the south corner of this herein described tract;

THENCE: leaving the northwest right-of-way line of said Old Reliance Road and continuing through the interior of the called 202.3 acre Harrison Holdings remainder tract for the following twelve (12) calls:

1) N 65° 07' 45" W for a distance of 273.19 feet for corner,
2) S 61° 20' 55" W for a distance of 261.54 feet for corner,
3) N 22° 39' 20" W for a distance of 99.15 feet for corner,
4) N 37° 07' 04" E for a distance of 107.11 feet for corner,
5) N 13° 19' 18" W for a distance of 69.06 feet for corner,
6) N 62° 24' 56" W for a distance of 311.22 feet for corner,
7) N 53° 04' 12" W for a distance of 133.20 feet to the Point of Curvature of a curve to the right,
8) 115.59 feet along the arc of said curve having a central angle of 132° 27' 35", a radius of 50.00 feet, a tangent of 113.53 feet and a long chord bearing N 76° 49' 08" W at a distance of 91.52 feet for corner,
9) S 79° 24' 39" W for a distance of 15.60 feet for corner,
10) N 55° 33' 46" W for a distance of 174.32 feet for corner;
11) S 35° 50' 13" W for a distance of 292.63 feet for corner, and
12) N 48° 06' 31" W for a distance of 931.19 feet to the POINT OF BEGINNING and containing 96.597 acres of land, more or less.

Exhibit "A"

Unofficial Copy

Brazos County
Karen McQueen
County Clerk

Instrument Number: 1363816
Volume : 15386

ERecordings - Real Property

Recorded On: June 14, 2019 11:34 AM

Number of Pages: 32

" Examined and Charged as Follows: "

Total Recording: $150.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	1363816
Receipt Number:	20190614000024
Recorded Date/Time:	June 14, 2019 11:34 AM
User:	Susie C
Station:	CCLERK01

Record and Return To:

eRx
8600 Harry Hines Blvd. Ste 300
Dallas TX 75235

STATE OF TEXAS
COUNTY OF BRAZOS

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.

Karen McQueen
County Clerk
Brazos County, TX