

BYLAWS of GREENBRIER OWNERS ASSOCIATION, INC.

Property Owners Association: Greenbrier Owners Association, Inc. (the "Association"), a Texas nonprofit association, established by the certificate of formation filed with the secretary of state of Texas on July 10, 2013 under file number 801814481.

Principal Office: 700 University Drive East, Suite 108, College Station, Texas 77840. The Property Owners Association may have other offices.

Declaration: The Declaration of Restrictive Covenants of the Greenbrier Subdivision, recorded in Volume 11230, Page 102 of the Official Public Records of Brazos County, Texas, as amended and supplemented from time to time.

Definitions: Capitalized terms used but not defined herein have the meanings set forth in the Declaration.

Voting Members: Members entitled to vote or their proxies. Any Member delinquent in payment of any Assessment is not a Voting Member.

A. Members

1. *Membership.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has three classes of voting Members:

- a. *Class A.* Class A Members are all Owners of Lots, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner of a Lot, each is a Class A Member, but only one vote may be cast for a Lot.
- b. *Class B.* Class B Members are all Owners of Commercial Lots, other than Declarant. Class B Members have one vote per Commercial Lot. When more than one person is an Owner of a Commercial Lot, each is a Class B Member, but only one vote may be cast for a Commercial Lot.
- c. *Class C.* The Class C Member is Declarant and has four votes for each Lot owned and sixteen votes for each acre of Property owned that has not been subdivided into Lots or Commercial Lots. The Class C membership ceases and converts to Class A or Class B membership, as applicable, on the earlier of—
 - i. when the Class A and Class B Members' votes together exceed the total of Class C Member's votes; or
 - ii. the date specified in the Declaration.

2. *Place of Meeting.* Members meetings will be held at the Association's Principal Office or at another place designated by the Board.

3. *Annual Meetings.* The first Members meeting will be held within six (6) months after the formation of the Association. Subsequent regular annual Members meetings will be held on the first Tuesday in April.

4. *Special Meetings.* The president may call special meetings. The president must call a special meeting if directed by the Board or by a petition signed by thirty percent (30%) of the Class A and Class B Voting Members.

5. *Notice of Meetings.* Written notice stating the place, day, and hour of each Members meeting, other than a reconvened meeting, must be given to each Member: (a) if mailed to Members, not less than ten (10) nor more than thirty (30) days before the meeting, or (b) posted in a Common Area or on the Association's website and emailed to all Members who have emailed their email address to the Association. The special Members meeting notices must also state the meeting's purpose, and no business may be conducted except as stated in the notice. Notice to a Member is deemed given when hand delivered or mailed. If mailed, notice is deemed given (whether actually received or not) when deposited with the United States Postal Service, postage prepaid.

6. *Waiver of Notice.* A Member may, in writing, waive notice of a meeting. Attendance at a meeting is a waiver of notice of the meeting, unless the Member objects to lack of notice when the meeting is called to order.

7. *Quorum.* The number of Members present at a meeting for which notice has been given is a quorum.

8. *Majority Vote.* Votes representing more than 50 percent of the Voting Members present at a meeting at which a quorum is present are a majority vote. Votes must be in writing and signed by the Member casting such vote, except in the case of uncontested associate-wide elections which require no written vote. Ballots will be kept confidential and must be counted by a person who is not the subject of the vote.

9. *Proxies.* Voting Members may vote by written proxy.

10. *Conduct of Meetings.* The president will preside over Members meetings. The secretary will keep minutes of the meetings and will record in a minutes book the votes of the members.

11. *Action without Meeting.* Any action that may be taken at a Members meeting may be taken without a meeting by written consent setting forth the action taken signed by a majority of the Voting Members.

B. Board

1. *Governing Body; Composition.* The affairs of the Association are governed by the Board. Each director has one vote. The initial Board is composed of the directors appointed in the Certificate of Formation. During the Development Period, the directors will be appointed by the Declarant. After the Development Period, each director must be a Member or, in the case of an entity Member, a person designated in writing to the secretary by such entity Member.

2. *Number of Directors.* During the Development Period, the Board consists of three (3) directors. After the Development Period, the Board consists of not less than three (3) nor more than nine (9) directors. Within those limits, the Board may change the number of directors. No decrease may shorten the term of a director.

3. *Term of Office.* During the Development Period, the directors will serve until replaced by the Declarant.

After the Development Period, the terms of directors will be staggered. At least one-third of the Board will be elected each year. After the Development Period, the initial Board will determine the initial term, not to exceed three years, of each director. At the expiration of the initial term of a director, each successor will have a term of two (2) years.

Directors may serve consecutive terms.

4. *Election of Directors After Development Period.* At the first annual meeting of Members after the end of the Development Period, the Voting Members will elect directors to succeed the then serving directors. At subsequent annual Members meetings, successors for each director whose term is expiring will be elected. Cumulative voting is prohibited. The candidate or candidates receiving the most votes will be elected. The directors elected by the Voting Members will hold office until their respective successors have been elected.

5. *Removal of Directors and Vacancies*

- a. *Removal by Members.* During the Development Period, any director may be removed by Declarant, with or without cause. After the Development Period, any director may be removed, with or without cause, by a majority of the Voting Members. Any director whose removal is sought will be given notice of the proposed removal.
- b. *Removal by Board.* Any director may be removed at a Board meeting if the director—
 - i. failed to attend three (3) consecutive Board meetings;
 - ii. failed to attend thirty percent (30%) of Board meetings within one year;
 - iii. is delinquent in the payment of any Assessment for more than thirty (30) days; or

- iv. is the subject of an enforcement action by the Association for violation of the Governing Documents.
 - c. *Vacancies.* A director's position becomes vacant if the director dies, becomes incapacitated, resigns, or, after the Development Period, is no longer a Member.
 - d. *Successors.* After the Development Period, if a director is removed or a vacancy exists, a successor will be elected by the Members at a regular meeting or a special meeting called for such purpose.
6. *Compensation.* Directors will not receive compensation. A director may be reimbursed for expenses approved by the Board.
7. *Powers.* The Board has all powers necessary to administer the Association's affairs.
8. *Management.* The Board may employ a managing agent. Declarant, or an affiliate of Declarant, may be the managing agent.
9. *Accounts and Reports.* Accounting and controls must conform to good accounting practices. Accounts will not be commingled with accounts of other persons. The following financial reports will be prepared at least annually:
- a. An income statement reflecting all income and expense activity for the preceding period.
 - b. A statement reflecting all cash receipts and disbursements for the preceding period.
 - c. A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format.
 - d. A balance sheet as of the last day of the preceding period.
 - e. A delinquency report listing all Owners who are delinquent by more than ninety (90) days in paying any Assessment and describing the status of any action to collect those delinquent Assessments.
10. *Borrowing.* The Board may borrow money to maintain, repair, or restore the Common Area without the approval of the Members. If approved in advance by the Members in the same manner as approving a Special Assessment, the Board may borrow money for any other purpose.
11. *Rights of Association.* With respect to the Common Area, and in accordance with the Declaration, the Association will have the right to contract with any person for the performance of various duties and functions. Such agreements require the approval of the Board.

12. *Enforcement Procedures*

- a. *Notice.* Before the Board may (i) suspend an Owner's right to use a Common Area, (ii) file a suit against an Owner other than a suit to collect any Assessment, (iii) foreclose the Association's lien, (iv) charge an Owner for property damage, or (v) levy a fine for a violation of the Governing Documents, the Property Owners Association or its agent must give written notice to the Owner by certified mail, return receipt requested. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner. The notice also must inform the Owner that the Owner (i) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months and (ii) may request a hearing on or before the thirtieth day after the date the Owner receives the notice.
- b. *Hearing.* If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board or before the Board if the Board does not appoint a committee. If a hearing is to be held before a committee, the notice must state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

The Association must hold a hearing under this section not later than the thirtieth (30th) day after the date the Board receives the Owner's request for a hearing and must notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting.

The hearing will be held in executive session affording the alleged violator a reasonable opportunity to be heard. Before any sanction hereunder becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may, but will not be obligated to, suspend any proposed sanction if the violation is cured within a ten (10) day period. Such suspension will not

constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

- c. *Appeal.* Following hearing before a committee, if any, the violator will have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the managing agent, if any, president, or secretary within five (5) days after the hearing date.
- d. *Changes in Law.* The Board may change the enforcement procedures set out in this section to comply with changes in law.

C. Board Meetings

1. *Regular Meetings.* Regular meetings of the Board will be held at such time and place as determined by the Board, and after the Development Period, at least two (2) such meetings will be held during each fiscal year. Notice of the time and place of the meetings will be given to directors not less than ten (10) days before the meetings.

2. *Special Meetings.* Special meetings will be held when called by written notice signed by the president or by any two (2) directors. The notice will specify the time and place of the meeting and the matters to be covered at the meeting.

3. *Waiver of Notice.* The actions of the Board at any meeting are valid if (a) a quorum is present and (b) either proper notice of the meeting was given to each director or a written waiver of notice is given by any director who did not receive proper notice of the meeting. Proper notice of a meeting will be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of proper notice.

4. *Quorum of Board.* At all meetings, a majority of the Board will constitute a quorum, and the votes of a majority of the directors present at a meeting at which a quorum is present constitutes the decision of the Board. If the Board cannot act because a quorum is not present, a majority of the directors who are present may adjourn the meeting to a date not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business that may have been transacted at the meeting originally called may be transacted without further notice.

5. *Conduct of Meetings.* The president will preside at Board meetings. The secretary will keep minutes of the meetings and will record in a minute book the votes of the directors.

6. *Proxies.* Directors may vote by written proxy.

7. *Action without Meeting.* Any action that may be taken at a Board meeting may be taken without a meeting by written consent setting forth the action taken signed by a sufficient number of the Board as would be necessary to take that action at a meeting.

D. Officers

1. *Officers.* The officers of the Association are a president, vice president, secretary, and treasurer, to be elected from the Members. The Board may appoint other officers having the authority and duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of president and secretary.

2. *Election, Term of Office, and Vacancies.* Officers will be elected annually by the Board at the first meeting of the Board following each annual meeting of the Voting Members. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

3. *Removal.* The Board may remove any officer whenever, in the Board's judgment, the interests of the Association will be served thereby.

4. *Powers and Duties.* Officers have such powers and duties as are generally associated with their respective offices and as may be specifically conferred by the Board. The president is the chief executive officer of the Association. The treasurer has primary responsibility for the preparation of the budget and financial reports and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

5. *Resignation.* Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Resignation takes effect on the date of the receipt of the notice or at any later time specified in the notice.

E. Committees

The Board may establish committees by resolution and authorize the committees to perform the duties described in the resolution.

F. Miscellaneous

1. *Fiscal Year.* The Board may establish the Association's fiscal year by resolution. In the absence of a Board resolution determining otherwise, the Association's fiscal year is a calendar year.

2. *Rules for Meeting.* The Board may adopt rules for the conduct of meetings of Members, Board, and committees.

3. *Conflict.* The Declaration controls over these Bylaws.

4. *Inspection of Books and Records*

a. *Inspection by Member.* After a written request to the Association, a Member may examine and copy, in person or by agent, any Association books and records relevant to that purpose. The Board may establish rules concerning the (i) written request; (ii) hours, days of the week, and place; and (iii) payment of costs related to a Member's inspection and copying of books and records.

- b. *Inspection by Director.* A director has the right, at any reasonable time, and at the Association's expense, to (i) examine and copy the Association's books and records at the Association's Principal Office and (ii) inspect the Association's properties.

5. *Notices.* Any notice required or permitted by the Governing Documents must be in writing. Notices regarding enforcement actions must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to (a) a Member at the Member's last known address according to the Association's records and (b) the Association, the Board, or a managing agent at the Association's Principal Office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.

6. *Amendment.* These Bylaws may be amended at any time by the vote of forty percent (40%) of the Voting Members in the Property Owners Association. This provision will not be construed as limiting the Board's power to amend the enforcement procedures to comply with changes in law.

GREENBRIER OWNERS ASSOCIATION, INC.

By Anne Carter
Name: Anne Carter
Title: Secretary

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
GREENBRIER**

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF GREENBRIER (the "Declaration"), is made effective as of the 6th day of March, 2013, by CARTER ARDEN DEVELOPMENT, LLC, a Texas limited liability company, and HOMEWOOD, LLC, a Texas limited liability company, (collectively 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 any Accessory Dwelling and includes detached garages, storage buildings, greenhouses, gazebos, tool sheds and pool houses.
- 1.02 Accessory Dwelling. "Accessory Dwelling" shall mean a structure other than the main dwelling which is incidental to the main use of the main dwelling and is used as a residence.
- 1.03 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.

- 1.04 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.
- 1.05 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.
- 1.06 Association. "Association" shall mean a non-profit corporation created by Declarant, which shall have the authorities and responsibilities described in this Declaration.
- 1.07 Board. "Board" shall mean the Board of Directors of the Association. Board members may, but need not, be Members of the Association.
- 1.08 Bylaws. "Bylaws" shall mean the Bylaws of the Association as adopted by the Board, and from time to time amended.
- 1.09 Certificate. "Certificate" shall mean the Certificate of Incorporation of the Association.
- 1.10 Commercial Lots. "Commercial Lots" shall mean any parcel or parcels of land zoned for commercial development within the Property, together with all Improvements thereon.
- 1.11 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, easements, roads, entryways, roadways, rights-of-ways, parkways, median strips, sidewalks, drainage areas, parks, trails, paths, ponds, creeks, and lakes within the Property.
- 1.12 Declarant. "Declarant" shall mean, collectively, Carter Arden Development, LLC and Homewood, LLC, their duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of Carter Arden Development, LLC or Homewood, 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.
- 1.13 Development Period. "Development Period" shall mean a period during which Declarant reserves the right to facilitate the development, construction and marketing of the Greenbrier Subdivision and reserves the right to direct the size, shape and composition of the Greenbrier 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.
- 1.14 Declaration. "Declaration" shall mean this instrument as it may be amended and supplemented from time to time.

- 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.
- 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. 1819, 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 or Commercial Lot, as applicable, on the Property, but shall not include a Mortgagee.
- 1.25 Person. "Person" or "Persons" shall mean an individual or individuals, entity or entities having the legal right to hold title to real property.
- 1.26 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.
- 1.27 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.

- 1.28 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.
- 1.29 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.
- 1.30 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.
- 1.31 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.
- 1.32 Subdivision. "Subdivision" shall mean the Greenbrier 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:

- Doc 0114855 Bk Vol Pg
186
- (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.
- 2.05 Lot Size Restrictions. The Ordinance provides that on the Property: (a) there will be no more than 115 Lots requiring a structure with a minimum heated square footage of 2000 square feet; (b) there will be no more than 120 Lots requiring a structure with a minimum heated square footage of 2200 square feet; (c) there will be no less than 125 Lots requiring a structure with a minimum heated square footage of 2500 square feet. From time to time, Developer may impose restrictions regarding structure size on various Phases of the Development in order to comply with the Ordinance.

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 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 an 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.

Doc. No. Vol. Pg.
11147823 OK 1230 107

(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) not located on or near the roof of the front half of the dwelling unit or other improvement. 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 cost 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.

- 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 or a free-standing flag pole must be constructed with permanent, long-lasting materials with a finish that is harmonious to the dwelling 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 without the prior written approval of the Architectural Committee. Declarant or the Architectural Committee shall have the right to enter and remove any unapproved sign, flag, advertisement, billboard or structure which is placed on any Lot without the Declarant 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.

- 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 not 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 north and south boundary lines of the Property ("Overhead Power Lines"), 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 barbecue 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.
- 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 Unightly 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 on which a dwelling with a minimum heated square footage of less than 2500 square feet may be constructed. No travel trailers or recreational vehicles may be kept on any Lot on which a dwelling of at least 2500 heated square feet may be constructed 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 cast metal, with the finished (smooth) side facing the streets, Common Areas, and/or adjoining properties which are not part of the Subdivision. Within Phase 12 of the Subdivision, cast metal fences must be accompanied by vegetative screening of a sufficient density to provide 100 percent opacity to a height of 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 three (3) adult dogs and three (3) 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, side, and back 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, side and back yards 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.
- 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 device 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 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.

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 the private residence for the Owner, his Family, and guests. 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 (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; Accessory Dwellings. No more than one (1) Accessory Building or Accessory Dwelling 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. All Accessory Buildings and Accessory Dwellings shall be subject to 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 twelve (12) feet in height or have total floor area in excess of one-half percent (0.5%) of the floor area of the main dwelling without the approval of the Architectural Committee. An Accessory Dwelling may not exceed one (1) story in height and must have a floor area of at least 400 square feet, but may not exceed five percent (5%) of the floor area of the main dwelling. Landscaping and trees must be used to shield any Accessory Building from view from adjacent Lots.
- 4.06 Building Height. No Improvement will exceed the maximum structure height set forth in Section 4.05, if applicable, or set out in a supplemental declaration for the applicable Phase 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. 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, of a minimum of eighty percent (80%) 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 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 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.

01149825 BK 11230 Pg 11b

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, four (4) 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, three (3) 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, two (2) 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.

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);

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

and

Class C Members: The Declarant.

5.03 Voting Rights. Three (3) 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 Members are all Commercial Lot Owners other than Declarant. Class B Members have one vote per Lot.

(c) Class C 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 C Membership ceases and converts to a Class A and/or Class B Membership, as applicable, upon the earlier of when the Class A and B Member votes exceed the total number of Class C 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 or Commercial Lot, as applicable, 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, and other 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, 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.

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 persons are hereby designated as the Voting Members of the Architectural Committee: Steve Arden, Robert Carter and Anne Carter.

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, 700 University Drive East, Suite #108, College Station, Texas 77840, 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 and Commercial 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 or Commercial Lot, as applicable, becomes subject to Assessments on conveyance of the Lot or Commercial Lot, as applicable, 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 or Commercial Lot, as applicable, which lien is reserved by Declarant and assigned to the Association. By acceptance of a deed to a Lot or Commercial Lot, as applicable, 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 Commercial Lot for purposes of financing the acquisition of or the improvements on such Commercial 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 replacement reserves, less any expected income and any surplus from the prior year's funds. Assessments sufficient to pay such estimated note 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 or Commercial Lot covered by such assessments. Except as otherwise provided in Section 7.01(A) hereof, no Owner of a Lot or Commercial 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 or Commercial 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, Attorney's 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, Commercial 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 or Commercial Lot and the work conducted thereon (i) shall be a personal obligation of the Owner of the Lot or Commercial 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 or Commercial 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, 2043, unless amended as herein provided. After December 31, 2043, 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 or Commercial Lots, as applicable, 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 25th day of March, 2013.

DECLARANT:

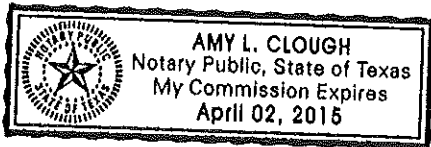
CARTER ARDEN DEVELOPMENT, LLC

By: *Steve Arden*
Steve Arden, Manager

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 25th day of March, 2013, by Steve Arden, Manager, of Carter Arden Development, LLC, on behalf of said limited liability company, in the capacity therein stated.



Amy L. Clough
Notary Public

[signatures continue on following page]

HOMEWOOD, LLC

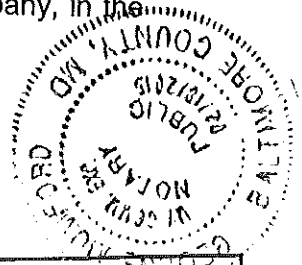
By: [Signature]
Robert Carter, Manager

STATE OF MARYLAND §

COUNTY OF BALTIMORE §

This instrument was acknowledged before me on the 6 day of March, 2013, by Robert Carter, Manager, of Homewood, LLC, on behalf of said limited liability company, in the capacity therein stated.

[Signature]
Notary Public



GEORGE MUMFORD
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires 2/18/2015

CONSENT AND SUBORDINATION BY LIENHOLDER

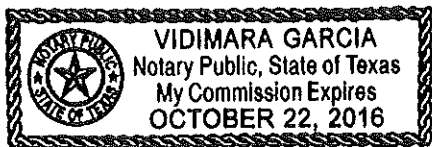
Lienholder, as the holder of the lien on a portion of the Property, consents to the foregoing Declaration and the covenants, conditions, restrictions and easements contained therein, and lienholder hereby subordinates its lien to the rights and interests of the Declaration, such that a foreclosure of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

PROSPERITY BANK

By: [Signature]
Name: KEN MEADERS JR.
Title: Banking Center Pres.

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

This instrument was acknowledged before me on the 21 day of March, 2013, by Ken Meaders, Banking Center President, PROSPERITY BANK, on behalf of said banking institution.



[Signature]
Notary Public, State of Texas

Exhibit "A":

Metes-and-bounds description

TRACT 1:

Being all that certain tract or parcel of land lying and being situated in the JOHN AUSTIN LEAGUE, Abstract No. 2 in Brazos County, Texas and being part of the called 176.241 acre tract described in the deed from George F. Carter and wife, Alberta R. Carter to Anne Richter Carter, Robert Brennan Carter and George Francis Carter, Jr. recorded in Volume 3253, Page 207 of the Official Records of Brazos County, Texas (O.R.B.C.), all of the 3.755 acre tract described in the deed from J. Stephen Arden to Edward B. Carter recorded in Volume 8901, Page 249 (O.R.B.C.) and all of the called 3.825 acre tract described in the deed from George F. Carter and wife, Alberta R. Carter to Anne Richter Carter, Robert Brennan Carter and George Francis Carter, Jr. recorded in Volume 1860, Page 43 (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 5/8-inch iron rod marking the east corner of the called 176.241 acre tract, the south corner of called 89.096 acre 1179 Joint Venture I, L.P. tract recorded in Volume 6334, Page 235 (O.R.B.C.) and further described in the boundary line agreement recorded in Volume 7849, Page 6 (O.R.B.C.) and being in the northwest right-of-way line of F.M. 1179 (based on an 80-foot width);

THENCE: along the said northwest right-of-way line of F.M. 1179 for the following five (5) calls:

- 1) S 44° 47' 44" W for a distance of 5.09 feet for corner,
- 2) S 44° 47' 03" W for a distance of 896.84 feet to a found 5/8-inch iron rod for the Point of Curvature of a curve to the right,
- 3) 316.91 feet along the arc of said curve having a central angle of 04° 50' 00", a radius of 3756.72 feet, a tangent of 158.55 feet and a long chord bearing S 47° 12' 03" W at a distance of 316.81 feet to a found 1/2-inch iron rod for the Point of Tangency,
- 4) S 49° 37' 03" W for a distance of 581.59 feet to a found 5/8-inch iron rod for corner and
- 5) S 45° 41' 56" W for a distance of 200.06 feet for corner marking the south of the said 3.755 acre tract, said corner also marking the northeast corner of Lot 1, Block 1, OAK FOREST ESTATES, First Installment as recorded in Volume 208, Page 105 (B.C.D.R.);

THENCE: along the common line of the said 3.755 acre tract and the said OAK FOREST ESTATES for the following three (3) calls:

- 1) N 50° 46' 40" W for a distance of 152.54 feet for corner,
- 2) N 45° 42' 30" W for a distance of 619.82 feet for corner and
- 3) N 44° 41' 47" W for a distance of 16.78 feet for corner marking the west corner of said 3.755 acre Carter tract and the south corner of a 37.228 acre Carter Arden Development, LLC tract as described in Volume 8938, Page 113 (O.R.B.C.);

THENCE: N 52° 20' 07" E along the common line of the said 3.755 acre and 37.228 acre tracts for a distance of 212.71 feet for corner marking the north corner of the said 3.755 acre Carter tract, the east corner of the said 37.228 acre Carter Arden tract and the south corner of the 40.239 acre Carter Arden Development, LLC tract as described in Volume 8938, Page 108 (O.R.B.C.);

THENCE: along the southeast lines of the said 40.239 acre Carter Arden tract and the 103.916 acre Homewood, LLC tract as described in Volume 8938, Page 97 (O.R.B.C.) for the following eleven (11) calls:

- 1) N 60° 45' 22" E for a distance of 444.08 feet for corner,
- 2) N 39° 44' 40" E for a distance of 100.06 feet for corner
- 3) N 52° 12' 51" W for a distance of 12.10 feet to the Point of Curvature of a curve to the right,
- 4) 89.01 feet along the arc of said curve having a central angle of 09° 16' 22", a radius of 550.00 feet, a tangent of 44.60 feet and a long chord bearing N 47° 34' 39" W at a distance of 88.92 feet for the Point of Compound Curvature,
- 5) 41.53 feet along the arc of said compound curve having a central angle of 95° 10' 37", a radius of 25.00 feet, a tangent of 27.37 feet and a long chord bearing N 04° 38' 50" E at a distance of 36.92 feet for the Point of Compound Curvature,
- 6) 138.54 feet along the arc of said compound curve having a central angle of 08° 21' 19", a radius of 950.00 feet, a tangent of 69.39 feet and a long chord bearing N 56° 24' 50" E at a distance of 138.41 feet to the Point of Tangency,
- 7) N 60° 35' 29" E for a distance of 194.34 feet to the Point of Curvature of a curve to the left,
- 8) 224.89 feet along the arc of said curve having a central angle of 12° 16' 18", a radius of 1050.00 feet, a tangent of 112.88 feet and a long chord bearing N 54° 27' 21" E at a distance of 224.46 feet to the Point of Tangency,
- 9) N 48° 19' 12" E for a distance of 226.72 feet to the Point of Curvature of a curve to the right,
- 10) 227.56 feet along the arc of said curve having a central angle of 08° 41' 32", a radius of 1500.00 feet, a tangent of 114.00 feet and a long chord bearing N 52° 39' 58" E at a distance of 227.34 feet to the Point of Tangency and
- 11) N 57° 00' 44" E for a distance of 270.28 feet for corner in the said agreed common boundary line between the called 176.241 acre tract and the called 89.096 acre tracts;

THENCE: S 45° 01' 30" E along the said common line for a distance of 616.30 feet to the POINT OF BEGINNING and containing 33.52 acres of land, more or less.

TRACT 2:

Being all that certain tract or parcel of land lying and being situated in the JOHN AUSTIN LEAGUE, Abstract No. 2 in Brazos County, Texas and being all of the 103.916 acre tract described in the deed from Anne Richter Carter, Robert Brennan Carter and George Francis Carter, Jr. to Homewood LLC recorded in Volume 8938, Page 97 of the Official Records of Brazos County, Texas (O.R.B.C.), all of the 40.239 acre tract described in the deed from Anne Richter Carter, Robert Brennan Carter and George Francis Carter, Jr. to Carter Arden Development, LLC recorded in Volume 8938, Page 108 (O.R.B.C.), all of the 37.228 acre tract described in the deed from J. Stephen Arden to Carter Arden Development, LLC recorded in Volume 8938, Page 113 (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 5/8-inch iron rod marking the north corner of the said 103.916 acre tract, the west corner of a called 89.096 acre 1179 Joint Venture I, L.P. tract recorded in Volume 6334, Page 235 (O.R.B.C.) and further described in the boundary line agreement recorded in Volume 7849, Page 6 (O.R.B.C.), said iron rod also being in the southwest line of a called 46.8 acre John Raborn tract recorded in Volume 173, Page 3 of the Brazos County Deed Records (B.C.D.R.);

THENCE: S 45° 01' 30" E along the said agreed common boundary line for a distance of 4242.56 feet for corner marking the east corner of the said 103.916 acre Homewood tract, from whence a found 5/8-inch iron rod marking the east corner of the called 176.241 acre Carter tract recorded in Volume 3253, Page 207 (O.R.B.C.) bears S 45° 01' 30" E at a distance of 616.30 feet for reference;

THENCE: along the southeast lines of the said 103.916 acre Homewood tract, the said 40.239 acre Carter Arden tract and the said 37.228 acre Carter Arden tract for the following twelve (12) calls:

- 1) S 57° 00' 44" W for a distance of 270.28 feet to the Point of Curvature of a curve to the left,
- 2) 227.56 feet along the arc of said curve having a central angle of 08° 41' 32", a radius of 1500.00 feet, a tangent of 114.00 feet and a long chord bearing S 52° 39' 58" W at a distance of 227.34 feet to the Point of Tangency,
- 3) S 48° 19' 12" W for a distance of 226.72 feet to the Point of Curvature of a curve to the right,
- 4) 224.89 feet along the arc of said curve having a central angle of 12° 16' 18", a radius of 1050.00 feet, a tangent of 112.88 feet and a long chord bearing S 54° 27' 21" W at a distance of 224.46 feet to the Point of Tangency,
- 5) S 60° 35' 29" W for a distance of 194.34 feet to the Point of Curvature of a curve to the left,
- 6) 138.54 feet along the arc of said curve having a central angle of 08° 21' 19", a radius of 950.00 feet, a tangent of 69.39 feet and a long chord bearing S 56° 24' 50" W at a distance of 138.41 feet to the Point of Compound Curvature,
- 7) 41.53 feet along the arc of said compound curve having a central angle of 95° 10' 37", a radius of 25.00 feet, a tangent of 27.37 feet and a long chord bearing S 04° 38' 50" W at a distance of 36.92 feet for the Point of Compound Curvature,
- 8) 89.01 feet along the arc of said compound curve having a central angle of 09° 16' 22", a radius of 550.00 feet, a tangent of 44.60 feet and a long chord bearing S 47° 34' 39" E at a distance of 88.92 feet for the Point of Tangency,
- 9) S 52° 12' 51" E for a distance of 12.10 feet for corner,
- 10) S 39° 44' 40" W for a distance of 100.06 feet for corner,
- 11) S 60° 45' 22" E for a distance of 444.08 feet to for corner and
- 12) S 52° 20' 07" W for a distance of 212.71 feet for corner marking the south corner of the said 37.228 acre Carter Arden tract, the west corner of the 3.755 acre Edward B. Carter tract recorded in Volume 8901, Page 249 (O.R.B.C.) and being in the northeast line of Lot 6, Block 1 OAK FOREST ESTATES, FIRST INSTALLMENT as recorded in Volume 208, Page 105 of the Brazos County Deed Records (B.C.D.R.);

THENCE: along the southwest line of the said 37.228 acre tract, the northeast line of said OAK FOREST ESTATES, FIRST INSTALLMENT, the northeast line of OAK FOREST ESTATES, SECOND INSTALLMENT (308/223 [B.C.D.R.]), the northeast line of a called 34.9 acre Michael Davis, Trustee tract (2814/297 [O.R.B.C.]) and the northeast line of a boundary line agreement with the Carrabba Family Limited Partnership 333.4 acre tract as recorded in Volume 2072, Page 155 (O.R.B.C.) for the following five (5) calls:

- 1) N 44° 41' 47" W for a distance of 196.28 feet to a found 1/2-inch iron rod for corner;
- 2) N 45° 42' 16" W for a distance of 259.97 feet to a found 1/2-inch iron rod for corner;
- 3) N 47° 52' 10" W for a distance of 238.54 feet to a found 1/2-inch iron rod for corner;
- 4) N 45° 59' 50" W for a distance of 407.16 feet to a found 1/2-inch iron rod for corner;
- 5) N 45° 37' 55" W for a distance of 2414.09 feet for corner in the centerline of Pin Oak Creek;

THENCE: along the centerline of said Pin Oak Creek and said boundary line agreement for the following sixteen (16) calls:

- 1) N 44° 01' 52" E for a distance of 78.98 feet for corner,
- 2) N 36° 19' 29" W for a distance of 23.94 feet for corner,
- 3) S 86° 44' 11" W for a distance of 74.24 feet for corner,
- 4) N 51° 49' 40" W for a distance of 27.22 feet for corner,
- 5) N 02° 02' 41" E for a distance of 66.00 feet for corner,

- 6) S 85° 10' 29" E for a distance of 97.52 feet for corner,
- 7) N 25° 48' 13" E for a distance of 28.85 feet for corner,
- 8) N 06° 03' 38" W for a distance of 30.67 feet for corner,
- 9) N 13° 01' 41" W for a distance of 87.42 feet for corner,
- 10) N 25° 29' 42" E for a distance of 43.87 feet for corner,
- 11) N 53° 49' 10" E for a distance of 86.33 feet for corner,
- 12) S 85° 41' 13" E for a distance of 66.42 feet for corner,
- 13) N 87° 36' 20" E for a distance of 52.59 feet for corner,
- 14) S 46° 15' 23" E for a distance of 47.79 feet corner,
- 15) S 37° 38' 14" E for a distance of 37.25 feet corner and
- 16) S 63° 05' 22" E for a distance of 15.27 feet for corner;

THENCE: N 27° 40' 23" E continuing along the southeast line of the called 333.4 acre Carrabba tract for a distance of 770.06 feet to a found 5/8-inch iron rod marking the northwest corner of the said 103.916 acre Homewood tract, said iron rod also being at or near the said 37.228 acre Carter Arden tract;

THENCE: N 29° 54' 54" E along the common line of the said 103.916 acre Homewood tract and the said 333.4 acre Carrabba tract for a distance of 920.65 feet to a found 5/8-inch iron rod marking the northeast corner of the said Carrabba tract and the southeast corner of the beforementioned Raborn tract;

THENCE: N 43° 41' 07" E for a distance of 5.00 feet to the POINT OF BEGINNING and containing 181.80 acres of land, more or less.

Filed for Record in:
BRAZOS COUNTY

On: Mar 25, 2013 at 02:20P

As a

Recordings

Document Number: 01149825

Amount 156.00

Receipt Number - 465306

By: Kala Brummer

STATE OF TEXAS

COUNTY OF BRAZOS

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

Mar 25, 2013

Karen McQueen, Brazos County Clerk
BRAZOS COUNTY

SAVE AND EXCEPT:

Being all that certain tract or parcel of land lying and being situated in the JOHN AUSTIN LEAGUE, Abstract No. 2 in Bryan, Brazos County, Texas and being part of the 103.916 acre tract described in the deed from Anne Richter Carter, Robert Brennan Carter and George Francis Carter, Jr. to Homewood, LLC recorded in Volume 8938, Page 97 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 5/8-inch iron rod marking the north corner of the said 103.916 acre tract, the west corner of Lot 23, Block Three, RIVERSTONE SUBDIVISION, PHASE TWO as recorded in Volume 9322, Page 190 (O.R.B.C.) and further described in the boundary line agreement recorded in Volume 7849, Page 6 (O.R.B.C), said iron rod also being in the southeast line of a called 46.8 acre John Raborn tract recorded in Volume 173, Page 3 of the Brazos County Deed Records (B.C.D.R.);

THENCE: S 45° 01' 30" E along the common northeast line of the said 103.916 acre Homewood, LLC tract and the southwest line of the said RIVERSTONE SUBDIVISION (9322/190) for a distance of 391.27 feet to a 1/2-inch iron rod set for the northeast corner of this tract, from whence a found 1/2-inch iron rod marking the south corner of Lot 20, Block Three of said RIVERSTONE SUBDIVISION (9322/190) bears S 45° 01' 30" E at a distance of 738.00 feet for reference;

THENCE: into the interior of the said 103.916 acre Homewood, LLC tract for the following seven (7) calls:

- 1) S 38° 32' 48" W for a distance of 324.86 feet to a 1/2-inch iron rod set for the Point of Curvature of a curve to the left,
- 2) 400.46 feet along the arc of said curve having a central angle of 26° 59' 38", a radius of 850.00 feet, a tangent of 204.02 feet and a long chord bearing S 25° 02' 59" W at a distance of 396.77 feet to a 1/2-inch iron rod set for a Point of Reverse Curvature,
- 3) 140.69 feet along the arc of said reverse curve having a central angle of 23° 01' 55", a radius of 350.00 feet, a tangent of 71.31 feet and a long chord bearing S 23° 04' 07" W at a distance of 139.75 feet to a 1/2-inch iron rod set for a Point of Compound Curvature, and
- 4) 44.44 feet along the arc of said compound curve having a central angle of 101° 50' 57", a radius of 25.00 feet, a tangent of 30.79 feet and a long chord bearing S 85° 30' 33" W at a distance of 38.82 feet to a 1/2-inch iron rod set for corner in the northeast right-of-way line of Thornberry Drive (based on a 100-foot width as recorded in Volume 9828, Page 120 [O.R.B.C.]);

THENCE: 358.13 feet along the said northeast line of Thornberry Drive in a counter-clockwise direction along the arc of a curve having a central angle of 06° 44' 57", a radius of 3040.35 feet, a tangent of 179.27 feet and a long chord bearing N 46° 56' 27" W at a distance of 357.93 feet to a found 1/2-inch iron rod marking the southwest corner of this tract and being in the common line of the said 103.916 acre Homewood, LLC tract and the called 333.4 acre Carrabba tract recorded in Volume 5807, Page 259 (O.R.B.C.);

THENCE: N 29° 54' 54" E along the said common line for a distance of 892.62 feet to a found 5/8-inch iron rod marking the northeast corner of the said Carrabba tract and the southeast corner of the before-mentioned Raborn tract (173/3);

THENCE: N 43° 41' 07" E for a distance of 5.00 feet to the POINT OF BEGINNING and containing 7.101 acres of land, more or less, according to a survey made on the ground under the supervision of Kevin R. McClure, Registered Professional Land Surveyor, State of Texas, No. 5650, in February 2013.

