

U Title No. F 220329hs

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

**DECLARATION
OF
COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS
OF
COOK CROSSING SUBDIVISION**

WHEREAS, Cook Crossing, LLC, a Texas Limited Liability Company, (hereinafter referred to as "Declarant") is the owner of all those certain tracts of land in Brazos County, Texas, which have been heretofore, platted, subdivided, and designated as COOK CROSSING, PHASE ONE, according to the maps or plats thereof filed of record at Instrument Number 1461216, Volume 17713, Page 114, in the Official Records of Brazos County, Texas (hereinafter referred to as "COOK CROSSING").

WHEREAS, Declarant desires to create and provide for the development, improvement, and maintenance of said COOK CROSSING and future phases of COOK CROSSING development for the mutual benefit and pleasure of the present and future property owners in such subdivision, and to protect the property values within such subdivision by imposing upon and against all of the designated lots therein the covenants, reservations, restrictions, and other provisions hereinafter set forth.

NOW, THEREFORE, Declarant does hereby make, adopt and establish the following reservations, restrictions, declarations, easements, limitations, charges, agreements, covenants, conditions, and stipulations, each of which shall be applicable to COOK CROSSING, PHASE ONE, and future phases of COOK CROSSING Development.

I.

Definitions

The following terms when used herein shall have the following meanings:

- a. "COMPANY" shall mean the Declarant, Cook Crossing, LLC, a Texas limited liability company, its successors and assigns.
- b. "SUBDIVISION" shall mean COOK CROSSING, PHASE ONE, and any additional phases made subject to this Declaration.

- c. **"RECORDING DATE"** shall mean the date upon which this document is filed of record in the Official Records of Brazos County, Texas.
- d. **"LOT"** or **"PARCEL"** shall mean those plots of land shown on the map or plat of the subdivision filed of record in the Official Records of Brazos County, Texas.
- e. **"OWNER"** shall mean and refer to the record **OWNER**, whether one (1) or more **PERSON(S)** or entities of the fee simple title to any **LOT** in the **SUBDIVISION**, or any part or interest therein. **OWNER** shall not mean or refer to any mortgagee, under any applicable theory of mortgage, unless and until such mortgagee has acquired legal title pursuant to foreclosure or any proceeding in lieu of foreclosure. The term **OWNER** shall further include any **PERSON** or entity claiming title to any **LOT** or portion thereof by adverse possession, any **PERSON** or entity leasing, renting or otherwise occupying any **LOT** or part thereof, and/or any **PERSON** or entity claiming interest in a **LOT** or part thereof under a contract of sale.
- f. **"COMMITTEE"** shall mean and/or refer to the Architectural Control Committee established under the provisions of this document, its successors and assigns.
- g. **"ASSOCIATION"** shall mean and refer to Cook Crossing Homeowners Association, Inc., a Texas non-profit corporation, provided for in this document, its successors and assigns.
- h. **"COMMON AREAS"** shall mean all real property owned by the **ASSOCIATION** for the common use and enjoyment of the **OWNERS**.
- i. **"IMPROVEMENT"** shall mean every structure and all appurtenances thereto of every type and kind, including, but not limited to homes, buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, fences, garages, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, pumps, walls, tanks, reservoirs, pipes, meters, antennae, towers, and/or other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, satellite, tv antennas, and/or other utilities.
- J. **"PERSON(S)"** shall refer to any natural person, individual(s), and/or any other entity unless the context indicates otherwise having the legal right to hold title to real property.
- k. **"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**.
- l. References to the singular shall include the plural, and the plural shall include the singular.

m. Terms utilizing bold, capital letters are used as defined terms. Terms utilizing regular upper and lower casing are used generically unless otherwise indicated.

II.

Restrictions

For the purpose of creating and carrying out a uniform plan for the parceling and sale of COOK CROSSING as a district set aside for residential homes and certain other uses accessory thereto, the following restrictions, including without limitation restrictions, covenants, declarations, easements, limitations, charges, agreements, and conditions (hereafter collectively called the "Restrictions"), are hereby established and adopted to apply uniformly to use, occupancy, and conveyance of all the PARCELS in COOK CROSSING. Every contract, deed or conveyance which may be hereafter executed with regard to any of the property in the SUBDIVISION shall be conclusively deemed to have been executed, delivered and accepted subject to the following Restrictions, even if the Restrictions are not set out in full and are not incorporated by reference in such contract of sale, deed, lease or other transfer of any interest in any such PARCEL.

A. Building and Construction Restrictions

1. Except as herein otherwise provided, each PARCEL in the SUBDIVISION shall be used only for non-commercial, single family residential and recreational purposes. Only single-family residential dwellings and appurtenances ordinary to residential living shall be permitted. No building, outbuilding or portion thereof shall be constructed for income property, such that occupants would occupy less than the entire LOT and/or homesite. To this end, without limitation, the following structures may not be built on any PARCEL: hospitals, clinics, rest homes, duplex houses, apartment houses, garage apartments, mobile homes, hotels, or any retail, wholesale, or other business or commercial establishment of any kind or nature;

2. The term "single-family" as used herein shall refer not only to the architectural design of the dwelling but also to the permitted number of inhabitants. No dwelling may be occupied by more than one single family. Rental or lease of a residence is permitted only to a single family and only for long term leases (1+ years). Short term rentals (less than 1 year) shall not be allowed. Rental or lease of rooms to multiple tenants is prohibited.

3. Only one single family dwelling and appurtenances thereto such as garages and barns may be placed or constructed on each of the PARCELS as platted as of the RECORDING DATE. No tent, shack or other temporary building, IMPROVEMENT or structure shall be placed upon a LOT without the prior written approval of the COMMITTEE; provided, however, that the COMMITTEE may maintain or authorize temporary structures necessary for storage of tools and equipment, and for office space for, and foremen on the property during any period of actual construction, which authorization, if given, shall include the nature, size, duration and location of such structure or structures; any IMPROVEMENTS built on a PARCEL shall be built on a concrete slab and all structures shall be constructed using the same or similar materials as the single family residence;

4. No residence (not including a casita, mother-in-law, or guest quarter) shall be constructed on any **PARCEL** that has an under-roof living area of less than 2,200 square feet, excluding porches, garages, patios and the like;

5. All Lots shall be used and improved for single-family residential purposes, with no more than one (1) 1,200 square feet or less attached residential dwelling unit per **LOT**, such as a casita, mother-in-law, or guest quarter, so long as said separate living quarters are occupied by extended family of **OWNER** and not used as rental property, business or any other commercial use, and shall be no more than 1200 square feet.

6. No **IMPROVEMENT** greater than thirty-two (32) feet in height may be constructed on any **LOT** without the prior written approval of the **COMMITTEE**. For purposes of this paragraph, height shall be measured from the foundation slab of the proposed **IMPROVEMENT** to the ridge line of the roof of the proposed **IMPROVEMENT**;

7. All single-family dwellings shall be of recognized standard construction quality, and all exteriors (exclusive of doors, windows and similar openings) shall be constructed of at least sixty-five (65%) percent masonry or other material specifically approved in writing by the **COMMITTEE**. Masonry includes stucco, brick, rock, and all other materials commonly referred to in the Bryan, Texas area as masonry. The use of prefabricated materials, including antique homes moved from other locations, shall not be allowed;

8. The surface of all roofs of principal and secondary structures shall be approved wood shingle, shakes, tile, quality composition shingle, or approved metal roof. The **COMMITTEE** shall have authority to approve other roof treatments and materials when in its determination such treatments and materials in the form utilized will not be a detriment to the quality of the **SUBDIVISION**;

9. 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 **COMMITTEE** and approval of such design, including the aesthetics thereof, shall be required before construction may begin;

10. The **COMMITTEE** shall have the right to impose limitations on driveway design, including materials, aprons, location, and point of contact with dedicated roads, streets or private driveway on any **LOT**. All driveways must be paved using concrete;

11. The **COMMITTEE** shall have the right to approve the location of any tank used or purposed 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 placed on a concrete slab and be screened by a 3'6" tall masonry screen wall. All tanks shall be maintained in a good and safe condition;

12. No building or structure shall be located on any PARCEL nearer to the front property line than fifty feet (50') or nearer to either side property line than twenty-five feet (25') or nearer to the back property line than fifty feet (50'). Provided, however, fences may be built across the back of the property and along the sides of the property without restrictions as to setback except that no fences may be constructed anywhere on the property between the front property line and the front of any residence built on the PARCEL. The COMMITTEE shall have the authority in its sole and absolute discretion to grant variances from these stated set-back requirements and fence locations from time to time upon request and when in the opinion of the COMMITTEE to do so would not constitute a detriment to the quality of the SUBDIVISION.

13. Drainage structures where required under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water, or such diameter as the county shall require.

14. No building material of any kind or character shall be placed or stored upon any PARCEL more than thirty (30) days before construction of IMPROVEMENTS. All materials shall be placed within the building lines as established above. At the completion of such IMPROVEMENT, excess or scrap material must be immediately removed from the premises.

15. No stumps, trees, underbrush, or any refuse of any kind and/or scrap material from IMPROVEMENTS being erected on any PARCEL shall be placed on any other PARCEL, or on streets or easements.

16. Exposed openings resulting from any excavation made on any PARCEL shall be backfilled and the disturbed ground shall be leveled. No change of elevation on any PARCEL greater than five feet (5') shall be made without the approval of the COMMITTEE.

17. No residential dwelling shall be built without compliance with all State of Texas, County and City laws, rules and ordinances, including, but not limited to, approved septic tank or other sewage disposal system that is so approved;

18. The natural habitat in the areas referred to as "50' Buffer and Vegetation Conservation Area" on Exhibit "A," attached hereto, shall not be unreasonably disturbed and must be maintained in its most natural and original state. Under no condition shall trees or brush, etc. be removed from such areas that are two inches (2") or greater caliper; and

19. The COMMITTEE may approve or disapprove, for any reason or no reason, at its sole discretion any item in II.A. 1-18 above.

B. General Restrictions

1. No noxious or offensive trade or activity shall be carried on upon any PARCEL nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

2. No commercial activity of any kind shall be conducted on any **LOT** within the **SUBDIVISION**. "Commercial Activity" shall include but not be limited to, the offering for sale of any product or service, or the manufacture or growth of any product, for purposes of sale, without regard to whether such activities are conducted in or from residential dwellings or otherwise. Notwithstanding the above, consulting or similar in-home business activities that have limited customer activity shall be allowed. The **ASSOCIATION** shall have the right and power to stop or restrict any such in-house business activity if the **ASSOCIATION** determines in its sole discretion that the business or activity is detrimental to the **SUBDIVISION**.

3. No animals, livestock, bees, or poultry of any kind shall be raised, bred or kept on any **LOT** except that dogs, cats, or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other **OWNERS**. No more than four (4) animals shall be kept as household pets. No **OWNER** shall permit any dog, cat or other domestic pet under his ownership or control to leave such **OWNER'S LOT** unless such pet is leashed and accompanied by a member of such **OWNER'S** household.

4. No sign(s), except sign(s) advertising property for sale and/or rent (not exceeding five (5) square feet in size), advertisement billboard, and/or advertising structure of any kind may be erected or maintained on any **PARCEL** without the consent in writing of the **COMMITTEE**. Members of the **COMMITTEE** shall have the right to enter and remove any such signs, advertisement or billboard or structure which is placed on any **PARCEL** without said consent, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

5. No rubbish or debris of any kind shall be allowed or permitted to accumulate upon any **LOT** and no odors shall be permitted to arise therefrom so as to render a **LOT** or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property 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 it is not visible from any street, **COMMON AREA** or **LOT**. Trash and recycle containers must be promptly returned to their enclosed structures or screening following trash pick-up and in no event shall a trash or recycle container remain visible from any street, **COMMON AREA** or other **LOT** overnight. If rubbish or debris accumulates upon any 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 cost of removal. This shall in no way restrict the **OWNERS'** right to have a compost pile.

6. No trailer(s), recreational vehicle(s), tent(s), boat(s) and/or stripped down, wrecked, junked, or otherwise wholly inoperable vehicle shall be kept, parked, stored, and/or maintained on any portion of the driveway and/or front yard in front of the building line of the permanent structure. 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.

7. No mobile homes shall be parked or placed on any **LOT** at any time. No motor homes, travel trailers, or recreational vehicles may be kept on any **LOT** unless enclosed in a garage or parked so as not to be visible from adjoining property or public or private thoroughfares. In the event a travel trailer or recreational vehicle is not enclosed in a garage, the HOA must approve the location of its storage site. This restriction regarding travel trailers, motor homes, and recreational vehicles shall not apply to guests staying at any **LOT** for less than forty-eight (48) hours. No eighteen (18)-wheel tractor-trailer or similar vehicles shall be parked on any **LOT** or any street within the Subdivision at any time.

8. **OWNERS** shall not permit the accumulation of trash, rubbish, weeds, or other unsightly obstacles on their **PARCELS** or on the easements or on any alley or the streets abutting the same. Each **OWNER** shall be responsible for proper disposition of his trash and garbage. **OWNERS** shall keep the drainage easements free of obstructions.

9. After commencement of construction of any structure or **IMPROVEMENT**, the work thereon shall be diligently prosecuted to the end that the structure or **IMPROVEMENT** shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof;

10. All fencing shall be built in accordance with the specifications set forth in Exhibit "B," attached hereto and made a part hereof, and in such location, as is specifically approved by the **COMMITTEE**. **OWNER** shall maintain said fence by repainting and repairing as is reasonably necessary.

11. No act may be performed which is likely to pollute the air or water in any part of the **SUBDIVISION**, nor may any property **OWNER** violate any ordinance designed to eliminate pollution whether it be State, County or city Ordinance.

12. No firearms or fireworks may be discharged in the **SUBDIVISION** or on any **PARCEL**, easement or **COMMON AREAS** without the prior written consent of **COMMITTEE**. No hunting shall be allowed in, on or from any part of the **SUBDIVISION**.

13. Representatives of the **ASSOCIATION** or the **COMMITTEE** may from time to time at any reasonable hour, enter and inspect any part of the **SUBDIVISION** to ascertain compliance with this document or any amendments hereto.

14. No oil or gas drilling, development, refining, quarrying or mining operations of any kind shall be permitted on any **LOT**, nor shall any tanks, tunnels, mineral excavations or shafts be permitted on any **LOT**. No derrick or other structures designed for use in boring or drilling for oil, natural gas, or other mineral shall be erected, maintained, or permitted on any **LOT**. Notwithstanding the foregoing, each **OWNER**, by its acquisition of a parcel of the **SUBDIVISION**, hereby acknowledges that the mineral estate in and under the **SUBDIVISION**

has been reserved by predecessors in title to the property, and that such predecessors in title may have certain rights provided by law. Notwithstanding the foregoing, any oil or gas drilling, development, refining, quarrying or mining operations shall be allowed to continue per current leases or contracts and under any renewals of current leases or contracts.

15. No mailbox or any other receptacle for receiving mail shall be erected or maintained on any **LOT**. **Company** will install a cluster mailbox at the entrance to the **SUBDIVISION**.

16. All lawns and any vacant **LOTS** shall be mowed and maintained at all times to maintain the aesthetics of the community and protect against rodent infestations, among other things. All slopes and/or portions of each **PARCEL** or **LOT** which extend past fences shall be mowed and maintained to the street.

17. Landscaping for each **LOT** in the **SUBDIVISION** shall include a grass lawn surrounding the entire residence on such **LOT** or **PARCEL**. Hydromulching is an acceptable alternative to laying down grass. A minimum of two (2) trees must be planted and maintained in the front yard of each **LOT**. Each such tree must be two to three inches combined trunk caliber purchased in a 30-gallon container. If one or both of the trees should die within the first calendar year of planting, they must be replaced. If one or more healthy trees are already located in the front yard of any **LOT** prior to construction of a residence on such **LOT**, the **COMMITTEE** may, at its sole discretion, provide **OWNER** with a written exemption for this requirement.

18. The initial landscape plan for each **LOT** shall include a flower bed extending across the front and down one side of the residence. Plantings in the flowerbed should include a variety of drought tolerant shrubs and evergreen shrubs. Ground covers, knock-out roses and annuals can be added at the discretion of the **OWNER**.

19. With the exception of holiday decor, the use of more than two items of yard decoration is prohibited in front yards. Yard decoration includes, but is not limited to, potted or container plants, banners and flags. All fountains, metal or concrete art or statues must be approved by the **COMMITTEE**.

20. All windows facing any street in the **SUBDIVISION** shall have interior window coverings such as pull-down shades, blinds, drapes or shutters.

21. The **COMMITTEE** may approve or disapprove, for any reason or for no reason, at its sole discretion any item in II.B., 1 through 20 above.

III.

Architectural Control

There is hereby created the Architectural Control Committee which shall consist of at least two (2) members. The initial Architectural Control Committee is composed of:

Bill Lero
P.O. Box 3462
Bryan, Texas 77805

Ricardo Reyna
3500 Wakefield Dr.
Bryan, Texas 77808

A majority of the Architectural Control Committee may designate representatives to act for it. In the event of the death or resignation or failure to serve by any member of the COMMITTEE, the remaining members shall have full authority to designate a successor. Neither the members of the COMMITTEE nor its appointed representatives shall be entitled to any compensation for services rendered pursuant to this covenant. The COMMITTEE'S approval or disapproval as required by the Restrictions shall be in writing.

1. No IMPROVEMENT of any kind shall be erected, placed or altered in the exterior design after being erected or placed on or attached to any PARCEL in the SUBDIVISION until the construction plans, landscaping plans, or other plans, specifications and a plot plan showing the location and size of such IMPROVEMENT have been submitted to the COMMITTEE, or its designated representatives as to the harmony of external design with the existing structures on PARCELS in the SUBDIVISION, as to type of exterior materials and exterior paint colors, as to quality of workmanship and materials, and as to locations with respect to topography and finished ground elevations, and compliance with all applicable provisions of this document, and general compatibility within the SUBDIVISION. The COMMITTEE shall have the authority in its sole and absolute discretion to grant variances from the Restrictions from time to time upon written request and when in the sole opinion of the COMMITTEE to do so would not constitute a detriment to the quality of the SUBDIVISION. IMPROVEMENTS used herein shall include, but not be limited to, building(s), fences, towers, antennas, porches, decks, walls, swimming pools, water wells, playground equipment, outdoor cooking or eating facilities of a permanent nature, docks, piers, barns, silos, cages, sheds, streets, alleys, excavations and other earth movement. The COMMITTEE may require a reasonable fee for performing the functions herein prescribed and may disapprove plans, specifications, designs and plot plans for failure to pay such fee. Such fees shall be used by the COMMITTEE to discharge actual expenses incurred by the COMMITTEE. After approval in writing has been given, the erecting, placing or altering of the IMPROVEMENTS on any PARCEL shall be made only in accordance with the approved plans, specifications and plot plans, unless variations or changes are also approved in the same manner.

2. Neither the ASSOCIATION nor the members of the COMMITTEE, representatives, and/or their successors or assigns, shall be liable in damages to anyone submitting plans to them for approval, or to any OWNER or lessee of any PARCEL affected by these Restrictions, by reason of mistake in judgment, negligence or nonfeasance arising out of or

in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the **COMMITTEE** for approval agrees by submission of such plans, and every **OWNER** or lessee of any **PARCEL** within the property agrees by acquiring title thereto or interest therein, that he will not bring any action or suit against the **ASSOCIATION**, the members of the **COMMITTEE**, or its representatives, to recover any such damages. **COMMITTEE** does not represent or warrant that any plans are or are sound and or of good and safe design.

3. Prior to the Transition Date (as defined below), **Company**, its successors and assigns, shall have the right to appoint and remove all members of the **COMMITTEE**, which persons need not be drawn from **ASSOCIATION** Members. Notwithstanding the preceding sentence, **COMPANY** may delegate its right of appointment, or any portion thereof, to the Board by written instrument before such date. Whenever the Transition Date occurs, thereafter, the Board shall have the right to appoint all **COMMITTEE** members. At such time as the Board gains the right to appoint and remove **COMMITTEE** members, or any portion of this right, a majority of the **COMMITTEE** members so appointed shall be drawn from Members of the **ASSOCIATION**.

IV.

Cook Crossing Homeowner's Association

1. The **ASSOCIATION**, a Texas non-profit corporation, shall be incorporated with its initial registered office in Brazos County, Texas, and with its principal office located at 1733 Briarcrest Drive, Suite 202, Bryan, Texas 77802.

2. **COMPANY** shall cause the **ASSOCIATION** to be incorporated, and **COMPANY** shall have the power to elect all members of the Board of Directors and to fill any vacancies occurring therein until **COMPANY** has conveyed by deed, in the aggregate, eighty percent (80%) of the **LOTS** in **COOK CROSSING** and any future acreage developed under future phases, common scheme, or plan of development by **COMPANY**, according to a map or plat filed in the Official Records of Brazos County, Texas ("Transition Date"). Once eighty percent (80%) of the **LOTS** have been so deeded, the membership of the Board of Directors shall be determined by majority vote of the **OWNERS** of record that are subject to a required maintenance charge payable to the **ASSOCIATION**. **COMPANY** may elect to transfer power to elect the Board of Directors to said record **OWNERS** at any earlier time.

3. The **ASSOCIATION** shall have powers and functions provided by applicable law, its Articles of Incorporation, its Bylaws, as heretofore or hereafter amended, respectively, and such other powers as set forth herein, including without limitation, at its option, the right to maintain streets, lakes, utilities, recreational areas; to provide for garbage pickup (at a cost to the individual property **OWNERS** if the Maintenance Fund is insufficient for this purpose), hire safety protection, furnish power or gas for street lighting, maintain esplanades, and other common areas; and to establish rules and regulations for the use of **SUBDIVISION** facilities, specifically erected and installed and designated to be controlled by the **ASSOCIATION**. The **ASSOCIATION** shall administer the Maintenance Fund hereinafter provided.

4. LOT ownership and membership in the ASSOCIATION shall be inseparable. Transfer of a LOT automatically transfers membership in the ASSOCIATION and all rights of the transferor with respect to the COMMON AREAS and facilities to which ownership of such LOT relates.

5. If COMPANY develops further acreage under a common scheme or plan of development, the ASSOCIATION may require such property OWNERS to be members of the ASSOCIATION and they shall have equal voting rights therein on the same basis as OWNERS of property in this SUBDIVISION.

V.

Maintenance Charge

Each PARCEL in COOK CROSSING, PHASE ONE, and future phases, is hereby subject to an annual maintenance charge of Four Hundred and No/100 Dollars (\$400.00) payable in advance by the OWNER of each PARCEL on the first day of January of each year, beginning 2022, and each succeeding year thereafter until terminated as provided below, to the ASSOCIATION, its successors and assigns, for the purpose of creating a fund described below, known as the "Maintenance Fund". Where any PARCEL is owned by more than one person or entity, said maintenance charge shall be payable by all such OWNERS, jointly and severally. The maintenance charge shall be prorated at closing between purchasers and sellers of PARCELS in the proportion that the remaining months of the calendar year bear to the whole year. By acceptance of a deed or other instrument of conveyance, or by any other claim of legal title to any PARCEL or portion thereof, each OWNER agrees and consents to the maintenance charge and the liens as provided herein.

1. The ASSOCIATION shall have a lien against any PARCEL for which the annual maintenance charge provided herein shall not be paid effective upon the thirtieth (30th) day following the date said maintenance charge became due and payable. The amount of said lien shall be for the amount of the maintenance charge then due, owing and unpaid plus an additional delinquency charge of twelve percent (12%) per annum of the unpaid balance accruing from the date said maintenance charge became due and payable. The ASSOCIATION shall have the right to evidence the existence of this lien by filing a sworn and acknowledged statement of lien in the Official Records of Brazos County, Texas, but the failure of the ASSOCIATION to so file a statement of lien shall not affect the validity of the lien as between the ASSOCIATION and the OWNER.

2. The maintenance charge shall be used to pay "maintenance expenses" which shall include, without limitation, expenses incurred for any easements, streets, sidewalks, paths, fences, lakes, parkways, stables, tracks, pools, lodge, esplanades, and any structures, facilities or area which can be used by all OWNERS which in the opinion of the ASSOCIATION would benefit the SUBDIVISION as a whole; collecting and disposing of garbage, ashes, rubbish and the like in said areas (other than garbage, ashes, rubbish and the like from constructed residential dwellings), caring for vacant PARCELS subsidizing bus or transportation service, employing watchmen or any other action deemed desirable to protect persons and property, payment of

legal and all other expenses in connection with the operation of the ASSOCIATION, and the enforcement of all recorded charges, restrictions, covenants, agreements and conditions affecting the property to which maintenance charges apply, payment of all expenses in connection with the collection and administration of the maintenance charges, and doing any other things necessary and desirable in the opinion of the ASSOCIATION to keep property neat and in good order of which it considers of general benefit to the SUBDIVISION. The act of the ASSOCIATION and its expenditures of the Maintenance Fund shall be final so long as it acts in good faith.

3. The ASSOCIATION may increase or reduce the maintenance charge from time to time by action applied uniformly to all PARCELS in the SUBDIVISION as provided below.

4. From and after January 1, 2022, the ASSOCIATION'S Board of Directors, at its next annual or special meeting and at each annual meeting thereafter, shall set the amount of the annual assessments for each year for each LOT, taking into consideration the current maintenance costs and future needs of the ASSOCIATION; except, however, the monthly assessments may not be increased in any one year by more than twenty percent (20%) of the then existing annual assessment, except on the affirmative vote of OWNERS entitled to cast two thirds (2/3) of the votes, in person or by proxy, at a meeting duly called for such purposes.

5. COMPANY shall not be liable or in any way responsible for the payment of any maintenance charge provided for herein.

VI.

Special Assessments for Capital Improvements

1. In addition to the annual assessment for maintenance charges authorized above, the ASSOCIATION may levy in any assessment year, special assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the COMMON AREA, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a three-fourths (3/4) majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of a meeting called for this purpose shall be sent to all members not less than thirty (30) days and not more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting and the proposal to be voted on.

2. No special assessment for capital improvements shall be made under this provision prior to Transition Date.

3. The Special Assessments shall be payable by the OWNERS on the dates and terms as may be established by the ASSOCIATION. The ASSOCIATION may also provide for a lien against any PARCELS for which the special assessment remains unpaid.

VII.

Subordination of the Lien to Mortgages

The liens of the assessments provided for herein shall be subordinate to the lien of any first mortgage and/or mortgages granted or created by the **OWNER** of any **LOT** to secure payment of monies advanced and used for the purpose of purchasing and/or improving such **LOT**. Sale or transfer of any **LOT** pursuant to a foreclosure under such purchase money or **IMPROVEMENT** mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such **LOT** from liability for any assessments thereafter becoming due or from the lien thereof. No extinguishment of the lien shall relieve the delinquent **LOT OWNER** from his/her personal obligation and liability for all assessments due and unpaid.

VIII.

Effect of Non-Payment of Assessments: Remedies of the Association

Any assessments and charges which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. The **ASSOCIATION** may bring an action at law against the **OWNER** or member personally obligated to pay the same or foreclose the lien against the property. Any interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each **OWNER**, by his acceptance of a deed to a **LOT**, hereby expressly vests in the **ASSOCIATION**, or its agents, the right and power to bring all actions against such **OWNER** personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the **ASSOCIATION** in a like manner of a mortgage or deed of trust lien on real property and such **OWNER** hereby expressly grants to the **ASSOCIATION**, a power of sale in connection with lien. The lien provided for in this section shall be in favor of the **ASSOCIATION** and shall be for the benefit of all other **LOT OWNERS** and shall be exercisable by a Trustee to be named or designated by the Board of Directors of the **ASSOCIATION**. The **ASSOCIATION** acting on behalf of the **LOT OWNERS** shall have the power to bid on an interest at a foreclosure sale and to acquire and hold, lease, mortgage, and convey any said interest so acquired.

IX.

Re-Subdivision

No **LOT** may be re-subdivided into smaller **LOTS** except any **LOT** which may be designated as "reserved" on the plat of the **SUBDIVISION**. Any such subdivided lot shall be subject to the then existing regulations affecting subdivisions in Brazos County, Texas and subject to the same restrictions as set forth in this document.

X.

Miscellaneous Provisions

1. The foregoing *Restrictions* are adopted as part of and shall apply to each and every **PARCEL** in the **SUBDIVISION**. Such *Restrictions* are equally for the benefit of all subsequent **OWNERS** of **PARCELS** in **COOK CROSSING** and future phases of **COOK CROSSING** Development and accordingly, shall be covenants running with the land. Any **OWNER** or lienholder of any of the property or the **ASSOCIATION** shall have the power to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation of the *Restrictions* and to recover damages for any violation or attempted violation including, but not limited to, reasonable attorney's fees; provided, however that this clause shall not restrict any governmental agency from acting to enforce any of the *Restrictions*.

2. The term of the *Restrictions* shall be for a period from the filing of this instrument for record in Brazos County, Texas, until January 1, 2042, after which date such *Restrictions* shall be automatically extended for successive periods of twenty (20) years each, unless and until, by instrument executed by the then record **OWNERS** of a majority of the **PARCELS** in **COOK CROSSING** and duly recorded in the Official Records of Brazos County, Texas, such *Restrictions* are altered, rescinded, modified, in whole or in part.

3. Nothing contained in this document nor any violation of any of the *Restrictions* shall have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against the **SUBDIVISION** or any portion thereof.

4. Any and all rights, powers, and reservations of **COMPANY** herein contained may be assigned to any person corporations or association which will assume the duties pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by **COMPANY** herein and **COMPANY** shall thereafter be released from any future liabilities. The term **COMPANY** as used in this document shall include all such assignees and their heirs, successors, and assigns.

5. **COMPANY** reserves the right to make minor deviations from the terms of this document to the extent permissible by law and consistent with the general plan for development as herein set out, all without further action or consent by or from any party.

6. The invalidity, violation, abandonment, waiver of, failure to enforce any one or more of or any part of the provisions of this document, or the granting of variances, shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.

7. COMPANY, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties thereby subjecting such additional lands to the Declaration, by filing of record a Supplementary Declaration with respect to such additional property which shall extend the scheme of this Declaration to such property. The ASSOCIATION shall accept same and any such property shall be owned and managed pursuant to the terms and conditions of this Declaration.

8. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the scheme of this Declaration. In no event, however, shall Supplementary Declaration revoke, modify, or add to the covenants established by this Declaration within the existing SUBDIVISION.

Dated this the 22 day of February, 2022

DECLARANTS:

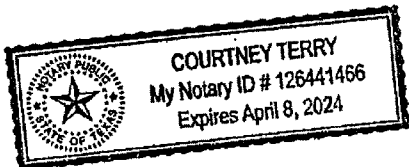
COOK CROSSING, LLC, a Texas limited liability company

By: Milken J. Lee

Title: MEMBER

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 22 day of February 2022 by William Lee, Member of Cook Crossing, LLC, a Texas limited liability company.



Courtney Terry
NOTARY PUBLIC, State of Texas

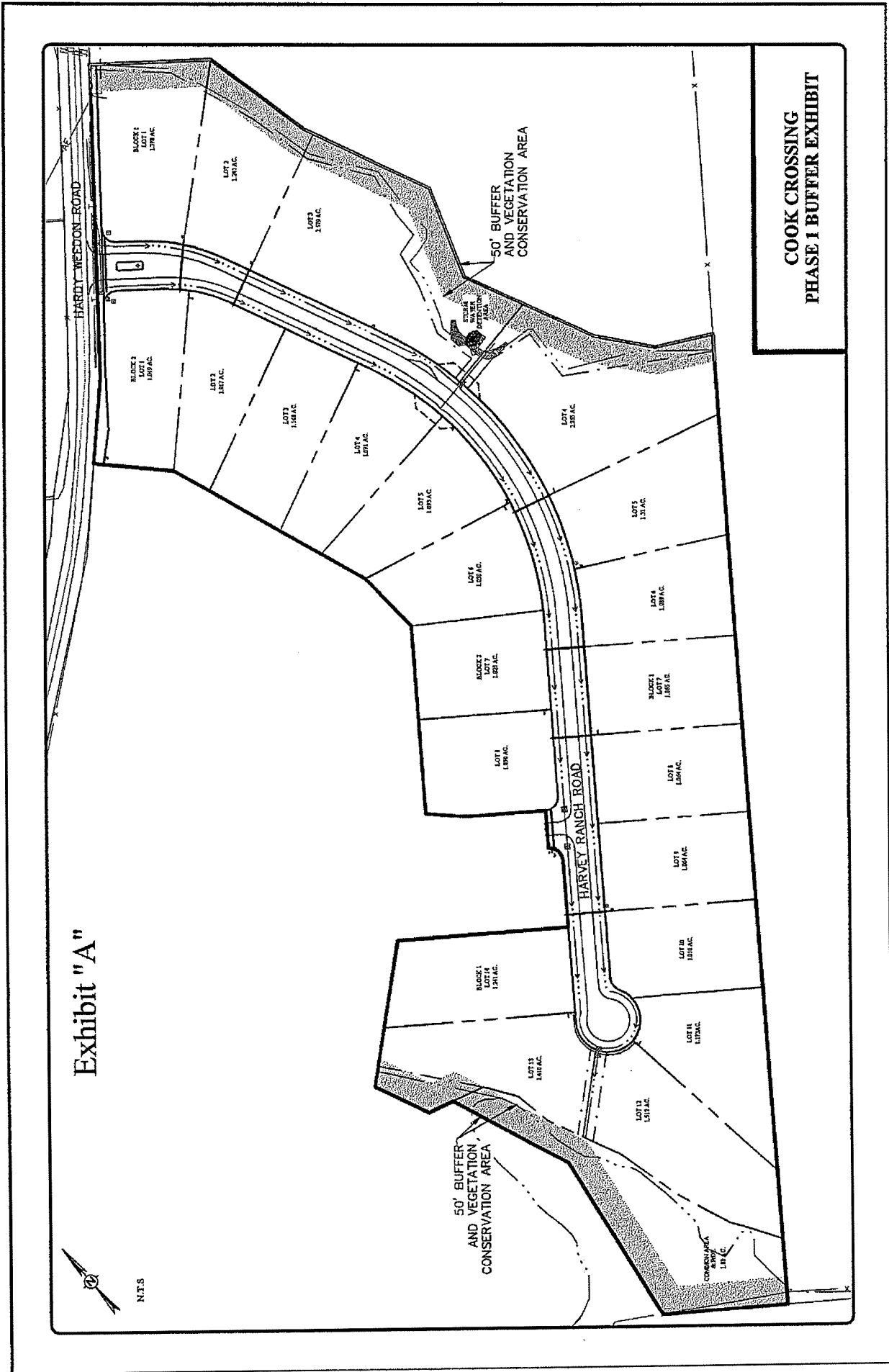
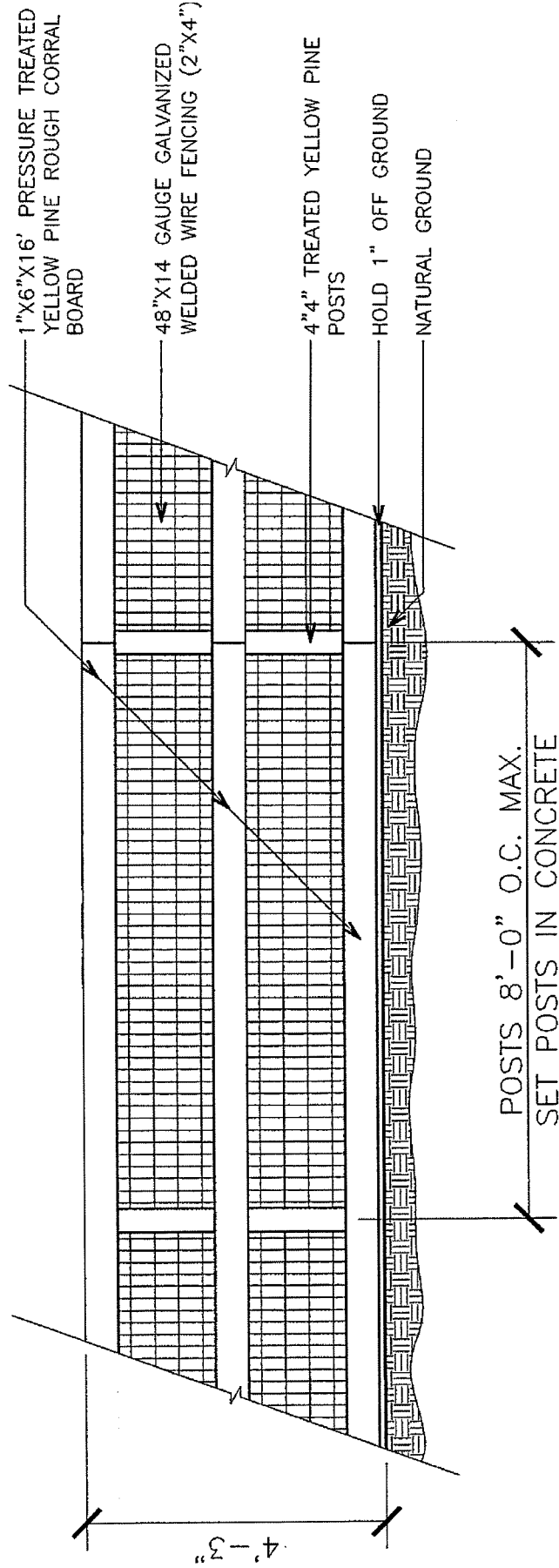


Exhibit "A"

COOK CROSSING
PHASE I BUFFER EXHIBIT

EXHIBIT B



01 TYPICAL FENCE - ELEVATION

NOT TO SCALE

**Brazos County
Karen McQueen
County Clerk**

Instrument Number: 1462097
Volume : 17733
ERecordings - Real Property

Recorded On: February 22, 2022 11:39 AM

Number of Pages: 18

" Examined and Charged as Follows: "

Total Recording: \$94.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 1462097
Receipt Number: 20220222000068
Recorded Date/Time: February 22, 2022 11:39 AM
User: Susie C
Station: CCLERK01

Record and Return To:

eRecording Partners



STATE OF TEXAS
COUNTY OF BRAZOS

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

Karen McQueen
County Clerk
Brazos County, TX