FIRST AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS *for* MISSION RANCH (formerly called Great Oak Estates)

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

WHEREAS, BCS Rock Prairie, LP, a Texas limited partnership, as Declarant, caused the "First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Mission Ranch (formerly called Great Oak Estates)" (the "**Declaration**") to be recorded in the Official Public Records of Brazos County, Texas on December 22, 2014 under Clerk's File No. 2014-1217499, which instrument imposes various covenants, conditions, and restrictions upon the following real property:

> Great Oaks, Phase 1B, according to the plat filed of record under Volume 11730, Page 160, of the Official Records of Brazos County, Texas
>
> Great Oaks, Phase 13, according to the plat filed of record under Volume 11797, Page 179, of the Official Records of Brazos County, Texas
>
> Great Oaks, Phase 14, according to the plat filed of record under Volume 11797, Page 176, of the Official Records of Brazos County, Texas

and

WHEREAS, BCS Mission Ranch, LP, a Texas limited partnership, is the successor Declarant pursuant to the "Notice of Designation of Successor Declarant for Mission Ranch" recorded in the Official Public Records of Real Property of Brazos County, Texas under Document No. 2017-1307180; and

WHEREAS, the Declaration provides that additional land may be annexed and subjected to the provisions of the Declaration by Declarant, without the consent of the Members of Mission Ranch Community Association, Inc. (the "**Association**"), within twenty (20) years of the date that the Declaration is recorded, by filing for record a Supplemental Declaration in the Official Public Records of Brazos County, Texas; and

WHEREAS, additional land was previously annexed and subjected to the provisions of the Declaration and the jurisdiction of the Association by Supplemental Declarations duly recorded in the Official Public Records of Real Property of Brazos County, Texas; and

WHEREAS, the Declaration provides that, during the Declarant Control Period, Declarant has the authority to amend the Declaration for any purpose, without the joinder or consent of any other party, so long as an amendment does not materially and adversely affect any substantive rights of the Lot Owners; and

WHEREAS, the Declarant Control Period remains in effect; and

WHEREAS, BCS Mission Ranch, LP, as successor Declarant, desires to amend the Declaration in a manner that does not materially and adversely affect any substantive rights of the Lot Owners;

NOW, THEREFORE, BCS Mission Ranch, LP, as successor Declarant, hereby amends the Declaration as set forth below.

1. Article I, Section F, of the Declaration, entitled "**Builder Guidelines**", is amended to read as follows:

> **F. GUIDELINES** – collectively, the following:
>
> i. **Residential Design Guidelines** – The guidelines promulgated by Declarant which set forth minimum development standards for the Community and primarily relate to the initial construction of a Residential Dwelling and related Improvements on a Lot; and
>
> ii. **Residential Modification Guidelines** – The guidelines promulgated by the Association which primarily relate to modifications and additions which may be proposed by an Owner after initial construction of the Residential Dwelling and related Improvements on the Owner's Lot and which set forth the minimum requirements and standards for various types of modifications and additions.

All references in this Declaration to "Builder Guidelines" are changed to "Guidelines".

2. Article I, Section K, of the Declaration, entitled "Declarant", is amended to read as follows:

> **K. DECLARANT** – BCS Mission Ranch, LP, a Texas limited partnership, successor of BCS Rock Prairie, LP, a Texas limited partnership, as provided in the "Notice of Designation of Successor Declarant for Mission Ranch" recorded in the Official Public Records of Real Property of Brazos County, Texas, and its successors and assigns that have been designated as such by Declarant pursuant to a written instrument duly executed by Declarant and recorded in the Official Public Records of Real Property of Brazos County, Texas.

3. Article I, Section L, of the Declaration, entitled "**Declarant Control Period**", is amended to read as follows:

> **L. DEVELOPMENT PERIOD** - The period during which Declarant reserves the right to facilitate the development, construction, and marketing of the Community. The Development Period will exist until December 31,

2030 or as long as Declarant owns a Lot subject to the provisions of this Declaration, whichever period is longer, unless Declarant terminates the Development Period on an earlier date by an instrument duly executed by Declarant and recorded in the Official Public Records of Real Property of Brazos County, Texas.

All references in this Declaration to "Declarant Control Period" are changed to "Development Period".

4. Article II, Section 2.1.B., of the Declaration, entitled "**Single Family Residential Use**", is amended to read as follows:

B. **SINGLE FAMILY RESIDENTIAL USE.** Each Owner may use his Lot and the Residential Dwelling on his Lot only for single family residential purposes. As used herein, the term "**single family residential purposes**" specifically prohibits, without limitation, the use of a Lot for a duplex apartment, a garage apartment or any other apartment, or for any multi-family use, or for any business, professional or other commercial activity of any type, unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the Residential Dwelling on the Lot for single family residential purposes. As used herein, the term "**unobtrusive**" means, without limitation, that there is no business, professional or commercial related sign, logo or symbol displayed on the Lot; there is no business, professional or commercial related sign, logo or symbol displayed on any vehicle on the Lot; there are no clients, customers, employees or the like who go to the Lot for any business, professional or commercial related purpose on any regular basis; and the conduct of the business, professional, or commercial activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic and the like.

No Lot or Residential Dwelling or other Improvement on a Lot may be used for any purpose that (i) constitutes a public or private nuisance, which determination may be made by the Board in its sole discretion; (ii) constitutes a violation of the provisions of this Declaration or any applicable law, or (iii) unreasonably interferes with the use and occupancy of the Community by other Owners.

No Owner is permitted to lease a room in the Residential Dwelling or other structure on the Owner's Lot or any portion less than the entirety of the Lot and Residential Dwelling and other Improvements on the Lot. No Owner is permitted to lease the Owner's Lot for a term that is less than six (6) months. Short-term leasing, vacation rentals and the use of the Residential Dwelling on a Lot as a bed and breakfast is strictly prohibited. Notice of a lease, together with such additional information as may be reasonably required by the Board, must be provided to the Board by the Lot Owner within ten (10) days of the date of execution of the lease agreement; provided that, the Owner may redact sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing a copy of the lease agreement to the Association. The Board may adopt reasonable rules and regulations relating to leasing and subleasing.

Every lease must provide that the lessee is bound by and subject to all the obligations under this Declaration and a failure to do so will be a default under the lease. The Owner making such lease is not relieved from any obligation to comply with the provisions of this Declaration. As used herein, the term "**lease**" means the regular exclusive occupancy of a Lot and the Residential Dwelling and other Improvements on the Lot by a person or persons other than the Owner for which the Owner receives any consideration or benefit, including without limitation, a fee, service or gratuity.

Unless otherwise approved in writing by Declarant, during the Development Period, and, thereafter, the Board of Directors, not more than two (2) full-time, live-in domestic workers, "**nannies**" or the like are entitled to reside on a Lot; for purposes of this Section, a domestic worker, nanny or the like is considered to be an immediate member of the family occupying the Lot.

No garage sale, rummage sale, estate sale, moving sale or similar type of activity is permitted on a Lot.

5. Article II, Section 2.1.N, of the Declaration entitled "**Lakes**", is amended to read as follows:

N. LAKES. Included within the land comprising the Common Area may be one (1) or more lakes (which may be identified on the applicable plat as a storm water detention area). Motorized and electrical watercraft are not allowed on any lake. Swimming in a lake in the Common Area is prohibited. The use of the Common Area must be in strict accordance with the Rules and Regulations governing the Common Area adopted and published by the Board of Directors. No domesticated ducks or geese are permitted in any lake or in the Common Area around a lake. The Association and its agents have the authority to remove and dispose of any domesticated ducks or geese kept in a lake or Common Area without liability to any party. Each Owner or other person who uses a lake in the Common Area, as well as the adjacent Common Area, does so at his/her own risk. Boats, inflatable rafts, canoes or watercraft of any kind are not permitted to be stored on the Common Area when not in use. No private or individual boat storage facility or dock may be constructed within or adjacent to any lake within the Common Area. Only a storage facility or dock constructed by or at the direction of the Association is permitted.

6. Article II, Section 2.3.A., of the Declaration, entitled "**Types of Structures**", is amended to read as follows:

A. TYPES OF BUILDINGS. No building may be erected, altered, placed or permitted to remain on a Lot other than (i) one detached Residential Dwelling together with an attached or detached private garage for not less than two (2) vehicles and (ii) not more than two (2) permitted accessory buildings, all of which are subject to the prior written approval of the Architectural Review Committee and must comply with the Guidelines.

7. Article II, Section 2.3.E, of the Declaration, entitled "**Carports/Garages**", is amended to read as follows:

> E. **CARPORTS/GARAGES.** A carport on a Lot is prohibited. A garage and a porte cochere require the prior written approval of the Architectural Review Committee and must comply in all respects with the Guidelines. Garages must be provided for all Residential Dwellings and in no case is a porte cochere permitted to act as or be substituted for a garage. Each garage on a Lot is required to be used for housing vehicles used or kept by the persons who reside on the Lot. No parking spaces in a garage may be used for the storage of personal property if the result is that there is not adequate space to park the vehicles used or kept by the residents of the Lot in the garage and on the driveway.

8. Article II, Section 2.3.H., of the Declaration, entitled "**Exterior Finish**", is amended to read as follows:

> H. **EXTERIOR FINISH.** The types, quantities, repetition and color of exterior materials used in the construction of the Residential Dwelling and Improvements on a Lot must comply with the Guidelines.

9. Article II, Section 2.3.I., of the Declaration, entitled "**Exterior Lighting and Street Numbers**", is amended to read as follows:

> I. **OUTDOOR LIGHTING AND ADDRESS MARKERS.** Outdoor lighting on a Lot must be approved in writing by the Architectural Review Committee and comply with the Guidelines. An address marker that complies with the Guidelines is required on the front elevation of each Residential Dwelling.

10. Article II, Section 2.3.P., of the Declaration, entitled "**Landscaping**", is amended to read as follows:

> P. **LANDSCAPING.** The landscaping installed on a Lot at the time of initial construction of a Residential Dwelling on the Lot must comply with all of the requirements set forth in the Guidelines. The landscape design for a Lot and replacement plants are generally required to conform to the original design and plant materials installed at the time of initial construction of a Residential Dwelling on a Lot. Modifications to planting beds or planting materials and additional landscaping after the initial landscaping requires the prior written approval of the Architectural Review Committee and must comply with the Guidelines.
>
> A principal factor in the overall design, appearance and desirability of the Community is the installation, maintenance and preservation of landscaping in the reserves throughout the Community restricted to open space and landscape uses. Landscaping installed by Declarant is a critical part of the development plan for the Community aimed at distinguishing the Community from other residential neighborhoods and constituting an important factor in the decision to purchase a Lot in the Community. The preservation of landscaping in the various reserves throughout the Community and, therefore, the preservation of the overall design and

appearance of the Community, are of utmost importance to the Declarant, not only during the Development Period, but also after the Development Period. Consequently, for a period of five (5) years after the date all Lots in the Community have been conveyed by Declarant, as evidenced by recorded deeds, the Association, acting through its Board of Directors, does not have the authority to change landscaping contractors or reduce the type or scope of landscaping services in effect as of the date all Lots in the Community have been conveyed by Declarant, without the written approval of Declarant. Provided that, the expense for landscaping services during this five (5) year period may not unreasonably increase above the then current market rate for the type and scope of landscaping services in effect as of the date all Lots in the Community have been conveyed by Declarant. As used herein, "market rate" does not necessarily mean the lowest rate at which a landscaping contractor may be willing to perform the services. Rather, it means the median rate provided by established landscape contractors who have good reputations in the industry and are able to comply with all of the Association's insurance requirements.

11. Article II, Section 2.3.Q., of the Declaration, entitled "**Swimming Pools and Other Amenities**", is amended to read as follows:

Q. **SWIMMING POOLS AND OTHER AMENITIES.** No swimming pool, outdoor hot tub, reflecting pond, sauna, whirlpool, lap pool, or other water amenity may be constructed, installed, and maintained on a Lot without the prior written approval of Architectural Review Committee. Further, a swimming pool, outdoor hot tub, reflecting pond, sauna, whirlpool, lap pool or other water amenity constructed on a Lot must comply with the Guidelines. A swimming pool or lap pool constructed on a Lot must be enclosed by fencing that complies with the Guidelines. Permanent, above-ground swimming pools are prohibited. A fountain in the front yard of a Lot is prohibited.

12. Article II, Section 2.3.R., of the Declaration, entitled "**Driveways**", is amended to read as follows:

R. **DRIVEWAYS, WALKWAYS, SIDEWALKS AND GATES.** No driveway, walkway or sidewalk may be constructed on a Lot (or, in the case of a street sidewalk, the right of way adjacent to a Lot) and no driveway, walkway or sidewalk may be modified without the prior written approval of the Architectural Review Committee and compliance with the Guidelines. Pedestrian and driveway gates require the prior written approval of the Architectural Review Committee and must comply with the Guidelines.

13. Article II, Section 2.3.T., of the Declaration, entitled "**Exterior Colors**", is amended to read as follows:

T. **EXTERIOR COLORS.** The color(s) of paint and color impregnation proposed to be used on the exterior of a Residential Dwelling or other Improvement on a Lot must be approved in writing by the Architectural Review Committee prior to application. The color scheme for the Residential Dwelling and other Improvements initially constructed on a Lot must

comply with the Guidelines and any change in the color scheme of the Residential Dwelling and related Improvements after initial construction, any repainting, and the color scheme for any new Improvement or addition to the Residential Dwelling or other Improvement on a Lot must comply with the Guidelines.

14. Section 2.3.V, entitled "**Private Water Wells**", is added to Article II of the Declaration to read as follows:

> **V. PRIVATE WATER WELLS.** The Owner of a Lot is prohibited from drilling or constructing any type of water well on the Owner's Lot.

15. Article II, Section 2.4.A., of the Declaration, entitled "**Minimum Allowable Area of Interior Living Space**", is amended to read as follows:

> **A. MINIMUM ALLOWABLE AREA OF INTERIOR LIVING SPACE.** Unless, otherwise provided in the document annexing a section of the Community, the minimum allowable area of interior living space in a Residential Dwelling on a Lot is set forth in the Guidelines. The term "**interior living space**" excludes steps, porches, exterior balconies, and garages. If the document annexing additional land sets forth minimum allowable areas of interior living space for Residential Dwellings constructed or to be constructed on Lots in the land area being annexed that differ from the minimum allowable areas of living space set forth in the Guidelines, the minimum allowable areas of living space set forth in the annexation document controls as to the Lots covered by the annexation document.

16. Article II, Section 2.4.B., of the Declaration, entitled "**Maximum Allowable Height of Building**", is amended to read as follows:

> **B. MAXIMUM ALLOWABLE HEIGHT OF BUILDING.** No Residential Dwelling on a Lot may exceed a reasonable height required for two (2) stories of living space (above finished grade) plus a pitched roof. No Residential Dwelling on a Lot may have more than two (2) stories of living space above finished grade, except in a case where a third (3rd) story of living space is contained within the volume defined by the roof plans of the Residential Dwelling.

17. Section 2.6.G, entitled "**Access Easement for Lake Maintenance**", is added to Article II of the Declaration to read as follows:

> **G. ACCESS EASEMENT FOR LAKE MAINTENANCE.** Declarant hereby reserves for itself and the Association a perpetual easement upon and across each Lot in the Community that is adjacent to Common Area in which there is a lake (which may be identified on an applicable plat as a storm water detention area) for the purpose of providing access to such Common Area to maintain the Common Area and the lake within the Common Area. The easement area is, in all instances, five (5) feet in width and extends along the entire property line of the Lot that is adjacent to the Common Area. By virtue of this easement, it is permissible for Declarant, the Association, and their respective agents, employees, and contractors, to go upon that portion of each

Lot subject to the easement for the purpose of accessing the adjacent Common Area.

Capitalized terms have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated.

Executed on the date set forth below, to become effective upon recording in the Official Public Records of Brazos County, Texas.

DECLARANT:

BCS Mission Ranch, LP,
a Texas limited partnership, Declarant

By: BCS Prairie Corp.,
a Texas corporation
its General Partner

By: _____

Print Name: Peter Barnhart

Its: Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, a notary public, on this day personally appeared Peter Barnhart, Vice President of BCS Prairie Corp., General Partner of BCS Mission Ranch, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing document and, acknowledged to me that he executed this document for the purposes and in the capacity herein expressed.

Given under my hand and seal of office this 27th day of August, 2018.

KATHY C. COUNCE
Notary Public, State of Texas
Comm. Expires 10-03-2020
Notary ID 12123579

_____
Notary Public in and for the State of Texas

Return to:
Rick S. Butler
Roberts Markel Weinberg Butler Hailey, P.C.
2800 Post Oak Blvd., Suite 5777
Houston, TX 77056

Brazos County
Karen McQueen
County Clerk

Instrument Number: 1339418
Volume : 14886

ERecordings - Real Property

Recorded On: August 27, 2018 03:37 PM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: $58.00

********** **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:		**Record and Return To:**
Document Number:	1339418	eRx
Receipt Number:	20180827000120	8600 Harry Hines Blvd. Ste 300
Recorded Date/Time:	August 27, 2018 03:37 PM	
User:	Susie C	Dallas TX 75235
Station:	CCLERK02	

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

SECOND AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS *for* MISSION RANCH (formerly called Great Oak Estates)

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

WHEREAS, BCS Rock Prairie, LP, a Texas limited partnership, as Declarant, caused the "First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Mission Ranch (formerly called Great Oak Estates)" (the "**Declaration**") to be recorded in the Official Public Records of Brazos County, Texas on December 22, 2014 under Clerk's File No. 2014-1217499, which instrument imposes various covenants, conditions, and restrictions upon the following real property:

> Great Oaks, Phase 1B, according to the plat filed of record under Volume 11730, Page 160, of the Official Records of Brazos County, Texas
>
> Great Oaks, Phase 13, according to the plat filed of record under Volume 11797, Page 179, of the Official Records of Brazos County, Texas
>
> Great Oaks, Phase 14, according to the plat filed of record under Volume 11797, Page 176, of the Official Records of Brazos County, Texas

and

WHEREAS, BCS Mission Ranch, LP, a Texas limited partnership, is the successor Declarant pursuant to the "Notice of Designation of Successor Declarant for Mission Ranch" recorded in the Official Public Records of Brazos County, Texas under Document No. 2017-1307180; and

WHEREAS, the Declaration was amended by BCS Mission Ranch, LP, as successor Declarant, by instrument entitled "First Amendment to First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Mission Ranch (formerly called Great Oak Estates)" recorded in the Official Public Records of Brazos County, Texas of August 27, 2018 under Document No. 1339418; and

WHEREAS, the Declaration provides that additional land may be annexed and subjected to the provisions of the Declaration by Declarant, without the consent of the Members of Mission Ranch Community Association, Inc. (the "**Association**"), within twenty (20) years of the date that the Declaration is recorded, by filing for record a Supplemental Declaration in the Official Public Records of Brazos County, Texas; and

WHEREAS, additional land was previously annexed and subjected to the provisions of the Declaration and the jurisdiction of the Association by Supplemental Declarations duly recorded in the Official Public Records of Brazos County, Texas; and

WHEREAS, the Declaration provides that, during the Development Period, Declarant has the authority to amend the Declaration for any purpose, without the joinder or consent of any other party, so long as an amendment does not materially and adversely affect any substantive rights of the Lot Owners; and

WHEREAS, the Development Period remains in effect; and

WHEREAS, BCS Mission Ranch, LP, as successor Declarant, desires to amend the Declaration in a manner that does not materially and adversely affect any substantive rights of the Lot Owners;

NOW, THEREFORE, BCS Mission Ranch, LP, as successor Declarant, hereby amends the Declaration as set forth below.

1. Article V, Section 5.8, of the Declaration, entitled "**Reserve Assessment**", is amended to read as follows:

> **Section 5.8. RESERVE ASSESSMENT.** Upon the first conveyance of a Lot after substantial completion of construction of a Residential Dwelling on the Lot, the purchaser of the Lot is required to pay to the Association a sum equal to the Annual Maintenance Charge in effect as of the date of closing on the sale of such Lot. The sum payable to the Association upon the sale of a Lot as provided in this section is referred to herein as the "**Reserve Assessment**". The Reserve Assessment is due and payable on the date the deed conveying the Lot to the purchaser is recorded or, if a contract for deed or similar instrument, the date the contract for deed is executed. A Reserve Assessment is not prorated as of the date of closing on the sale of a Lot. Payment of the Reserve Assessment will be in default if the Reserve Assessment is not paid on or before the due date for such payment. Reserve Assessments in default will bear interest at the rate of twelve percent (12%) per annum or the maximum, non-usurious rate, whichever is less, from the due date until paid and late charges at the same rate applicable to the Annual Maintenance Charge. All Reserve Assessments collected by the Association will be deposited into a reserve account established and maintained by the Association for capital improvements and/or the repair or refurbishment of the Common Areas. No Reserve Assessment paid by an Owner will be refunded to the Owner by the Association. The Association may enforce payment of the Reserve Assessment in the same manner which the Association may enforce payment of Annual Maintenance Charges and Special Assessments pursuant to this Article V.

2. Article VIII, Section 8.3, of the Declaration, entitled "**Annexation**", is amended to read as follows:

> **Section 8.3. ANNEXATION.** Additional land may be annexed and subjected to the provisions of this Declaration at any time by Declarant, without the joinder or consent of the Members, by recording a Supplemental Declaration applicable to the property being annexed. A Supplemental Declaration may include provisions applicable to the Lots in the annexed property that differ from the provisions in this Declaration so long as the differing provisions are reasonably determined by Declarant to be consistent with the general plan and scheme for the development of the Community. Further, additional land may be annexed and subjected to the provisions of this Declaration with the consent of not less than two-thirds (2/3) of the Members of the Association present and voting, in person or by proxy, at a meeting of the Members called for that purpose at which a quorum is present. Provided that, during the Development Period, the annexation of additional land also requires the written consent of Declarant. The annexation of additional land will be effective upon filing of record a Supplemental Declaration in the Official Public Records of Brazos County, Texas.

Capitalized terms have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated.

Except as amended herein, all provisions in the Declaration, as previously amended, remain in full force and effect.

Executed on the date set forth below, to become effective upon recording in the Official Public Records of Brazos County, Texas.

DECLARANT:

BCS Mission Ranch, LP,
a Texas limited partnership, Declarant

By: BCS Prairie Corp.,
a Texas corporation
its General Partner

By: _____
Peter Barnhart, Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, a notary public, on this day personally appeared Peter Barnhart, Vice President of BCS Prairie Corp., General Partner of BCS Mission Ranch, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing document and, acknowledged to me that he executed this document for the purposes and in the capacity herein expressed.

Given under my hand and seal of office this 13th day of September, 2018.

Kathy C. Counce
Notary Public in and for the State of Texas

KATHY C. COUNCE
Notary Public, State of Texas
Comm. Expires 10-03-2020
Notary ID 12123679

Return to:
Rick S. Butler
Roberts Markel Weinberg Butler Hailey, P.C.
2800 Post Oak Blvd., Suite 5777
Houston, TX 77056

Brazos County
Karen McQueen
County Clerk

Instrument Number: 1341230
Volume : 14922

ERecordings - Real Property

Recorded On: September 19, 2018 09:21 AM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: $42.00

********** **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:		**Record and Return To:**
Document Number:	1341230	eRx
Receipt Number:	20180919000016	8600 Harry Hines Blvd. Ste 300
Recorded Date/Time:	September 19, 2018 09:21 AM	
User:	Patsy D	Dallas TX 75235
Station:	CCLERK05	

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

THIRD AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS *for* MISSION RANCH (formerly called Great Oak Estates)

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

WHEREAS, BCS Rock Prairie, LP, a Texas limited partnership, as Declarant, caused the instrument entitled "Declaration of Covenants, Conditions and Restrictions for Great Oak Estates" (the "**Original Declaration**") to be recorded in the Official Public Records of Brazos County, Texas on December 13, 2013 under Document No. 01179117, which instrument imposed various covenants, conditions, and restrictions upon the real property described in Exhibit "A" attached thereto; and

WHEREAS, BCS Rock Prairie, LP, as Declarant, caused the "First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Mission Ranch (formerly called Great Oak Estates)" (the "**Declaration**") to be recorded in the Official Public Records of Brazos County, Texas on December 22, 2014 under Clerk's File No. 2014-1217499, which instrument amended and restated the Original Declaration in its entirety; and

WHEREAS, BCS Mission Ranch, LP, as successor Declarant, caused the Declaration to be amended by instrument entitled "First Amendment to First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Mission Ranch (formerly called Great Oak Estates)" and recorded in the Official Public Records of Brazos County, Texas of August 27, 2018 under Document No. 1339418; and

WHEREAS, BCS Mission Ranch, LP, as successor Declarant, caused the Declaration to be further amended by instrument entitled "Second Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Mission Ranch (formerly called Great Oak Estates)" and recorded in the Official Public Records of Brazos County, Texas on September 19, 2018 under Document No. 1341230; and

WHEREAS, additional land was previously annexed and subjected to the provisions of the Declaration and the jurisdiction of Mission Ranch Community Association, Inc. (the "**Association**") by successor Declarant in accordance with the provisions of the Declaration; and

WHEREAS, the Declaration provides that, during the Development Period, Declarant (or any successor Declarant) has the authority to amend the Declaration for any purpose, without the joinder or consent of any other party, so long as an amendment does not materially and adversely affect any substantive rights of the Lot Owners; and

WHEREAS, the Development Period remains in effect; and

WHEREAS, BCS Mission Ranch, LP, as successor Declarant, desires to further amend the Declaration in a manner that does not materially and adversely affect any substantive rights of the Lot Owners;

NOW, THEREFORE, BCS Mission Ranch, LP, as successor Declarant, hereby amends the Declaration as set forth below.

1. Article I, paragraph O, of the Declaration, the definition of "**Lot or Lots**", is amended to read as follows:

> **O. LOT or LOTS.** Each of the Lots shown on a Plat. All references in this Declaration to Lot or Lots includes the Great Oak Lots unless otherwise indicated.

2. Paragraph Y is added to Article I of the Declaration to read as follows:

> **Y. GREAT OAK LOT or GREAT OAK LOTS.** Each of the Lots identified in Exhibit "A" attached hereto and incorporated herein. NOTICE IS GIVEN THAT PROVISIONS IN THIS DECLARATION MAY DIFFER AS TO THE GREAT OAK LOTS FROM THOSE APPLICABLE TO THE OTHER LOTS.

3. Section 2.3.W, entitled "**Internet Service**", is added to Article II of the Declaration to read as follows:

> **W. INTERNET SERVICE.** With the exception of the Great Oak Lots, Declarant will cause Internet services to be provided to each Lot. The cost of the basic service will be billed by the Internet service provider to the Association. The basic Internet service is not optional; therefore, the Owner of each Lot (excluding the Great Oak Lots) will be billed by the Association on an annual basis for the cost of the basic service. The Owner of a Lot may obtain additional services from the Internet service provider, if so desired; however, if additional services are obtained by the Owner of a Lot, the Owner is required to pay the cost of such additional services directly to the Internet service provider.
>
> Internet services provided to a Lot (excluding the Great Oak Lots) will commence on the date of closing on the sale of a Lot with a Residential Dwelling thereon by a Builder. The annual Internet Assessment (as defined in Section 5.12 of this Declaration) will be prorated as of the date of closing for the remainder of the calendar year in which closing occurs.

Although Declarant will cause Internet services to be provided to each Lot (excluding the Great Oak Lots), neither Declarant nor the Association is an Internet service provider. The Internet services will be provided by a third party entity engaged by the Association. The service provider may be changed from time to time by the Association, as deemed appropriate by the Board of Directors, in its sole discretion.

4. Article V, Section 5.3, of the Declaration, entitled "**Basis and Maximum Annual Maintenance Charge**", is amended to read as follows:

SECTION 5.3. BASIS AND MAXIMUM ANNUAL MAINTENANCE CHARGE. Prior to January 1, 2019, the maximum Annual Maintenance Charge is $900.00 per Lot. Commencing on January 1, 2019, the maximum Annual Maintenance Charge is $1,035.00 per Lot. From and after 2019, the maximum Annual Maintenance Charge may be automatically increased, effective January 1 of each year, by an amount equal to a fifteen percent (15%) increase over the prior year's maximum Annual Maintenance Charge without a vote of the Members of the Association. From and after 2019, the maximum Annual Maintenance Charge may be increased above fifteen percent (15%) only if approved either (a) in writing by a majority of the Members or (b) by the vote of not less than two-thirds (2/3) of the Members present and voting, in person or by proxy, at a meeting of the Members called for that purpose at which a quorum is present. After consideration of anticipated operating costs and future needs of the Association, the Board of Directors may fix the Annual Maintenance Charge at an amount not in excess of the maximum amount established pursuant to this Section. Except as provided in this Section and in Section 5.7, the Annual Maintenance Charge levied against each Lot must be uniform.

Notwithstanding the provisions in this Section or any other provision in the Declaration, the maximum Annual Maintenance Charge applicable to each Great Oak Lot for 2019 (and each preceding year) is $300.00. The maximum Annual Maintenance Charge applicable to the Great Oak Lots may not be increased until January 1 of the year next following the year in which the Community swimming pool is substantially completed. Beginning in the year next following the year in which the Community swimming pool is substantially completed and continuing each year thereafter, the maximum Annual Maintenance Charge applicable to the Great Oak Lots will be the same as the maximum Annual Maintenance Charge applicable to the other Lots. For purposes of this Section, the Community swimming pool is deemed to be substantially completed on the date it is capable of being used for its intended purpose.

5. Article V, Section 5.8, of the Declaration, entitled "**Reserve Assessment**", is amended to read as follows:

Section 5.8. RESERVE ASSESSMENT. Except as provided in this Section, upon the conveyance of a Lot on which a Residential Dwelling exists, the purchaser of the Lot is required to pay to the Association a sum equal to the Annual Maintenance Charge in effect as of the date of closing

on the sale of the Lot. The sum payable to the Association upon the sale of a Lot as provided in this Section is referred to herein as the "**Reserve Assessment**". The Reserve Assessment is due and payable on the date the deed conveying the Lot to the purchaser is recorded or, if a contract for deed or similar instrument, the date the contract for deed is executed. A Reserve Assessment is not prorated as of the date of closing on the sale of a Lot. Payment of the Reserve Assessment will be in default if the Reserve Assessment is not paid on or before the due date for such payment. Reserve Assessments in default will bear interest at the rate of twelve percent (12%) per annum or the maximum, non-usurious rate, whichever is less, from the due date until paid and late charges at the same rate applicable to the Annual Maintenance Charge. All Reserve Assessments collected by the Association will be deposited into a reserve account established and maintained by the Association for capital improvements and/or the repair or refurbishment of the Common Areas. No Reserve Assessment paid by an Owner will be refunded to the Owner by the Association. Payment of each Reserve Assessment is secured by the continuing lien established in this Article V. The Association may enforce payment of the Reserve Assessment in the same manner that the Association may enforce payment of Annual Maintenance Charges and Special Assessments pursuant to this Article V.

A Reserve Assessment is not payable upon the conveyance of a Lot under the following circumstances:

(a) the conveyance of a Lot by Declarant;

(b) the first conveyance of a Lot by a Builder after the Builder completes the construction of a Residential Dwelling on the Lot (but a Reserve Assessment is payable on each subsequent conveyance of the Lot); or

(c) the first conveyance of a Lot after the date this instrument is recorded by the person or entity who is the record Owner of the Lot as of the date this instrument is recorded (but a Reserve Assessment is payable on each subsequent conveyance of the Lot).

6. Section 5.12, entitled "**Internet Assessment**", is added to Article V of the Declaration to read as follows:

Section 5.12. INTERNET ASSESSMENT. As provided in Section 2.3.W of this Declaration, Declarant will cause Internet services to be provided to each Lot other than the Great Oak Lots. Each Lot (excluding the Great Oak Lots) is subject to an annual assessment payable to the Association to cover the basic cost for Internet services (the "**Internet Assessment**"). The initial rate of the Internet Assessment is $360.00 per year. The rate of the Internet Assessment may be adjusted by the Association (increased or decreased) as the cost of the basic cost charged to the Association by the Internet service provider is adjusted. The Internet Assessment commences as to a Lot (excluding the Great Oak Lots) on the date of closing on the sale of the Lot with a Residential Dwelling thereon by a Builder. The Internet Assessment will be prorated as of the date of closing for the remainder of the calendar year in which closing occurs. The initial Internet Assessment payable on a Lot is due on the date of closing; thereafter, the Internet Assessment is due

and payable on the 1st day of January of each year. An Internet Assessment which is not paid at closing and, thereafter, an Internet Assessment which is not paid and received by the Association by the 31st day of January of the year in which it becomes due will be deemed to be delinquent and, without notice, will bear interest at the rate of twelve percent (12%) per annum or the maximum, non-usurious rate, whichever is less, from the date originally due until paid and late charges at the same rate applicable to the Annual Maintenance Charge. Payment of each Internet Assessment is secured by the continuing lien established in this Article V. The Association may enforce payment of the Internet Assessment in the same manner that the Association may enforce payment of Annual Maintenance Charges and Special Assessments pursuant to this Article V. In addition, the Association may cause Internet services provided to a Lot to be suspended during the period in which an Internet Assessment or portion thereof levied against that Lot is delinquent. If Internet services provided to a Lot are suspended, the Association may charge to the Owner any costs incurred to suspend the services and any costs incurred to reinstate the services. The suspension of Internet services is in addition to, not in lieu of, all other remedies available to the Association for non-payment of an Internet Assessment.

Capitalized terms have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated.

Except as amended herein, all provisions in the Declaration, as previously amended, remain in full force and effect.

Executed on the date set forth below, to become effective upon recording in the Official Public Records of Brazos County, Texas.

DECLARANT:

BCS Mission Ranch, LP,
a Texas limited partnership, Declarant

By: BCS Prairie Corp.,
a Texas corporation
its General Partner

By: _____
Peter Barnhart, Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, a notary public, on this day personally appeared Peter Barnhart, Vice President of BCS Prairie Corp., General Partner of BCS Mission Ranch, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing document and, acknowledged to me that he executed this document for the purposes and in the capacity herein expressed.

Given under my hand and seal of office this 7th day of December, 2018.

Kathy C. Counce
Notary Public in and for the State of Texas

KATHY C. COUNCE
Notary Public, State of Texas
Comm. Expires 10-03-2020
Notary ID 12123579

Return to:
Rick S. Butler
Roberts Markel Weinberg Butler Hailey, P.C.
2800 Post Oak Blvd., Suite 5777
Houston, TX 77056

EXHIBIT "A"

Lot Number	Block Number	Great Oaks, Phase
19	1	13
1	6	13
2	6	13
3	6	13
4	6	13
5	6	13
20	1	14
21	1	14
22	1	14
23	1	14
24	1	14
25	1	14
26	1	14
27	1	14
28	1	14
29	1	14
30	1	14
31	1	14
32	1	14
33	1	14
34	1	14
35	1	14
9	4	1A
10	4	1A
1	5	1A
10	3	1B
8	5	1B

Brazos County
Karen McQueen
County Clerk

Instrument Number: 1347589
Volume : 15049

ERecordings - Real Property

Recorded On: December 07, 2018 02:27 PM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: $54.00

********** **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:		**Record and Return To:**
Document Number:	1347589	eRx
Receipt Number:	20181207000065	8600 Harry Hines Blvd. Ste 300
Recorded Date/Time:	December 07, 2018 02:27 PM	
User:	Patsy D	Dallas TX 75235
Station:	CCLERK05	

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

FOURTH AMENDMENT TO
FIRST AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
for
MISSION RANCH
(formerly called Great Oak Estates)

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

WHEREAS, BCS Rock Prairie, LP, a Texas limited partnership, as Declarant, caused the instrument entitled "Declaration of Covenants, Conditions and Restrictions for Great Oak Estates" (the "**Original Declaration**") to be recorded in the Official Public Records of Brazos County, Texas on December 13, 2013 under Document No. 01179117, which instrument imposed various covenants, conditions, and restrictions upon the real property described in Exhibit "A" attached thereto; and

WHEREAS, BCS Rock Prairie, LP, as Declarant, caused the "First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Mission Ranch (formerly called Great Oak Estates)" (the "**Declaration**") to be recorded in the Official Public Records of Brazos County, Texas on December 22, 2014 under Clerk's File No. 2014-1217499, which instrument amended and restated the Original Declaration in its entirety; and

WHEREAS, BCS Mission Ranch, LP, a Texas limited partnership, is the successor Declarant (the "**Declarant**") pursuant to the "Notice of Designation of Successor Declarant for Mission Ranch" recorded in the Official Public Records of Brazos County, Texas under Document No. 2017-1307180; and

WHEREAS, BCS Mission Ranch, LP, as successor Declarant, caused the Declaration to be amended by instrument entitled "First Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Mission Ranch (formerly called Great Oak Estates)" and recorded in the Official Public Records of Brazos County, Texas on August 27, 2018 under Document No. 1339418; and

WHEREAS, BCS Mission Ranch, LP, as successor Declarant, caused the Declaration to be further amended by instrument entitled "Second Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Mission Ranch (formerly called Great Oak Estates)" and recorded in the Official Public Records of Brazos County, Texas on September 19, 2018 under Document No. 1341230; and

WHEREAS, BCS Mission Ranch, LP, as successor Declarant, caused the Declaration to be further amended by instrument entitled "Third Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Mission Ranch (formerly called Great Oak

Estates)" and recorded in the Official Public Records of Brazos County, Texas on December 7, 2018 under Document No. 1347589; and

WHEREAS, additional land was previously annexed and subjected to the provisions of the Declaration and the jurisdiction of Mission Ranch Community Association, Inc. (the "**Association**") by Declarant in accordance with the provisions of the Declaration; and

WHEREAS, the Declaration provides that, during the Development Period, Declarant (or any successor Declarant) has the authority to amend the Declaration for any purpose, without the joinder or consent of any other party, so long as an amendment does not materially and adversely affect any substantive rights of the Lot Owners; and

WHEREAS, the Development Period remains in effect; and

WHEREAS, BCS Mission Ranch, LP, as successor Declarant, desires to further amend the Declaration in a manner that does not materially and adversely affect any substantive rights of the Lot Owners;

NOW, THEREFORE, BCS Mission Ranch, LP, as successor Declarant, hereby amends the Declaration as follows.

1. Article I, Section L, of the Declaration, entitled "**Development Period**" is amended to read as follows:

> **L. DEVELOPMENT PERIOD** – The period during which Declarant reserves the right to facilitate the development, construction, and marketing of the Community. The Development Period will exist until December 31, 2050 or as long as Declarant owns a Lot subject to the provisions of this Declaration, whichever period is longer, unless Declarant terminates the Development Period on an earlier date by an instrument duly executed by Declarant and recorded in the Official Public Records of Real Property of Brazos County, Texas.

2. Article II, Section 2.3.P., of the Declaration, entitled "**Landscaping**", is amended to read as follows:

> **P. LANDSCAPING.** The landscaping installed on a Lot at the time of initial construction of a Residential Dwelling on the Lot must comply with all of the requirements set forth in the Residential Design Guidelines. The landscape design for a Lot and replacement plants are generally required to conform to the original design and plant materials installed at the time of initial construction of a Residential Dwelling on the Lot. Modifications to planting beds or plant materials and additional landscaping after the initial landscaping

require the prior written approval of the Architectural Review Committee and must comply with the Residential Modification Guidelines.

The installation of drought-resistant landscaping and water-conserving natural turf require the prior written approval of the Architectural Review Committee and will be reviewed by the Architectural Review Committee to ensure, to the extent practicable, maximum aesthetic compatibility with other landscaping in Mission Ranch. Full green lawns (turf) are, as a general rule, required in the front yard space and the space along the side of the Residential Dwelling on a Lot not enclosed by a fence. Rock or similar hardscape may be incorporated into the landscaping if approved in writing by the Architectural Review Committee; provided that, a solid rock yard or similar type of hardscape is not permitted in the front yard of a Lot or in a side yard that is not enclosed by a fence. Cacti and cactus gardens that are visible (in whole or in part) from a street in the Community or Common Area are prohibited.

3. Section 9.8, entitled "**Community Name and Logo**", is added to Article IX of the Declaration to read as follows:

SECTION 9.8. COMMUNITY NAME AND LOGO. The brand of the Community has been established through the consistent use of the name of the Community, the logo and tagline for Mission Ranch, and the color scheme for the logo. The name, logo and tagline, and color scheme identify the Community and the unique amenities within the Community and distinguish the Community from other residential neighborhoods. The preservation of the name, logo and tagline, and color scheme is critical to promote the Community and the desirability of living in the Community. The name "Mission Ranch", the logo ("Mission" with a curved line and "Ranch" below "Mission"), and the tagline ("Where Community Rings True") are or will be registered service marks. The name of the Community, the logo, the tagline and the color scheme for the logo are not permitted to be changed in any respect without the prior written consent of Declarant. Further, the name of the Association is not permitted to be changed without the prior written consent of Declarant. This section of the Declaration may not be amended unless the amendment is approved by Declarant, as evidenced by its execution of the amendment document.

Capitalized terms used herein have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated.

Except as amended herein, all provisions in the Declaration, as previously amended, remain in full force and effect.

Executed on the date of the acknowledgement, to become effective upon recording in the Official Public Records of Real Property of Brazos County, Texas.

DECLARANT:

BCS Mission Ranch, LP,
a Texas limited partnership, Declarant
By: BCS Prairie Corp.,
a Texas corporation
its General Partner

By: _____
Printed: Peter Barnhart
Its: Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, a notary public, on this day personally appeared Peter Barnhart Vice President of BCS Prairie Corp., General Partner of BCS Mission Ranch, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing document and, acknowledged to me that he executed this document for the purposes and in the capacity herein expressed.

Given under my hand and seal of office this 19th day of December, 2019.

KATHY C. COUNCE
Notary Public, State of Texas
Comm. Expires 10-03-2020
Notary ID 12123579

Kathy C. Counce
Notary Public in and for the State of Texas

Brazos County
Karen McQueen
County Clerk

Instrument Number: 1380846
Volume : 15757

ERecordings - Real Property

Recorded On: December 20, 2019 07:57 AM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: $42.00

********** **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:		**Record and Return To:**
Document Number:	1380846	eRx
Receipt Number:	20191220000004	8600 Harry Hines Blvd. Ste 300
Recorded Date/Time:	December 20, 2019 07:57 AM	
User:	Patsy D	Dallas TX
Station:	CCLERK05	

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

Bill & Return to
University Title Company
P.O. Drawer DT
College Station, Texas 77841

GF# Courtesy Ken

Doc 01179117 | Bk OR | Vol 11760 | Pg 264

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GREAT OAK ESTATES

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

THIS DECLARATION is made on the date hereafter set forth by BCS Rock Prairie, LP, a Texas limited partnership ("**Declarant**").

WHEREAS, Declarant is the owner of the real property in Brazos County, Texas described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "**Property**"); and

WHEREAS, Declarant desires to establish and preserve a general and uniform plan for the improvement, development, sale and use of the Property (and any other real property that may be annexed and subjected to the provisions of this Declaration) for the benefit of the present and future owners of lots therein;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, conditions, restrictions, easements, liens and charges set forth in this Declaration, as such Declaration may be hereafter amended and supplemented.

ARTICLE I
DEFINITIONS

As used in this Declaration, the terms set forth below shall have the following meanings:

A. ANNUAL MAINTENANCE CHARGE - The annual assessment made and levied by the Association against each Owner and his Lot in accordance with the provisions of this Declaration.

B. ARCHITECTURAL REVIEW COMMITTEE - The Architectural Review Committee established and empowered in accordance with Article III of this Declaration.

C. ASSOCIATION - Great Oaks Community Association, Inc. a Texas non-profit corporation, its successors and assigns.

D. BOARD or BOARD OF DIRECTORS - The Board of Directors of the Association, whether the Appointed Board or any subsequent Board.

E. BUILDER - A person or entity engaged by the Owner of a Lot within the Subdivision for the purpose of constructing a Residential Dwelling on the Owner's Lot. The Architectural Review Committee has the authority to approve or disapprove a Builder prior to the commencement of construction on the basis of the experience and reputation of the Builder and the ability of the Builder to obtain (and maintain throughout the entire construction period) all insurance required to be maintained by the Builder pursuant to the Architectural Guidelines and/or Builder Guidelines. The intent of the requirement that a Builder be approved by the Architectural Review Committee prior to the commencement of construction is to attempt to assure that the Builder has sufficient experience and financial responsibility to complete the work in accordance with the approved Plans and in a timely manner. The Owner of a Lot shall not act as the Builder of the Residential Dwelling to be constructed on the Owner's Lot without the prior written approval

of the Architectural Review Committee and then only if the Owner has sufficient experience in new home construction, as determined by the Architectural Review Committee, in its sole discretion. The approval of a Builder shall not be construed in any respect as a representation or warranty by the Architectural Review Committee, Declarant, the Association, or any of their representatives, to any person or entity that the Builder has any particular level of knowledge or expertise or that any Residential Dwelling constructed by the Builder shall be a particular quality. It shall be the sole responsibility of each person or entity that engages a Builder to construct a Residential Dwelling on the Owner's Lot to determine the quality of that Builder's workmanship and the suitability of the Builder to construct a Residential Dwelling of the type and design constructed or to be constructed on the Lot.

F. BUILDER GUIDELINES - Guidelines established by Declarant for the purpose of outlining the minimum acceptable standards for a Residential Dwelling and related Improvements on a Lot. During the Declarant Control Period or as long as Declarant has architectural control authority over new Residential Dwelling construction, whichever is longer, Declarant shall have the authority to revise the Builder Guidelines from time to time as deemed appropriate; provided that, any revisions to the Builder Guidelines shall be applied prospectively, not retroactively. Thereafter, the Board of Directors shall have the authority to revise the Builder Guidelines. In the event of any conflict between the Builder Guidelines and the Declaration, the Declaration shall control. However, the two (2) documents shall be read together in an effort to avoid conflicts and harmonize all provisions.

G BYLAWS - The ByLaws of the Association.

H. CERTIFICATE OF FORMATION - The Certificate of Formation of the Association.

I. COMMON AREA - Any real property and improvements thereon owned or maintained by the Association for the common use and benefit of the Owners.

J. DECLARANT - BCS Rock Prairie, LP, a Texas limited partnership, its successors and assigns that have been designated as such by Declarant pursuant to a written instrument duly executed by Declarant and recorded in the Official Public Records of Real Property of Brazos County, Texas.

K. DECLARANT CONTROL PERIOD - The period of Declarant control of the Association during which Declarant may appoint and remove Board members and the officers of the Association, other than Board members elected by Owners other than Declarant, as provided in the Bylaws of the Association. The Declarant Control Period shall exist so long as Declarant owns any Lot subject to the provisions of this Declaration, unless Declarant terminates the Declarant Control Period on an earlier date by an instrument duly executed by Declarant and recorded in the Official Public Records of Real Property of Brazos County, Texas.

L. IMPROVEMENT - Any Residential Dwelling, building, structure, fixture, or fence, any transportable structure placed on a Lot, whether or not affixed to the land, and any addition to, or modification of an existing Residential Dwelling, building structure, fixture or fence.

M. LOT or LOTS - Each of the Lots shown on the recorded Plat for Great Oak Estates and the recorded Plat for any other section of Great Oak Estates duly annexed and subjected to the provisions of this Declaration.

N. MAINTENANCE FUND - Any accumulation of the Annual Maintenance Charges collected by the Association in accordance with the provisions of this Declaration and interest, penalties, assessments and other sums and revenues collected by the Association pursuant to the provisions of this Declaration.

O. MEMBER or MEMBERS - All Owners who are Members of the Association as provided in Article IV hereof.

P. MORTGAGE - A security interest, mortgage, deed of trust, or lien instrument granted by an Owner to secure the payment of a loan made to such Owner, duly recorded in the Official Public Records of Real Property of Brazos County, Texas, and creating a lien or security interest encumbering a Lot and some or all Improvements thereon.

Q. OWNER or OWNERS - Any person or persons, firm, corporation or other entity or any combination thereof that is the record owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

R. PLAT - The recorded plat for the Property recorded in the Map Records of Brazos County, Texas; the recorded plat for any other section of the Subdivision recorded in the Map Records of Brazos County, Texas; and any replat of any such plat.

S. PLANS - The final construction plans and specifications (including a related site plan) of any Residential Dwelling or other Improvement of any kind to be erected, placed, constructed, maintained or altered on any Lot.

T. PROPERTY - The real property described in Exhibit "A" to this Declaration; and any other property that may be annexed and subjected to the provisions of this Declaration by a Supplemental Declaration duly executed by Declarant and recorded in the Official Public Records of Real Property of Brazos County, Texas. There are a total of 650 Lots that may be created and made a part of the Property, the subject of this Declaration, and the jurisdiction of the Association. Declarant reserves the right to facilitate the development, construction, and marketing of the property and the right to direct the size, shape, and composition of the Property until such time that all of the Lots that may be created have been made a part of the Property, the subject of this Declaration, and the jurisdiction of the Association, and such Lots have been conveyed to Owners other than Declarant.

U. RESIDENTIAL DWELLING - The single family residence and appurtenances constructed on a Lot.

V. RULES AND REGULATIONS - Rules adopted from time to time by the Board concerning the management and administration of the Subdivision for the use, benefit and enjoyment of the Owners, including Rules and Regulations governing the use of any Common Area.

W. SUBDIVISION - The Property, together with all Improvements now or hereafter situated thereon and all rights and appurtenances thereto.

ARTICLE II
GENERAL PROVISIONS RELATING TO USE AND OCCUPANCY

SECTION 2.1. USE RESTRICTIONS.

A. GENERAL. The Property shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration.

B. SINGLE FAMILY RESIDENTIAL USE. Each Owner shall use his Lot and the Residential Dwelling on his Lot for single family residential purposes only. As used herein, the term "**single family residential purposes**" shall be deemed to specifically prohibit, but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, professional or other commercial activity of any

type, unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the Residential Dwelling for residential purposes. As used herein, the term "**unobtrusive**" means, without limitation, that there is no business, professional or commercial related sign, logo or symbol displayed on the Lot; there is no business, professional or commercial related sign, logo or symbol displayed on any vehicle on the Lot; there are no clients, customers, employees or the like who go to the Lot for any business, professional or commercial related purpose on any regular basis; and the conduct of the business, professional, or commercial activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic and the like.

No Owner shall use or permit such Owner's Lot or the Residential Dwelling or other Improvement on the Lot to be used for any purpose that (i) constitutes a public or private nuisance, which determination may be made by the Board in its sole discretion; (ii) constitutes a violation of the provisions of this Declaration or any applicable law, or (iii) unreasonably interferes with the use and occupancy of the Subdivision by other Owners.

No Owner shall be permitted to lease the Owner's Lot for hotel or transient purposes. For purposes of this Section, any lease term that is less than six (6) months shall be deemed to be a lease for hotel or transient purposes. Every lease shall provide that the lessee shall be bound by and subject to all the obligations under this Declaration and a failure to do so shall be a default under the lease. The Owner making such lease shall not be relieved from any obligation to comply with the provisions of this Declaration. No Owner shall be permitted to lease a room in the Residential Dwelling or other structure on a Lot or any portion less than the entirety of the Lot and Residential Dwelling and other Improvements on the Lot.

Unless otherwise approved in writing by Declarant, during the Declarant Control Period, and, thereafter, the Board of Directors, not more than two (2) full-time, live-in domestic workers, "**nannies**" or the like shall be entitled to reside on a Lot; for purposes of this Section, a domestic worker, nanny or the like shall be considered an immediate member of the family occupying the Lot.

No garage sale, rummage sale, estate sale, moving sale or similar type of activity is permitted on a Lot.

C. PASSENGER VEHICLES. No Owner, lessee, or occupant of a Lot, including all persons who reside with such Owner, lessee or occupant of the Lot, shall park, keep or store any vehicle on the Lot which is visible from any street in the Subdivision or any neighboring Lot other than a passenger vehicle or pick-up truck and then only if parked on the driveway for a period not exceeding forty-eight (48) consecutive hours. For purposes of this Declaration, the term "**passenger vehicle**" is limited to a vehicle which displays a passenger vehicle license plate issued by the State of Texas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Texas, and a sport utility vehicle used as a family vehicle (whether or not the sport utility vehicle displays a passenger or truck vehicle license plate); the term "**pick-up truck**" is limited to a one (1) ton capacity pick-up truck which has not been adapted or modified for commercial use. No passenger vehicle or pick-up truck owned or used by the residents of a Lot shall be permitted to be parked on any street in the Subdivision or any unpaved portion of a Lot. No guest of an Owner, lessee or other occupant of a Lot shall be entitled to park on any street in the Subdivision overnight, or on any uncovered portion of the driveway of a Lot for a period longer than forty-eight (48) consecutive hours.

No inoperable vehicle of any kind shall be parked, kept or stored in a street or on a Lot if visible from any street in the Subdivision or any neighboring Lot. As used herein, a vehicle is deemed to be inoperable if it does not display all required current permits and licenses, it is on a

jack or does not have fully inflated tires, or it is not otherwise capable of being legally operated on a public street or right of way.

D. OTHER VEHICLES. No mobile home trailer, utility trailer, recreational vehicle, boat or the like shall be parked, kept or stored in a street or on a Lot if visible from any street in the Subdivision or any neighboring Lot. A mobile home trailer, utility trailer, recreational vehicle or boat may be parked in the garage on a Lot or other structure approved by the Architectural Review Committee, out of public view; provided that, if parked in the garage, there must be adequate space in the garage and on the driveway for all passenger vehicles used or kept by the Owner, lessee, or occupant of the Lot or in a street.

E. VEHICLE REPAIRS. No passenger vehicle, pick-up truck, mobile home trailer, utility trailer, recreational vehicle, boat or other vehicle of any kind shall be constructed, reconstructed, or repaired on a Lot within the Subdivision if visible from any street in the Subdivision or any neighboring Lot.

F. NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate on or adjacent to 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 to its occupants. No nuisance shall be permitted to exist or operate on a Lot. For the purpose of this Section, a nuisance shall be any activity or condition on a Lot which is reasonably considered to be an annoyance to surrounding residents of ordinary sensibilities or which might be calculated to reduce the desirability of the Lot or any surrounding Lot. The Board of Directors is authorized to determine whether any activity or condition on a Lot constitutes a nuisance or is offensive and its reasonable, good faith determination shall be conclusive and binding on all parties.

G. TRASH; TRASH CONTAINERS. No garbage or trash, or garbage or trash container, shall be maintained on a Lot so as to be visible from any street in the Subdivision or any neighboring Lot except to make the same available for collection and then only the shortest time reasonably necessary to effect such collection. Garbage and trash made available for collection shall be placed in tied trash bags or covered containers, or as otherwise provided in any trash disposal contract entered into by the Association.

H. CLOTHES DRYING. No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on a Lot. No clothes shall be aired or dried outside if visible from any street in the Subdivision or any neighboring Lot.

I. ANIMALS. A reasonable number of generally recognized house or yard pets may be maintained on a Lot but only if they are kept thereon solely as domestic pets and not for commercial purposes. For purposes of this section, all types of pigs, including without limitation, Vietnamese pot-bellied pigs, are deemed not to be generally recognized house or yard pets and are prohibited. No generally recognized house or yard pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any generally recognized house or yard pet shall be maintained on a Lot if visible from any street in the Subdivision or any neighboring Lot without the prior written consent of the Architectural Review Committee. With the exception of all types of pigs, which are prohibited, the Board shall have the authority to determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal or bird is a generally recognized house or yard pet, the number of generally recognized house or yard pets on a Lot is reasonable, and a particular animal or bird is a nuisance, and its reasonable, good faith determination shall be conclusive and binding on all parties.

J. DISEASES AND INSECTS. No Owner shall permit any thing or condition to exist on a Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

K. RESTRICTION ON FURTHER SUBDIVISION. No Lot shall be further subdivided, and no portion less than the entirety of a Lot as shown on the applicable Plat shall be conveyed by any Owner without the prior written approval of Declarant, during the Declarant Control Period, and, thereafter, the Board of Directors.

L. CONSOLIDATION OF LOTS. Notwithstanding any provision in this Declaration to the contrary, an Owner of adjoining Lots may consolidate such Lots into one (1) building site, with the privilege of constructing a Residential Dwelling on the resulting site, in which event set back lines shall be measured from the resulting side property lines rather than from the side lot lines indicated on the Plat; provided that, the consolidation of two (2) or more adjoining Lots shall require the prior written consent of Declarant, during the Declarant Control Period and, thereafter, the Board of Directors, and in no event shall more than three (3) adjoining Lots be consolidated. The Owner of such Lots must also comply with any replatting requirements imposed by any governmental entity having jurisdiction. Any such consolidated building site must have a frontage at the building setback line of not less than the minimum frontage shown on the Plat. Upon the consolidation of adjoining Lots, the consolidated building site shall not be considered a single Lot for purposes of voting rights and assessments; rather, the Lots comprising the consolidated building site (as shown on the Plat) shall be treated separately for purposes of voting rights and assessments.

M. SIGNS. No signs whatsoever (including but not limited to commercial, political and similar signs) shall be erected or maintained on a Lot if visible from any street in the Subdivision or a neighboring Lot, except:

(i) Street signs and such other signs as may be required by law;

(ii) During the time of construction of any Residential Dwelling or other Improvement (defined to be from the date that construction commences until the fourteenth day after substantial completion of the Residential Dwelling or other Improvement), one job identification sign having a face area not larger than four (4) square feet;

(iii) A "**for sale**" sign, not larger than six (6) square feet and not extending more than four (4) feet above the ground;

(iv) Ground mounted political signs as permitted by law; and

(v) Home security signs and school spirit signs, but only if expressly authorized by the Builder Guidelines and then only in strict compliance with the Builder Guidelines.

Declarant, during the Declarant Control Period and, thereafter, the Association, shall have the authority to go upon a Lot and remove any sign displayed on the Lot in violation of this Section and dispose of the sign without liability in trespass or otherwise.

N. LAKES. Included within the land comprising the Common Area will be lakes. Motorized and electrical watercraft are not allowed on any lake. There shall be no swimming in any lake in the Common Area. The use of the Common Area shall be in strict accordance with the Rules and Regulations governing the Common Area adopted and published by the Board of Directors. No domesticated ducks or geese are permitted in any lake or in the Common Area around a lake. The Association or its agent shall have the authority to remove and dispose of any domesticated ducks or geese kept in a lake or Common Area without liability to any party. Each Owner or other person who uses a lake in the Common Area, as well as the adjacent Common Area, does so at his/her own risk. No boats, inflatable rafts, canoes or watercraft of any kind shall be stored in the Common Area when not in use. No boat storage facility or dock may be

constructed within or adjacent to any lake within the Common Area other than a storage facility or dock constructed by or at the direction of the Association.

O. EXEMPTIONS. No provision in this Declaration shall be construed to prevent Declarant, or its duly authorized agents, from erecting or maintaining structures or signs on Lots or Common Areas necessary or convenient to the development, construction, advertisement, sale, operation or other disposition of Lots and Residential Dwellings on Lots within the Subdivision. Further, no provision in this Declaration shall be constructed to prevent Declarant from granting permission to a Builder to erect or maintain structures or signs on Lots necessary or convenient to the construction and sale of Residential Dwellings within the Subdivision. "**Structures**" shall include, without limitation, temporary construction trailers. office trailers, and sales trailers. In addition, Declarant reserves the right and authority during the Declarant Control Period or as long as Declarant has architectural control authority over new Residential Dwelling construction, whichever is longer, to use the Residential Dwelling on any Lot it owns or to allow a Builder to use the Residential Dwelling on any Lot the Builder owns as a model home and/or sales office. Any bank or other lender providing financing to Declarant in connection with the development of the Subdivision or the construction of Improvements thereon may erect signs on Lots owned by Declarant to identify such lender and the fact that it is supplying such financing.

SECTION 2.2. DECORATION, ALTERATIONS, MAINTENANCE, AND REPAIRS.

A. DECORATION AND ALTERATIONS. Subject to the provisions of this Declaration and the Builder Guidelines, each Owner shall have the right to modify, alter, repair, decorate, redecorate or improve the Residential Dwelling and other Improvements on such Owner's Lot provided that all such action is performed with a minimum inconvenience to other Owners and does not constitute a nuisance. Notwithstanding the foregoing, the Architectural Review Committee shall have the authority to require any Owner to remove or eliminate any object situated on an Owner's Lot or the Residential Dwelling or other Improvement on the Lot that is visible from any street in the Subdivision or any other Lot if, in the Architectural Review Committee's sole judgment, such object detracts from the visual attractiveness of the Subdivision.

B. MAINTENANCE AND REPAIR. No Residential Dwelling or Improvement on a Lot shall be permitted to fall into disrepair, and each such Residential Dwelling or other Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner of the Lot at such Owner's sole cost and expense. The Board of Directors shall have the exclusive authority to determine whether an Owner is maintaining his Lot in a reasonable manner and the Board of Director's reasonable, good faith determination shall be conclusive and binding on all parties. In the event the Owner of a Lot fails to keep the exterior of the Residential Dwelling or other Improvement on the Lot in good condition and repair, and such failure continues after ten (10) days written notice from the Association, or such longer period, if required by law, the Association may at its option, without liability to the Owner or occupant of the Lot in trespass or otherwise, enter upon the Lot and repair and/or paint the exterior of the Residential Dwelling or other Improvement on the Lot and otherwise cause the Residential Dwelling or other Improvement on the Lot to be placed in good condition and repair, and to do every other thing necessary to secure compliance with this Declaration, and may charge the Owner of the Lot for the cost of such work. The Owner agrees by the purchase of such Lot to pay such charge, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien created in Article V of this Declaration. Interest thereon at the rate of twelve percent (12%) per annum, or the maximum, non-usurious rate, whichever is less, shall begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

SECTION 2.3. TYPE OF CONSTRUCTION AND MATERIALS.

A. TYPES OF STRUCTURES. No structures shall be erected, altered, placed or permitted to remain on any Lot other than (i) one detached, single family dwelling not to exceed the height limitation set forth in Section 2.4, paragraph B, together with an attached or detached private garage for not less than two (2) nor more than four (4) vehicles and (ii) not more than two (2) permitted accessory buildings, all of which are subject to approval by the Architectural Review Committee. A two (2) story garage with living area on the second level is allowed, but only with the prior written approval of the Architectural Review Committee.

Quarters for a live-in domestic worker, nanny or the like may be on either the ground floor or the second floor of the Residential Dwelling, or garage on the Lot; provided that, if a garage includes quarters for a domestic worker, nanny or the like, the Architectural Review Committee shall have the authority to impose more stringent requirements for approval of the garage than may be applicable to a garage that does not include a living area.

B. STORAGE. Without the prior written consent of the Architectural Review Committee, no building materials of any kind or character shall be placed or stored on a Lot more than thirty (30) days before the construction of a Residential Dwelling or other Improvement is commenced. All materials permitted to be placed on a Lot shall be placed within the property lines of the Lot. After the commencement of construction of any Residential Dwelling or other Improvement on a Lot, the work thereon shall be prosecuted diligently, to the end that the Residential Dwelling or other Improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Upon the completion of the construction, any unused materials shall be removed immediately from the Lot.

C. SITE CONDITIONS DURING CONSTRUCTION. Each Lot on which construction is taking place shall be cleaned on a daily basis. No dumping or washing of concrete trucks on individual Lots or on any street in the Subdivision is permitted. Each Builder shall keep the Lot free from the accumulation of waste materials, rubbish, and construction debris. Waste materials, rubbish and construction debris shall be placed in a container that prevents such items from being windblown onto a neighboring Lot or in the Common Area. Each Builder shall provide a port-a-can on each Lot during the period of construction of a Residential Dwelling or any other substantial Improvement, as determined by the Architectural Review Committee. The port-a-can shall be placed on the Lot at the location designated by the Architectural Review Committee, such location being intended to be the least obtrusive location that still enables the port-a-can to be regularly maintained.

D. TEMPORARY STRUCTURES. No structures of a temporary character, trailer (with or without wheels and whether or not attached to a foundation), mobile home (with or without wheels and whether or not attached to a foundation), modular or prefabricated home, tent, shack, or other temporary building, shall be placed on any Lot, either temporarily or permanently. No house, garage or other structure appurtenant thereto shall be moved upon any Lot from another location. Notwithstanding the foregoing, as provided in Section 2.1, paragraph D, of this Declaration, Declarant reserves the exclusive right to erect, place and maintain, and to permit Builders and contractors to erect, place and maintain facilities within the Subdivision as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and sale of Residential Dwellings and construction of other Improvements in the Subdivision.

E. CARPORTS/GARAGES. No carport or porte cochere shall be constructed on a Lot without the prior written consent of the Architectural Review Committee. Garages must be provided for all Residential Dwellings and in no case shall a carport or porte cochere act as or be substituted for a garage. No garage shall be placed or maintained on any easement. All garages shall be enclosed by metal or wood garage doors with a paneled design in order to be

harmonious in quality and color with the exterior of the appurtenant Residential Dwelling. Each garage on a Lot is required to be used for housing passenger vehicles used or kept by the persons who reside on the Lot. As provided in Section 2.1, paragraph D, a garage may also be used to store or house a mobile home trailer, utility trailer, recreational vehicle or boat so long as there is adequate space in the garage and on the driveway to park all passenger vehicles used or kept by the residents of the Lot. No parking spaces in a garage may be used for the storage of personal property if the result is that there is not adequate space to park the passenger vehicles used or kept by the residents of the Lot in the garage and on the driveway.

F. AIR CONDITIONERS. No exterior window, roof or wall type air conditioner shall be used, placed or maintained on or in any Residential Dwelling, garage or other Improvement on a Lot if visible from any street in the Subdivision or any neighboring Lot.

G. ANTENNAS. Satellite dish antennas which are forty (40) inches or smaller in diameter and antennas designed to receive television broadcast signals may be installed, provided they are installed in the least obtrusive location that still enables the receipt of an acceptable quality signal. All other antennas are prohibited.

H. EXTERIOR FINISH. The exterior of the front of the Residential Dwelling on each Lot, excluding doors, shutters, trim work, eaves and dormers, must be comprised of ninety percent (90%) brick, stone or stucco material and the exterior of the first floor of each side and the rear of the Residential Dwelling on a Lot, excluding doors, shutters, trim work, eaves and dormers, must be comprised of one hundred percent (100%) brick, stone or stucco material, unless otherwise approved in writing by the Architectural Review Committee; all other exterior materials other than brick, stone or stucco are required to be one hundred percent (100%) masonry materials. For purposes of this provision, stucco (except stucco built according to the E.F.I.S. system), Hardi-plank and any substantially similar material shall be considered a masonry material. All permitted stucco shall be applied to a metal lathe with an appropriate air space between the stucco and the paper barrier. All brick, stonework, stucco material and mortar must be approved by the Architectural Review Committee as to type, size, color and application. The Architectural Review Committee shall maintain a brick and stone pallet of approved selections for proposed Improvements. Concrete steps, stoops or porches must be finished in tile, brick or stone, unless otherwise approved by the Architectural Review Committee. No concrete, concrete block or cinder block shall be used as an exposed building surface. Any concrete, concrete block or cinder block utilized in the construction of a Residential Dwelling or for retaining walls and foundations shall be finished in the same materials utilized for the remainder of the Residential Dwelling. Metal flashing, valleys, vents and gutters installed on a Residential Dwelling shall blend or be painted to blend with the color of the exterior materials to which they are adhered or attached. Brick or stone on the exterior of a Residential Dwelling may not be painted without the prior written consent of the Architectural Review Committee.

I. EXTERIOR LIGHTING AND STREET NUMBERS. All exterior lighting on a Lot must be approved by the Architectural Review Committee as to type, location and illumination. No exterior lighting shall be directed toward another Lot or illuminate beyond the boundaries of the Lot on which the lighting fixture is situated. All street numbers displayed on a Lot must be approved by the Architectural Review Committee.

J. MAILBOXES. Cluster mailboxes will be used for the Lots in the Subdivision. Accordingly, individual mailboxes are prohibited.

K. ROOFING. The roofing materials to be installed on any Residential Dwelling or other Improvement must be approved in writing by the Architectural Review Committee prior to installation and comply with the provisions of the Builders Guidelines. All such vents, stacks and other projections from the roof of any Residential Dwelling shall be located on the rear roof of

such Residential Dwelling and shall blend or be painted to blend with the color of the roofing material as provided in the Builders Guidelines.

L. CHIMNEYS. The exterior of all chimneys must be approved in writing by the Architectural Review Committee and comply with the provisions of the Builders Guidelines.

M. WINDOW TREATMENTS AND DOORS. Reflective glass shall not be permitted on the exterior of any Residential Dwelling or other Improvement. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or other purposes except as approved in writing by the Architectural Review Committee. Burglar bars or doors shall not be permitted on the exterior of any windows or doors. Screen doors shall not be used on the front or side of any Residential Dwelling. No aluminum or metal doors with glass fronts (e.g., storm doors) shall be allowed on the front of any Residential Dwelling; provided that, metal or fiberglass front doors (which are not storm doors) are permitted if approved by the Architectural Review Committee.

N. UTILITY METERS AND HVAC EQUIPMENT. All electrical, gas, telephone and cable television meters shall be located at the rear of all Residential Dwellings. All exterior heating, ventilating and air-conditioning compressor units and equipment on a Lot shall be located at the rear of the Residential Dwelling or at the side of the Lot screened from view in a manner approved by the Architectural Review Committee.

O. RECREATIONAL FACILITIES. Free-standing play structures, basketball goals, outdoor cooking equipment and other recreational facilities must be approved in writing by the Architectural Review Committee prior to construction or placement on a Lot and comply with the provisions of the Builder Guidelines.

P. LANDSCAPING.

(1) The landscaping plan for each Lot shall be submitted to the Architectural Review Committee for approval pursuant to the provisions of Article III.

(2) All landscaping for a Lot shall be completed in accordance with the landscaping plan approved by the Architectural Review Committee no later than thirty (30) days following the date that the Residential Dwelling is ready for occupancy. The Builder Guidelines shall set forth minimum landscaping requirements for Lots in the Subdivision.

(3) No hedge or shrubbery shall be placed or permitted to remain on a Lot where such hedge or shrubbery interferes with traffic sight-lines for streets within the Subdivision. The determination of whether any such obstruction exists shall be made by the Architectural Review Committee, and its reasonable, good faith determination shall be conclusive and binding on all parties.

(4) Rock or similar hardscape may be incorporated into the landscaping if approved in writing by the Architectural Review Committee; provided that, a solid rock yard or similar type of hardscape is not permitted in the front yard of a Lot or in the side yard of a Lot if visible from the street in front of the Lot at ground level or, if a corner Lot, the side street adjacent to the Lot at ground level.

(5) No rocks, rock walls or other substances shall be placed on a Lot as a front or side yard border. No bird baths, fountains, reflectors, statues, lawn sculptures, artificial plants, rock gardens, rock walls, free-standing bird houses or other fixtures and accessories shall be placed or installed within the front or side yards of a Lot, unless approved in writing by the Architectural Review Committee.

(6) No vegetable, herb or similar garden or plants shall be planted or maintained in the front yard of a Lot or in the side yard of a Lot if visible from the street in front of the Lot at ground level or, if a corner Lot, the side street adjacent to the Lot at ground level.

(7) Grass on a Lot shall not be permitted to grow to a height in excess of nine (9) inches, measured from the surface of the ground.

(8) Seasonal or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall be removed from each Lot, Residential Dwelling or other Improvement within a reasonable period of time after such holiday passes. In the event of any dispute, the decision of the Architectural Review Committee concerning a reasonable period of time shall be conclusive and binding on all parties.

Q. SWIMMING POOLS AND OTHER AMENITIES. In-ground swimming pools, outdoor hot tubs, reflecting ponds, saunas, whirlpools, lap pools, and other water amenities may be constructed, installed, and maintained on a Lot only with the prior written approval of Architectural Review Committee. A swimming pool or lap pool constructed on a Lot must be enclosed by tubular steel fencing that conforms to the uniform standards (type, height, color, materials, etc.) set forth in the Builder Guidelines. Above-ground swimming pools, whether portable or permanent, are prohibited.

R. DRIVEWAYS. A driveway on a Lot shall not exceed eighteen (18) feet in width except as required for garage, porte cochere or carport access and then only as permitted in writing by the Architectural Review Committee. No driveway on a Lot shall be less than ten (10) feet in width. A driveway on a Lot shall be located a minimum of ten (10) feet from the side building line, unless otherwise approved in writing by the Architectural Review Committee. The materials used in the construction of any sidewalk on a Lot that is visible from the street in front of the Lot at ground level or, if a corner Lot, the side street adjacent to the Lot at ground level, must be approved in writing by the Architectural Review Committee and comply with the provisions of the Builder Guidelines.

S. LOT MAINTENANCE. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner. In no event shall an Owner use any Lot for storage of materials and equipment (except for normal residential requirements or incident to construction of Improvements thereon as herein permitted) or permit the accumulation of garbage, trash or rubbish of any kind thereon. Owners shall not burn anything on any Lot; provided that, this provision shall not be construed to prohibit cooking on an outdoor pit. The Owners or occupants of any Lots at the intersection of streets, where the rear yard or portion of the Lot is visible to full public view, shall screen the following from public view: yard equipment, wood piles and storage piles that are incident to the normal residential requirements of a typical family. The Board of Directors shall have the exclusive authority to determine whether an Owner is maintaining his Lot in a reasonable manner and the Board of Director's determination shall be conclusive and binding on all parties. In the event the Owner or occupant of any Lot fails to maintain the Lot in a reasonable manner as required by this Declaration and such failure continues after ten (10) days written notice from the Association, or such longer period, if required by law, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon the Lot and cause the Lot to be mowed, edged and cleaned, cause the landscaping beds to be weeded and cleaned, cause shrubs and trees to be trimmed or pruned, cause dead or diseased shrubs or trees to be removed, and to do every other thing necessary to secure compliance with this Declaration, and may charge the Owner of such Lot for the cost of such work. The Owner agrees by the purchase or occupancy of such Lot to pay such charge, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien created in Article V of this Declaration. Interest thereon at the rate of twelve percent (12%) per annum or the maximum, non-usurious rate, whichever is less, shall begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

T. EXTERIOR COLORS. Iridescent colors or tones considered to be brilliant are not permitted. Exterior colors shall be generally limited to earth tones and forest tones. The purpose

of this covenant is to maintain harmony of the exterior paint colors of the Improvements throughout the Subdivision. All exterior colors and color impregnations require the prior written approval of the Architectural Review Committee and comply with the provisions of the Builder Guidelines.

U. TREE REMOVAL. No tree (other than a dead tree) with a caliper of four (4) inches or more that is not within the area seven and one-half (7 ½) feet around the foundation of the Residential Dwelling and garage constructed or to be constructed on a Lot shall be removed from any Lot without the prior written approval of the Architectural Review Committee. A dead tree shall be removed from a Lot within thirty (30) days of the date that it is determined the tree is no longer growing.

SECTION 2.4. SIZE AND LOCATION OF RESIDENTIAL DWELLINGS.

A. MINIMUM ALLOWABLE AREA OF INTERIOR LIVING SPACE. The minimum allowable area of interior living space in a one-story Residential Dwelling on a Lot shall be two thousand eight hundred (2,800) square feet. The minimum allowable area of interior living space in a two (2) story Residential Dwelling on a Lot shall be three thousand (3,000) square feet. The minimum allowable area of interior living space in the ground floor of a two (2) story Residential Dwelling on a Lot shall be two thousand four hundred (2,400) square feet. Provided that, the Supplemental Declaration applicable to Lots in a section of the Subdivision hereafter annexed and subjected to the provisions of this Declaration may set forth different requirements for the minimum allowable area of interior living space for Residential Dwellings constructed on Lots in that section. For purposes of this Declaration, the term "**interior living space**" excludes steps, porches, exterior balconies and garages.

B. MAXIMUM ALLOWABLE HEIGHT OF BUILDING. No Residential Dwelling on a Lot shall exceed a reasonable height required for two (2) stories of living space (above finished grade) plus a pitched roof. No Residential Dwelling on a Lot shall have more than two (2) stories of living space above finished grade, except in a case where a third (3rd) story of living space is contained within the volume defined by the roof plans of the Residential Dwelling; provided that, no Residential Dwelling on a Lot shall exceed a height of forty-five (45) feet above finished grade. No garage or other Improvement on a Lot shall exceed the actual height of the Residential Dwelling on the Lot.

C. LOCATION OF IMPROVEMENTS - SETBACKS. Building setbacks applicable to Lots may be shown on the applicable Plat. Building setbacks are also addressed in the Builder Guidelines. **NOTICE IS HEREBY GIVEN THAT THE SETBACKS APPLICABLE TO LOTS, AS SET FORTH IN THE BUILDER GUIDELINES, MAY BE MORE RESTRICTIVE THAN THE SETBACKS SHOWN ON THE APPLICABLE PLAT. IN ADDITION, NOTICE IS HEREBY GIVEN THAT THE SUPPLEMENTAL DECLARATION APPLICABLE TO LOTS IN A SECTION OF THE SUBDIVISION HEREAFTER ANNEXED AND SUBJECTED TO THE PROVISIONS OF THIS DECLARATION MAY SET FORTH SETBACKS APPLICABLE TO THE LOTS IN THAT SECTION THAT ARE DIFFERENT THAN THE SETBACKS APPLICABLE TO LOTS IN ANOTHER SECTION.** The Architectural Review Committee shall have the authority to grant variances from the setbacks applicable to a particular Lot, in the manner provided in Article III, Section 3.12, when, in its sole discretion, a variance is deemed necessary or appropriate.

D. COMPLIANCE WITH BUILDER GUIDELINES. All Owners and Builders are obligated to strictly comply with all provisions of the Builder Guidelines in effect as of the date of recording this Declaration and as such Builder Guidelines may hereafter be adopted, amended and/or supplemented. In the event that a Builder fails to comply with the provisions of the Builder Guidelines and does not correct the violation within ten (10) days of the date of receipt of written notice of the violation from Declarant, or such longer period that may, in the sole discretion of

Declarant, be stipulated in the notice, Declarant shall have the authority to impose a fine against the Builder in the amount of $100.00 each day that the violation continues to exist after the period specified in the notice to correct the violation. Any fines imposed against a Builder in accordance with this Section shall be payable to the Association. Payment of such fines shall be the personal obligation of the Builder; provided that, payment of such fines shall also be secured by the lien referred to and established in Article V of this Declaration against the Lot, if owned by the Builder.

SECTION 2.5. FENCES.

A. FENCES ON LOTS. All fencing on Lots must be approved in writing by the Architectural Review Committee as to type, materials, height and location and comply with the provisions of the Builder Guidelines. Provided that, no portion of a fence constructed on a Lot shall be chain link, barbed wire or razor wire.

B. MAINTENANCE OF FENCES. Ownership of any fence erected on a Lot shall pass with title to such Lot and it shall be the responsibility of the Owner of the Lot (or the Owners in the event of a fence located on a common property line) to maintain such fence. In the event the applicable Owner or Owners fails to maintain any fence in a reasonable manner as required by this Section and such failure continues after ten (10) days written notice from the Association, the Association may, at its option, without liability to the Owner or Owners in trespass or otherwise, enter upon the Lot and cause the fence to be repaired or maintained and to do every other thing necessary to secure compliance with this Declaration, and may charge the Owner or Owners for the cost of such work. The Board of Directors shall have the exclusive authority to determine whether a fence on a Lot is being maintained in a reasonable manner and the Board of Director's reasonable, good faith determination shall be conclusive and binding on all parties. Each Owner agrees by the purchase of his Lot, to pay such charge, plus fifty percent (50%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges shall be secured by the lien created in Article V of this Declaration. Interest thereon at the rate of twelve percent (12%) per annum or the maximum, non-usurious rate, whichever is less, shall begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

C. FENCES ERECTED BY DECLARANT. Declarant shall have the right, but not the obligation, to construct fences within or around the Subdivision which are deemed by the Declarant to enhance the appearance of the Subdivision. An Owner shall be responsible for any damage to a fence constructed by or at the direction of the Declarant which is caused by such Owner or his family members, or the negligent, but not the intentional, acts of his guests, agents or invitees. Further, any Builder who constructs a Residential Dwelling or other Improvement on any such Lot shall be responsible for any damage to a fence constructed by or at the direction of Declarant which is caused by such Builder or its employees, agents or subcontractors during the course of constructing a Residential Dwelling or other Improvement on the Lot. The obligation to maintain and repair any fence constructed by Declarant on any Common Area shall pass with title to the Common Area to the Association.

D. ATTACHMENTS. No item, structure or Improvement may be attached to a fence without the written consent of the Architectural Review Committee.

SECTION 2.6. RESERVATIONS AND EASEMENTS.

A. UTILITY EASEMENTS. Declarant reserves the utility easements, roads and rights-of-way shown on the Plat for the construction, addition, maintenance and operation of all necessary utility systems including systems of electric light and power supply, telephone service, cable television service, gas supply, water supply and sewer service, including systems for utilization of services resulting from advances in science and technology. There is hereby created

an easement upon, across, over and under all of the Subdivision for ingress and egress for the purpose of installing, replacing, repairing and maintaining all utilities. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying services to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, under the land within the utility easements now or from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this paragraph, no utilities or appurtenances thereto may be installed or relocated on the Subdivision until approved by Declarant or the Board.

B. ADDITIONAL EASEMENTS. Declarant reserves the right to impose further restrictions and dedicate additional easements and roadway rights of way by instrument recorded in the Official Public Records of Real Property of Brazos County, Texas or by express provisions in conveyances, with respect to Lots that have not been sold by Declarant.

C. CHANGES TO EASEMENTS. Declarant reserves the right to make changes in and additions to all easements for the purpose of aiding in the most efficient and economic installation of utility systems.

D. MINERAL RIGHTS. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or other parcel of land in the Subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to any oil, gas, coal, lignite, uranium, iron ore, or any other minerals, water (surface or underground), gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under authority of Declarant or its agents or Utility Companies through, along or upon said easements or any part thereof to serve said Lot or other parcel of land or any other portions of the Subdivision. Declarant hereby expressly reserves the right to maintain, repair, sell or lease such lines, utilities, drainage facilities and appurtenances to any public service corporation or other governmental agency or to any other party. Notwithstanding the fact that the title conveyed by Declarant to any Lot or other parcel of land in the Subdivision by contract, deed, or other conveyances shall not be held or construed to include the title to oil, gas, coal, lignite, uranium, iron ore or any other minerals, Declarant shall have no surface access to the Subdivision for mineral purposes.

E. DRAINAGE. No Owner of a Lot shall be permitted to construct Improvements on such Lot or to grade such Lot or permit such Lot to remain in or be placed in such condition that rain water falling on such Lot drains to any other Lot or Common Area. It is the intent of this provision to preserve natural drainage. The Declarant may, but shall not be required to, install drainage inlets or underground drains within the utility easement on one or more Lots. If so, no Owner shall in any manner obstruct or interfere with such drainage system. If drains are not installed by Declarant, an underground drainage system may be required on a Lot by the Architectural Review Committee to assure proper drainage on the Lot.

F. ELECTRIC DISTRIBUTION SYSTEM. An electric distribution system will be installed in the Subdivision, which service area embraces all of the Lots which are platted in the Subdivision. This electrical distribution system shall consist of underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. The Owner of each Lot containing a single dwelling unit, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and

at the meter. Declarant has or will have either by designation on the Plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted or will grant to the various Owners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various Owner's to permit installation, repair and maintenance of each Owner's owned, and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit, shall, at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as service is maintained, the electric service to each dwelling unit therein shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the electric distribution system at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Subdivision is being developed for residential dwelling units, consisting solely of homes, all of which are designed to be permanently located where originally constructed which are built for sale or rent.

ARTICLE III
ARCHITECTURAL APPROVAL

SECTION 3.1. ARCHITECTURAL REVIEW COMMITTEE. The Architectural Review Committee shall consist of three (3) members, all of whom shall be appointed by Declarant, except as otherwise set forth herein. Declarant shall have the continuing right to appoint all three (3) members until the earlier of (a) the date that the Declarant Control Period terminates, or (b) the date Declarant elects to discontinue such right of appointment by written notice to the Board. Thereafter, the Board shall have the right to appoint all members. During the Declarant Control Period, members of the Architectural Review Committee are not required to be Members of the Association. Upon termination of the Declarant Control Period, all members of the Architectural Review Committee are required to be Members of the Association. Members of the Architectural Review Committee appointed by Declarant may be removed at any time and shall serve until resignation or removal by Declarant. Members of the Architectural Review Committee appointed by the Board may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board. Notwithstanding any provision in this Declaration to the contrary, if, upon the termination of the Declarant Control Period, there are Lots on which a Residential Dwelling has not been constructed, the authority to approve or disapprove plans for a Residential Dwelling to be constructed on any such Lot shall remain vested in Declarant.

SECTION 3.2. APPROVAL OF IMPROVEMENTS REQUIRED. In order to preserve the architectural and aesthetic appearance and the natural setting and beauty of the development, to establish and preserve a harmonious design for the development and to protect and promote the value of the Lots and the Residential Dwellings and Improvements thereon, no Improvements of any nature shall be commenced, erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on any Lot by any Owner, other than Declarant, which affect the exterior appearance of any Lot or the Residential Dwelling or other Improvement on a Lot unless Plans therefor have been submitted to and approved by the Architectural Review Committee in accordance with the terms and provisions of this Article. Without limiting the foregoing, the construction and installation of any Residential Dwelling, sidewalk, driveway, mailbox, deck, landscaping, swimming pool, greenhouse, play structure, awning, wall, fence, exterior lighting, garage, guest or servant's quarters, or any other Improvement shall not be undertaken, nor shall any exterior addition to or change or alteration be made (including, without

limitation, painting or staining of any exterior surface) to any Residential Dwelling or other Improvement, unless the Plans for the same have been submitted to and approved by the Architectural Review Committee in accordance with the terms and provisions of this Article.

The Architectural Review Committee is hereby authorized and empowered to approve all Plans and the construction of all Residential Dwellings and other Improvements on any Lot and the Builder of such Improvements. Prior to the commencement of any Residential Dwelling or other Improvement on a Lot, the Owner thereof shall submit to the Architectural Review Committee Plans and related data for all such Improvements, as required by the Builder Guidelines.

The Architectural Review Committee shall, in its sole discretion, determine whether the Plans and other data submitted by any Owner for approval are acceptable. One copy of all Plans and related data so submitted to the Architectural Review Committee shall be retained in the records of the Architectural Review Committee and the other copy shall be returned to the Owner submitting the same marked "approved", "approved as noted" or "disapproved". The Architectural Review Committee may establish and change from time to time, if deemed appropriate, a non-refundable fee sufficient to cover the expense of reviewing Plans and related data and to compensate any consulting architects, landscape architects, designers, engineers, inspectors and/or attorneys retained in order to approve such Plans and to monitor and otherwise enforce the terms hereof (the "**Submission Fee**").

The Architectural Review Committee shall have the right to disapprove any Plans on any ground which is consistent with the objectives and purposes of this Declaration, including purely aesthetic considerations; failure to comply with any of the provisions of this Declaration or the Builder Guidelines; failure to provide requested information; objection to exterior design, appearance or materials; objection on the ground of incompatibility of any such proposed Improvement with the general plan of development for the Subdivision; objection to the location of any proposed Improvements on any such Lot or Residential Dwelling; objection to the landscaping plan for such Lot; objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any Improvement; or any other matter which, in the sole judgment of the Architectural Review Committee, would render the proposed Improvement inharmonious with the general plan of development for the Subdivision. The Architectural Review Committee shall have the right to approve any submitted Plans with conditions or stipulations by which the Owner of such Lot shall be obligated to comply and must be incorporated into the Plans for the Residential Dwelling or other Improvement. Approval of Plans by the Architectural Review Committee for the Residential Dwelling or other Improvement to be constructed on a Lot shall not be deemed an approval or otherwise obligate the Architectural Review Committee to approve similar Plans for a Residential Dwelling or other Improvement to be constructed on another Lot.

Any revisions, modifications or changes in any Plans previously approved by the Architectural Review Committee must be approved by the Architectural Review Committee in the same manner specified above.

If construction of the Residential Dwelling or other Improvement has not substantially commenced (e.g., by clearing and grading, pouring of footing and otherwise commencing framing and other related construction work) within ninety (90) days of approval by the Architectural Review Committee of the Plans for such Residential Dwelling or other Improvement (or such longer period if agreed to in writing by the Architectural Review Committee), then no construction may be commenced (or continued) on such Lot and the Owner of such Lot shall be required to resubmit all Plans for any Residential Dwelling or other Improvement to the Architectural Review Committee for approval in the same manner specified above.

SECTION 3.3. ADDRESS OF COMMITTEE. The address of the Architectural Review Committee shall be at the principal office of the Association, unless a notice of an alternative address for the Architectural Review Committee is recorded in the Official Public Records of Real Property of Brazos County, Texas.

SECTION 3.4. BUILDER GUIDELINES. If the Builder Guidelines impose requirements that are more stringent than the provisions of this Declaration, without directly conflicting with the provisions of the Declaration, the provisions of the Builder Guidelines shall control, it being the intent of the Declarant to allow the Builder Guidelines to supplement the Declaration on matters generally relating to architectural control and the discretionary authority vested in the Architectural Review Committee. However, the Builder Guidelines and this Declaration shall be read together in an effort to avoid conflicts and harmonize all provisions.

SECTION 3.5. FAILURE OF COMMITTEE TO ACT ON PLANS. Any request for approval of a proposed Improvement on a Lot shall be deemed disapproved by the Architectural Review Committee, unless approval is transmitted to the Owner by the Architectural Review Committee within thirty (30) days of the date of actual receipt by the Architectural Review Committee of the request. A written request for additional information or materials shall also be deemed to be a disapproval of a request, whether or not so stated in the written request.

SECTION 3.6. PROSECUTION OF WORK AFTER APPROVAL. After approval of any proposed Improvement on a Lot, the proposed Improvement shall be prosecuted diligently and continuously and shall be completed within the time frame approved by the Architectural Review Committee and in strict conformity with the description of the proposed Improvement in the Plans submitted to the Architectural Review Committee. Construction procedures and requirements may be set forth in the Builder Guidelines.

SECTION 3.7. NOTICE OF COMPLETION. Promptly upon completion of the Improvement on a Lot, the Owner shall deliver a notice of completion ("**Notice of Completion**") to the Architectural Review Committee and, for all purposes hereunder, the date of receipt of such Notice of Completion by the Architectural Review Committee shall be deemed to be the date of completion of such Improvement, provided that the Improvement is, in fact, completed as of the date of receipt of the Notice of Completion.

SECTION 3.8. INSPECTION OF WORK. The Architectural Review Committee or its duly authorized representative shall have the right to inspect any Improvement on a Lot before or after completion, provided that the right of inspection shall terminate sixty (60) days after the Architectural Review Committee actually receives a Notice of Completion from the Owner.

SECTION 3.9. NOTICE OF NONCOMPLIANCE. If, as a result of inspections or otherwise, the Architectural Review Committee finds that any Improvement on a Lot has been constructed or undertaken without obtaining the approval of the Architectural Review Committee, or has been completed other than in strict conformity with the description and materials furnished by the Owner to the Architectural Review Committee, or has not been completed within the required time period after the date of approval by the Architectural Review Committee, the Architectural Review Committee shall notify the Owner in writing of the noncompliance ("**Notice of Noncompliance**"), which notice shall be given, in any event, within sixty (60) days after the Architectural Review Committee receives a Notice of Completion from the Owner. The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance. If the Owner does not comply with the Notice of Noncompliance within the period specified by the Architectural Review Committee, the Association may, acting through the Board, at its option but with no obligation to do so, (a) record a Notice of Noncompliance against the Lot on which the noncompliance exists in the Official Public Records of Real Property of Brazos County, Texas; (b) remove the non-complying Improvement on the Lot and/or (c) otherwise remedy the noncompliance (including, if

applicable, completion of the Improvement in question), and, if the Board elects to take any action with respect to such violation, the Owner shall reimburse the Association upon demand for all expenses incurred therewith. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Board to take such action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise. Any expenses incurred by the Association as a result of the Owner's noncompliance, plus fifty percent (50%) of such costs for overhead and supervision and interest thereon (from the date an invoice is submitted to Owner) at the rate of twelve percent (12%) per annum, or the maximum, non-usurious rate, whichever is less, shall be charged to the Owner's assessment account and collected in the same manner as provided in Article V.

SECTION 3.10. FAILURE OF COMMITTEE TO ACT AFTER NOTICE OF COMPLETION. If, for any reason other than the Owner's act or neglect, the Architectural Review Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt by the Architectural Review Committee of a written Notice of Completion from the Owner, the Improvement on the Lot shall be deemed in compliance if the Improvement on the Lot in fact was completed as of the date of Notice of Completion; provided, however, that no such deemed approval shall operate to permit any Owner to construct or maintain any Improvement on a Lot that violates any provision of this Declaration or the recorded Builder Guidelines, the Architectural Review Committee at all times retaining the right to object to any Improvement on a Lot that violates this Declaration or the recorded Builder Guidelines.

SECTION 3.11. NO IMPLIED WAIVER OR ESTOPPEL. No action or failure to act by the Architectural Review Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Architectural Review Committee or the Board of Directors, with respect to any Improvement on a Lot. Specifically, the approval by the Architectural Review Committee of an Improvement on a Lot shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement on another Lot or any similar proposals, Plans, specifications, or other materials submitted with respect to any other Improvement on a Lot by such person or otherwise.

SECTION 3.12. POWER TO GRANT VARIANCES. The Architectural Review Committee may authorize variances from compliance with any of the provisions of Article II of this Declaration (except for the provisions relating to single family residential construction and use), including restrictions upon placement of structures, the time for completion of construction of Improvements on a Lot or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Review Committee. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of any variance affect the jurisdiction of the Architectural Review Committee other than with respect to the subject matter of the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned.

SECTION 3.13. COMPENSATION OF ARCHITECTURAL REVIEW COMMITTEE MEMBERS. The members of the Architectural Review Committee shall not be compensated for their services; however, the members of the Architectural Review Committee shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve.

SECTION 3.14. ESTOPPEL CERTIFICATES. The Board of Directors, upon the reasonable request of any interested party and after confirming any necessary facts with the Architectural Review Committee, shall furnish a certificate with respect to the approval or disapproval of any Improvement on a Lot or with respect to whether any Improvement on a Lot was made in compliance with the provisions of this Declaration and the Builder Guidelines. Any person, without actual notice of any falsity or inaccuracy of such a certificate, shall be entitled to rely on such certificate with respect to all matters set forth therein.

SECTION 3.15. NONLIABILITY FOR ARCHITECTURAL REVIEW COMMITTEE ACTION. None of the members of the Architectural Review Committee, the Association, any member of the Board of Directors, or Declarant shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Architectural Review Committee, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Architectural Review Committee shall not inspect, guarantee or warrant the workmanship of the Improvement, including its design, construction, safety, whether structural or otherwise, conformance with building codes, or other governmental laws or regulations or whether the Improvement is suitable or fit for its intended purpose. Furthermore, neither Declarant, the Association, the Board, the Architectural Review Committee, or their officers, agents, members, or employees shall be liable for any incidental or consequential damages relating to the failure to inspect an Improvement or portion thereof, after construction.

SECTION 3.16. CONSTRUCTION PERIOD EXCEPTION. During the course of actual construction of any permitted Improvement on a Lot, and provided construction is proceeding with due diligence, the Architectural Review Committee may temporarily suspend the provisions of Article II contained in this Declaration as to the Lot upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that during the course of any such construction, nothing shall be done that will result in a violation of any of the provisions of this Declaration upon completion of construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Subdivision.

SECTION 3.17. SUBSURFACE CONDITIONS. The approval of Plans by the Architectural Review Committee for any Residential Dwelling or other Improvement on a Lot shall not be construed in any respect as a representation or warranty by the Architectural Review Committee or Declarant to the Owner or Builder submitting such Plans or to any of the successors or assigns of such Owner that the surface or subsurface conditions of such Lot are suitable for the construction of the Improvement contemplated by such Plans. It shall be the sole responsibility of each Owner and/or Builder to determine the suitability and adequacy of the surface and subsurface conditions of any Lot for the construction of any contemplated Improvement thereon.

SECTION 3.18. LANDSCAPING. No landscaping, grading, excavation or fill work of any nature should be implemented or installed by any Owner on any Lot unless and until landscaping plans therefor have been submitted to and approved by the Architectural Review Committee in accordance with the provisions of this Article III.

ARTICLE IV
MANAGEMENT AND OPERATION OF SUBDIVISION

SECTION 4.1. MANAGEMENT BY ASSOCIATION. The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, administration, and operation of the Subdivision as herein provided for and as provided for in the Certificate of Formation, Bylaws, and Rules and Regulations. The business and affairs of the Association shall be managed by its Board of Directors. The Declarant shall determine the number of Directors and appoint, dismiss and reappoint all of the members of

the Board during the Declarant Control Period, other than Board members elected by Owners other than Declarant as provided in the Bylaws of the Association. The Board may engage the Declarant or any entity, whether or not affiliated with Declarant, to perform the day to day functions of the Association and to provide for the management, administration and operation of the Subdivision. The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to manage and operate the Subdivision in accordance with this Declaration, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements on matters of maintenance, trash pick-up, repair, administration, patrol services, operation of recreational facilities, or other matters.

SECTION 4.2. MEMBERSHIP IN ASSOCIATION. Each Owner of a Lot, whether one or more persons or entities, shall, upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership.

SECTION 4.3. VOTING OF MEMBERS. Subject to any limitations set forth in this Declaration or the ByLaws, each Member other than Declarant shall be a Class A Member entitled to one (1) vote per Lot owned on each matter submitted to a vote of the Members. Declarant shall be a Class B Member having seven (7) votes for each Lot owned. No Member shall be entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Lot in the Subdivision to the Secretary of the Association. In the event that ownership interests in a Lot are owned by more than one Class A Member of the Association, such Class A Members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one (1) vote be cast for each Lot. Such Class A Members shall appoint one of them as the Class A Member who shall be entitled to exercise the vote of that Lot at any meeting of the Association. Such designation shall be made in writing to the Board of Directors and shall be revocable at any time by actual written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Lot is owned by more than one Class A Member of the Association, and no single Class A Member is designated to vote on behalf of the Class A Members having an ownership interest in such Lot, then the Class A Member exercising the vote for the Lot shall be deemed to be designated to vote on behalf of the Class A Members having an ownership interest in the Lot. All Members of the Association may attend meetings of the Association and all Members may exercise their vote at such meetings either in person or proxy. Occupants of Lots who are not Members of the Association may attend meetings of the Association and serve on committees (except the Architectural Review Committee, after Class B membership in the Association ceases to exist). Fractional votes and split votes will not be permitted. The decision of the Board of Directors as to the number of votes which any Member is entitled to cast, based upon the number of Lots owned by him, shall be conclusive and binding on all parties.

Class B membership in the Association shall cease and be converted to Class A membership upon the termination of the Declarant Control Period, or on any earlier date selected by Declarant and evidenced by a written notice recorded in the Official Public Records of Real Property of Brazos County, Texas.

SECTION 4.4. MEETINGS OF THE MEMBERS. Annual and special meetings of the Members of the Association shall be held at such place and time and on such dates as shall be specified or provided in the Bylaws.

SECTION 4.5. PROFESSIONAL MANAGEMENT. The Board shall have the authority to retain, hire, employ or contract with such professional management companies or personnel as the Board deems appropriate to perform the day to day functions of the Association and to provide for the administration and operation of the Subdivision as provided for herein and as provided for in the Bylaws.

SECTION 4.6. BOARD ACTIONS IN GOOD FAITH. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Members or any other party.

SECTION 4.7. STANDARD OF CONDUCT. The Board of Directors, the officers of the Association, and the Association shall have the duty to represent the interests of the Owners in a fair and just manner. Any act or thing done by any Director, officer or committee member taken in furtherance of the purposes of the Association, and accomplished in conformity with the Declaration, Certificate of Formation, ByLaws and the laws of the State of Texas, shall be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing shall not be a breach of duty on the part of the Director, officer or committee member if taken or done within the exercise of their discretion and judgment. The Business Judgment Rule means that a court shall not substitute its judgment for that of the Director, officer or committee member. A court shall not re-examine the decisions made by a Director, officer or committee member by determining the reasonableness of the decision as long as the decision is made in good faith and in what the Director, officer, or committee member believed to be in the best interest of the Association.

SECTION 4.8. IMPLIED RIGHTS; BOARD AUTHORITY. The Association may exercise any right or privilege given to it expressly by the provisions of this Declaration or its Certificate of Formation or Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board of Directors without a vote of the membership except where any provision in this Declaration, the Certificate of Formation, the Bylaws or applicable law specifically requires a vote of the membership.

The Board may institute, defend, settle or intervene on behalf of the Association in litigation, administrative proceedings, binding or non-binding arbitration or mediation in matters pertaining to (a) Common Areas or other areas in which the Association has or assumes responsibility pursuant to the provisions of this Declaration, (b) enforcement of this Declaration or any Rules and Regulations or the Builder Guidelines or (c) any other civil claim or action. However, no provision in this Declaration or the Certificate of Formation or Bylaws shall be construed to create any independent legal duty to institute litigation on behalf of or in the name of the Association.

ARTICLE V
MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

SECTION 5.1. MAINTENANCE FUND. All Annual Maintenance Charges collected by the Association and all interest, penalties, assessments and other sums and revenues collected by the Association constitute the Maintenance Fund. The Maintenance Fund shall be held, managed, invested and expended by the Board, at its discretion, for the benefit of the Subdivision and the Owners of Lots therein. The Board shall by way of illustration and not by way of limitation, expend the Maintenance Fund for the administration, management, and operation of the Subdivision; for the maintenance, repair and improvement of the Common Area; for the maintenance of any

easements granted to the Association; for the enforcement of the provisions of this Declaration by action at law or in equity, or otherwise, and the payment of court costs as well as reasonable and necessary legal fees; and for all other purposes that are, in the discretion of the Board, desirable in order to maintain the character and value of the Subdivision and the Lots therein. The Board and its individual members shall not be liable to any person as a result of actions taken by the Board with respect to the Maintenance Fund, except for willful neglect or intentional wrongdoings.

SECTION 5.2. COVENANTS FOR ANNUAL MAINTENANCE CHARGES AND ASSESSMENTS. Subject to Article V, Section 5.7, below, each and every Lot in the Subdivision is hereby severally subjected to and impressed with an Annual Maintenance Charge or assessment in an amount to be determined annually by the Board, which Annual Maintenance Charge shall run with the land. Each Owner of a Lot, by accepting a deed to the Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the Annual Maintenance Charges and assessments levied against his Lot and/or assessed against him by virtue of his ownership thereof, as the same shall become due and payable, without demand. The Annual Maintenance Charges and assessments herein provided for, together with late charges, interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon each Lot, together with all Improvements thereon, as hereinafter more particularly stated. Each Annual Maintenance Charge or assessment, together with late charges, interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay such Annual Maintenance Charge or assessment accrued, but no Owner shall be personally liable for the payment of any Annual Maintenance Charge or assessment made or becoming due and payable after his ownership ceases. No Owner shall be exempt or excused from paying any such Annual Maintenance Charge or assessment by waiver of the use or enjoyment of the Common Areas, or any part thereof, or by abandonment of his Lot or his interest therein.

SECTION 5.3. BASIS AND MAXIMUM ANNUAL MAINTENANCE CHARGE. Until January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum Annual Maintenance Charge or assessment shall be $900.00 per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot from Declarant to an Owner, the maximum Annual Maintenance Charge or assessment may be automatically increased, effective January 1 of each year, by an amount equal to a fifteen percent (15%) increase over the prior year's maximum Annual Maintenance Charge or assessment without a vote of the Members of the Association. From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum Annual Maintenance Charge or assessment may be increased above fifteen percent (15%) only if approved in writing by a majority of the Members or by the vote of not less than two-thirds (2/3) of the Members present and voting, in person or by proxy, at a meeting of the Members called for that purpose at which a quorum is present. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the Annual Maintenance Charge or assessment at an amount not in excess of the maximum amount established pursuant to this Section. Except as provided in Section 5.7, the Annual Maintenance Charge or assessment levied against each Lot shall be uniform.

SECTION 5.4. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL MAINTENANCE CHARGE. The initial maximum Annual Maintenance Charge or assessment provided for herein shall be established as to all Lots on the date this Declaration is recorded in the Official Public Records of Real Property of Brazos County, Texas. However, the Annual Maintenance Charge or assessment shall commence as to each Lot on the date of the conveyance of the Lot by the Declarant and shall be prorated according to the number of days remaining in the calendar year. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the Annual Maintenance Charge or

assessment to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the Annual Maintenance Charge or assessment for Lots shall be sent to every Lot Owner. Provided that, the failure to fix the amount of the Annual Maintenance Charge or assessment or to send written notice thereof to all Owners shall not affect the authority of the Association to levy Annual Maintenance Charges or assessments or to increase Annual Maintenance Charges or assessments as provided in this Declaration.

SECTION 5.5. SPECIAL ASSESSMENTS. If the Board at any time, or from time to time, determines that the Annual Maintenance Charges assessed for any period are insufficient to provide for the continued operation of the Subdivision or any other purposes contemplated by the provisions of this Declaration, then the Board shall have the authority to levy such a Special Assessment ("**Special Assessment**") as it shall deem necessary to provide for such continued maintenance and operation. No Special Assessment shall be effective until the same is approved in writing by at least a majority of the Members, or by the vote of not less than two-thirds (2/3) of the Members and voting, in person or by proxy, at meeting of the Members called for that purpose at which a quorum is present. Any such Special Assessment shall be payable in the manner determined by the Board and the payment thereof may be enforced in the manner herein specified for the payment of the Annual Maintenance Charges. The amount of any Special Assessment levied against Lots shall be uniform.

SECTION 5.6. ENFORCEMENT OF ANNUAL MAINTENANCE CHARGE/ SUBORDINATION OF LIEN. The Annual Maintenance Charge assessed against each Lot shall be due and payable, in advance, on the date of the sale of such Lot by Declarant for that portion of the calendar year remaining, and on the first (1st) day of each January thereafter. Any Annual Maintenance Charge which is not paid and received by the Association by the thirty-first (31st) day of each January thereafter shall be deemed to be delinquent, and, without notice, shall bear interest at the rate of twelve percent (12%) per annum or the maximum, non-usurious rate, whichever is less, from the date originally due until paid. Further, the Board of Directors of the Association shall have the authority to impose a monthly late charge on any delinquent Annual Maintenance Charge, Special Assessment or Reserve Assessment (as defined in Section 5.8). The monthly late charge, if imposed, shall be in addition to interest. To secure the payment of the Annual Maintenance Charge, Special Assessments and Reserve Assessments levied hereunder and any other sums due hereunder (including, without limitation, interest, late fees, costs, attorney's fees or delinquency charges), there is hereby created and fixed a separate and valid and subsisting lien upon and against each Lot and all Improvements thereon for the benefit of the Association, and superior title to each Lot is hereby reserved in and to the Association. The lien described in this Section 5.6 and the superior title herein reserved shall be deemed subordinate to any Mortgage for the purchase or Improvement of any Lot and any renewal, extension, rearrangements or refinancing thereof. The collection of such Annual Maintenance Charge, Special Assessment, Reserve Assessment, and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, late charges, costs and attorney's fees shall be chargeable to and be a personal obligation of the defaulting Owner. Notice of the lien referred to in the preceding paragraph may, but shall not be required to, be given by recording an affidavit, duly executed, and acknowledged by an authorized representative of the Association, setting forth the amount owned, the name of the Owner or Owners of the affected Lot according to the records of the Association, and the legal description of such Lot in the Official Public Records of Real Property of Brazos County, Texas. Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Association the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid Annual Maintenance Charge, Special Assessment, Reserve Assessment and other sums

due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including both judicial and non-judicial foreclosure pursuant to Chapter 51 of the Texas Property Code (as same may be amended or revised from time to time hereafter); in addition to and in connection therewith, by acceptance of the deed to his Lot, each Owner expressly grants, bargains, sells and conveys to the President of the Association from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid Annual Maintenance Charge, Special Assessments, Reserve Assessments and other sums due hereunder remaining unpaid hereunder by such Owner from time to time and grants to such trustee a power of sale. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and filed in the Official Public Records of Real Property of Brazos County, Texas. In the event of the election by the Board to foreclose the lien herein provided for nonpayment of sums secured by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, to enforce the lien and to sell such Lot, and all rights appurtenant thereto, in accordance with the provisions of Chapter 51 of the Texas Property Code as same may hereafter be amended. At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice, except as may otherwise be provided by law.

SECTION 5.7. PAYMENT OF ASSESSMENTS BY DECLARANT. Lots owned by Declarant are exempt from Annual Maintenance Charges and Special Assessments levied by the Association during the Declarant Control Period. Provided that, during the Declarant Control Period, Declarant shall loan funds to the Association to pay any deficiency in the operating budget, less sums deposited in any reserve account established by the Association or otherwise set aside for reserves.

SECTION 5.8. RESERVE ASSESSMENT. Upon the initial conveyance of a Lot by Declarant (including the conveyance of a Lot by Declarant to a Builder), the purchaser of the Lot shall pay to the Association a sum equal to the Annual Maintenance Charge or assessment in effect for Lots as of the date of closing on the sale of such Lot. The sum payable to the Association upon the sale of a Lot as provided in this section is referred to herein as the "**Reserve Assessment**". The Reserve Assessment shall be due and payable on or before ten (10) days after the date the deed conveying the Lot to the purchaser is recorded or, if a contract for deed or similar instrument, the date the contract for deed is executed. Payment of the Reserve Assessment shall be in default if the Reserve Assessment is not paid on or before the due date for such payment. Reserve Assessments in default shall bear interest at the rate of twelve percent (12%) per annum or the maximum, non-usurious rate, whichever is less, from the due date until paid and late charges at the same rate applicable to the Annual Maintenance Charge. All Reserve Assessments collected by the Association shall be deposited into a reserve account established and maintained by the Association for capital improvements and/or the repair or refurbishment of the Common Areas. No Reserve Assessment paid by an Owner shall be refunded to the Owner by the Association. The Association may enforce payment of the Reserve Assessment in the same manner which the Association may enforce payment of Annual Maintenance Charges and Special Assessments pursuant to this Article V.

SECTION 5.9. NOTICE OF SUMS OWING. Upon the written request of an Owner, the Association shall provide to such Owner a written statement setting out the then current total of all

Annual Maintenance Charges, Special Assessments, Reserve Assessments, and other sums, if any, owing by such Owner with respect to his Lot. In addition to such Owner, the written statement from the Association so advising the Owner may also be addressed to and be for the benefit of a prospective lender or purchaser of the Lot, as same may be identified by said Owner to the Association in the written request for such information. The Association shall be entitled to charge the Owner a reasonable fee for such statement.

SECTION 5.10. FORECLOSURE OF MORTGAGE. In the event of a foreclosure of a Mortgage on a Lot that is superior to the lien created by this Declaration for the benefit of the Association, the purchaser at the foreclosure sale shall not be responsible for Annual Maintenance Charges, Special Assessments, Reserve Assessments or other sums, if any, which accrued and were payable to the Association by the prior Owner of the Lot, but said purchaser and its successors shall be responsible for Annual Maintenance Charges, Special Assessments, Reserve Assessments and other sums, if any, becoming due and owing to the Association with respect to said Lot after the date of foreclosure.

SECTION 5.11. TRANSFER FEES AND RESALE CERTIFICATES. The Board of Directors of the Association shall establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing information in connection with the sale of a Lot in the Subdivision and changing the ownership records of the Association ("**Transfer Fee**"). A Transfer Fee shall be paid to the Association or the managing agent of the Association, if agreed upon by the Association, upon each transfer of title to a Lot. The Transfer Fee shall be paid by the purchaser of the Lot, unless otherwise agreed by the seller and purchaser of the Lot. The Association shall also have the authority to establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing a "**Resale Certificate**" in connection with the sale of a Lot per Chapter 207 of the Texas Property Code. The fee for a Resale Certificate shall be paid to the Association or the managing agent of the Association, if agreed to by the Association. The fee for a Resale Certificate shall be in addition to, not in lieu of, the Transfer Fee.

ARTICLE VI
INSURANCE; SECURITY

SECTION 6.1. GENERAL PROVISIONS. The Board shall have the authority to determine whether or not to obtain insurance for the Association and, if insurance is obtained, the amounts thereof. In the event that insurance is obtained, the premiums for such insurance shall be an expense of the Association which shall be paid out of the Maintenance Fund.

SECTION 6.2. INDIVIDUAL INSURANCE. Each Owner, tenant or other person occupying a Residential Dwelling, shall be responsible for insuring his Lot and his Residential Dwelling, its contents and furnishings. Each Owner, tenant or other person occupying a Residential Dwelling, shall, at his own cost and expense, be responsible for insuring against the liability of such Owner, tenant or occupant.

SECTION 6.3. INDEMNITY OF ASSOCIATION. Each Owner shall be responsible for any costs incurred as a result of such Owner's negligence or misuse or the negligence or misuse of his family, tenants, guests, invitees, agents, employees, or any resident or occupant of his Residential Dwelling, and by acceptance of a deed to a Lot does hereby indemnify the Association, its officers, directors and agents, and all other Owners against any such costs.

SECTION 6.4. SECURITY. DECLARANT, THE ASSOCIATION, THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS AND ATTORNEYS, ("ASSOCIATION RELATED PARTIES") SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. THE ASSOCIATION

RELATED PARTIES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. OWNERS, LESSEE AND OCCUPANTS OF ALL LOTS, ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE THAT THE ASSOCIATION RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVISES, OR OTHER SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVISES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. OWNERS, LESSEES, AND OCCUPANTS OF LOTS ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE AND UNDERSTAND THAT THE ASSOCIATION RELATED PARTIES ARE NOT AN INSURER AND THAT EACH OWNER, LESSEE AND OCCUPANT OF ANY LOT AND ON BEHALF OF THEMSELVES AND THEIR GUESTS AND INVITEES ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO RESIDENTIAL DWELLINGS AND TO THE CONTENTS OF THEIR RESIDENTIAL DWELLING AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR LESSEE ON BEHALF OF THEMSELVES AND THEIR GUESTS OR INVITEES RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVISES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

ARTICLE VII
FIRE OR CASUALTY: REBUILDING

SECTION 7.1. REBUILDING. In the event of a fire or other casualty causing damage or destruction to the Residential Dwelling or other Improvement on a Lot, the Owner of such damaged or destroyed Residential Dwelling or other Improvement shall within ninety (90) days after such fire or casualty contract to repair or reconstruct the damaged portion of the Residential Dwelling or other Improvement and shall cause such Residential Dwelling or other Improvement to be fully repaired or reconstructed in accordance with the original Plans therefor, or in accordance with new Plans presented to and approved by the Architectural Review Committee, and shall promptly commence repairing or reconstructing such Residential Dwelling or other Improvement, to the end that the Residential Dwelling or other Improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Alternatively, such damaged or destroyed Residential Dwelling or other Improvement shall be razed and the Lot restored as nearly as possible to its original condition within ninety (90) days of its damage or destruction. The Board of Directors of the Association shall have the authority to extend the ninety (90) day period specified in this Section when, in the Board's reasonable, good faith judgment, the circumstances warrant an extension. No extension granted to a particular Owner shall be deemed to be a waiver of the ninety (90) day period set forth in this Section, nor shall it obligate the Board to grant a similar extension to another Owner. In the event that the repair and reconstruction of the Residential Dwelling or other Improvement has not been commenced within ninety (90) days after such fire or casualty (or longer period, if applicable) and the damaged or destroyed Residential Dwelling or other Improvement has not been razed and the

Lot restored to its original condition, the Association and/or any contractor engaged by the Association, shall, upon ten (10) days written notice to the Owner at the Owner's last known mailing address according to the records of the Association, have the authority but not the obligation to enter upon the Lot, raze the Residential Dwelling or other Improvement and restore the Lot as nearly as possible to its original condition. Any costs incurred by the Association to raze the Residential Dwelling or other Improvement and to restore the Lot to its original condition, plus fifty percent (50%) of such costs for overhead and supervision and interest thereon (from the date an invoice is submitted to Owner) at the rate of twelve percent (12%) per annum, or the maximum, non-usurious rate, whichever is less, shall be charged to the Owner's assessment account and collected in the manner provided in Article V of this Declaration.

ARTICLE VIII
AMENDMENT, DURATION, ANNEXATION AND MERGER

SECTION 8.1. AMENDMENT. During the Declarant Control Period, Declarant shall have the authority to amend this Declaration, for any purpose, without the joinder or consent of any other party, so long as an amendment does not materially and adversely affect any substantive rights of the Lot Owners. After the expiration of the Declarant Control Period, Declarant shall have the right to amend this Declaration, without the joinder or consent of any other party, for the purpose of clarifying or resolving any ambiguities or conflicts herein, correcting any inadvertent misstatements, errors, or omissions, or modifying a provision to comply with a change in applicable law; provided, however, any such amendment shall be consistent with and in furtherance of the general plan and scheme of development for the Subdivision. In addition, the provisions of this Declaration may be amended at any time by an instrument in writing signed by the Secretary of the Association certifying that Owners representing not less than sixty-seven percent (67%) of the total votes allocated to Owners in the Association approved such amendment, setting forth the amendments, and duly recorded in the Official Public Records of Real Property of Brazos County, Texas; provided that, during the Declarant Control Period, an amendment of this Declaration must also be approved in writing by Declarant. Provided further that, without the joinder of Declarant, no amendment may diminish the rights of or increase the liability of Declarant under this Declaration. In the event that there are multiple Owners of a Lot, the written approval of an amendment to this Declaration may be reflected by the signature of a single Co-Owner. Any legal challenge to the validity of an amendment to this Declaration must be initiated by filing a suit not later than one (1) year after the date the amendment document is recorded in the Official Public Records of Real Property of Brazos County, Texas.

SECTION 8.2. DURATION. The provisions of this Declaration shall remain in full force and effect until January 1, 2035, and shall be extended automatically for successive ten (10) year periods; provided, however, that the provisions of this Declaration may be terminated on January 1, 2035, or on the commencement of any successive ten year period by filing for record in the Official Public Records of Real Property of Brazos County, Texas, an instrument in writing signed by Owners representing not less than seventy-five percent (75%) of the Lots.

SECTION 8.3. ANNEXATION. Additional land may be annexed and subjected to the provisions of this Declaration by Declarant, without the joinder or consent of the Members, within twenty (20) years of the date that this Declaration is recorded in the Official Public Records of Real Property of Brazos County, Texas by recording a Supplemental Declaration applicable to the Property being annexed. A Supplemental Declaration may include provisions applicable to the Lots in the annexed property that differ from the provisions in this Declaration so long as the differing provisions are reasonably determined by Declarant to be consistent with the general plan and scheme for the development of the Subdivision. Further, additional land may be annexed and subjected to the provisions of this Declaration with the consent of not less than two-thirds (2/3) of

the Members of the Association present and voting, in person or by proxy, at a meeting of the Members called for that purpose at which a quorum is present. Provided that, during the Declarant Control Period, the annexation of additional land shall also require the written consent of Declarant. The annexation of additional land shall be effective upon filing of record a Supplemental Declaration in the Official Public Records of Real Property of Brazos County, Texas.

SECTION 8.4. DEANNEXATION OF LAND. Land made subject to this Declaration may be deannexed by an instrument signed by Owners representing not less than two-thirds (2/3) of the Lots and filed of record in the Official Public Records of Real Property of Brazos County, Texas; provided that, during the Declarant Control Period, the de-annexation of land shall also require the written consent of Declarant.

SECTION 8.5. MERGER. Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to the properties of the merging or consolidating associations as one scheme. No such merger or consolidation shall effect any revocation, change or addition to the provisions of this Declaration.

ARTICLE IX
MISCELLANEOUS

SECTION 9.1. SEVERABILITY. In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.

SECTION 9.2. NUMBER AND GENDER. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 9.3. ARTICLES AND SECTIONS. Article and section headings in this Declaration are for convenience of reference and shall not affect the construction or interpretation of this Declaration. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of this Declaration.

SECTION 9.4. DELAY IN ENFORCEMENT. No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

SECTION 9.5. ENFORCEABILITY. The provisions of this Declaration shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by Declarant, the Association, each Owner and occupant of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. If notice and an opportunity to be heard are given as provided by law, the Association shall be entitled to impose reasonable fines for violations of the provisions of this Declaration, the Builder Guidelines or any Rules and Regulations adopted by the Association or the Architectural Review Committee pursuant to any authority conferred by either of them by the provisions of this Declaration, and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the provisions of such documents. Such fines, fees and costs shall be added to the

Owner's assessment account, secured by the lien, and collected in the manner provided in Article V of this Declaration.

SECTION 9.6. REMEDIES. In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of this Declaration, the Builder Guidelines or the Rules and Regulations, the Declarant, the Association, each Owner or occupant of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

SECTION 9.7. INTERPRETATION. The provisions of this Declaration shall be liberally construed to give full effect to their intent and purposes. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to more than one conflicting interpretation, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration and the general plan of development established by this Declaration shall govern.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration on this the 25 day of September, 2013, to become effective upon recording in the Official Public Records of Real Property of Brazos County, Texas.

BCS Rock Prairie, LP
a Texas limited partnership, Declarant

by: _____, President of BCS Rock Prairie GP, L.L.C.
its General Partner

by: _____
Print Name: Fred F. Cowell
Its: President of General Partner

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Pres. VP, of BCS Rock Prairie GP, L.L.C., General Partner of BCS Rock Prairie, LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 25th day of September, 2013.

LAURIE J. STEPHENS
MY COMMISSION EXPIRES
March 16, 2016

Laurie J. Stephens
Notary Public in and for the State of Texas

Return to:
Rick S. Butler
Butler | Hailey
8901 Gaylord, Suite 100
Houston, Texas 77024

242709

JOINDER OF LIENHOLDER

The undersigned, being the owner and holder of an existing mortgage and lien upon and against the real property described in the foregoing Declaration of Covenants, Conditions and Restrictions for Great Oaks Estates and defined as the "Property" in said Declaration, as such mortgagee and lienholder, does hereby consent to and join in said Declaration of Covenants, Conditions and Restrictions for Great Oaks Estates.

This consent and joinder shall not be construed or operate as a release of said mortgage or lien owned and held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and lien shall hereafter be upon and against the Property and all appurtenances thereto, subject to the provisions of the Declaration hereby agreed to.

SIGNED AND ATTESTED by the undersigned officers heretofore authorized, this the 31st day of October, 2013.

FIRST VICTORIA BANK, N.A.

By: _____

Print Name: John A. Flynn III

Title: Vice President

ATTEST:

_____

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared John Flynn, VP of First Victoria Bank, N.A., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 31 day of October, 2013.

KYLE BRIGHTWELL
Notary Public
State of Texas
My Comm. Expires 09-09-2017

_____

Notary Public in and for the State of Texas