

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

4-16-14 AM



Karen McQueen
County Clerk
Brazos County, Texas

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THIS INSTRUMENT IS FILED IN CORRECTION AND COMPLETE SUBSTITUTION AND REPLACEMENT OF THE DECLARATION FILED IN VOLUME 2355, PAGE 52, IN ORDER TO REPLACE PAGE 10 THEREIN, TO REFLECT A CHANGE IN SECTION 4.04. PAGE 10 WAS INSERTED IN ERROR IN THE PRIOR DOCUMENT.

53 MAY 24 AM 9:17

Attestation of the County Clerk
Brazos County, Texas

BY *Jackie Palmer*
CLERK

CORRECTION
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

SPRINGBROOK/CYPRESS MEADOW PHASE II

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

WHEREAS FOUNTAINHEAD DEVELOPMENT CORPORATION, a Texas corporation acting in the capacity of Trustee, hereinafter called the Declarant, is the owner of that real property in Brazos County, Texas, which is more fully described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Declarant is the owner of the Property and desires to set forth certain amended or supplemental protective covenants, conditions, restrictions, liens and charges to establish a revised uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property; and

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

ARTICLE 1.
DEFINITIONS

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

- 1.01 Architectural Committee. "Architectural Committee" shall mean the committee established by the Declarant to review and approve plans for the construction of improvements on the Property.
- 1.02 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same may be amended from time to time.
- 1.03 Articles. "Articles" shall mean Articles of Incorporation of SPRINGBROOK Homeowners Association, Inc., as that instrument may be amended from time to time, which instrument is or shall be filed in the office of the Secretary of State of the State of Texas.
- 1.04 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.

Corrected

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1.05 Association. "Association" shall mean SPRINGBROOK Homeowners Association, Inc., a Texas non-profit corporation, which shall have authority and responsibility for all of the communities and subdivisions of Springbrook, as hereafter defined.

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

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

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

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

1.10 Declaration. "Declaration" shall mean this instrument, as it may be amended from time to time.

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

1.12 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a recorded plat of the Property, together with all improvements located thereon.

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

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

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

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

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

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

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

1.19 SPRINGBROOK. "SpringBrook" shall mean three (or more) "communities", or subdivisions, including the Property, which are adjacent tracts and have similar features, covenants, conditions, and restrictions, and which share a common Association, with appropriate committees or sub-committees.

1.20 SPRINGBROOK/CYPRESS MEADOW PHASE II Residential Restrictions. "SPRINGBROOK/CYPRESS MEADOW PHASE II Residential Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with the SPRINGBROOK/CYPRESS MEADOW PHASE II Rules, Architectural Committee Rules and the Articles and Bylaws of the Association as the same are in effect from time to time.

1.21 SPRINGBROOK/CYPRESS MEADOW PHASE II Rules. "SPRINGBROOK/CYPRESS MEADOW PHASE II Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.

ARTICLE 2
DEVELOPMENT OF THE PROPERTY

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

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

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

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

(3) A legal description of the added land.

2.03 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw areas from the Property, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall no longer apply to those lands withdrawn. In order to withdraw lands from the Property hereunder, Declarant shall be required only to record in the Official Records of Brazos County, Texas, a notice of withdrawal of land containing the following provisions:

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

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

ARTICLE 3.
GENERAL RESTRICTIONS

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

3.01 Construction of Improvements. No Improvements except Improvements made by Declarant shall hereafter be constructed upon any of the Property without the prior approval of the Architectural Committee.

3.02 Antennae and Signals. No antenna or other device for the transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used, or maintained on any Lot, whether attached to a building or structure or otherwise, without the prior written approval of the Architectural Committee. No radio signals, television signals or any other form of electromagnetic radiation shall originate from any Lot so as to unreasonably interfere with the reception of television or radio signals on any other Lot.

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

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

3.05 Signs. No sign of any kind shall be displayed to the public view on the Property without the prior written approval of the Architectural Committee, except for signs which are part of Declarant's overall marketing plan for the Property. The Architectural Committee may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for the same.

3.06 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. If rubbish or debris accumulates upon any Lot in violation of this provision in the judgment of the Association, the Association may remove the rubbish or debris, and charge a special assessment to the Owner of the Lot.

3.07 Noise. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

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

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

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

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

3.11 Roofing Materials. The surface of all roofs or principal and secondary structures shall be wood, shingle, shakes, tile or quality composition shingle. The Architectural Committee shall have authority to approve other roof treatments and materials when in its determination such treatments and materials in the form utilized will not be a detriment to the quality of the neighborhood.

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

3.13 Driveway. The Architectural Committee shall have the right to impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads, streets or private driveways within the Property.

3.14 Tanks. The Architectural Committee shall have the right to approve the location of any tank used or proposed in connection with a single family residential structure, including tanks for storage of fuel, water, oil or LPG and including swimming pool filter tanks. (No elevated tanks of any kind shall be erected, placed or permitted on any Lot). All tanks shall be screened so as not to be visible from any other portion of the Property.

3.15 Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on improvements as approved in writing by the Architectural Committee, except what has already been constructed by the City of College Station, or prior owners of the Property, prior to September 1, 1994; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of improvements which have been previously approved in writing by the Architectural Committee. The installation method, including but not limited to location, type of installation equipment, trenching method and other aspects of installation for both temporary and permanent utilities, shall be subject to review and approval by the Architectural Committee.

3.16 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for property drainage and approved by the Architectural Committee.

3.17 Hazardous Activities. No activities shall be conducted on the Property and no improvements shall be constructed on the Property that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the

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Property, and no open fires shall be lighted or permitted except within safe and well designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

3.18 Mining and Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

3.19 Machinery and Equipment. Without the approval of the Association or Declarant, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Common Area except such machinery or equipment as is usual and customary in Brazos County, Texas, in connection with the use, maintenance, or construction of a private residence or appurtenant structures or recreational facilities maintained by the Association; provided however, such machinery or equipment may be placed, operated or maintained by any governmental or quasi-governmental agency, or by a public utility, in the performance of its legitimate functions.

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

3.21 Unsuitably Articles; Vehicles. No trailer, recreational vehicle, tent, boat, or stripped down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or on any portion of the driveway or front yard in front of the building line of a permanent structure, and same shall be kept, parked, stored or maintained on other portions of a Lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots or streets. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street.

3.22 Mobile Homes, Travel Trailers. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours during any three (3) month period.

3.23 Fences.

(A) No fence, wall, or hedge shall be built or maintained forward of the front wall line of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any Lot. An exception shall be made in the case of retaining walls not to exceed twenty-four inches (24") above the ground. Notwithstanding the foregoing, the Architectural Committee is empowered to waive the aforesaid height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept design or material and the resulting decorative wall and/or retaining wall will not detract from the general appearance of the neighborhood. No chain-link fences may be built or maintained on any Lot.

(B) If a fence is constructed on any Lot, it shall be constructed of standard grade cedar privacy fence materials and shall be six (6') feet in height unless it is approved by the Architectural Committee, with the finished (smooth) side facing all streets or common areas, or adjoining properties which are not part of SpringBrook, and the rough side facing the interior of any Lot. Without limiting the generality of the

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foregoing sentence, any Owner of a Lot which borders on Longmire Drive or Eagle Avenue shall construct a fence with finished side facing the street prior to first occupancy of the residence constructed on the Lot. All fence posts shall be set in concrete and buried at least 18 inches below the surface of the ground.

3.24 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept or maintained on the Property. No domestic household pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets shall be allowed on the Property other than on the Lot of its Owner, except when confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation shall be allowed. No domestic household pet shall be allowed to run at large and all of such pets shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed areas shall be constructed in accordance with Plans and Specifications approved by the Architectural Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property. No more than three (3) adult dogs and three (3) adult cats may be kept on a single lot. All domestic household pets shall be kept in strict accordance with all local laws and ordinances.

3.25 Maintenance of Lawns and Plantings. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot cultivated, pruned, and free of trash and other unightly material. Subject to Section 3.29 below, trees, shrubs, vines and plants that die shall be promptly removed. Deciduous trees shall be replaced by the Architectural Committee. The Architectural Committee shall have the right at any reasonable time after not less than ten days notice to Owner to cure any violation of this provision within such ten-day period, to enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon, and to charge the cost thereof to the Owner of the Lot as provided in Section 5.04(E) below.

3.26 Landscape Design. All landscaping shall be designed so as to protect and promote, as far as practicable, the natural local landscape environment through use of native materials, natural drainage, indigenous plant selection and site design. All landscaping designs shall:

- (A) Whenever possible, save and incorporate into the Plans and Specifications existing trees and trunk diameters of four (4) or more inches. To insure the viability of these trees, soil compacting, trenching and/or cut and fill shall be avoided, to the greatest extent possible, in the area defined by trees' dripline.
- (B) Maintain or enhance, wherever possible, existing vegetation within drainage easements to prevent erosion, siltation, or impediment of runoff augmented by development.
- (C) On or before issuance of a certificate of occupancy by the City of College Station, Owner shall install live, growing sod covering the front and side yards, and an equivalent substitute which achieves 85% satisfactory ground cover in approximately the same period of time in the backyard, all such ground cover to be indigenous to the area, and maintained in a healthy and growing condition.
- (D) Upon the initial completion of a residence on any Lot, include growing and healthy shrubs, bushes, vegetation and trees in the front yard on the Lot on certain treeless lots. If stipulated in the original earnest money contract between the Developer and the first Owner, Developer shall hold the sum of \$500.00 in escrow upon the sale of such Lot to be paid toward the expense of complying with this provision, on such terms as may be stated in the earnest money contract, or in the landscape escrow agreement.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGWOOD CYPRESS MEADOW PHASE II

Page 7

REC-2355 PAGE 58

WL 2357 PAGE 210

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4-16-11 AM



Karen M. Green
County Clerk
Brazos County, Texas

3.27 Construction and Sales Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements by an Owner (including Declarant) upon any Lot within the Property, or the sale of any Lot thereafter. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed on the street or on any other part of the Property. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction. At such time as the Declarant ceases using any portion of the Property as a model home or sales office, the affected Property shall be altered and/or remodeled, if necessary or desirable, to comply with the covenants and restrictions contained herein.

3.28 Mailboxes. Mailboxes shall be erected and maintained on each Lot upon which a residence is situated, and shall be fixed on masonry standards (columns), approved by the Architectural Committee. No metal post stands shall be permitted. Each mailbox shall be new when installed, constructed of durable steel or aluminum, and of a size and shape conforming to postal authority standards for single family residential postal depositories. Mailboxes shall be located on the curb in accordance with postal regulations.

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

3.30 Garage conversions. No garage, or any portion thereof, may be converted into enclosed living space unless an alternative garage of at least equal size is constructed and the plans and specifications for the conversion and construction are first approved in writing by the Architectural Committee.

3.31 Windows and Doors. Doors and windows in any residence on any Lot shall comply with all of the requirements of Article 5.33A, Section 4(a)(1) of the Insurance Code of the State of Texas, as it now exists, which provisions are sometimes called Standard 1 guidelines for home security, the "Safe Home" program. Those guidelines are as follows:

- (A) Exterior doors must be solid core doors that are 1 1/2 inches thick and must be secured by dead-bolt locks. All dead-bolt locks must lock with a minimum bolt throw of 1 inch that penetrates a metal strike plate mounted with 3 inch screws.
- (B) Metal doors must be secured by dead-bolt locks.
- (C) If glass is within 40 inches of a locking device, the lock must be key operated from both sides.
- (D) Double doors must have the inactive door secured by header and threshold bolts that penetrate metal strike plates, and in the case of glass located within 40 inches of header and threshold bolts, the inactive door must have the bolts flush-mounted in the edge of the door.

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- (E) Sliding glass doors must be secured by secondary locking devices to prevent lifting and prying.
- (F) Dutch doors must have concealed flush-bolt locking devices to interlock upper and lower halves and must be secured by a dead-bolt lock.
- (G) Garage doors must be equipped with key-operated locking devices.
- (H) Windows must be secured by auxiliary locking devices (screws, wooden dowels, pinning devices, or key-operated locks).
- (I) Windows and doors must be clear of exterior shrubbery.

If revisions are adopted in the statute referenced above by the Texas Legislature, such revisions may also be adopted herein, if such action is taken pursuant to Section 9.03 below.

3.32 Electronic Burglar Alarms. If any residence on any lot has an electronic burglar alarm system, such system shall comply with all of the requirements of Article 5.39A, Section 6(a)(2) of the Insurance Code of the State of Texas, as it now exists, which provisions are sometimes called Standard II guidelines for home security, the "Safe Home" program. Those guidelines are as follows:

- (A) All exterior structure openings are contacted (including non-opening windows).
- (B) The system includes an interior and exterior siren.
- (C) All equipment is U.L. approved and monitored by a U.L. approved central station.
- (D) Sales, service, installation, and monitoring of the system are done in compliance with the Private Investigators and Private Security Agencies Act.

3.34 Room and Board Plans. No Owner shall permit any Lot or Improvement on any Lot to be used in whole or in part by tenants on rooming or boarding plans or contracts, or both, of any type.

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

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

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ARTICLE 4.
RESIDENTIAL RESTRICTIONS

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

4.02 Outbuildings. Every outbuilding, inclusive of such structures as a detached garage, storage building or greenhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such buildings shall be subject to approval by the Architectural Committee. In no instance shall an outbuilding, other than a detached garage, exceed one (1) story in height or have total floor area in excess of ten percent (10%) of the floor area of the main dwelling.

4.03 Building Height. No improvement greater than thirty-two (32) feet in height may be constructed on any Lot without the prior written approval of the Architectural Committee. For purposes of this paragraph, height shall be measured from the foundation slab of the proposed improvement to the ridge line of the roof of the proposed improvement.

4.04 Building Materials; Dwelling Size. All single family dwellings shall be of recognized standard construction quality, and all exteriors (exclusive of doors, windows, and similar openings) shall be constructed of at least seventy five (75%) masonry or other material specifically approved in writing by the Architectural Committee. Masonry includes ceramic tile, brick, rock and all other materials commonly referred to in the College Station, Texas area as masonry. All single family dwellings shall contain not less than 1400 square feet of enclosed living space, exclusive of porches (open or covered), decks, garages and carports. Each residence shall include an enclosed attached or detached garage or other structure sufficient to meet the requirements of Section 3.2.1, above.

4.05 Construction in Place. All dwellings constructed on the Property shall be built in place on the Lot and the use of prefabricated materials, including antique homes moved from other locations, shall be allowed only with the prior written approval of the Architectural Committee.

4.06 Set-back Requirements. No building shall be located or erected nearer to any Lot line bordering a street right-of-way than the building line shown on the recorded plat of the Property subdivision section which includes such Lot. No building shall be located or erected nearer than seven and one-half feet (7-1/2) to any interior side Lot lines. No building shall be located nearer than twenty (20) feet from any rear Lot line. Notwithstanding the foregoing, in respect to cul-de-sac Lots or Lots having irregular shapes, such building must be situated at a mean distance of at least seven and one-half feet (7-1/2) from each side property lines. Furthermore, on such cul-de-sac Lots or Lots having irregular shapes, such structure

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may be constructed as near as twenty-five (25) feet from the rear of the Lot; provided further, however, that detached garages may be as near as twenty (20) feet from the rear of the Lot and any permitted temporary structures may be situated as near as seven and one-half feet (7-1/2) from the rear of any such Lot. For purposes of these covenants, the bases of buildings shall not be deemed to be part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure. This Section shall not be construed to allow any building or structure to encroach upon another Lot.

ARTICLE 5.
SPRINGBROOK/CYPRESS MEADOW PHASE II OWNERS ASSOCIATION

5.01 Organization. The Declarant has on January 20, 1993, caused the formation and incorporation of the Association as a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

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

5.03 Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of directors to the Board on all other matters to be voted on by the Members shall be calculated as follows:

- (A) The Owner, whether one or more (including Declarant) of each Lot within the Property shall have one vote for each Lot so owned.
- (B) In addition to the votes to which Declarant is entitled by reason of Subparagraph (A) of this Section, for every such vote Declarant shall have three (3) additional votes, until such time as the votes described in Subparagraph (A) of this Section, owned by Owners other than Declarant, total in the aggregate sixty-six and two-thirds percent (66 2/3%) of the total number of votes outstanding under Subparagraph A. Thereafter Declarant shall have only the votes, if any, to which it is entitled under Subparagraph (A) of this Section.

5.04 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to any limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration, without in any way limiting the generality of the two preceding sentences, the Association, and the Board acting on behalf of the Association, shall have the following powers and authority at all times:

- (A) SPRINGBROOK/CYPRESS MEADOW PHASE II Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such SPRINGBROOK/CYPRESS MEADOW PHASE II Rules and Bylaws, not in conflict with this Declaration, as it deems proper to address any and all aspects of its functions.
- (B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out Association functions.
- (C) Records. To keep books and records of the Association's affairs.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/CYPRESS MEADOW PHASE II

WL 2355 PGT 62

WL 2357 PGT 214

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

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

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

(G) Delegation to Committees. To set up one or more committees as authorized by the Texas Non-Profit Corporation Act, as the same is amended from time to time.

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

5.05 Landscape and Maintenance. The Association shall be authorized to landscape, maintain and repair easements, rights-of-way, common areas, entry ways, sidewalks, paths, trails, detention ponds, lakes, and other areas of the Property, as appropriate.

5.06 Common Areas.

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

- (1) To accept, own, operate and maintain all Common Areas which may be conveyed or leased to it by Declarant, together with any improvements of any kind or purpose located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association by Declarant; and to maintain in good repair and condition all lands, improvements, and other Association property owned by or leased to the Association, whether by Declarant or by other Persons.
- (2) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon individual Members of the

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Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

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

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

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

- (a) Parks, parkways or other recreational facilities or structures;
- (b) Roads, street, walks, driveways, trails and paths;
- (c) Lines, cables, wires, conduits, pipelines or other means of providing utilities;
- (d) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
- (e) Any similar public, quasi-public or private improvements.

Nothing contained in this Subparagraph, however, shall be construed to permit use or occupancy of any Common Area or improvement in a way that would violate applicable use and occupancy restrictions imposed by other provisions of this Declaration, or by any statute, rule, regulation, ordinance or other law of any governmental entity, including but not limited to rules and orders of the Texas Water Development Board, Texas Water Commission, and any flood plain, industrial waste or other ordinance of the City of College Station.

- (2) To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association.
- (3) To pay for any other services necessary or proper in the performance of Association functions, and to pay for any other taxes or assessments that the Association or the Board

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is required to acquire or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws of the Association.

- (4) To own and operate any and all types of facilities for both active and passive recreation.
- (5) To construct new improvements or additions to Association properties, subject to the approval of the Architectural Committee as required in this Declaration.
- (6) To enter into contracts with Declarant and other persons, on such terms and provisions as the Board shall determine, to operate and maintain any of the Common Areas or to provide any service or perform any function on behalf of Declarant or the Association in connection with the purposes of the Association.
- (7) To acquire and own and to dispose of all manner of real and personal property, whether by purchase, grant, lease, gift or otherwise.

5.07 Agreement with City of College Station, City of Bryan, and State of Texas. The Declarant, as the agent of the Association, or the Association, may enter into one or more agreements with the City of College Station or State of Texas or both, with respect to (1) the landscaping and maintenance of portions of the Southwest right of way of State Highway 6, Longmire Drive, Eagle Avenue and other right of ways within or bordering SPRINGBROOK and/or (2) the dedication of any drainage basin, peak or other common area within the property for municipal maintenance or with the City of Bryan with respect to landscaping and maintenance of portions of utility easements. The Association shall accept, without further requirement or documentation, said agreement and the requirements and benefits associated therewith, for any agreement reached by the Declarant.

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

ARTICLE 6.
ARCHITECTURAL COMMITTEE

6.01 Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Voting Members deem appropriate. The following persons are hereby designated as the initial voting Members of the Architectural Committee: Myra Beth Whalley, Dan Bainsmon, and Laurie Folds.

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

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

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

6.05 Declarant's Rights of Appointment. Until Declarant has less than fifty percent (50%) of the votes in the Association (the Transition Date), Declarant, its successors or assigns shall have the right to appoint and remove all Voting Members of the Architectural Committee, which persons need not be drawn from Association Members. Notwithstanding the preceding sentence, Declarant may delegate its right of appointment, or any portion thereof, to the Board by written instrument before such date. Whenever the Transition Date occurs, the Board shall have the right to appoint all Voting Members. At such time as the Board gains the right to appoint and remove Voting Members of the Architectural Committee, or any portion of this right, a majority of the Voting Members so appointed shall be drawn from Members of the Association. Advisory Members shall, when reasonably possible, be drawn from Members of the Association.

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

6.07 Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, the Architectural Committee shall have the right to consider all of the Plans and Specifications for the improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. Upon receipt of all necessary information, the Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other related duties assigned or authorized by this Declaration, including at its option inspection of construction in progress to assure its conformance with previously approved Plans and Specifications. The Architectural Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one construction. The Architectural Committee may, in its review of Plans and Specifications and such other information as it deems proper, consider whether any proposed improvement upon a Lot would unreasonably obstruct the view from other portions of the Property. The Architectural Committee may, but shall not be required to disapprove any improvement upon any Lot that would unreasonably obstruct the view from any other portion of the Property. No improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Property and the surrounding area. The Architectural Committee shall have the authority to disapprove any proposed improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed improvement, nor shall its approval of any Plans and Specifications be deemed an endorsement, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes not of its authorship.

6.08 Actions of the Architectural Committee. The Architectural Committee may, by resolution unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to

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take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designation, the vote of a majority of all the members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

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

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

6.11 Nonliability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its members, as the case may be. Neither the Architectural Committee nor any member thereof shall be liable to any Owner due to the construction of any improvements within the Property, or the creation thereby of any obstruction of the view from such Owner's Lot or Lots.

6.12 Address. Plans and Specifications shall be submitted to the Architectural Committee in care of Laurie Follis, 420 Tarrow, College Station, Texas 77840, or in care of such other person at such other address as may be designated by Declarant or the Board, as the case may be, from time to time.

6.13 Failure to Act. In the event the Architectural Committee or its designated representative fails to approve or disapprove any Plans and Specifications within ten (10) days after the same have been submitted to it, complete with all other information requested by the Architectural Committee in connection with such submission, approval shall be assumed.

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

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

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

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ARTICLE 7.
FUNDS AND ASSESSMENTS

7.01 Assessments.

- (A) The Association may from time to time levy Assessments against each Lot whether or not improved. The level of Assessments shall be equal and uniform between all Lots, provided, however, that no Assessments hereunder shall be levied against Declarant.
- (B) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.
- (C) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the owner of the Lot against which the Assessment falls due, and shall become a lien against each such Lot and all improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

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

7.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the SPRINGBROOK/CYPRESS MEADOW PHASE II Residential Restrictions, including but not limited to the cost of all entry ways, landscaping, greenbelt, common areas, median strip, and right-of-way maintenance, the cost of enforcing the SPRINGBROOK/CYPRESS MEADOW PHASE II Residential Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's funds. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

7.04 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the SPRINGBROOK/CYPRESS MEADOW PHASE II Residential Restrictions. The amount and due date of any special Assessments shall be at the reasonable discretion of the Board.

7.05 Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments provided for herein shall be the personal and individual debt of the owner of the Lot covered by such Assessments. Except as otherwise provided in Section 7.01(A) hereof and 7.07 hereof, no Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from due date thereof (or if there is no such

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highest rate, then at the rate of 1.5% per month, together with all costs and expenses of collection, including reasonable attorney's fees.

7.06 Assessed Lien and Foreclosure. All sums assessed in the manner provided in this Article but paid, shall, together with interest as provided in Section 7.05 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust filed of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessed Lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination shall be effectuated by an officer of the Association, duly authorized by the Board. To evidence an Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by an officer of the Association, duly authorized by the Board, and shall be recorded in the office of the County Clerk of Brazos County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent, and may be enforced subsequent to the recording of a notice of Assessment lien as provided above, by the foreclosure of the delinquent Owner's Lot by the Association in like manner as a mortgage on real property, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee the status of any Assessments relating to the Mortgagee's mortgage and remaining unpaid for longer than thirty (30) days after due.

ARTICLE 8.
EASEMENTS

8.01 Reserved Easements. All dedications, limitations, restrictions, and reservations shown on any plan covering all or any portion of the property and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most effectively, efficiently and economically developing and marketing the property. Further, Declarant reserves the right, without the necessity of the joinder of any owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, common areas, rights-of-way and easements for public utility purposes (including, without limitation, gas, cable, water, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, any such easement having a maximum width of seven and one-half (7-1/2) feet on each side of such Lot line.

8.02 Installation and Maintenance. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plan. Within these easements, if any, no structure, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except

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for those improvements for which a public authority or utility company is responsible. Neither Declarant nor any utility company using the easements herein or referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements.

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

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

8.05 Blanket Easement. An easement is hereby retained in favor of the Association over all Lots and the Common Area for the purpose of enforcing the SPRINGBROOK/CYPRESS MEADOW PHASE II Residential Restrictions in accordance with Section 5.04(E) hereof, and for the construction of a common cable television system, a common sprinkler system, maintenance of landscaping, or any other item for the common benefit of the Owners. An easement is further granted for the purpose of repairing and maintaining any such system so constructed. An entry upon any Lot or the Common Areas to effectuate the foregoing purposes shall not be deemed as trespass.

ARTICLE 9.
MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2021, unless amended as herein provided. After December 31, 2021, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive period of ten (10) years each, unless amended as provided in Section 9.03 below or terminated by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the property then subject to this Declaration, filed of record in the Official Records of Brazos County, Texas.

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

9.03 Amendment.

- (A) **By Declarant.** This Declaration may be amended by the Declarant, acting alone, until September 1, 1998, and thereafter for so long as Declarant holds a majority of the votes of the Association; provided however, that so long as the Declarant retains control of the Association, no amendment of this Declaration directly affecting Lots marketed under the name of SPRINGBROOK/CYPRESS MEADOW PHASE II, as indicated on the attached Exhibit B, shall

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on



Karen McLean
County Clerk,
Brazos County, Texas

be made without the consent of the United States Department of Housing and Urban Development, or a successor institution. No amendment by Declarant shall be effective until there has been recorded in the Official Records of Brazos County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the Secretary of the Association, certifying that the Declarant had the requisite number of votes.

- (b) By Owners. In addition to the method in Section 9.03 (A), after September 1, 1994, this Declaration may be amended by the recording in the Official Records of Brazos County of an instrument executed and acknowledged by the President and Secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least sixty percent (60%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof.

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

9.05 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

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

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

9.08 Enforcement and Nonwaiver.

- (A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce any and all of the provisions of the SPRINGBROOK/CYPRESS MEADOW PHASE II Residential Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.
- (B) Nonwaiver. The failure to enforce any provision of the SPRINGBROOK/CYPRESS MEADOW PHASE II Residential Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on

4-16-11 AM



Kenn McQueen
County Clerk
Brazos County, Texas

- (C) Liens. The Association shall have the right, when appropriate in this judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or affect compliance with this Declaration.

9.09 Construction.

- (A) Residential Severable. The provisions of the SPRINGBROOK/CYPRESS MEADOW PHASE II Residential Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.
- (B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine, and neuter.
- (C) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles.
- (D) Deadline on Business Day. If any deadline in this Declaration should fall on a Saturday, Sunday or a Texas or federal holiday, such deadline shall automatically be extended to the next business day.
- (E) Choice of Law. This Declaration shall be construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 18TH day of MAY, 1995.

Declarant:

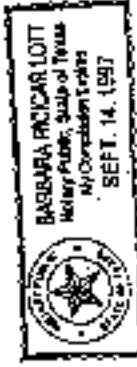
FOUNTAINHEAD DEVELOPMENT CORPORATION

BY: Dan Beal
Dan Beal, President

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on the 18TH day of MAY, 1995, by Dan Beal, President of FOUNTAINHEAD DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporation, in the capacity therein stated.



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/CYPRESS MEADOW PHASE II

Page 21

MC 2355 PAGE 72

MC 2357 PAGE 22A

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on



Karen McLean
County Clerk
Brazos County, Texas

4-16-14 AM

CONSENT OF LIENHOLDER

THE FIRST NATIONAL BANK OF BRYAN, the lienholder of the Property hereby ratifies and consents to the adoption and declaration of the foregoing Declaration, without assuming any liability for the enforcement, legality, or validity of this Declaration, or for the Property. Foreclosure of the lien shall not negate this Declaration. However, foreclosure of the lien shall entitle the lienholder to exercise all of the right, powers, and responsibilities of the Declarant.

Dated the 19 day of May, 1995.

THE FIRST NATIONAL BANK OF BRYAN

BY:

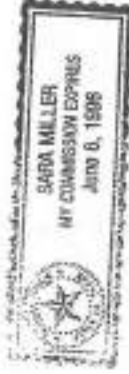
[Signature]

STATE OF TEXAS
COUNTY OF BRAZOS

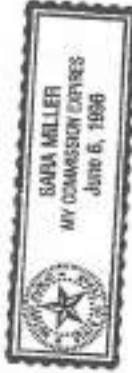
This instrument was acknowledged before me on the 19 day of May, 1995, by —

Tim Bryan, Vice Chairman of THE FIRST

NATIONAL BANK OF BRYAN, on behalf of said bank, in the capacity therein stated.



Sara Miller
NOTARY PUBLIC, State of Texas



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOKCYPRESS MEADOW PHASE II

Page 22

Vol. 2355 PAGE 73

Vol. 2357 PAGE 225

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on



Karen M. Lujan
County Clerk,
Brazos County, Texas

4-16-14 AM

EXHIBIT A

Being all of that certain tract or parcel of land lying and being situated in the Robert Stevenson League, Abstract 54, College Station, Brazos County, Texas, and being a part of that 86.46 acre tract of land described in Deed to Timothy J. Crowley and Robert B. Waltham by Collecting Bank, N.A., recorded in Volume 1203, Page 48, Official Records of Brazos County, Texas, and being described as follows:

COMMENCING at a 5/8" iron rod found for the west corner of 86.46 acre tract;

THENCE N 44° 16'56" E 105.22 feet to the POINT OF BEGINNING of this tract;

THENCE N 44° 16'56" E 1319.86 feet along the common line between said 86.46 acre tract and Peyton Waller 22.88 acre tract to a 1/2" iron rod;

THENCE S 43° 1'12" E 1007.53 feet to a 1/2" iron rod set for corner;

THENCE S 70° 10'48" W 78.33 feet to a 1/2" iron rod set for angle point;

THENCE S 48° 37'46" W 228.62 feet to a 1/2" iron rod set for angle point;

THENCE S 69° 53'37" W 451.75 feet to a 1/2" iron rod set for angle point;

THENCE N 74° 31'45" W 268.47 feet to a 1/2" iron rod set for angle point;

THENCE S 83° 56'55" W 239.97 feet to a 1/2" iron rod set for angle point;

THENCE N 49° 56'58" W 190.01 feet to a 1/2" iron rod;

THENCE along the curve of a proposed street with a chord bearing S 22° 53'41" W a chord distance 44.26 feet on a fifty foot radius;

THENCE S 17° 57'47" E 70.56 feet to a 1/2" iron rod set for angle point;

THENCE S 51° 53'37" W 144.58 feet to a 1/2" iron rod set for corner;

THENCE N 43° 53'15" W 252.69 feet to the PLACE OF BEGINNING of this tract, and containing 20.459 acres of land, more or less.

SPRINGBROOK CYPRESS MEADOW
Restricted Exhibit A

~~VOL 2355 PAGE 74~~

VOL 2357 PAGE 226

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

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SPRINGBROOK/OAKGROVE

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

WHEREAS FOUNTAINHEAD DEVELOPMENT CORPORATION, a Texas corporation acting in the capacity of Trustee, hereinafter called the Declarant, is the owner of that real property in Brazos County, Texas, which is more fully described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

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

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

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

ARTICLE 1.
DEFINITIONS

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

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

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

1.03 Articles. "Articles" shall mean Articles of Incorporation of SPRINGBROOK Homeowners Association, Inc., as that instrument may be amended from time to time, which instrument is or shall be filed in the office of the Secretary of State of the State of Texas.

1.04 Assessment, "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.

1.05 Association. "Association" shall mean SPRINGBROOK Homeowners Association, Inc., a Texas non-profit corporation, which shall have authority and responsibility for all of the communities and subdivisions of SpringBrook, as hereafter defined.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/OAKGROVE

10. 1856 REC 51

Page 1

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears from the original instrument on file in the office of the County Clerk of Brazos County, Texas.



Thereby sworn to by Anna M. Lyman
County Clerk
Brazos County, Texas

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

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

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

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

1.10 Declaration. "Declaration" shall mean this instrument as it may be amended from time to time.

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

1.12 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a recorded plat of the Property, together with all improvements located thereon.

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

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

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

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

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

1.18 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans,

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGGROVE ALLEGROVE

Vol. 1856 sub 52

Page 2

STATE OF TEXAS
COUNTY OF BRAZOS

This instrument is hereby acknowledged as the true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

This day of _____, 2015, at _____, Texas



Karna McLean
County Clerk
Brazos County, Texas

specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such improvement.

1.19 SPRINGBROOK. "SpringBrook" shall mean three (or more) "communities", or subdivisions, including the Property, which are adjacent tracts and have similar features, covenants, conditions, and restrictions, and which share a common Association, with appropriate committees or sub-committees.

1.20 SPRINGBROOK/OAKGROVE Residential Restrictions. "SPRINGBROOK/OAKGROVE Residential Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with the SPRINGBROOK/OAKGROVE Rules, Architectural Committee Rules and the Articles and Bylaws of the Association as the same are in effect from time to time.

1.21 SPRINGBROOK/OAKGROVE Rules. "SPRINGBROOK/OAKGROVE Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.

ARTICLE 2. DEVELOPMENT OF THE PROPERTY

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

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

- (1) A reference to this Declaration, which reference shall state the book and page numbers of the Official Records of Brazos County wherein this Declaration is recorded;
- (2) A statement that the provisions of this Declaration shall apply to the added land; and
- (3) A legal description of the added land.

2.03 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw areas from the Property, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall no longer apply to those lands withdrawn. In order to withdraw lands from the Property hereunder, Declarant shall be required only to record in the Official Records of Brazos County, Texas, a notice of withdrawal of land containing the following provisions:

- (1) A reference to this Declaration, which reference shall state the book and page numbers of the Official Records of Brazos County wherein this Declaration is recorded;
- (2) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and
- (3) A legal description of the withdrawn land.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/OAKGROVE

NOV 18 5 53

Page 3

STATE OF TEXAS

CLERK OF COURTS

The foregoing is a true and correct copy as the same appears in the Official Records of Brazos County, Texas

This day正月 14



John McQueen
County Clerk
Brazos County, Texas

**ARTICLE 3.
GENERAL RESTRICTIONS**

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

3.01 Construction of Improvements. No improvements shall hereafter be constructed upon any of the Property without the prior approval of the Architectural Committee.

3.02 Antennae and Signals. No antenna or other device for the transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used, or maintained on any Lot, whether attached to a building or structure or otherwise, without the prior written approval of the Architectural Committee. No radio signals, television signals or any other form of electromagnetic radiation shall originate from any Lot so as to unreasonably interfere with the reception of television or radio signals on any other Lot.

3.03. Insurance Rales. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the improvements located thereon without the prior written approval of the Board.

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

3.05. Signs. No sign of any kind shall be displayed to the public view on the Property without the prior written approval of the Architectural Committee, except for signs which are part of Declarant's overall marketing plan for the Property. The Architectural Committee may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for the same.

3.06. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. If rubbish or debris accumulates upon any Lot in violation of this provision to the judgment of the Association, the Association may remove the rubbish or debris, and charge a special assessment to the Owner of the Lot.

3.07. Noise. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

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

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/GARDENS

Page 4

Vol. 1856 ²⁰⁰ Part 54

STATE OF TEXAS
COUNTY OF BRAZOS

This instrument was duly and lawfully executed and acknowledged by the parties hereto on the day and date first above written and recorded in the public records of the County of Brazos, Texas.

Witness my hand and seal of office this 15th day of February, 2000.

Karen Mc Lyman
County Clerk,
Brazos County, Texas



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

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

3.12 Roofing Materials. The surface of all roofs of principal and secondary structures shall be wood, shingle, shaves, tile or quality composition shingles. The Architectural Committee shall have authority to approve other roof treatments and materials when in its determination such treatments and materials in the form utilized will not be a detriment to the quality of the neighborhood.

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

3.14 Driveway. The Architectural Committee shall have the right to impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads, streets or private driveways within the Property.

3.15 Tanks. The Architectural Committee shall have the right to approve the location of any tank used or proposed in connection with a single family residential structure, including tanks for storage of fuel, water, oil or L.P.G. and including swimming pool filter tanks. (No elevated tanks of any kind shall be erected, placed or permitted on any Lot). All tanks shall be screened so as not to be visible from any other portion of the Property.

3.16 Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on improvements as approved in writing by the Architectural Committee, except what has already been constructed by the City of College Station, prior to April, 1992; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of improvements which have been previously approved in writing by the Architectural Committee. The installation method and other aspects of installation for both temporary and permanent utilities, equipment, trenching method and other aspects of installation for both temporary and permanent utilities, shall be subject to review and approval by the Architectural Committee.

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

3.18 Hazardous Activities. No activities shall be conducted on the Property and no improvements shall be constructed on the Property that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, and no open fires shall be lighted or permitted except within safe and well designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BIRDWOOD GOLF COURSE

Vol. 1856 PAGE 55

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate books of said County, Texas.

Page 3



I, the undersigned, Notary Public in and for the State of Texas, do hereby certify that the foregoing is a true and correct copy as the same appears on file and recorded in the appropriate books of said County, Texas.

Notary Public
Brazos County, Texas

3.19 Mining and Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

3.20 Machinery and Equipment. Without the approval of the Association or Declarant, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Common Area except such machinery or equipment as is usual and customary in Brazos County, Texas, in connection with the use, maintenance, or construction of a private residence or appurtenant structures or recreational facilities maintained by the Association; provided however, such machinery or equipment may be placed, operated or maintained by any governmental or quasi-governmental agency, or by a public utility, in the performance of its legitimate functions.

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

3.22 Unsuitably Aged Vehicles. No trailer, recreational vehicle, tent, boat, or stripped down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the driveway or front yard in front of the building line of the permanent structure, and same shall be kept, parked, stored or maintained on other portions of a Lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent lots or streets. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street.

3.23 Mobile Homes, Travel Trailers. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours.

3.24 Fences.

(A) No fence, wall, or hedge shall be built or maintained forward of the front wall line of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any lot. An exception shall be made in the case of retaining walls not to exceed twenty-four inches (24") above the ground. Notwithstanding the foregoing, the Architectural Committee is empowered to waive the abovesaid height or setback limitation in connection with retaining walls and decorative walls. In its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept design or material and the resulting decorative wall and/or retaining wall will not detract from the general appearance of the neighborhood. No chain-link fences may be built or maintained on any Lot.

(B) Unless otherwise approved by the Architectural Committee, any fence built or maintained on any Lot shall be constructed only of standard grade cedar privacy fence materials, six (6') feet in height, with the finished (smooth) side facing all streets or common areas, or adjoining properties which are not part of Springbrook; and the rough side facing the interior of any Lot.

3.25 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/DARKCROVE

Page 6

Vol. 1856 pgs 56

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas



This is to certify on 4-15-14
Keren M. Lyman
County Clerk
Brazos County, Texas

within the ordinary meaning and interpretation of such words may be kept or maintained on the Property. No domestic household pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets shall be allowed on the Property other than on the Lot of its Owner, except when confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation shall be allowed. No domestic household pet shall be allowed to run at large and all of such pets shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be constructed in accordance with Plans and Specifications approved by the Architectural Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property. No more than four (4) adult dogs and three (3) adult cats may be kept on a single lot. All domestic household pets shall be kept in strict accordance with all local laws and ordinances.

3.26 Maintenance of Lawns and Plantings. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot cultivated, pruned, and free of trash and other unsightly material. Subject to Section 3.29 below, trees, shrubs, vines and plants that die shall be promptly removed. Declarant, the Association and the Architectural Committee shall have the right at any reasonable time after not less than ten days notice to Owner to cure any violation of this provision within such 10-day period, to enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon, and to charge the cost thereof to the Owner of the Lot as provided in Section 5.04(E) below.

3.27 Landscape Design. All landscaping shall be designed so as to protect and promote, as far as practicable, the natural local landscape environment through use of native materials, natural drainage, indigenous plant selection and site design. All landscaping designs shall:

- (A) Wherever possible, save and incorporate into the Plans and Specifications existing trees and trunk diameters of four (4) or more inches. To insure the viability of these trees, soil compacting, trenching and/or cut and fill shall be avoided, to the greatest extent possible, in the area defined by trees' drip-line.
- (B) Maintain or enhance, wherever possible, existing vegetation within drainage easements to prevent erosion, siltation, or impediment of runoff augmented by development.
- (C) Install live, growing sod covering the front and side yards, within thirty (30) days of occupancy of any residence constructed on a Lot, and an equivalent substitute which achieves as satisfactory a ground cover in approximately the same period of time in the backyard, all such ground cover to be indigenous to the area, and maintained in a healthy and growing condition.
- (D) Upon the initial construction of a residence on any Lot, include growing and healthy shrubs, bushes, vegetation and trees in the front yard on the Lot.

3.28 Construction and Sales Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements by an Owner (including Declarant) upon any Lot within the Property, or the sale of any Lot thereafter. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. No building

CITY OF SPRING
COUNTY OF BRACKEN

This recording is true and correct copy of the same
as shown to me and recorded in the public records
of Bracken County, Texas



Debra M. Lynn
Debra M. Lynn
Notary Public
Bracken County, Texas

material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed on the street or on any other part of the Property. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction. At such time as the Declarant ceases using any portion of the Property as a model home or sales office, the affected Property shall be altered and/or remodelled, as necessary or desirable, to comply with the covenants and restrictions contained herein.

3.20 Mailbox. Mailboxes shall be erected and maintained on each Lot upon which a residence is situated, and shall be fixed on masonry stanchions (columns), approved by the Architectural Committee. No metal post stands shall be permitted. Each mailbox shall be new when installed, constructed of durable steel or aluminum, and of a size and shape conforming to postal authority standards for single family residential postal depositories. Mailboxes shall be located on the curb in accordance with postal regulations.

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

3.31 Garage conversions. No garage, or any portion thereof, may be converted into enclosed living space unless an alternative garage of at least equal size is constructed and the plans and specifications for the conversion and construction are first approved in writing by the Architectural Committee.

3.32 Windows and Doors. Doors and windows in any residence on any Lot shall comply with all of the requirements of Article 5.33A, Section 6(a)(1) of the Insurance Code of the State of Texas, as it now exists, which provisions are sometimes called Standard I guidelines for home security, the "Safe Home" program. Those guidelines are as follows:

- (A) Exterior doors must be solid core doors that are one and one-half inches thick and must be secured by dead-bolt locks. All dead-bolt locks must lock with a minimum bolt throw of 1 inch that penetrates a metal strike plate mounted with 3 inch screws.
- (B) Metal doors must be secured by dead-bolt locks.
- (C) If glass is within 40 inches of a locking device, the lock must be key operated from both sides.
- (D) Double doors must have the inactive door secured by header and threshold bolts that penetrate metal strike plates, and in the case of glass located within 40 inches of header and threshold bolts, the inactive door must have the bolts flush-mounted in the edge of the door.
- (E) Sliding glass doors must be secured by secondary locking devices to prevent lifting and prying.
- (F) Dutch doors must have concealed flush-bolt locking devices to interlock upper and lower halves and must be secured by a dead-bolt lock.
- (G) Garage doors must be equipped with key-operated locking devices.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BRUNINGBROOK GROVE

NO. 18556 REC 58

STATE OF TEXAS
COUNTY OF BRAZOS

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I hereby certify, on

Kenneth M. Lerner

County Clerk,
Brazos County, Texas

(H) Windows must be secured by auxiliary locking devices (screws, wooden dowels, pinning devices, or key-operated locks).

(I) Windows and doors must be clear of exterior shrubbery.

If revisions are adopted in the statute referenced above by the Texas Legislature, such revisions may also be adopted herein. If such action is taken pursuant to Section 8.03 below.

3.33 Electronic Burglar Alarms. If any residence on any lot has an electronic burglar alarm system, such system shall comply with all of the requirements of Article 5.33A, Section 64(2) of the Insurance Code of the State of Texas, as it now exists, which provisions are sometimes called Standard II guidelines for home security, the "Safe Home" program. These guidelines are as follows:

(A) All exterior structure openings are protected (including non-opening windows).

(B) The system includes an interior and exterior alarm.

(C) All equipment is U.L. approved and monitored by a U.L. approved central station.

(D) Sales, service, installation, and monitoring of the system are done in compliance with the Private Investigators and Private Security Agencies Act.

3.34 Floor and Board Plans. No Owner shall permit any Lot or Improvement on any Lot to be used in whole or in part by tenants on renting or boarding plans or contracts, or both, of any type.

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

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

ARTICLE 4. RESIDENTIAL RESTRICTIONS

4.01 Residential Use. All Lots shall be improved and used solely for residential purposes inclusive of a garage, tennis and such other improvements as are necessary or customarily incident to residential use. No Owner shall occupy or use his Lot or any improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose, including religious, other than as a private residence for the Owner, his family and guests. All Lots within the Property shall be used and improved

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy of the same
as the same was filed and recorded in the appropriate
office of Brazos County, Texas

This day of _____, 2017.



Kenna McQueen
County Clerk
Brazos County, Texas

society for single family residential purposes, with no more than one (1) attached residential dwelling unit per Lot. Anything herein to the contrary notwithstanding, any Lot may be used or improved for greenball, open space and/or drainfield purposes. No improvement may be constructed upon any Lot that would unreasonably obstruct the view from other portions of the Property, and the positioning of all improvements upon Lots within the Property is hereby expressly made subject to Architectural Committee review. The Architectural Committee may, but shall not be required to, prevent or allow the construction of a proposed improvement based upon the effect it will have upon the view from any particular Lot. The Architectural Committee may consider the effect the improvement will have on the Property as a whole, it being expressly understood that neither the Architectural Committee nor the members thereof shall be liable to any Owner in monetary damages or otherwise due to the construction of any improvement within the Property or the creating thereby of an obstruction to the view from such Owner's Lot or Lots.

4.02 Outbuildings. Every outbuilding, inclusive of such structures as a detached garage, storage building or greenhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such buildings shall be subject to approval by the Architectural Committee. In no instance shall an outbuilding, other than a detached garage, exceed one (1) story in height or have total floor area in excess of ten percent (10%) of the floor area of the main dwelling.

4.03 Building Height. No improvement greater than thirty-two (32) feet in height may be constructed on any Lot without the prior written approval of the Architectural Committee. For purposes of this paragraph, height shall be measured from the foundation slab of the proposed improvement to the ridge line of the roof of the proposed improvement.

4.04 Building Materials; Dwelling Size. All single family dwellings shall be of recognized standard construction quality, and all exteriors (exclusive of doors, windows, and similar openings) shall be constructed of at least seventy-five percent (75%) masonry or other material specifically approved in writing by the Architectural Committee. Masonry includes ceramic tile, brick, rock and all other materials commonly referred to in the College Station, Texas area as masonry. Unless an exception is granted by the Architectural Committee, all single family dwellings shall contain not less than two thousand (2000) square feet of enclosed living space, exclusive of porches (open or covered), decks, garages and carports. Each residence shall include an enclosed attached or detached garage or other structure sufficient to meet the requirements of Section 3.22 above.

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

4.06 Set-back Requirements. No building shall be located or erected nearer to any Lot line bordering a street right-of-way than the building line shown on the recorded plat of the Property subdivision section which includes such Lot. No building shall be located nearer than seven and one-half (7-1/2) feet to any interior side Lot lines. No building shall be located nearer than twenty (20) feet from any rear Lot line. Notwithstanding the foregoing, in respect to cul-de-sac Lots or Lots having irregular shapes, such building must be situated at a mean distance of at least seven and one-half (7-1/2) feet from each side property line of such Lot, but in no event closer at any one point than seven and one-half (7-1/2) feet from such side property lines. Furthermore, on such cul-de-sac Lots or Lots having irregular shapes, such structure may be constructed as near as twenty-five (25) feet from the rear of the Lot; provided further, however, that detached garages may be as near as twenty (20) feet from the rear of the Lot and any permitted temporary structures may be situated as near as seven and one-half (7-1/2) feet from the rear of any such Lot. For purposes of these covenants, the eaves of buildings shall not be deemed to be part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure. This Section shall not be construed to allow any building or structure to encroach upon another Lot.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/GARDENS

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

W/ 1856 JMC: 60

Thereby certify, on 11-15-14



Laura M. [Signature]
Notary Public
County of Brazos, Texas

ARTICLE 5.
SPRINGBROOK OWNERS ASSOCIATION

5.01 Organization. The Declarant has on 1992 caused the formation and incorporation of the Association as a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration, and varied with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

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

5.03 Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of directors to the Board on all other matters to be voted on by the Members shall be calculated as follows:

- (A) The Owner, whether one or more (including Declarant) of each Lot within the Property shall have one vote for each Lot so owned.
- (B) In addition to the votes to which Declarant is entitled by reason of Subparagraph (A) of this Section, for every such vote Declarant shall have three (3) additional votes, until such time as the votes described in Subparagraph (A) of this Section, owned by Owners other than Declarant, total in the aggregate sixty-six and two-thirds percent (66 2/3%) of the total number of votes outstanding under Subparagraph A. Thereafter Declarant shall have only the votes, if any, to which it is entitled under Subparagraph (A) of this Section.

5.04 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to any limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association, and the Board acting on behalf of the Association, shall have the following powers and authority at all times:

- (A) SPRINGBROOK/OAKGROVE Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such SPRINGBROOK/OAKGROVE Rules and Bylaws, not in conflict with this Declaration, as it deems proper to address any and all aspects of its functions.
- (B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out Association functions.
- (C) Records. To keep books and records of the Association's affairs.
- (D) Assessments. To levy Assessments as provided in Article VII below.
- (E) Right of Entry and Enforcement. To enter at any time in an emergency, or in a non-emergency, after ten (10) days written notice, without being liable to any Owner, upon any Lot and into any improvement thereon for the purpose of enforcing the SPRINGBROOK/OAKGROVE Residential Restrictions or for the purpose of erecting, maintaining or repairing any improvement to conform

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/OAKGROVE

STATE OF TEXAS
COUNTY OF BRAZOS

Page 11

Vol. 1856 PAGE 61

This foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certified on 4-15-14



John McLean
Notary Public
Brazos County, Texas

to the SPRINGBROCKOAKGROVE Residential Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered on and improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of an or behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the SPRINGBROCKOAKGROVE Residential Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the SPRINGBROCKOAKGROVE Residential Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

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

(G) Delegation to Committees. To set up one or more committees as authorized by the Texas Non-Profit Corporation Act, as the same is amended from time to time.

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

5.05 Landscape and Maintenance. The Association shall be authorized to landscape, maintain and repair easements, rights-of-way, common areas, entry ways, sidewalks, paths, trails, detention ponds, lakes, and other areas of the Property, as appropriate.

5.06 Common Areas.

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

- (1) To accept, own, operate and maintain all Common Areas which may be conveyed or leased to it by Declarant, together with any improvements of any kind or purpose located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association by Declarant; and to maintain in good repair and condition all lands, improvements, and other Association property owned by or leased to the Association, whether by Declarant or by other Persons.
- (2) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon individual members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- (3) To execute mortgages, both construction and permanent, for construction of improvements on property owned by or leased to the Association, and to accept lands in Common Areas, whether or not improved, from Declarant subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner deemed appropriate by the borrower, whether Declarant or the Association. The mortgage

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROCKOAKGROVE

Page 12

Vol. 1856 Pt. 62

STATE OF TEXAS
COUNTY OF BRAZOS

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They certify, on 11-5-14
Kasey McLean
County Clerk
Brazos County, Texas

or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien, as deemed appropriate by borrower, whether Declarant or the Association, on the improvement to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be refinanced and secured by the revenues generated by dues, use fees, assessment of Members, or otherwise, or any combination thereof, as may be deemed appropriate by Declarant or the Association, as the case may be, but subject to the limitations imposed by this Declaration.

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

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

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

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

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

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

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

Nothing contained in this Subparagraph, however, shall be construed to permit use or occupancy of any Common Area or improvement in a way that would violate applicable use and occupancy restrictions imposed by other provisions of this Declaration, or by any statute, rule, regulation, ordinance or other law of any governmental entity, including but not limited to rules and orders of the Texas Water Development Board, Texas Water Commission, and any flood plain, industrial waste or other ordinance of the City of College Station.

(2) To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association.

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

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

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

(6) To enter into contracts with Declarant and other persons, on such terms and provisions as the Board shall determine, to operate and maintain any of the Common Areas or to provide

STATE OF TEXAS
COUNTY OF BRAZOS

The following is a true and correct copy of the original
version of the instrument recorded in the office of
the County Clerk, County of Brazos, Texas.



Witness my hand and seal on this 12th day of
June, 2009.

County Clerk,
Brazos County, Texas

any service or perform any function on behalf of Declarant or the Association in connection with the purposes of the Association.

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

5.07 Agreement with City of College Station, City of Bryan, and County of Brazos. The Declarant, as the agent of the Association, or the Association, may enter into one or more agreements with the City of College Station or State of Texas or both, with respect to (1) the landscaping and maintenance of portions of the northeastern shoulder of Barton Road right of way, or (2) the dedication of any drainage basin, park or other common area within the property for municipal maintenance or with the City of Bryan with respect to landscaping and maintenance of portions of utility easements. The Association shall accept, without further requirement or documentation, said agreement and the requirements and benefits associated therewith, for any agreement reached by the Declarant.

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

ARTICLE 6. ARCHITECTURAL COMMITTEE

6.01 Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Voting Members deem appropriate. The following persons are hereby designated as the Initial Voting Members of the Architectural Committee: Myra Beth Whigby, Dan Beneshman and Laurie Falls.

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

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

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

6.05 Declarant's Rights of Appointment. Until Declarant has less than fifty percent (50%) of the votes in the Association (the Transition Date), Declarant, its successors or assigns shall have the right to appoint and remove all Voting Members of the Architectural Committee, which persons need not be drawn from Association Members. Notwithstanding the preceding sentence, Declarant may delegate its right of appointment, or any portion thereof, to the Board by written instrument before such date. Whenever the Transition Date occurs, the Board shall have the right to appoint all Voting Members. At such time as the Board gains the right to appoint and remove Voting Members of the Architectural Committee, or any portion of this right, a majority of the Voting Members so appointed shall be drawn from Members of the

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK HOMES

Page 14

Vol. 1856 Page 64

STATE OF TEXAS
COUNTY OF BRAZOS
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records of Brazos County, Texas



My commission expires on 4-15-14
Keren McLean
County Clerk
Brazos County, Texas

Association. Advisory Members shall, when reasonably possible, be drawn from Members of the Association.

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

6.07 Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, the Architectural Committee shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction or any improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. Upon receipt of all necessary information, the Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other related duties assigned or authorized by this Declaration, including at its option inspection of construction in progress to assure its conformance with previously approved Plans and Specifications. The Architectural Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indelible, uncertain or capable of more than one construction. The Architectural Committee may, in its review of Plans and Specifications and such other information as it deems proper, consider whether any proposed improvement upon a Lot would unreasonably obstruct the view from other portions of the Property. The Architectural Committee may, but shall not be required to, disapprove any improvement upon any Lot that would unreasonably obstruct the view from any other portion of the Property. No improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Property and the surrounding area. The Architectural Committee shall have the authority to disapprove any proposed improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed improvement, nor shall its approval of any Plans and Specifications be deemed an endorsement, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes not of its authorship.

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

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

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK-APPROVE

NO. 18556 REC. 65

Page 25

COUNTY OF BRAZOS

This instrument is a true and correct copy of the same as the same appears on file and recorded in the appropriate records of Brazos County, Texas



Notary Public, on 12-14-11
Karin McLean
County Clerk
Brazos County, Texas

6.11 Nonliability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its members, as the case may be. Neither the Architectural Committee nor any member thereof shall be liable to any Owner due to the construction of any improvements within the Property, or the creation thereby of any obstruction of the view from such Owner's Lot or Lots.

6.12 Address. Plans and Specifications shall be submitted to the Architectural Committee in care of Laura Polits, 208 Southwest Parkway, College Station, 77840, or in care of such other person at such other address as may be designated by Declarant or the Board, as the case may be, from time to time.

6.13 Failure to Act. In the event the Architectural Committee or its designated representative fails to approve or disapprove any Plans and Specifications within ten (10) days after the same have been submitted to it, complete with all other information requested by the Architectural Committee in connection with such submission, approval shall be assumed.

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

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

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

ARTICLE 7. FUNDS AND ASSESSMENTS

7.01 Assessments.

(A) The Association may from time to time levy Assessments against each Lot whether or not improved. The level of Assessments shall be equal and uniform between all Lots, provided, however, that no Assessments hereunder shall be levied against Declarant.

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK ALDOROVE

NO. 1856 REC 66

Page 16

STATE OF TEXAS

County of Brazos

The foregoing is a true and correct copy as the same appears in the appropriate records of Brazos County, Texas



Thereby certified on 11-15-14
Katie McLean
County Clerk
Brazos County, Texas

(C) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the owner of the Lot against which the Assessment falls due, and shall become a lien against each such Lot and all improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

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

7.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the SPRINGBROOK/OAKGROVE Residential Restrictions, including but not limited to the cost of all utility ways, landscaping, greenbelts, common areas, median strip, and right-of-way maintenance, the cost of enforcing the SPRINGBROOK/OAKGROVE Residential Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's funds. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

7.04 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the SPRINGBROOK/OAKGROVE Residential Restrictions. The amount and due date of any special Assessments shall be at the reasonable discretion of the Board.

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

7.06 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but not paid, together with interest as provided in Section 7.05 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust filed of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination shall be effectuated by an officer of the Association, duly authorized by the Board. To enforce an Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/OAKGROVE

Vol. 1855 PAGE 67

Page 17

STATE OF TEXAS

COUNTY OF BRAZOS

This foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

This day certain, on 11-15-14

Anna Yu-Lan

County Clerk
Brazos County, Texas



Indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by an officer of the Association, duly authorized by the Board, and shall be recorded in the office of the County Clerk of Brazos County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent, and may be enforced subsequent to the recording of a notice of Assessment in the manner as provided above, by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee the status of any Assessments relating to the Mortgagee's mortgage and remaining unpaid for longer than thirty (30) days after due.

ARTICLE 8. EASEMENTS

8.01 Reserved Easements. All dedications, limitations, restrictions, and reservations shown on any plat covering all or any portion of the property and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most effectively, efficiently and economically developing and marketing the property. Further, Declarant reserves the right, without the necessity of the joinder of any owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, common areas, rights-of-way and easements for public utility purposes (including, without limitation, gas, cable, water, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, any such easement having a maximum width of seven and one-half (7-1/2) feet on each side of such Lot line.

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

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

8.04 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of improvements approved by the Architectural Committee

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/MORGAGE

VOL 1856 PART 88
STATE OF TEXAS
COUNTY OF BRAZOS

This foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

Thereby certify, on



Karen M. Lyden
County Clerk,
Brazos County, Texas

thereon require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of improvements, temporary or permanent, in any drainage easement, except as may be approved in writing by the Architectural Committee.

8.05 Blanket Easement. An easement is hereby retained in favor of the Association over all Lots and the Common Area for the purpose of enforcing the SPRINGBROOK/KYOKROVE Residential Restrictions in accordance with Section 8.04(E) hereof, and for the construction of a common cable television system, a common sprinkler system, maintenance of landscaping, or any other item for the common benefit of the Owners. An easement is further granted for the purpose of repairing and maintaining any such system so constructed. An entry upon any Lot or the Common Areas to effectuate the foregoing purposes shall not be deemed as trespass.

**ARTICLE 9.
MISCELLANEOUS**

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2021, unless amended as herein provided. After December 31, 2021, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended as provided in Section 9.03 below or terminated by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the property then subject to this Declaration, filed of record in the Official Records of Brazos County, Texas.

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

9.03 Amendment.

(A) **By Declarant.** This Declaration may be amended by the Declarant, acting alone, until September 1, 1994, and thereafter for so long as Declarant holds a majority of the votes of the Association. No amendment by Declarant shall be effective until there has been recorded in the Official Records of Brazos County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the Secretary of the Association, certifying that the Declarant had the requisite number of votes.

(B) **By Owners.** In addition to the method in Section 9.03 (A), after September 1, 1994, this Declaration may be amended by the recording in the Official Records of Brazos County of an instrument executed and acknowledged by the President and Secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least sixty percent (60%) of the number of votes entitled to be cast pursuant to Section 9.03 hereof.

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

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/KYOKROVE**

Page 19

PLAT NO. 1856 REC. 69

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same
has been read and approved in the presence of
the undersigned, a Notary Public in and for the State
of Texas, County of Brazos, Texas
Notary Public, on this 14th day of _____, 1994.
Karen McLean
County Clerk,
Brazos County, Texas



person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

9.06 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

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

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

9.06 Enforcement and Maintenance.

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

(B) **Maintenance.** The failure to enforce any provision of the SPRINGBROOK/OAKGROVE Residential Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

(C) **Liens.** The Association shall have the right, when appropriate in this judgment, to claim or impose a lien upon any Lot or improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

9.05 Construction.

(A) **Restrictions Sovereign.** The provisions of the SPRINGBROOK/OAKGROVE Residential Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

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

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/OAKGROVE

1856 REC 70

Page 30

STATE OF TEXAS

County of Brazos

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

I hereby certify and



Anna McQueen
County Clerk
Brazos County, Texas

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

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

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 21st day of

July, 1997

Declarant:

FOUNTAINHEAD DEVELOPMENT CORPORATION.

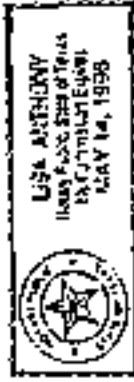
BY: Dan Berenson

Dan Berenson, President

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on the 21 day of July, 1997, by Dan Berenson, President of FOUNTAINHEAD DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporation, in the capacity therein stated.



Lisa Anthony
NOTARY PUBLIC, State of Texas

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/ALLEGRO/E

VD: 1856 PAGE 71

Page 71

STATE OF TEXAS
COUNTY OF BRAZOS
This document is a true and correct copy as the same appears on file and recorded in the appropriate records of the State of Texas, County of

Notary Public, on



Lisa Anthony
County Clerk,
Brazos County, Texas

EXHIBIT A

Final plat of SPRINGBROOK/OAKGROVE, 22.14 acres, ROBERT STEVENSON LEAGUE, Abstract No. 54, College Station, Brazos County, Texas, according to plat of such subdivision recorded in Volume 1833, page 33, Official Records, Brazos County, Texas.

SPRINGBROOK/OAKGROVE
SOUTHWEST EXHIBIT "A"

VOL. 1856 PAGE 72

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same
appears on file and recorded in the appropriate
books of Brazos County, Texas.



Witness my hand on _____

Robert Stevenson
Robert Stevenson
County Clerk
Brazos County, Texas

96 JAN 19 AM 9:15

CLERK OF DISTRICT COURT
 BRAZOS COUNTY COURTHOUSE
 BAYTOWN, TEXAS

BY Jo Miller
 DEPUTY

DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS
 SPRINGBROOK/HIDDEN HOLLOW

THE STATE OF TEXAS §
 §
 COUNTY OF BRAZOS §

WHEREAS FOUNTAINHEAD DEVELOPMENT CORPORATION, a Texas corporation acting in the capacity of Trustee, hereinafter called the Declarant, is the owner of that real property in Brazos County, Texas, which is more fully described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

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

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

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

ARTICLE 1.
 DEFINITIONS

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

- 1.01 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of improvements on the Property.
- 1.02 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same may be amended from time to time.
- 1.03 Articles. "Articles" shall mean Articles of Incorporation of SPRINGBROOK Homeowners Association, Inc., as that instrument may be amended from time to time, which instrument is or shall be filed in the office of the Secretary of State of the State of Texas.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 SPRINGBROOK/HIDDEN HOLLOW

Page 1

VOL. 2519 PAGE 113

STATE OF TEXAS
 COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

They hereby certify, on



Gene McLean

Notary Public
 Brazos County, Texas

1.04 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.

1.05 Association. "Association" shall mean SPRINGBROOK Homeowners Association, Inc., a Texas non-profit corporation, which shall have authority and responsibility for all of the communities and subdivisions of SpringBrook, as hereafter defined.

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

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

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

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

1.10 Declaration. "Declaration" shall mean this instrument as it may be amended from time to time.

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

1.12 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a recorded plat of the Property, together with all improvements located thereon.

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

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

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

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

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/HIDDEN HOLLOW

NO. 2519 PAGE 114

Page 2

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same
appears on file and recorded in the appropriate
records of Brazos County, Texas

Thereby certify, on



Karen McLean

County Clerk,
Brazos County, Texas

1.18 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such improvement.

1.19 SPRINGBROOK. "SpringBrook" shall mean three (or more) "communities", or subdivisions, including the Property, which are adjacent tracts and have similar features, covenants, conditions, and restrictions, and which share a common Association, with appropriate committees or sub-committees.

1.20 SPRINGBROOK/HIDDEN HOLLOW Residential Restrictions. "SPRINGBROOK/HIDDEN HOLLOW Residential Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with the SPRINGBROOK/HIDDEN HOLLOW Rules, Architectural Committee Rules and the Articles and Bylaws of the Association as the same are in effect from time to time.

1.21 SPRINGBROOK/HIDDEN HOLLOW Rules. "SPRINGBROOK/HIDDEN HOLLOW Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.

ARTICLE 2. DEVELOPMENT OF THE PROPERTY

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

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

- (1) A reference to this Declaration, which reference shall state the book and page numbers of the Official Records of Brazos County wherein this Declaration is recorded;
- (2) A statement that the provisions of this Declaration shall apply to the added land; and
- (3) A legal description of the added land.

2.03 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw areas from the Property, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall no longer apply to those lands withdrawn. In order to withdraw lands from the Property hereunder, Declarant shall be required only to record in the Official Records of Brazos County, Texas, a notice of withdrawal of land containing the following provisions:

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/HIDDEN HOLLOW

VOL. 2519 PAGE 115

Page 3

STATE OF TEXAS
COUNTY OF BRAZOS

"The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify on



Karen McQueen

County Clerk,
Brazos County, Texas

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

(3) A legal description of the withdrawn land.

ARTICLE 3.
GENERAL RESTRICTIONS

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

3.01 Construction of Improvements. No Improvements except Improvements made by Declarant shall hereafter be constructed upon any of the Property without the prior approval of the Architectural Committee.

3.02 Antennae and Signals. No antenna or other device for the transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used, or maintained on any Lot, whether attached to a building or structure or otherwise, without the prior written approval of the Architectural Committee. No radio signals, television signals or any other form of electromagnetic radiation shall originate from any Lot so as to unreasonably interfere with the reception of television or radio signals on any other Lot.

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

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

3.05 Signs. No sign of any kind shall be displayed to the public view on the Property without the prior written approval of the Architectural Committee, except for signs which are part of Declarant's overall marketing plan for the Property. The Architectural Committee may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for the same.

3.06 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. If rubbish or debris accumulates upon any Lot in violation of this provision in the judgment of the Association, the Association may remove the rubbish or debris, and charge a special assessment to the Owner of the Lot.

3.07 Noise. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGCREEK/HIDEAWAY HOLLOW

Page 4

VOL. 2519 PAGE 146

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recording in the appropriate records of Brazos, County, Texas

Thereby certify, on



Karen M. Lynn

County Clerk,
Brazos County, Texas

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

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

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

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

3.12 Roofing Materials. The surface of all roofs of principal and secondary structures shall be wood, tile, shingle, shakes or quality composition shingle. The Architectural Committee shall have authority to approve other roof treatments and materials when in its determination such treatments and materials in the form utilized will not be a detriment to the quality of the neighborhood.

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

3.14 Driveway. The Architectural Committee shall have the right to impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads, streets or private driveways within the Property.

3.15 Tanks. The Architectural Committee shall have the right to approve the location of any tank used or proposed in connection with a single family residential structure, including tanks for storage of fuel, water, oil or LPG and including swimming pool filter tanks. (No elevated tanks of any kind shall be erected, placed or permitted on any Lot). All tanks shall be screened so as not to be visible from any other portion of the Property.

3.16 Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on improvements as approved in writing by the Architectural Committee, except what has already been constructed by the City of College Station, prior to April, 1995; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of improvements which have been previously approved in writing by the Architectural Committee. The installation method, including but not limited to location, type of installation equipment, trenching method and other aspects of installation for both temporary and permanent utilities, shall be subject to review and approval by the Architectural Committee.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/HIDDEN HOLLOW

Vol. 2519 PAGE 117

Page 3

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

Thereby certify, on



County Clerk,
Brazos County, Texas

4-15-14 [Signature]

3.17 Drainage. There shall be no interferences with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for property drainage and approved by the Architectural Committee.

3.18 Hazardous Activities. No activities shall be conducted on the Property and no improvements shall be constructed on the Property that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, and no open fires shall be lighted or permitted except within safe and well designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

3.19 Mining and Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

3.20 Machinery and Equipment. Without the approval of the Association or Declarant, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Common Area except such machinery or equipment as is usual and customary in Brazos County, Texas, in connection with the use, maintenance, or construction of a private residence or apartment structures or recreational facilities maintained by the Association; provided however, such machinery or equipment may be placed, operated or maintained by any governmental or quasi-governmental agency, or by a public utility, in the performance of its legitimate functions.

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

3.22 Unightly Articles: Vehicles. No trailer, recreational vehicle, tent, boat, or stripped down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the driveway or front yard in front of the building line of the permanent structure, and same shall be kept, parked, stored or maintained on other portions of a Lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots or streets. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street.

3.23 Mobile Homes, Travel Trailers. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours.

3.24 Fences.

(A) No fence, wall, or hedge shall be built or maintained forward of the front wall line of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any lot. An exception shall be made in the case of retaining walls not to exceed twenty-four inches (24") above the ground. Notwithstanding the foregoing, the Architectural Committee is empowered to waive the aforesaid height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion,

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/HIDDEN HOLLOW

VO: 2519 PAGE 118

Page 6

STATE OF TEXAS
COUNTY OF BRAZOS

This foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on

4-15-14

Karen McLean



County Clerk,
Brazos County, Texas

such waiver is advisable in order to accommodate a unique, attractive or advanced building concept design or material and the resulting decorative wall and/or retaining wall will not detract from the general appearance of the neighborhood. No chain-link fences may be built or maintained on any Lot.

(B) Unless otherwise approved by the Architectural Committee, any fence built or maintained on any Lot shall be constructed only of standard grade cedar privacy fence materials, six (6') feet in height, with the finished (smooth) side facing all streets or common areas or adjoining properties which are not part of Springbrook, and the rough side facing the interior of any Lot, or wrought iron.

3.25 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept or maintained on the Property. No domestic household pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets shall be allowed on the Property other than on the Lot of its Owner, except when confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation shall be allowed. No domestic household pet shall be allowed to run at large and all of such pets shall be kept within enclosed areas which shall be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed areas shall be constructed in accordance with Plans and Specifications approved by the Architectural Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property. No more than four (4) adult dogs and four (4) adult cats may be kept on a single lot. All domestic household pets shall be kept in strict accordance with all local laws and ordinances.

3.26 Maintenance of Lawns and Plantings. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot cultivated, pruned, and free of trash and other unsightly material. Subject to Section 3.29 below, trees, shrubs, vines and plants that die shall be promptly removed. Declarant, the Association and the Architectural Committee shall have the right at any reasonable time after not less than ten days notice to Owner to cure any violation of this provision within such 10-day period, to enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon, and to charge the cost thereof to the Owner of the Lot as provided in Section 5.04(E) below.

3.27 Landscape Design. All landscaping shall be designed so as to protect and promote, as far as practicable, the natural local landscape environment through use of native materials, natural drainage, indigenous plan selection and site design. All landscaping designs shall:

- (A) Wherever possible, save and incorporate into the Plans and Specifications existing trees and trunk diameters of four (4) or more inches. To insure the viability of these trees, soil compacting, trenching and/or cut and fill shall be avoided, to the greatest extent possible, in the area defined by trees' dripline.
- (B) Maintain or enhance, wherever possible, existing vegetation within drainage easements to prevent erosion, siltation, or impediment of runoff augmented by development.
- (C) Install live, growing sod covering the front and side yards, prior to occupancy of any residence constructed on a Lot, and an equivalent substitute which achieves as satisfactory a ground cover in approximately the same period of time in the backyard, all such ground cover to be indigenous to the area, and maintained in a healthy and growing condition.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/MIDDEN HOLLOW

VO: 2519 PAGE 119

Page 7

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

Thereby certify, on



County Clerk,
Brazos County, Texas

4/15/14

3.28 Construction and Sales Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property, or the sale of any Lot thereafter. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence Improvements, and then the material shall be placed within the property lines of the Lot upon which the Improvements are to be erected and shall not be placed on the street or on any other part of the Property. In the event of any disputes regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction. At such time as the Declarant ceases using any portion of the Property as a model home or sales office, the affected Property shall be altered and/or remodeled, if necessary or desirable, to comply with the covenants and restrictions contained herein.

3.29 Mailbox. Mailboxes shall be erected and maintained on each Lot upon which a residence is situated, and shall be fixed on masonry stanchions (columns), approved by the Architectural Committee. No metal post stands shall be permitted. Each mailbox shall be new when installed, constructed of durable steel or aluminum, and of a size and shape conforming to postal authority standards for single family residential postal depositories. Mailboxes shall be located on the curb in accordance with postal regulations.

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

3.31 Garage conversions. No garage, or any portion thereof, may be converted into enclosed living space unless an alternative garage of at least equal size is constructed and the plans and specifications for the conversion and construction are first approved in writing by the Architectural Committee.

3.32 Windows and Doors. Doors and windows in any residence on any Lot shall comply with all of the requirements of Article 5.33A, Section 6(a)(1) of the Insurance Code of the State of Texas, as it now exists, which provisions are sometimes called Standard 1 guidelines for home security, the "Safe Home" program. Those guidelines are as follows:

- (A) Exterior doors must be solid core doors that are 1 1/2 inches thick and must be secured by dead-bolt locks. All dead-bolt locks must lock with a minimum bolt throw of 1 inch that penetrates a metal strike plate mounted with 3 inch screws.
- (B) Metal doors must be secured by dead-bolt locks.
- (C) If glass is within 40 inches of a locking device, the lock must be key operated from both sides.
- (D) Double doors must have the inactive door secured by header and threshold bolts that penetrate metal strike plates, and in the case of glass located within 40 inches of header and threshold bolts, the inactive door must have the bolts flush-mounted in the edge of the door.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/HIDDEN HOLLOW

Page 8

Vol. 2519 PAGE 120

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on



Lorena McQueen
County Clerk,
Brazos County, Texas

- (E) Sliding glass doors must be secured by secondary locking devices to prevent lifting and prying.
- (F) Dutch doors must have concealed flush-bolt locking devices to interlock upper and lower halves and must be secured by a dead-bolt lock.
- (G) Garage doors must be equipped with key-operated locking devices.
- (H) Windows must be secured by auxiliary locking devices (screws, wooden dowels, pinning devices, or key-operated locks).
- (I) Windows and doors must be clear of exterior shrubbery.

If revisions are adopted in the statute referenced above by the Texas Legislature, such revisions may also be adopted herein, if such action is taken pursuant to Section 9.03 below.

3.33 Electronic Burglar Alarms. If any residence on any lot has an electronic burglar alarm system, such system shall comply with all of the requirements of Article 5.33A, Section 6(a)(2) of the Insurance Code of the State of Texas, as it now exists, which provisions are sometimes called Standard II guidelines for home security, the "Safe Home" program. Those guidelines are as follows:

- (A) All exterior structure openings are contacted (including non-opening windows).
- (B) The system includes an interior and exterior siren.
- (C) All equipment is U.L. approved and monitored by a U.L. approved central station.
- (D) Sales, service, installation, and monitoring of the system are done in compliance with the Private Investigators and Private Security Agencies Act.

If any residence on any Lot does not have an electronic burglar alarm system installed at the time of its original construction, the Owners shall nevertheless cause the residence to be pre-wired during construction to permit subsequent compliance with Standard II guidelines, so that no additional electrical installation shall be necessary if and when an electronic burglar alarm system is installed.

3.34 Room and Board Plans. No Owner shall permit any Lot or Improvement on any Lot to be used in whole or in part by tenants on rooming or boarding plans or contracts, or both, of any type.

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

3.36 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/HIDDEN HOLLOW

Vol. 2519 Page 121

Page 9

STATE OF TEXAS
COUNTY OF BRAZOS

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Thereby certify, on



Karen McQueen

County Clerk
Brazos County, Texas

4-15-14

warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance upon one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

ARTICLE 4.
RESIDENTIAL RESTRICTIONS

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

4.02 Outbuildings. Every outbuilding, inclusive of such structures as a detached garage, storage building or greenhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such buildings shall be subject to approval by the Architectural Committee. In no instance shall an outbuilding, other than a detached garage, exceed one (1) story in height or have total floor area in excess of ten percent (10%) of the floor area of the main dwelling.

4.03 Building Height. No improvement greater than thirty-two (32) feet in height may be constructed on any Lot without the prior written approval of the Architectural Committee. For purposes of this paragraph, height shall be measured from the foundation slab of the proposed improvement to the ridge line of the roof of the proposed improvement.

4.04 Building Materials: Dwelling Size. All single family dwellings shall be of recognized standard construction quality, and all exteriors (exclusive of doors, windows, and similar openings) shall be constructed of at least seventy-five percent (75%) masonry or other material specifically approved in writing by the Architectural Committee. Masonry includes ceramic tile, brick, rock and all other materials commonly referred to in the College Station, Texas area as masonry. Unless an exception is granted by the Architectural Committee, all single family dwellings shall contain not less than two thousand six hundred (2600) square feet of enclosed living space, exclusive of porches (open or covered), decks, garages and carports. Each residence shall include an enclosed attached or detached garage or other structure sufficient to meet the requirements of Section 3.22 above.

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/HOLLOW

Page 10

VOL. 2519 PAGE 122

STATE OF TEXAS
COUNTY OF BRAZOS

This foregoing is true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on



Karen McLean

County Clerk,
Brazos County, Texas

4-15-14

4.06 Set-back Requirements. No building shall be located or erected nearer to any Lot line bordering a street right-of-way than the building line shown on the recorded plat of the Property subdivision section which includes such Lot. No building shall be located nearer than seven and one-half (7-1/2) feet to any interior side Lot lines. No building shall be located nearer than twenty-five (25) feet from any rear Lot line; provided further, however, that detached garages may be as near as twenty (20) feet from the rear of the Lot, if allowed by City requirements, and any permitted temporary structures may be situated as near as seven and one-half (7-1/2) feet from the rear of any such Lot. Notwithstanding the foregoing, in respect to cul-de-sac Lots or Lots having irregular shapes, such building must be situated at a mean distance of at least seven and one-half (7-1/2) feet from each side property line of such Lot, but in no event closer at any one point than seven and one-half (7-1/2) feet from such side property lines. For purposes of these covenants, the eaves of buildings shall not be deemed to be part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure. This Section shall not be construed to allow any building or structure to encroach upon another Lot.

ARTICLE 5.
SPRINGBROOK OWNERS ASSOCIATION

5.01 Organization. The Declarant has on January 20, 1993, caused the formation and incorporation of the Association as a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

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

5.03 Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of directors to the Board on all other matters to be voted on by the Members shall be calculated as follows:

- (A) The Owner, whether one or more (including Declarant) of each Lot within the Property shall have one vote for each Lot so owned.
- (B) In addition to the votes to which Declarant is entitled by reason of Subparagraph (A) of this Section, for every such vote Declarant shall have three (3) additional votes, until such time as the votes described in Subparagraph (A) of this Section, owned by Owners other than Declarant, total in the aggregate sixty-six and two-thirds percent (66 2/3%) of the total number of votes outstanding under Subparagraph A. Thereafter Declarant shall have only the votes, if any, to which it is entitled under Subparagraph (A) of this Section.

5.04 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to any limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association, and the Board acting on behalf of the Association, shall have the following powers and authority at all times:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/HIDDEN HOLLOW

VOL. 2519 PAGE 123

Page 11

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

Thereby certify on:



Karen M. Lynn
County Clerk,
Brazos County, Texas

4.15.14

- (A) SPRINGBROOK/HIDDEN HOLLOW Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such SPRINGBROOK/HIDDEN HOLLOW Rules and Bylaws, not in conflict with this Declaration, as it deems proper to address any and all aspects of its functions.
- (B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out Association functions.
- (C) Records. To keep books and records of the Association's affairs.
- (D) Assessments. To levy Assessments as provided in Article VII below.
- (E) Right of Entry and Enforcement. To enter at any time in an emergency, or in a non-emergency, after ten (10) days written notice, without being liable to any Owner, upon any Lot and into any improvement thereon for the purpose of enforcing the SPRINGBROOK/HIDDEN HOLLOW Residential Restrictions or for the purpose of erecting, maintaining or repairing any improvement to conform to the SPRINGBROOK/HIDDEN HOLLOW Residential Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered on and improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of an on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the SPRINGBROOK/HIDDEN HOLLOW Residential Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the SPRINGBROOK/HIDDEN HOLLOW Residential Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.
- (F) Legal and Accounting Services. To retain and pay for Legal and accounting services necessary or proper for the operation of the Association.
- (G) Delegation to Committees. To set up one or more committees as authorized by the Texas Non-Profit Corporation Act, as the same is amended from time to time.
- (H) Employees. To engage such employees as may be reasonably necessary in the management of the Association and the performance of its duties.

5.05 Landscape and Maintenance. The Association shall be authorized to landscape, maintain and repair easements, rights-of-way, common areas, entry ways, sidewalks, paths, trails, detention ponds, lakes, and other areas of the Property, as appropriate.

5.06 Common Areas.

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/HIDDEN HOLLOW

Vol. 2519 Page 124

Page 12

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

Thereby certify, on



Karen McQueen
County Clerk,
Brazos County, Texas

4-15-1988

- (1) To accept, own, operate and maintain all Common Areas which may be conveyed or leased to it by Declarant, together with any improvements of any kind or purpose located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association by Declarant; and to maintain in good repair and condition all lands, improvements, and other Association property owned by or leased to the Association, whether by Declarant or by other Persons.
- (2) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon individual Members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- (3) To execute mortgages, both construction and permanent, for construction of improvements on property owned by or leased to the Association, and to accept lands in Common Areas, whether or not improved, from Declarant subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner deemed appropriate by the borrower, whether Declarant or the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien, as deemed appropriate by borrower, whether Declarant or the Association, on the improvement to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessment of Members, or otherwise, or any combination thereof, as may be deemed appropriate by Declarant or the Association, as the case may be, but subject to the limitations imposed by this Declaration.
- (B) In addition to, and not in limitation of, the power and authority of the Association as set forth in Section 5.04 of this Declaration, the Association, acting through the Board, shall have the power and authority:
- (1) To grant and convey portions of Association property, including fee title, leasehold estates, easements, right-of-way, and/or mortgages, to any person or entity for the purpose of constructing, erecting, operating or maintaining the following:
- (a) Parks, pathways or other recreational facilities or structures;
 - (b) Roads, street, walks, driveways, trails and paths;
 - (c) Lines, cables, wires, conduits, pipelines or other means of providing utilities;
 - (d) Sowers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
 - (e) Any similar public, quasi-public or private improvements.
- Nothing contained in this Subparagraph, however, shall be construed to permit use or occupancy of any Common Area or improvement in a way that would violate applicable use and occupancy restrictions imposed by other provisions of this Declaration, or by any

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/HIDDYS HOLLOW

Vol. 2519 pgs. 125

Page 13

STATE OF TEXAS
COUNTY OF BRAZOS

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Thereby certify, on



Kenn McLean

County Clerk,
Brazos County, Texas

statute, rule, regulation, ordinance or other law of any governmental entity, including but not limited to rules and orders of the Texas Water Development Board, Texas Water Commission, and any flood plain, industrial waste or other ordinance of the City of College Station.

- (2) To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association.
- (3) To pay for any other services necessary or proper in the performance of Association functions, and to pay for any other taxes or assessments that the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws of the Association.
- (4) To own and operate any and all types of facilities for both active and passive recreation.
- (5) To construct new improvements or additions to Association properties, subject to the approval of the Architectural Committee as required in this Declaration.
- (6) To enter into contracts with Declarant and other persons, on such terms and provisions as the Board shall determine, to operate and maintain any of the Common Areas or to provide any service or perform any function on behalf of Declarant or the Association in connection with the purposes of the Association.
- (7) To acquire and own and to dispose of all manner of real and personal property, whether by purchase, grant, lease, gift or otherwise.

5.07 Agreement with City of College Station, City of Bryan, and State of Texas. The Declarant, as the agent of the Association, or the Association, may enter into one or more agreements with the City of College Station or State of Texas or both, with respect to (1) the landscaping and maintenance of portions of the right of way of State Highway 6, and/or (2) the dedication of any drainage basin, park or other common area within the property for municipal maintenance and/or with the City of Bryan or the City of College Station with respect to landscaping and maintenance of portions of utility easements. The Association shall accept, without further requirement or documentation, said agreement and the requirements and benefits associated therewith, for any agreement reached by the Declarant.

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/HIDDEN HOLLOW

Page 14

Vol. 2519 Page 126

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COUNTY OF BRAZOS

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Thereby certify, on



Karen McLean
County Clerk,
Brazos County, Texas

ARTICLE 6.
ARCHITECTURAL COMMITTEE

6.01 Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Voting Members deem appropriate. The following persons are hereby designated as the initial Voting Members of the Architectural Committee: Myra Beth Whalley, Dan Bansimon and Laurie Follis.

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

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

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

6.05 Declarant's Rights of Appointment. Until Declarant has less than fifty percent (50%) of the votes in the Association (the Transition Date), Declarant, its successors or assigns shall have the right to appoint and remove all Voting Members of the Architectural Committee, which persons need not be drawn from Association Members. Notwithstanding the preceding sentence, Declarant may delegate its right of appointment, or any portion thereof, to the Board by written instrument before such date. Whenever the Transition Date occurs, the Board shall have the right to appoint all Voting Members. At such time as the Board gains the right to appoint and remove Voting Members of the Architectural Committee, or any portion of this right, a majority of the Voting Members so appointed shall be drawn from Members of the Association. Advisory Members shall, when reasonably possible, be drawn from Members of the Association.

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

6.07 Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, the Architectural Committee shall have the right to consider all of the Plans and Specifications for the improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. Upon receipt of all necessary information, the Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other related duties assigned or authorized by this Declaration, including at its option inspection of construction in progress to assure its conformance with previously approved Plans and Specifications. The Architectural Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one construction. The Architectural Committee may, in its review of Plans and Specifications and such other information as it deems proper, consider whether any proposed improvement upon a Lot would

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/HIDDEN HOLLOW

Page 13

VOL. 2519 PAGE 127

STATE OF TEXAS
COUNTY OF BRAZOS

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Thereby certify, on



County Clerk
Brazos County, Texas

unreasonable obstruct the view from other portions of the Property. The Architectural Committee may, but shall not be required to, disapprove any improvement upon any Lot that would unreasonably obstruct the view from any other portion of the Property. No improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Property and the surrounding area. The Architectural Committee shall have the authority to disapprove any proposed improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed improvement, nor shall its approval of any Plans and Specifications be deemed an endorsement, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes not of its authorship.

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

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

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

6.11 Nonliability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its members, as the case may be. Neither the Architectural Committee nor any member thereof shall be liable to any Owner due to the construction of any improvements within the Property, or the creation thereby of any obstruction of the view from such Owner's Lot or Lots.

6.12 Address. Plans and Specifications shall be submitted to the Architectural Committee in care of Laurie Folts, 420 Tarrow, College Station, Texas 77840, or in care of such other person at such other address as may be designated by Declarant or the Board, as the case may be, from time to time.

6.13 Failure to Act. In the event the Architectural Committee or its designated representative fails to approve or disapprove any Plans and Specifications within ten (10) days after the same have been submitted to it, complete with all other information requested by the Architectural Committee in connection with such submission, approval shall be assumed.

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/HIDDEN HOLLOW

Page 16

Vol. 2519 PAGE 128

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas

Thereby certify, on



4.15.14
Kara McLean

County Clerk,
Brazos County, Texas

2

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

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

ARTICLE 7.
FUNDS AND ASSESSMENTS

7.01 Assessments.

(A) The Association may from time to time levy Assessments against each Lot whether or not Improved. The level of Assessments shall be equal and uniform between all Lots, provided, however, that no Assessments hereunder shall be levied against Declarant.

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

(C) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the owner of the Lot against which the Assessment falls due, and shall become a lien against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

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

7.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the SPRINGBROOK/HIDDEN HOLLOW Residential Restrictions, including but not limited to the cost of all entry ways, landscaping, greenbelts, common areas, median strip, and right-of-way maintenance, the cost of enforcing the SPRINGBROOK/HIDDEN HOLLOW Residential Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's funds. Assessments sufficient to pay such estimated note expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/HIDDEN HOLLOW

VOL. 2519 PAGE 129

Page 17

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas 4-15-14

Thereby certify, on



County Clerk,
Brazos County, Texas

7.04 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the SPRINGBROOK/HIDDEN HOLLOW Residential Restrictions. The amount and due date of any special Assessments shall be at the reasonable discretion of the Board.

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

7.06 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but paid, shall, together with interest as provided in Section 7.05 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust filed of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination shall be effectuated by an officer of the Association, duly authorized by the Board. To evidence an Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by an officer of the Association, duly authorized by the Board, and shall be recorded in the office of the County Clerk of Brazos County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent, and may be enforced subsequent to the recording of a notice of Assessment lien as provided above, by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee the status of any Assessments relating to the Mortgagee's mortgage and remaining unpaid for longer than thirty (30) days after due.

ARTICLE 8. EASEMENTS

8.01 Reserved Easements. All dedications, limitations, restrictions, and reservations shown on any plat covering all or any portion of the property and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/HIDDEN HOLLOW

VOL. 2019 PAGE 130

Page 18

STATE OF TEXAS
COUNTY OF BRAZOS

This foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on



Kera M. Lyman
County Clerk,
Brazos County, Texas

4-15-14

effectively, efficiently and economically developing and marketing the property. Further, Declarant reserves the right, without the necessity of the joinder of any owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, common areas, rights-of-way and easements for public utility purposes (including, without limitation, gas, cable, water, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, any such easement having a maximum width of seven and one-half (7-1/2) feet on each side of such Lot line.

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

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

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

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

ARTICLE 9.
MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2021, unless amended as herein provided. After December 31, 2021, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive period of ten (10) years each, unless amended as provided in Section 9.03 below or terminated by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the property then subject to this Declaration, filed of record in the Official Records of Brazos County, Texas.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/HIDDEN HOLLOW

Page 19

Vol. 2519 PAGE 131

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas



I hereby certify, on

Heidi McQueen
County Clerk,
Brazos County, Texas

4-15-14

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

9.03 Amendment.

(A) By Declarant. This Declaration may be amended by the Declarant, acting alone, until September 1, 1994, and thereafter for so long as Declarant holds a majority of the votes of the Association. No amendment by Declarant shall be effective until there has been recorded in the Official Records of Brazos County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the Secretary of the Association, certifying that the Declarant had the requisite number of votes.

(B) By Owners. In addition to the method in Section 9.03 (A), after September 1, 1994, this Declaration may be amended by the recording in the Official Records of Brazos County of an instrument executed and acknowledged by the President and Secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least sixty percent (60%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof.

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

9.05 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

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

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/HIDDEN HOLLOW

VOL. 2519 PAGE 132

Page 30

STATE OF TEXAS

COUNTY OF BRAZOS

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I hereby certify, on



4.15.14
Loree McQueen

County Clerk,
Brazos County, Texas

9.08 Enforcement and Nonwaiver.

- (A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce any and all of the provisions of the SPRINGBROOK/HIDDEN HOLLOW Residential Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.
- (B) Nonwaiver. The failure to enforce any provision of the SPRINGBROOK/HIDDEN HOLLOW Residential Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.
- (C) Liens. The Association shall have the right, when appropriate in this judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

9.09 Construction.

- (A) Restrictions Severable. The provisions of the SPRINGBROOK/HIDDEN HOLLOW Residential Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.
- (B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine, and neuter.
- (C) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles.
- (D) Deadlines on Business Day. If any deadline in this Declaration should fall on a Saturday, Sunday or a Texas or federal holiday, such deadline shall automatically be extended to the next business day.
- (E) Choice of Law. This Declaration shall be construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 18th day of

January, 1996.

FOUNTAINHEAD DEVELOPMENT CORPORATION,
Declarant

BY: *Dan Bensimon*
Dan Bensimon, President

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/HIDDEN HOLLOW

Page 21

Vol. 2519 Page 133

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

Thereby certify, on



Karen McLean
County Clerk

4-15-1996

STATE OF TEXAS
COUNTY OF BRAZOS

This instrument was acknowledged before me on the 18 day of January, 1986, by Dan Bensimon, President of FOUNTAINHEAD DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporation, in the capacity therein stated.



Lisa Anthony
NOTARY PUBLIC, State of Texas

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/HIDDEN HOLLOW

Agreed by: [Signature]

NO. 2519 PAGE 134

Page 22

STATE OF TEXAS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas.

Thereby certify, on



Kara McLean
County Clerk
Brazos County, Texas

4-15-1488

EXHIBIT A

All that certain tract or parcel of land lying and being situated in the ROBERT STEVENSON LEAGUE, Abstract No. 54, College Station, Brazos County, Texas and being the property included within the final plat of SPRINGBROOK/HIDDEN HOLLOW, recorded in Volume 2388, Page 147, Official Records, Brazos County, Texas.

SPRINGBROOK/HIDDEN HOLLOW
Restrictive Exhibit "A"

VOL. 2519 PAGE 135

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

Thereby certify, on



Handwritten signature
County Clerk,
Brazos County, Texas

Handwritten date
4-15-14

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 04-15-14 *AKB*



Karen M. Ryan
County Clerk
Brazos County, Texas

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
SPRINGBROOK/CYPRESS MEADOW

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

Jose A. Pedraza

WHEREAS FOUNTAINHEAD DEVELOPMENT CORPORATION, a Texas corporation acting in the capacity of Trustee, hereinafter called the Declarant, is the owner of that real property in Brazos County, Texas, which is more fully described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Declarant is the owner of the Property and desires to set forth certain amended or supplemental protective covenants, conditions, restrictions, liens and charges to establish a revised uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property; and

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

ARTICLE 1.
DEFINITIONS

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

- 1.01 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of improvements on the Property.
- 1.02 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same may be amended from time to time.
- 1.03 Articles. "Articles" shall mean Articles of Incorporation of SPRINGBROOK Homeowners Association, Inc., as that instrument may be amended from time to time, which instrument is or shall be filed in the office of the Secretary of State of the State of Texas.
- 1.04 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

Thereby certify, on



07-13-14 JMB
Karen M. Green
County Clerk,
Brazos County, Texas

1.05 Association. "Association" shall mean SPRINGBROOK Homeowners Association, Inc., a Texas non-profit corporation, which shall have authority and responsibility for all of the communities and subdivisions of SpringBrook, as hereafter defined.

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

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

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

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

1.10 Declaration. "Declaration" shall mean this instrument, as it may be amended from time to time.

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

1.12 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a recorded plat of the Property, together with all improvements located thereon.

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

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

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

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

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

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

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 04-15-14



Karen McQueen
County Clerk,
Brazos County, Texas

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

1.19 SPRINGBROOK. "SpringBrook" shall mean three (or more) "communities", or subdivisions, including the Property, which are adjacent tracts and have similar features, covenants, conditions, and restrictions, and which share a common Association, with appropriate committees or sub-committees.

1.20 SPRINGBROOK/CYPRESS MEADOW Residential Restrictions. "SPRINGBROOK/CYPRESS MEADOW Residential Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with the SPRINGBROOK/CYPRESS MEADOW Rules, Architectural Committee Rules and the Articles and Bylaws of the Association as the same are in effect from time to time.

1.21 SPRINGBROOK/CYPRESS MEADOW Rules. "SPRINGBROOK/CYPRESS MEADOW Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.

ARTICLE 2.
DEVELOPMENT OF THE PROPERTY

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

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

- (1) A reference to this Declaration, which reference shall state the book and page numbers of the Official Records of Brazos County wherein this Declaration is recorded;
- (2) A statement that the provisions of this Declaration shall apply to the added land; and
- (3) A legal description of the added land.

2.03 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw areas from the Property, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall no longer apply to those lands withdrawn. In order to withdraw lands from the Property hereunder, Declarant shall be required only to record in the Official Records of Brazos County, Texas, a notice of withdrawal of land containing the following provisions:

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

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

Thereby certified, on 11-5-14 JAB



Karen M. Quinn
County Clerk
Brazos County, Texas

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

ARTICLE 3.
GENERAL RESTRICTIONS

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

3.01 Construction of Improvements. No Improvements except improvements made by Declarant shall hereafter be constructed upon any of the Property without the prior approval of the Architectural Committee.

3.02 Antenna and Signals. No antenna or other device for the transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used, or maintained on any Lot, whether attached to a building or structure or otherwise, without the prior written approval of the Architectural Committee. No radio signals, television signals or any other form of electromagnetic radiation shall originate from any Lot so as to unreasonably interfere with the reception of television or radio signals on any other Lot.

3.03 Insurance Policy. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the improvements located thereon without the prior written approval of the Board.

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

3.05 Signs. No sign of any kind shall be displayed to the public view on the Property without the prior written approval of the Architectural Committee, except for signs which are part of Declarant's overall marketing plan for the Property. The Architectural Committee may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for the same.

3.06 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no debris shall be permitted to arise therefrom so as to render the Property or any portion thereof unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. If rubbish or debris accumulates upon any Lot in violation of this provision in the judgment of the Association, the Association may remove the rubbish or debris, and charge a special assessment to the Owner of the Lot.

3.07 Noise. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

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

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on

04-15-14, *clb*



Karen McQueen
County Clerk
Brazos County, Texas

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

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

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

3.11 Roofing Materials. The surface of all roofs or principal and secondary structures shall be wood, shingle, shakes, tile or quality composition shingle. The Architectural Committee shall have authority to approve other roof treatments and materials when in its determination such treatments and materials in the form utilized will not be a detriment to the quality of the neighborhood.

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

3.13 Driveway. The Architectural Committee shall have the right to impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads, streets or private driveways within the Property.

3.14 Tanks. The Architectural Committee shall have the right to approve the location of any tank used or proposed in connection with a single family residential structure, including tanks for storage of fuel, water, oil or LPG and including swimming pool filter tanks. (No elevated tanks of any kind shall be erected, placed or permitted on any Lot). All tanks shall be screened so as not to be visible from any other portion of the Property.

3.15 Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on improvements as approved in writing by the Architectural Committee, except what has already been constructed by the City of College Station, or prior owners of the Property, prior to April, 1992; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of improvements which have been previously approved in writing by the Architectural Committee. The installation method, including but not limited to location, type of installation equipment, trenching method and other aspects of installation for both temporary and permanent utilities, shall be subject to review and approval by the Architectural Committee.

3.16 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for property drainage and approved by the Architectural Committee.

3.17 Hazardous Activities. No activities shall be conducted on the Property and no improvements shall be constructed on the Property that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on

04-15-14 JLB



Karen M. Levan
County Clerk
Brazos County, Texas

Property, and no open fires shall be lighted or permitted except within safe and well designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

3.18 Mining and Drilling. No oil drilling, oil development operations, oil reining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

3.19 Machinery and Equipment. Without the approval of the Association or Declarant, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Common Area except such machinery or equipment as is usual and customary in Brazos County, Texas, in connection with the use, maintenance, or construction of a private residence or appurtenant structures or recreational facilities maintained by the Association; provided however, such machinery or equipment may be placed, operated or maintained by any governmental or quasi-governmental agency, or by a public utility, in the performance of its legitimate functions.

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

3.21 Unightly Articles; Vehicles. No trailer, recreational vehicle, tent, boat, or stripped down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or on any portion of the driveway or front yard in front of the building line of a permanent structure, and same shall be kept, parked, stored or maintained on other portions of a Lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots or streets. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street.

3.22 Mobile Homes, Travel Trailers. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours during any three (3) month period.

3.23 Fences.

(A) No fence, wall, or hedge shall be built or maintained forward of the front wall line of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any Lot. An exception shall be made in the case of retaining walls not to exceed twenty-four inches (24") above the ground. Notwithstanding the foregoing, the Architectural Committee is empowered to waive the aforesaid height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept design or material and the resulting decorative wall and/or retaining wall will not detract from the general appearance of the neighborhood. No chain-link fences may be built or maintained on any Lot.

(B) If a fence is constructed on any Lot, it shall be constructed of standard grade cedar privacy fence materials and shall be six (6') feet in height unless it is approved by the Architectural Committee, with the finished (smooth) side facing all streets or common areas, or adjoining properties which are not part of SpringBrook, and the rough side facing the interior of any Lot.

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 04-15-14



Karen McQueen
County Clerk,
Brazos County, Texas

3.24 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept or maintained on the Property. No domestic household pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets shall be allowed on the Property other than on the Lot of its Owner, except when confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation shall be allowed. No domestic household pet shall be allowed to run at large and all of such pets shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be constructed in accordance with Plans and Specifications approved by the Architectural Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property. No more than three (3) adult dogs and three (3) adult cats may be kept on a single lot. All domestic household pets shall be kept in strict accordance with all local laws and ordinances.

3.25 Maintenance of Lawns and Plantings. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot cultivated, pruned, and free of trash and other unsightly material. Subject to Section 3.29 below, trees, shrubs, vines and plants that die shall be promptly removed. Declarant, the Association and the Architectural Committee shall have the right at any reasonable time after not less than ten days notice to Owner to cure any violation of this provision within such ten-day period, to enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon, and to charge the cost thereof to the Owner of the Lot as provided in Section 5.04(E) below.

3.26 Landscape Design. All landscaping shall be designed so as to protect and promote, as far as practicable, the natural local landscape environment through use of native materials, natural drainage, indigenous plan selection and site design. All landscaping designs shall:

- (A) Wherever possible, save and incorporate into the Plans and Specifications existing trees and trunk diameters of four (4) or more inches. To insure the viability of these trees, soil compacting, trenching and/or cut and fill shall be avoided, to the greatest extent possible, in the area defined by trees' drip-line.
- (B) Maintain or enhance, wherever possible, existing vegetation within drainage easements to prevent erosion, siltation, or impediment of runoff augmented by development.
- (C) Install live, growing sod covering the front and side yards, and an equivalent substitute which achieves as satisfactory a ground cover in approximately the same period of time in the backyard, all such ground cover to be indigenous to the area, and maintained in a healthy and growing condition.
- (D) Upon the initial construction of a residence on any Lot, include growing and healthy shrubs, bushes, vegetation and trees in the front yard on the Lot on certain treeless lots. If stipulated in the original earnest money contract between the Developer and the first Owner, Developer shall hold the sum of \$500.00 in escrow upon the sale of such Lot to be paid toward the expense of complying with this provision, on such terms as may be stated in the earnest money contract, or in the landscape escrow agreement.

3.27 Construction and Sales Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements by an Owner (including Declarant) upon any Lot within

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

Thereby certify, on

04-15-14 JLB



Karen McQueen
County Clerk
Brazos County, Texas

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

3.28 Mailbox. Mailboxes shall be erected and maintained on each Lot upon which a residence is situated, and shall be fixed on masonry stanchions (columns), approved by the Architectural Committee. No metal post stands shall be permitted. Each mailbox shall be new when installed, constructed of durable steel or aluminum, and of a size and shape conforming to postal authority standards for single family residential postal depositories. Mailboxes shall be located on the curb in accordance with postal regulations.

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

3.30 Garage conversions. No garage, or any portion thereof, may be converted into enclosed living space unless an alternative garage of at least equal size is constructed and the plans and specifications for the conversion and construction are first approved in writing by the Architectural Committee.

3.31 Windows and Doors. Doors and windows in any residence on any Lot shall comply with all of the requirements of Article 5.33A, Section 6(a)(1) of the Insurance Code of the State of Texas, as it now exists, which provisions are sometimes called Standard I guidelines for home security, the "Safe Home" program. These guidelines are as follows:

- (A) Exterior doors must be solid core doors that are 1 1/2 inches thick and must be secured by dead-bolt locks. All dead-bolt locks must lock with a minimum bolt throw of 1 inch that penetrates a metal strike plate mounted with 3 inch screws.
- (B) Metal doors must be secured by dead-bolt locks.
- (C) If glass is within 40 inches of a locking device, the lock must be key operated from both sides.
- (D) Double doors must have the inactive door secured by header and threshold bolts that penetrate metal strike plates, and in the case of glass located within 40 inches of header and threshold bolts, the inactive door must have the bolts flush-mounted in the edge of the door.
- (E) Sliding glass doors must be secured by secondary locking devices to prevent lifting and prying.

STATE OF TEXAS
COUNTY OF BRAZOS

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Thereby certify, on 04-15-14



Karen M. Ryan
County Clerk,
Brazos County, Texas

- (F) Dutch doors must have concealed flush-bolt locking devices to interlock upper and lower halves and must be secured by a dead-bolt lock.
- (G) Garage doors must be equipped with key-operated locking devices.
- (H) Windows must be secured by auxiliary locking devices (screws, wooden dowels, pinning devices, or key-operated locks).
- (I) Windows and doors must be clear of exterior shrubbery.

If revisions are adopted in the statute referenced above by the Texas Legislature, such revisions may also be adopted herein, if such action is taken pursuant to Section 9.03 below.

3.32 Electronic Burglar Alarms. If any residence on any lot has an electronic burglar alarm system, such system shall comply with all of the requirements of Article 5.33A, Section 6(a)(2) of the Insurance Code of the State of Texas, as it now exists, which provisions are sometimes called Standard II guidelines for home security, the "Safe Home" program. Those guidelines are as follows:

- (A) All exterior structure openings are contacted (including non-opening windows).
- (B) The system includes an interior and exterior siren.
- (C) All equipment is U.L. approved and monitored by a U.L. approved central station.
- (D) Sales, service, installation, and monitoring of the system are done in compliance with the Private Investigators and Private Security Agencies Act.

3.34 Room and Board Plans. No Owner shall permit any Lot or Improvement on any Lot to be used in whole or in part by tenants on rooming or boarding plans or contracts, or both, of any type.

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

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

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 04-15-14



Karen McLean
County Clerk
Brazos County, Texas

ARTICLE 4.
RESIDENTIAL RESTRICTIONS

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

4.02 Outbuildings. Every outbuilding, inclusive of such structures as a detached garage, storage building or greenhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such buildings shall be subject to approval by the Architectural Committee. In no instance shall an outbuilding, other than a detached garage, exceed one (1) story in height or have total floor area in excess of ten percent (10%) of the floor area of the main dwelling.

4.03 Building Heights. No improvement greater than thirty-two (32) feet in height may be constructed on any Lot without the prior written approval of the Architectural Committee. For purposes of this paragraph, height shall be measured from the foundation slab of the proposed improvement to the ridge line of the roof of the proposed improvement.

4.04 Building Materials: Dwelling Size. All single family dwellings shall be of recognized standard construction quality, and all exteriors (exclusive of doors, windows, and similar openings) shall be constructed of at least sixty percent (60%) masonry or other material specifically approved in writing by the Architectural Committee. Masonry includes ceramic tile, brick, rock and all other materials commonly referred to in the College Station, Texas area as masonry. All single family dwellings shall contain not less than 1500 square feet of enclosed living space, exclusive of porches (open or covered), decks, garages and carports. Each residence shall include an enclosed attached or detached garage or other structure sufficient to meet the requirements of Section 3.21, above.

4.05 Construction in Place. All dwellings constructed on the Property shall be built in place on the Lot and the use of prefabricated materials, including antique homes moved from other locations, shall be allowed only with the prior written approval of the Architectural Committee.

4.06 Set-back Requirements. No building shall be located or erected nearer to any Lot line bordering a street right-of-way than the building line shown on the recorded plat of the Property subdivision section which includes such Lot. No building shall be located or erected nearer than seven and one-half feet (7-1/2) to any interior side Lot lines. No building shall be located nearer than twenty (20) feet from any rear Lot line. Notwithstanding the foregoing, in respect to cul-de-sac Lots or Lots having irregular shapes, such building must be situated at a mean distance of at least seven and one-half feet (7-1/2) from each side property lines. Furthermore, on such cul-de-sac Lots or Lots having irregular shapes, such structure

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may be constructed as near as twenty-five (25) feet from the rear of the Lot; provided further, however, that detached garages may be as near as twenty (20) feet from the rear of the Lot and any permitted temporary structures may be situated as near as seven and one-half feet (7-1/2) from the rear of any such Lot. For purposes of these covenants, the eaves of buildings shall not be deemed to be part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure. This Section shall not be construed to allow any building or structure to encroach upon another Lot.

ARTICLE 5.
SPRINGBROOKCYPRESS MEADOW OWNERS ASSOCIATION

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

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

5.03 Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of directors to the Board on all other matters to be voted on by the Members shall be calculated as follows:

- (A) The Owner, whether one or more (including Declarant) of each Lot within the Property shall have one vote for each Lot so owned.
- (B) In addition to the votes to which Declarant is entitled by reason of Subparagraph (A) of this Section, for every such vote Declarant shall have three (3) additional votes, until such time as the votes described in Subparagraph (A) of this Section, owned by Owners other than Declarant, total in the aggregate sixty-six and two-thirds percent (66 2/3%) of the total number of votes outstanding under Subparagraph A. Thereafter Declarant shall have only the votes, if any, to which it is entitled under Subparagraph (A) of this Section.

5.04 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to any limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association, and the Board acting on behalf of the Association, shall have the following powers and authority at all times:

- (A) SPRINGBROOKCYPRESS MEADOW Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such SPRINGBROOKCYPRESS MEADOW Rules and Bylaws, not in conflict with this Declaration, as it deems proper to address any and all aspects of its functions.
- (B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out Association functions.
- (C) Records. To keep books and records of the Association's affairs.

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- (D) Assessments. To levy Assessments as provided in Article VII below.
- (E) Right of Entry and Enforcement. To enter at any time in an emergency, or in a non-emergency, after ten (10) days written notice, without being liable to any Owner, upon any Lot and into any Improvement thereon for the purpose of enforcing the SPRINGBROOK/CYPRESS MEADOW Residential Restrictions or for the purpose of erecting, maintaining or repairing any Improvement to conform to the SPRINGBROOK/CYPRESS MEADOW Residential Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered on and improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article 7 hereof for regular and special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of an on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the SPRINGBROOK/CYPRESS MEADOW Residential Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the SPRINGBROOK/CYPRESS MEADOW Residential Restrictions; provided, however, that the Board shall never be authorized to expand any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.
- (F) Legal and Accounting Services. To retain and pay for Legal and accounting services necessary or proper for the operation of the Association.
- (G) Delegation to Committees. To set up one or more committees as authorized by the Texas Non-Profit Corporation Act, as the same is amended from time to time.
- (H) Employees. To engage such employees as may be reasonably necessary in the management of the Association and the performance of its duties.
- 5.05 Landscape and Maintenance. The Association shall be authorized to landscape, maintain and repair easements, rights-of-way, common areas, entry ways, sidewalks, paths, trails, detention ponds, lakes, and other areas of the Property, as appropriate.
- 5.06 Common Areas.
- (A) Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:
- (1) To accept, own, operate and maintain all Common Areas which may be conveyed or leased to it by Declarant, together with any improvements of any kind or purpose located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association by Declarant; and to maintain in good repair and condition all lands, improvements, and other Association property owned by or leased to the Association, whether by Declarant or by other Persons.
- (2) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon individual Members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

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- (3) To execute mortgages, both construction and permanent, for construction of improvements on property owned by or leased to the Association, and to accept lands in Common Areas, whether or not improved, from Declarant subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner deemed appropriate by the borrower, whether Declarant or the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien, as deemed appropriate by borrower, whether Declarant or the Association, on the improvement to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessment of Members, or otherwise, or any combination thereof, as may be deemed appropriate by Declarant or the Association, as the case may be, but subject to the limitations imposed by this Declaration.
- (B) In addition to, and not in limitation of, the power and authority of the Association as set forth in Section 5.04 of this Declaration, the Association, acting through the Board, shall have the power and authority:
- (1) To grant and convey portions of Association property, including fee title, leasehold estates, easements, right-of-way, and/or mortgages, to any person or entity for the purpose of constructing, erecting, operating or maintaining the following:
- (a) Parks, pathways or other recreational facilities or structures;
 - (b) Roads, streets, walks, driveways, trails and paths;
 - (c) Lines, cables, wires, conduits, pipelines or other means of providing utilities;
 - (d) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
 - (e) Any similar public, quasi-public or private improvements.
- Nothing contained in this Subparagraph, however, shall be construed to permit use or occupancy of any Common Area or improvement in a way that would violate applicable use and occupancy restrictions imposed by other provisions of this Declaration, or by any statute, rule, regulation, ordinance or other law of any governmental entity, including but not limited to rules and orders of the Texas Water Development Board, Texas Water Commission, and any flood plain, industrial waste or other ordinance of the City of College Station.
- (2) To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association.
- (3) To pay for any other services necessary or proper in the performance of Association functions, and to pay for any other taxes or assessments that the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws of the Association.
- (4) To own and operate any and all types of facilities for both active and passive recreation.

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- (5) To construct new improvements or additions to Association properties, subject to the approval of the Architectural Committee as required in this Declaration.
- (6) To enter into contracts with Declarant and other persons, on such terms and provisions as the Board shall determine, to operate and maintain any of the Common Areas or to provide any service or perform any function on behalf of Declarant or the Association in connection with the purposes of the Association.
- (7) To acquire and own and to dispose of all manner of real and personal property, whether by purchase, grant, lease, gift or otherwise.

5.07 Agreement with City of College Station, City of Bryan, and State of Texas. The Declarant, as the agent of the Association, or the Association, may enter into one or more agreements with the City of College Station or State of Texas or both, with respect to (1) the landscaping and maintenance of portions of the Southwest right of way of State Highway 6, or (2) the dedication of any drainage basin, park or other common area within the property for municipal maintenance or with the City of Bryan with respect to landscaping and maintenance of portions of utility easements. The Association shall accept, without further requirement or documentation, said agreement and the requirements and benefits associated therewith, for any agreement reached by the Declarant.

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

ARTICLE 6.
ARCHITECTURAL COMMITTEE

6.01 Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Voting Members deem appropriate. The following persons are hereby designated as the initial Voting Members of the Architectural Committee: Myra Beth Whatley, Dan Bensimon, and Laurie Follis.

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

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

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

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6.05 Declarant's Rights of Appointment. Until Declarant has less than fifty percent (50%) of the votes in the Association (the Transition Date), Declarant, its successors or assigns shall have the right to appoint and remove all Voting Members of the Architectural Committee, which persons need not be drawn from Association Members. Notwithstanding the preceding sentence, Declarant may delegate its right of appointment, or any portion thereof, to the Board by written instrument before such date. Whenever the Transition Date occurs, the Board shall have the right to appoint all Voting Members. At such time as the Board gains the right to appoint and remove Voting Members of the Architectural Committee, or any portion of this right, a majority of the Voting Members so appointed shall be drawn from Members of the Association. Advisory Members shall, when reasonably possible, be drawn from Members of the Association.

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

6.07 Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, the Architectural Committee shall have the right to consider all of the Plans and Specifications for the improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. Upon receipt of all necessary information, the Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other related duties assigned or authorized by this Declaration, including at its option inspection of construction in progress to assure its conformance with previously approved Plans and Specifications. The Architectural Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one construction. The Architectural Committee may, in its review of Plans and Specifications and such other information as it deems proper, consider whether any proposed improvement upon a Lot would unreasonably obstruct the view from other portions of the Property. The Architectural Committee may, but shall not be required to disapprove any improvement upon any Lot that would unreasonably obstruct the view from any other portion of the Property. No improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Property and the surrounding area. The Architectural Committee shall have the authority to disapprove any proposed improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed improvement, nor shall its approval of any Plans and Specifications be deemed an endorsement, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes not of its authorship.

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

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

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

6.11 Nonliability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its members, as the case may be. Neither the Architectural Committee nor any member thereof shall be liable to any Owner due to the construction of any Improvements within the Property, or the creation thereby of any obstruction of the view from such Owner's Lot or Lots.

6.12 Address. Plans and Specifications shall be submitted to the Architectural Committee in care of Laurie Follis, 206 Southwest Parkway, College Station, Texas 77840, or in care of such other person at such other address as may be designated by Declarant or the Board, as the case may be, from time to time.

6.13 Failure to Act. In the event the Architectural Committee or its designated representative fails to approve or disapprove any Plans and Specifications within ten (10) days after the same have been submitted to it, complete with all other information requested by the Architectural Committee in connection with such submission, approval shall be assumed.

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

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

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

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ARTICLE 7.
FUNDS AND ASSESSMENTS

7.01 Assessments.

(A) The Association may from time to time levy Assessments against each Lot whether or not improved. The level of Assessments shall be equal and uniform between all Lots, provided, however, that no Assessments hereunder shall be levied against Declarant.

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

(C) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the owner of the Lot against which the Assessment falls due, and shall become a lien against each such Lot and all improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

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

7.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the SPRINGBROOK/CYPRESS MEADOW Residential Restrictions, including but not limited to the cost of all entry ways, landscaping, greenbelt, common areas, median strip, and right-of-way maintenance, the cost of enforcing the SPRINGBROOK/CYPRESS MEADOW Residential Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's funds. Assessments sufficient to pay such estimated note expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

7.04 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the SPRINGBROOK/CYPRESS MEADOW Residential Restrictions. The amount and due date of any special Assessments shall be at the reasonable discretion of the Board.

7.05 Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments provided for herein shall be the personal and individual debt of the owner of the Lot covered by such Assessments. Except as otherwise provided in Section 7.01(A) hereof and 7.07 hereof, no Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from due date thereof (or if there is no such

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highest rate, then at the rate of 1.5% per month), together with all costs and expenses of collection, including reasonable attorney's fees.

7.06 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but paid, shall, together with interest as provided in Section 7.05 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust filed of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination shall be effectuated by an officer of the Association, duly authorized by the Board. To evidence an Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by an officer of the Association, duly authorized by the Board, and shall be recorded in the office of the County Clerk of Brazos County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent, and may be enforced subsequent to the recording of a notice of Assessment lien as provided above, by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee the status of any Assessments relating to the Mortgagee's mortgage and remaining unpaid for longer than thirty (30) days after due.

ARTICLE 8.
EASEMENTS

8.01 Reserved Easements. All dedications, limitations, restrictions, and reservations shown on any plat covering all or any portion of the property and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most effectively, efficiently and economically developing and marketing the property. Further, Declarant reserves the right, without the necessity of the joinder of any owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, common areas, rights-of-way and easements for public utility purposes (including, without limitation, gas, cable, water, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, any such easement having a maximum width of seven and one-half (7-1/2) feet on each side of such Lot line.

8.02 Installation and Maintenance. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except

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for these improvements for which a public authority or utility company is responsible. Neither Declarant nor any utility company using the easements herein or referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements.

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

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

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

ARTICLE 9.
MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2021, unless amended as herein provided. After December 31, 2021, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive period of ten (10) years each, unless amended as provided in Section 9.03 below or terminated by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the property then subject to this Declaration, filed of record in the Official Records of Brazos County, Texas.

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

9.03 Amendment.

- (A) By Declarant. This Declaration may be amended by the Declarant, acting alone, until September 1, 1994, and thereafter for so long as Declarant holds a majority of the votes of the Association; provided however, that so long as the Declarant retains control of the Association, no amendment of this Declaration directly affecting Lots marketed under the name of SPRINGBROOK/CYPRESS MEADOW, as indicated on the attached Exhibit B, shall be made

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 04-15-14



Karen McLean
County Clerk,
Brazos County, Texas

without the consent of the United States Department of Housing and Urban Development, or a successor institution. No amendment by Declarant shall be effective until there has been recorded in the Official Records of Brazos County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the Secretary of the Association, certifying that the Declarant had the requisite number of votes.

- (b) By Owners. In addition to the method in Section 9.03 (A), after September 1, 1994, this Declaration may be amended by the recording in the Official Records of Brazos County of an instrument executed and acknowledged by the President and Secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least sixty percent (60%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof.

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

9.05 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

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

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

9.08 Enforcement and Nonwaiver.

- (A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce any and all of the provisions of the SPRINGBROOK/CYPRESS MEADOW Residential Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.
- (B) Nonwaiver. The failure to enforce any provision of the SPRINGBROOK/CYPRESS MEADOW Residential Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certifiy, on 04-15-14 ALB



Karen McQueen
County Clerk
Brazos County, Texas

- (C) Liens. The Association shall have the right, when appropriate in this judgment, to claim or impose a lien upon any Lot or improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

9.09 Construction.

- (A) Restrictions Severable. The provisions of the SPRINGBROOK/CYPRESS MEADOW Residential Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.
- (B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine, and neuter.
- (C) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles.
- (D) Deadlines on Business Day. If any deadline in this Declaration should fall on a Saturday, Sunday or a Texas or federal holiday, such deadline shall automatically be extended to the next business day.
- (E) Choice of Law. This Declaration shall be construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 3 day of August, 1992.

Declarant:

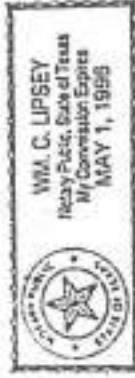
FOUNTAINHEAD DEVELOPMENT CORPORATION

BY: [Signature]

Darr Bensimon, President

STATE OF TEXAS
COUNTY OF BRAZOS

This instrument was acknowledged before me on the 3 day of August, 1992, by Dan Bensimon, President of FOUNTAINHEAD DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporation, in the capacity therein stated.



[Signature]
NOTARY PUBLIC, State of Texas

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 04-15-14



Karen M. Lujan
County Clerk,
Brazos County, Texas

CONSENT OF LIENHOLDER

HORIZON SAVINGS ASSOCIATION, the lienholder of the Property hereby ratifies and consents to the adoption and declaration of the foregoing Declaration, without assuming any liability for the enforcement, legality, or validity of this Declaration, or for the Property. Foreclosure of the lien shall not negate this Declaration. However, foreclosure of the lien shall entitle the lienholder to exercise all of the right, powers, and responsibilities of the Declarant.

Dated the 23rd day of June, 1992.
JULY

HORIZON SAVINGS ASSOCIATION

BY: Charles S. Nichols, Jr.
CHARLES S. NICHOLS, JR.
ITS: EXECUTIVE VICE PRESIDENT

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the 23rd day of July, 1992, by _____

CHARLES S. NICHOLS, JR., EXECUTIVE VICE PRESIDENT OF HORIZON SAVINGS ASSOCIATION, on behalf of said association, in the capacity therein stated.

Cabrina A. Seuthe

NOTARY PUBLIC, State of Texas



STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 04-15-14 dlb



Karen McLean
County Clerk
Brazos County, Texas

EXHIBIT A

Being all that certain tract or parcel of land lying and being situated in the ROBERT STEVENSON LEAGUE, A-54, College Station, Brazos County, Texas, and being a part of the 86.46 acre tract of land described in Deed to Timothy J. Crowley and Robert B. Waltman by Collecting Bank, N.A., recorded in Volume 1203, page 48, Official Records of Brazos County, Texas and being described as follows:

COMMENCING at a 5/8" iron rod found for the west corner of 86.46 acre tract;

THENCE N 44° 16' 56" E - 1797.26 feet along the common line between said 86.46 acre tract and Peyton Waller 22.89 acre tract to a 1/2" iron rod found for corner, for the PLACE OF BEGINNING, same being the west corner of a 5.75 acre tract;

THENCE S 43° 03' 48" E - 404.75 feet along the common line between said 86.46 acre tract and said 5.75 acre tract to a 1/2" iron rod found for corner;

THENCE N 50° 13' 09" E - 290.63 feet and N 43° 37' 31" E - 310.10 feet continuing along said common line to concrete monument found for corner, same being in the southwest right-of-way line of State Highway 6;

THENCE S 46° 22' 56" E - 767.86 feet, and S 40° 39' 59" E - 21.33 feet along said State Highway 6 line to a 1/2" iron rod for corner;

THENCE S 51° 53' 12" W - 232.66 feet continuing to a 1/2" iron rod for angle point;

THENCE S 74° 34' 39" W - 84.70 feet to a 1/2" iron rod for angle point;

THENCE S 53° 42' 11" W - 649.36 feet to a 1/2" iron rod set for angle point;

THENCE S 46° 58' 48" W - 70.00 feet to a 1/2" iron rod set for corner;

THENCE N 43° 01' 12" W - 1037.92 feet to a 1/2" iron rod set for corner;

THENCE N 44° 16' 56" E - 378.00 feet to the iron rod marking the PLACE OF BEGINNING, and containing 19.610 acres of land, more or less.

SPRINGBROOK/CYPRESS MEADOW
Restrictions EMINV 34

Vol. 1601, pgs. 241-A

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
SPRINGBROOK/CYPRESS MEADOW PHASE II

Spring Brook Cypress Meadows

62408 COUNTY BLDG. DISTRICT

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

Myra Myles
Myra Myles
Wife

WHEREAS FOUNTAINHEAD DEVELOPMENT CORPORATION, a Texas corporation acting in the capacity of Trustee, hereinafter called the Declarant, is the owner of that real property in Brazos County, Texas, which is more fully described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Declarant is the owner of the Property and desires to set forth certain amended or supplemental protective covenants, conditions, restrictions, liens and charges to establish a revised uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property; and

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

ARTICLE 1.
DEFINITIONS

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

- 1.01 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of improvements on the Property.
- 1.02 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same may be amended from time to time.
- 1.03 Articles. "Articles" shall mean Articles of Incorporation of SPRINGEROCK HOMEOWNERS ASSOCIATION, INC., as that instrument may be amended from time to time, which instrument is or shall be filed in the office of the Secretary of State of the State of Texas.
- 1.04 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/CYPRESS MEADOW, PHASE II

Page 1

VOL. 2355 PAGE 52

STATE OF TEXAS
COUNTY OF BRAZOS
Myra Myles is a true and lawful owner of the above described property and she is duly qualified to execute this instrument.
Myra Myles, County Clerk
Notary Public in and for the State of Texas
4/15/11
Myra Myles



County Clerk,
Brazos County, Texas

1.05 Association. "Association" shall mean SPRINGBROOK Homeowners Association, Inc., a Texas non-profit corporation, which shall have authority and responsibility for all of the common areas and subdivisions of Springbrook, as hereafter defined.

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

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

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

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

1.10 Declaration. "Declaration" shall mean this instrument, as it may be amended from time to time.

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

1.12 Lot, Lot or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a recorded plat of the Property, together with all improvements located thereon.

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

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

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

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

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

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/PACED MEADOWS PHASE II

Page 2

Vol. 2355 PAGE 53

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument is a true and correct copy of the same as shown on file and recorded in the public records of Brazos County, Texas.

Notary Public, State of Texas



Peter M. Lusk
Notary Public
Brazos County, Texas

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

1.19 SPRINGBOOK. "Springbook" shall mean three (or more) "communities", or subdivisions, including the Property, which are adjacent tracts and have similar features, covenants, conditions, and restrictions, and which share a common Association, with appropriate committees or sub-committees.

1.20 SPRINGBROOKCYPRESS MEADOW PHASE II Residential Restrictions. "SPRINGBROOKCYPRESS MEADOW PHASE II Residential Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with the SPRINGBROOKCYPRESS MEADOW PHASE II Rules, Architectural Committee Rules and the Articles and Bylaws of the Association as the same are in effect from time to time.

1.21 SPRINGBROOKCYPRESS MEADOW PHASE II Rules. "SPRINGBROOKCYPRESS MEADOW PHASE II Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.

ARTICLE 2. DEVELOPMENT OF THE PROPERTY

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

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

- (1) A reference to this Declaration, which reference shall state the book and page numbers of the Official Records of Brazos County wherein this Declaration is recorded;
 - (2) A statement that the provisions of this Declaration shall apply to the added land; and
 - (3) A legal description of the added land.
- 2.03 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw areas from the Property, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall no longer apply to those lands withdrawn. In order to withdraw lands from the Property hereunder, Declarant shall be required only to record in the Official Records of Brazos County, Texas, a notice of withdrawal of land containing the following provisions:
- (1) A reference to this Declaration, which reference shall state the book and page numbers of the Official Records of Brazos County wherein this Declaration is recorded;

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOKCYPRESS MEADOW PHASE II

VOL. 2355 PAGE 54

Page 3

STATE OF TEXAS
COUNTY OF BRAZOS

I, _____, County Clerk of Brazos County, Texas, do hereby certify that the foregoing is a true and correct copy of the Official Records of Brazos County, Texas.

WITNESSED my hand and the seal of the County of Brazos, Texas, this _____ day of _____, 20____.



County Clerk,
Brazos County, Texas

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

(3) A legal description of the withdrawn land.

ARTICLE 3
GENERAL RESTRICTIONS

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

3.01 Construction of Improvements. No improvements except improvements made by Declarant shall hereafter be constructed upon any of the Property without the prior approval of the Architectural Committee.

3.02 Antennae and Signals. No antenna or other device for the transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used, or maintained on any Lot, whether attached to a building or structure or otherwise, without the prior written approval of the Architectural Committee. No radio signals, television signals or any other form of electromagnetic radiation shall originate from any Lot so as to unreasonably interfere with the reception of television or radio signals on any other Lot.

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

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

3.05 Signs. No sign of any kind shall be displayed to the public view on the Property without the prior written approval of the Architectural Committee, except for signs which are part of Declarant's overall marketing plan for the Property. The Architectural Committee may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for the same.

3.06 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. If rubbish or debris accumulates upon any Lot in violation of this provision in the judgment of the Association, the Association may remove the rubbish or debris, and charge a special assessment to the Owner of the Lot.

3.07 Noise. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK-CYPRESS MEADOW PHASE II

Page 4

PK 2355 PAGE 55

STATE OF TEXAS

COUNTY OF BRAZOS

This document is a true and correct copy as the same appears on file and recorded in the appropriate records of BRAZOS COUNTY, TEXAS

This document is on 4-15-14



Robert W. Green
Notary Public
Brazos County, Texas

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

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

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

3.11 Roofing Materials. The surface of all roofs or principal and secondary structures shall be wood, shingle, shakes, tile or quality composition shingle. The Architectural Committee shall have authority to approve other roof treatments and materials when in its determination such treatments and materials in the form utilized will not be a detriment to the quality of the neighborhood.

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

3.13 Driveway. The Architectural Committee shall have the right to impose limitations on driveway design, including materials, easons, location and point of contact with dedicated roads, streets or private driveways within the Property.

3.14 Tanks. The Architectural Committee shall have the right to approve the location of any tank used or proposed in connection with a single family residential structure, including tanks for storage of fuel, water, oil or LPG and including swimming pool water tanks. (No elevated tanks of any kind shall be erected, placed or permitted on any Lot). All tanks shall be screened so as not to be visible from any other portion of the Property.

3.15 Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on improvements as approved in writing by the Architectural Committee, except what has already been constructed by the City of College Station, or prior owners of the Property, prior to September 1, 1994; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of improvements which have been previously approved in writing by the Architectural Committee. The installation method, including but not limited to location, type of installation equipment, trenching method and other aspects of installation for both temporary and permanent utilities, shall be subject to review and approval by the Architectural Committee.

3.16 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for property drainage and approved by the Architectural Committee.

3.17 Hazardous Activities. No activities shall be conducted on the Property and no improvements shall be constructed on the Property that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK FOREST MEADOW PHASE II

WK 2355 PIG: 56

Page 5

CITY OF COLLEGE
STATION, TEXAS

THE SIGNATURE OF THE DECLARANT IS A TRUE AND CORRECT COPY OF THE SAME
AS IT APPEARS IN THE ORIGINAL RECORDS OF THE PUBLIC RECORDS OF
COLLEGE COUNTY, TEXAS

Notary Public in and for
the State of Texas

Kevin M. Lyles

College Station,
Texas

Property, and no open fires shall be lighted or permitted except within safe and well designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

3.18 Mining and Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

3.19 Machinery and Equipment. Without the approval of the Association or Declarant, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Common Area except such machinery or equipment as is usual and customary in Brazos County, Texas, in connection with the use, maintenance, or construction of a private residence or apartment structures or recreational facilities maintained by the Association; provided however, such machinery or equipment may be placed, operated or maintained by any governmental or quasi-governmental agency, or by a public utility, in the performance of its legitimate functions.

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

3.21 Unusually Attractive Vehicles. No trailer, recreational vehicle, tent, boat, or stripped down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or on any portion of the driveway or front yard in front of the building line of a permanent structure, and same shall be kept, parked, stored or maintained on other portions of a Lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots or streets. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street.

3.22 Mobile Homes, Travel Trailers. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours during any three (3) month period.

3.23 Fences.

(A) No fence, wall, or hedge shall be built or maintained forward of the front wall line of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any Lot. An exception shall be made in the case of retaining walls not to exceed twenty-four inches (24") above the ground. Notwithstanding the foregoing, the Architectural Committee is empowered to waive the aforesaid height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept design or material and the resulting decorative wall and/or retaining wall will not detract from the general appearance of the neighborhood. No chain-link fences may be built or maintained on any Lot.

(B) If a fence is constructed on any Lot, it shall be constructed of standard grade cedar privacy fence materials and shall be six (6) feet in height unless it is approved by the Architectural Committee, with the finished (smooth) side facing all streets or common areas, or adjoining properties which are not part of Springbrook, and the rough side facing the interior of any Lot. Without limiting the generality of the

STATE OF TEXAS
COUNTY OF BRAZOS

This foregoing is a true and correct copy as the same appears on the books and records in the appropriate offices of Brazos County, Texas

Tested and sworn to on 7/19/11 by

Karla McQueen
County Clerk

Brazos County, Texas



foregoing sentence, any Owner of a Lot which borders on Longview Drive or Eagle Avenue shall construct a fence with finished side facing the street prior to first occupancy of the residence constructed on the Lot. All fence posts shall be set in concrete and buried at least 18 inches below the surface of the ground.

3.24 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept or maintained on the Property. No domestic household pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets shall be allowed on the Property other than on the Lot of its Owner, except when confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operations shall be allowed. No domestic household pet shall be allowed to run at large and all of such pets shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed areas shall be constructed in accordance with Plans and Specifications approved by the Architectural Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property. No more than three (3) adult dogs and three (3) adult cats may be kept on a single lot. All domestic household pets shall be kept in strict accordance with all local laws and ordinances.

3.25 Maintenance of Lawns and Plantings. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot cultivated, pruned, and free of trash and other unsightly material. Subject to Section 3.29 below, trees, shrubs, vines and plants that die shall be promptly removed. Declarant, the Association and the Architectural Committee shall have the right at any reasonable time after not less than ten days notice to Owner to cure any violation of this provision within such ten-day period, to enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon, and to charge the cost thereof to the Owner of the Lot as provided in Section 5.04(E) below.

3.26 Landscape Design. All landscaping shall be designed so as to protect and promote, as far as practicable, the natural local landscape environment through use of native materials, natural drainage, indigenous plant selection and site design. All landscaping designs shall:

- (A) Whenever possible, save and incorporate into the Plans and Specifications existing trees and trunk diameters of four (4) or more inches. To insure the viability of these trees, soil compacting, trenching and/or cut and fill shall be avoided, to the greatest extent possible, in the area defined by 'tree' discipline.
- (B) Maintain or enhance, whenever possible, existing vegetation within drainage easements to prevent erosion, siltation, or impediment of runoff augmented by development.
- (C) On or before issuance of a certificate of occupancy by the City of College Station, Owner shall install five, growing and covering the front and side yards, and an equivalent substitute which achieves as satisfactory a ground cover an approximately the same period of time in the backyard, all such ground cover to be indigenous to the area, and maintained in a healthy and growing condition.
- (D) Upon the initial construction of a residence on any Lot, include growing and healthy shrubs, bushes, vegetation and trees in the front yard on the Lot or certain treeless lots. If stipulated in the original earnest money contract between the Developer and the first Owner, Developer shall hold the sum of \$500.00 in escrow upon the sale of such Lot to be paid toward the expense of complying with this provision, on such terms as may be stated in the earnest money contract, or in the landscape escrow agreement.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK VILLAGE PHASE II

Page 7

WILL 2355 REC 58

CLERK OF COURTS

COUNTY OF BRAZOS

THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK OF COURTS, COUNTY OF BRAZOS, TEXAS, ON 11/13/14.

BY _____



County Clerk
Brazos County, Texas

3.27 Construction and Sales Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements by an Owner (including Declarant) upon any Lot within the Property, or the sale of any Lot thereafter. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed on the street or on any other part of the Property. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction. At such time as the Declarant ceases using any portion of the Property as a model home or sales office, the affected Property shall be altered and/or remodelled, if necessary or desirable, to comply with the covenants and restrictions contained herein.

3.28 Mailbox. Mailboxes shall be erected and maintained on each Lot upon which a residence is situated, and shall be fixed on masonry stanchions (columns), approved by the Architectural Committee. No metal post stands shall be permitted. Each mailbox shall be new when installed, constructed of durable steel or aluminum, and of a size and shape conforming to postal authority standards for single family residential postal depositories. Mailboxes shall be located on the curb in accordance with postal regulations.

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

3.30 Garage conversions. No garage, or any portion thereof, may be converted into enclosed living space unless an alternative garage of at least equal size is constructed and the plans and specifications for the conversion and construction are first approved in writing by the Architectural Committee.

3.31 Windows and Doors. Doors and windows in any residence on any Lot shall comply with all of the requirements of Article 5.33A, Section 5(a)(7) of the Insurance Code of the State of Texas, as it now exists, which provisions are sometimes called Standard I guidelines for home security, the "Safe Home" program. Those guidelines are as follows:

- (A) Exterior doors must be solid core doors that are 1 1/2 inches thick and must be secured by dead-bolt locks. All dead-bolt locks must lock with a minimum bolt throw of 1 inch that penetrates a metal strike plate mounted with 3 inch screws.
- (B) Metal doors must be secured by dead-bolt locks.
- (C) If glass is within 40 inches of a locking device, the lock must be key operated from both sides.
- (D) Double doors must have the inactive door secured by header and threshold bolts that penetrate metal strike plates, and in the case of glass located within 40 inches of header and threshold bolts, the inactive door must have the bolts flush-mounted in the edge of the door.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/PRESS MEADOW PHASE II

Vol. 2355 PAGE 59

Page 8

STATE OF TEXAS
COUNTY OF BRAZOS

This document is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

Notary Public in and for the State of Texas



Karen M. Larson

Karen M. Larson
Brazos County, Texas

- (E) Sliding glass doors must be secured by secondary locking devices to prevent lifting and prying.
- (F) Dutch doors must have concealed flush-bolt locking devices to interlock upper and lower halves and must be secured by a dead-bolt lock.
- (G) Garage doors must be equipped with key-operated locking devices.
- (H) Windows must be secured by auxiliary locking devices (screws, wooden dowels, pinning devices, or key-operated locks).
- (I) Windows and doors must be clear of exterior shutters.

If revisions are adopted in the statute referenced above by the Texas Legislature, such revisions may also be adopted herein, if such action is taken pursuant to Section 9.03 below.

3.32 Electronic Burglar Alarms. If any residence on any lot has an electronic burglar alarm system, such system shall comply with all of the requirements of Article 5.33A, Section 64(H2) of the Insurance Code of the State of Texas, as it now exists, which provisions are sometimes called Standard II guidelines for home security, the "Safe Home" program. These guidelines are as follows:

- (A) All exterior structure openings are contacted (including non-opening windows).
- (B) The system includes an interior and exterior siren.
- (C) All equipment is U.L. approved and monitored by a U.L. approved central station.
- (D) Sales, service, installation, and monitoring of the system are done in compliance with the Private Investigators and Private Security Agencies Act.

3.34 Boom and Board Planks. No Owner shall permit any Lot or improvement on any Lot to be used in whole or in part by tenants on rooming or boarding plans or contracts, or both, of any type.

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

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/CYPRESS MEADOW PHASE II

BOOK 2355 PAGE 60

STATE OF TEXAS
COUNTY OF BRAZOS
I, _____, of the County of Brazos, State of Texas, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same is recorded in the public records of this County, Texas.



County Clerk
Brazos County, Texas

ARTICLE 4.
RESIDENTIAL RESTRICTIONS

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

4.02 Outbuildings. Every outbuilding, inclusive of such structures as a detached garage, storage building or greenhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such buildings shall be subject to approval by the Architectural Committee. In no instance shall an outbuilding, other than a detached garage, exceed one (1) story in height or have total floor area in excess of ten percent (10%) of the floor area of the main dwelling.

4.03 Building Height. No improvement greater than thirty-two (32) feet in height may be constructed on any Lot without the prior written approval of the Architectural Committee. For purposes of this paragraph, height shall be measured from the foundation slab of the proposed improvement to the ridge line of the roof of the proposed improvement.

4.04 Building Materials, Driveway Size. All single family dwellings shall be of recognized standard construction quality, and all exteriors (exclusive of doors, windows, and similar openings) shall be constructed of at least sixty percent (60%) masonry or other material specifically approved in writing by the Architectural Committee. Masonry includes ceramic tile, brick, rock and all other materials commonly referred to in the College Station, Texas area as masonry. All single family dwellings shall contain not less than 1400 square feet of enclosed living space, exclusive of porches (open or covered), decks, garages and carports. Each residence shall include an enclosed attached or detached garage or other structure sufficient to meet the requirements of Section 9.21, above.

4.05 Construction in Place. All dwellings constructed on the Property shall be built in place on the Lot and the use of prefabricated materials, including antique homes moved from other locations, shall be allowed only with the prior written approval of the Architectural Committee.

4.06 Set-back Requirements. No building shall be located or erected nearer to any Lot line bordering a street right-of-way than the building line shown on the recorded plat of the Property subdivision section which includes such Lot. No building shall be located or erected nearer than seven and one-half feet (7-1/2) to any interior side Lot lines. No building shall be located nearer than twenty (20) feet from any rear Lot line. Notwithstanding the foregoing, in respect to cul-de-sac Lots or Lots having irregular shapes, such building must be situated at a mean distance of at least seven and one-half feet (7-1/2) from each side property lines. Furthermore, on such cul-de-sac Lots or Lots having irregular shapes, such structure

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/CYPRESS MEADOW PHASE II

VDL 2355 PAGE 61

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas.

This is certified on

11-15-14
Katie M. Lusk



County Clerk
Brazos County, Texas

may be constructed as near as twenty-five (25) feet from the rear of the Lot; provided further, however, that detached garages may be as near as twenty (20) feet from the rear of the Lot and any permitted temporary structures may be situated as near as seven and one-half feet (7-1/2) from the rear of any such Lot. For purposes of these covenants, the eaves of buildings shall not be deemed to be part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure. This Section shall not be construed to allow any building or structure to encroach upon another Lot.

ARTICLE 5.
SPRINGBROOK/CYPRESS MEADOW PHASE II OWNERS ASSOCIATION

5.01 Organization. The Declarant has on January 20, 1993, caused the formation and incorporation of the Association as a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

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

5.03 Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of directors to the Board on all other matters to be voted on by the Members shall be calculated as follows:

(A) The Owner, whether one or more (including Declarant) of each Lot within the Property shall have one vote for each Lot so owned.

(B) In addition to the votes to which Declarant is entitled by reason of Subparagraph (A) of this Section, for every such vote Declarant shall have three (3) additional votes, until such time as the votes described in Subparagraph (A) of this Section, owned by Owners other than Declarant, total in the aggregate sixty-six and two thirds percent (66 2/3%) of the total number of votes outstanding under Subparagraph A. Thereafter Declarant shall have only the votes, if any, to which it is entitled under Subparagraph (A) of this Section.

5.04 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to any limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association, and the Board acting on behalf of the Association, shall have the following powers and authority at all times:

(A) SPRINGBROOK/CYPRESS MEADOW PHASE II Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such SPRINGBROOK/CYPRESS MEADOW PHASE II Rules and Bylaws, not in conflict with this Declaration, as it deems proper to address any and all aspects of its functions.

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

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

THIS COPIY OF THESE COVENANTS, CONDITIONS AND RESTRICTIONS IS A TRUE AND CORRECT COPY OF THE SAME AS THE SAME APPEAR IN THE ORIGINAL RECORDS OF THE PUBLIC RECORDS OF BRUNSON COUNTY, SOUTH CAROLINA.



Ross McQueen
County Clerk,
Brunson County, South Carolina

- (D) Assessments. To levy Assessments as provided in Article VII below.
- (E) Right of Entry and Enforcement. To enter at any time in an emergency, or in a non-emergency, after ten (10) days written notice, without being liable to any Owner, upon any Lot and into any Improvement thereon for the purpose of enforcing the SPRINGBROOK/CYPRESS MEADOW PHASE II Residential Restrictions or for the purpose of erecting, maintaining or repairing any Improvement to conform to the SPRINGBROOK/CYPRESS MEADOW PHASE II Residential Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon the Lot entered on and improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article 7 hereof for regular and special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of an on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the SPRINGBROOK/CYPRESS MEADOW PHASE II Residential Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the SPRINGBROOK/CYPRESS MEADOW PHASE II Residential Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.
- (F) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper for the operation of the Association.
- (G) Delegation to Committees. To set up one or more committees as authorized by the Texas Non-Profit Corporation Act, as the same is amended from time to time.
- (H) Employees. To engage such employees as may be reasonably necessary in the management of the Association and the performance of its duties.

5.05 Landscape and Maintenance. The Association shall be authorized to landscape, maintain and repair easements, rights-of-way, common areas, entry ways, sidewalks, paths, trails, detention ponds, lakes, and other areas of the Property, as appropriate.

5.06 Common Areas.

- (A) Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:
- (1) To accept, own, operate and maintain all Common Areas which may be conveyed or leased to it by Declarant, together with any improvements of any kind or purposes located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association by Declarant; and to maintain in good repair and condition all lands, improvements, and other Association property owned by or leased to the Association, whether by Declarant or by other Persons.
 - (2) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon individual Members of the

STATE OF TEXAS
COUNTY OF BRASS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brasso County, Texas



Theresa J. Smith, Notary Public
Brasso County, Texas

Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

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

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

- (1) To grant and convey portions of Association property, including fee title, leasehold estates, easements, right-of-way, and/or mortgages, to any person or entity for the purpose of constructing, erecting, operating or maintaining the following:
- (a) Parks, pathways or other recreational facilities or structures;
 - (b) Roads, street, walks, driveways, trails and paths;
 - (c) Lines, cables, wires, conduits, pipelines or other means of providing utilities;
 - (d) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
 - (e) Any similar public, quasi-public or private improvements.

Nothing contained in this Subparagraph, however, shall be construed to preclude use or occupancy of any Common Area or improvement in a way that would violate applicable use and occupancy restrictions imposed by other provisions of this Declaration, or by any statute, rule, regulation, ordinance or other law of any governmental entity, including but not limited to rules and orders of the Texas Water Development Board, Texas Water Commission, and any flood plain, industrial waste or other ordinance of the City of College Station.

- (2) To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association.
- (3) To pay for any other services necessary or proper in the performance of Association functions, and to pay for any other taxes or assessments that the Association or the Board

STATE OF TEXAS
COUNTY OF BROWN

I, the undersigned, a duly qualified and licensed notary public in and for the State of Texas, do hereby certify and attest that the foregoing instrument was duly executed and acknowledged by the parties thereto on this 15th day of May, 2001, at the City of College Station, Texas.

Notary Public in and for the State of Texas



Karen McLean
Karen McLean
County Clerk
Brown County, Texas

is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws of the Association.

- (4) To own and operate any and all types of facilities for both active and passive recreation.
- (5) To construct new improvements or additions to Association properties, subject to the approval of the Architectural Committee as required in this Declaration.
- (6) To enter into contracts with Declarant and other persons, on such terms and provisions as the Board shall determine, to operate and maintain any of the Common Areas or to provide any services or perform any function on behalf of Declarant or the Association in connection with the purposes of the Association.
- (7) To acquire and own and to dispose of all manner of real and personal property, whether by purchase, grant, lease, gift or otherwise

5.07 Agreement with City of College Station, City of Bryan, and State of Texas. The Declarant, as the agent of the Association, or the Association, may enter into one or more agreements with the City of College Station or State of Texas or both, with respect to (1) the landscaping and maintenance of portions of the Southwest right of way of State Highway 6, Longmire Drive, Eagle Avenue and other right of ways within or bordering SPRINGBROOK and/or (2) the dedication of any drainage basin, park or other common area within the property for municipal maintenance or with the City of Bryan with respect to landscaping and maintenance of portions of utility basements. The Association shall accept, without further requirement or documentation, said agreement and the requirements and benefits associated therewith, for any agreement reached by the Declarant.

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

ARTICLE 8 ARCHITECTURAL COMMITTEE

6.01 Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Voting Members deem appropriate. The following persons are hereby designated as the initial Voting Members of the Architectural Committee: Myra Beth Whitley, Dan Beniston, and Laurie Fells.

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/PAPERS MEADOW PHASE II

Vol. 2355 PAGE 65

Page 14

STATE OF TEXAS
COUNTY OF BROWN

This instrument is a true and correct copy of the entire
contents as the same are recorded in the appropriate
records of Brown County, Texas.

Witness my hand and seal of office this 15th day of
April, 1998.

Myra Beth Whitley
Myra Beth Whitley

County Clerk
Brown County, Texas

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

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

6.05 Declarant's Rights of Appointment. Until Declarant has less than fifty percent (50%) of the votes in the Association (the Transition Date), Declarant, its successors or assigns shall have the right to appoint and remove all Voting Members of the Architectural Committee, which persons need not be drawn from Association Members. Notwithstanding the preceding sentence, Declarant may delegate its right of appointment, or any portion thereof, to the Board by written instrument before such date. Whenever the Transition Date occurs, the Board shall have the right to appoint all Voting Members. At such time as the Board gains the right to appoint and remove Voting Members of the Architectural Committee, or any portion of this right, a majority of the Voting Members so appointed shall be drawn from Members of the Association. Advisory Members shall, when reasonably possible, be drawn from Members of the Association.

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

6.07 Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, the Architectural Committee shall have the right to consider all of the Plans and Specifications for the improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. Upon receipt of all necessary information, the Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other related duties assigned or authorized by this Declaration, including at its option inspection of construction in progress to assure its conformance with previously approved Plans and Specifications. The Architectural Committee shall have the express authority to perform such finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one construction. The Architectural Committee may, in its review of Plans and Specifications and such other information as it deems proper, consider whether any proposed improvement upon a Lot would unreasonably obstruct the view from other portions of the Property. The Architectural Committee may, but shall not be required to disapprove any improvement upon any Lot that would unreasonably obstruct the view from any other portion of the Property. No improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Property and the surrounding area. The Architectural Committee shall have the authority to disapprove any proposed improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed improvement, nor shall its approval of any Plans and Specifications be deemed an endorsement, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes not of its authorship.

6.08. Actions of the Architectural Committee. The Architectural Committee may, by resolution unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/STRESS HOLLOW PHASE II

WR 2355 8/62 86

Page 17

STATE OF TEXAS

COUNTY CLERK

My commission expires on _____

My office is located at _____

My office hours are _____

My office is open _____

My office is closed _____

My office is open _____

My office is closed _____

My office is open _____

My office is closed _____

My office is open _____

My office is closed _____

My office is open _____

My office is closed _____



Brazos County, Texas

take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designation, the vote of a majority of all the members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

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

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

6.11 Nonability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its members, as the case may be. Neither the Architectural Committee nor any member thereof shall be liable to any Owner due to the construction of any improvements within the Property, or the creation thereby of any obstruction of the view from such Owner's Lot or Lots.

6.12 Address. Plans and Specifications shall be submitted to the Architectural Committee in care of Laurie Folks, 420 Tarrow, College Station, Texas 77840, or in care of such other person at such other address as may be designated by Declarant or the Board, as the case may be, from time to time.

6.13 Failure to Act. In the event the Architectural Committee or its designated representative fails to approve or disapprove any Plans and Specifications within ten (10) days after the same have been submitted to it, complete with all other information requested by the Architectural Committee in connection with such submission, approval shall be assumed.

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

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

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/STRESS MEADOW PHASE II

WA 2355 PAGE 07

Page 16

STATE OF TEXAS

COUNTY OF BRAZOS

The foregoing is a true and correct copy of the same
as shown on the said record in the appropriate
records of Brazos County, Texas



Theresa, county of

Theresa M. Lueken

County Clerk
Brazos County, Texas

ARTICLE 7.
FUNDS AND ASSESSMENTS

7.01 Assessments.

(A) The Association may from time to time levy Assessments against each Lot whether or not improved. The level of Assessments shall be equal and uniform between all Lots, provided, however, that no Assessments hereunder shall be levied against Declarant.

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

(C) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the owner of the Lot against which the Assessment falls due, and shall become a lien against each such Lot and all improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

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

7.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the SPRINGBROOK/CYPRESS MEADOW PHASE II Residential Restrictions, including but not limited to the cost of all entry ways, landscaping, greenbelt, common areas, median strip, and right-of-way maintenance, the cost of enforcing the SPRINGBROOK/CYPRESS MEADOW PHASE II Residential Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's funds. Assessments sufficient to pay such delinquent note expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith, if the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

7.04 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the SPRINGBROOK/CYPRESS MEADOW PHASE II Residential Restrictions. The amount and due date of any special Assessments shall be at the reasonable discretion of the Board.

7.05 Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments provided for herein shall be the personal and individual debt of the owner of the Lot covered by such Assessments. Except as otherwise provided in Section 7.04(A) hereof and 7.07 hereof, no Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from due date thereof for if there is no such

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/CYPRESS MEADOW PHASE II

Page 17

WL 2355 PAGE 68

STATE OF TEXAS

COUNTY OF TARRANT

SPRINGBROOK/CYPRESS MEADOW PHASE II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DOCUMENT IS NOT VALID UNLESS SIGNED BY THE SIGNER

DATE: 11/15/14

SIGNATURE: [Signature]

OFFICE: [Signature]

CITY: [Signature]

COUNTY: [Signature]

STATE: [Signature]

Highest rate, then at the rate of 1.5% per month), together with all costs and expenses of collection, including reasonable attorney's fees.

7.06 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but paid, shall, together with interest as provided in Section 7.05 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust filed of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination shall be effectuated by an officer of the Association, duly authorized by the Board. To evidence an Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by an officer of the Association, duly authorized by the Board, and shall be recorded in the office of the County Clerk of Brazos County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent, and may be enforced subsequent to the recording of a notice of Assessment lien as provided above, by the foreclosure of the detaching Owner's Lot by the Association in like manner as a mortgage on real property, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee the status of any Assessments relating to the Mortgagee's mortgage and remaining unpaid for longer than thirty (30) days after due.

ARTICLE 8. EASEMENTS

8.01 Reserved Easements. All dedications, limitations, restrictions, and reservations shown on any plat covering all or any portion of the property and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the property. Declarant reserves the right to make changes to and additions to the said easements and rights-of-way for the purpose of most effectively, efficiently and economically developing and marketing the property. Further, Declarant reserves the right, without the necessity of the joinder of any owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, common areas, rights-of-way and easements for public utility purposes (including, without limitation, gas, cable, water, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, any such easement having a maximum width of seven and one-half (7-1/2) feet on each side of such Lot line.

8.02 Installation and Maintenance. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except

STATE OF TEXAS

COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on the land recorded in the public records of Brazos County, Texas.



This day ready on 4-15-14

Kevin Anderson
County Clerk
Brazos County, Texas

for those improvements for which a public authority or utility company is responsible. Neither Declarant nor any utility company using the easements herein or referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants to shrubbery, streams or flowers or other property of the Owners situated on the land covered by said easements.

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

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

8.05 Blanket Easement. An easement is hereby retained in favor of the Association over all Lots and the Common Area for the purpose of enforcing the SPRINGBROOK/CYPRESS MEADOW PHASE II Residential Restrictions in accordance with Section 5.04(E) hereof, and for the construction of a common cable television system, a common sprinkler system, maintenance of landscaping, or any other item for the common benefit of the Owners. An easement is further granted for the purpose of repairing and maintaining any such system so constructed. An entry upon any Lot or the Common Areas to effectuate the foregoing purposes shall not be deemed as trespass.

ARTICLE 9.
MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2021, unless amended as herein provided. After December 31, 2021, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended as provided in Section 9.03 below or terminated by a written instrument executed by the Owners of at least three-fourths (3/4) of the lots within the property then subject to this Declaration, filed of record in the Official Records of Brazos County, Texas.

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

9.03 Amendment.

- (A) By Declarant. This Declaration may be amended by the Declarant, acting alone, until September 1, 1998, and thereafter for so long as Declarant holds a majority of the votes of the Association; provided however, that so long as the Declarant retains control of the Association, no amendment of this Declaration directly affecting Lots marketed under the name of SPRINGBROOK/CYPRESS MEADOW PHASE II, as indicated on the attached Exhibit B, shall

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/CYPRESS MEADOW PHASE II

Page 18

WIT 2355 PAGE 70

STATE OF TEXAS

County Clerk
Brazos County, Texas



County Clerk
Brazos County, Texas

be made without the consent of the United States Department of Housing and Urban Development, or a successor institution. No amendment by Declarant shall be effective until there has been recorded in the Official Records of Brazos County, Texas, an instrument executed and acknowledged by Declarant and setting both the amendment, and an instrument executed and acknowledged by the Secretary of the Association, certifying that the Declarant had the requisite number of votes.

(b) By Owners. In addition to the method in Section 9.03 (A), after September 1, 1994, this Declaration may be amended by the recording in the Official Records of Brazos County of an instrument executed and acknowledged by the President and Secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least sixty percent (60%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof.

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

9.05 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

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

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

9.08 Enforcement and Maintenance.

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

(B) Waiver. The failure to enforce any provision of the SPRINGBROOKCYPRESS MEADOW PHASE II Residential Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOKCYPRESS MEADOW PHASE II

VOL. 2355 PAGE 71

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument is a true and correct copy of the original as the same appears on file and recorded in the Public Affairs Records of Brazos County, Texas.



I hereby certify on _____

Notary Public
Brazos County, Texas

(C) Liens. The Association shall have the right, when appropriate in this judgment, to claim or impose a lien upon any Lot or improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

9.09 Constructi

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

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

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

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

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

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 18TH day of MAY, 1995.

Declarant:

FOUNTAINHEAD DEVELOPMENT CORPORATION

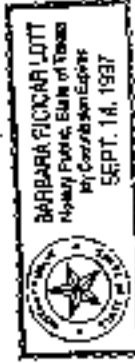
BY: [Signature]
Dan Becharofa, President

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on the 18TH day of MAY, 1995, by Dan

Becharofa, President of FOUNTAINHEAD DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporation, in the capacity therein stated.



[Signature]
NOTARY PUBLIC, State of Texas

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOKCYPRESS MEADOW PHASE II

Page 21

NO. 2355 REG. 72

STATE OF TEXAS

COUNTY OF BRAZOS
This instrument is a true and correct copy as the same appears in the original instrument recorded in the appropriate public records in the County of Brazos, Texas.

Notary Public, State of Texas
[Signature]
COUNTY CLERK
Brazos County, Texas

CONSENT OF LIENHOLDER

THE FIRST NATIONAL BANK OF BRYAN, the lienholder of the Property hereby ratifies and consents to the adoption and declaration of the foregoing Declaration, without assuming any liability for the enforcement, legality, or validity of this Declaration, or for the Property. Foreclosure of the lien shall not negate this Declaration. However, foreclosure of the lien shall entitle the lienholder to exercise all of the right, powers, and responsibilities of the Declarant.

Dated the 14 day of May, 1995.

THE FIRST NATIONAL BANK OF BRYAN

BY: 

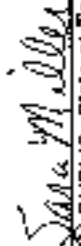
STATE OF TEXAS

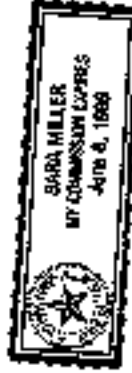
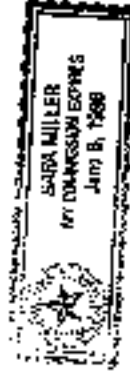
COUNTY OF DRAZDS

This instrument was acknowledged before me on the 14 day of May, 1995, by —

Tim Bryan Vice Chairman of THE FIRST

NATIONAL BANK OF BRYAN, on behalf of said bank, in the capacity therein stated.


NOTARY PUBLIC, State of Texas



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SPRINGBROOK/77225 WILLOW PLAZA II

Page 22

VOL 2355 PAGE 73

STATE OF TEXAS
COUNTY OF BRAZOS

This instrument is true and correct copy of the same as shown on file and recorded in the appropriate records of Brazos County, Texas.



Tim Bryan
Vice Chairman
County Clerk
Brazos County, Texas

EXHIBIT A

Being all of that certain tract or parcel of land lying and being situated in the Robert Stevenson League, Abstract 54, College Station, Brazos County, Texas, and being a part of that 66.46 acre tract of land described in Deed to Timothy J. Crowley and Robert B. Wallman by Collesburg Bank, N.A., recorded in Volume 1203, Page 48, Official Records of Brazos County, Texas, and being described as follows:

COMMENCING at a 5/8" iron rod found for the west corner of 88.46 acre tract:

THENCE N 44° 16'56" E 105.82 feet to the POINT OF BEGINNING of this tract;

THENCE N 44° 16'56" E 1919.98 feet along the common line between said 88.46 acre tract and Payton Waller 22.88 acre tract to a 1/2" iron rod;

THENCE S 49° 11'12" E 1607.53 feet to a 1/2" iron rod set for corner;

THENCE S 70° 10'45" W 78.33 feet to a 1/2" iron rod set for angle point;

THENCE S 49° 37'48" W 228.62 feet to a 1/2" iron rod set for angle point;

THENCE S 89° 53'37" W 451.75 feet to a 1/2" iron rod set for angle point;

THENCE N 74° 31'45" W 268.47 feet to a 1/2" iron rod set for angle point;

THENCE S 83° 56'55" W 239.97 feet to a 1/2" iron rod set for angle point;

THENCE N 49° 56'56" W 180.01 feet to a 1/2" iron rod.

THENCE along the curve of a proposed street with a chord bearing S 22° 53'41" W a chord distance 44.26 feet on a fifty foot radius;

THENCE S 17° 57'47" E 70.56 feet to a 1/2" iron rod set for angle point;

THENCE S 51° 53'37" W 144.58 feet to a 1/2" iron rod set for corner;

THENCE N 43° 53'15" W 252.69 feet to the PLACE OF BEGINNING of this tract, and containing 20.459 acres of land, more or less.

SPRINGBROOK CYPRESS MEADOW
Revised April 24, 1974

Vol. 2355 PAGE 74

STATE OF TEXAS

COUNTY CLERK

The foregoing is a true and correct copy of the entire
contents of the original record in the appropriate
records of Brazos County, Texas

Witness my hand and seal this 11th day of

April 1974

Robert B. Wallman
County Clerk
Brazos County, Texas