

**AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS SpringBrook/Cypress Meadow Phase II**

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

THE STATE OF TEXAS §  
COUNTY OF BRAZOS §

Thereby certify, on 9-9-09 AM



*Luan McQueen*  
County Clerk  
Brazos County, Texas

This document amends the *Declaration of Covenants, Conditions and Restrictions SpringBrook/Cypress Meadow Phase II* filed May 24, 1995 at Volume 2357, Page 204 of the Official Records of Brazos County, Texas. All provisions in the original document not changed by this amendment remain in full force and effect.

As required by section 9.03(B) of the *Declaration of Covenants, Conditions and Restrictions SpringBrook/Cypress Meadow Phase II*, this amendment is being made by recording in the Official Records of Brazos County, Texas this instrument executed and acknowledged by the President and Secretary of the SpringBrook Homeowners Association, Inc. The President and Secretary, by their signatures below, certify this amendment has been approved by Owners entitled to cast at least sixty percent (60%) of the number of votes entitled to be cast by all Owners of Lots in the subdivision.

Sections 3.34 and 4.01 are hereby amended to read as follows:

**3.34 Renting/Leasing.** No owner is permitted to rent or lease any Lot, or Improvement on any Lot, or any portion of any Lot or Improvement, to renters (tenants) by contract or lease, written or oral, of any type. All Lots within the Property shall be used and improved solely for one (1) single family residential purposes. All Lots and Improvements on any Lot shall only be used as a primary private residence for the Owner, his immediate family, and guests.

**Definitions.** The following definitions apply to the terms used in this section:

(a) "Guests" means persons who reside in the house without paying rent or other consideration for a period of not more than 29 consecutive days in any 12-month period and they are not related within the *second* degree by consanguinity (blood) or within the *first* degree by affinity (marriage).

(b) "House" means residential dwelling.

(c) "Immediate family" means the children, by birth or adoption, of one parent or set of parents (of same or different sexes) and any extended family members related to the owner within the *second* degree by consanguinity (blood) or within the *first* degree by affinity (marriage). See (g) below.

(d) "Owner" means the person or persons who are listed as the legal owner of the Lot according to the deed records of Brazos County, Texas. Corporations, partnerships, trusts, or other like entities cannot be Owners.

(e) "Primary private residence" means the Owner is a permanent resident of the house and does not maintain another residence. Absentee owners are not permitted; for example: it is a deed restriction violation for an Owner (who lives at some other physical address) to purchase a house for a son or daughter to live in while he/she attends college.

(f) "Renter" means any person who pays consideration to an Owner, whether monetary or otherwise, in exchange for the right to live in an improvement on the Lot.

(g) "Single family" means the nuclear family and any extended family members related to the owner within the *second* degree by consanguinity (blood) or within the *first* degree by affinity (marriage) as defined herein. *Second* degree by consanguinity means an owner's: parent, child, brother, sister, grandparent, grandchild, aunt (sister of parent), uncle (brother of parent), nephew (son of brother or sister), or niece (daughter of brother or sister). *First* degree by affinity means an owner's: spouse, spouse's child, or spouse's mother or father.

(h) "Tenant" means any person who pays consideration to an Owner, whether monetary or otherwise, in exchange for the right to live in an improvement on the Lot.

**Enforcement.** Any Owner is subject to the imposition of a fine for each day the Owner is in violation of this restriction. The amount of the fine shall be set by the Board but in no event shall the fine be less than \$50 per day nor more than \$100 per day. Any fine assessed for a violation of this restriction shall be a personal obligation of the owner and shall constitute a contractual lien upon the Lot owned, and shall be enforced in the same manner and the same extent as provided for regular and special assessments. When requested by the Board, each Owner agrees to provide a sworn affidavit endorsed by a notary public attesting to his current compliance with this restriction and his promise to comply in the future with this restriction.

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 9-9-09 AM

SpringBrook Homeowners Association, Inc.  
Amended DR - 3.34 and 4.01 - SpringBrook/Cypress Meadow Phase II



*Karen McQueen*  
County Clerk  
Brazos County, Texas

It is specifically intended that this prohibition on renting/leasing, and all enforcement mechanisms referenced herein, are restrictive covenants that run with the land and they bind all owners and their heirs, successors, or assigns.

Any exception or variance to this restriction granted by the Board of Directors to an Owner shall not be construed as a waiver of the right to enforce this provision against any other Owner. Any exception to this restriction granted by a particular Board of Directors shall not be binding and enforceable against a subsequent Board of Directors.

**4.01 One (1) Single Family 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 primary private residence for the Owner, his immediate family and guests. All Lots within the Property shall be used and improved solely for one (1) 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 improvements 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.

**Definitions.** Terms used in this section that are also used in section 3.34 shall have the same definition provided in section 3.34.

**Enforcement.** Any Owner is subject to the imposition of a fine for each day the Owner is in violation of this restriction. The amount of the fine shall be set by the Board but in no event shall the fine be less than \$50 per day nor more than \$100 per day. Any fine assessed for a violation of this restriction shall be a personal obligation of the owner and shall constitute a contractual lien upon the Lot owned, and shall be enforced in the same manner and the same extent as provided for regular and special assessments. When requested by the Board, each Owner agrees to provide a sworn affidavit endorsed by a notary public attesting to his

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COUNTY OF BRAZOS  
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Thereby certified, on 9-9-09  
[Signature]  
County Clerk  
Brazos County, Texas

current compliance with this restriction and his promise to comply in the future with this restriction.

It is specifically intended that this restriction for residential use, and all enforcement mechanisms referenced herein, are restrictive covenants that run with the land and they bind all owners and their heirs, successors, or assigns.

Any exception to this restriction granted by the Board of Directors to an Owner shall not be construed as a waiver of the right to enforce this provision against any other Owner. Any exception to this restriction granted by a particular Board of Directors shall not binding and enforceable against a subsequent Board of Directors.

It is specifically intended that these amended covenants, conditions, and restrictions are restrictive covenants, conditions, and restrictions that run with the land and they bind all owners and their heirs, successors, or assigns.

IN WITNESS WHEREOF, this Amended Declaration of Covenants, Conditions and Restrictions SpringBrook/Cypress Meadow Phase II was signed as of the dates indicated below by the President and Secretary of SpringBrook Homeowners Association, Inc., a Texas non-profit corporation:

BY: Rose Norwood  
Rose Norwood, President, SHOA, Inc.

Date: 9/4/08

BY: Angela Throne  
Angela Throne, Secretary, SHOA, Inc.

Date: 9/4/08

SpringBrook Homeowners Association, Inc.  
P.O. Box 9337  
College Station, TX 77842

[www.springbrookhoa.org](http://www.springbrookhoa.org)

STATE OF TEXAS  
COUNTY OF BRAZOS  
The foregoing instrument is hereby certified to be as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 9-9-09 AW



Karen McQueen  
County Clerk  
Brazos County, Texas

State of Texas

County of Brazos

SWORN TO and SUBSCRIBED before me on this 4 day of September, 2008 by Rose Norwood, who is known by me to be the person who executed this instrument and acknowledged she signed it on behalf of SpringBrook Homeowners Association, Inc., a Texas non-profit corporation, in her official capacity as President.

*[Signature]*  
\_\_\_\_\_  
Notary Public, State of Texas

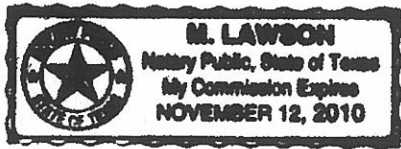


State of Texas

County of Brazos

SWORN TO and SUBSCRIBED before me on this 4 day of September, 2008 by Angela Throne, who is known by me to be the person who executed this instrument and acknowledged she signed it on behalf of SpringBrook Homeowners Association, Inc., a Texas non-profit corporation, in her official capacity as Secretary.

*[Signature]*  
\_\_\_\_\_  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF BRAZOS

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

Thereby certify, on 9-9-08 *[Signature]*



*[Signature]*  
County Clerk  
Brazos County, Texas

HONORABLE KAREN MCQUEEN, COUNTY CLERK  
BRAZOS COUNTY

as stamped hereon by me,  
Sep 05, 2008

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

Document Number: 01009415  
Amount: 27.00  
Receipt Number - 349595  
Bar  
Kim Green

SpringBrook Homeowners Association, Inc.  
Amended DR - 3.34 and 4.01 - SpringBrook/Cypress Meadows Phase II