

to create an agency and/or agencies to which will be delegated and assigned certain respective powers of maintaining and administering the properties and any common properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused a certain non-profit corporation to be incorporated under the laws of the State of Texas, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Declarant declares that the real property described above is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges and liens (sometimes referred to herein collectively as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Shadowcrest Homeowners Association, Inc., its successors and assigns.

Section 2. "Master Association" shall mean and refer to Woodcreek Community Association, Inc., a Texas non-profit corporation, the terms of the Declaration of Covenants and Restrictions of which, govern this Association in addition to the provisions of this Declaration.

Section 3. "Owner" shall mean and refer to the record owner, or if such lot is subject to a purchase contract with Declarant, to the contract purchaser, whether one or more persons or entities, of the fee simple title to any lot situated upon the properties, but, notwithstanding any applicable theory of mortgages, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to one or more lots pursuant to foreclosure or any proceeding in lieu of foreclosure. References herein to the "Owners" in "The

Subdivision" shall mean and refer to owners as defined in this declaration and all supplemental declarations.

Section 4. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is all the areas shown on the plat as recorded in Volume 579, Page 345, of the Deed Records of Brazos County, Texas. "Common Area" shall also mean those areas and facilities in the remainder of Woodcreek Subdivision, presently existing or subsequently provided, known as Common Properties and Common Facilities, that promote the recreation, health, safety and welfare of the residents in the Properties and The Subdivision.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area.

Section 7. "Declarant" shall mean and refer to the aforesaid entities and any successors and assigns to whom the rights of Declarant hereunder are specifically assigned in writing.

Section 8. "The Subdivision" shall mean and refer to Woodcreek, Section II, and all phases within sections of Woodcreek Subdivision, brought within the scheme of this declaration by Declarant, and any other real property (including specifically, but without limitation, all or portions of other subdivisions being or to be developed by Declarant or their affiliated or subsidiary entities or other third parties to whom the right is specifically assigned by Declarant in writing) brought within the scheme of this Declaration by Declarant.

ARTICLE II

Property Rights

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

A. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

B. the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

C. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all the respective Members of the Association, with the exception of the Declarant and its successors and assignees to whom the right of Class B membership is expressly assigned in writing. Class A members shall be entitled to one (1) vote for each lot in the Subdivision in which they hold the interest required for membership by this Declaration or any Supplemental Declaration. When more than one (1) person holds such interest or interest in any such Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves determine, but, in no event, shall more than one (1) vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Declarant, and its successors and assignees to whom the right of Class B membership is expressly assigned in writing. The Class B Member shall be entitled to three (3) votes for each Lot in The Subdivision in which it holds the interest required for membership by this Declaration or any Supplemental Declaration; provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier;

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

(b) on June 1, 1991.

From and after the happening of whichever of these events occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in The Subdivision in which it holds the interest required for membership by this Declaration or any Supplemental Declaration.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association and the Master Association: (1) monthly assessments or charges (payable annually for the improvement and maintenance of the common area, and, (2) special assessments for capital improvements and unanticipated maintenance requirements, such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

In the event that the need for maintenance or repair is caused through the willful or negligent action of a owner, his family, or guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

Section 3. Maximum Monthly Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be Twenty-Five and No/100

Dollars (\$25.00) per Lot.

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment may be increased each year not more than 10% above the maximum assessments for the previous year without a vote of the membership.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment may be increased above 10% by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. If the maintenance charge and assessment is not increased to the maximum allowed hereunder for any year, then in any subsequent year the maintenance charge and assessment may be increased to the maximum allowable for such subsequent year as if the maintenance charge and assessment had been increased to the maximum allowable for each and every year.

D. The Board of Directors may fix the monthly assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements and Unanticipated Maintenance Requirements. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto and for the purpose of defraying unanticipated and unusual maintenance expenses, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the

purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 45 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Unimproved Lots Owned by Declarant or Builders.

Declarant and builders shall pay fifty percent (50%) of the then existing full maintenance charge and assessment for each Lot owned by them unless and until a residential structure has been built thereon and is occupied, in whole or part, whether by tenants or homeowners. Thereafter, commencing on the first day of the next succeeding calendar month, the full maintenance charge then assessed shall become applicable. It shall be the duty of each builder to notify the Association at the time a residence has been permitted to be occupied. The term "builder" for the purposes of this Declaration is defined as any person, firm, corporation or other entity who is engaged in the business of building residential structures for sale, and not for his or its personal use or occupancy.

Section 7. Unimproved Lots Owned by Owners Other than Declarant and Builders. Owners of the unimproved Lots other than Declarant and builders shall pay one hundred percent (100%) of the then existing full maintenance charge assessment for each Lot owned by them.

Section 8. The Maintenance Charge. The assessments provided for herein shall commence as to each lot on the date fixed by the Board of Directors of the Association to be the "date of commencement" for such lots or upon the conveyance of the lot to an Owner, whichever is first. The first assessment shall be made for the

balance of the calendar year in which it is made and shall be payable on the date of the commencement above defined. The assessments for each calendar year after the first year shall be due and payable annually to the Association in advance on or before January 1 of each such subsequent year. Provided, however, that, upon the purchase of his lot (as evidenced by the date of his deed), each Member shall be obligated to pay to the Association pro rata part of the applicable percentage (as determined pursuant to the terms hereof) of the regular maintenance charge assessed on such lot.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VII

Architectural Control Committee

Section 1. Approval of Plans. No building, structure, fence, wall or other improvements shall be commenced, erected, constructed, placed or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the detailed plans and specifications therefor shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, location and situation on the lot, and as to harmony of external design or location in relation to property lines, building lines, easements, grades, surrounding structures, walks and topography (including the orientation of the front and rear of any such building with respect to the lot lines) by the Architectural Control Committee of the Association constituted as provided herein. The submitted plans and specifications shall specify, in such form as the Architectural Control committee may reasonably require, structural, mechanical, electrical and plumbing detail and the nature, kind, shape, height, exterior color scheme, materials to be incorporated into, and location of the proposed improvements or alterations thereto. In the event said Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with; provided, however, that the failure of the Architectural Control committee to approve or disapprove such plans and specifications within such thirty (30) day period shall not operate to permit any structure to be commenced, erected, placed, constructed or maintained on any lot in the Properties in a manner inconsistent with any provision of this Declaration. Without limitation of the powers herein granted the Association's Architectural Control Committee shall have the right to specify requirements for each lot as follows: minimum setbacks; the

location, height and extent of fences, walls or other screening devices; and the orientation of structures with respect to garage access and major entry and frontage. The Architectural Control Committee also shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the sole and arbitrary discretion of the Architectural Control Committee, with the design or overall character and aesthetics of the Properties.

Section 2. Membership. The Master Association will not have an Architectural Control Committee. The Association will have an Architectural Control Committee appointed by Declarant and perpetuated as outlined below.

Section 3. Committee Membership. Shadowcrest Homeowners Association's Architectural Control Committee is presently composed of E. W. Schultz, Thomas D. Borski, Joe Courtney, and W. A. McKean, who may, by a majority vote, designate a representative or representatives to act for them and the term "Architectural Control Committee" as used herein shall refer to the individuals named above, their assignee as permitted herein, or the Committee's designated representative(s). In the event of death or resignation of any member or members of the Architectural Control Committee shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full right, authority and power to carry out the functions of the Architectural Control Committee as provided herein, or to designate whomsoever with like right, authority and power.

Section 4. Term of Architectural Control Committee. Each respective member thereof shall serve for a term of ten (10) years from the date hereof. Thereafter, all powers of each such Committee shall vest in respective Board of Directors for each Association (excluding the Master Association), and such Directors may elect to appoint

another Committee or resume their powers and responsibilities themselves.

Section 5. Transfer of Authority to the Association. The duties, rights, powers and authority of the Architectural Control Committee constituted hereby may be assigned at any time, at the sole election of a majority of the members of such Committee, to the Board of Directors of the Association, and from and after the date of such assignment, and the acceptance thereof by such Directors, such Board of Directors of the Association shall have full right, authority and power, and shall be obligated, to perform the functions of such Architectural Control Committee as provided herein, including the right to designate a representative or representatives to act for it.

Section 6. Minimum Construction Standards. The Association's Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards and specifications (including, without limitation, a limited number of acceptable exterior materials and/or finishes), which shall constitute guidelines only and shall not be binding upon such Architectural Control Committee or in any manner determinative of the approval or disapproval by such Committee of submitted plans and specifications.

Section 7. Construction Requirements.

A. Only new construction materials (except for used brick) shall be used and utilized in constructing any structures situated on lot, and all residential structures situated on any lot shall have not less than fifty-one percent (51%) masonry construction, or its equivalent at the discretion of the Architectural Control Committee, unless otherwise approved in writing by the Architectural Control Committee.

B. All exterior construction of the primary residential structure, garage, porches and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and

functional, all plumbing fixtures installed and operational, all cabinet work completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date of which the foundation forms are set.

C. No carports shall be constructed on any lot within Woodcreek Section II. All residential structures' garages shall have garage doors of such construction and material to be harmonious in quality and color with the exterior of the appurtenant dwelling and which must have the approval of the Architectural Control Committee respectively concerned. Garage doors shall be closed when not in specific use.

D. No lots fronting upon and being adjacent to Woodcreek Drive and Stonebrook Drive shall have any improved access or driveway extending from Woodcreek Drive or Stonebrook Drive to the main residence situated upon such lots, and no vehicular access or parking shall be allowed along, to, and from Woodcreek Drive and Stonebrook Drive with respect to such lots.

E. No window or wall type air conditioners shall be permitted to be used, placed or maintained on or in any building on the lots.

F. Each kitchen in each residential structure situated on any lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

G. No fence or wall shall be erected, placed or constructed on any lot (other than a corner lot which is controlled by Section 9 below) nearer to any street than the minimum building setback lines as shown on the Subdivision Plats, other than Lots 1-7, Block 8, lots 1, 2, 4, 5, 6, 7, Block 9, and Lot 19, Block 11, Woodcreek, Section II, an addition to the City of College Station, Texas, according to plat recorded in Volume 750, Page 347, Official Records

of Brazos County, Texas, which may have a fence located on the rear property lines of such lots that abut Stonebrook Drive or Woodcreek Drive. Said fences on above described lots shall be uniform in construction. The Architectural Control Committee will set the fence standard in the architectural guidelines.

H. No external antennas shall be permitted on any lots within The Subdivision. In no event shall this restriction prohibit the Owner of a lot from placing an antenna in his attic or backyard, provided that such antennas cannot be visible and apparent from any other lot or street within the Subdivision.

I. No residence constructed on Lots 1-7, Block 8, Lots 1 and 2, Block 9, Woodcreek, Section II, an addition to the City of College Station, Texas, can face Stonebrook Drive and no residence constructed on Lots 6 and 7, Block 9, and Lot 19, Block 11, Woodcreek, Section II, an addition to the City of College Station, Texas, according to plat recorded in Volume 750, Page 347, Official Records of Brazos County, Texas, can face Woodcreek Drive.

J. On non-alley lots wherever possible the garage opening shall not face the street unless the opening is located 50 feet from the front property line. Final location and orientation of the garage shall be approved by the Architectural Control Committee.

Section 8. Size of Residences. No residential structure erected on any lot shall have more than two and one-half (1-1/2) stories. No residential structure with an interior area of less than the applicable minimum number of square feet set forth below, exclusive of the area of attached garages, porches, servant's quarters, or other appurtenances or appendages shall be erected on any lot:

<u>Type of Structure</u>	<u>Minimum Interior Area</u>
A. One (1) story residence	2000 square feet
B. One and one-half (1-1/2) two (2) and two and one-half (2-1/2) story residence	2000 square feet with at least 1200 square feet on the first floor

Section 9. Walls, Fences, and Hedges. No hedges, walls or fences in excess of three feet (3') in height shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such lot. Side fences on corner lots adjacent to a street shall not be located any nearer to the property line than five feet. No side or rear fence, wall or hedge shall be more than six feet (6') high unless specifically approved by the Architectural Control Committee. All fences and walls shall be of cedar construction or better. No chain link fence type construction will be permitted on any lot.

ARTICLE VIII

Building and Use Restrictions

Section 1. Residence Buildings and Garages. No building or other structure shall be built, placed, constructed, reconstructed or altered on any lot other than a single-family residence, with appurtenances, and no structure shall be occupied or used until the exterior construction thereof is completed. Each single-family residence situated on a lot shall have an enclosed, attached or detached garage for not less than two (2) nor more than four (4) automobiles. No detached garage shall have more than one (1) story. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles. All owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them.

Section 2. Single-Family Residential Use. Each lot (including land and improvements) shall be used and occupied for single-family residential purposes only. No owner or other occupant shall use or occupy his lot, or permit the same or any part thereof to be used or occupied, for any purpose other than a private single-family residence for the Owner or his tenant and their families. As used herein, the term "single-family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of

lots for duplex apartments, garage apartments or other apartment use. No lot shall be used or occupied for any business, commercial, trade or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not.

Section 3. Temporary and Other Structures. No structure of a temporary character, trailer, mobile, modular or prefabricated home, tent, shack, barn or any other out-building structure or building, other than the permanent residence to be built thereon, shall be placed on any lot, either temporarily or permanently and no residence house, garage or other structure appurtenant thereto, shall be moved upon any lot or any portion of the Properties from another location; except, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain, such facilities in and upon the Properties as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of lots, construction and selling of residences and constructing other improvements in the Properties. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. Declarant and builders shall also have the right to use a residence situated on a lot as a temporary office or model home during the period of and in connection with construction and sales operations in the Properties, but in no event, shall a builder have such right for a period in excess of six (6) months from the date of substantial completion of his last residence in the Properties.

Section 4. Nuisance.

A. No noxious or offensive activity shall be carried on or permitted upon any lot or upon any portion of the properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other owners. The Board of Directors of the Association and Master Association shall have the sole and exclusive discretion to determine what constitutes a

or annoyance. No trucks rated more than three-quarters (3/4) of a ton, motor vehicles not currently licensed, boats, trailers, campers, motor or mobile homes or other vehicles shall be permitted to be parked on any lot, except in a closed garage, or on any street, except passenger cars and trucks rated three-quarters (3/4) of a ton or less may be parked on the street in front of the lot for a period not to exceed twelve (12) hours in any twenty-four (24) hour period. No repair work, dismantling, or assembling of motor vehicle or other machinery or equipment shall be done or permitted on any street, driveway or any portion of the Properties. The use or discharge of firearms, firecrackers or other fireworks in the Properties is prohibited. No motor bikes, motorcycles, motor scooters, "go-carts", or other similar vehicles shall be permitted to be operated in the Properties, if, in the sole judgment of the Board of Directors of the Association or Master Association, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance.

B. Storage of automobiles, boats, trailers and other vehicles. No motor vehicle may be parked or stored on any part of any lot, easement, right of way, or common area unless such vehicle is concealed from public view, inside a garage or other approved enclosure, except passenger automobiles, passenger vans, motorcycles or pickup trucks that are in operating condition, having current license plates and inspection stickers, are in daily use as motor vehicles on the streets and highways of the State of Texas and which do not exceed six feet six inches (6' 6") in height, or seven feet six inches (7' 6") in width or twenty-one feet (21') in length. No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, on any part of any lot, easement, right of way or common area unless such object is concealed from public view inside a garage or other approved enclosure. If a complaint is received about a violation of any part of this section, the Board of Directors will be the final

authority on the matters. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of subdivision facilities or of a house or houses in the immediate vicinity.

Section 5. Signs. Except for signs, billboards or other advertising devices displayed by Declarant for so long as Declarant or any successors or assigns of Declarant to whom the rights of Declarant under this Section are expressly transferred, shall own any portion of the Properties, no sign of any kind shall be displayed to the public view on any lot or any portion of the properties, except:

- A. Builders may display one (1) sign of not more than five (5) square feet on a lot to advertise the lot and any residential structure situated thereon for sale during the sales and/or construction period; and
- B. Any Owner may display one (1) sign of not more than five (5) square feet on a lot improved with a residential structure to advertise the lot and residence for sale or rent.

Declarant, or its agent, and/or each respective Association governing the subject lot, shall have the right to remove any sign not complying with the provisions of this Section, and in so doing, shall not be liable and is expressly relieved of any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 6. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or on any portion of the Properties, except that dogs, cats, or other common domesticated household pets (not to exceed three (3) adult animals) may be kept, but they shall not be bred or kept for commercial purposes.

Section 7. Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot or from any portion of the properties is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

Section 8. Garbage and Refuse Storage and Disposal. All lots and any portion of the Properties shall at all times be kept in a healthful, sanitary and attractive condition. No lot or any part of any portion of the Properties shall be used or maintained as dumping

garbage or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view. No lot shall be used for open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected on any lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progressed without unreasonable delay, until completion of the improvements, after which these materials shall either be removed from the lot, or stored in a suitable enclosure on the lot. No garbage, trash, debris or other waste matter of any kind shall be burned on any lot.

Section 9. Minimum Lot Area. No lot therein shall be resubdivided unless such resubdivision results in each resubdivided lot containing not less than seven thousand (7,000) square feet, nor shall any building be erected or placed on any lot having an area of less than seven thousand (7,000) square feet.

Section 10. Oil and Mining Operations. No oil drilling for development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot on the properties, nor shall oil wells, pipelines, tanks, tunnels, mineral excavations or shafts be permitted upon or in 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 on the properties.

Section 11. Lot Maintenance. The owners or occupants of all lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn anything. The drying of clothes in full public view is prohibited, and the Owners

or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds, waterfront or other facilities where the rear yard or portion of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the Owner or occupant of any lot in observing the above requirements, or any of them, such default continuing after ten (10) days' written notice thereof, Declarant, or its successors and assigns, and the Association governing the subject lot may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration in order to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant, as the case may be, agrees by the purchase or occupancy of such lot to pay such statement immediately upon receipt thereof. Failures by owner or occupant will be treated as a maintenance assessment with all the remedies and penalties as provided in Article IV above.

Section 12. Commercial Use. No part of the Property shall ever be used or cause to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing mercantile, storing, vending or other such non-residential purposes except Declarant, its successors or assigns, may use the property for a model home site, and display and sales office during the construction and sales period.

Section 13. Mailboxes. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community and the decision of the Architectural Control Committee that any such matter is not harmonious shall be final.

Section 14. Greenbelts and Common Areas. The Common Areas shall be used for park, recreational, social and other purposes directly related to the uses authorized under this Declaration and such Supplementary Declarations as may be filed and shall be open for the use of all Members and their guests during reasonable hours, as established by the Board of Directors.

Section 15. Landscape Maintenance. All landscaping of every kind and character including shrubs, trees, grass and other plantings, shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof in a neat and orderly condition and in a manner to enhance its appearance.

Section 16. Exempt Property. Notwithstanding any provision herein to the contrary, any Common Properties shall not be subject to or burdened by the building and use restrictions set forth in this Article VIII, except as to the extent same are made specifically applicable to the Common Properties by specific inclusion of same herein in the term "Properties".

ARTICLE IX

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by all Associations or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors, and assigns, for an initial term commencing on the effective date hereof and ending September 1, 2012. During such initial term, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then Owners of all lots in the subdivision and properly recorded in the appropriate records of Brazos County, Texas. Upon the expiration of such initial term, unless terminated as below provided, said covenants and restrictions (as changed, if changed), and the enforcement rights relative thereto, shall be automatically extended for successive

periods of ten (10) years. During the last calendar year of the initial term above stated and during any such ten (10) year extension periods, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then Owners of not less than fifty-one percent (51%) of all the lots in the Subdivision and properly recorded in the appropriate records of Brazos County, Texas, provided no change or termination shall shorten or alter the effectiveness of these covenants and restrictions until the natural expiration of the then respective term in effect.

Section 2. Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any member. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any member or members will not become burdensome to or constitute harrassment of the Association. The Declaration of Covenants and Restrictions, the Articles of Incorporation and the By-laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable costs.

Section 3. Annexation. Other lands may hereafter be annexed into the jurisdiction of the Association in the manner herein described. If annexed, the owners of lots in each future section so annexed as well as all owners subject to the jurisdiction of the Association shall be entitled to the use and benefit of all Common Properties that may become subject to the jurisdiction of the Association as a result of such annexation, and the facilities thereon, and shall be entitled to the use and benefit of the maintenance fund, hereinabove set forth, provided that each future section must be impressed with and subject to an annual maintenance charge imposed hereby, and further such section shall be made by recorded restrictions subject to the jurisdiction of the Association. Such additional stages of development may be annexed by action of the

Declarant.

Section 4. Enforcement. Any and all Associations, but particularly the Master Association, as a common expense to be paid out of the Maintenance Fund, or any Owner at his own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments and all other provisions set out in this Declaration. Failure of the Association or of any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

Section 5. Amendments by Declarant. The Declarant (but only so long as the "Class B" Membership exists pursuant to Article IV, Section 5 above) and/or each Association shall have and reserve the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correction of any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any owner or his mortgagee; provided, that the Associations shall not be entitled to effectuate any such amendment as to any of the Properties, other than that portion which lies within the boundaries of such respective Association's jurisdiction. Provided, further, that the Master Association may affect the entire Properties pursuant to its rights herein provided.

Section 6. Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 7. Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Section 8. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration, shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as member or owner on the records of the respectively concerned Association at the time of such mailing.

Section 9. Gender and Grammar. The singular, however used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Section 10. Severability. Invalidation of any one or more of the covenants, restrictions, conditions or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions or provisions hereof, which shall remain in full force and effect.

Section 11. Conflicts. Any terms and conditions of this Declaration that are in conflict with the Declaration of Woodcreek Community Association, Inc., shall be subordinate to the conflicting terms and conditions of said Master Association Declarations. Any interpretations required shall be made by the Trustees of Woodcreek Community Association, Inc.

ARTICLE X

Ratification by Lienholder

First Bank & Trust, Bryan, Texas, a Texas corporation, the owner and holder of a lien covering all or a part of the Properties, has executed this Declaration to evidence its joinder in, consent to and

ratification of the imposition of the foregoing covenants, conditions and restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein and the Lienholder, has executed this Declaration, acting by and through their duly authorized and empowered officers, to be effective this the 12th day of March, 1985.

WOODCREEK JOINT VENTURE
(DECLARANT)

BY: E. W. Schultz, Trustee
E. W. SCHULTZ, TRUSTEE

FIRST BANK & TRUST, BRYAN, TEXAS
(LIENHOLDER)

BY: Joe Salvato

ATTEST: Kathy High

THE STATE OF TEXAS)
COUNTY OF BRAZOS)
The foregoing instrument was acknowledged before me on this
the 12th day of March, 1985, by Joe M. Salvato, Vice President of First Bank & Trust, Bryan, Texas, a Texas corporation.

Kristine K. Warthen
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
MY COMMISSION EXPIRES: 2-27-89

THE STATE OF TEXAS)
COUNTY OF BRAZOS)

The foregoing instrument was acknowledged before me on this
the 12th day of March, 1985, by E. W. Schultz, Trustee
of/b/a Woodcreek Joint Venture.



Glenda O. Garon
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
MY COMMISSION EXPIRES: 6-6-85
GLENDA O. GARON