



WHEREAS, signatories hereto have deemed it desirable, for the efficient preservation of the values and amenities in said community, 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, Shadowcrest Homeowners Association, Inc., a Texas nonprofit corporation was incorporated under the laws of the State of Texas, for the purpose of exercising the functions aforesaid.

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

#### ARTICLE I

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

Section 2. "Member" shall mean and refer to every Owner of a Lot which is subject to an assessment. The Members make up the body of the Association. Membership is appurtenant to and may not be separated from ownership of any Lot which is subject to an assessment.

Section 3. "Owner" shall mean and refer to the record owner, 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" and "Property" shall mean and refer to the real property as 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 959, Page 797, 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. "The Subdivision" shall mean and refer to Woodcreek, Section III, and all phases within sections of Woodcreek Subdivision, and any other real property brought within the scheme of this Declaration.

Section 8. "Family" shall mean a family unit where all persons in the unit are related within the third degree of consanguinity plus one other person.

## ARTICLE II

### Property Rights

Section 1. Owner's Easement 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 by Members. No such dedication or transfer shall be effective unless an instrument signed by two-third

(2/3rds) of the Members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate in accordance with the Bylaws, 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. The Association shall have one (1) class of voting membership: Class A. Class A members shall be all the respective Members of the Association. 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 an 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.

### ARTICLE IV

#### Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the 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 an 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 Annual Assessment. The maximum annual assessment shall be Three Hundred Eighty No/100 Dollars (\$380.00) per Lot.

A. The amount of the maximum annual assessment will be reviewed by the Board of Directors annually and may be revised beginning on January 1 of each year, provided however, the maximum annual assessment may not be increased more than 10% above the maximum annual assessment for the previous year without a vote of two-thirds (2/3rds) of the Members who are entitled to vote and who may vote, either in person or by proxy, at a meeting duly caused for this purpose.

B. 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.

C. The Board of Directors may fix the annual 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 the Members who may vote, 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. The Maintenance Charge. The assessments provided for herein shall commence as to each Lot upon the conveyance of the Lot to an Owner. The assessments for each calendar year shall be due and payable annually to the Association in advance of or before January 1 of each such subsequent year. Provided, however, that, upon the purchase of a Lot (as evidenced by the date of his deed), each Member shall be obligated to pay 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 7. 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, or at the highest rate allowed by applicable usury laws then in effect. Any interest, costs of collection, and reasonable attorney's fees of any such action will be added to the amount of such assessment and is supported by the Association's continuing lien. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. In any legal action or foreclosure proceeding, whether judicial or nonjudicial, 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 auction or other legal sale and acquire, hold, lease, mortgage, convey, or otherwise deal with the same. 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 8. 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 9. 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.

Section 10. Fines. The Board of Directors has the ability to levy and collect fines against Owners for any violation of this Declaration which, if curable and does not pose a threat to public health or safety, is not cured by the Owner within 30 days after notice of the violation, including a description of the violation and the amount due, is sent to the Owner at the Owner's last known address as shown on the Association's records. In addition to the opportunity to cure the violation, if applicable, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board. Additional fines may be assessed every 30 days for continuing violations that are not cured after receipt of the initial notice. The Board of Directors shall adopt a fine schedule for various violations of this Declaration, which schedule may be amended by majority vote of the Board. The initial fine shall be \$25.00 for each violation. Fines may be collected as set out in Section 9 above.

## 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 therefore 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. Each review and approval or disapproval by the Architectural Control Committee is an independent decision. Previous approvals or disapprovals by the Architectural Control Committee do not set a precedent for what will or will not be approved in future requests. In the event said Architectural Control Committee fails to approve or disapprove such plans and specifications within fourteen (14) days after said plans and specifications have been submitted to it, disapproval of the matters submitted shall be presumed. 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 setback; 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. Appeal. A decision by the Architectural Control Committee denying the plans, application, or request by an Owner may be appealed to the Board of Directors. The Board of Directors



shall hold a hearing on the appeal not later than the 30<sup>th</sup> day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10<sup>th</sup> day before the date of the hearing. The Board of Directors may affirm, modify, or reverse, in whole or in part, any decision of the Architectural Control Committee as consistent with this Declaration. The appealing Owner is only entitled to one appeal.

Section 3. Membership. The Association will have an Architectural Control Committee comprised of three (3) voting members (the "Voting Members") elected annually by the Members at the annual meeting of the Association. The three (3) individuals receiving the highest vote totals, inclusive of both in person and proxy votes, shall be elected as the Voting Members. Voting Members must be Members of the Association and may not be (1) a current member of the Board of Directors, (2) a current spouse of a member of the Board of Directors, or (3) a person residing in the household of a current member of the Board of Directors. In addition to the Voting Members, additional nonvoting members may serve in an advisory capacity as the Voting Members deem appropriate. In the event of death or resignation of any member or members of the Architectural Control Committee, the remaining 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 Voting Member thereof shall serve for a term of one (1) year from the date of their election. There is no limit as to the number of times a Voting Member may be reelected.

Section 5. Minimum Construction Standards. The Association's Voting Members of the 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 or the Board of submitted plans and specifications.

Section 6. Construction Requirements.

A. Only new construction materials (except for used brick) shall be used and utilized in constructing any structures situated on any 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 the Subdivision. Garage doors shall be constructed or faced with wood siding or any similar material in order that they be harmonious in quality and color with the exterior of the appurtenant dwelling. 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 Lot 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 Lot, and no vehicular access or parking shall be allowed along and to and from Woodcreek Drive and Stonebrook Drive with respect to such Lot.

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. No fence or wall shall be erected, placed or constructed on any Lot nearer to any street than the minimum building setback lines as shown on the Subdivision Plats, other than Lots 1, 2, 3, 5, 6, 10, 11 and 14, Block 12, Woodcreek, Section Three, an addition to the City of College Station, Texas, according to plat recorded in Volume 959, Page 797, Official Records of Brazos County, Texas, which may have a fence located on the rear property lines of such Lots that may abut Stonebrook Drive or Woodcreek Drive. Said fences on the described Lots shall be uniform in construction. The Architectural Control Committee will set the fence standard in the architectural guidelines.

G. External Antennas may be installed and mounted in an Approved Location. Unless installation in the Approved Location results in Unreasonable Delay, Unreasonable Cost Increase or Signal Impairment, the Antenna may be installed and maintained elsewhere on the Lot, and the Architectural Committee may require screening that does not result in Unreasonable Delay, Unreasonable Cost Increase or Signal Impairment. If an Owner has not installed the Antenna in an Approved Location and the Association can demonstrate that no Unreasonable Delay, Unreasonable Cost Increase or Signal Impairment would have resulted from installation of the Antenna in an Approved Location, the Association may require the Owner, at the Owner's expense, to move the Antenna to an Approved Location.

If the Antenna could have been located in an Approved Location without Unreasonable Delay or Signal impairment but with Unreasonable Cost Increase, the Association may, at its expense, using an installer selected by the Association and after reasonable notice to Owner, move the Antenna to an Approved Location. "Antenna" is defined here as any exterior antenna, satellite dish or other signal transmitting or receiving apparatus of one meter or less in diameter, "Approved Location" means that portion of a Lot which is not visible from any street, Common Area or other Lot and preferably: (a) in the rear or side yard of the Lot; (b) mounted on a pole below the fence line or otherwise screened by a fence; and (c) not located on the roof of the dwelling or other improvement where visible from the street. "Signal impairment" means that the ability of an Antenna to receive or transmit acceptable quality signals from an Approved Location is precluded, "Unreasonable Cost Increase" means the costs of installation, maintenance or use of an Antenna are unreasonably increased in light of the cost of the antenna and related equipment.

"Unreasonable Delay" means the installation, maintenance and use of the apparatus in the Approved Location is unreasonably delayed, such as by a preapproval or permit requirement.

H. No residence on Lots 1, 5, 6, 10, 11, or 14, Block 12, Woodcreek, Section Three, an addition to the City of College Station, can face Stonebrook Drive and no residence constructed on Lots 1, 2 and 3, Woodcreek, Section Three, an addition to the City of College Station, according to plat recorded in Volume 959, Page 797, Official Records of Brazos County, Texas, can face Woodcreek Drive.

I. Wherever possible, garages should be detached and located towards the rear of the property. In those cases where the garage faces the street, the opening must be no nearer than sixty (60) 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 structures erected on any Lot shall have more than two and one-half (2-1/2) 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	3,000 square feet
B. One and one half (1-1/2)	3,000 Square feet
C. Two (2) and Two and one half (2-1/2) story residence	at least 1,800 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 eight feet (8') 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.

All Owners of Alley Lots may construct and maintain at all times in good condition, up to a maximum of eight feet (8'), a fence or wall (with at least one gate) along the inside border of said Alleyway right-of-way existing within and at the rear of such Lots, no closer than five feet (5') from the paved portion of said Alleyway.

Section 10. Solar Equipment. If 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 Control Committee and approval of such design, including the aesthetics thereof, shall be required before construction may begin. If mounted on the roof, the panels must be parallel to the roofline conforming to the slope of the roof and not extend beyond the edge of the roof. The panel frame, piping, wiring and supports must be silver, bronze or black tone materials commonly available in the marketplace. If not roof mounted, the solar equipment must be no taller than the top of the fence line and be shielded from view from the street or adjoining property. Solar equipment shall not be installed in such a way that would void material warranties.

Section 11. Doors and Windows. No "burglar bars," steel or wrought iron bars, or similar fixtures, whether designated to be decorative, security or other for other purposes, shall be installed on the exterior of any windows or doors of any dwelling. Sheets or similar temporary window treatments may be used for a short time after taking occupancy of a dwelling, provided they are removed and replaced with permanent window treatments within a reasonable time, not to exceed fourteen (14) days after taking occupancy of the dwelling. Foil shall not be used as window coverings at any time.

Section 12. Rain Harvesting Devices. Property owners may install rain harvesting devices on their Lot provided they meet the following architectural requirements. The devices may not be located closer to the street than the front building lines. The devices may not be a color different from the home's color scheme as determined by the Architectural Control Committee. The device may not display language or content that is not typically displayed as manufactured. The device must be less than 6 feet in height and shielded from view from the street or adjoining property.

Section 13. Storm Shingles. Storm shingles may be installed provided they are more durable and

of better quality than normal shingles, resemble other approved shingles in the sub-division, and match the aesthetics of the property surrounding the Owner's Property.

Section 14. No Liability for Architectural Control Committee Members. Neither the Architectural Control 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 Control Committee's duties unless due to willful misconduct or bad faith of the Architectural Control Committee or its members. Neither the Architectural Control 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.

## 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) or 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. Garage doors shall be kept closed at all times except for reasonable time periods when such doors must be open to park or remove vehicles, or to provide access to items stored in the garage.

Section 2. Single Family Residential Use. Each Lot (including land and improvements) shall be used and occupied for single-family residential purposes only except as provided in this section. 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's Family as described above. 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 trade or business may be conducted in or from any Lot, except that an Owner or occupant may conduct business activities at the residence so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the residence by clients, customers, supplies or other business invitees or door-to-door solicitation of residents of the Properties; (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board. Garage sales, yard sales, moving sales or similar activities may be conducted provided they are not more than two days in duration and no such sales take place more than two times per calendar year on any Lot.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's Family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or is not considered a trade or business within the meaning of this Section.

Section 3. Temporary or Other Structures. No structure of a temporary character, trailer, mobile, modular or prefabricated home, tent, shack, barn 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. Notwithstanding the foregoing, upon receipt of prior approval by the Architectural Control Committee, each Lot owner may erect in the backyard of their Lot no more than one (1) metal or wooden structure to be used solely for the storage of lawn and gardening equipment, tools, and other such items that are typically stored in non-air conditioned environments, provided that such structure is not visible from the street or other public or private thoroughfare. Persons

living, sleeping, or otherwise residing in this storage shed for any length of time is strictly prohibited.

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 shall have the sole and exclusive discretion to determine what constitutes a nuisance 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. Not having vehicles parked in the street will improve the neighborhood aesthetics as well as make the neighborhood safer. No repair work, dismantling, or assembling of motor vehicles 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, 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, and 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 matter.

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.

C. Mobile Homes, Travel Trailers, Recreational Vehicles. No mobile homes shall be parked or placed on the street adjacent to or on any Lot at any time. No travel trailers or recreational vehicles may be kept on any Lot unless enclosed in a garage or parked so as not to be visible from the adjoining property or public or private thoroughfares. In the event a travel trailer or recreational vehicle is not enclosed in a garage, the Architectural Control Committee must approve the location of its storage site. This restriction regarding travel trailers and recreational vehicles shall not apply to guests staying at any Lot for less than forty-eight hours.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any lot or any portion of the properties, except:

- A. Signs advertising the lot for sale;
- B. Not more than two (2) Political signs;
- C. School Spirit signs; or
- D. Security signs.

No permitted sign shall exceed five (5) square feet without the prior written approval of the Architectural Committee. The Board of Directors, 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 a dumping ground for garbage. 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 subdivided unless such re-subdivision results in each subdivided Lot containing not less than eighteen thousand (18,000) square feet, nor shall any building be erected or placed on any Lot having an area of less than eighteen thousand (18,000) square feet.

Section 10. Oil and Mining Operations. No oil or gas drilling for development operations, oil refining, qualifying or mining operations of any kind shall be permitted upon or in any Lot on the Properties, nor shall oil wells, gas 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 removed and grass thereon cut and edged in a sanitary, healthful and attractive manner and shall in no event

use any Lot as 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 or 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, the Association governing the subject Lot may, at its options, 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 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, who agrees by the purchase of such Lot to pay such statement immediately upon receipt thereof. Failures by Owners 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, provided however, an Owner may conduct a business or trade on their Property so long as the business activity is performed in compliance with the restrictions set forth in Article XIII, Section 2 hereinabove.

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 Area. 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 Design and Maintenance. All landscaping shall be designed so as to protect and promote, as far as practicable, the natural local landscape environment through the use of native materials, natural drainage, indigenous plant selection and site design. Xeriscape designs should have a minimum ten (10) foot buffer of sod beginning at the front of the Lot and plans should be submitted to the Architectural Control Committee for approval before landscaping begins. All landscaping of every kind and character including shrubs, trees, grass and other plantings, shall be neatly trimmed, edged, properly cultivated and maintained continuously by the Owner thereof in a neat and orderly condition and in a manner to enhance its appearance and be free of trash and unsightly materials. Trees, plants, shrubs and grass that dies should be promptly removed. With ten (10) days written notice to the homeowners, the Association and Architectural Control Committee shall have the right to cure any violation of this provision by entering 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.

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".

Section 17. 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 the Owners may install reasonable security or landscape lighting that has the approval of the Architectural Committee.

Section 18. 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.

Section 19. Registered Sex Offenders. No Lot shall be occupied in whole or in part by any person who is a registered sex offender on the Texas Public Sex Offender Registry, or any similar registry in

another state.

Section 20. Flags.

A. A Property Owner may only display the flag of the United States of America, the State of Texas, an official replica flag of any branch of the United States armed forces, or any other flag that accords with the harmony or character of the Subdivision as determined by the Board.

B. The flags of the United States of America must be displayed in accordance with 4 USC Section 5-10, and the flag of the State of Texas shall be displayed in accordance with Chapter 2100 of the Texas Government Code.

C. The flagpole on which any flag is flown shall not exceed twenty feet in height and be made of permanent material which is in harmony with the dwelling. Only one flagpole may be constructed per Lot. The flagpole and flag must at all times be maintained in good condition. The flagpole must comply with local zoning ordinances and subdivision set back lines.

D. The size of the flag to be flown must be appropriate for the size of the flagpole on which it is flown. Any lighting of the flag must comply with other sections of the restrictions. The owner shall restrain the halyard so that it does not strike the flagpole and cause excessive noise.

Section 21. Drainage Easement-Vegetation Buffer. In order to preserve the beauty of the area and provide a natural buffer from future development, no shrubs, underbrush, trees or other vegetation shall be removed from the designated drainage area along the eastern boundary of Woodcreek Section III without written approval of the Shadowcrest Homeowners Association's Architectural Control Committee. This restriction applies specifically to Lots 3, 4, 7, 8, 12, & 13, Block 12, Woodcreek, Section III, a subdivision of the City of College Station.

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 a term commencing on the effective date hereof and ending September 1, 2031. During such term and any subsequent term, the covenants and restrictions of this Declaration may be modified only by an instrument signed by the then fifty-one percent (51%) Owners of all Lots in the subdivision and properly recorded in the Official Records of Brazos County, Texas. Upon the expiration of such term, said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. The restrictions and covenants may be amended by the President and the Secretary of the Association filing an acknowledged instrument in the Official Records of Brazos County, Texas, which certifies that fifty-one percent (51%) of the owners have approved such an amendment. These covenants and restrictions may only be terminated by a written instrument executed by seventy-five percent (75%) of the owners subject to the declarations filed of record in the Official Records of Brazos County, Texas.

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 inspections and other matters to the end that inspection of the books and records by any Member or Members of will not become burdensome to or constitute harassment of the Association or the Board of Directors. 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 funds, herein above set forth, provided that each futures section must be impressed with and subject to an annual maintenance charge imposed hereby, and further such section shall be made recorded restrictions subject to the jurisdiction of the Association.

Section 4. Enforcement. The 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 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. The Board of Directors of the Association shall have and reserves 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 Association shall not be entitled to effectuate any such amendments as to any of the Properties, other than that portion which lies within the boundaries of such respective Association's jurisdiction.

Section 6. Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of or 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 provisions necessary to give meaning, validity or effect to any other word, clause, sentence or provisions 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 provisions 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 change required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as thought 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.

IN WITNESS WHEREOF, the undersigned, being the President of Shadowcrest Homeowners Association, Inc., acted for by its President, has executed this Declaration, acting and through its duly authorized and empowered officers, to be effective this the \_\_\_\_ day of \_\_\_\_\_,

SHADOWCREST HOMEOWNERS ASSOCIATION

By: \_\_\_\_\_  
Gabriel Neal, President

STATE OF TEXAS       §  
                                  §  
BRAZOS COUNTY       §

The foregoing instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2021, by Gabriel Neal, President of the Shadowcrest Homeowners Association, Inc. a Texas corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas



EXHIBIT "A"

SECOND AMENDED AND RESTATED DECLARATION OF  
COVENANTS AND RESTRICTIONS OF WOODCREEK SECTION THREE

Property Address	Homeowner Full Name	Homeowner Signature
1403 Essex Green	Richard & Kristin Dye	_____
1401 Millcreek	Kenneth & Freida Hall	_____
1402 Essex Green	Bruce & Kyanne Hoak	_____
1404 Essex Green	Justin & Brenda Lehmann	_____
1403 Millcreek	Qi Li & Zhenjuan Liu	_____
1401 Sussex	Richard McCreary	_____
1402 Sussex	Robert & Cynthia Nevels	_____
1404 Sussex	Johan & Cornelia Nieuwoudt	_____
1401 Essex Green	Helen Parsons	_____
1402 Millcreek	Samuel & Jill Rizzo	_____
1400 Essex Green	Perry & Sara Schwierzke	_____
1400 Millcreek	Karen Thum	_____