

**THIRD
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF DOVE CROSSING
a subdivision in College Station, Brazos County, Texas**

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

WHEREAS, Phi Ton Investments, L.P., a Texas Limited Partnership, is the "Owner" of that certain tract or parcel of real property lying and being situated in the Robert Stevenson League, Abstract 54, City of College Station, Brazos County, Texas, consisting of 97.94 acres of land, more or less, which is more fully described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Property") and Owner is hereinafter sometimes referred to as the "Developer"; and

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

WHEREAS, Developer has filed a Master Plan for said development with the City of College Station ("City") which has been accepted and approved by said City; and

WHEREAS, Developer desires to impose upon said Property certain protective covenants, conditions, restrictions, liens, and charges as deemed appropriate and to retain the right to modify said covenants, conditions, restrictions and charges from phase to phase as appropriate to be commensurate with Developer's purposes and to comply with the planning and zoning set forth by the City; and

WHEREAS, Developer plans to develop said land into a subdivision, which may be further divided into Phases, Blocks and Lots, which, because of location, may have areas consisting of different uses:

WHEREAS, Developer desires by this instrument to amend and completely restate the Declaration of Covenants, Conditions and Restrictions of Dove Crossing, Phase 1A, 1B and 1C, recorded in Volume 7011, Page 164 of the Official Records of Brazos County, Texas and the Declaration of Covenants, Conditions and Restrictions, Phase 2, recorded in Volume 7334, Page 1 of the Official Records Brazos County, Texas, and as amended and restated by the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Dove Crossing, recorded in Volume 8028, Page 150 of the Official Records of Brazos County, Texas, and as amended and restated by the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Dove Crossing, recorded in Volume 8418, Page 1 of the Official Records of Brazos County, Texas .

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that it is hereby

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

ARTICLE I DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings herein after specified. Said terms may further be utilized in one, two or more Associations within the Development.

1.01 Additional Land. "Additional Land" means all of that certain real property that Developer elects to add to the terms and provisions of this Declaration pursuant to Section 2.02 below. Upon any addition of all or any portion of the Additional Land to the terms and provisions of this Declaration, the portion added will be included within the Property.

1.02 Architectural Committee. "Architectural Committee" shall mean the committee or committees created pursuant to this Declaration to review and approve plans for the construction of Improvements on the Property or a portion of the Property governed by an Association. No Architectural Committee shall have authority beyond the area set forth for the Association which it serves.

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

1.04 Articles. "Articles" shall mean the Certificate of Formation of the one or more Owners or Homeowners Association Corporations, which shall be filed in the office of the Secretary of State of the State of Texas relating to all or part of the Property. Said Association shall be created by Developer and contain the provisions the Developer deems appropriate for that portion of the Property.

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

1.06 Association. "Association" means the Dove Crossing Homeowners Association, Inc., a Texas non-profit corporation which will be created by Developer to exercise the authority and assume the powers specified in this Declaration.

1.07 Board. "Board" shall mean the Board of Directors of each Association(s). Board

members may, but need not, be Members of the Association.

1.08 Builder. "Builder" means any Owner who is in the business of constructing residences for resale to third parties and acquires a Lot for the purpose of constructing a residence for resale to a third party.

1.09 Bylaws. "Bylaws" shall mean the Bylaws of each of the Associations as adopted by the Boards, and as from time to time amended.

1.10 Claimant. "Claimant" has the definition assigned to it in Section 9.02(a) below.

1.11 Common Areas. "Common Areas" means property and facilities that the Association owns or in which it otherwise holds possessory or use rights for the common use or benefit of more than one Lot. Common Area also includes any property that the Association holds possessory rights under a lease, license or any easement in favor of the Association. Developer, from time to time and at any time, may designate Common Area.

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

1.13 Developer. "Developer" means Phi-Ton, LP, a Texas limited partnership, its duly authorized representatives or their respective successors or assigns; provided that any assignment(s) of the rights of Phi-Ton Investments, LP., as Developer, must be expressly set forth in writing and recorded in the Official Records of Brazos County, Texas.

1.14 Developer Control Period. "Developer Control Period" means shall mean a period commencing on the date of the recording of the Original Declaration in the Official Records of Brazos County, Texas and continuing thereafter until and ending on the earlier to occur of: (i) substantial completion of all development (including without limitation the completion and sale of all Lots to third parties) on the Property; (ii) the tenth (10th) anniversary of the date of recordation of this Declaration in the Official Records of Brazos County, Texas; or (iii) the date determined by Declaring to be the end of the Development Period.

1.15 Fine. "Fine" shall mean the amount the Association may levy and collect for violations of this Declaration.

1.16 Fiscal Year. "Fiscal Year" shall mean November 1st through October 31st.

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

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

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

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

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

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

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

1.24 Phase. "Phase" shall mean a portion of the Property which is separately identified and platted into Lots and/or Blocks and said plat is filed in the Official Records of Brazos County, Texas.

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

1.26 Plat. "Plat" shall mean the plats of all or portions of the Property recorded and to be recorded in the Official Records Brazos County, Texas.

1.27 Respondent. "Respondent" shall have the meaning assigned to it in Section 9.02(a).

1.28 Restrictions. "Restrictions" shall mean the provisions of this Declaration, as the same may be amended from time to time, together with the Architectural Committee Rules and the Articles and Bylaws of the Association as the same are in effect from time to time. In addition to the Restrictions set forth in the Declaration, Developer will or may impose additional restrictions on each phase as it is developed by either amending and restating this Declaration or recording a supplement to this Declaration.

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

ARTICLE II DEVELOPMENT OF THE PROPERTY

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

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

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

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

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

2.04 Development of Phases. Developer will develop property progressively in Phases and may record an amended and restated Declaration or a supplement to this Declaration to provide for certain provisions governing such Phase. In the event of a conflict between the provisions of this Declaration and a supplement to this Declaration for a Phase, the provisions in

the supplement for such Phase will control.

ARTICLE III

GENERAL RESTRICTIONS

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

3.01 Construction of Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Architectural Committee. The use of prefabricated homes, including antique homes moved from other locations, shall not be allowed.

3.02 Antennae. Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc, nor any solar energy system, shall be erected, maintained or placed on a Lot without the prior written approval of the Architectural Committee; provided, however, that:

- (i) an antenna designed to receive direct broadcast services, including direct-to home satellite services, that is one meter or less in diameter; or
- (ii) an antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or
- (iii) an antenna that is designed to receive television broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "Permitted Antennas") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Architectural Committee, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Developer and/or the Association will have the right but not the obligation, to erect an aerial, satellite dish, or other apparatus from a master antenna, cable, or other communication system for the benefit of all or any portion of the Property.

3.03 Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's lot and shall not encroach upon any street, Common Area, or any other portion of the Property. A Permitted Antenna shall be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Property, other than the Lot. In order of preference, the locations of Permitted Antenna which will be considered least visible by the Architectural Committee are as follows:

- (i) Attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then
- (ii) Attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Architectural Committee may, from time to time, modify, amend, or supplement the rules

regarding installation and placement of Permitted Antennas.

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

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

3.06 Signs. No sign of any kind shall be displayed to the public view on the Property without the prior written approval of the Architectural Committee, except for signs which are part of Developer's overall marketing plan for the Property and the Architectural Committee may permit signs of any type advertising a portion of the Property for sale, lease, or political campaigns it may set standards for the same. Notwithstanding, any provision in this Declaration or the restrictions to the contrary, a Builder may erect

- (i) one free-standing "For Sale" sign with a surface area of no more than 6 sq. ft. on each lot owned;
- (ii) two free-standing signs that meet the sign ordinance of the City of College Station and must be approved by the Architectural Committee, which approval will not be reasonably withheld or delayed; and
- (iii) not more than one (1) political sign per candidate/issue no more than 90 days prior to election. The political sign must be removed no later than 10 days after an election.

3.07 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view.

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

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

3.10 Nuisance and Lateral Support. No noxious or offensive activity or work shall be conducted upon any Lot so as to impair the structural soundness or integrity of any

Improvement of any other Lot, or which may be or may become an annoyance or nuisance to the neighborhood.

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

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

3.13 Roofing Material. The surface of all roofs or principal and secondary structures shall be wood shingle, tile shakes or 25 year asphaltic laminated shingles. The Architectural Committee shall have authority to approve other roof treatments and materials when in its determination such treatments and materials in the form utilized will not be a detriment to the quality of the neighborhood.

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

3.15 Driveway; Parking. The Architectural Committee shall have the right to impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads, streets or private driveways within the Property. All driveways must be at least twenty-four (24) feet in width at the front property line of the Lot and at the entrance to the garage on the Lot. All occupants of a home on a Lot must park in the driveway and/or garage on the Lot and must comply with any parking restrictions imposed by the City of College Station and/or the College Station Fire Marshall.

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

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

method, including but not limited to location, type of installation equipment, trenching method and other aspects of installation for both temporary and permanent utilities, shall be subject to review and approval by the Architectural Committee.

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

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

3.20 Mining and Drilling. Other than by Developer, and then before recording of final plats, no oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. This does not prohibit the owner of the minerals from slant or horizontal drilling provided there is no disturbance of the surface.

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

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

3.23 Unightly Articles - Vehicles. No trailer, recreational vehicle, tent, boat, or stripped down, wrecked, junked, dismantled or wholly inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the driveway or front yard between a street bordering the Lot and the permanent building structure. Such items shall be kept, parked, stored or maintained on other portions of a Lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots or streets.

3.24 Mobile Homes, Travel Trailers. No mobile homes shall be parked or placed on any

Lot at any time. No travel or camper trailers, recreational vehicle or similar items shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty eight (48) hours, without prior written permission from the Architectural Committee.

3.25 Fences.

- (A) Except as provided in Section 3.25(B) below, no fence, wall, or hedge shall be built or maintained forward of the front wall line of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any Lot. An exception shall be made in the case of retaining walls not to exceed twenty-four inches (24") above the ground. Notwithstanding the foregoing, the Architectural Committee is empowered to waive the aforesaid height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept design or material and the resulting decorative wall and/or retaining wall will not detract from the general appearance of the neighborhood. No chain-link fences may be built or maintained on any Lot.
- (B) Subject only to Section 3.32 below, all Owners shall be required to build a six (6') foot privacy fence along the rear and side lot lines and from the side lot lines to the home (subject to the requirements in Section 3.25(A) above), made of standard grade cedar and of a design approved by the Architectural Committee, within one (1) year of completion of the home on such Owner's Lot. Any portion of a fence visible from a street within the Dove Crossing subdivision shall have the finished side facing the street. Any staining of a fence must be approved in advance by the Architectural Committee. Completion of the home shall be defined as the date of issuance of the Certificate of Occupancy for such home. Any fence built in accordance with the terms of this Section shall thereafter be maintained by the Owner of the Lot upon which it is situated.

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

adult cats may be kept on a single Lot. All domestic household pets shall be kept in strict accordance with all local laws and ordinances.

3.27 Sports Equipment. No basketball goals or backboards or any other similar sports equipment of either a permanent or temporary nature shall be placed within thirty feet of the front property line of any Lot without the prior written consent of the Architectural Committee.

3.28 Maintenance of Lawns and Plantings. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot cultivated, pruned, and free of trash and other unsightly material. Trees, shrubs, vines and plants that die shall be promptly removed. Developer, the Association and the Architectural Committee shall have the right at any reasonable time after no less than ten days notice to Owner and an opportunity to cure any violation of this provision, to enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon, and to charge the cost thereof to the Owner of the Lot as provided in Section 5.04(F) below.

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

- (A) Wherever possible, save and incorporate into the Plans and Specifications existing trees with trunk diameters of four (4) or more inches. To insure the viability of these trees, soil compacting, trenching and/or cut and fill shall be avoided, to the greatest extent possible, in the area defined by the trees' drip line.
- (B) Maintain or enhance, wherever possible, existing vegetation within drainage easements to prevent erosion, siltation, or impediment of runoff augmented by development.
- (C) Install live, growing sod covering the front and side yards, within thirty (30) days of occupancy of any residence constructed on a Lot, and/or an equivalent substitute which achieves as satisfactory a ground cover in approximately the same period. All such ground cover to be indigenous to the area, and maintained in a healthy and growing condition.
- (D) Install two (2) 1 1/2 inch trunk diameter trees in the front yard, type of tree to be approved by Architectural Committee.

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

Lot upon which the Improvements are to be erected and shall not be placed on the street or on any other part of the Property. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction. At such time as the Developer ceases using any portion of the Property as a model home or sales office, the affected Property shall be altered and/or remodeled, if necessary or desirable, to comply with the covenants and restrictions contained herein.

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

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

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

3.34 No Warranty of Enforceability. While Developer has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, neither a Builder nor the Developer makes any warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance upon one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold any Builder and Developer harmless there from.

3.35 Residential Use; Unrelated Occupants.

(A) Except as otherwise allowed in this Section 3.35 or as otherwise approved by Developer, all Lots shall be improved and used solely for single family residential purposes and shall include a garage, fencing and such other Improvements as are necessary or customarily incident to residential use. Except as otherwise allowed in this Section 3.35 or as otherwise approved by Developer, no owner shall occupy or use his Lot or an Improvement constructed thereon, or permit the same part thereof to be occupied or used for any purposes, including but

not limited to religious and/or daycare facilities, other than as a private residence for the Owner, his family, guests and tenants. All Lots within the property shall be used and improved solely for single family residential purposes, with no more than one (1) attached residential dwelling unit per Lot unless designated otherwise by Developer. Anything herein to the contrary notwithstanding, any Lot may be used or improved for Greenbelt, open space and/or drain field, purposes.

Notwithstanding anything contained in this Section 3.35 to the contrary, an Owner may maintain a home office on its Lot, provided:

- (1) the existence or operation of the business activity conducted from such office is not apparent or detectable by sight, sound or smell from outside the Lot;
- (2) the conduct of business from such home office does not involve the regular visitation of the Lot by clients, customers, suppliers and other business invitees;
- (3) there is no designated parking area on the Lot to accommodate clients; and
- (4) the Owner complies with all other regulations issued from time to time by the Association concerning home offices.

(B) Notwithstanding anything to the contrary contained herein, the following restrictions shall apply to the number of occupants of a residence located on a Lot:

(1) There may be no more occupants than there are bedrooms if the occupants are not members of the same immediate family of the Person owning the Lot. "Immediate family" means persons related within the second degree of consanguinity or affinity.

(2) In Phases 3, 4, 5, 6, and 7 (except for Lots 8 and 9, Block 6, Phase 3 and Lots 1, 2, 3, 4, 5, 6, Block 13, Phase 3) any residence shall have no more occupants of driving age than can legally park in the driveway and/or garage on the Lot, so long as if all such occupants have a vehicle parked in the driveway and/or garage, each vehicle could exit the Lot without requiring the movement of any other vehicle.

(3) For purposes of this Section 3.35, "occupant" means a Person residing in a dwelling on a Lot, regardless of whether the Person owns the Lot.

3.36 Building Materials. All single family dwellings shall be constructed (exclusive of doors, windows and similar openings) of at least seventy-five percent (75%) masonry or other material specifically approved in writing by the Architectural Committee. All houses that are contiguous or adjacent to Alexandria Avenue shall be one hundred percent (100%) masonry. Masonry includes ceramic tile, brick, stucco, rock and all other materials commonly referred to in the College Station, Texas area as masonry. Unless an exemption is granted by the Architectural Committee, all siding shall be Hardi Plank style or equal.

3.37 Dwelling Size. All single family dwellings shall contain no less than the following number of square feet of enclosed living space, exclusive of porches (open or covered), decks, garages, and carports, except as herein specifically provided:

Phases 1A, 1B, 1C and 2	1500 square feet
Phase 3 and 4	1600 square feet
Phase 8	1700 square feet

Each residence shall include an enclosed or detached garage or other structure sufficient to meet the requirements of Section 4.01 of this Declaration. Notwithstanding the foregoing, Nineteen dwellings constructed within lots two (2) through twenty (20) in Block One (1) Phase IA and Lots six (6) through fourteen (14) in Block Two (2), Phase IC are permitted no less than thirteen hundred and fifty (1,350) square feet of enclosed living space, exclusive of porches (open or covered), decks, garages, and carports.

ARTICLE IV MAINTENANCE AND SET BACK REQUIREMENTS

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

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

4.03 Set-back Requirements. The location of all Improvements must comply with the minimum setbacks shown on the Plat. For the purpose of this restriction, eaves, steps, and open porches will not be considered as part of a building; however, this Section will not be construed to permit any portion of any Improvement on any Lot to encroach upon another Lot or other portion of the Property. No residence or Improvement may be constructed in violation of applicable governmental regulations, including but not limited to Ordinances of the City of College Station.

4.04 Structure Maintenance. Developer further reserves the right to require the Association created pursuant to Article V hereof to maintain structures required by the City of College Station in the development of the Property, and all members of said Association shall be bound by said requirements whether constructed before or after becoming a member.

ARTICLE V OWNERS ASSOCIATION

5.01 Organization. The Association will be a non-profit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas non-profit corporation. Neither the Articles nor Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.02 Membership. Any person or entity becoming an Owner shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the said property interest. During the Developer Control Period, the Association shall have two (2) classes of members: Class A and Class B. The Class A Members shall be all Owners other than Developer during the Developer Control Period. The Class B Members shall be the Developer.

5.03 Voting Rights. During the Developer Control Period, the right to cast votes, and the number of votes which may be cast on all matters to be voted on by the Members shall be calculated as follows:

- (A) The Owner, whether one or more (including Developer) of each Lot within the Property, shall have one vote for each Lot so owned.
- (B) In addition to the votes to which Developer is entitled by reason of Section 5.03 (A), for every one (1) vote outstanding in favor of any other person or entity, Developer will have four (4) additional votes until the date Developer no longer owns any portion of the Property or the Additional Land.

After the Developer Control Period, all Owners shall have one (1) vote on all matters to be voted on by the Members.

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

- (A) Fines. The power to levy and collect fines for violations of provisions of this Declaration and such fines shall be in such amounts and collected and assessed in such manner as determined from time to time by the Association and promulgated by the Association in a Schedule of Fines.
- (B) Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Rules and Bylaws, not in conflict with this Declaration, as it deems proper, to address any and all aspects of its functions.
- (C) Insurance. To obtain and maintain in effect, policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out Association functions.
- (D) Records. To keep books and records of the Association's affairs.

- (E) Assessments. To levy Assessments as provided in Article VII below.
- (F) Right of Entry and Enforcement. To enter at any time in an emergency, or in a non-emergency, after ten (10) days written notice, without being liable to any Owner, upon any Lot and into any Improvement thereon for the purpose of enforcing, maintaining or repairing any Improvement to conform to the Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of this Declaration. The Association is also authorized to settle claims, enforce liens and takes all such action as it may deem necessary or expedient to enforce this Declaration; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Developer, its successors or assigns. EACH SUCH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM, OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 5.04 (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM, OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THERE WITH) EXCEPT FOR SUCH LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM, OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFULL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMPLE NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.
- (G) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper for the operation of the Association.
- (H) Delegation to Committees. To set up one or more committees as authorized by the Texas Non-Profit Corporation Act, as the same is amended from time to time.
- (I) Employees. To engage such employees as may be reasonably necessary in the management of the Association and the performance of its duties.
- (J) Transfer Related Fees. To impose a transfer fee and administration fee to be paid by an Owner upon the transfer of ownership of such Owner's Lot in such amounts as are determined from time to time by the Association and promulgated by the Association in a Schedule of Transfer fees.

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

5.06 Common Areas.

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

- (1) To accept, own, operate and maintain all Common Areas which may be conveyed or leased to it by Developer, together with any Improvements of any kind or purpose located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association by Developer; and to maintain in good repair and condition all lands, Improvements, and other Association property owned by or leased to the Association, whether by Developer or by other persons.
- (2) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon individual Members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- (3) To execute mortgages, both construction and permanent, for construction of Improvements on property owned by or leased to the Association and to accept land in Common Areas, whether or not improved, from Developer subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner deemed appropriate by the borrower, whether Developer or the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien, as deemed appropriate by borrower, whether Developer or the Association, on the Improvement to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessment of Members, or otherwise, or any combination thereof, as may be deemed appropriate by Developer or the Association, as the case may be, but subject to the limitations imposed by this Declaration.

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

shall have the power and authority:

- (1) To grant and convey portions of Association property, including fee title, leasehold estates, easements, rights-of-way, and/or mortgages, to any person or entity for the purpose of constructing, erecting, operating or maintaining the following:
 - (a) Parks, parkways or other recreational facilities or structures;
 - (b) Roads, streets, walks, driveways, trails and paths;
 - (c) Lines, cables, wires, conduits, pipelines or other means of providing utilities;
 - (d) sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
 - (e) any similar public, quasi-public or private Improvements
- (2) To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association.
- (3) To pay for any other services necessary or proper in the performance of Association functions, and to pay for any other taxes or assessments that the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws of the Association.
- (4) To own or operate any and all types of facilities for both active and passive recreation.
- (5) To construct new Improvements or additions to Association properties, subject to the approval of the Architectural Committee as required in this Declaration.
- (6) To enter into contracts with Developer and other persons, on such terms and provisions as the Board shall determine, to operate and maintain any of the Common Areas or to provide any service or perform any function on behalf of Developer or the Association in connection with the purposes of the Association.
- (7) To acquire and own and to dispose of all manner of real and personal property, whether by purchase, grant, lease, gift or otherwise.

5.08 Agreements with City of College Station. The Association may enter into one or more agreements with the City of College Station with respect to the dedication of any drainage basin, park or other Common Area within the Property for municipal maintenance.

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

5.10 Mechanic's and Materialmen's Lien. Each Owner whose structure is repaired, restored, replaced or cleaned up by the Association pursuant to the rights granted under this *Article V*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration or replacement that exceeds any insurance proceeds allocable to such repair, restoration or replacement and delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration, or replacement, such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

5.11 Control by Developer. NOTWITHSTANDING ANYTHING TO THE CONTRARY, DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, WILL HAVE THE ABSOLUTE RIGHT TO APPOINT MEMBERS OF THE BOARD AND THEIR SUCCESSORS (ANY APPOINTMENT OF A SUCCESSOR WILL BE A DEEMED REMOVAL OF THE BOARD MEMBER BEING REPLACED BY SUCH APPOINTMENT) UNTIL SUCH TIME AS DEVELOPER NO LONGER OWNS ANY PORTION OF THE PROPERTY OR THE ADDITIONAL LAND. DEVELOPER, AT ITS OPTION, MAY ASSIGN OR DELEGATE, IN WHOLE OR IN PART, ITS RIGHTS AND POWERS TO THE ASSOCIATION, THE BOARD OR ANY OTHER ENTITY PROVIDED SUCH DESIGNATION IS IN WRITING.

ARTICLE VI ARCHITECTURAL COMMITTEE

6.01 Membership of Architectural Committee. The Architectural Committee shall consist of no more than three (3) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Developer deems appropriate. The following persons are hereby designated as the initial Voting Members of the Architectural Committee: Anthony L. Jones, Glenna P. Jones and Laurie J. Peacher, 1401 Sebesta Road, College Station, TX. 77845. Anyone or more of said members may appoint another person (including another member of said Committee) to act as his/her Agent on said Committee with full authority. Said Committee shall maintain records of said appointment and its actions as a Committee.

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

6.03 Advisory Members. The voting members from time to time may designate Advisory Members.

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

6.05 Developer's Rights of Appointment. Developer will have the right to appoint and remove (with or without cause) all members of the Architectural Committee until Developer's right to appoint members of the Board, pursuant to Section 5.11 has terminated. Upon termination of Developer's right to appoint and remove all members of the Architectural Committee, the Board will have the right to appoint and remove (with or without cause) all members of the Architectural Committee. Developer may, at any time, delegate its right to appoint and remove all members of the Architectural Committee to Board which delegation may be withdrawn until Developer's right to appoint members of the Board, pursuant to Section 5.11 has been terminated. If Developer withdraws its delegation to the Board of the right to appoint and remove all members of the Architectural Committee, then on the date of such withdrawal, Developer will have the right to appoint and remove (with or without cause) all members of the Architectural Committee. Developer, at its option, may create and assign specific duties and responsibilities to one or more sub-committees consisting of members and/or nonmembers of the Architectural Committee. In the event responsibilities and duties are assigned to a sub-committee, those responsibilities and duties will no longer be discharged by the Architectural Committee unless the subcommittee exercising such duties and responsibilities is dissolved by the Developer. The right to create, dissolve, and appoint members of such subcommittees will reside exclusively with Developer until such time as Developer has delegated its right to appoint members of the Architectural Committee to the Board. The Architectural Committee will have the right to employ consultants and advisors as it deems necessary or appropriate.

6.06 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it deems necessary or proper for the performance of its duties.

6.07 Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, the Architectural Committee shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved, in writing, such Plans and Specifications. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. Upon receipt of all necessary information, the Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other related duties assigned or authorized by this Declaration, including at its option inspection of construction in progress to assure its conformance with previously approved Plans and Specifications. The Architectural Committee shall have the express authority to perform fact

finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one construction. The Architectural Committee may, in its review of Plans and Specifications and such other information as it deems proper, consider whether any proposed Improvement upon a Lot would unreasonably obstruct the view from other portions of the Property. The Architectural Committee may, but shall not be required to, disapprove any Improvement upon any Lot that would unreasonably obstruct the view from any other portion of the Property. No Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Property and the surrounding area. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans and Specifications be deemed an endorsement, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes not of its authorship.

The Architectural Committee may adopt alternate procedures for the review and approval of Improvements proposed to be constructed by any Builder.

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

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

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

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

6.12 Address. Plans and Specifications shall be submitted to the Architectural

Committee in care of Anthony L. Jones, 1401 Sebesta Road, College Station, TX. 77845, or in the care of such other person at such other address as may be designated by Developer or the Board, as the case may be, from time to time. The Architectural Committee may designate alternate methods for the submission of Plans and Specifications by Builders.

6.13 Certificate of Compliance. Upon completion of any Improvement approved by the Architectural Committee and upon written request by the Owner of the Lot, the Architectural Committee shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot, the Plans and Specifications pursuant to which the Improvements were made, the use or uses to be conducted with respect to the Improvements, and shall further specify that the Improvements comply with the approved Plans and Specifications and that said Plans and Specifications are on file with the Architectural Committee. The Certificate shall not be construed to certify the acceptability or sufficiency of, or endorsement by, the Architectural Committee of the actual construction of the Improvements or of the structural integrity, workmanship or materials thereof. The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency or acceptability of or endorsement by, the Architectural Committee of the construction, structural integrity, workmanship or materials of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the improved Lot.

6.14 Failure to Act. In the event the Architectural Committee or its designated representative fails to approve or disapprove any Plans and Specifications within thirty (30) days after the same have been submitted to it, complete with all other information requested by the Architectural Committee in connection with such submission, approval shall be assumed and, upon construction completion, the Owner of the Improvements so completed may obtain a Certificate of Compliance as set forth in Section 6.13 above.

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

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

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

6.18 Non-Liability of Committee Members. Neither Developer, Owner, Architectural Committee, nor any member will be liable to any Owner or to any person for any loss, damage or injury arising out of the performance of the Architectural Committee's duties under this declaration, unless such loss, damage, or injury is due to the willful misconduct or bad faith of the Architectural Committee or one of or more of its members, as the case may be.

ARTICLE VII FUNDS AND ASSESSMENTS

7.01 Assessments.

- (A) The Association may from time to time levy Assessments against each Lot whether or not improved. The level of Assessments shall be equal and uniform among all Lots provided, however, that no Assessments hereunder shall be levied against Developer or against Phi Ton Investments, L.P., Anthony L. Jones or entity controlled by Anthony L. Jones, if Phi Ton Investments, L.P. assigns its rights as Developer hereunder.
- (B) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.
- (C) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot against which the Assessment falls due, and shall become a lien against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

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

7.03 Regular Annual Assessments. Prior to the beginning of each Fiscal Year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Restrictions, including but not limited to the cost of all roadway, median strip and right-of-way maintenance, the cost of enforcing the Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. Except as provided in this Section 7.03, all such regular Assessments shall be due and payable to the Association at the beginning of the Fiscal Year or during the Fiscal Year in equal monthly

installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion. The initial annual assessment shall be two hundred dollars (\$200) per Lot.

7.04 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Restrictions. The amount and due date of any special Assessments shall be at the reasonable discretion of the Board. No special assessment will be levied against any lot owned by a Builder during the first nine (9) months from the date of closing.

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

7.06 Assessment Lien and Foreclosure. Each assessment, together with such interest thereon and costs of collection as provided in Section 7.05, will be the personal obligation of the Owner of the Lot or against which the assessment is levied and will be secured by a lien hereby granted and conveyed by Developer to the Association against each such Lot and all Improvements thereon (such lien, with respect to any Lot not in existence on the date hereof, will be deemed granted and conveyed at the time that such Lot is created). The payment of all sums assessed in the manner provided in this Article 7 is, together with the charges as provided in Section 7.05, secured by the continuing assessment lien granted herein to the Association, and will bind each Lot in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and charges against such Lot except only for tax liens and all sums secured by a first mortgage lien or first deed of trust lien of record, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot in question, provided such mortgage was recorded in the Official Records of Brazos County, Texas before the delinquent assessment was due. The Association will have the power to subordinate the aforesaid assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by an officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the assessment lien granted hereunder, prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice may be signed by one of the officers of the Association and will be recorded in the Official Records of Brazos County, Texas. Each Owner, by accepting a deed or ownership interest to a Lot subject to this Declaration will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the assessment lien granted hereunder. Such lien for payment of assessments may be enforced by the non-judicial foreclosure of the defaulting Owner's Lot by the Association in like manner as a real property mortgage with power of sale under Tex. Pro.

Code § 51.002. The assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have by law and under this Declaration, including the rights of the Association to institute suit against such Owner personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee, the Association will report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot; except, however, that in the event of foreclosure of any first-lien mortgage securing indebtedness incurred to acquire such Lot, the lien for any assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the first lien mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any mortgagee or other purchaser at a foreclosure sale) from paying assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this Section 7.06, the Association will upon the request of the Owner execute a release of lien relating to any lien for which written notice has been filed as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release will be signed by an officer of the Association. **NOTWITHSTANDING ANY PROVISION IN THIS SECTION 7.06 TO THE CONTRARY, THE ASSOCIATION WILL NOT HAVE THE AUTHORITY TO FORECLOSE ON A LOT FOR NON-PAYMENT OF ASSESSMENTS IF THE ASSESSMENTS CONSIST SOLELY OF FINES.** Except as otherwise provided by applicable law, the sale or transfer of a Lot will not relieve the Owner of such Lot or such Owner's transferee from liability for any assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot and on the date of such conveyance assessments against the Lot remain unpaid, or said Owner owes other sums or fees under this Declaration to the Association, the Owner will pay such amounts to the Association out of the sales price of the Lot, and such sums will be paid in preference to any other charges against the Lot other than a first lien mortgage or assessment liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Lot which are due and unpaid. The Owner conveying such Lot will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot also assumes the obligation to pay such amounts.

ARTICLE VIII EASEMENTS

8.01 Reserved Easements. All dedications, limitations, restrictions and reservations shown on any plat covering all or any portion of the Property and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Developer prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a

part of this Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Developer conveying any part of the Property. Developer reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most effectively, efficiently and economically developing and marketing the Property. Further, Developer reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, any such easement having a maximum width of seven and one-half (7-1/2) feet on each side of such Lot line.

8.02 Installation and Maintenance. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in the case of drainage easements, which may change the direction of or impede the flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all Improvements in such area shall be maintained continuously by the owner of the Lot, except for those Improvements for which a public authority or utility company is not responsible. Neither Developer nor any utility company using easements herein or referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants to shrubbery, streets or flowers or other property of the owners situated on the land covered by said easements.

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

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

8.05 Encroachment Easement. If any Improvement erected or reconstructed by Developer, a Builder or by an Owner, with the approval of the Architectural Committee, shall encroach on the Lot of an adjoining Owner, the latter grants to the Owner of the Improvement an easement permitting the persistence of such encroachment.

8.06 Roadway and Utility Easements. Developer reserves the right to locate, relocate, construct, erect, and maintain or cause to be located, relocated, constructed, erected, and maintained in and on any streets maintained by the Association, or areas conveyed to the Association, or areas reserved or held as Common Area, roadways, sewer lines, water lines, electrical lines and conduits, and other pipelines, conduits, wires, and any public utility function

beneath or above the surface ground with the right of access to the same at any time for the purposes of repair and maintenance.

ARTICLE IX DISPUTE RESOLUTION

9.01 Agreement to Encourage Resolution of Disputes Without Litigation.

(a) Developer, the Association and its officers, directors, and committee members, all parties subject to this Declaration (collectively, the "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Property without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (b), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 9.02 in a good faith effort to resolve such Claim.

(b) As used in this Article, the term "Claim" will refer to any claim, grievance or dispute arising out of or relating to:

- (i) the interpretation, application, or enforcement of the restrictions and rules and regulations adopted by the Board; or
- (ii) the rights, obligations, and duties of any Bound Party under the restrictions and rules and regulations adopted by the Board; or
- (iii) the design or construction of improvements within the Property, other than matters of aesthetic judgment under Article VI, which will not be subject to review.

The following will not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 9.02:

- (i) any suit by the Association to collect assessments or other amounts due from any Owner; and
- (ii) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration; and
- (iii) any suit which does not include Developer or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the restrictions and the rules and regulations adopted by the Board; and
- (iv) any suit in which any indispensable party is not a Bound Party; and

- (v) any suit as to which any applicable statute of limitations would expire within one hundred and eighty (180) days of giving the Notice required by Section 9.02 (a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article

9.02 Dispute Resolution Procedures.

(a) Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") will give written notice to each Respondent and to the Board stating plainly and concisely:

- (i) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim; and
- (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); and
- (iii) the Claimant's proposed resolution or remedy; and
- (iv) the Claimant's desire to meet with the Respondent to discuss, in good faith, ways to resolve the Claim.

(b) Negotiation. The Claimant and Respondent will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) Mediation. If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the notice described in Section 9.02 (a) (or within such period as the parties may agree upon), the Claimant will have thirty (30) additional days to submit a Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in Brazos County, Texas.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant will be deemed to have waived the Claim, and the Respondent will be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the Parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant will thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

Each Party will bear its own costs of the mediation, including attorney's fees, and each Party will share equally all fees charged by the mediator.

(d) Settlement. Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event the party taking action to enforce the agreement or award will, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

9.03 Initiation of Litigation by Association. In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association will not initiate any judicial or administrative proceeding unless first approved by a vote of the Members entitled to cast seventy-five percent (75%) of the votes in the Association, excluding the votes held by Developer, except that no such approval will be required for actions or proceedings:

- (a) initiated while Developer owns any portion of the Property or the Additional Land; or
- (b) initiated to enforce the provisions of the Declaration, any restrictions and rules and regulations adopted by the Board, including collection of assessments and foreclosure of liens; or
- (c) initiated to challenge *ad valorem* taxation or condemnation proceedings; or
- (d) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or
- (e) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

This Section will not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings except any such amendment will also be approved by Developer for so long as Developer owns any portion of the Property or the Additional Land.

ARTICLE X MISCELLANEOUS

10.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2031, unless amended as herein provided. After December 31, 2031, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended as provided in Section 10.03 below or terminated by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property then subject to this Declaration, filed of record in the Official Records of Brazos County, Texas.

10.02 Dissolution. Upon termination of this Declaration in accordance with Section 10.01 above, the Association shall be dissolved. In the event of any such dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those of the Association with respect to the Common Areas. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

10.03 Amendment.

- (A) By Developer. This Declaration may be amended by the Developer, acting alone, until Developer no longer owns any portion of the Property or the Additional Land. No amendment by Developer shall be effective until there has been recorded in the Official Records of Brazos County, Texas, an instrument executed and acknowledged by Developer and setting forth the amendment.
- (B) By Owners. In addition to the method in Section 10.03 (A), after Developer no longer owns any portion of the Property or the Additional Land, this Declaration may be amended by the recording in the Official Records of Brazos County of an instrument executed and acknowledged by the President and Secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least seventy-five percent (75%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof.

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

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

of Texas.

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

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

10.08 Enforcement and Nonwaiver.

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

10.09 Construction.

- (A) Restrictions Severable. The provisions of the Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any provision or portion thereof.
- (B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.
- (C) Captions. All captions and titles used in this Declaration are intended

solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles.

- (D) Deadlines on Business Day. If any deadline in this Declaration should fall on a Saturday, Sunday or a Texas or federal holiday, such deadline shall automatically be extended to the next business day.
- (E) Choice of Law. This Declaration shall be construed and enforced in accordance with the laws of the State of Texas.

[Signatures on following page]

Executed on this 21st day of April, 2010.

Developer:

PHI-TON INVESTMENTS, L.P.,

A Texas Limited Partnership,

By: DOVE CROSSING DEVELOPMENT, LLC,

a Texas limited liability company

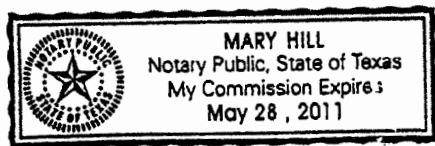
Its: General Partner

By

Anthony L. Jones
ANTHONY L. JONES, General Partner

STATE OF TEXAS
COUNTY OF BRAZOS

This document was acknowledged before me on the 21st day of April, 2010, by Anthony L. Jones, President of Dove Crossing Development, LLC, a Texas Corporation, General Partner of Phi-Ton Investments LP., a Texas Limited Partnership, on behalf of said Limited Partnership.



Mary Hill
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
The Ellison Firm
P.O. Box 10103
College Station, Texas 77842

PREPARED IN THE LAW OFFICE OF:
The Ellison Firm
P.O. Box 10103
College Station, Texas 77842

**THIRD AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF DOVE CROSSING**

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All that certain lot, tract or parcel of land being 97.94 acres situated in that ROBERT STEVENSON LEAGUE, Abstract No. 54, Brazos County, Texas and being the remainder of that certain Called 99.25 acre tract as described in deed from Alton Goree Neelley to Lisa M. Neelley, of record in volume 318, Page 493, Deed Records of Brazos County, Texas, said 97.94 acre tract being more particularly described on Exhibit A-1 attached hereto, and portions of which tract have been platted as follows:

Dove Crossing Subdivision, Phase 1A, according to plat recorded in Volume 6968, Page 35 of the Official Records of Brazos County, Texas.

Dove Crossing Subdivision, Phase 1B, according to plat recorded in Volume 7478, Page 68 of the Official Records of Brazos County, Texas.

Dove Crossing Subdivision, Phase 1C, according to plat recorded in Volume 7050, Page 276 of the Official Records of Brazos County, Texas.

Dove Crossing Subdivision, Phase 2, according to plat recorded in Volume 7302, Page 219 of the Official Records of Brazos County, Texas.

Filed for Record in:
BRAZOS COUNTY

On: Apr 27, 2010 at 10:43

As a
Recording

Document Number: 01058577

Amount 156.00

Receipt Number - 388698

By:
Krystal Ocon

STATE OF TEXAS

COUNTY OF BRAZOS

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

BRAZOS COUNTY

as stamped hereon by me.

Apr 27, 2010

HONORABLE KAREN MCQUEEN, COUNTY CLERK
BRAZOS COUNTY