

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

FILED  
AT 3:55 O'clock P.M.  
JAN 23 1984  
FRANK BORISKE  
County Clerk, Brazos County, Texas  
By: *[Signature]*

THIS DECLARATION, made this 1st day of May, 1983, by Shenandoah Joint Venture, a Texas Joint Venture, hereinafter called Developer;

W I T N E S S E T H:

WHEREAS, Developer is the owner of real property described as: Being all that certain tract or parcel of land in the Robert Stephenson League, Abstract No. 54, Brazos County, Texas, containing 159.382 acres and being particularly described upon Exhibit A attached hereto for all purposes as though set out verbatim herein; and

WHEREAS, Developer desires to provide for the preservation of the value and amenities in said residential community and for the maintenance of any open spaces and common facilities, and to this end, desires to subject the real property described hereinabove together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the value and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Texas, as a non-profit corporation, The Southern Plantation Homeowner's Association, for hte purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described hereinabove, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held,

transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

## ARTICLE I

### DEFINITIONS

Section 1. The following words when used in this Declaration shall mean:

- (a) "Association shall mean and refer to The Southern Plantation Homeowner's Association.
- (b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration.
- (c) "Common Properties" shall mean any tract of land described as such and intended to be devoted to the common use and enjoyment of the owners of The Properties.
- (d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of any Common Properties as heretofore defined.
- (e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designated and intended for use and occupancy as a residence by a single family.
- (f) "Owner" shall mean and refer to the record owner, whether one (1) or more entities, of the fee simple title to any Lot or Living Unit situated upon the Properties but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgage has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (g) "Members" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the State of Texas, Country of Brazos, and is particularly described above.

Section 2. Additions to Existing Property. The Developer, its successors and assigns, shall have the right to bring within the scope of this Declaration additional properties thereby

subjecting such additional lands to this Declaration, by filing of record a Supplementary Declaration of covenants and restrictions with respect to the additional property which shall extend the scope of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scope of this Declaration. In no event, however, shall any such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity being a record owner of a fee or undivided fee interest in any Lot or Living Unit shall be a member of the Association, provided that any such person or entity which holds such interest merely as security for the performance of any obligation shall not be a Member.

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

Class A. Class A Members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each Lot or Living Unit in which they hold the interests required for membership by Section 1. When more than one (1) person holds such interest or interests in any Lot or Living Unit all such persons shall be Members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot or Living Unit.

Class B. The Class B member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Section 1 and for every Living Unit owned by it until such Unit is first sold or leased, provided that the Class B Membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the class A membership equal the total votes outstanding in the Class B membership; or

(b) June 30, 1986.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot or Living Unit in which it holds the interests required for membership under Section 1.

For purposes of determining the votes allowed under this Section when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

Section 3. Member Meeting.

(a) There shall be an annual meeting of the Members of the Association. The first annual meeting will be held on the first Tuesday in July, 1983, and Developer will notify all members at least one (1) week in advance of the exact time and place. Subsequent annual meetings will be determined by the Board of Directors and provided for in the Bylaws.

(b) the initial Board of Directors shall server until said annual meeting, at which time a new Board will be elected by majority vote of Members voting. The Board of Directors shall consist of at least three (3) persons, and not more than nine (9), as will be determined by Members voting at the first annual meeting, and subsequently, as will be provided in the Bylaws.

(c) The Board of Directors shall be responsible for the affairs of the Association and shall adopt such Bylaws and

regulations as necessary to carry out its functions, but cannot adopt Bylaws or regulations which are contrary to provisions as set out herein.

## ARTICLE VI

### PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, every Member shall have a right and easement of enjoyment in and to any Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Title to Common Properties. The Developer may retain the legal title to any Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants for itself, its successors and assigns, that it shall convey any Common Properties to the Association not later than December 31, 1986.

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving any Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender shall have a right, after taking possession of any such properties, to charge admission and other fees as a condition to continued enjoyment of such properties until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the association and all rights of the Members hereunder shall be fully restored; and

(b) The right of the Association to take such steps, as are reasonably necessary to protect the above described properties against foreclosure; and

(c) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of any Common Properties; and

(e) The right of the Association to dedicate or transfer all or any part of any Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedications as may be agreed to by the Members, provided that no such dedication or transfer, or determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot and Living Unit owned by it within The Properties hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association; (1) monthly assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereafter provided. The monthly and special assessments, together with such interest thereon and costs of collection thereof as herein-

after provided, shall be a charge to the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of any Common Properties and of the homes situated upon The Properties.

Section 3. Basis and Maximum of Monthly Assessments. Until the year beginning January 1, 1985, the monthly assessments on each lot shall be TWENTY-FIVE and NO/100 DOLLARS (\$25.00), beginning on the first date of the month following the date of purchase. Excepted from such assessment shall be lots owned by Developer and lots owned by a professional builder who purchased such lots for residential construction and is actively pursuing such construction and sales. From and after January 1, 1984, the monthly assessment may be increased by vote of the Members, as hereinafter provided for the next succeeding three (3) years and at the end of each such period of three (3) years for each succeeding period of three (3) years.

The Board of Directors of the Association may, after consideration of current maintenance costs and further needs of The Association, fix the actual assessment for any period year at a lesser amount.

For the purpose of figuring the amount of assessment, where a single family residential unit is constructed on more than one lot, (as lot is shown by recorded plat), then and in that even, such unit shall be, for the purpose of assessment, considered as one lot, and the Owner of such unit shall not be entitled to more than one vote.

Section 4. Special Assessments for Capital Improvements.

In addition to the monthly assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Monthly Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof (prospectively) for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum for Any Action Authorized Under Section 4 and 5. The quorum required for any action authorized by Section 4 and 5 hereof, shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members or of proxies, entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 5, and the required quorum at any such subsequent meeting



shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Special Assessment. The due date of special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Association shall upon demand at any time furnish to any Owner liable for said assessments a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Owner to pay such assessment, however shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. the following property subject to this Declaration shall be exempt from assessments, charges and liens created herein;

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) Any Common Properties as defined herein;

(c) All properties exempted from taxation by the laws of the State of Texas upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

#### ARTICLE VI

#### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon The Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the rights of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision of a majority of the arbitrators shall be final and conclusive of the question involved.

## ARTICLE VII

### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing

by the Architectural Control Committee as to harmony of exterior design and location in relation to surrounding structures and topography. The Architectural Control Committee shall be composed of three members whose names and addresses are as follows:

James Spencer Wendt	3011 Brothers Blvd. College Station, Texas 77840
Philip E. Blackburn, Jr.	3230 Texas Ave. S. College Station, Texas 77840
David Foster	1512 Texas Ave. S. Bryan, Texas 77801

Any two members will constitute a quorum and the vote of any two will control the action of the committee. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. If the Committee, or a designated representative, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, which submission shall be at least seven (7) days prior to obtaining a building permit, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval will not be required and the provisions of the Article will be deemed to have been fully complied with.

The above named Committee members or their appointed Successors shall continue in office for a period of ten (10) years from date of recording of this instrument in the Public Records of Brazos County, Texas. Thereafter, the Board of Directors of the Association shall appoint a committee of at least three (3) individuals who are members of the Association to act as and carry on the functions and duties of said Architectural Control Committee for such term or terms and in such matter as the Board of Directors shall direct. Until such appointment of Successors by the Board, the above named members and the successors they appoint shall continue to serve.

ARTICLE VII-A

ADDITIONAL COVENANTS AND RESTRICTIONS

Section 1. Covenants and Restrictions on Lots.

(a) Land Use. All lots shall be used for residential purposes only, and no building shall be erected, altered, or placed or permitted to remain on any lot other than a single family dwelling not to exceed two stories in height and a private garage for not more than two (2) automobiles.

(b) Minimum Floor Area and Exterior Walls. Any residence constructed on said lots must have heated/cooled area exclusive of open or screened porches, terraces, patios, driveways, car-ports, and garages of not fewer than the number of square feet prescribed with respect to the following lot designation. The Patio lots, being Lots 1 - 16, Block 1, Lots 1-7, Block 2, Lots 1-8 Block 3, and Lots 1-7, Block 4 shall have a minimum of One Thousand (1,000) square feet, with the acceptability of proposed improvements shall rest totally within the sole discretion of the architectural control committee. Lots 9-14, Block 3, Lots 22-27, Block 4, Lots 1-12 and Lots 41-52, Block 5, Lots 1-5 and Lots 18-22, Block 6, Lots 1-3, Block 7 and Lots 1-4, Block 8 shall have a minimum or eleven hundred (1100) square feet. Lots 40-49, Block 7, Lots 17-20, Block 8, Lots 1-6 and Lots 30-39, Block 10 and Lots 1-10, Block 11 shall have a minimum of fourteen hundred (1400) square feet. Lots 1-34, Block 14, Lots 1-9, Block 15, and Lots 1-9, Block 16 shall have a minimum of sixteen hundred (1600) square feet. The exterior walls of any residence shall consist of not less than fifty (50%) percent brick construction and any residence constructed on a corner lot shall have brick walls facing both streets.

Any residence to be constructed with siding as a portion of the exterior walls shall have a minimum siding thickness of five-eighths (5/8) inch or a comparable siding specially approved by the Architectural Control Commission and shall be nailed at a maximum of sixteen (16) inches on center.

All dwelling units shall have a fully sodded front lawn, and which shall be installed prior to the final inspection in the absence of written ACC consent to the contrary. All such installations shall be maintained by the builder prior to occupancy and the owner after occupancy. Failure to so maintain shall give the Homeowner's Association the right, in its sole discretion, to perform maintenance and charge all attendant expenses to the builder or owner, as the case may be, and collect same as part of the assessment against that particular lot or lots.

(c) Set Backs. Minimum building set back lines shall be those shown on the recorded plat of said addition appearing of record in Volume 590, Page 251, Deed Records of Brazos County, Texas. No building shall be located nearer than 3' to any interior lot line, except when such interior lot line is adjacent and adjoining any common Properties as defined in Article I, Section 1 hereof, which in such even, there is to be no side yard requirement. Provided however, the subject property shall at all times be subject to any legally adopted side yard requirements of the municipality or other governmental authorities which have jurisdiction over the subject property.

(d) Signs. No sign of any kind shall be displayed, erected or maintained on any Lot or Common Properties except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales, or signs used by Developer in connection with the development of said subject property.

(e) Animals. No animals, livestock or poultry of any kind shall be bred, raised or kept on any Lot or Common Properties, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. The City of College Station leash law as now in effect and as may, from time to time, be amended is hereby adopted and enforceable as a portion of these restrictions.

(f) No Lot or any part thereof shall be used for illegal or immoral purposes.

(g) Other Buildings. No structures of a temporary character, mobile home, house trailer, truck body, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, nor shall any residence of any temporary character be permitted.

(h) Old Buildings. No structure shall be moved onto any residential lot.

(i) Rentals. Renting to roomers or to a second family occupying the Lot is prohibited.

(j) Antennae. No television or radio antennae shall be erected or maintained on any lot except as approved by the Committee.

(k) Yards. All yards of a dwelling shall be maintained so as to be an aesthetic asset to the dwelling.

(l) Maintenance of Lots. No Owner of any Lot, either vacant or improved, shall permit such Lot to be unmaintained, and no weeds or grass shall be permitted upon any Lot in excess of eight (8) inches in height.

(m) Easements. The use of easements as shown on the plat is granted to the City of College Station and the various utility companies franchised in the City of College Station for the purposes of drainage; the location of sanitary and storm sewer lines; the location of gas, water, television, electrical, and telephone lines and conduits, and the maintenance thereof.

(n) Mining. No quarrying or mining operations or mineral extractions of any kind shall be permitted upon or in any Lot, nor shall any type of wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or an any lot. No derrick or other structure designed for drilling shall be erected, maintained, or permitted upon any lot. Excepted from the provisions of this paragraph shall be Lot Forty (40), Block Ten (10).

(o) Garbage Cans. No garbage cans or refuse containers shall be placed or permitted to remain at the front of a dwelling either within the street or upon the Lot or common area, except

upon those days scheduled for garbage and refuse collection by the City of College Station or a privately contracted collector. Except on days for collections as set out above, said cans or containers will be kept in a place that is not subject to public view.

(p) No truck, boat, bus, house, or travel trailer may be kept upon a lot unless it is concealed from public view nor shall they be kept upon the Common Property, or any dedicated Street within the properties.

#### ARTICLE VIII

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representative,s heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless and instrument signed by the then-owners of two-thirds (2/3) of the Lots or Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. For purpose of meeting the two-thirds (2/3) requirement, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted. Provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.



Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce and lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

ARTICLE IX

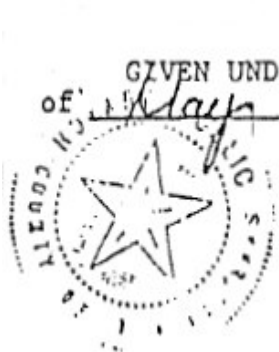
Any provision contained herein may be changed by a vote of one hundred (100%) percent of the Members of the Association.

SHENANDOAH JOINT VENTURE  
SHENANDOAH JOINT VENTURE

By: *J. Spencer Wendt*  
J. SPENCER WENDT, TRUSTEE  
Managing Venturer

THE STATE OF TEXAS :  
COUNTY OF BRAZOS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. Spencer Wendt, Trustee and Managing Venturer for Shenandoah Joint Venture, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Shenandoah Joint Venture, and that he executed the same as the act of said joint venture for the purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25<sup>th</sup> day of May, 1983.

*Patricia A. Schmidt*  
Notary Public in and for  
Brazos County, Texas

Patricia A. Schmidt  
My commission expires: 4/25/84

EXHIBIT "A"

Being all that certain parcel or tract of land lying and being situated in the ROBERT STEVENS LEAGUE, A-54, Brazos County, Texas, and being the same tract of land conveyed to E. Boswell Porter and Robert P. Wood as described in Volume 453, Page 156, of the Deed Records of Brazos County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at an iron rod found at the North corner of the 247.458 acre tract described in Volume 376, Page 148 of the Deed Records of Brazos County, Texas, said iron rod also lying in the south-east right-of-way line of Barron Road;

THENCE S 43° 52' 40" E along a northeast line of the beforementioned 247.458 acre tract for a distance of 987.19 feet to an iron rod for corner;

THENCE N 44° 58' 42" E along a northwest line of the beforementioned 247.458 acre tract for a distance of 538.94 feet to an iron rod for corner, said iron rod being located in the southwest right-of-way line of State Highway No. 6;

THENCE S 46° 00' 28" E along the said southwest right-of-way line of State Highway No. 6, same being a northeast line of the beforementioned 247.458 acre tract for a distance of 1364.23 feet to an iron rod for corner;

THENCE S 45° 02' 26" W along a southeast line of the beforementioned 247.458 acre tract for a distance of 2113.87 feet to an iron rod for corner;

THENCE S 44° 53' 28" E along a northeast line of the beforementioned 247.458 acre tract for a distance of 408.66 feet to an iron rod for angle point;

THENCE S 44° 35' 49" E along a northeast line of the beforementioned 247.458 acre tract for a distance of 614.47 feet to an iron rod for corner;

THENCE S 45° 07' 29" W along a southeast line of the beforementioned 247.45 acre tract for a distance of 757.92 feet to an iron rod for corner;

THENCE N 44° 40' 30" W along the common line between the beforementioned 247.458 acre tract and the 88.00 acre tract for a distance of 3379.15 feet to an iron rod set for corner, said iron rod marking the north corner of the said 88.00 acre tract, said iron rod being located in the northwest line of the said 247.458 acre tract, same being the beforementioned southeast right-of-way line of Barron Road;

THENCE N 45° 13' 06" E along the beforementioned northwest line of the 247.458 acre tract, same being the beforementioned southeast right-of-way line of Barron Road for a distance of 2308.72 feet to the PLACE OF BEGINNING, containing 159.382 acres of land, more or less.

SAID 159.382 acre tract including SHENANDOAH, PHASE I, a subdivision in Brazos County, Texas, according to plat recorded in Volume 590, Page 251, Deed Records of Brazos County, Texas;

SAVE AND EXCEPT three (3) tracts of land in the Robert Stevenson League, A-54, Brazos County, Texas, as follows:

TRACT ONE:

Being all that certain tract or parcel of land lying and being situated in the ROBERT STEVENSON LEAGUE, A-54, Brazos County, Texas, and being a part of that 159.3813 acre tract conveyed to J. Spencer Wendt, Trustee by Robert Wood, et al, by deed recorded in volume 545, Page 694 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

COMMENCING at the east corner of said 159.3813 acre tract, same being in the southwest right-of-way line of State Hwy. 6;

THENCE S 45° 02' 26" W - 110.02 feet to the PLACE OF BEGINNING;

THENCE S 45° 02' 26" W - 198.84 feet to a point for corner;

THENCE N 44° 47' 34" W - 473.78 feet to a point for corner;

THENCE N 45° 02' 26" E - 190.17 feet to a point for corner;

THENCE S 46° 00' 28" E - 473.86 feet to the PLACE OF BEGINNING and containing 2.12 acres of land, more or less, according to a survey made under the supervision of Donald D. Garrett, Registered Public Surveyor No. 2972 in November, 1983.

TRACT TWO:

Being all that certain tract or parcel of land lying and being situated in the ROBERT STEVENSON LEAGUE, A-54, Brazos County, Texas, and being a part of that 159.3813 acre tract conveyed to J. Spencer Wendt, Trustee by Robert Wood, et al, by deed recorded in Volume 545, Page 694 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

COMMENCING at the north corner of said 159.3813 acre tract, same being the southwest right-of-way line of State Hwy 6;

THENCE S 44° 58' 42" W - 110.02 feet to a PLACE OF BEGINNING;

THENCE S 46° 00' 28" E - 519.83 feet to a point for corner;

THENCE S 45° 02' 26" W - 183.39 feet to a point for corner;

THENCE N 44° 57' 34" W - 519.55 feet to a point for corner;

THENCE N 44° 58' 42" E - 173.88 feet to the PLACE OF BEGINNING, and containing 2.13 acres of land, more or less, according to a survey made under the supervision of Donald D. Garrett, Registered Public Surveyor No. 2972 in November, 1983.

TRACT THREE:

Being all that certain tract or parcel of land lying and being situated in the ROBERT STEVENSON LEAGUE, A-54, Brazos County, Texas, and being a part of that 159.3813 acre tract conveyed to J. Spencer Wendt, Trustee by Robert Wood, et al by deed recorded in Volume 545, Page 694 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

COMMENCING at the west corner of said 158.3813 acre tract, same being in the southwest right-of-way line of State Hwy. 6;

THENCE S 45° 02' 26" W - 110.02 feet and N 46° 00' 28" W - 473.86 feet to the PLACE OF BEGINNING;

THENCE S 45° 02' 26" W - 190.17 feet to a point for corner;

THENCE N 44° 57' 34" W - 200.37 feet to a point for corner;

THENCE N 45° 02' 26" E - 184.86 feet to a point for corner;

THENCE S 46° 00' 28" E - 290.42 feet to the PLACE OF BEGINNING  
and containing 1.25 acres of land, more or less, according to a  
survey made under the supervision of Donald D. Garrett, Registered  
Public Surveyor, No. 2972 in November, 1983.

AMENDMENT TO DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §  
COUNTY OF BRAZOS §

WHEREAS, on May 1, 1983, SHENANDOAH JOINT VENTURE, a Texas Joint Venture, executed the Declaration of Covenants, Conditions and Restrictions covering the property more particularly described in Exhibit "A"; and

WHEREAS, said Declaration of Covenants, Conditions and Restrictions were recorded in Volume 643, Page 338 of the Brazos County, Texas Deed Records; and

WHEREAS, it is the desire of the parties signing below that the Declaration of Covenants, Conditions and Restrictions be amended as set out below;

NOW THEREFORE, it is hereby understood and agreed that the following amendments are made to said Declaration of Covenants, Conditions and Restrictions.

WHEREAS, Article V, Section 3 of said Declaration presently reads as follows:

Section 3. Basis and Maximum of Monthly Assessments. Until the year beginning January 1, 1985, the monthly assessments on each Lot shall be TWENTY DOLLARS beginning on the first day of the month following the date of purchase. Excepted from such assessment shall be lots owned by the Developer and lots owned by a professional builder who purchased such lots for residential construction and is actively pursuing such construction and sales. From and after January 1, 1984, the monthly assessment may be increased by vote of the Members, as hereinafter provided for the next succeeding three (3) years and at the end of each such period of three (3) year for each succeeding period of three (3) years.

The Board of Directors of the Association may, after consideration of current maintenance costs and further needs of The Association, fix the actual assessment for any period year at a lesser amount.

For the purpose of figuring the amount of assessment, where a single family residential unit is constructed on more than one lot, (as lot is shown by recorded plat), then and in that event, such unit shall be, for the purpose of assessment, considered as one lot, and the Owner of such unit shall not be entitled to more than one vote.

From henceforth, said Article V, Section 3 shall read as follows:

Section 3. Basis and Maximum of Monthly Assessments. Until the year beginning January 1, 1985, the monthly assessments on each Lot shall be TWENTY DOLLARS beginning on the first day of the month following the date of purchase. From and

after January 1, 1984, the monthly assessment may be increased by vote of the members as hereinafter provided for the next succeeding three (3) years. At the end of each such period of three (3) years for each succeeding period of three (3) years.

The Board of Directors of the Association may, after consideration of current maintenance costs and further needs of The Association, fix the actual assessment for any period year at a lesser amount.

For the purpose of figuring the amount of assessment, where a single family residential unit is constructed on more than one lot, (as lot is shown by recorded plat), then and in that event, such unit shall be, for the purpose of assessment, considered as one lot, and the Owner of such unit shall not be entitled to more than one vote.

WHEREAS, the first paragraph of Article VII, Section 1, Review by Committee, presently reads as follows:

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of exterior design and location in relation to surrounding structures and topography. The Architectural Control Committee shall be composed of three members who names and addresses are as follows:

James Spencer Wendt	3011 Brothers Blvd. College Station, Texas 77840
Philip E. Blackburn, Jr.	3230 Texas Ave. S. College Station, Texas 77840
David Foster	1512 Texas Ave. S. Bryan, Texas 77801

Any two members will constitute a quorum and the vote of any two will control the action of the committee. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. If the Committee, or a designated representative, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, which submission shall be at least seven (7) days prior to obtaining a building permit, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval will not be required and the provisions of this Article will be deemed to have been fully complied with.

Now, henceforth, said first paragraph of Article VII, Section 1 shall read as follows:

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of exterior design and location in relation to surrounding structures and topography. The


Architectural Control Committee shall be composed of three members who names and addresses are as follows:

James Spencer Wendt	3011 Brothers Blvd. College Station, Texas 77840
Philip E. Blackburn, Jr.	3230 Texas Ave. S. College Station, Texas 77840
Terri Ponzio	4208 Cheyenne Circle Bryan, Texas 77802

Any two members will constitute a quorum and the vote of any two will control the action of the committee. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. If the Committee, or a designated representative, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, which submission shall be at least seven (7) days prior to obtaining a building permit, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval will not be required and the provisions of this Article will be deemed to have been fully complied with.

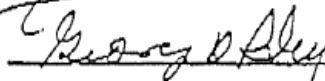
The amendments are agreed to and this Amendment to Declaration of Covenants, Conditions and Restrictions is EXECUTED this 8th day of August, 1985.

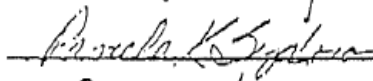
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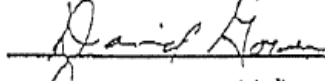
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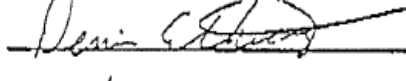
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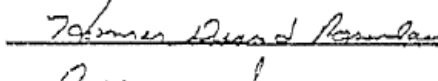
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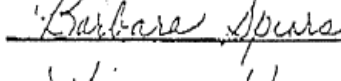
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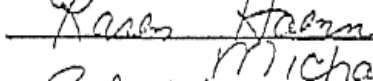
 Pamela K. Sypson

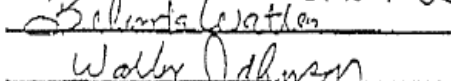
 David Green

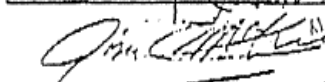
 Dennis (Edmond)

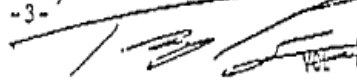
 Thomas David Penland

 Barbara Spurs

 Karen Haerni

 Michael Love

 Belinda Wathen

 Wally Johnson

 Jim

