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By,
Mary Garcia

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR REATTA MEADOWS SUBDIVISION**

THE STATE OF TEXAS

COUNTY OF BRAZOS

WHEREAS Barron Road Meadows, L.P., is the Owner of that certain tract or parcel of real property lying and being situated in the City of College Station, Brazos County, Texas consisting of 19.145 acres of land, more or less, the same now known as Reatta Meadows Subdivision of the Estates at Spring Creek (the "Property") the same having been platted as recorded in Volume 6118, Page 47, Official Records of Brazos County, Texas; and

WHEREAS, Developer desires to create upon the Property a residential community and carry out a uniform plan for the improvement and development of the Property for the benefit of the present and all future owners thereof; 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 to comply with the planning and zoning set forth by the City;

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 or any part thereof, their heirs, successors, and assigns, 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 specifies or requires otherwise, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

Architectural Control Committee (ACC)

"Architectural Control Committee" shall mean the committee created pursuant to the Declaration to review and approve plans for the construction of improvements upon the property.

Association

"Association" shall mean Reatta Meadows Homeowner's Association, Inc., Texas non-profit corporations, their successors and/or assigns. Also referred to as the Association.

Builder

"Builder" shall mean any person who purchases one or more units for the purpose of constructing improvements for later sale to consumers, or who purchases one or more parcels of land within the development for further subdivision, development, and/or resale in the ordinary course of such person's business.

Building Permit

"Building permit" shall mean a permit issued by the City of College Station, Texas or any governmental jurisdiction as necessary for the construction of any improvements on a unit.

Common Area

"Common Area" shall mean a portion of the development benefiting all Owners of the neighborhood.

Declarant or Developer

"Declarant" or "Developer" shall mean Barron Road Meadows, L.P. , a Texas limited partnership or any successor or assign who takes title to any portion of the property for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

Dwelling

"Dwelling" shall mean any structures and appurtenances thereto intended as a residence for a single family.

Improvement

"Improvement" shall mean structures and appurtenances thereto of every type and kind; the demolition or destruction by voluntary action of any such structure or appurtenance thereto; any grading, excavation, filling or similar disturbance of the surface of the land; landscaping, planting and clearing, or removing of trees, shrubs, grass, or foliage; and any change or alteration of any dwelling including change of material, exterior appearance, color or texture, including pools, outbuildings, patios, decks, etc.

Lot

"Lot" shall mean a numbered lot on the plat of Reatta Meadows Subdivision filed of record in the Official Records of Brazos County, Texas.

Owner/Builder

"Owner" or "Owner/Builder" shall mean one or more persons who hold the record title to any unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a unit is sold under a recorded contract of sale and the contract specifically so provides, the purchaser (rather than the fee Owner) will be considered the Owner.

Residence

"Residence" shall mean a unit together with any Common Area appurtenant thereto. However, if any portion of Reatta Meadows is developed as a condominium project, "Residence" shall also mean a Condominium as to such portion, and if any portion of Reatta Meadows is developed as an apartment project, "Residence" shall then also mean an apartment unit as to such portion.

Unit

"Unit" shall mean a portion of the property, whether improved or unimproved, which may be independently owned and is intended for development, use and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the unit as well as any improvements thereon. In the case of a building within a condominium or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate unit.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of units designated for residential use for such parcel on the land use plan or the site plan approved the Declarant, whichever is more recent, until such time as a preliminary and final plat is filed of record on all or a portion of the parcel.

Thereafter, the portion encompassed by the most recent plat shall contain the number of units determined as set forth in the preceding paragraph and any portion not encompassed by such plat shall continue to be treated in accordance with this paragraph.

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 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, except as specifically modified in a Supplemental Declaration. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Official Records of Brazos County, Texas, a notice of addition of land (the "Supplemental Declaration") containing the following provisions:

- (A) A reference to this Declaration, which 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, except as modified in the Supplemental Declaration; 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 owned by it 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, Declarant shall be required only to record in the Official Records of Brazos County, Texas a notice of withdrawal of land containing the following provisions:

- (A) A reference to this Declaration, which 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; and
- (C) A legal description of the withdrawn land.

ARTICLE III

GENERAL USE RESTRICTIONS

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

3.01 Construction of Improvements and Residential Design Requirements. Pursuant to Article IV below, the Architectural Control Committee shall adopt certain Residential Design Requirements ("Requirements"), to govern the construction of improvements upon the Property. The Requirements may be modified, amended, or restated by the Architectural Control Committee. In the event of any conflict between the terms and provisions of the Design Manual and the terms and provisions of this Declaration, the terms and provisions of this Declaration shall control. In addition, the Architectural Control Committee shall have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Declaration. Such charges shall be held by the Architectural Control Committee and used to defray the administrative expenses incurred by the Architectural Control Committee in performing its duties hereunder; provided, however, that any excess funds held by the Architectural Control Committee shall be distributed to the Reatta Meadows Homeowner's Association at the end of each calendar year. The Architectural Control Committee shall not be required to review any plans until a complete submittal package, as required by this Declaration, is assembled and submitted to the Architectural Control Committee.

No improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any of the Property by anyone other than the Declarant, without the prior written approval of the Architectural Control Committee. No modifications, alterations, remodeling that alters or modifies the exterior appearance of any improvements, or the removal of any improvements within the Property shall be performed without the written approval of the Architectural Control Committee.

3.02 Maintenance and Repair of Improvements. All improvements upon the Property that are not maintained by the Homeowner's Association shall at all times be kept in good condition and repair and adequately maintained by the Owner thereof and the enforcement of such conditions and repairs shall be by the Homeowner's Association. Yards shall not be permitted to grow higher than 8" and should be kept free of weeds and debris. Sufficient water shall be used year round to maintain the landscape plantings in

healthy condition. Owners should take erosion control measures so as not to allow soil run-off onto adjacent properties or streets.

The opinion of the Homeowner's Association as to condition and repair shall be final.

3.03 Residential Use. All Lots shall be improved and used solely for single family residential purposes inclusive of a garage, fencing and such other improvements as are necessary or customarily incident to residential use. No Owner shall occupy or use his Lot or any improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose, including religious, other than as a private residence for the Owner, his family and guests, or no more than one unrelated person as set forth below. 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 per Lot. The term "single family" as used in this Section 3.03 shall refer not only to the architectural design of the dwelling unit but also to the permitted number of inhabitants which is limited to a single nuclear family. A "single nuclear family" is any number of persons related within the second degree of consanguinity or affinity, living with not more than one (1) person who is not so related as a single household unit and one household employee of such household unit. It is not the intention of Declarant to exclude from a homesite any individual who is authorized to remain by any state or federal law. Anything herein to the contrary notwithstanding, any lot may be used or improved for greenbelt, open space and/or drain field purposes.

3.04 Room and Board Plans. No Owner shall permit any Lot or improvement on any Lot to be used in whole or in part by tenants for rooming or board plans or contracts, or both, of any type. Renting to a single family as defined in paragraph 3.03 is permitted.

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 Homeowner's Association; provided however, that when Declarant is Owner thereof, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Homeowner's Association.

3.06 Insurance Rates. Nothing shall be done or kept on the Property that would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on any Lot or any of the improvements located thereon without the prior written approval of the Declarant or the Homeowner's Association.

3.07 Signs. No sign of any kind shall be displayed to the public view on the Property without the prior written approval of the Homeowner's Association, except for the following: (i) signs which are part of the Declarant's overall marketing plan for the Property; (ii) one (1) sign per Lot, not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3') feet above the surface of such Lot advertising the property for sale or lease; (iii) not more than two political signs, not exceeding 2' x 3' in area, per Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and shall be removed within three (3) days after such election; (iv) signs containing information about one or more children residing in the residence on a Lot and the school they attend, provided the sign is not more than 36" x 36" and is fastened only to a stake in the ground and there shall be no more than one sign for each child under the age of eighteen (18) residing in the residence, and said signs may not be displayed more than ten (10) days in any calendar month, for more than three (3) months in a calendar year; (v) signs or stickers provided to an Owner by a commercial security of alarm company providing service to the residence, provided the sign is not more than 8" x 8" or the sticker is no more than 4" x 4" and there shall be no more than one sign and no more than six (6) stickers located on the windows or doors; (vi) stickers on windows and doors for the "Child Find" program or similar program

sponsored by a local police and/or fire department; or (vii) a builder or lender may place certain information and advertising signs on Lots without the prior permission of the Homeowner's Association, so long as such signs do not violate any other provisions of this Declaration.

If any sign is placed within the subdivision in violation of this Declaration, the Homeowner's Association or its agents shall be authorized to enter upon any Lot and remove and/or dispose of any such sign violation, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Homeowner's Association or its agent be liable for any accounting or other claim for such action.

3.08 Rubbish and Debris. No rubbish or debris or 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 screened from view from the street, adjoining lots and other parts of the Property. If rubbish or debris accumulates upon any Lot in violation of this provision in the judgment of the Homeowner's Association, the Association may remove the rubbish or debris, and charge a special assessment to the Owner of the Lot.

3.09 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.

3.10 Nuisance. 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 Lighting. No lighting of any kind shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property, except for reasonable night lighting or landscape lighting that has the approval of the Architectural Control Committee. Seasonal lighting may be placed on the property no more than 30 days prior to the holiday to which it pertains and shall be removed within 30 days after the holiday.

3.12 Tanks. The Architectural Control Committee shall have the right to approve the location of any tank used or proposed in connection with a single family residential 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 adjoining Lot or street or other parts of the Property.

3.13 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 Control Committee, 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 Control 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 Control Committee.

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

3.15 Hazardous Activities. No activities may be conducted on the Property and no improvements 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 fireplaces or in contained barbecue units which are attended while in use and are used for cooking purposes only.

3.16 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

3.17 Temporary Structures. No tent, shack, or other temporary building, improvement, or structure shall be placed upon the Property without the written approval of the Architectural Control Committee; provided, however, that temporary structures necessary for storage of tools and equipment and for office space for architects, builders, and foreman during actual construction may be maintained with the prior approval of the Architectural Control Committee, such approval to include the nature, size, duration and location of such structure.

3.18 Unightly Articles and Vehicles. No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks larger than a ¾ ton pickup, boats, tractors, semi-trailers, campers, wagons, buses, motorcycles, motor scooters, machinery, garden maintenance equipment and inoperable vehicles shall be kept at all times, except when in actual use, in enclosed structures or screened from view, and no repair or maintenance work shall be done on any of the foregoing or on any automobile (other than minor emergency repairs) except in enclosed garages or other structures. Facilities for hanging, drying, or airing clothing or household fabrics (including, without limitation, clothes lines) shall be screened from view from any portion of the Property other than the Lot on which such facilities are properly located. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scraps, refuse or trash of any kind shall be kept, stored, or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view from any portion of the Property other than the Lot on which such materials are properly located.

3.19 Travel Trailers and Recreational Vehicles. No travel trailers or recreational vehicles shall be parked in any street or on or near any Lot for more than forty-eight (48) continuous hours or more than seventy-two (72) hours total in any 30-day period, so as to be visible from any other portion of the Property.

3.20 Animals. No animals, including pigs, poultry, fowl, 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, maintained or cared for on the Property. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance, and no domestic pets will be allowed to make an unreasonable amount of noise or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless 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 animal shall be allowed to run at large, and all animals 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 Control 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 adjoining lots, streets and other parts of the Property. No more than two (2) adult dogs and two (2) 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.

3.21 Maintenance of Lawns and Plantings. Each Owner shall keep all shrubs, trees, grass and plantings or every kind on such Owner's Lot cultivated, mown, pruned, and free of trash and other unsightly material. Subject to Section 3.29 below, trees, shrubs, vines and plants that die shall be promptly removed. Declarant, the Association and the Architectural Control Committee shall have the right at any reasonable time after not less than ten (10) days written notice to Owner to cure any violation of this provision within such ten (10) day period, 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 (E) below.

3.22 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 Declarant) 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 Control Committee, provided that such waiver shall be only for the reasonable period of such construction. At such time as the Declarant 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.

3.23 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 (40') feet from the point of intersection of the street right-of-way property lines immediately adjacent to the Lot, as reasonably located by the Architectural Control 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.

3.24 Garage conversions. No garage, or any portion thereof, may be converted into enclosed living space unless an alternative garage of a least equal size is constructed and the plans and specifications for the conversion and construction are first approved in writing by the Architectural Control Committee.

3.25 Owner's Responsibility for Maintenance. Each Owner shall maintain and keep in a good state of repair the interior and exterior of all buildings, structures, and other improvements of any kind or nature that are located upon such Owner's Lot. An Owner, when exercising the right and responsibility of repair, maintenance, replacement, or remodeling, as herein defined, shall never alter in any manner whatsoever the color and exterior appearance of the improvements located on such Owner's Lot, except by written consent of the Architectural Control Committee. Each Owner shall, however, have the exclusive right to paint, plaster, panel, tile, wax, paper, or otherwise refinish and decorate the inner surface of the walls, ceilings, floors, windows, and doors within such Owner's structure. In the event Owner fails to maintain the

improvements located on such Owner's Lot as provided herein in a manner that the Architectural Control Committee deems necessary to preserve the appearance and value of the Property, the Architectural Control Committee may notify such Owner of the work required and request that it be done within thirty (30) days from the giving of such notice. In the event such Owner fails to complete such work or maintenance within said period, the Architectural Control Committee shall so notify the Board at which time the Board may (but shall not be obligated to) cause such work to be done and the Owner shall be personally liable to the Association, as the case may be, for the cost of such work. If the Owner fails to pay such cost upon demand, such cost (plus interest at the rate of one and one-half percent (1-1/2% per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed or chargeable against a Lot shall be secured by the liens reserved in this Declaration for Assessments and may be collected by any means provided in the Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). Each such Owner shall 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 3.25 (including any cost, fees, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

3.26 Liability of Owners for Damage to Common Area. No owner shall in any way alter, modify, add to, or otherwise perform any work whatsoever upon the Common Area. The Owner of each Lot shall be liable to the Association for all damages to: (i) the Common Area or any Improvements constructed thereon; or (ii) to any Improvements constructed upon any Lot, the maintenance of which has been assumed by the Association; which damage is caused by the neglect, misuse or negligence of such Owner or any tenant or other occupant of such Owner's Lot or such Owner's guest or invitee. The full cost of all repairs of such damage shall be assessed and charged against the Owner's Lot, secured by a lien against the Owner's Lot and collectible in the same manner as provided in the Declaration.

3.27 Compliance with the Declaration. Each Owner shall comply strictly with the provisions of the Declaration as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of the Restrictions and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Board on behalf of the Association, the Architectural Control Committee, or by an aggrieved Owner. Without limiting any rights or powers of the Architectural Control Committee, the Board may (but shall not be obligated to remedy or attempt to remedy any violation of any of the provisions of this Declaration, and the Owner whose violation has been remedied shall be personally liable to the for all costs and expense of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in the Declaration for Assessments and may be collected by any means provided in the Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). Each such Owner shall indemnify and hold harmless, the Association, their 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 Sections 3.25 and 3.27(including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

3.28 No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in the Declaration. Any Owner acquiring a Lot in reliance on 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 Declarant harmless therefrom.

ARTICLE IV.

RESIDENTIAL DESIGN REQUIREMENTS

It is the goal of the Developer (the "Declarant") and the Architectural Control Committee, with authority as delegated, to create an attractive and cohesive family oriented neighborhood, offering enhanced amenities to residents. The Residential Design Requirements are established in order that the Developer may promote a high and consistent development standard in order to achieve this goal.

These Residential Design Requirements apply to all residential improvements, whether the construction is for new construction or alterations, modifications, and/or additions to an existing property.

4.1 Purpose of Residential Design Requirements. The requirements and guidelines described in the Design Manual provide guidance to owners, builders, and residents in the development of Reatta Meadows residential building sites.

The development of each unit within Reatta Meadows is controlled and restricted by the following means:

1. Applicable governmental codes and regulation
2. Declaration of Covenants, Conditions, and Restrictions ("Declaration") for Reatta Meadows

Compliance priority in all cases shall follow this order. It is the owner/builder's responsibility to identify, satisfy, and comply with the goals, standards, regulations, and laws of any entity with authority and jurisdiction over his building site. Compliance with the Residential Design Guidelines does not guarantee approval of an application.

4.2 Administration and Enforcement of Residential Design Requirements. Administration and enforcement of the Residential Design Requirements, specifically, is the responsibility of the Architectural Control Committee, a committee of the Reatta Meadows Homeowner's Association ("Association"). They shall have all of the remedies available under this Declaration.

The plans and specifications submitted for review are not being reviewed for structural integrity; compliance with zoning and building ordinances or any other applicable statutes; ordinances or governmental rules or regulations; compliance with the requirements of any public utility, easement or other agreement.

By approving such plans and specifications, neither the Declarant, the Homeowner's Association, the Owners, the Board nor any committee member, nor agents, employees, attorneys, or consultants of any of the foregoing shall be liable for any soil conditions, drainage or general site work, nor for any injury, damages or loss arising out of the manner or quality of approved construction or modification on account of such approved plans or specifications.

The Architectural Control Committee will review plans and specifications submitted for its approval as to style, exterior design, appearance and location, and will approve such plans and specifications only if it determines, in its sole discretion, that the improvements will not be detrimental to the appearance of the development as a whole, that the improvements comply with these Residential Design Requirements, that the appearance will be in harmony with the surrounding structures, that the construction will not detract from the beauty and attractiveness of the development or the enjoyment by Owners and that the upkeep and maintenance will not become a burden to the Association.

(A) Inspections. All outstanding approvals will be suspended until construction conditions are brought into compliance. The Association's Board of Directors may authorize bringing suit in a court of competent jurisdiction to restrain and enjoin any person who attempts to carry out any construction without first obtaining approval as required or against any person who fails to cease and desist from further construction in noncompliance.

The Association is empowered as set forth in Section 5.04 to take disciplinary action against any Owner/Builder for a violation of any provision in the Declaration and/or these Residential Design Requirements.

The Association will have all of the available remedies permitted by the Declaration and By-Laws to enforce the Residential Design Requirements and other requirements of the Declaration. Such rights include, but are not limited to, stopping the construction of any Owner/Builder, general contractor, job superintendent, subcontractor, supplier or any of their employees in any violation of these regulations, and removing or modifying any improvements that have been made or constructed in violation of any of the provisions of the regulations or the approved plans and specs, as well as assessing a substantial fine. (See fine schedule.)

4.3 General Design Criteria. The following criteria represent a summary for the quality of improvements desired by Declarant. It shall be used to guide Declarant and/or Architectural Control Committee in the approval process. Declarant and/or the Architectural Control Committee shall be entitled to render approval or nonapproval of any or all applications based on the General Design Criteria. Each vote by a member of the ACC represents an opinion as to appropriateness using the Criteria and such opinion shall be recognized and upheld as final after a decision is made.

All Owners/Builders shall carefully consider the following General Design Criteria when designing property improvements:

1. Quality building and landscape architectural design.
2. Simple, elegant, architectural statements.
3. Residential harmony between the home, the site and the surrounding development when viewed from all angles.
4. Continuity of architectural forms, materials, textures, colors, and execution.
5. A dwelling reflective of the architectural standards established for Reatta Meadows.

Each Owner by accepting title to his unit acknowledges and agrees to the following:

1. That these design requirements are reasonable and beneficial to the community.
2. To strive to achieve a spirit of cooperation and resolution between the Architectural Control Committee reviewer and the Owner/Builder, and the Owner's architect and/or landscape architect.

3. That these requirements are not intended to be all encompassing and are meant to encourage creativity while allowing the Architectural Control Committee wide latitude of approved authority.

4.4 **Variations.** Upon submission of a written request, Reatta Meadows Homeowner's Association may, in its sole discretion and at the recommendation of the Architectural Control Committee, permit Owners to construct, erect, or install improvements, which are in variance from the Residential Design Requirements or other parts of the Declaration, when in its sole and absolute discretion such variance will not be adverse to the overall development plan, and such variance if justified due to visual or aesthetic considerations, or unusual circumstances. All variance approvals must be in writing and signed by a majority of the members of the Board of the Reatta Meadows Homeowner's Association. An approval is based on the individual application and, in no event, does it set a precedent for future applications. The variance request must be made in writing to the Association specifying the exact nature of the request and the reasons for the request. Complete plans and specifications (according to Section 4.4), as proposed, MUST accompany the request. The Association will render a decision on the request within thirty (30) days of submission of the request.

4.4 **Approval Process.** The construction or installation of any improvements, changes to existing improvements, the reconstruction of improvements, or the installation or change of exterior ground improvements will require the submission of plans and specifications for review and approval of the Architectural Control Committee Reviewer before any such construction or installation activity is commenced. The Architectural Control Committee may waive plan and specification requirements for certain modifications or improvements at its discretion.

The Approval Process consists of 4 steps.

Step 1: Pre-submittal Evaluation and Review

- (A) Contact Developer or Architectural Control Committee member to obtain a copy of the Residential Design Requirements.
- (B) Not required but as needed, meet with a member of the Architectural Control Committee to review any uncertainties or unusual design issues before application submittal.

Step 2: Application Submittal

- (A) Submit Application Form to the Architectural Control Committee together with:
- (B) 2 sets of blue line prints including floor plans, all elevations and a site plan for new custom units or proposed modifications. Applications for modifications may submit a current lot survey in lieu of a site plan indicating the location of proposed improvements, and any applicable easements, setbacks, and elevation differences on lot. **Indicate dimensions to all adjacent property lines.**

The floor plan, drawn at 1/4"=1'-0" scale, should include-

- Heated area calculation.
- Masonry area calculation according to the Architectural Control Committee's adopted method of calculation.
- FOR BUILDER SPEC HOMES ONLY-Any standard floor plan options, such as optional game room versus standard bedroom.
- FOR BUILDER SPEC HOMES ONLY-Building plan name and plan reference number(s).

- (C) 2 sets of construction specifications/description of materials, including landscaping
- (D) one (1) binder, with color photos, or brick/masonry samples or sample books provided by material suppliers. (If requested by ACC)
- (E) Any other information or documentation deemed necessary by the ACC.

Step 3: Builder Site Plan Submittal (FOR BUILDER SPEC HOMES ONLY and after Floor Plan is approved)

- (A) Submit site plan for spec unit. In the case of major revision to a previously approved floor plan, Builder must resubmit revised plan and specifications.

Major changes are defined as: changes in the building footprint exceeding two feet in any direction; changes in exterior elevations; change in building height exceeding one foot per floor; changes in roof pitch from the standard elevation.

The site plan, drawn at 1"=10'-0" scale, should include the following building information clearly indicated:

- Location of the house on the lot with dimensions to all property lines.
- Driveway, entry walks, and sidewalk locations and widths.
- Platted street sidewalks.
- Location and type of required fencing.
- Location and finish grade of any patio or deck.
- Location, height, and material of any retaining wall over 2 feet high.
- Approximate location of existing trees 6" or more in diameter.
- Heated square footage located within the building footprint.

Step 4: Receive written Approval or Denial Letter from ACC

Using the Design Criteria set forth in these Residential Design Requirements along with the Declaration, the ACC will either approve or disapprove an application and will send a letter to the applicant indicating such approval or disapproval within fifteen (15) days from the date of the submission of a complete application. An application will not be deemed to be complete until all of the documents and information set forth above has been provided to the Architectural Control Committee. Failure of the ACC to approve or disapprove plans and specifications within fifteen (15) days from the date of submission in accordance with these Requirements will mean that the plans and specifications will be automatically deemed to be approved.

Upon approval by the ACC, along with the Approval Letter, the ACC will return one approved copy of the plans and specs to the Builder who will be responsible for ensuring that the information contained in the approved copy is used in obtaining all other required permits and approvals by the City or other government jurisdiction. The second submitted copy will be held on file for one (1) year after completion.

4.5 Owner/Builder Responsibilities. All Owners/Builders shall be held strictly responsible for the following:

- (A) Compliance with all applicable federal, state, and local building codes and regulations.
- (B) Compliance with all rules, regulations, restrictions, and covenants as set out in the Declaration, Residential Design Requirements, By-Laws of the Association, and the Architectural Control Committee.

- (C) Compliance with plans and specs and other submittals approved by the ACC. Any deviations from an approved plan must receive specific approval from the ACC.
- (D) Providing qualified personnel to perform all of the construction activity.
- (E) Maintain the construction site according to Section 4.6.

4.6 Construction Site Management. Owners/Builders, contractors, and subcontractors shall be responsible to minimize the negative visual impact of construction through the thoughtful handling of construction activities and the maintenance of an orderly job site.

All Owners/Builders, their employees, representatives, subcontractors, suppliers, and service personnel performing work within the development must adhere to the following construction regulations. Certain violations may include fine assessments. (See Fine Schedule)

- (A) Enter the development for the purposes of work only between the hours of 7:00 a.m. and 7:00 p.m. on weekdays and 8:00 a.m. and 6:00 p.m. on weekends.
- (B) Use temporary erosion controls before clearing any site. Install erosion control on any downhill slopes where it is clear that not providing such control will be a detriment to any surrounding property. Install inlet protectors in storm drains where necessary to prevent silt from entering drainage system. Keep filters clean from silt at all times.
- (C) Adhere to a speed limit of 20 mph, or as posted.
- (D) Ensure that any representative or subcontractor and/or their crews do not litter Reatta Meadows roads, units or surrounding open space. If the Association notifies a Builder that a construction site is littered, the Builder has 24 hours to clean the site. If the condition is found to be unsanitary, the Owner/Builder will have two (2) hours from time of written or faxed communication to clean the area.
- (E) Maintain a neat and clean job site. Neatly stockpile all materials. Remove all debris, including construction waste, paper, cans, bottles, litter, tree limbs, etc. from the lot and place in a designated container for such trash. Conduct a week end site cleanup by removing all trash and debris from the job site and from Reatta Meadows Subdivision entirely. Clean any silt from the streets.
- (F) Use steel storage bins or other comparable and sufficient storage containers, in good condition for storage of all on-site material storage.
- (G) Refrain from burning fires of any kind.
- (H) Refrain from any kind of dumping within the subdivision.
- (I) Remove any concrete spoils left on any vacant unit, common area or roadway and dump in designated location to be determined by Declarant.
- (J) Refrain from bringing or allowing any subcontractor to bring any person under 16 years of age to the job site during work hours.
- (K) Install optional temporary fencing whenever Builder or Developer deems it necessary. Remove such fencing at project completion.
- (L) Install site and tree protection fencing along all property lines adjacent to common areas and greenbelts, or open space prior to commencement of construction.
- (M) Limit the volume of music and other noise so as not to disturb others beyond the construction site.
- (N) Restore, within 72 hours, any landscaping item, including but not limited to trees, irrigation, or signage within the development whenever damage has been caused by the Builder or any of his representatives. Violation of this regulation will result in a fine assessment and reimbursement of any cost to restore incurred by the Association.
- (O) Acquire written permission of any other Owner/Builder or Association to use or have access to any property not owned by the Builder.

- (P) Remove any permitted construction office trailer or enclosed storage building and all equipment, materials, supplies, and temporary structures from the site upon completion of construction, leaving the site neat and clean, as well as re-vegetated.

4.5 Building Setbacks. Declarant desires to create a variety of residential streetscapes. A variation of front yard building setbacks is required and will be enforced by the Architectural Committee to insure optimal location of each Property Improvement.

No building shall be located or erected nearer any Lot line bordering a street right-of-way than the building line shown on the recorded plat of the Property which includes the Lot. No building shall be located nearer than seven and one-half (7-1/2') feet to any interior side Lot lines. No building shall be located nearer than twenty (20') feet from any rear Lot line. Notwithstanding the foregoing, in respect to cul-de-sac Lots or lots having irregular shapes, such building must be situated at a mean distance of at least seven and one half (7-1/2') feet from each side property line of such Lot, but in no event closer at any one point than seven and one-half (7-1/2') feet from such side property lines. Furthermore, on such cul-de-sac Lots or Lots having irregular shapes, such structure may be constructed as near as twenty-five (25') feet from the rear of the Lot; provided further, however, that detached garages may be as near as twenty (20') feet from the rear of the Lot and any permitted temporary structures may be situated as near as seven and one-half (7-1/2') feet from the rear of any such Lot. For purposes of these covenants, the eaves of buildings shall not be deemed to be part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure. This Section shall not be construed to allow any building or structure to encroach upon another Lot.

At least 25% of a Builder's dwellings on each street should be setback at least 4 ft. beyond the required City or Plat setback in order to vary the streetscape. No more than two (2) homes in a row shall be situated on the front yard setback line, and a maximum of 15' difference in setbacks is allowed.

A variance may be granted for unusual topographic situations, at the sole discretion of the ACC.

Key factors in determining variations in the front yard and side yard setback beyond minimum requirements include:

- (A) Appropriateness to unique site conditions such as topographic variances.
- (B) Location of existing trees.
- (C) Setback compatibility of adjacent homes on either side and across the street from the lot.
- (D) Potential views towards a greenbelt or sight lines beyond.
- (E) Detached garages and side entry garages are encouraged.

No roofed or trellised structure separate from the main dwelling structure may be built within a setback area (i.e., gazebo, pool cabana).

Pools and spas must be constructed at least five (5) feet from any unit property line, open space, or Common Area.

Final approval of setbacks is determined by the ACC when the site plan is submitted for approval.

4.6 Building Area. All single family dwellings constructed on platted Lots in Reatta Meadows shall contain not less than fifteen hundred (1500) square feet of enclosed, conditioned living space exclusive of porches (open or covered), decks, garages and carports.

4.7 Building Height. Building height must not exceed thirty-five (35) feet in height as measured from finished grade. Building height is defined as the vertical distance from the average elevation of the finished grade at the front of the building to the highest point on the structure, exclusive of chimneys and ventilators.

Any proposed two-story dwelling planned for a corner Lot shall include at least one (1) one-story element. The Owner/Builder should try, whenever possible to locate the one-story portion of the dwelling at the street corner with the two-story element located to the interior of the Lot to help reduce the feeling of enclosure in the neighborhood.

No more than two (2) two-story dwellings can be adjacent and neither of the two (2) such adjacent dwellings can be located directly across the street from another two story dwelling.

4.8 Garages and Accessory Structures. Every single family dwelling shall include an attached or detached two (2) car garage designed to accommodate full sized conventional passenger cars. Three car garages are allowed based upon plan and site conditions. Garages should be at least 24' in depth measured from the inside of garage door surface to wall of dwelling.

All garage doors must be of a sectional type only. Twin single garage doors are encouraged as an alternative to one large double door.

Dwellings on corner lots must be oriented so front loading garages are located adjacent to the interior unit property line, away from the street corner. Side entry garages on corner units must be detached at the rear of the unit or placed at the end of the dwelling opposite from the street corner.

Garages, whether attached or detached from the dwelling, should relate in a positive manner to the dwelling. Side entry garages and detached rear garages are strongly encouraged on all units when possible. Detached garages located towards the rear of the unit are encouraged to vary the streetscape.

Variances to building setbacks may be considered in order to help encourage detached garages. Setback adjustments will be considered on a case-by-case basis.

The use of accessory structures is generally discouraged within the neighborhood. Where necessary, these structures should be located behind the privacy fencing, in the backyard. Accessory structures are not permitted in the front or side yards outside of a privacy fence. No accessory structure is permitted any nearer than five (5) feet from a property line.

All accessory structures including but not limited to detached garages, storage buildings, greenhouses, gazebos, and play equipment shall be compatible with the dwelling to which it is appurtenant in terms of its design and composition. Treehouses are not permitted. All such structures shall be subject to approval by the Architectural Control Committee. In no instance shall an accessory structure exceed one (1) story in height or have total floor area in excess of ten percent (10%) of building area of the main dwelling.

An accessory storage structure that has a roof must be approved by the ACC. The ACC will approve design and location of the structure. An approved structure must be residential in form and type of construction with roofing, paint color, and other construction materials and details that match the dwelling. An accessory storage structure may not exceed six (6) feet in height and not exceed a floor area size of 8' x 10'. Metal and "barn-like" storage structures are prohibited.

Non portable basketball goals are permitted in the front yard provided they are located a minimum of twenty (2') feet from the street curb. The backboard attachment to the roof or other parts of the home is not permitted. Portable basketball goals are allowed provided they are stored in the residence's driveway no less than twenty (20') feet from the curb.

All pool and/or spa construction, including equipment, fences and gates must be in conformance with standards imposed by the City and approved by the ACC. All pool drains must not drain across common areas, open spaces or adjacent units without written approval of the ACC.

Above ground pools are not permitted.

ACC approval is not necessary for any antenna not more than one (1 m) meter in diameter. All other antenna must be approved by the ACC. Any approved antenna must be located in such a manner that it is not visible from any street or adjacent unit.

4.9 Exterior Building Materials and Design. At least 85% aggregate total of the exterior walls of a home must be masonry (stone, brick, stucco, or approved equal). If changes in the masonry configuration are made, the changes must be resubmitted with the site plan to the ACC for approval. This includes any masonry accents added around doors or windows, as well as a change in masonry types. This does not apply if the change is made from stone to brick, or vice versa.

Exterior building materials must be natural and authentic or specifically approved. Prohibited exterior materials include, but are not limited to exposed smooth-faced concrete blocks, plywood, log, plastic masonite sheeting, and metal siding (horizontal masonite lap is acceptable). Certain vinyl siding products may be considered but must be approved by the Architectural Control Committee.

Colors must be approved. Warm, earth-tone neutrals are required, with muted, complimentary colors suggested as accents. Different masonry color is required for the two dwellings immediately adjacent and the three (3) dwellings directly opposite from the subject dwelling. A masonry color, or one deemed too similar by the ACC, cannot be used more than twice in the eight (8) house block. Bright, flashy materials, such as reflective glass, are not permitted.

The same floor plan or elevation shall not be constructed within two (2) dwellings immediately adjacent or the three (3) dwellings directly opposite from the subject dwelling.

Address numbers must be clearly indicated on the front of the house. The use of pre-cast stone address blocks is encouraged.

Awnings on street facing elevations are not permitted. The Architectural Control Committee must approve all other awnings.

Entrances to dwellings should be clearly defined, protected by a covered porch sized at a minimum of four (4') feet in width and four (4') feet in depth, and integrated with the building design.

The use of new or innovative building materials is encouraged and, when compatible with these requirements, may be approved.

4.10 Foundations. Exposed foundations shall be limited to 12" in height on front elevations, as well as all other elevations facing streets (whether side or rear elevations). There shall be at least 4" of exposed foundation with no ground contact all the way around the structure.

The height of exposed foundation is limited to 24" on all other sides and rear elevations.

Along the front elevation, where there is exposed foundation, Owner/Builder shall plant shrubs or other plantings to immediately screen view of foundation from street. The soil used for such planting should not cover the 4" minimum exposed slab.

Exposed edges of all porches, including front porches, must be concealed by the finish grading process or veneered in masonry. If the house is complete and the foundation exposure exceeds the limits the Owner/Builder will be required to screen the exposed foundation with shrubs tall enough to immediately screen the foundation.

Masonry veneer may be deleted under rear yard decks, which are screened with wood lattice.

4.11 Roofs. Roofs must be an earth tone color. A range of earth tone shades in each neighborhood is recommended. Roofs in primary colors are prohibited.

Roofs must have pitched slopes that have a residential quality. Minimum roof pitch is 8 to 12 and maximum roof pitch is 12 to 12. Flat roofs and mansard roofs are prohibited. Gable and hip roofs are the only permitted roof forms. A variety of rooflines are encouraged, both throughout the neighborhoods and on individual dwellings. Consider varying both roof pitch and orientation.

Approved roof materials include:

- (A) 20 year minimum warranty laminated "Architectural" grade composition shingle
- (B) Concrete or clay tile
- (C) Slate
- (D) Metal, only with baked on non-reflective painted finish (no primary colors).

Prohibited materials include:

- (A) Asbestos
- (B) Wood shakes
- (C) Wood shingles
- (D) Corrugated metal and all types of reflective aluminum

Roof-mounted mechanical equipment should not extend above the highest architectural element or be mounted on any elevation facing the street. Flat panel solar collectors and skylights are allowed, provided these items are "in scale" with the building and do not create a visual eyesore. Skylights must not exceed ten percent (10%) of the entire roof area. Roof venting, stacks, and piping should be organized in a cohesive manner and should be located at the back side of the dwelling so that such devices are not visible from the street except as noted below:

- (A) In locations where the backside of the dwelling abuts a street, all exposed venting, stacks, and piping must penetrate the roof on interior side-yard facing elevations (where roof design allows).
- (B) Fixed dormer attic ventilating devices. Lift top turbine style ventilators are acceptable if they are not visible from streets, adjoining dwellings, or any other portion of the property subject to the Declaration. All such projections must match the color of the surface from which they project or must be an approved color.

Roof venting stacks and pipes and other penetrations should not distract from the overall roof elevation appearance. Projections must be trimmed square and clean.

Eaves and overhangs, designed to afford protection from the elements and provide shadow relief, are encouraged.

Gutters and downspouts should be of a simple design. Downspouts should match the adjacent siding material in color and must extend to grade. Gutters must be the same color as the eaves or roof color.

4.12 Chimneys. All exterior and interior chimneys must be constructed of 100% masonry product (brick, stone, stucco or approved substitution. "Hardi-Plank" is considered an approved substitution. In no case shall a metal flue be permitted to extend from a roof without an approved chimney material encasing it.

Chimney height must be designed as required by all applicable building codes and governing jurisdictions with regards to venting and fire safety.

Spark arrestors are required in all chimneys.

Simple geometric shapes are encouraged. Provide an adequate setback from tree limbs to prevent damage to the tree canopy.

All fireplaces installed in a house must be capable of burning wood and be properly vented by a chimney as described above.

4.13 Grading and Drainage. The overall grading and drainage system for Reatta Meadows has been designed to promote overland flow of run-off where possible. Site drainage handled by overland flow rather than within enclosed sewers is encouraged because of the cleansing and recharge properties of filtration and infiltration. There shall be no interference with the established drainage patterns of the Property, except by Declarant, unless adequate provision is made for property drainage and approved by the City and the Architectural Control Committee.

Grading must be done in conformance with the final plat notes. Minimizing cut and fill helps to preserve existing vegetation and the natural landform. Grading should be done so that changes in elevation are gentle and natural in appearance and retain an informal appearance by smooth variations in the contours.

4.14 Driveways and Parking. Vehicle parking location and driveway design should be functional and ancillary to the residential development.

Only one (1) driveway and approach (20 ft. maximum width) per unit is permitted on units with 100 ft. or less frontage and/or on a unit size of 15,000 sf. or less.

Space for two conventional passenger cars must be provided on the driveway without encroaching on the road or street sidewalk. Trailers, boats, campers, RV's etc are not permitted to be parked on the driveway or stored in public view.

Driveways shall comply with local ordinances and codes. Driveway and parking areas must be constructed at a minimum, with a textured finish; (i.e. broom or trowel finished concrete). Asphalt driveways and parking area are prohibited. The finished grading process must conceal exposed edges of driveways

and parking areas. A maximum of four (4) inches vertical exposure is allowed at these surfaces. Exposed areas exceeding four (4) inches in height must be faced (veneered) in a masonry material compatible with the exterior surface of the unit or with the driveway or landscape masonry materials or soil. Exposed aggregate concrete (washed), stamped concrete, decorative masonry, tile, or concrete pavers and/or banding are recommended materials for driveway surfaces.

4.15 Sidewalks and Entrywalks. Sidewalks shall be provided by Developer to meet at least the minimum sidewalk requirement of the local governing authority.

Owner/Builders are encouraged to use entry sidewalks creatively, varying the form and materials and integrating such walks with landscape plantings and landscape lighting.

Entry walks connecting onsite parking and the dwelling entry must be a minimum of 4 ft. wide.

If steps are necessary along the entry walk, they must occur in sets (or flights) with a minimum of 2 steps and a maximum of 5 steps per set. A landing of 4 ft. minimum is required between sets of steps. Maximum riser height is 5".

Exposed edges of sidewalks and porches (including front porches) must be concealed by the finish grading process or by use of landscape planters. A maximum of four inch (4") vertical exposure is permitted at these surfaces. Exposed areas exceeding four (4") inches in height must be faced (veneered) in a masonry material compatible with the exterior of the dwelling.

The use of accent paving materials, such as brick, exposed aggregate concrete, stamped concrete, concrete pavers, decorative masonry, or tile as panels or banding are encouraged to enhance the entry.

4.16 Retaining Walls, Freestanding Walls, and Fencing. Freestanding and retaining walls should provide a consistent appearance. All walls must be faced (veneered) with masonry (stone, brick, stucco, or approved equal) and should be designed as an integral part of the Lot development.

No retaining wall shall exceed four (4') feet in height unless a variance is obtained by the ACC.

No wall may be located in the front setback unless a variance is obtained. Any wall allowed in the front setback may not be more than three (3 ft) feet in height. All other allowed walls may not exceed six (6 ft) in height. A variance must be obtained to allow a wall higher than six (6 ft) feet in height.

Any freestanding wall must be designed as an integral part of the overall dwelling and site design. A wall may not be placed to line up with a front dwelling wall but must be offset by at least two (2 ft) feet. Walls that project in a way to reveal their thickness must return or terminate with a 12" column.

Fencing improvements include the construction and installation of any fence and appurtenances, as well as the demolition or voluntary destruction thereof.

The Architectural Control Committee must approve all fencing that deviates from the standard approved fencing, which is a cedar or redwood privacy fence having vertical slats with no gaps constructed to be at least six (6 ft) feet high. No fence shall be higher than six (6 ft) feet height without a variance Association. All fencing visible from a public road shall terminate in caps. The fence shall be placed at least two (2 ft) feet behind the front wall of the dwelling, and no nearer to any side street than the minimum setback line.

A fence may not be located within any building setback and must adhere to the City fencing regulations. In no case, shall a fence be permitted in a front setback, however if the proper variances are obtained from the City, the ACC shall additionally grant a variance for a fence to be located in a street side setback.

Fences abutting a street or which are visible from a street, permanent open space, or greenbelt must be constructed with the finished or smooth side facing the street or open space. These fences may be double-faced. Fences visible from a street can be solid privacy fences or wrought iron or other approved fencing by ACC.

Chain link fencing is not permitted except in areas specifically required by governing agencies or as originally constructed and installed by Developer. Any chain link fencing approved or installed by Developer shall be screened with approved fabric, mesh or landscape screening.

No plastic or wire fences are permitted.

4.17 Screening. Screening is required for transformers, lift stations, meters, air conditioning units, and garbage can storage areas. Items requiring screening should be located on the rear or side yards when possible. These elements should be integrated in the unit design. Garbage cans may be stored behind a wood privacy fence. Gates should be located nearest driveway side of house to more easily accommodate screening of garbage cans.

Approved walls, fencing or shrubs may be used as screening. If it is impossible to screen such equipment, where allowable, it must be painted to match house trim or masonry.

If using plant material as screening, the plants must be large enough upon installation to provide immediate screening. Any plant used as screening should be included on site plan during Approval Process.

Boats, RV's trailers, and other similar items must be stored in the garage or otherwise out of public from any street or other property or stored off-site.

4.18 Site Lighting. All dwelling unit entries shall be lit with a standard porch light. Any additional night lighting or landscape lighting must be positioned and properly hooded so as not to spill light onto adjacent properties.

The color of entry and landscape lighting must be white or off-white. No colored lenses or bulbs are allowed.

Pole mounted floodlights and high intensity lights are prohibited. Front yard residential scale coach or lamp type fixtures are encouraged. All other lighting must be attached to a permanent structure within the buildable area or placed and screened within and by the landscape materials. Above grade junction boxes must be hidden from view with a screening material.

4.19 Wood Decks. All proposed decks on either new or existing dwellings must be submitted for ACC approval. The deck plan should be included on the site plan or on an existing survey.

Decks are not permitted in the front yard.

The finished floor height for any deck may not exceed the finished floor height of the dwelling. Second story decks are prohibited.

Storage areas under decks must be screened with masonry or wood lattice or other approved material.

A. sprinkler system must be installed in the front yards of all lots.

4.20 Landscape Planting. All yards must be sodded within ten (10) days after occupancy to minimize soil erosion.

Install and maintain erosion controls as necessary on all unsodded yards to prohibit runoff onto adjacent property, until landscape improvements are completed.

A minimum of ten (10) 5-gallon shrubs must be installed in the front yard of the unit to enhance the appearance of the unit. On corner lots an additional six (6) shrubs are required in the street-facing side yard.

At least two (2) 3" caliper canopy species tree is required in front yards and two (2) 3" caliper tree is also required in a side yard having street frontage and are also required in rear yards which abut or are directly visible from a street. At least one (1) 3" caliper tree is required for all backyards. Caliper is measured three (3') feet above finish grade.

"Screening" shrubs are defined as shrubs contained in 5-gallon containers minimum.

At the time of installation, "screening" shrubs must be large enough to immediately screen any item from view of surrounding properties or right-of-way.

To maintain sight line corridors, shrub heights within the street right-of-way must not exceed thirty (30") inches in height at maturity.

Gravel will not be permitted as ground cover, except in side-yard areas and in conjunction with tree and shrub planting beds. In no case will gravel be permitted in areas where gravel can be viewed from the street.

Imitation or plastic plants, including synthetic turf materials, are prohibited.

The use of railroad ties in the landscape is prohibited. Only approved landscape edging materials shall be used for edging landscape beds or retaining soil.

ARTICLE V. REATA MEADOWS HOMEOWNER'S ASSOCIATION

5.01 Organization. Declarant has caused the formation and incorporation of the Association as a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall 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 upon 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.

5.03. Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of directors to the Board and on all other matters to be voted on by the Members shall be calculated as follows:

- (A) The Owner, whether one or more (including Declarant), of each Lot within the Property shall have one vote for each Lot so owned.
- (B) In addition to the votes to which Declarant is entitled by reason of Subparagraph 5.03.A of this Section, for every such vote Declarant shall have three (3) additional votes, and (2) for each part of the Property that has not been subdivided by plat recorded in the Official Records of Brazos County, Texas, Declarant shall have one (1) vote for each acre owned by Declarant. Declarant shall have the number described in this Section 5.03(B) until such time as all of the Property has been subdivided by plat and seventy-five percent (75%) of the Lots have been transferred by Declarant (the "Transition Date"). Thereafter, Declarant shall have only the votes, if any, to which it is entitled under Subparagraph (A) of this Section.

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 or 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) 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.
- (B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonable, necessary or appropriate to carry out Association functions.
- (C) Records. To keep books and records of the Association's affairs.
- (D) Assessments. To levy Assessments as provided in Article VII below.
- (E) 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 the Restrictions or for the purpose of erecting, maintaining or repairing any Improvement to conform to the Restrictions, and the expense thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered on 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 an 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 the Restrictions. The Association is also authorized to settle claims, enforced liens and take all such action as it may deem necessary or

expedient to enforce the Restrictions; provided, however, the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

- (F) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper for the operation of the Association.
- (G) 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.
- (H) Employees. To engage such employees as may be reasonably necessary in the management of the Association and the performance of its duties.
- (I) Enforcement. To enforce the terms and conditions of these restrictive covenants, including but not limited to, initiating legal action, to obtain compliance.

5.05. Landscape and Maintenance. The Association shall be authorized to landscape, maintain and repair easements, rights-of-way, common areas, entryways, sidewalks, paths, trails, 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 Declarant, 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 Declarant; and to maintain in good repair and condition all lands, Improvements, and other Association property owned by or leased to the Association, whether by Declarant 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 lands in Common Areas, whether or not improved, from Declarant 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 Declarant 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 Declarant 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, assessments of Members, or otherwise, or any combination thereof, as may be deemed appropriate by Declarant 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.

Nothing contained in this Subparagraph, however, shall be construed to permit use or occupancy of any Common Area or Improvement in a way that would violate applicable use and occupancy restrictions imposed by other provisions of this Declaration, or by any statute, rule, regulation, ordinance or other law of any governmental entity including but not limited to rules and orders of the Texas Water Development Board, Texas Water Commission, and any flood plain, industrial waste or other ordinance of the City of College Station.

- (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 and operate any and all types of facilities for both active and passive recreation.
- (5) To construct new Improvements or addition to Association properties, subject to the approval of the Architectural Committee as required in this Declaration.
- (6) To enter into contracts with Declarant 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 Declarant 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.
- (8) To merge with other associations having the same or similar purposes and objectives, or terms acceptable to the Board.

5.07 Agreement with City of College Station and County of Brazos. The Declarant, as the agent of the Association, or the Association, may enter into one or more agreements with the City of College Station or State of Texas or both, with respect to the landscaping and maintenance of portions of street rights-of-way, or the dedication of any drainage basin, park or other Common Area within the Property for municipal maintenance. The Association shall accept, without further requirement or documentation, said agreement and the requirements and benefits associated therewith, for any agreement reached by the Declarant.

5.08 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, arbitral, 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.

ARTICLE VI.

ARCHITECTURAL CONTROL COMMITTEE

6.01 The Architectural Control Committee. The Architectural Control Committee shall consist of not more than three (3) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Voting Members deem appropriate. The following persons are hereby designated as the initial Voting Members of the Architectural Control Committee: Darrel Munsey, Justin Munsey and Mark Golden. Any one or more of said members may appoint another person (including another member of said Committee) to act as his Agent on said Committee with full authority. Said committee shall maintain records of said appointment and its actions as Committee. In the event a member resigns or no longer serves for any reason, the remaining member shall select a replacement.

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

6.03 Advisory Members. The Voting Members may from time to time designate Advisory Members.

6.04 Term. Each member of the Architectural Control 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 Declarant's Rights of Appointment. Until the Transition Date described in Section 5.03, Declarant, its successors or assigns shall have the right to appoint and remove all Voting Members of the Architectural Control Committee, which persons need not be drawn from Association Members. Notwithstanding the preceding sentence, Declarant may delegate its right of appointment, or any portion thereof, to the Board by written instrument before such date. Whenever the Transition Date occurs, the Board shall have the right to appoint all Voting Members. At such time as the Board gains the right to appoint and remove Voting members of the Architectural Control Committee, or any portion of this right, a majority of the Voting Members so appointed shall be drawn from Members of the Association. Advisory Members shall, when reasonably possible, be drawn from Members of the Association.

6.06 Adoption of Rules. The Architectural Control Committee may adopt such procedural and substantive rules and guidelines, not in conflict with this Declaration, as it deems necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, and other similar codes.

6.07 Architectural Control. The Architectural Control 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 Control Committee or its agents or assigns shall have the right, but not the obligation to enter any Lot to determine if violations of this Declaration, the Residential Design Guidelines, or any other documents promulgated by the Architectural Control Committee or the Homeowner's Association exist. In so doing, the Architectural Control Committee shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry nor in any way shall the Association or its agent be liable for any accounting or other claim for such action. The Architectural Control Committee may, at its sole discretion, retain and/or delegate review of plans and specifications to a designated AIA architect or other such person or firm as may be designated by the Architectural Control Committee, experienced or qualified to review same, who may then render an opinion to the Architectural Control Committee. Approval of Plans and Specifications shall not cover or include approval for any other purpose and specifically, but without limitation shall not be construed as any representation as to or responsibility for the structural design or engineering of the improvements or the ultimate construction thereof. The Architectural Control Committee or its assignee, at its sole discretion and to the extent wherein not expressly prohibited by this Declaration and any amended or supplemental declaration, is hereby permitted to approve in writing deviations in the general use restrictions set forth in Article III in instances where, in its judgement, such deviations will result in a more common beneficial use and enhance the overall development plan for the Property. The approval of a deviation in the general use restrictions by the Architectural Control Committee does not obligate the Architectural Control Committee to approve a similar deviation at a later time. Notwithstanding any other provision contained herein, any dwellings, additions, or improvements erected or placed on any Lot shall be deemed to comply with the Residential Design Requirements of the Architectural Control Committee and related covenants contained in the Declaration unless the Architectural Control Committee so notifies the Owner otherwise in writing within four (4) years from the completion thereof. This provision, however, shall not be deemed a waiver of the right of the Architectural Control Committee or Declarant to enforce the continuing restriction of use contained herein.

The Architectural Control Committee shall have the authority hereunder to require any Owner or Owner's agents or contractors to cease and desist in constructing or altering any improvements on any Lot, where such actions have not first been reviewed and approved, constitute a violation of the Declaration, the Residential Design Requirements or any other documents promulgated by the Architectural Control

Committee. The violating Owner shall remove such violating improvements or site work at its sole expense and without delay, returning same to its original condition or bringing the Lot into compliance with the Declaration, Architectural Control Committee documents and any plans and specifications approved by the Architectural Control Committee for construction on that Lot. **This Declaration is notice of such approval requirements and, by purchasing a Lot, Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved.**

Written notice may be delivered to Owner or any agent or contractor with apparent authority to accept same and notice shall be binding on Owner as if actually delivered to Owner.

The Architectural Control Committee shall have the right to set reasonable time constraints for both the commencement and completion of construction, which constraints shall be no less than ninety (90) days to commence construction and nine (9) months to complete construction from the date of approval granted by the Architectural Control Committee. If construction fails to start before the designated commencement date or is not completed before the designated completion date the plans shall be deemed not approved.

The Architectural Control Committee has the right to charge a review fee, to be established by the Board of Directors, for review of any plans or specifications submitted for approval to the Architectural Committee.

6.08 Actions of the Architectural Control Committee. The Architectural Control 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 on the Architectural Control Committee. In the absence of such designation, the vote of a majority of all the members of the Architectural Control Commission taken without a meeting, shall constitute an act of the Architectural Control Committee.

6.09 No Waiver of Future Approvals. The approval or consent of the Architectural Control 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 Control 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 Control Committee may at it's option inspect all work in progress to insure compliance with approved Plans and Specifications.

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

6.12 Address. Plans and Specifications shall be submitted to the Architectural Control Committee in care of the Association, or in care of such other person at such other address as may be designated by Declarant or the Board, as the case may be, from time to time.

6.13 Certificate of Compliance. Upon completion of any Improvement approved by the Architectural Control Committee and upon written request by the Owner of the Lot, the Architectural Control 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 Control Committee. The Certificate shall not be construed to certify the acceptability or sufficiency of, or endorsement by, the Architectural Control 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 Control 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 Control Committee or its designated representative fails to approve or disapprove any Plans and Specifications within fifteen (15) days after the same have been submitted to it, complete with all other information requested by the Architectural Control 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 the 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 Control 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 Government Agency Approval. Nothing in this Declaration shall be construed to relieve the Owner from securing such approvals, certificates and/or permits as may be required by law in connection with the construction of any improvements on any Lot.

6.17 Relationship with Association. The Architectural Control Committee has been created pursuant to this Declaration to perform certain functions specified herein relative to the review and approval of Plans and Specifications for improvements built on the Property. The Architectural Control 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 Control Committee, and (ii) the Board shall by unanimous resolution, duly recorded in the records of the Association, make the Architectural Control Committee a committee of the Board in accordance with the Texas Non-Profit Corporation Act.

ARTICLE VII

FUNDS AND ASSESSMENTS

7.01 Assessments.

1. 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 between all Lots, provided, however, that no Assessments hereunder shall be levied against Declarant.

2. 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.

3. 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 this Declaration, including but not limited to the cost of maintenance of all entryways, landscaping, greenbelts, common areas, median strip, and right-of-way maintenance, the cost of enforcing the Covenants and Restrictions, and reasonable provisions for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's funds. Assessments sufficient to pay such estimated 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. All such regular Assessments shall be due and payable to the Association on or before the first day 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.

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 its mandatory functions of the Association under this Declaration. The amount and due date of any special Assessments shall be at the reasonable discretion of the Board.

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 7.01A 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. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section 7.05 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust filed of record, securing on either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination shall be effectuated by an officer of the Association, duly authorized by the Board. To

evidence an Assessment lien, the Association may 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 shall be signed by an officer of the Association, duly authorized by the Board, and shall be recorded in the office of the County Clerk of Brazos County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent, and may be enforced subsequent to the recording of a notice of Assessment lien as provided above, by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage secured by a deed of trust on real property, or the Association may institute suit against the 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, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the Property at foreclosure 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 shall report to said Mortgagee the status of any Assessments relating to the Mortgagee's mortgage and remaining unpaid for longer than thirty (30) days after due.

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 Declarant 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 Declarant conveying any part of the property. Declarant reserves the right to make changes in and additions to the said easements and right-of-way for the purpose of most effectively, efficiently and economically developing and marketing the property. Further, Declarant 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, common areas, rights-of-way and easements for public utility purposes (including, without limitation, gas, cable, 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 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 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 responsible. Neither Declarant nor any utility company using the 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 Areas. The surface of easement areas for underground utility services may be used for planting shrubbery, trees, lawns or flowers. However, neither the Declarant 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, or their respective agents, employees, servants or assigns, to any of the

aforesaid vegetation as a result of any activity reasonably 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 Control 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 Control Committee.

8.05 Blanket Easement. An easement is hereby retained in favor of the Association over all Lots and the Common Area for the purpose of enforcing the Reatta Meadows Residential Restrictions in accordance with Section 5.04(E) hereof, and for the construction of a common cable television system, a common sprinkler system, maintenance of landscaping, or any other item for the common benefit of the Owners. An easement is further granted for the purpose of repairing and maintaining any such system so constructed. An entry upon any lot of the Common Areas to effectuate the foregoing purpose shall not be deemed as trespass.

ARTICLE IX

MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until June 30, 2024, unless amended as herein provided. After June 30, 2024, 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 9.03 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.

9.02 Dissolution. Upon termination of this Declaration in accordance with Section 9.01 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 any 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.

9.03 Amendment.

(A) By Declarant. This Declaration may be amended by the Declarant, acting alone, until the Transition Date (defined in Section 5.03). No amendment by Declarant shall be effective until there has been recorded in the Official Records of Brazos County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the Secretary of the Association, certifying that the Declarant had the requisite number of votes.

(B) By Owners. After the Transition Date (defined in Section 5.03), this Declaration may be amended by the recording in the Official Records of Brazos County, Texas, 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 sixty percent (60%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof.


9.04 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 or 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.

9.05 Severability; Construction. If it is found that any provision contained in this Declaration is in violation of any law, then such provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law. The invalidity, illegality or unenforceability of any provision of this Declaration shall not affect any other term or provision hereof and the terms and provisions hereof shall thereafter be construed as if such invalid, illegal or unenforceable term of provision had never been contained herein.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 18 day of June, 2004.

BARRON ROAD MEADOWS, L.P., a Texas limited partnership

By: JLM Development Group, L.L.C., a Texas Limited liability company, its sole general Partner

By:  _____
Darrel Munsey, President

THE STATE OF TEXAS

COUNTY OF BRAZOS

This Instrument was acknowledged before me on the 18 day of June, 2004, by Darrell Munsey, President of JLM DEVELOPMENT GROUP, L.L.C., a Texas limited liability company, the sole general partner of BARRON ROAD MEADOWS, L.P., a Texas limited partnership, on behalf of said partnership.




Notary Public, State of Texas