

GF# 53567 DLS

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

FACTS

PAUL K. WOODS, hereinafter called the Declarant, is the owner of that real property in Brazos County, Texas, which is more particularly described in Exhibit "A", "B", and "C", attached hereto and made a part hereof (the "Property"); and

The Declarant desires to convey the Property subject to certain protective covenants, conditions, and restrictions, as hereinafter set forth; and

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

DECLARATION

Considering the facts, it is hereby declared (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, and restrictions, 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 (called "Owner" herein) 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 1

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

- 1.01 Residential Use. All Lots shall be improved and used solely for non-commercial, single family residential purposes inclusive of a garage, fencing and such other improvements as are necessary or customarily incident to rural residential use. No Owner shall occupy or use his property or any improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose, other than as a single family residence. All tracts within the Property shall be used and improved solely for single family residential purposes. Commercial activities are prohibited.

- 1.02 Construction in Place. Manufactured housing shall not be allowed on the Property. Manufactured housing means mobile homes, prefabricated houses, and the like.

- 1.03 Set-back Requirements. After the date hereof, no building may be located or erected on the Property nearer to any common property line than 75 feet. 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.
- 1.04 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, or wild animals, within the ordinary meaning and interpretation of such words, may be kept or maintained on the Property except as follows: A reasonable number of cows and horses shall be allowed, provided (i) outbuildings constructed or installed after the date hereof for such use shall not be located within seventy-five (75) feet of any property boundary line, and (ii) the raising of cows and horses may be only the number necessary to preserve the exemption from ad valorem taxes for agricultural use. 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.
- 1.05 Compliance. Each Owner shall comply strictly with the provisions of this Declaration. Failure to comply with this Declaration shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by any aggrieved Owner.

ARTICLE 2

- 2.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until September 15, 2050, unless amended as herein provided. After September 15, 2050, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or terminated by a written instrument executed by the Owners of all of the tracts within the property then subject to this Declaration, filed of record in the Official Records of Brazos County, Texas.
- 2.02 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.
- 2.03 Enforcement and Nonwaiver.
- (A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, shall have the right to enforce any and all of the provisions of the Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. The prevailing party in any action to enforce the Declaration shall recover attorney fees from the non-prevailing party.
- (B) Nonwaiver. The failure to enforce any provision of the Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

2.04 Construction.

- (A) Restrictions Severable. The provisions of the Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.
- (B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine, and neuter.
- (C) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles.
- (D) Choice of Law. This Declaration shall be construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 28 day of Sept., 2005.

[Signature]
PAUL K. WOODS

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on the 28 day of September 2005, by PAUL K. WOODS.

[Signature]
NOTARY PUBLIC, State of Texas

