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STATE OF TEXAS §
COUNTY OF BRAZOS §

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DECLARATION
OF
COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS
OF
GREEN BRANCH RIDGE PHASE I

WHEREAS, BEARD FAMILY PARTNERSHIP, a Texas Limited Partnership, Declarant, is the owner of all that certain tract of land in Brazos County, Texas, which has been heretofore, platted, subdivided and designated as GREEN BRANCH RIDGE according to the map or plat thereof filed of record at _____ in the Official Records of Brazos County, Texas;

WHEREAS, BEARD FAMILY PARTNERSHIP desires to create and provide for the development, improvement and maintenance of said GREEN BRANCH RIDGE for the mutual benefit and pleasure of the present and future property owners in such subdivision, and to protect the property values within such subdivision by imposing upon and against all of the designated lots therein the covenants, reservations, restrictions and other provisions hereinafter set forth.

NOW, THEREFORE, BEARD FAMILY PARTNERSHIP does hereby make, adopt and establish the following reservations, restrictions, declarations, easements, limitations, charges, agreements, covenants, conditions and stipulations, each of which shall be applicable to GREEN BRANCH RIDGE.

I.

Definitions

1. The following terms when used herein shall have the following meanings:
 - a. "PARTNERSHIP" shall mean Beard Family Partnership, a Texas limited partnership, its successors and assigns.
 - b. "SUBDIVISION" shall mean Green Branch Ridge.
 - c. "RECORDING DATE" shall mean the date upon which this document is filed of record in the Official Records of Brazos County, Texas.

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- d. "LOT" or "PARCEL" shall mean those plots of land shown on the map or plat of the subdivision filed of record in the Official Records of Brazos County, Texas.
- e. "OWNER" shall mean and refer to the record OWNER, whether one (1) or more PERSON(S) or entities of the fee simple title to any LOT in the SUBDIVISION, or any part or interest therein. OWNER shall not mean or refer to any mortgagee, under any applicable theory of mortgage, unless and until such mortgagee has acquired legal title pursuant to foreclosure or any proceeding in lieu of foreclosure. The term OWNER shall further include any PERSON or entity claiming title to any LOT or portion thereof by adverse possession, any PERSON or entity leasing, renting or otherwise occupying any LOT or part thereof, and/or any PERSON or entity claiming interest in a LOT or part thereof under a contract of sale.
- f. "COMMITTEE" shall mean and/or refer to the Architectural Control Committee established under the provisions of this document, its successors and assigns.
- g. "ASSOCIATION" shall mean and refer to Green Branch Ridge Preservation Association, Inc., a Texas non-profit corporation, provided for in this document, its successors and assigns.
- h. "COMMON AREAS" shall mean all real property owned by the ASSOCIATION for the common use and enjoyment of the OWNERS.
- i. "IMPROVEMENT" shall mean every structure and all appurtenances thereto of every type and kind, including, but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, fences, garages, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, pumps, walls, tanks, reservoirs, pipes, meters, antennae, towers and/or other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, satellite, t.v., antennas, and/or other utilities.
- j. "PERSON(S)" shall refer to any natural person, individual(s), and/or any other entity unless the context indicates otherwise having the legal right to hold title to real property.
- k. "PLANS" and "SPECIFICATIONS" shall mean any and all documents designed to guide or control the construction or erection of any IMPROVEMENT, including, but not limited to, those indicating location,

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size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such **IMPROVEMENT**.

- l. References to the singular shall include the plural, and the plural shall include the singular.
- m. Terms utilizing bold, capital letters are used as defined terms. Terms utilizing regular upper and lower casing are used generically unless otherwise indicated.

II.

Restrictions

For the purpose of creating and carrying out a uniform plan for the parceling and sale of **GREEN BRANCH RIDGE** as a district set aside for residential homes and certain other uses accessory thereto, the following restrictions, including without limitation restrictions, covenants, declarations, easements, limitations, charges, agreements, and conditions (hereafter collectively called the "Restrictions"), are hereby established and adopted to apply uniformly to use, occupancy and conveyance of all the **PARCELS** in **GREEN BRANCH RIDGE**. Every contract, deed or conveyance which may be hereafter executed with regard to any of the property in the **SUBDIVISION** shall be conclusively deemed to have been executed, delivered and accepted subject to the following Restrictions, even if the Restrictions are not set out in full and are not incorporated by reference in such contract of sale, deed, lease or other transfer of and interest in any such **PARCEL**.

A. Building and Construction Restrictions

- 1. Except as herein otherwise provided, each **PARCEL** in the **SUBDIVISION** shall be used only for non-commercial residential and recreational purposes. Only single family residential dwellings and appurtenances ordinary to residential living shall be permitted. To this end, without limitation, the following structures may not be built on any **PARCEL**: hospitals, clinics, rest homes, duplex houses, apartment houses, garage apartments, mobile homes, hotels, or any retail, wholesale, or other business or commercial establishment of any kind or nature;
- 2. No residence shall be constructed on any **PARCEL** that has an under roof living area of less than two thousand (2,000) square feet, excluding porches, garages, patios and the like;

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3. No **IMPROVEMENT** greater than thirty-two (32) feet in height may be constructed on any **LOT** without the prior written approval of the **COMMITTEE**. For purposes of this paragraph, height shall be measured from the foundation slab of the proposed **IMPROVEMENT** to the ridge line of the roof of the proposed **IMPROVEMENT**;
4. All single family dwellings shall be of recognized standard construction quality, and all exteriors (exclusive of doors, windows and similar openings) shall be constructed of at least sixty-five (65%) percent masonry or other material specifically approved in writing by the **COMMITTEE**. Masonry includes ceramic tile, brick, rock and all other materials commonly referred to in the Bryan, Texas area as masonry. The use of prefabricated materials, including antique homes moved from other locations, shall not be allowed;
5. The surface of all roofs of principal and secondary structures shall be approved wood shingle, shakes, tile, quality composition shingle, or approved metal roof. The **COMMITTEE** shall have authority to approve other roof treatments and materials when in its determination such treatments and materials in the form utilized will not be a detriment to the quality of the **SUBDIVISION**;
6. In the event an **OWNER** desires to use solar panels or other solar equipment in connection with the use of any **LOT**, the location and installation design thereof shall be submitted to the **COMMITTEE** and approval of such design, including the aesthetics thereof, shall be required before construction may begin;
7. The **COMMITTEE** shall have the right to impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads, streets or private driveway within the Property. All driveways must be paved using concrete, laydown asphalt, oil seal coat, or other materials approved by the **COMMITTEE**;
8. The **COMMITTEE** shall have the right to approve the location of any tank used or purposed 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 other portion of the Property;
9. Only one single family dwelling and appurtenances thereto such as garages and barns may be placed or constructed on each of the **PARCELS** as platted as of the **RECORDING DATE**. No tent, shack or other temporary building

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IMPROVEMENT or structure shall be placed upon the Property without the prior written approval of the COMMITTEE; provided, however, that the COMMITTEE may maintain or authorize temporary structures necessary for storage of tools and equipment, and for office space for architects, and foremen on the Property during any period of actual construction, which authorization, if given, shall include the nature, size, duration and location of such structure or structures;

- 10. Except for Lots 2, 3, 4, 5, 6, 11, 12 and 13, no building or structure shall be located on any PARCEL nearer to the front property line than fifty feet (50') or nearer to either side property line than twenty-five feet (25') or nearer to the back property line than fifty feet (50'). Provided, however, fences may be built across the back of the property and along the sides of the property without restrictions as to setback except that no fences may be constructed anywhere on the property between the front property line and the front of any residence built on the PARCEL. The COMMITTEE shall have the authority in its sole and absolute discretion to grant variances from these stated set-back requirements and fence locations from time to time upon request and when in the opinion of the COMMITTEE to do so would not constitute a detriment to the quality of the SUBDIVISION.
- 11. As to Lots 2, 3, 4, 5, 6, 11, 12 and 13, no building or structure shall be located on any PARCEL nearer to the front property line than two hundred feet (200') or nearer to either side property line than twenty-five feet (25') or nearer to the back property line than fifty feet (50'). Provided, however, fences may be built across the back of the property and along the sides of the property without restrictions as to setback except that no fences may be constructed anywhere on the property between the front property line and the front of any residence built on the PARCEL. The COMMITTEE shall have the authority in its sole and absolute discretion to grant variances from these stated set-back requirements and fence locations from time to time upon request and when in the opinion of the COMMITTEE to do so would not constitute a detriment to the quality of the SUBDIVISION.
- 12. Drainage structures where required under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water, and shall be a minimum for each LOT or PARCEL as outlined below:

- | | |
|--------------------------------|-----------------------------------|
| Lot 1 - fifteen inches (15"); | Lot 9 - twenty-four inches (24"); |
| Lot 2 - eighteen inches (18"); | Lot 10 - fifteen inches (15"); |
| Lot 3 - fifteen inches (15"); | Lot 11 - fifteen inches (15"); |
| Lot 4 - fifteen inches (15"); | Lot 12 - fifteen inches (15"); |

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Lot 5 - fifteen inches (15");	Lot 13 - fifteen inches (15");
Lot 6 - fifteen inches (15");	Lot 14 - fifteen inches (15");
Lot 7 - eighteen inches (18");	Lot 15 - fifteen inches (15");
Lot 8 - eighteen inches (18");	Lot 16 - fifteen inches (15").

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or such larger diameter as the COMMITTEE shall require. The ends of all pipe culvert placed under private driveways must be constructed using 45° concrete headwalls.

13. No building material of any kind or character shall be placed or stored upon any PARCEL more than thirty (30) days before construction of a building or IMPROVEMENTS. All materials shall be placed within the building lines as established above. At the completion of such building or IMPROVEMENT, excess or scrap material must be immediately removed from the premises.
14. No stumps, trees, underbrush, or any refuse of any kind and/or scrap material from IMPROVEMENTS being erected on any PARCEL shall be placed on any other PARCEL, or on streets or easements.
15. Exposed openings resulting from any excavation made of any PARCEL shall be backfilled and the disturbed ground shall be leveled. No change of elevation on any PARCEL greater than five feet (5') shall be made without the approval of the COMMITTEE.
16. No residential dwelling shall be built without a State of Texas approved septic tank or other sewage disposal system that is so approved; and
17. The COMMITTEE may approve or disapprove, for any reason or no reason, at its sole discretion any item in II.A. 1-16 above.

B. General Restrictions

1. No noxious or offensive trade or activity shall be carried on upon any PARCEL nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
2. No commercial activity of any kind shall be conducted on any LOT within the SUBDIVISION. "Commercial Activity" shall include but not be limited to, the offering for sale of any product or service, or the manufacture or growth of any product, for purposes of sale, without regard to whether such activities are conducted in or from residential dwellings or otherwise. Notwithstanding the above, consulting or similar in-home business activities

that have limited customer activity shall be allowed. The ASSOCIATION shall have the right and power to stop or restrict any such in-house business activity if the ASSOCIATION determines in its sole discretion that the business or activity is detrimental to the SUBDIVISION.

- 3. No animals, livestock, bees or poultry or any kind shall be raised, bred or kept on any LOT except that dogs, cats, or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other Owners. No more than four (4) animals shall be kept as household pets. No Owner shall permit any dog, cat or other domestic pet under his ownership or control to leave such Owner's LOT unless such pet is leashed and accompanied by a member of such Owner's household.
- 4. No sign(s), except sign (s) advertising property for sale and/or rent (not exceeding five (5) square feet in size), advertisement billboard, and/or advertising structure of any kind may be erected or maintained on any PARCEL without the consent in writing of the COMMITTEE. Members of the COMMITTEE shall have the right to enter and remove any such signs, advertisement or billboard or structure which is placed on any PARCEL without said consent, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.
- 5. No part of the SUBDIVISION shall be used or maintained as dumping grounds for rubbish, trash, or garbage. Equipment for the storage or disposal of such material(s) shall be kept in a clean and sanitary condition. No trailer(s), recreational vehicle(s), tent(s), boat(s) and/or stripped down, wrecked, junked, or otherwise wholly inoperable vehicle shall be kept, parked, stored, and/or maintained on any portion of the driveway and/or front yard in front of the building line of the permanent structure. Same shall be kept, parked, stored or maintained on other portions of a LOT only within an enclosed structure or a screened area which prevents the view thereof from adjacent LOTS or streets. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street.
- 6. OWNERS shall not permit the accumulation of trash, rubbish, weeds, or other unsightly obstacles on their PARCELS or on the easements or on any alley or the streets abutting the same. Each OWNER shall be responsible for proper disposition of his trash and garbage. OWNERS shall keep the drainage easements free of obstructions.

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7. After commencement of construction of any structure or **IMPROVEMENT**, the work thereon shall be diligently prosecuted to the end that the structure or **IMPROVEMENT** shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof;
8. All fencing shall be of such size, design, material and color, and in such location, as is specifically approved by the **COMMITTEE**. Visible fencing shall be constructed of pipe, board, or any material approved by **COMMITTEE**. In the event **OWNER** paints a fence, **OWNER** shall maintain said fence by repainting and repairing as is reasonably necessary.
9. No act may be performed which is likely to pollute the air or water in any part of the **SUBDIVISION**, nor may any property **OWNER** violate any ordinance designed to eliminate pollution whether it be State, County or City Ordinance.
10. No firearms or fireworks may be discharged in the **SUBDIVISION** or on any **PARCEL**, easement or common areas without the prior written consent of **COMMITTEE**.
11. Representative of the **ASSOCIATION** or the **COMMITTEE** may from time to time at any reasonable hour, enter and inspect any part of the **SUBDIVISION** to ascertain compliance with this document or any amendments hereto.
12. No oil or gas drilling, development, refining, quarrying or mining operations of any kind shall be permitted on any **LOT**, nor shall any tanks, tunnels, mineral excavations or shafts be permitted on any **LOT**. No derrick or other structures designed for use in boring or drilling for oil, natural gas, or other mineral shall be erected, maintained, or permitted on any **LOT**. Notwithstanding the foregoing each **OWNER**, by its acquisition of a parcel of the **SUBDIVISION**, hereby acknowledges that the mineral estate in and under the **SUBDIVISION** has been reserved by predecessors in title to the Property, and that such predecessors in title may have certain rights provided by law.
13. Mailboxes shall be erected and maintained on each **LOT** upon which a residence is situated, and shall be fixed on masonry stanchion (columns), approved by the **COMMITTEE**. No metal post stands are permitted. Each mailbox shall be new when installed, constructed of durable steel or aluminum, and of a size and shape conforming to postal authority standards for single family residential postal depositories. Mailboxes shall be located in accordance with postal regulations.

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- 14. The COMMITTEE may approve or disapprove, for any reason or for no reason, at its sole discretion any item in II.B., 1 through 13 above.

III.

Architectural Control

- 1. There is hereby created the Architectural Control Committee which shall consist of three (3) members. The initial Architectural Control Committee is composed of:

James L. Beard	Darlynne Beard	Nancy Cochran
9471 Steephollow Road	9471 Steephollow Road	8100 Ranch Road 2222
Bryan, Texas 77808	Bryan, Texas 77808	Austin, Texas 78730-2311

A majority of the Architectural Control Committee may designate representatives to act for it. In the event of the death or resignation or failure to serve by any member of the COMMITTEE, the remaining members shall have full authority to designate a successor. Neither the members of the COMMITTEE nor its appointed representatives shall be entitled to any compensation for services rendered pursuant to this covenant. After ten (10) years from the date of this instrument, or at such earlier time as the majority of the COMMITTEE shall determine, the power to designate members of the Architectural Control Committee will automatically pass to the ASSOCIATION. The COMMITTEE'S approval or disapproval as required by the Restrictions shall be in writing.

- 2. No IMPROVEMENT of any kind shall be erected, placed or altered in the exterior design after being erected or placed on or attached to any PARCEL in the SUBDIVISION until the construction plans, landscaping plans, or other plans, specifications and a plot plan showing the location and size of such IMPROVEMENT have been submitted to the COMMITTEE, or its designated representatives as to the harmony of external design with the existing structures on PARCELS in the SUBDIVISION, as to type of exterior materials and exterior paint colors, as to quality of workmanship and materials, and as to locations with respect to topography and finished ground elevations, and compliance with all applicable provisions of this document, and general compatibility within the SUBDIVISION. IMPROVEMENTS used herein shall include, but not be limited to, building(s), fences, towers, antennas, porches, decks, walls, swimming pools, water wells, playground equipment, outdoor cooking or eating facilities of a permanent nature, docks, piers, barns, silos, cages, sheds, streets, alleys, excavations and other earth movement. The COMMITTEE may require a reasonable fee for performing the functions herein prescribed and may disapprove plans, specifications, designs and plot plans for failure to pay such fee. Such fees shall be used by the COMMITTEE to discharge actual expenses incurred by the COMMITTEE. After approval in writing has been given, the erecting, placing or altering of the IMPROVEMENTS

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on any PARCEL shall be made only in accordance with the approved plans, specifications and plot plans, unless variations or changes are also approved in the same manner.

3. Neither the ASSOCIATION nor the members of the COMMITTEE, representatives, and/or their successors or assigns, shall be liable in damages to anyone submitting plans to them for approval, or to any OWNER or lessee of any PARCEL affected by these Restrictions, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the COMMITTEE for approval agrees by submission of such plans, and every OWNER or lessee of any PARCEL within the property agrees by acquiring title thereto or interest therein, that he will not bring any action or suit against the ASSOCIATION, the members of the COMMITTEE, or its representatives, to recover any such damages.

4. At the option of a majority of the COMMITTEE, all of the powers, rights, duties and responsibilities of said COMMITTEE may be transferred to the ASSOCIATION; and in such event the ASSOCIATION shall appoint a representative or representatives to perform all functions of the COMMITTEE. Said representative or representatives shall be the successor of the COMMITTEE.

IV.

Green Branch Ridge Preservation Association

1. The ASSOCIATION, a Texas non-profit corporation, shall be incorporated with its initial registered office in Brazos County, Texas, and with its principal office located at 9471 Steephollow Road, Bryan, Texas 77808.

2. PARTNERSHIP shall cause the ASSOCIATION to be incorporated, and PARTNERSHIP shall have the power to elect all members of the Board of Directors and to fill any vacancies occurring therein until PARTNERSHIP has conveyed by deed, in the aggregate, eighty percent (80%) of the LOTS in Green Branch Ridge and any future acreage developed under a common scheme or plan of development by PARTNERSHIP, according to map or plat filed in the Official Records of Brazos County, Texas. Once eighty percent (80%) of the LOTS have been so deeded, the membership of the Board of Directors shall be determined by majority vote of the land OWNERS of record that are subject to a required maintenance charge payable to the ASSOCIATION. PARTNERSHIP may elect to transfer power to elect the Board of Directors to said record OWNERS at any earlier time.

3. The ASSOCIATION shall have powers and functions provided by applicable law, its Articles of Incorporation, its Bylaws, as heretofore or hereafter amended, respectively, and such other powers as set forth herein, including without limitation, at its option, the right to maintain streets, lakes, utilities, recreational areas; to provide for garbage pickup (at a cost to the individual property OWNERS if the Maintenance Fund is insufficient for this purpose), hire police protection,

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furnish power or gas for street lighting, maintain esplanades, and other common areas; and to establish rules and regulations for the use of SUBDIVISION facilities, specifically erected and installed and designated to be controlled by the ASSOCIATION. The ASSOCIATION shall administer the Maintenance Fund hereinafter provided.

4. LOT ownership and membership in ASSOCIATION shall be inseparable. Transfer of a LOT automatically transfers membership in the ASSOCIATION and all rights of the transferor with respect to the COMMON AREAS and facilities to which ownership of such LOT relates.

5. If PARTNERSHIP develops further acreage under a common scheme or plan of development, as PARTNERSHIP, the ASSOCIATION may require such property OWNERS to be members of the ASSOCIATION and they shall have equal voting rights therein on the same basis as OWNERS of property in this SUBDIVISION.

V.

Maintenance Charge

1. Each PARCEL in GREEN BRANCH RIDGE is hereby subjected to an annual maintenance charge of Fifty and No/100 Dollars (\$50.00) payable in advance by the OWNER of each PARCEL on the first day of January of each year, beginning 2001, and each succeeding year thereafter until terminated as provided below, to the ASSOCIATION, its successors and assigns, for the purpose of creating a fund described below, known as the "Maintenance Fund". Where any PARCEL is owned by more than one person or entity, said maintenance charge shall be payable by all such OWNERS, jointly and severally. The maintenance charge shall be prorated at closing between purchasers and sellers of PARCELS in the proportion that the remaining months of the calendar year bear to the whole year. By acceptance of a deed or other instrument of conveyance, or by any other claim of legal title to any PARCEL or portion thereof, each OWNER agrees and consents to the maintenance charge and the liens as provided herein. The maintenance charge shall be paid for each year from 2001 through 2011 and shall be extended automatically for successive periods of ten (10) years unless before the 31st day of December, 2011, or before the 31st day of December of any tenth year thereafter, the OWNERS of record of a majority of the PARCELS in the SUBDIVISION vote to discontinue or otherwise change such charge by written instrument which shall be signed and acknowledged by the OWNERS of record of a majority of the PARCELS and recorded in the Official Records of Brazos County, Texas.

2. The ASSOCIATION shall have a lien against any PARCEL for which the annual maintenance charge provided herein shall not be paid effective upon the thirtieth (30th) day following the date said maintenance charge became due and payable. The amount of said lien shall be for the amount of the maintenance charge then due, owing and unpaid plus an additional delinquency charge of twelve percent (12%) per annum of the unpaid balance accruing from the date said maintenance charge became due and payable. The ASSOCIATION shall have the right to evidence the existence of this lien by filing a sworn and acknowledged statement of lien in the Official Records of Brazos

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County, Texas, but the failure of the ASSOCIATION to so file a statement of lien shall not affect the validity of the lien as between the ASSOCIATION and the OWNER.

3. The maintenance charge shall be used to pay "maintenance expenses" which shall include, without limitation, expenses incurred for any easements, streets, sidewalks, paths, fences, lakes, parkways, stables, tracks, pools, lodge, esplanades, and any structures, facilities or area which can be used by all OWNERS which in the opinion of the ASSOCIATION would benefit the SUBDIVISION as a whole; collecting and disposing of garbage, ashes, rubbish and the like in said areas (other than garbage, ashes, rubbish and the like from constructed residential dwellings), caring for vacant PARCELS subsidizing bus or transportation service, employing watchmen or any other action deemed desirable to protect persons and property, payment of legal and all other expenses in connection with the operation of the ASSOCIATION, and the enforcement of all recorded charges, restrictions, covenants, agreements and conditions affecting the property to which maintenance charges apply, payment of all expenses in connection with the collection and administration of the maintenance charges, and doing any other things necessary and desirable in the opinion of the ASSOCIATION to keep property neat and in good order of which it considers of general benefit to the SUBDIVISION. The act of the ASSOCIATION and its expenditures of the Maintenance Fund shall be final so long as it acts in good faith.

4. The ASSOCIATION may increase or reduce the maintenance charge from time to time by action applied uniformly to all PARCELS in the SUBDIVISION as provided below.

5. From and after January 1, 2001, the ASSOCIATION'S Board of Directors, at its next annual or special meeting and at each annual meeting thereafter, shall set the amount of the annual assessments for each year for each LOT, taking into consideration the current maintenance costs and future needs of the ASSOCIATION; except, however, the monthly assessments may not be increased in any one year by more than twenty percent (20%) of the then existing annual assessment, except on the affirmative vote of OWNERS entitled to cast two-thirds (2/3) of the votes as the ASSOCIATION, in person or by proxy, at a meeting duly called for such purposes.

6. PARTNERSHIP shall not be liable or in any way responsible for the payment of any maintenance charge provided for herein.

VI.

Special Assessments for Capital Improvements

1. In addition to the annual assessment for maintenance charges authorized above, the ASSOCIATION may levy in any assessment year, special assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the COMMON AREA, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a three-fourths (3/4) majority of the votes of the members who are voting in person or by

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proxy at a meeting duly called for this purpose. Written notice of a meeting called for this purpose shall be sent to all members not less than thirty (30) days not more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting and the proposal to be voted on.

2. No special assistance for capital improvements shall be made under this provision prior to the time the membership of the Board of Directors of the ASSOCIATION is determined by majority vote of the land OWNERS of record.

3. The Special Assessments shall be payable by the OWNERS on the dates and terms as may be established by the ASSOCIATION. The ASSOCIATION may also provide for a lien against any PARCELS for which the special assessment remains unpaid.

VII.

Subordination of the Lien to Mortgages

The liens of the assessments provided for herein shall be subordinate to the lien of any first mortgage and/or mortgages granted or created by the OWNER of any LOT to secure payment of monies advanced and used for the purpose of purchasing and/or improving such LOT. Sale or transfer of any LOT or and LOT pursuant to a foreclosure under such purchase money or IMPROVEMENT mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such LOT from liability for any assessments thereafter becoming due or from the lien thereof. No extinguishment of the lien shall relieve the delinquent LOT OWNER from his/her personal obligation and liability for all assessments due and unpaid.

VIII.

Effect of Non-Payment of Assessments: Remedies of the Association

Any assessments and charges which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date., the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. The ASSOCIATION may bring an action at law against the OWNER or member personally obligated to pay the same, or foreclose the lien against the property. Any interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each OWNER, by his acceptance of a deed to a LOT, hereby expressly vests in the ASSOCIATION, or its agents, the right and power to bring all actions against such OWNER personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the ASSOCIATION in a like manner of a mortgage or deed of trust lien on real property and such OWNER hereby expressly grants to the ASSOCIATION, a power of sale in connection with lien. The lien provided for in this section shall be in favor of the ASSOCIATION and shall be for the benefit of all other LOT OWNERS, and

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shall be exercisable by a Trustee to be named or designated by the Board of Directors of the ASSOCIATION. Any sale pursuant to this power shall be conducted in accordance with the provisions of Article 3810 of the *Texas Revised Civil Statutes Annotated*. The ASSOCIATION acting on behalf of the LOT OWNERS shall have the power to bid in an interest at foreclosure sale and to acquire and hold, lease, mortgage, and convey any said interest so acquired.

IX.

Re-Subdivision

Except for Lots 1 and 16, no LOT may be re-subdivided into smaller LOTS except any LOT which may be designated as "reserved" on the plat of the SUBDIVISION. Lot 1 and Lot 16 may be subdivided at the discretion of PARTNERSHIP. Any such subdivided lot shall be subject to the then existing regulations affecting subdivisions in Brazos County, Texas and subject to the same restrictions as set forth in this document.

X.

Miscellaneous Provisions

1. The foregoing *Restrictions* are adopted as part of and shall apply to each and every PARCEL in the SUBDIVISION. Such *Restrictions* are equally for the benefit of all subsequent OWNERS of PARCELS in GREEN BRANCH RIDGE and accordingly, shall be covenants running with the land. Any OWNER or lienholder of any of the property or the ASSOCIATION shall have the power to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation of the *Restrictions* and to recover damages for any violation or attempted violation including, but not limited to, reasonable attorney's fees; provided, however that this clause shall not restrict any governmental agency from acting to enforce any of the *Restrictions*.

2. The term of the *Restrictions* shall be for a period from the filing of this instrument for record in Brazos County, Texas, until January 1, 2011, after which date such *Restrictions* shall be automatically extended for successive periods of ten (10) years each, unless and until, by instrument executed by the then record OWNERS of a majority of the PARCELS in GREEN BRANCH RIDGE and duly recorded in the Official Records of Brazos County, Texas, such *Restrictions* are altered, rescinded, modified, in whole or in part.

3. Nothing contained in this document nor any violation of any of the *Restrictions* shall have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against the SUBDIVISION or any portion thereof.

4. Any and all rights, powers, and reservations of PARTNERSHIP herein contained may be assigned to any person corporations or association which will assume the duties pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or

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association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by PARTNERSHIP herein and PARTNERSHIP shall thereafter be released from any future liabilities. The term PARTNERSHIP as used in this document shall include all such assignees and their heirs, successors, and assigns.

5. PARTNERSHIP reserves the right to make minor deviations from the terms of this document to the extent permissible by law and consistent with the general plan for development as herein set out, all without further action or consent by or from any party.

6. The invalidity, violation, abandonment, waiver of or failure to enforce any one of ore of or any part of the provisions of this document shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.

7. PARTNERSHIP, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties thereby subjecting such additional lands to the Declaration, by filing of Record a Supplementary Declaration with respect to such additional property which shall extend the scheme of this Declaration to such property. The ASSOCIATION shall accept same and any such property shall be owned and managed pursuant to the terms and conditions of this Declaration.


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

Dated this the 8th day of Sept., 2000.

DECLARANT:

BEARD FAMILY PARTNERSHIP, a Texas Limited Partnership

By:


JAMES L. BEARD

LIENHOLDER:

PLANTERS & MERCHANTS STATE BANK

By:



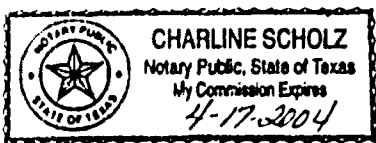
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STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 8th day of Sept., 2000, by James L. Beard, _____ of LHB, Inc., a Texas corporation, on behalf of said corporation, as **MANAGING GENERAL PARTNER** of BEARD FAMILY PARTNERSHIP, a Texas Limited Partnership.

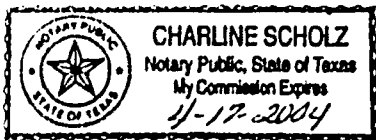


Charline Scholz
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 2nd day of Sept, 2000, by James E. Seamaedo, Exec. Vice President of PLANTERS & MERCHANT'S STATE BANK, a _____ corporation, on behalf of said corporation.



Charline Scholz
Notary Public, State of Texas

Filed for Record in:
BRAZOS COUNTY,
On: Sep 12, 2000 at 01:01PM

As a
Recordings
Document Numbers 0725769
Amount 26.00
Receipt Number - 156536
By,
Karen McQueen

SOME OF THESE COUNTY OF
I hereby certify that this instrument was
filed on the date and time stamped herein by me
and was duly recorded in the volume and page
of the index records of:
BRAZOS COUNTY,
as stamped herein by me.

Sep 12, 2000

HONORABLE MARY ANN WEAVER, COUNTY CLERK
BRAZOS COUNTY,