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BRAZOS COUNTY CLERK
LUBBOCK, TEXAS
DEPUTY

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

THIS DECLARATION, made this 26th day of March, 1997, by DWS
DEVELOPMENT, INC., a Texas corporation, having its offices at 111
FM 2818, Bryan, Brazos County, Texas 77801, hereinafter called
Declarant;

W I T N E S S E T H:

WHEREAS, Declarant is the owner of real property described as:

Being all that certain tract or parcel of land lying and being
situated in Brazos County, Texas, and being all of GRAND OAKS
SUBDIVISION, an addition to the City of College Station, Texas,
according to replat filed for record on March 25, 1997 in the
Office of the County Clerk of Brazos County, Texas, under Clerk's
File No. 625954; and

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

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

WHEREAS, Declarant has incorporated under the laws of the
State of Texas, as a non-profit corporation, GRAND OAKS HOMEOWNER'S
ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Declarant declares that the real property
described hereinabove, and such additions thereto as may hereafter
be made pursuant to Article II hereof, is and shall be held,
transferred, sold, conveyed, and occupied subject to the covenants,
restrictions, easements, charges and liens (sometimes referred to
as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

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

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

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

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

Section 2. Additions to Existing Property. The Declarant, its successors and assigns, shall have the right to bring within the scope of this Declaration additional properties thereby subjecting such additional lands to this Declaration, by filing of record a Supplementary Declaration of covenants and restrictions with respect to the additional property which shall extend the scope of covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

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

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

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

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

membership; or

(b) December 31, 2000.

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

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

Section 3. Members Meeting.

(a) There shall be an annual meeting of the Members of the Association. The first annual meeting will be held on the 15th day of October, 1998, and Declarant will notify all Members at least two (2) weeks in advance of the exact time and place. Subsequent annual meetings will be determined by the Board of Directors and provided for in the Bylaws.

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

(c) The Board of Directors shall be responsible for the affairs of the Association and shall adopt such Bylaws and regulations as necessary to carry out its functions, but cannot adopt Bylaws or regulations which are contrary to provisions as set out herein.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

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

Section 2. Title to Common Properties. The Declarant may

retain the legal title to Grand Oaks Circle and to any Common Properties, together with the entry gate to Lincoln Street, until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same, but notwithstanding any provision herein, the Declarant hereby covenants for itself, its successors and assigns, that it shall convey any Common Properties, Grand Oaks Circle and the entry gate to the Association no later than December 31, 2000. The Association shall thereupon make all such determinations as are necessary with respect to hours during which the entry gate shall remain open so as to accommodate garbage collection, newspaper delivery, etc. and the Association shall install and maintain appropriate key/switch mechanisms to assure access by emergency vehicles at all times.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Declarant and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving any Common Properties and in aid thereof to mortgage said properties; and

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

(c) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid; and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

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

(e) The right of the Association to dedicate or transfer all or any part of Grand Oaks Circle and any Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, or determination as to the

purposes or as to the conditions thereof shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereafter provided. The monthly and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

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

Section 3. Basis and Maximum of Monthly Assessments. Until June 30, 1998, the monthly assessments on each Lot belonging to a Member other than Declarant, shall be \$35.00, beginning on the first day of the month following the date of purchase. Beginning

with the first day of the month following the month in which Declarant sells the twentieth (20th) lot, all remaining lots owned by Declarant shall be subject to monthly assessments in the same manner as lots of all other Members. From and after June 30, 1998, the monthly assessment may be increased by vote of the Members, as hereinafter provided for the next succeeding three (3) years and at the end of each such period of three (3) years for each succeeding period of three (3) years.

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

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

Section 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Monthly Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the association may change the maximum and basis of the assessments fixed by Section 3 hereof

(prospectively) for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

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

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

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

Section 9. Effect of Non-Payment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the

property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

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

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

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

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

(b) Any Common Properties as defined herein;

(c) All properties exempted from taxation by the laws of the

State of Texas upon the terms and to the extent of such legal exemption.

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

ARTICLE VI

PARTY WALLS

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

Section 2. Sharing of Repair and Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared by the owner who makes use of the wall in proportion to such use, and a five (5') foot easement for maintenance shall exist on either side of the dividing line between lots.

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

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

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

Owner's successors in title.

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

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee. No building, fence, landscaping, wall or other structure shall be commenced erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, color, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of exterior design and location in relation to surrounding structures and topography. The Architectural Control Committee shall be composed of three (3) members whose names and addresses are as follows:

- | | |
|------------------------|---|
| (1) David W. Scarmardo | 111 FM 2818
Bryan, Texas 77801 |
| (2) Mark Scarmardo | 901 South Rosemary
Bryan, Texas 77802 |
| (3) Greg Scarmardo | 2303 East Briargate
Bryan, Texas 77802 |

Any two (2) members will constitute a quorum and the vote of any two (2) will control the action of the committee. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. If the Committee, or a designated representative, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval will not be required and the provisions of this Article will be deemed to have been fully complied with.

The above named Committee members or their appointed

successors shall continue in office for a period of five (5) years from date of recording of this instrument in the Official Records of Brazos County, Texas. Thereafter the Board of Directors of the Association shall appoint a committee of at least three (3) individuals who are members of the Association to act as and carry on the functions and duties of said Architectural Control Committee for such term or terms and in such manner as the Board of Directors shall direct. Until such appointment of Successors by the Board, the above named members and the successors they appoint shall continue to serve.

ARTICLE VII-1

ADDITIONAL COVENANTS AND RESTRICTIONS

Section 1. Covenants and Restrictions on Lots.

(a) Single-Family Residential Construction. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling used for residential purposes only and not to exceed two (2) stories in height and a private, fully enclosed garage for not fewer than two (2) cars, which garage is available for parking automobiles at all times. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, garage apartments, or apartment houses; and no Lot shall be used for business, education, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes. No permanent structure of any kind or character shall ever be moved onto any Lot within The Properties. No portable buildings of any type or character shall be moved or placed upon any Lot. Prior to the commencement of the construction of any Improvements within The Properties, such Improvements of every type and character, whether attached to or detached from the main residential structure or garage constructed on the Lots, must be approved by the Grand Oaks Architectural Control Committee ("Architectural Committee") in accordance with the provisions of the Declaration. The Architectural Committee shall have absolute discretion in refusing to accept any plan,

color or design of any improvements or structures to be placed or constructed on any lot.

(b) Minimum Floor Area and Exterior Walls. Any single story residence constructed on said lots must have a ground floor heated/cooled area of not fewer than 1,800 square feet, exclusive of porches, terraces, patios, driveways, carports, and garages. Any two (2) story residence must have not fewer than 1,000 square feet of ground floor heated/cooled area, exclusive of porches, terraces, patios, driveways, carports, and garages. The exterior walls of any residence shall consist of not less than seventy-five (75%) percent masonry construction and all brick and grout colors shall be the same unless otherwise approved by the Architectural Committee.

(c) Set Backs. Minimum building set back lines shall be those shown on the recorded plat of said addition appearing of record on plat filed March 25, 1997 under Brazos County Clerk's File No. 625954. Provided, however, the subject property shall at all times be subject to any legally adopted side yard requirements of the municipality or other governmental authorities which have jurisdiction over the subject property.

(d) Signs, Advertisements, Billboards. No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any Lot in The Properties without the prior approval of the Architectural Committee and any such approval which is granted may be withdrawn at any time, in which event, the parties granted such permission shall immediately remove such structures.

The Declarant or the Association (or any agent designated in writing by Declarant or the Association) shall have the right to remove and dispose of any such prohibited sign, advertisement, billboard or advertising structure which is placed on any Lot, and in doing so shall not be subject to any liability for trespass or any other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

(e) Animal Husbandry. No animals, livestock, bees or poultry of 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.

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

(g) Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purposes, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of The Properties as in its sole discretion may be necessary or convenient when selling Lots, selling or constructing residences and constructing other Improvements within The Properties. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs, and portable toilet facilities. Builders and Contractors may, with the prior written approval of the Architectural Committee, exercise the rights reserved by Declarant in this Section.

(h) Antennae. No radio or television aerial wire antennae or satellite receiving dish shall be maintained on any portion of any Lot, except as may be approved by the Architectural Committee. No electronic device which interferes with the television reception of the occupant of any other Lot shall be permitted within The Properties.

(i) Yards. All yards of a dwelling shall be maintained so as to be an aesthetic asset to the dwelling. The front yards shall be maintained by the Association, together with all common areas, and

all back yard and courtyard maintenance shall be the individual responsibility of each Owner. All fences shall be brick or brick and wrought iron unless otherwise approved in advance by the Architectural Committee on a case by case basis.

(j) Maintenance of Lots During Construction.

1. Unless located within ten feet (10') of a building or a recreational or parking facility, no Owner other than Declarant shall be entitled to cut, remove or mutilate any trees, shrubs, bushes or other vegetation having a trunk diameter of six inches (6") or more at a point four feet (4') above ground level, without obtaining the prior written approval of the Architectural Committee, provided that dead or diseased trees which are inspected and certified as dead or diseased by the Architectural Committee or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any Lot, by the Owner of such Lot. In addition, no tree having a diameter of six inches (6") or more shall be damaged, altered or removed from the rear seven feet (7') of lots 18, 19 and 20, so as to provide a natural buffer between The Properties and Lincoln Street, provided that dead or diseased trees shall be removed as above detailed.

2. All Owners, during their respective construction of a residence, are required to remove and haul from the Lot all tree stumps, trees, limbs, branches, underbrush and all other trash or rubbish cleared from the Lot for construction of the residence, construction of other improvements and landscaping. No burning is allowed on the Lot and no materials or trash hauled from the Lot may be placed elsewhere in The Properties.

3. All Owners, during their respective construction of a residence, are required to continuously keep the Lot in a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept picked up and hauled from the Lot. Other usable building materials are to be kept stacked and organized in a reasonable manner upon the Lot.

4. All Owners shall keep streets and street ditches

free from trash, materials, and dirt. Any such trash, materials, or excess dirt or fill inadvertently spilling or getting into the streets or street ditch shall be removed, without delay, not less frequently than daily.

5. No Owner or Contractor may enter onto a Lot adjacent to the Lot upon which he is building for purposes of ingress and egress to his Lot during or after construction, unless such adjacent Lot is also owned by such Owner, and all such adjacent Lots shall be kept free of any trees, underbrush, trash, rubbish and/or any other building or waste materials during or after construction of Improvements by the Owner of an adjacent Lot.

(k) Continuing Lot Maintenance.

1. All Lots shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of materials or equipment except for normal residential requirements or incident to construction of Improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of adjacent Lots, streets or other property.

2. In the event of any default by the Owner or other occupant of any Lot in observing the above requirements, which default is continuing after ten (10) days written notice thereof to Owner or occupant, as applicable, the Declarant, or the Association or their designated agents may, without liability to the Owner, Contractor or any occupants of the Lot in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said Lot, cut, or cause to be cut, such weeds and grass and remove, or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner, Builder or occupant

of such Lot for the cost of such work and removing such associated materials. The cost of such work and removal shall constitute a Reimbursement Assessment and as such shall come within the scope of all terms and conditions of Article V hereof.

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

(m) Mining. No quarrying or mining operations or mineral extractions of any kind shall be permitted upon or in any Lot, nor shall any type of wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for drilling shall be erected, maintained, or permitted upon any Lot.

(n) Garbage Cans. No garbage cans or refuse containers shall be placed or permitted to remain at the front of a dwelling either within the street or upon the Lot or common area, except upon those days scheduled for garbage and refuse collection by the City of College Station or a privately contracted collector. Except on days for collections as set out above, said cans or containers will be kept in a place that is not subject to public view.

(o) Storage of Vehicles or Equipment. No motor vehicle or non-motorized vehicle (including, without limitation, trucks and recreational vehicles), boat, trailer, camper, marine craft, machinery or equipment of any kind may be parked or stored for longer than ten (10) hours or on a semi-permanent or daily basis on any part of any Lot, private or public road or street, easement, right-of-way, or Common Properties unless such vehicle or object (i) is completely concealed from public view inside a garage or approved enclosure or (ii) is owned by an overnight guest of the Owner and such use does not extend for more than three (3) days. Notwithstanding the ten (10) hour parking restriction and guest parking exception, there shall be no overnight parking on any road

or street. Passenger automobiles, passenger vans, motorcycles, or pickup trucks that are in operating condition, having current license plates and inspection stickers, and that are in daily use as motor vehicles on the streets and highways of the State of Texas are exempt from the ten (10) hour parking restriction only as it pertains to parking of vehicles on the driveway portion of any Lot. No vehicle shall be parked in a yard or in the street or along the side of a street so that it blocks the flow of traffic. No vehicle may be repaired on a Lot unless such vehicle is concealed inside a garage or other approved enclosure during the repair thereof. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, repair or maintenance of (i) residential dwelling(s) or related Improvements in the immediate vicinity thereof or (ii) utility improvements in The Properties.

(p) Solar Collectors. No solar collector shall be installed without the prior written approval of the Architectural Committee. Such installation shall be in harmony with the design of the residence. Solar collectors shall be installed in a location not visible from the public street in front of the residence.

(q) Swimming Pools. No swimming pool may be constructed on any Lot without the prior written approval of the Architectural Committee. Each application made to the Architectural Committee shall be accompanied by two sets of plans and specifications for the proposed swimming pool construction to be done on such Lot, including a plot plan showing the location and dimensions of the swimming pool and all related improvements, together with the plumbing and excavation disposal plan. The Architectural Committee's approval or disapproval of such swimming pool shall be made in the same manner as described in the Declaration hereof of other building improvements. The Owner shall be responsible for all necessary temporary erosion control measures required during swimming pool construction on said Lot to insure that there is no erosion into the streets or other Lots. Swimming pool drains shall be piped into the storm sewer drainage system. In no event shall

swimming pools be drained or discharge water into the streets or other Lots. All swimming pools must be enclosed with a fence (which design and composition is approved by the Architectural Committee) and must comply with ordinances of the City of College Station.

(r) Garage and Garage Doors. Each dwelling unit shall have a fully enclosed garage to be constructed at the time of the main residence, and the garage shall be constructed to house not fewer than two automobiles. All garages shall be constructed as a single family attached garage. No Owner shall be entitled to enclose a garage for residential use. All garages must be constructed of materials that are compatible with the construction materials used in the primary dwelling and shall be installed with electric opening and closing devices, which devices shall at all times be kept in serviceable condition. All roof materials must be of the same nature as the materials used on the main dwelling, and all exterior garage walls must be constructed of the same or similar material as the exterior of the main dwelling. All garages must be finished with sheetrock, taped and painted or such other finish as may be approved by the Architectural Committee. Garage doors visible from any street shall be kept in the closed position when the garage is not being used by the Owner or occupant.

(s) Residences and Improvements Damaged by Fire or Other Casualty. Any Improvements within The Properties that are destroyed partially or totally by fire, storm, or any other casualty, shall be repaired or demolished within a reasonable period of time, and the Lot and Improvements thereon, as applicable, restored to an orderly and attractive condition.

(t) Vehicles Permitted to Use Roads and Streets.

1. The only motorized vehicles allowed on the roads and street easements in The Properties shall be motor vehicles currently licensed and inspected for use on public highways.

2. The use of non-licensed motor vehicles including, but not limited to, automobiles, trucks, motorcycles, dirt bikes, off-road vehicles and go-carts is expressly prohibited.

3. Vehicles, regardless of type, may only be operated by individuals holding a current driver's license valid in the State of Texas or the state of such person's domicile.

(u) Landscaping.

1. Prior to occupancy thereof and thereafter, all front yards and all Lots must, as a minimum requirement, be sodded or hydromulched with grass, and must have shrubs or other landscaping planted adjacent to the front of all Units constructed thereon to screen from view the foundation of such Units. Moreover, prior to occupancy of any Unit, the landscaping of the Lot on which the Unit is located must be landscaped in accordance with a landscape plan previously submitted to and approved by the Architectural Committee. The cost of maintaining and replacing any landscaping installed by the Declarant shall be the responsibility of the Association.

2. All landscaping located behind the front building line or installed by the Owner shall be installed and maintained by the Lot Owner at Owner's sole cost and expense. All landscaping installed by Owner shall comply with the landscape criteria ("Landscape Criteria") established by the Architectural Committee, as such landscaping installed by the Owner must be approved by the Architectural Committee and shall be maintained by the Owner in a neat and attractive condition at all times. Owner shall submit a landscape layout and plans for any landscaping performed by Owner to the Architectural Committee for approval by the Architectural Committee.

3. The Architectural Committee shall, in its sole discretion and authority, determine whether the landscape layout and plans submitted to it for review, including, but not necessarily limited to, drainage, grass, shrub and tree planting, are acceptable to the Architectural Committee. The Architectural Committee may require additional and/or different types of landscaping should the Architectural Committee deem it to be necessary.

4. The Architectural Committee reserves the right to

require the installation, operation and maintenance of underground irrigation systems in proper working order.

(v) Driveways. Driveways shall be constructed entirely of concrete, exposed aggregate or brick pavers unless otherwise approved by the Architectural Committee.

(w) Lighting. No exterior lighting may be constructed or installed on any Lot without the prior written approval of the Architectural Committee.

(x) Minimum Slab Elevation. The slab elevation of all constructed dwelling units, garages and related Improvements shall not be less than one foot (1') above the 100-year flood plain elevation of such Lot. Not more than two feet (2') of vertical surface of concrete slab of any Unit shall be exposed to view from any public view or adjacent Lots. Any slab in excess of two feet (2') in height above finished grade shall have at least that excess in height covered with siding or masonry used in constructing the Unit. Any Unit with a pier and beam foundation shall have a mechanical, electrical, plumbing lines and fixtures located thereunder screened from view from any public street and adjacent Units. Any Unit with an elevated deck shall have its open space below such deck screened from public view and view from adjacent Units. The Architectural Committee, in its sole discretion, will determine the adequacy of any screening technique employed.

(y) Variances. The Architectural Committee may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Architectural Committee, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other considerations which in the sole opinion of the Architectural Committee may require a variance. Such variances must be evidenced in writing and shall become effective when signed by the Declarant or by at least a majority of the members of the Architectural Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred

with respect to the matter for which the variance is granted; provided, however, that the granting of any variance shall not operate to waive any of the provisions of this Declaration for any purposes except as to the particular property and particular provisions covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat. Notwithstanding that the design or color of a structure may meet the requirements of this Declaration, the Architectural Committee may refuse, without liability to any Owner, the design or color of a particular structure if in the sole opinion of the Architectural Committee such design or color would be detrimental to the remainder of the Community.

(z) Rental and Leasing. Owners must notify the Association if their Lots are leased or rented. Owners must also provide the Association with the name of the tenant, a copy of the lease and the current mailing address of the Owner. In no event, however, shall any rental or leasing be allowed except pursuant to a written agreement or form approved by the Association Board that affirmatively obligates all tenants and other residents of the Lot to abide by this Declaration and the Rules and Regulations of the Association.

ARTICLE VIII

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-owners of two-thirds (2/3) of the Lots or Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. For purposes of meeting the two-thirds (2/3) requirement, when Living Units are counted, the Lot or Lots upon

which such Living Units are situated shall not be counted. Provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

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

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

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

ARTICLE IX

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

ARTICLE X

Amendment by the Declarant. The Declarant shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein, provided

that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or his mortgagee. Additionally, Declarant shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of permitting the Owners to enjoy the benefits from technological advances, such as security, communications or energy-related devices or equipment which did not exist or were not in common use in residential subdivision at the time this Declaration was adopted. Likewise, the Declarant shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of prohibiting the use of any device or apparatus developed and/or available for residential use following the date of this Declaration if the use of such device or apparatus will adversely affect the Association or will adversely affect the property values within The Properties.

DECLARANT:

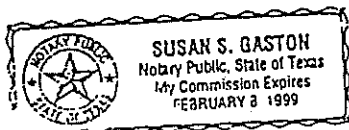
DWS DEVELOPMENT, INC.

BY: David W. Scarmardo
DAVID W. SCARMARDO, PRESIDENT

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the 27th day of March, 1997 by DAVID W. SCARMARDO, PRESIDENT of DWS DEVELOPMENT, INC., a corporation, on behalf of said corporation.

Susan S. Gaston
Notary Public, State of Texas



SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRAND OAKS SUBDIVISION, DATED MARCH 26, 1997, RECORDED IN VOLUME 2799, PAGE 266, OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, A SUBDIVISION IN THE CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

Barbara Johnson

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

WHEREAS, on the 26th day of March, 1997, DWS DEVELOPMENT, INC., a Texas Corporation, having its offices at 111 FM 2818, Bryan, Brazos County, Texas 77801, executed and filed for record a certain Declaration of Covenants, Conditions and Restrictions relating to GRAND OAKS SUBDIVISION, a subdivision in the City of College Station, Brazos County, Texas, as shown by the amended map and plat thereof filed for record on August 13, 1997 under County Clerk's File No. 636305, Official Records of Brazos County, Texas; and

WHEREAS, such instrument of Declaration is recorded in Volume 2799, page 266, of the Official Records of Brazos County, Texas, reference being here made to said instrument and its record for all purposes and hereinafter referred to as the Declaration; and

WHEREAS, Article X of the Declaration reserves unto the Declarant the right to amend the Declaration "provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development", and by virtue of the fact that Declarant remains the sole owner of the subject property; and

WHEREAS, the undersigned Declarant desires to modify and amend the Declaration in the following particulars:

THEREFORE, the undersigned DWS DEVELOPMENT, INC., Declarant, amends the Declaration as follows and all terms and conditions thereof not specifically amended hereby, shall remain in full force and effect as written:

Article V, Section 3 of the Declaration, Basis and Maximum of Monthly Assessments, is amended to provide for monthly assessments on each Lot belonging to a Member other than Declarant in the amount of \$55.00 until June 30, 1999.

Article V is amended hereby to include Section 12, Covenant for Maintenance of Grand Oaks Circle as Private Street. Declarant, in order to assure perpetual maintenance of Grand Oaks Circle shall this date post in cash, cash equivalent or irrevocable letter of credit the sum of \$9,700.00 which sum shall be utilized at the expiration of five (5) years from date hereof for any and all required maintenance and repairs of said street. Further, from monthly assessments received by the Association the sum of \$1,265.00 per year shall be reserved and utilized only for repair and maintenance of the said Grand Oaks Circle. From and after the expiration of five (5) years from date hereof, the Association shall expend the funds so reserved so that at all times the said street is maintained to approximately the standard existing at time of conveyance of the first Lot. From remaining funds received by the Association, Declarant shall be repaid its actual costs incurred in providing the initial \$9,700.00 assurance above provided for.

Invalidity of any one or more of the covenants, restrictions, conditions or provisions contained in this instrument, or any part thereof, shall in no manner affect any other covenant, condition or restriction hereof, which shall remain in full force and effect.

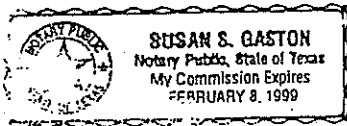
EXECUTED this the 14 day of August, 1997
DECLARANT:

DWS DEVELOPMENT, INC.
David W. Scarmardo
BY David W. Scarmardo
DAVID W. SCARMARDO, PRESIDENT

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the 14 day of August, 1997 by DAVID W. SCARMARDO, PRESIDENT of DWS DEVELOPMENT, INC., a corporation, on behalf of said corporation.

Susan S. Gaston
Notary Public, State of Texas


SUSAN S. GASTON
Notary Public, State of Texas
My Commission Expires
FEBRUARY 8, 1999