

BILL & RETURN TO:  
BRAZOS COUNTY ABSTRACT COMPANY  
GF#     *Bev*    

**COPY**

Filed for Record in:  
BRAZOS COUNTY

On: Jun 25, 2013 at 10:34A

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
WILLIAMS CREEK SUBDIVISION  
PHASE 6**

As a  
NO LABEL RECORDING

Document Number: 01160550

Amount 176.00

Receipt Number - 475537

By  
Susie Cohen

**THE STATE OF TEXAS §**

**COUNTY OF BRAZOS §**

**WHEREAS, JOE JOHNSON and wife, JANET JOHNSON** (collectively, the "Declarant"), are the owners of that real property in Brazos County, Texas, which is more fully described on Exhibit "A", attached hereto and incorporated herein by reference and any future additions thereto (the "Property"); and

**WHEREAS,** the Declarant desires to convey the Property subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth; and

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

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,** that it is hereby declared (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, liens and charges, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and which shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof; and (ii) that each contract or deed that may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

**ARTICLE I.  
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

1.01 Accessways. "Accessways" as used herein shall have the meaning given to such term in Section 9.01 herein.

1.02 Architectural Control Committee. "Architectural Control Committee" shall mean

the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements on the Property.

- 1.03 Architectural Control Committee Rules. "Architectural Control Committee Rules" shall mean the rules and regulations adopted by the Architectural Control Committee, as the same may be amended from time to time.
- 1.04 Articles. "Articles" shall mean Certificate of Formation of the Estates of Williams Creek Owners Association, as that instrument may be amended from time to time, which instrument is filed in the office of the Secretary of State of the State of Texas.
- 1.05 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Estates Association under the terms and provisions of this Declaration.
- 1.06 Board. "Board" shall mean the Board of Directors of the Estates Association. Except as otherwise provided herein, Board members must be Members of the Estates Association.
- 1.07 Bylaws. "Bylaws" shall mean the Bylaws of the Estates Association as adopted by the Board, and from time to time amended.
- 1.08 City. "City" shall mean the City of College Station, Texas.
- 1.09 Common Areas. "Common Areas" shall mean any land conveyed, leased, dedicated or assigned by Declarant, or by a third party with the Estates Association's consent, to the Estates Association for maintenance and operation, including, but not limited to, easements, roads, entry ways, private streets, water detention and drainage, roadways, rights-of-way, parkways, median strips, sidewalks, parks, trails, paths, ponds, creeks and lakes within the Property.
- 1.10 Declarant. "Declarant" shall mean JOE JOHNSON and wife, JANET JOHNSON; provided that any assignment of the rights of JOE JOHNSON and wife, JANET JOHNSON, as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.
- 1.11 Declaration. "Declaration" shall mean this instrument as it may be amended from time to time.

- 1.12 Dwelling Unit. "Dwelling Unit" shall mean and refer to any building or portion of a building situated upon the Property which is designed and intended for use and occupancy as a residence by a single person, a couple, a family or a permitted family size group of persons.
- 1.13 Estates Association. "Estates Association" shall mean the Estates of Williams Creek Owners Association, a Texas non-profit corporation made up of those persons defined as "Owners" in the Declaration, which shall have authority and responsibility for all of the subdivision of Williams Creek, as hereafter defined.
- 1.14 Estates Residential Restrictions. "Estates Residential Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with the Estates Rules, Architectural Control Committee Rules and the Articles and Bylaws of the Estates Association as the same are in effect from time to time.
- 1.15 Estates Rules. "Estates Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.
- 1.16 Governing Documents. "Governing Documents" shall mean in the case of the Estates Association, this Declaration and the Articles and By-laws of Estates of Williams Creek Owners Association, as the same may be amended from time to time and filed of record, if applicable.
- 1.17 Improvement. "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, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, walls, tanks, reservoirs, pipes, lines, meters, antennae, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.
- 1.18 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a recorded plat of all or any part of the Property, together with all improvements located thereon and any parcel or parcels of land within any addition to the existing Property as may be made pursuant to Article II, Section 2.02 of this Declaration.
- 1.19 Member. "Member" or "Members" shall mean an Owner of a Lot or unit in the Estates Association who is accordingly a member of the Estates Association.
- 1.20 Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.
- 1.21 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of

any Mortgage or Mortgages.

- 1.22 Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities, including Declarant, holding a fee simple interest in any Lot on the Property, but shall not include a Mortgagee.
- 1.23 Person. "Person" or "Persons" shall mean any individual, individuals, entity or entities having the legal right to hold title to real property.
- 1.24 Plans and Specifications. "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, size, shape, configuration, materials, site plans, design development plan, excavation and grading 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.
- 1.25 Reserve Funds. "Reserve Funds" as used herein shall have the meaning given to such term in Section 7.07(e) herein.
- 1.26 Resident. "Resident" shall mean and refer to each owner of the fee simple title to any Lot within the Property; and each individual lawfully and permitted by this Declaration to be domiciled in a Dwelling Unit on a Lot other than Owner.
- 1.27 Williams Creek. "Williams Creek" shall mean the "community", or subdivision, consisting of the Property, i.e., being Williams Creek PHASE 6. The Declarant, or the Board, shall have the authority to declare other tracts subject to the same or similar residential restrictions, and to award membership in the Estates Association to lot owners of other subdivisions, or to merge with other associations, on terms acceptable to the Board.
- 1.28 Williams Creek PHASE 6. "Williams Creek PHASE 6" shall mean the subdivision created by plat recorded in Volume 11426, Page 67 of the Official Records of Brazos County, Texas.

## ARTICLE II. DEVELOPMENT OF THE PROPERTY

- 2.01 Development by Declarant. Declarant may divide or subdivide the Property into several areas, develop some of the Property, and, at Declarant's option, sell any portion of the Property free of the restrictions set forth in this Declaration. Williams Creek PHASE 6 may have up to twenty-two (22) separately platted Lots which shall be subject to this Declaration.
- 2.02 Addition of Land. Declarant may, at any time and from time to time, add any

other lands to the Property, and upon such addition, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall apply to the added land, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as they are with respect to the lands originally covered by this Declaration, except as specifically modified in a Supplemental Declaration (as defined below). In order to add lands to the Property hereunder, Declarant shall be required only to record in the Official Records of Brazos County, Texas, a notice of addition of land (the "Supplemental Declaration") containing the following provisions:

- a. A reference to this Declaration, which shall state the book and page numbers of the Official Records of Brazos County wherein this Declaration is recorded;
- b. A statement that the provisions of this Declaration shall apply to the added land, except as modified in the Supplemental Declaration; and
- c. A legal description of the added land.

2.03 Withdrawal of land. Declarant may, at any time and from time to time, reduce or withdraw areas owned by it from the Property, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall no longer apply to those lands withdrawn. In order to withdraw lands from the Property hereunder, Declarant shall be required only to record in the Official Records of Brazos County, Texas, a notice of withdrawal of land containing the following provisions:

- a. A reference to this Declaration, which reference shall state the book and page numbers of the Official Records of Brazos County wherein this Declaration is recorded.
- b. A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and
- c. A legal description of the withdrawn land.

### ARTICLE III. GENERAL RESTRICTIONS

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

3.01 Construction of Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior approval of the Architectural Control Committee. Residential improvements must be completed on all Lots prior to the

expiration of four (4) years from date of sale of any Lot(s) by Declarant to the first purchaser thereof unless a variance has been granted by the Architectural Control Committee.

- 3.02 Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Lot, which is visible from any street, common area, trails, or other Lot unless it is impossible to receive signals from said location. In that event the receiving device may be placed in a visible location as approved by the Architectural Control Committee. The Architectural Control Committee may require as much screening as possible while not substantially interfering with reception. The Declarant and/or the Estates Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Property. No satellite dishes shall be permitted which are larger than 1 meter in diameter. No broadcast antenna mast may exceed the height of the center ridge of the roofline. No MMDS antenna mast may exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus which transmit television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property. The Declarant by promulgating this section is not attempting to violate the Telecommunications Act of 1996 ("the Act"), as may be amended from time to time. This section shall be interpreted to be as restrictive as possible while not violating the Act.
- 3.03 Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located thereon without the prior written approval of the Board.
- 3.04 Subdividing. No Lot shall be further divided or subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Control Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Control Committee.
- 3.05 Signs; Display of Religious Items. No sign of any kind shall be displayed to the public view on the Property without the prior written approval of the Architectural Control Committee, except for the following: (i) signs which are part of Declarant's overall marketing plan for the Property; (ii) one (1) sign per Lot, not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3') feet above the surface of such Lot advertising

the Property for sale or lease; (iii) in accordance with Section 202.009 of the Texas Property Code, as amended, one or more signs advertising a political candidate or ballot item for an election (1) on or after the ninetieth (90<sup>th</sup>) day before the date of the election to which the sign relates, and (2) before the tenth (10<sup>th</sup>) day after the election; provided that only one sign is allowed per Lot for each candidate or ballot item such sign and that any such sign (a) is ground-mounted; (b) cannot contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping or non-standard decorative component; (c) cannot be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle or any other existing structure or object; (d) cannot include the painting of architectural surfaces; (e) cannot threaten the public health or safety; (f) cannot be larger than 4 feet by 6 feet; (g) cannot violate a law; (h) cannot contain language, graphics or any display that would be offensive to the ordinary person; and (i) cannot be accompanied by music or other sounds or by streamers or as otherwise distracting to motorists; (iv) signs containing information about one or more children residing in the residence on a Lot and the school they attend, provided the sign is not more than 36" x 36" and is fastened only to a stake in the ground and there shall be no more than one sign for each child under the age of eighteen (18) residing in the residence, and said signs may not be displayed more than ten (10) days in any calendar month, for more than three (3) months in a calendar year; (v) signs or stickers provided to an Owner by a commercial security or alarm company provided service to the residence, provided the sign is not more than 8" x 8" or the sticker is no more than 4" x 4" and there shall be no more than one sign and no more than six (6) stickers located on the windows or doors; (vi) stickers on windows and doors for the "Child Find" program or a similar program sponsored by a local police and/or local fire department; or (vii) a builder or lender may place certain information and advertising signs on Lots without the prior permission of the Architectural Control Committee.

To the extent allowed by law, no Lot Owner or its residents may display or affix a religious item on the entry to an Owner's or resident's residence that (i) threatens the public health or safety, (ii) violates a law, (iii) contains language, graphics or any display that is patently offensive to a passerby; (iv) is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the Owner's or Resident's Dwelling Unit; or (v) individually, or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches. Except as otherwise provided in Section 202.018 of the Texas Property Code, as amended from time to time, an Owner may not use a material or color for an entry door or door frame of the Owner's or Resident's Dwelling Unit or make an alteration to the entry door or door frame that is not authorized by the terms of this Declaration.

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

- 3.06 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or screened from view from the street, adjoining Lots and other parts of the Property. If rubbish or debris accumulates upon any Lot in violation of this provision in the judgment of the Estates Association, the Estates Association may remove the rubbish or debris, and charge a special assessment to the Owner of the Lot.
- 3.07 Disposal of Trash. No part of the Property shall be used or maintained as dumping grounds for rubbish. Trash, garbage or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
- 3.08 Neat and Clean Condition. Owners shall not permit the accumulation of trash, rubbish, weeds, or other unsightly obstacles on their Lots or on the easements on such Lots or on the streets abutting the same. Each Owner shall be responsible for proper disposition of his trash and garbage. Owners must maintain all portions of their Lots visible from a street, trail, Common Area or Dwelling Unit on another Lot in a neat and clean condition.
- 3.09 Noise. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.
- 3.10 Lighting. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property, except for reasonable security or landscape lighting that has the approval of the Architectural Control Committee.
- 3.11 Nuisance. No noxious or offensive activity or work shall be conducted upon any Lot so as to impair the structural soundness or integrity of any Improvement of any other Lot, or which may be or may become an annoyance or nuisance to the neighborhood.



- 3.12 Repair of Improvements. All Improvements upon the Property, including any Lot, shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner or Owners thereof.
- 3.13 Alteration or Removal of Improvements. Exclusive of normal maintenance, any construction or removal in connection with any Improvement which in any way alters the exterior appearance of said Improvement shall be performed only with the prior written approval of the Architectural Control Committee.
- 3.14 Roofing Materials. The surface of all roofs of principal and secondary structures shall be wood, shingle, shakes, tile or quality composition shingle. The Architectural Control 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 neighborhood.
- 3.15 Solar Equipment. In the event an Owner desires to use solar panels or other solar equipment in connection with the use of any Lot which may be seen from the street, adjoining Lots or other parts of the Property, the location and installation design thereof shall be submitted to the Architectural Control Committee and approval of such design, including the aesthetics thereof, shall be required before construction may begin with such approval being subject to the terms set forth in Texas Property Code Section 202.010, as amended or re-codified from time to time; provided, however, Declarant retains the right to prohibit or restrict an Owner from installing a solar energy device (as defined in Section 202.010 of the Texas Property Code) until the Transition Date (defined in Section 5.03 herein). Any solar energy device, solar panels or other solar equipment approved for a Lot must not be in violation of the prohibited conditions described in Section 202.010(d)(1) through (8) of the Texas Property Code, as amended or re-codified from time to time.
- 3.16 Driveways. All driveways on a Lot accessing an Access Road must have an asphalt or concrete driveway apron. All driveways require a culvert over the borrow ditch. The culvert must be constructed entirely of concrete with concrete end treatments. The size of the culvert pipe to be constructed on the driveway of a particular lot shall be as determined and approved by the Architectural Control Committee.
- 3.17 Tanks. Except as otherwise approved by the Architectural Control Committee, all tanks for the storage of gas, propane or oil shall be fenced so as not to be visible from any other Lot, street or trail or installed below ground level. The Architectural Control Committee must approve the location of any other type of tank used on a Lot.
- 3.18 Underground Utility Lines. No utility lines, including, but not limited to, wires or

other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on Improvements as approved in writing by the Architectural Control Committee, provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of improvements which have been previously approved in writing by the Architectural Control Committee. The installation method, including but not limited to location, type of installation equipment trenching method and other aspects of installation for both temporary and permanent utilities, shall be subject to review and approval by the Architectural Control Committee.

- 3.19 Storm water Management. Owners and their contractors shall be responsible for the management of storm water during construction or ground disturbing activities to prevent erosion and sedimentation from leaving the immediate construction site or entering into any existing or contemplated waterway, drainageways, and roadside ditches. During construction of a Dwelling Unit, structure, improvement, foundations, driveways, barns, approved landscape areas, or any other construction requiring soil grading activities, Owners and their contractors and agents must use appropriate storm water management measures, such as silt fencing or hay bales between the construction area and drainageways. Final stabilization with seeding or mulch is required to minimize erosion following construction.
- 3.20 Drainage Maintenance. Owners shall be responsible for keeping Drainage Easements (as defined in Section 8.03 herein) and any drainage maintenance easements along any creek, channel or tributary free as designated by the Architectural Control Committee of obstructions and shall not permit fences or other obstructions to be placed in said easements. Owners shall also be responsible for stabilization of slopes in Drainage Easements and designated drainage maintenance easements.
- 3.21 No Pollution. No act may be performed which is likely to pollute the air or water in any part of the Property, nor may any Owner violate any federal, state or local ordinance or regulation designed to eliminate pollution at that time in force.
- 3.22 Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, and no open fires shall be lighted or permitted except within safe and well designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

- 3.23 Mining and Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No water storage tanks greater than 500 gallons can be constructed. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.
- 3.24 Machinery and Equipment. Without the approval of the Estates Association or Declarant, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Common Area except, during construction, such machinery or equipment as is usual and customary in Brazos County, Texas, in connection with the use, maintenance, or construction of a private residence or appurtenant structures or recreational facilities maintained by the Estates Association; provided, however, such machinery or equipment may be placed, operated or maintained by any governmental or quasi-governmental agency, or by a public utility, in the performance of its legitimate functions.
- 3.25 Septic Systems. No Dwelling Unit shall be built without a State of Texas, Brazos County, or other required governmentally approved septic tank or other sewage disposal system that is so approved.
- 3.26 Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Control Committee; provided, however, that the Declarant may maintain or authorize temporary structures necessary for storage of tools and equipment, and for office space for builders 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.
- 3.27 Unsightly Articles; Vehicles. No trailer, recreational vehicle, motor home, tent, boat, or stripped down, wrecked, junked, or vehicle not legally operable on public streets shall be kept, parked, stored, or maintained on any portion of the driveway or front yard in front of the building line of the permanent structure, and 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.
- 3.28 Fencing. All fencing within view of any street or access road, Common Area, Dwelling Unit on another Lot, trail or a lake shall be constructed of metal (e.g., wrought or decorative iron) in size, design, location and height as approved by

the Architectural Control Committee. Fencing Guidelines issued by the Architectural Control Committee, if any, will include, without limitation, requirements regarding fence types, locations and quality of materials. Prior to designing, ordering or acquiring any fencing materials or designs for a Lot, all Owners must obtain approval from the Architectural Control Committee. No wire fence (hog wire or chicken wire) may be built if visible from a street, trail, Common Area, and Dwelling Unit on another Lot. No fire hydrants can be fenced so as to impede access thereto from a public right of way.

- 3.29 Animals – Household Pets. No animals, including pigs, hogs, swine, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept or maintained on a Lot; provided, however, (i) a special 4-H or FFA school project, other than those involving swine, pigs or hogs, may be allowed so long as the prior approval of the Architectural Control Committee for such project has been obtained, and (ii) Lots containing 5 acres or more in size shall be allowed one (1) animal unit per one and one-half (1.5) acre. Animal unit is one (1) cow or horse. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot within the Property for commercial purposes. No swine may be kept or maintained on any Lot; and any special 4-H or FFA school project involving swine, pigs or hogs is prohibited unless a prior written variance has been granted by the Board, at its sole discretion. There will be no wild, exotic, or naturally undomesticated animals allowed to be caged or otherwise kept on any Lot. All poultry must be caged and must be kept no closer than fifty (50) feet of any Lot line. No animals including dogs and cats will be allowed to roam free in the subdivision and all of such animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be constructed in accordance with Plans and Specifications approved by the Architectural Control Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from adjoining Lots, streets and other parts of the Property. No more than three (3) adult dogs and two (2) adult cats may be kept on a single Lot. All domestic household pets shall be kept in strict accordance with all local laws and ordinances. In the event any animal creates a nuisance to the Subdivision in the sole and exclusive opinion of the Architectural Control Committee such animal will be removed from Williams Creek, PHASE 6. The Architectural Control Committee shall have the right to enter and remove any such animal which is placed on any Lot in violation of this Section, 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. The Architectural Control Committee has the right to enforce the removal of any unsightly structures, feeding and/or watering devices

- 3.30 Maintenance of Lawns and Plantings. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot cultivated, pruned, and free of trash and other unsightly material. Subject to Section 3.34 below, trees, shrubs, vines and plants that die shall be promptly removed. Declarant, the Estates Association and the Architectural Control Committee shall have the right at any reasonable time after not less than ten (10) days' written notice to Owner to enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon, and to charge the cost thereof to the Owner of the Lot as provided in Section 5.04(E) below.
- 3.31 Landscape Design. All houses must be properly landscaped and a sprinkler system installed in the entire front yard prior to occupancy. A written variance for landscaping can be granted by the Architectural Control Committee. All landscaping shall be designed so as to protect and promote, as far as practicable, the natural local landscape environment through use of native materials, natural drainage, indigenous plant selection and site design. All landscaping designs shall:
- (A) Wherever possible, save and incorporate into the Plans and Specifications, existing trees having trunk diameters of four (4) or more inches. To insure the viability of these trees, soil compacting, trenching and/or cut and fill shall be avoided, to the greatest extent possible, in the area defined by a tree's dripline.
  - (B) Maintain or enhance, wherever possible, existing vegetation within drainage easement to prevent erosion, siltation or impediment of runoff augmented by development.
  - (C) Install live, growing sod covering the front and side yards to the city street and maintain such street strip, prior to occupancy of any residence constructed on a Lot, and an equivalent substitute which achieves as satisfactory a ground cover in approximately the same period of time in the backyard, all such ground cover to be indigenous to or commonly used in the area, and maintained in a healthy and growing condition.
  - (D) Install live, growing and healthy shrubs, bushes, vegetation, trees, and front yard must be sodded, prior to occupancy of any residence constructed on a Lot, which have a retail value for materials and labor equal to at least \$1,500.00. Existing indigenous shrubs, trees, bushes and vegetation shall not be included within this requirement, nor shall ground cover, mulch, grass, sod or bed preparation. The Estates Association may cure any default of this covenant in the manner provided in Article V hereof.
- 3.32 Construction and Sales Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere

with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property, or the sale of any Lot thereafter. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence Improvements, and then the material shall be placed within the property lines of the Lot upon which the Improvements are to be erected and shall not be placed on the street or on any other part of the Property. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Control Committee, provided that such waiver shall be only for the reasonable period of such construction. At such time as the Declarant ceases using any portion of the Property as a model home or sales office, the affected Property shall be altered and/or remodeled, if necessary or desirable, to comply with the covenants and restrictions contained herein.

- 3.33 Mailbox. If required by the United States Postal Service (the "USPS"), each Lot will receive mail service only by way of a cluster mailbox provided by the USPS in a location to be determined by USPS. Issuance of keys, and replacement of lost or stolen keys, will be directed by the USPS. Maintenance of the cluster mailbox structures will be the responsibility of the USPS; provided, however, if the USPS ever discontinues the maintenance of such cluster mailbox, the Estates Association may maintain, repair and replace such cluster mailbox at the Board's discretion. Unless allowed by the USPS, no Owner may construct a stand-alone mailbox on such Owner's Lot and if allowed, such mailboxes shall be erected and maintained on each Lot upon which a residence is situated at the sole cost of the Lot Owner, and shall be fixed on masonry stanchions (columns), approved by the Architectural Control Committee. No metal post stands shall be permitted. Each mailbox, if allowed, 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, if allowed on an Owner's Lot by the USPS, shall be located on the curb in accordance with postal regulations.
- 3.34 Sight Lines. No fence, wall, hedge, or shrub planting which obstructs sight lines from streets on the Property shall be placed or permitted to remain on any corner Lot within the area defined by a line drawn between two points located forty (40') feet from the point of intersection of the street right-of-way property lines immediately adjacent to the Lot, as reasonably located by the Architectural Control Committee. Measurement shall be by chord, not by arc. No

tree shall be permitted to remain within such areas, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

- 3.35 Garages. Garages must be at least a two-car garage unless prior written approval is obtained from the Architectural Control Committee. No garage, or any portion thereof, may be converted into enclosed living space unless an alternative garage of at least equal size is constructed and the plans and specifications for the conversion and construction are first approved in writing by the Architectural Control Committee.
- 3.36 Room and Board Plans. No Owner shall permit any Lot or Improvement on any Lot to be used in whole or in part by tenants on rooming or boarding plans or contracts. Any single family lease must be approved by the Architectural Control Committee prior to taking of possession by any lessee.
- 3.37 Compliance with Provisions of Estates Residential Restrictions. Each Owner shall comply strictly with the provisions of the Estates Residential Restrictions as the same may be amended from time to time. Failure to comply with any of the Estates Residential Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Estates Association or by any aggrieved Owner. Declarant, for itself, its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided Lots controlled by these covenants within the Property. The reservation of this right of enforcement shall not create an obligation of any kind to enforce the same.
- 3.38 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to the extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance upon one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

#### ARTICLE IV. RESIDENTIAL RESTRICTIONS

- 4.01 Residential Use. All Lots shall be improved and used solely for single family residential purposes inclusive of a garage, fencing and such other Improvements as are necessary or customarily incident to residential use. No Owner shall occupy or use his Lot or any improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose, including

religious, other than as a private residence for the Owner, his family and guests. All Lots within the Property shall be used and improved solely for single family residential purposes, with no more than one (1) attached residential Dwelling Unit per Lot. The term "single family" as used in this Section 4.01 shall refer not only to the architectural design of the Dwelling Unit but also to the permitted number of inhabitants which is limited to a single nuclear family. A "single nuclear family" is any number of persons related within the second degree of consanguinity or affinity, living with not more than one (1) person who is not so related as a single household unit and one household employee of such household unit. It is not the intention of Declarant to exclude from a homesite any individual who is authorized to remain by any state or federal law. Anything herein to the contrary notwithstanding, any Lot may be used or improved for greenbelt, open space and/or drain field purposes. No Improvement may be constructed upon any Lot that would unreasonably obstruct the view from other portions of the Property, and the positioning of all Improvements upon Lots within the Property is hereby expressly made subject to Architectural Control Committee review. The Architectural Control Committee may, but shall not be required to prevent or allow the construction of a proposed Improvement based upon the effect it will have upon the view from any particular Lot. The Architectural Control Committee may consider the effect the Improvement will have on the Property as a whole, it being expressly understood that neither the Architectural Control Committee nor the members thereof shall be liable to any Owner in monetary damages or otherwise due to the construction of any Improvement within the Property or the creating thereby of an obstruction to the view from such Owner's Lot or Lots.

- 4.02 Outbuildings. Every outbuilding, inclusive of such structures as a detached garage, storage building, greenhouse, or barns, shall be compatible with the Dwelling Unit to which it is appurtenant in terms of its design and material composition. All such buildings are subject to approval by the Architectural Control Committee.
- 4.03 Building Materials, Dwelling Size. All single family dwellings shall be of recognized standard construction quality, and all exteriors (exclusive of doors, windows, and similar openings) shall be constructed at least eighty percent (80%) architectural masonry or other material specifically approved in writing by the Architectural Control Committee. Masonry includes ceramic tile, brick, rock, stucco and all other materials commonly referred to in the College Station, Texas area as masonry. The Architectural Control Committee may at its sole discretion approve the use of plantation board siding, Hardi plank board, or real wood siding that does not meet the 80% architectural masonry rule described above. Unless an exception is granted by the Architectural Control Committee, all single family Dwelling Units in Williams Creek, PHASE 6 shall contain not less than two thousand nine hundred (2,900) square feet of enclosed living space for dwellings constructed on Lots, in all cases exclusive of porches



(open or covered), decks, garages and carports. Each residence built on a Lot shall include an enclosed attached or detached garage or other structure sufficient to meet the requirements of Sections 3.16, 3.27 and 3.35 above.

- 4.04 Construction in Place. The use of prefabricated materials, including antique homes moved from other locations, shall not be allowed.
- 4.05 Set-back Requirements. No building shall be located or erected nearer to any Lot line bordering a street right-of-way than the building line shown on the recorded plat of the Property subdivision section which includes such Lot. No building shall be located nearer than twenty (20') feet to any interior side Lot lines. No building shall be located nearer than fifty (50') feet from any front or rear Lot lines.
- 4.06 Replat Right for Lots 35 and 36, Phase 6, Williams Creek PHASE 6. Notwithstanding anything herein to the contrary, Declarant reserves the right, for each of them, Declarant's heirs and/or any estate planning entity or trust created for the benefit of the Declarants and/or their heirs, to re-plat Lot 35 and Lot 36, Block 7 of Phase 6 into one single platted lot (the "Declarant Lot") without requiring any necessary approval of the Estates Association or the Architectural Control Committee. At such time, the Declarant Lot will only be assessed as one Lot as provided herein; provided, however, if the Declarant Lot is ever sold or transferred to any person or entity other than Declarant, Declarant's heirs and/or any estate planning entity or trust created for the benefit of the Declarants and/or their heirs, such the Declarant Lot shall then be assessed as two (2) separate Lots. Each Owner, Resident and Member waives, relinquishes and shall not directly or indirectly exercise any and all rights, powers or abilities, to contest, object, challenge, dispute, obstruct, hinder or in any manner disagree with the replat of the Declarant Lot into one Lot as described in the paragraph.

ARTICLE V.  
ESTATES OF WILLIAMS CREEK OWNERS  
ASSOCIATION

- 5.01 Organization. Declarant has caused the formation and incorporation of the Estates Association as a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in the Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.
- 5.02 Membership. Any Person or entity upon becoming an Owner shall automatically become a Member of the Estates Association. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for

membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the said property interest.

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

- (A) The Owner, whether one or more (including Declarant), of each Lot within the Property shall have one vote for each Lot so owned.
- (B) In addition to the votes to which Declarant is entitled by reason of Subparagraph (A) of this Section, (1) for every such vote Declarant shall have three (3) additional votes, and (2) for each part of the Property that has not been subdivided by plat recorded in the Official Records of Brazos County, Texas, Declarant shall have four (4) votes for each acre owned by Declarant. Declarant shall have the number of votes described in this Section 5.03(B) until such time as all of the Property has been subdivided by plat and seventy-five percent (75%) of the Lots have been transferred by Declarant (the "Transition Date"). Thereafter, Declarant shall have only the votes, if any, to which it is entitled under Subparagraph (A) of this Section.

5.04 Powers and Authority of the Estates Association. The Estates Association shall have the powers of a Texas nonprofit corporation, subject only to any limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Estates Association, and the Board acting on behalf of the Estates Association, shall have the following powers and authority at all times:

- (A) Estates Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Estates Rules and Bylaws, not in conflict with this Declaration, as it deems proper to address any and all aspects of its functions.
- (B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonable, necessary or appropriate to carry out Estates Association functions.
- (C) Records. To keep books and records of the Estates Association's affairs.
- (D) Assessments. To levy Assessments as provided in Article VII below.

- (E) Right of Entry and Enforcement. To enter at any time in an emergency, or in a non-emergency, after ten (10) days' written notice, without being liable to any Owner, upon any Lot and into any Improvement thereon for the purpose of enforcing the Estates Residential Restrictions or for the purpose of erecting, maintaining or repairing any Improvement to conform to the Estates Residential Restrictions, and the expense thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered on and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and special Assessments. The Estates Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of an Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Estates Residential Restrictions. The Estates Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Estates Residential Restrictions; provided, however, that the Board shall never be authorized to expend any Estates Association funds for the purpose of bringing suit against Declarant, its successors or assigns.
- (F) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper for the operation of the Estates Association.
- (G) Delegation to Committees. To set up one or more committees as authorized by the Texas Non-Profit Corporation Act, as the same is amended from time to time.
- (H) Employees. To engage such employees as may be reasonably necessary in the management of the Estates Association and the performance of its duties.

5.05 Landscape and Maintenance. The Estates Association shall be authorized to landscape, maintain and repair easements, right-of-ways, private streets, common areas, mechanical gate access devices, entryways, sidewalks, paths, trails, detention ponds, lakes, and other areas of the Property, as appropriate.

5.06 Common Areas.

- (A) Subject to and in accordance with this Declaration, the Estates Association, acting through the Board, shall have the following duties:
  - (1) To accept, own, operate and maintain all Common Areas which may be

conveyed or leased to it by Declarant, together with any Improvements of any kind or purpose located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Estates Association by Declarant; and to maintain in good repair and condition all lands, Improvements, and other Estates Association property owned by or leased to the Estates Association, whether by Declarant or by other Persons.

- (2) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Estates Association to the extent that such taxes and assessments are not levied directly upon individual Members of the Estates Association. The Estates Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- (3) To execute mortgages, both construction and permanent, for construction of Improvements on property owned by or leased to the Estates Association, and to accept lands in Common Areas, whether or not improved, from Declarant subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner deemed appropriate by the borrower, whether Declarant or the Estates Association. The mortgage or other security interest given to secure repayment of any borrower, whether Declarant or the Estates Association, on the Improvement to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessments of Members, or otherwise, or any combination thereof, as may be deemed appropriate by Declarant or the Estates Association, as the case may be, but subject to the limitations imposed by this Declaration.

(B) In addition to, and not in limitation of, the power and authority of the Estates Association as set forth in Section 5.04 of this Declaration, the Estates Association, acting through the Board, shall have the power and authority:

- (1) To grant and convey portions of Estates Association property, including fee title, leasehold estates, easements, right-of-way, and/or mortgages, to any person or entity for the purpose of constructing, erecting, operating or maintaining the following:
  - (a) Parks, parkways or other recreational facilities or structures;

- (b) Roads, streets, mechanical access gates (including, the equipment and devices used in connection therewith), walks, driveways, trails, and paths;
- (c) Lines, cables, wires, conduits, pipelines or other means of providing utilities;
- (d) Sewers, water systems, storm water drainage systems, lighting systems, sprinkler systems and pipelines; and/or
- (e) Any similar public, quasi-public or private Improvements.

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

- (2) To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Estates Association.
- (3) To pay for any other services necessary or proper in the performance of Estates Association functions, and to pay for any other taxes or assessments that the Estates Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws of the Estates Association.
- (4) To own and operate any and all types of facilities for both active and passive recreation.
- (5) To construct new Improvements or additions to Estates Association properties, subject to the approval of the Architectural Control Committee as required in this Declaration.
- (6) To enter into contracts with Declarant and other persons, on such terms and provisions as the Board shall determine, to operate and maintain any of the Common Areas or to provide any service or perform any function on behalf of Declarant or the Estates Association in connection with the purposes of the Estates Association.
- (7) To acquire and own and to dispose of all manner of real and personal property, whether by purchase, grant, lease, gift or otherwise.

(8) To merge with other associations having the same or similar purposes and objectives, or terms acceptable to the Board.

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

5.08 Indemnification. The Estates Association shall indemnify any director, officer, or member of a committee duly appointed pursuant to the Articles or Bylaws who was, or is threatened to be made a named defendant or respondent in any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding (hereinafter a "Proceeding") by reason of the fact that such person is or was a director, officer or member of such a committee of the Estates Association, against all judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with any such Proceeding to the fullest extent permitted by the Texas Non-Profit Corporation Act, as amended and in effect from time to time. Such authorization of indemnification shall be deemed to be mandatory and deemed to constitute authorization of indemnification and advancement of expenses to the fullest extent permitted by the Texas Non-Profit Corporation Act, as amended and in effect from time to time.

#### ARTICLE VI. ARCHITECTURAL CONTROL COMMITTEE

6.01 Membership of Architectural Control Committee. The Architectural Control Committee shall consist of not more than three (3) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Voting Members deem appropriate. The following persons are hereby designated as the Voting Members of the Architectural Control Committee: Joseph Stevens Johnson, Janet May Johnson and Ashley Johnson Moses. At any time, Voting Members may resign and relinquish their duties as Voting Members.

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

- 6.03 Advisory Members. The Voting Members may from time to time designate Advisory Members.
- 6.04 Term. Each member of the Architectural Control Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed as provided herein.
- 6.05 Declarant's Rights of Appointment. Until the Transition Date described in Section 5.03, Declarant, its successors or assigns shall have the right to appoint and remove all Voting Members of the Architectural Control Committee, which persons need not be drawn from Estates Association Members. Notwithstanding the preceding sentence, Declarant may delegate its right of appointment, or any portion thereof, to the Board by written instrument before such date. Whenever the Transition Date occurs, the Board shall have the right to appoint all Voting Members. At such time as the Board gains the right to appoint and remove Voting Members of the Architectural Control Committee, or any portion of this right, a majority of the Voting Members so appointed shall be drawn from Members of the Estates Association. Advisory Members shall, when reasonably possible, be drawn from Members of the Estates Association.
- 6.06 Adoption of Rules. The Architectural Control Committee may adopt such procedural and substantive rules and guidelines, not in conflict with this Declaration, as it deems necessary or proper for the performance of its duties, including, but not limited to a building code, a fire code, a housing code, and other similar codes.
- 6.07 No commercial builder of residential homes can sell or trade any Lots to another person or entity without obtaining prior approval of the Declarant or developer until May 1, 2023.
- 6.08 Architectural Control. No buildings, additions, modifications or improvements shall be erected, placed or performed on any Lot until the builder's Plans and Specifications have been submitted in duplicate and approved in writing by the Architectural Control Committee as hereinafter provided. Builders may submit their design plans as master design plans, which plans shall include all specifications, including specifications as to brick color and paint color, that may be used when building each design. The Architectural Control Committee may, at its sole discretion, retain and/or delegate review of plans and specifications to a designated AIA architect or other such person or firm as may be designated by the Architectural Control Committee, experienced or qualified to review same, who may then render an opinion to the Architectural Control Committee. Approval of Plans and Specifications shall not cover or include approval for any other purpose and specifically, but without limitation, shall not be construed as any representation as to or responsibility for the structural design or engineering of the improvements or the ultimate construction thereof.

In the event the Architectural Control Committee fails to approve such Plans and Specifications within thirty (30) days after the receipt thereof, they shall be deemed to be disapproved. The Architectural Control Committee or its assignee, at its sole discretion and to the extent wherein not expressly prohibited by this Declaration and any amended or supplemental declaration, is hereby permitted to approve in writing deviations in the general use restrictions set forth in Article III in instances where, in its judgment, such deviations will result in a more common beneficial use and enhance the overall development plan for the Property. The approval of a deviation in the general use restrictions by the Architectural Control Committee does not obligate the Architectural Control Committee to approve a similar deviation at a later time. Notwithstanding any other provision contained herein, any dwellings, additions, or improvements erected or placed on any Lot shall be deemed to comply with the building requirements of the Architectural Control Committee and related covenants contained in the Declaration unless the Architectural Control Committee so notifies the Owner otherwise in writing within four (4) years from the completion thereof. This provision, however, shall not be deemed a waiver of the right of the Architectural Control Committee or Declarant to enforce the continuing restriction of use contained herein.

The Architectural Control Committee shall have the authority hereunder to require any Owner or Owner's agents or contractors to cease and desist in constructing or altering any improvements on any Lot, where such actions have not first been reviewed and approved, constitute a violation of the Declaration, the building guidelines or any other documents promulgated by the Architectural Control Committee. The violating Owner shall remove such violating improvements or site work at its sole expense and without delay, returning same to its original condition or bringing the Lot into compliance with the Declaration, Architectural Control Committee documents and any plans and specifications approved by the Architectural Control Committee for construction on that Lot. **This Declaration is notice of such approval requirements and, by purchasing a Lot, Owners hereby agree to bear the cost and expense to cure any violations according to these provisions, regardless of the substantial cost, time or loss of business involved.**

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

The Architectural Control Committee or its agents or assigns shall have the right, but not the obligation, to enter any Lot to determine if violations of this Declaration, the building guidelines, or any other documents promulgated by the Architectural Control Committee exist. In so doing, the Architectural Control Committee shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry nor in any way shall the Estates Association or its agent be liable for any accounting or other claim for such action.



The Architectural Control Committee shall have the right to set reasonable time constraints for both the commencement and completion of construction, which constraints shall be no less than ninety (90) days to commence construction and twelve (12) months to complete construction. If construction fails to start before the designated commencement date or is not completed before the designated completion date the plans shall be deemed not approved.

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

- 6.09 Actions of the Architectural Control Committee. The Architectural Control Committee may, by resolution unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Control Committee. In the absence of such designation, the vote of a majority of all the members of the Architectural Control Committee taken without a meeting, shall constitute an act of the Architectural Control Committee.
- 6.10 No Waiver of Future Approvals. The approval or consent of the Architectural Control Committee of any Plans and Specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Control Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any other Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.
- 6.11 Work in Progress. The Architectural Control Committee may at its option inspect all work in progress to insure compliance with approved Plans and Specifications.
- 6.12 Nonliability of Architectural Control Committee Members. Neither the Architectural Control Committee nor any member thereof shall be liable to the Estates Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Control Committee's duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Control Committee or its members, as the case may be. Neither the Architectural Control Committee nor any member thereof shall be liable to any Owner due to the construction of any Improvements within the Property, or the creation thereby of any obstruction of the view from such Owner's Lot or Lots.
- 6.13 Address. Plans and Specifications shall be submitted to the Architectural Control Committee in care of the Estates Association, or in care of such other person at such other address as may be designated by Declarant or the Board, as the case may be, from time to time.

- 6.14 Variances. Notwithstanding any other provision of the Declaration, in order to prevent undue hardship upon the Owner or Owners of any individual Lot or Lots upon the Property, variance from any restrictions set out in this Declaration may be granted by a unanimous decision of the Architectural Control Committee in a written instrument to be duly acknowledged, if and when such a variance shall ever be granted.
- 6.15 Governmental Agency Approval. Nothing in this Declaration shall be construed to relieve any Owner from securing such approvals, certificates and/or permits as may be required by law in connection with the construction of any Improvements on any Lot.
- 6.16 Relationship with Estates Association. The Architectural Control Committee has been created pursuant to this Declaration to perform certain functions specified herein relative to the review and approval of Plans and Specifications for Improvements built on the Property. The Architectural Control Committee does not exercise the authority of the Board, and shall not do so unless and until (i) the Board shall have duly appointed a majority of Board members to the Architectural Control Committee, and (ii) the Board shall by unanimous resolution, duly recorded in the records of the Estates Association, make the Architectural Control Committee a committee of the Board in accordance with the Texas Non-Profit Corporation Act.

ARTICLE VII.  
FUNDS AND ASSESSMENTS

7.01 Assessments.

- (A) The Estates Association may from time to time levy Assessments against each Lot whether or not improved. The level of Assessments shall be equal and uniform among all Lots, provided, however, that no Assessments hereunder shall be levied against Declarant.
- (B) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.
- (C) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot against which the Assessment falls due, and shall become a lien against each such Lot and all Improvements thereon. The Estates Association may enforce payment of such Assessments in accordance with the provisions of this Article.

- 7.02 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Estates Association and from which disbursements shall be made in performing the functions of the Estates Association under this Declaration. The funds of the Estates Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.
- 7.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Estates Association during such year in performing its functions under the Estates of Williams Creek Covenants, Conditions and Restrictions, including but not limited to the cost and expense of maintaining, repairing and replacing all entry ways, landscaping, streets, access gates (including, the equipment and devices used in connection therewith), street lights, storm water drainage systems (including, the equipment and devices used in connection therewith), sidewalks, greenbelts, common areas, trails, median strip, and right-of-way maintenance, the cost of enforcing the Estates Residential Restrictions, and reasonable provisions for contingencies and \_\_\_\_\_ appropriate replacement reserves, less any expected income and any surplus from the prior year's funds. Assessments sufficient to pay such estimated expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Estates Association may at any time, and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Estates Association on January 1<sup>st</sup> of each year. Assessments may be prorated at the discretion of the Board if a Lot is purchased during the year. No annual assessments shall be levied against the Declarant.
- 7.04 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out its mandatory functions of the Estates Association under the Estates of Williams Creek Covenants, Conditions and Restrictions. The Board may at its discretion assess each Lot a one-time \$3,000.00 special assessment for the initial construction, installation and maintenance of private streets, street lights and storm water drainage improvements and the facilities used therewith. The amount and due date of any special Assessments shall be at the reasonable discretion of the Board.
- 7.05 Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such assessments. Except as otherwise provided in Section 7.01(A) hereof, no Owner may exempt himself from liability

for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from due date thereof (or if there is no such highest rate, then at the rate of 1-1/2% per month), together with all costs and expenses of collection, including reasonable attorney's fees.

7.06 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but paid, shall, together with interest as provided in Section 7.05 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on purchase money mortgage lien(s) or purchase money deed(s) of trust filed of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Estates Association shall have the authority to subordinate the aforesaid Assessment lien to any other lien. Such authority shall be entirely discretionary with the Board and such subordination shall be effectuated by an officer of the Estates Association, duly authorized by the Board. To evidence an Assessment lien, the Estates Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed and acknowledged by an officer of the Estates Association, duly authorized by the Board, and shall be recorded in the Official Records of Brazos County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent, and may be enforced subsequent to the recording of a notice of Assessment lien as provided above, by the foreclosure of the defaulting Owner's Lot by the Estates Association in like manner as a mortgage on real property, or the Estates Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Estates Association. The Estates Association shall have the power to bid on the Property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Estates Association shall report to said Mortgagee the status of any Assessments relating to the Mortgagee's mortgage and remaining unpaid for longer than thirty (30) days after due.

7.07 Gated Community. Williams Creek PHASE 6 ("Phase 6") shall be a gated community. All roads, alleys, and sidewalks located in Phase 6 will be owned by the Estates Association subject to the following maintenance obligations:

a. Access shall be provided on all private and public streets at all times for police, fire, City inspection, mail delivery, garbage pickup, utility, school buses, para transit, demand and response vehicles, and other health and safety related vehicles. Access must not require drivers to exit their vehicles.

b. The gate design and implementation shall be such that it does not pose a threat to public health, safety and welfare. All mechanical or manual operating functions of the gates shall meet the fire department requirements and provide passage with unobstructed vertical and horizontal clearance. No access gate to Williams Creek PHASE 6 shall be placed on a public right-of-way or easement. Gated entry ways to subdivision shall provide a minimum unobstructed vertical clearance of 14 feet and 6 inches from the finished roadway surface over the entire width of the entry roadway. Public safety elements and signing shall be included in the gate entry way design. All gated entry ways shall provide adequate access for pedestrians and bicycles. Any gated entry way shall provide adequate turnaround areas for vehicles that are denied access in order to prevent backing into a public street. The gated entry way driveway pavement widths to subdivisions, for both egress and ingress, shall be a minimum of twenty (20) feet per driveway and are required to provide a minimum four (4) feet center median. The throat depth for a gated entry way shall meet the requirements of the applicable City ordinance from time to time.

c. The Estates Association will be responsible for and provide for operation, repair and maintenance of all private streets, access gates (including, the equipment and devices used in connection therewith), street lights, storm drainage storm water drainage systems (including, the equipment and devices used in connection therewith) and sidewalks located in the Phase 6. All private streets, access gates, street lights and any gated entry ways shall comply with all applicable City ordinances and regulations, including all applicable fire department requirements.

d. The City shall have access to Phase 6 at any time without liability when on official business. The City may remove obstructions including any gate upon non-compliance by the Estates Association of any terms of this Declaration or any applicable City ordinances or if necessary, for emergency vehicle access. In the event the City must remove obstructions to access the development, the Estates Association will be assessed all the costs of removal.

e. The Estates Association shall be obligated to establish and fund a street maintenance reserve fund ("Reserve Fund") that will provide adequate resources to maintain and repair the streets, street lights, storm water drainage systems (including, the equipment and devices used in connection therewith) and access gates (including, the equipment and devices used in connection therewith) on an ongoing basis. The Reserve Fund will be established as a part of the Estates Association annual budget and a copy of the budgeted Reserve Fund balance will be provided to the City on an annual basis. The Estate Association shall have the

right to enter into any street maintenance agreement as may be required or reasonably necessary or convenient from time to time.

f. The Estate Association shall maintain the private streets, street lights, storm water drainage systems (including, the equipment and devices used in connection therewith) and access gates (including, the equipment and devices used in connection therewith) in accordance with all applicable City ordinances and applicable laws and regulations. The Estates Association shall have the right to make any repairs to the private streets within Phase 6 as required by the City.

g. Each Owner, Resident and Member expressly understands, covenants and agrees with the Declarant and the Estates Association that:

- (i) Neither Declarant nor the Estates Association has any responsibility or liability of any kind whatsoever regarding or pertaining to the real and personal property of each Owner, Resident, and Member;
- (ii) Each Owner, Resident, and Member shall, from time to time, consult with reputable insurance industry representatives of each Owner's, Resident's, and Member's own selection to select, purchase, obtain, and maintain appropriate insurance providing the amount and kind of insurance deemed satisfactory to each Owner, Resident, and Member covering his or her real and personal property;
- (iii) Each Owner, Resident, and Member releases and holds Declarant and the Estates Association harmless from any uninsured liability, claims, causes of action, or damages of any kind or character whatsoever arising out of or related (directly or indirectly) to any and all aspects of the private streets within the Property, including without limitation: the functioning (whether mis-, mal-, or non-) of the mechanical gate access devices.

7.08 Changes in Laws. The Board may change the enforcement procedures set forth in this Article VII to comply with changes in applicable law.

7.09 Enforcement Rights and Remedies. The enforcement rights of the Estates Association in this Article VII shall at all times conform to and be subject to applicable state laws, including Chapter 209 of the Texas Property Code, as amended or modified from time to time.

## ARTICLE VIII. EASEMENTS

8.01 Installation and Maintenance. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure or other material shall be placed or

permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all Improvements in such area shall be maintained continuously by the Owner of the Lot, except for those Improvements for which the easements herein or referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements.

- 8.02 Surface Areas. The surface of easement areas for underground utility services may be used for planting shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Estates Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity reasonably relating to the construction, maintenance, operation or repair of any facility in any such easement area.
- 8.03 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Control Committee thereon require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of improvements, temporary or permanent, in any drainage easement, except as may be approved in writing by the Architectural Control Committee. No Owner, Resident, tenant or other person shall alter the drainage on any Lot so as to increase the drainage of storm water onto adjacent Lots or other areas of the Property. Collectively, the drainage easements shown on the recorded plat of Williams Creek, PHASE 6, and the drainage easements described in this Declaration shall be known collectively as the "Drainage Easements".
- 8.04 Blanket Easement. An easement is hereby retained in favor of the Estates Association over all Lots and the Common Area for the purpose of enforcing the Estates Residential Restrictions in accordance with Section 5.04(E) hereof, and for the construction of a common cable television system, a common sprinkler system, maintenance of landscaping, or any other item for the common benefit of the Owners. An easement is further granted for the purpose of repairing and maintaining any such system so constructed. An entry upon any Lot or the Common Areas to effectuate the foregoing purposes shall not be deemed as trespass.
- 8.05 Lots Thirty one (31), Thirty-two (32), Thirty-six (36) and Thirty-seven (37), Block Seven (7) in Williams Creek PHASE 6. In addition to, and not in lieu of,

general covenants and conditions herein contained with respect to maintenance of drainage easements, the following particular provisions shall be applicable to these specific lots, Lots Thirty-one (31), Thirty-two (32), Thirty-six (36) and Thirty-seven (37), Block Seven (7) in Williams Creek PHASE SIX (individually and collectively, the "Drainage Lots"):

These Drainage Lots shall be burdened with easements for drainage of storm water runoff from other portions of the Property located in the "Private Drainage Easement" areas as depicted in the recorded plat of Williams Creek, PHASE 6, allowing the other Owners of the Lots on the Property to erect, construct, install, bury, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify, and remove, a drainage way, including but not limited to, a subterranean pipeline, over and across the "Private Drainage Easement" areas (as depicted in the recorded plat of Williams Creek, PHASE 6) in the Drainage Lots, and to cut, trim, and control the growth of vegetation in the "Private Drainage Easement" areas on the Drainage Lots which might interfere with or threaten the operation and maintenance of the drainage way. No owner, tenant or other person shall alter the drainage on any Lot so as to increase the drainage of storm water onto adjacent Lots or other areas of the Property. Each owner shall promptly remove all litter, trash, refuse and waste on its Lot. No obstructions or debris shall be placed in the "Private Drainage Easement" areas on the Drainage Lots.

- 8.06 Enforcement of Maintenance Obligations. Without limiting any rights of enforcement as otherwise provided herein, if, in the opinion of the Estates Association, any Owner or such Owner's tenant or occupant has failed in any of the duties or responsibilities herein prescribed, then the Estates Association may give such person written notice of such failure and such person must, within ten (10) days after receiving such notice, perform such duties and responsibilities or make arrangements with the Estates Association for making the repairs and the maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Estates Association, through its authorized agent or agents, shall have the right and power to enter onto the applicable lot and perform such repairs and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owner and such Owner's tenants and occupants of any part of the lot on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Estates Association for such cost. If such Owner or such Owner's tenant or occupant shall fail to reimburse the Estates Association within thirty (30) days after receipt of a statement for such work from the Estates Association, then said indebtedness, together with interest thereon at the rate of the lesser of eighteen percent (18%) per annum and the highest rate allowed by applicable usury laws then in effect, from the date of demand therefor until paid, and the costs of collection thereof including, without limitation, reasonable attorney fees, shall be a debt of all of said persons jointly and severally, and shall constitute a lien against that lot on which said work was performed, which lien shall bind the lot in the hands of the Owner and such



Owner's heirs, devisees, personal representatives, successors or assigns. The said lien shall be superior to all other liens and charges against the lot, except for tax liens and all sums unpaid on purchase money mortgages securing sums borrowed for the acquisition or improvement of the Lot. The Estates Association shall have the authority to subordinate the aforesaid Assessment lien to any other lien. The enforcement rights of the Estates Association as provided in this Declaration shall conform to and be subject to Chapter 209 of the Texas Property Code, as amended or modified from time to time.

**ARTICLE IX.  
ACCESS**

9.01 Private Streets. The entry/exit access gates, streets, sidewalks and emergency access way within Williams Creek Subdivision PHASE 6 (collectively, the "Accessways") are "private" and constitute a portion of the Common Areas which are subject to the jurisdiction, administration and maintenance by the Estates Association. In addition to the other provisions appearing within the Declaration, the Board of Directors of the Estates Association is specifically authorized to recommend, adopt, implement and enforce rules, regulations mechanisms and procedures governing use of the entry/exist gates, sidewalks, streets and emergency access covering items such as (but not necessarily limited to):

- (a) identification and entry programs for Owners, Residents and Members, their respective immediate families, their guests and vehicles owner or driven by any of them;
- (b) speed limits, designated parking areas, restrictive parking areas and no-parking areas;
- (c) signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters;
- (d) a "fines" system through which the Estates Association can levy and collect fines from its Members for violations of the applicable rules and regulations;
- (e) disclaimers of liability from any and all matters of occurrences on or related to the Common Areas, and;
- (f) Upon satisfaction and compliance with the requirements of Section 10.01, each Owner shall be entitled to receive a gate access code from the Estates Association at no cost. Automatic remote transmitters to open the gates are available for purchase from the Estates Association at a reasonable price to be determined by the Estates Association and/or Declarant. Additional or replacement transmitters for lost or inoperable transmitters may be purchased by an Owner at a reasonable price to be the Estates Association and/or Declarant. In the event of sale of a Lot by an Owner, the selling Owner shall notify the Estates Association to deactivate the transmitters at the time of sale. Transmitters may be transferred to new Owners. New Owners shall contact the

Estates Association to program the new Owner's transmitter.

- 9.02 Accessways Easement. Subject to the provisions of Section 7.07 and this Article IX and any rules and regulations adopted by the Estates Association pursuant to Section 9.03 below, each and every Owner shall have a non-exclusive right and easement of enjoyment in and to all Accessways, and such easement shall be appurtenant to and shall pass with every Lot, provided the conveyance and transfer is accomplished in accordance with this Declaration.
- 9.03 Rules and Regulations for Access. Each Owner, Resident, and Member will cooperate with Declarant, the Estates Association, and the Architectural Control Committee in connection with the establishment, evolution, and maintenance of reasonable controls of the pedestrian and vehicular traffic into and within the Property and abide by any and all rules and regulations of the Estates Association, as adopted and promulgated from time to time, related to the entry upon and use of any Accessways, private streets and other Common Areas within the Property.
- 9.04 Conversion from Gated Community. The Owners of the Lots in Williams Creek PHASE 6 may agree to convert Williams Creek Subdivision PHASE 6 from a gated development with private streets to ungated development with public streets only upon an unanimous vote of all of the Owners of the Lots in Williams Creek PHASE 6 to approve such conversion which would make the community ungated.

#### ARTICLE X. REGISTRATION

- 10.1 Registration with the Estates Association. In order that the Declarant and the Estates Association can properly acquaint every Lot purchaser and every Owner, Resident and Member with this Declaration and the day-to-day matters within the Estates Association's jurisdiction, each and every Owner, Member and Resident shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Estates Association such as:
- (a) the full name, address, and telephone number of each Owner, Member and Resident;
  - (b) the full name of each individual family member who resides within the residential Dwelling Unit of the Lot Owner;
  - (c) the business address, occupation and telephone numbers of each Resident;
  - (d) the description and license plate number of each automobile owned or used by a Resident and brought within the Property;
  - (e) the name, address and telephone numbers of other local individuals who can be contacted (in the event the Resident cannot be located) in case of an

- emergency; and
- (f) such other information as may be reasonably requested from time to time by the Estates Association.

In the event any Owner, Member or Resident fails, neglects or refuses to so provide, revise and update such information, then the Estates Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Owner, Member and Resident shall become automatically jointly and severally liable to promptly reimburse the Estates Association for all reasonable costs and expenses incurred in so doing.

ARTICLE XI.  
MISCELLANEOUS

- 11.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 1, 2034, unless amended as herein provided. After December 1, 2034, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended as provided in Section 11.03 below or terminated by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property then subject to this Declaration, filed of record in the Official Records of Brazos County, Texas.
- 11.02 Dissolution. Upon termination of this Declaration in accordance with Section 11.01 above, the Estates Association shall be dissolved. In the event of any such dissolution of the Estates Association, other than incident to a merger or consolidation, the assets of the Estates Association shall be dedicated to any appropriate public agency to be used for purposes similar to those of the Estates Association with respect to the Common Areas. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.
- 11.03 Amendment.
- (A) By Declarant. This Declaration may be amended by the Declarant, acting alone, until the Transition Date (defined in Section 5.03). No amendment by Declarant shall be effective until there has been recorded in the Official Records of Brazos County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the Secretary of the Estates Association, certifying that the Declarant had the requisite number of votes.
- (B) By Owners. After the Transition Date (defined in Section 5.03), this Declaration may be amended by the recording in the Official Records of Brazos

County, Texas, of an instrument executed and acknowledged by the President and Secretary of the Estates Association setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least sixty percent (60%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof.

11.04 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail it shall be deemed to have been delivered on the third (3<sup>rd</sup>) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Estates Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Estates Association.

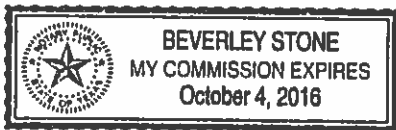
11.05 Severability; Construction. If it is found that any provision contained in this Declaration is in violation of any law, then such provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law. The invalidity, illegality or unenforceability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

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 6<sup>th</sup> day of June, 2013.

[Signature]  
JOE JOHNSON  
[Signature]  
JANET JOHNSON

THE STATE OF TEXAS §  
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 6<sup>th</sup> day of June, 2013 by JOE JOHNSON and wife, JANET JOHNSON.



[Signature]  
Notary Public, State of Texas

Williams Creek  
61.91 Acre Tract  
Nathan Ciampitt Survey, A-90  
S. W. Robertson Survey, A-202  
College Station, Brazos County, Texas

Field notes of a 61.91 acre tract or parcel of land, lying and being situated in the Nathan Ciampitt Survey, Abstract No. 90 and in the S. W. Robertson Survey, Abstract No. 202, College Station, Brazos County, Texas, and being part of the 116.81 acre tract described in the deed from Jean Stephen Family No. Two, L.P. and Carol M. Anderson to Joseph S. Johnson and wife, Janet M. Johnson, recorded in Volume 6578, Page 220, of the Official Records of Brazos County, Texas, and said 61.91 acre tract being more particularly described as follows:

**BEGINNING** at a ½" iron rod found marking the east corner of Lot 1 (1.934 acres), Block 7, according to the Vacating and Final plat for Williams Creek Subdivision, Phase 5, recorded in Volume 8276, Page 139, of the Official Records of Brazos County, Texas;

**THENCE** N 65° 10' 15" W for a distance of 356.17 feet and corner in the centerline of a tributary to Carter's Creek at the north corner of the said Lot 1, and in the southeast line of Lot 47, Block 1, Williams Creek Subdivision, Phase 4, according to the plat recorded in Volume 7118, Page 119, of the Official Records of Brazos County, Texas, from which a ½" iron rod found for reference bears S 13° 48' 54" W - 20.0 feet;

**THENCE** along the northwest line of the beforementioned 116.81 acre tract, same being the southeast line of the beforementioned Williams Creek Subdivision, Phase 4 and the southeast line of Williams Creek Subdivision, Phase 3, according to the plat recorded in Volume 7249, Page 292, of the Official Records of Brazos County, Texas, same being the centerline of a tributary to Carter's Creek, as follows:

N 25° 22' 09" W	for a distance of 13.53 feet,
N 03° 31' 51" E	for a distance of 19.19 feet,
N 34° 06' 39" E	for a distance of 24.26 feet,
N 29° 02' 13" E	for a distance of 42.34 feet,
N 73° 10' 23" E	for a distance of 13.02 feet,
N 09° 05' 10" E	for a distance of 11.95 feet,
N 20° 28' 28" W	for a distance of 17.33 feet,
N 35° 19' 40" W	for a distance of 12.40 feet,
N 39° 23' 21" W	for a distance of 9.19 feet,
S 72° 56' 18" W	for a distance of 10.35 feet,
N 61° 13' 44" W	for a distance of 11.22 feet,
N 48° 30' 22" W	for a distance of 21.14 feet,
N 30° 49' 57" W	for a distance of 9.38 feet,
N 37° 26' 15" E	for a distance of 26.93 feet,
N 44° 16' 41" E	for a distance of 34.73 feet,
N 25° 06' 18" E	for a distance of 14.13 feet,
N 20° 12' 40" W	for a distance of 13.36 feet,
S 66° 55' 54" W	for a distance of 10.45 feet,
N 60° 32' 48" W	for a distance of 29.79 feet,
N 36° 06' 54" W	for a distance of 9.58 feet,
N 32° 01' 24" E	for a distance of 33.20 feet,
N 49° 04' 38" E	for a distance of 15.90 feet,
N 26° 34' 00" E	for a distance of 18.49 feet,
N 57° 48' 34" E	for a distance of 14.62 feet,
N 57° 44' 51" E	for a distance of 11.12 feet,
N 08° 39' 09" E	for a distance of 9.53 feet,
N 05° 02' 18" W	for a distance of 13.58 feet,
N 15° 10' 37" E	for a distance of 24.49 feet,
N 14° 10' 53" W	for a distance of 26.56 feet,

Williams Creek  
61.91 Acre Tract



Nathan Ciampitt Survey, A-90  
 S. W. Robertson Survey, A-202  
 College Station, Brazos County, Texas  
 Continued - Page 2

N 72° 44' 58" W	for a distance of 10.94 feet,
N 37° 15' 18" W	for a distance of 28.20 feet,
N 30° 08' 23" E	for a distance of 73.75 feet,
N 46° 40' 44" E	for a distance of 16.62 feet,
N 58° 38' 31" W	for a distance of 27.86 feet,
N 62° 55' 30" W	for a distance of 8.69 feet,
N 19° 36' 48" W	for a distance of 25.08 feet,
N 22° 25' 02" E	for a distance of 23.07 feet,
N 34° 22' 09" W	for a distance of 12.94 feet,
N 48° 37' 22" W	for a distance of 25.48 feet,
N 25° 43' 12" W	for a distance of 18.79 feet,
N 16° 28' 45" E	for a distance of 35.23 feet,
N 66° 38' 34" E	for a distance of 13.70 feet,
S 61° 36' 30" E	for a distance of 7.15 feet,
S 17° 29' 02" W	for a distance of 19.05 feet,
S 40° 15' 56" E	for a distance of 9.17 feet,
S 81° 13' 52" E	for a distance of 13.59 feet,
N 44° 06' 00" E	for a distance of 18.86 feet,
N 11° 43' 38" W	for a distance of 12.01 feet,
N 25° 46' 07" W	for a distance of 52.13 feet,
N 89° 07' 08" W	for a distance of 6.11 feet,
S 67° 43' 01" W	for a distance of 18.54 feet,
S 89° 06' 27" W	for a distance of 7.48 feet,
N 57° 31' 37" W	for a distance of 8.74 feet,
N 37° 57' 45" W	for a distance of 8.38 feet,
N 09° 55' 05" W	for a distance of 11.50 feet,
N 52° 19' 29" E	for a distance of 11.19 feet,
N 81° 57' 42" E	for a distance of 10.85 feet,
N 88° 05' 07" E	for a distance of 8.30 feet,
N 49° 45' 47" E	for a distance of 9.99 feet,
N 42° 11' 57" E	for a distance of 17.79 feet,
N 15° 00' 26" E	for a distance of 7.50 feet,
N 18° 44' 16" W	for a distance of 12.75 feet,
N 02° 47' 22" W	for a distance of 8.14 feet,
N 16° 23' 16" E	for a distance of 24.09 feet,
N 25° 42' 38" E	for a distance of 7.58 feet,
N 48° 03' 30" E	for a distance of 24.23 feet,
N 36° 42' 01" E	for a distance of 11.95 feet,
N 34° 25' 38" E	for a distance of 9.73 feet,
N 06° 25' 43" E	for a distance of 8.06 feet,
N 11° 35' 46" E	for a distance of 11.51 feet,
N 58° 35' 21" E	for a distance of 11.88 feet,
N 81° 25' 03" E	for a distance of 7.85 feet,
N 71° 37' 44" E	for a distance of 18.01 feet,
N 48° 17' 12" E	for a distance of 13.55 feet,
N 68° 48' 49" E	for a distance of 10.98 feet,
N 81° 47' 27" E	for a distance of 7.57 feet,
S 37° 05' 39" E	for a distance of 4.45 feet,
S 86° 54' 50" E	for a distance of 12.43 feet,
N 79° 51' 40" E	for a distance of 9.79 feet,
N 55° 25' 09" E	for a distance of 29.86 feet,
N 28° 43' 29" E	for a distance of 6.94 feet,
N 06° 33' 47" W	for a distance of 11.40 feet,
N 31° 22' 36" W	for a distance of 7.47 feet,
N 30° 18' 45" E	for a distance of 8.90 feet,

Williams Creek  
 61.91 Acre Tract





Nathan Ciampitt Survey, A-90  
 S. W. Robertson Survey, A-202  
 College Station, Brazos County, Texas  
 Continued - Page 3

N 45° 30' 44" E	for a distance of 19.61 feet,
N 28° 23' 05" E	for a distance of 29.86 feet,
S 75° 51' 24" E	for a distance of 21.30 feet,
N 46° 50' 57" W	for a distance of 23.87 feet,
N 05° 14' 22" W	for a distance of 8.67 feet,
N 17° 52' 56" E	for a distance of 10.54 feet,
N 27° 42' 00" E	for a distance of 11.78 feet, to a point where said creek flattens out and becomes indistinct,
N 70° 36' 41" E	along the said indistinct creek line for a distance of 448.82 feet, to a point where the creek becomes evident again,
S 79° 35' 16" E	for a distance of 32.31 feet,
S 69° 11' 21" E	for a distance of 43.18 feet,
S 23° 27' 07" E	for a distance of 8.36 feet,
S 61° 40' 55" E	for a distance of 48.37 feet,
N 50° 03' 51" E	for a distance of 8.58 feet,
S 21° 36' 15" E	for a distance of 13.22 feet,
S 54° 05' 30" E	for a distance of 28.85 feet,
N 89° 15' 30" E	for a distance of 18.71 feet,
S 58° 36' 30" E	for a distance of 30.87 feet,
S 19° 59' 28" W	for a distance of 11.53 feet,
S 26° 27' 22" E	for a distance of 14.53 feet,
N 66° 58' 09" E	for a distance of 17.43 feet,
S 49° 39' 38" E	for a distance of 16.24 feet,
S 15° 32' 14" E	for a distance of 17.62 feet,
N 65° 51' 29" E	for a distance of 30.38 feet,
N 89° 13' 48" E	for a distance of 10.45 feet,
N 19° 45' 48" W	for a distance of 15.82 feet,
N 82° 18' 12" E	for a distance of 20.45 feet,
N 05° 15' 36" E	for a distance of 23.17 feet,
S 84° 24' 15" E	for a distance of 21.02 feet,
N 15° 26' 25" E	for a distance of 25.69 feet,
N 38° 43' 46" W	for a distance of 17.39 feet,
N 38° 32' 01" E	for a distance of 22.18 feet,
N 71° 12' 10" E	for a distance of 17.94 feet,
N 15° 25' 45" E	for a distance of 7.37 feet,
N 29° 05' 39" W	for a distance of 8.54 feet,
N 54° 55' 35" E	for a distance of 18.58 feet to the north corner of the beforementioned 116.81 acre tract, same being the east corner of Lot 25 (7.731 acres), Block 1, Williams Creek Subdivision, Phase 3, said corner also lying in the average centerline of Carter's Creek, (oid channel - minimal flow) which is the southwest line of the 2366.04 acre tract, described in the deed to George J. Kacai, Jr., recorded in Volume 1470, Page 88, of the Official Records of Brazos County, Texas, said corner also in the Boundary Line Agreement between Kacai and Anderson / Stephen Property, as recorded in Volume 3933, Page 66, of the Official Records of Brazos County, Texas;

THENCE along the common line between the beforementioned 116.81 acre tract and the 2366.04 acre tract, as subject to the beforementioned Boundary Line Agreement, and also being the centerline of Carter's Creek, (oid channel - minimal flow), as follows:

Williams Creek  
 61.91 Acre Tract  
 Nathan Ciampitt Survey, A-90



S. W. Robertson Survey, A-202  
College Station, Brazos County, Texas  
Continued - Page 4

S 59° 38' 53" E for a distance of 41.86 feet,  
S 69° 59' 28" E for a distance of 384.54 feet,  
S 01° 09' 26" E for a distance of 104.56 feet,  
S 43° 52' 42" E for a distance of 236.52 feet to the confluence of the  
flowing channel of Carter's Creek being the end of the  
beforementioned Boundary Line Agreement;

THENCE continuing along the common line between the beforementioned  
116.81 acre tract and the 2366.04 acre tract, same being centerline of Carter's Creek  
(flowing channel), as follows:

S 07° 06' 08" E for a distance of 51.86 feet,  
S 60° 02' 38" E for a distance of 244.50 feet,  
S 36° 15' 00" E for a distance of 111.86 feet,  
S 05° 55' 41" E for a distance of 139.70 feet,  
S 47° 46' 24" E for a distance of 201.91 feet,  
N 75° 07' 05" E for a distance of 95.97 feet,  
N 48° 53' 21" E for a distance of 42.02 feet,  
S 85° 08' 33" E for a distance of 69.90 feet,  
S 45° 34' 38" E for a distance of 106.52 feet,  
S 43° 41' 47" E for a distance of 193.94 feet,  
S 80° 57' 33" E for a distance of 89.71 feet,  
N 89° 17' 49" E for a distance of 53.21 feet and corner in the common  
line between the said 116.81 acre tract and the  
192.97 acre tract (NET) described in the deed from  
Caroi M. Anderson to Fred G. Anderson, as recorded  
in Volume 8479, Page 93, of the Official Records of  
Brazos County, Texas;

THENCE S 35° 25' 01" W along the common line between the beforementioned  
116.81 acre tract and the 192.97 acre tract, at a distance of 43.92 feet pass a ½" iron  
rod found from which a 6" cedar post fence corner bears S 35° 25' W - 1.9 feet, continue  
on, for a total distance of 357.56 feet to a ½" iron rod found marking the northeast  
corner of Lot 10 (5.132 acres), Block 8, Williams Creek Subdivision, Phase 7, according  
to the plat recorded in Volume 7964, Page 180, of the Official Records of Brazos  
County, Texas, from which a 4" cedar post fence corner bears N 35° 25' E - 44.5 feet;

THENCE along the north line of the beforementioned Williams Creek  
Subdivision, Phase 7, and Williams Creek Subdivision, Phase 5 (8276/139), as follows:

N 82° 57' 52" W for a distance of 181.86 feet to a ½" iron rod found,  
N 81° 21' 49" W for a distance of 384.70 feet to a ½" iron rod found,  
N 86° 13' 12" W at a distance of 22.88 feet pass a ½" iron rod found  
marking the common corner between the  
beforementioned Williams Creek Subdivision Phase 7  
and Williams Creek Subdivision, Phase 5, for a total  
distance , of 222.31 feet to a ½" iron rod found,  
S 62° 58' 46" W for a distance of 63.20 feet to a ½" iron rod found,

Williams Creek  
61.91 Acre Tract  
Nathan Ciampitt Survey, A-90  
S. W. Robertson Survey, A-202  
College Station, Brazos County, Texas  
Continued - Page 5

N 85° 30' 10" W for a distance of 114.90 feet to a ½" iron rod found,  
S 50° 48' 44" W for a distance of 637.98 feet to a ½" iron rod found,  
S 76° 02' 21" W for a distance of 122.81 feet to a ½" iron rod found,  
N 74° 11' 36" W for a distance of 423.06 feet to a ½" iron rod found,



S 73° 13' 40" W for a distance of 70.00 feet to a ½" iron rod found in the east right-of-way line of Williams Creek Drive - 70' wide right-of-way, same being a curve, concave to the southwest, having a radius of 385.00 feet,  
Northwesterly along said curve, for an arc distance of 191.18 feet to a ½" iron rod found marking the south corner of the beforementioned Lot 1, Block 7, the chord bears N 30° 59' 54" W - 189.22 feet,  
N 23° 41' 11" E for a distance of 272.17 feet to the PLACE OF BEGINNING, containing 61.91 acres of land, more or less.

