

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR SPRINGCREEK VILLAGE SUBDIVISION**

**6051**

THE STATE OF TEXAS  
COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, COUNTRY COMMUNITY SPRING CREEK VILLAGE, L.P. is owner and developer of SPRINGCREEK VILLAGE, an Addition to the City of Brenham, Washington County, Texas, and do hereby place the following amended and restated restrictions, reservations, covenants, easements, and conditions on the lots, tracts and parcels of land in SPRINGCREEK VILLAGE, as shown by plat thereof duly filed in the plat records of Washington County, Texas on January 23, 2003, Sheet 472-B, and replat thereof duly filed in the plat records of Washington County, Texas on May 15, 2006, Sheet 542A, which amended and restated restrictions, reservations, covenants, easements, and conditions replace in their entirety those previously filed of record on May 6, 2005 in Volume 1160, Page 200 of the Real Property Records of Washington County, Texas.

**ARTICLE I  
DEFINITIONS**

1.1 Capitalized terms used but not defined herein have the meaning set forth in the Bylaws.

1.2 "Assessments" shall mean and refer to the annual Association dues levied pursuant to Article II hereof for managing, maintaining, and operating the Common Area, for enforcing this Declaration, and for other purposes of the Association as set out in its Certificate of Formation, Bylaws and this Declaration.

1.3 "Association" shall mean and refer to the Brenham SpringCreek Village Homeowner Association, Inc., (SCVHOA) a nonprofit corporation created under the laws of the State of Texas. Membership in the Association shall be regulated according to the Certificate of Formation, Bylaws and other governing documents of the Association.

1.4 "Board Members" shall mean and refer to the Board of Directors of the Association, also known as the Executive Committee of the Association. Board Members also include, where applicable, the officers of the Association.

1.5 "Common Area" means all property owned by the Association for the common use and benefit of the Owners, if any, such as parks and/or detention ponds.

1.6 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for SpringCreek Village Subdivision filed on May 6, 2005 in Volume 1160, Page 200, of the Real Property Records of Washington County, Texas, as amended and restated by this Amended and Restated Declaration of Covenants, Conditions and Restrictions for SpringCreek Village Subdivision.

1.7 "Deed Restrictions" shall mean and refer to the restrictions, covenants and conditions contained herein.

1.8 "Developer" and "Declarant" shall mean and refer to County Community Spring Creek Village, L.P. and its general partner and agents (and any successor thereto by means of merger, change of name, state law conversion or otherwise).

1.9 "Lot" shall mean and refer to any numbered Lot as per the Subdivision maps or plats of the Subdivision.

1.10 "Occupant" shall mean and refer to those presently residing and occupying the residence on a Lot.

1.11 "Owner" shall mean and refer to the record owner (whether one or more persons or entities) of a fee simple title to the surface estate in any Lot that is a part of the Subdivision and that is subject to these Deed Restrictions but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include all parties and persons owning property in the Subdivision and which voluntarily subject their property to such Deed Restrictions by: (1) recording an appropriate instrument in the Deed Records of Washington County, or (2) claiming under or through any party or person described in (1) above. An Owner may be different from an Occupant. An Occupant who is not an Owner does not necessarily have the same rights and obligations as an Owner.

1.12 "Subdivision" shall mean and refer to all of the property within SpringCreek Village as per the plat filed in the Map Records of Washington County, Texas.

1.13 "Voting Rights" shall mean and refer to the rights of each Owner to vote in instances where voting of Owners is necessary as set forth in the Bylaws of the Association.

1.14 "Front Yard" shall mean and refer to the area of each Lot that is located on the street side of each residence.

**ARTICLE II**  
**COVENANTS FOR MAINTENANCE ASSESSMENTS**

2.1 Creation of the Lien and Personal Obligation of Assessment: Each Lot in the Subdivision shall be subject to annual assessments or charges and special assessments for capital improvements. Each Owner, by acceptance of a deed therefore, whether or not it shall be so expressed, shall be deemed to covenant and agree to pay such assessments. The assessments are

payable to the Association and such annual and special assessments shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. If such assessments become delinquent and collection is made necessary by an attorney, then court costs and reasonable attorney fees shall also be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. In addition, assessments shall be deemed delinquent thirty (30) days after each such assessment becomes due and payable and interest shall commence to accrue upon such delinquency. Such interest shall be at the highest rate allowed by law in the State of Texas at the time of the first accrual of such interest, and such interest shall also be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Any assessment not paid within ninety (90) days of notification to an Owner that the assessment is due shall result in the additional assessment of a late charge in an amount of twenty-five dollars (\$25) for each assessment and such charge shall also be a charge on the land and shall be a continuing lien upon the property against which each such assessment and penalty is made. Each such assessment, together with late charges, interest, court costs, and reasonable attorney fees, shall also be the personal obligation of the person, persons, or entity who or which was the Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by such successors, but such lien securing the same shall continue until paid.

2.2 Subordination of Lien to Mortgages: The assessment lien shall be subordinate to the lien of any first mortgage or valid home equity lien or valid second lien, but superior to all other liens.

2.3 Purpose of Assessments: Assessments levied by the Association shall be used for the purpose of promoting the property value, recreation, health, safety, and welfare of the Owners, including, but not limited to, costs of enforcement of these restrictions, covenants and conditions, business costs of the Association, maintenance of any Common Area, negotiation of professional police and security service if any, street lighting, street cleaning, mosquito control, special garbage or heavy trash pick-up, and other purposes as the Association may deem to be in the Subdivision's best interest.

2.4 Annual Assessments: The annual assessments will be for the period January 1<sup>st</sup> through December 31<sup>st</sup> of each such twelve-month period. Assessments are due and payable in advance and the amount of each such annual assessment shall be two hundred fifty dollars (\$250) for the assessment period. Increases in the annual assessment may be made from time to time by the Association, through its Board of Directors, but each such increase shall not exceed fifteen percent (15%) of the annual assessment of the previous year. The Board shall fix the amount of the annual assessment against each Lot not less than thirty (30) days in advance of each annual assessment period.

2.5 Special Assessments for Capital Improvements: In addition to the annual assessment authorized above, the Board may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of: (1) any purchase, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or (2) any other expenditure authorized by Paragraph 2.3; provided that any such assessment shall have the assent of a

majority of the Voting Members at a Members meeting duly called for such purpose, but may not be by proxy.

2.6 Remedies of the Association for Nonpayment of Assessment: Any unpaid assessment shall give the Association the right to bring an action at law to enforce the lien against the property and the Owner personally obligated to pay the assessment, and to take whatever other legal action is necessary to protect the rights of the Association and/or the remaining Owners. The lien or liens provided herein as security for the assessment shall be in favor of the Association and shall be for the benefit of all other Owners. The Association may bring an action at law against the Owner personally obligated to pay same or foreclose the Association's lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association either judicially or non-judicially by power of sale, and each Owner expressly grants to the Association a power of sale in connection with the non-judicial foreclosure of the Association's lien. Non-judicial foreclosure shall be conducted in accordance with the then applicable laws of the State of Texas, including, but not limited to Chapter 51 of the Texas Property Code, and notice and posting of sale shall be in compliance with such laws. The Board is expressly empowered hereby to designate a trustee in writing from time to time to post or cause to be posted any required notices and to conduct any such non-judicial foreclosure sale. The Association shall have the power to bid on the Lot at any foreclosure sale, and to acquire, hold, lease, mortgage, or convey the same.

2.7 Suspension of Voting Rights: The Association shall have the power to suspend the Voting Rights of any Owner who is delinquent in the payment of any Assessment.

**ARTICLE III**  
**ARCHITECTURAL CONTROL COMMITTEE**

3.1 Committee Composition: There is hereby created an Architectural Control Committee ("ACC"). Until 95% (ninety-five percent) of the Lots in the subdivision are sold to third-parties, the Developer shall serve as the sole member of the ACC and shall have all powers and authority of such ACC. After the sale of at least 95% (ninety-five percent) of the Lots to third-parties, the ACC will be composed of three (3) Board Directors and/or Voting Members, to be appointed by the Board of Directors. The Committee members will serve a one (1) year term, and in the event that any one of said Committee members dies, resigns, becomes incapacitated, or becomes ineligible to act, the Board of Directors shall appoint a successor to serve out the remaining term of the committee member who has died, resigned, become incapacitated, or become ineligible. Any Committee member may be removed by a majority vote of the Board of Directors, with or without cause, and the Board may appoint a successor to serve out the remaining terms of the removed Committee member. The powers and duties of the ACC are recited in this document.

3.2 Quorum: A quorum must be present at meetings of the ACC to conduct business and vote on any ACC matter. A majority of the members of the ACC shall constitute a quorum thereof.

3.3 Architectural Control Committee Approval: Prior to any work being performed on any building or improvements, the design, color and location of any building, structure, addition or improvement proposed or existing must be approved in writing by the ACC. The ACC may require the submission of construction plans, plot plans, blueprints and specifications, with such other documents as it deems appropriate, including but not limited to site layout, building location, building materials, colors and elevation. The ACC shall have the discretion to approve or disapprove plans and specifications for buildings, structures, additions or improvements on the basis of location, color, quality of building materials and harmony of external design with existing structures. In the event the ACC fails to approve or disapprove the design, color and location of any such building, structure, addition or improvement within thirty (30) days after the plans and other requested documents have been submitted to it, such approval will not be required and this provision as to approval will be deemed to have been satisfied. The decision of the ACC shall be final and conclusive.

Existing Colors Excepted from ACC Approval: The exterior surface of a house, garage, or other structure or improvement may be painted or repainted the same color and shade as the color and shade of the existing structure without prior approval from the ACC. This exception does not affect the requirement for submittal of plans and specifications for new structures, or for additions or modifications to existing structures. ACC approval shall be required prior to painting a different color or shade from the existing color.

3.4 Architectural Guidelines: The ACC may, but shall not be required to, from time to time promulgate an outline of minimum acceptable architectural and/or construction guidelines; provided, however, that such outline will serve as a minimum guideline and the ACC will not be bound thereby. The ACC may provide detailed style or construction specifications in the Architectural Guidelines, and the ACC may from time to time amend and update the Architectural Guidelines.

3.5 Allowance of Variances or Adjustments: The ACC shall have the power to and may allow reasonable variances and adjustments to the restrictions set forth herein in order to overcome practical difficulties and to prevent unnecessary hardships in the application of the restrictions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof; and provided further, that in every instance such variance or adjustment will not be materially detrimental or injurious to other property, improvements or the Owners thereof. Furthermore, such variances and adjustments as may be granted hereunder may include without limitation the height, size and building setback restrictions as set forth herein or on the plat maps for the subdivision.

#### **ARTICLE IV**

#### **USE RESTRICTION COVENANTS AND CONDITIONS**

4.1 Residential Use/Business Restrictions: No Lot shall be used except for residential purposes, and only one (1) residence shall be constructed on each Lot. The term "residential purposes" as used herein shall be held and construed to exclude, without limitation, hospitals, duplex houses, apartment houses, halfway houses, hotels, commercial and professional uses of

any kind. The foregoing restrictions shall not be construed in such manner as to prohibit an Owner or resident from (a) keeping his or her own business or professional records or accounts; or (b) handling his or her own business or professional telephone calls or correspondence. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions. Any business, commercial, or professional activity on any Lot or in any structure thereon which disturbs the exclusively residential character and tranquility of the Subdivision shall be prohibited. Prohibited activity shall be defined as any such activity which creates disruptions or a nuisance to the neighborhood or any such activity that can be seen, heard, or smelled by persons outside the Lot or structure. Indications of such prohibited activity shall include but not be limited to: noise, visible storing of supplies or equipment, increased pedestrian or vehicular traffic, increased parking of vehicles, increased deliveries, signs, advertising, emissions of dust, smoke, gasses, chemicals odors, lights, radio signals, or discharges of non-household wastes into the sewage system. The ACC has the authority to interpret and enforce the provisions concerning business restrictions.

4.2 ACC Approval Required: No building of any type shall be erected, placed or altered on any Lot in this Subdivision until the building plans, specifications, and plot plan showing the location of such building and/or the modifications thereto have been approved in writing by the ACC as to conformity and harmony of external design with existing structures in the Subdivision, and as to the location of the building with respect to topography and finished ground elevation. See also Article III, Paragraph 3.3 regarding Architectural Control Committee Approval. The Developer and/or ACC have the right to deny a homebuilder the right to construct homes within the Subdivision.

4.3 Minimum Plot Area: See Plat.

4.4 Requirement to Build and Requirement to Sell: After closing of the sale of a Lot from Developer to another individual or entity, such individual or entity shall commence construction and prosecute it with due diligence so that construction is started within six (6) months of the closing and construction shall be completed within twelve (12) months after the closing of the Lot. If the Owner fails to comply with this rule, Developer shall have the option to purchase the Lot from the Owner at the price the Owner paid for it when purchased from Developer.

4.5 Building Location: No residence shall be constructed or located nearer to the front line or nearer to the side street line than the building setback lines shown on the recorded plat of the Subdivision. All residences and improvements must be constructed in accordance and in full compliance with the City of Brenham Zoning and Building Code and Requirements.

4.6 Minimum Square Footage: No main residential structure shall be placed on any Lot unless its living area has a minimum of fifteen hundred (1,500) square feet of floor area, exclusive of porches and garages.

4.7 Residences: No structure shall be erected, altered or placed upon any Lot other than a single one-story, or a single one and one-half story, or a two-story single family dwelling, and a single out-building (exclusive of a detached garage) for use in connection with the residence;

provided, however, that no out-building, including storage sheds (inclusive of a detached garage) may be erected prior to approval of the ACC.

4.8 Exterior Wall and Roof Specifications: No residence shall have less than fifty-one percent (51%) Stone or Hardy Plank on its exterior wall area, except that detached garages shall not be required to have Stone exterior provided that construction conforms to the other requirements herein. Any other exterior materials other than Stone and/or Hardi-Plank must be approved by the ACC. No asbestos siding shall be used on any part of any building. All roofs shall be in accordance with city code.

4.9 Damaged Structures: Any building, structure or improvement destroyed partially or totally by fire, storm or any other means shall be repaired to original condition or demolished. The repairs or demolition shall be initiated within six (6) months of the date of damage. Demolition shall also require removal of all concrete foundations, drives, and walkways. At that time the land shall be restored to an orderly and attractive condition. Before repairs or rebuilding begin, the Owner must receive prior written approval of plans and specifications for repairs or rebuilding from the ACC.

4.10 Mobile Homes: No trailer homes, mobile homes, or modular homes of any kind can be placed or stored on any Lot in the Subdivision.

4.11 Carports: No carport shall be constructed on any Lot without prior written approval from the ACC.

4.12 Sight Obstructions: No fence, wall, hedge, shrub, planting or any other detached structure that obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be erected, maintained, or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No fence or wall of any type shall be permitted to remain on any Lot between the building set-back line and the paved portion of the street. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

4.13 Fence Construction and Maintenance: Wire and chain link fences are prohibited. All fences shall be located along the sides and back of any Lot and must be six (6) feet, in height from ground level, unless the fence separates a residence from a commercial property, in which case the fence shall be at least six (6) feet but not more than eight (8) feet in height. All fences shall be constructed of redwood, cedar or pressure-treated pine upright boards with at least two horizontal bracing boards, unless otherwise approved in writing by the ACC. Wrought Iron fencing is also allowed. All fences will be maintained in good repair. Any perimeter fence repairs must be erected with the same material as the original construction and are to be done at the expense of the Owner. No fence shall be erected in the front yard of a residence.

4.14 Signs: No signs, billboard, posters, or advertising devices of any character shall be erected on any Lot except one sign of not more than six (6) square feet advertising the property for sale or rent.

Limited Exceptions to the Sign Restriction: Association announcements may be posted and the following types of signs may be posted only as designated herein:

Election Campaign Signs: Campaign signs shall not exceed six (6) square feet in size, shall not be erected more than ninety (90) days in advance of the election, and shall be removed within ten (10) days after the conclusion of the election.

"Team" Signs: Signs that pertain to a child being in the band, swim team, football team, cheerleading squad, and other school or team related activities shall not exceed six (6) square feet in size, and may be placed in the yard for four (4) weeks per year.

Garage or Yard Sale Signs: Garage/yard sale signs may be posted not more than twenty-four (24) hours in advance of the garage or yard sale, and must be removed within twenty-four (24) hours after the conclusion of the garage or yard sale.

Security Alarm Signs: Signs identifying the residence is monitored by a security company are allowed. Security alarm signs shall not exceed two (2) square feet in size.

4.15 Water and Sewage: No water well, septic tank or cesspool shall be located on any residential Lot in the Subdivision.

4.16 Antennas and Electronic Equipment: No electronic antennae or device of any type other than an antenna for CB, short wave or normal television and radio signals shall be erected, constructed or placed on any Lot, house or buildings. Antennae may be attached to the house provided such antennae must be located to the rear of the roof line, gable or centerline of the principal dwelling. Freestanding antennae must be located behind the rear wall of the main residential structure. No satellite dish or antenna shall be erected that is visible from the street without prior written approval of the ACC.

4.17 Mail Boxes and Residence Identification: Mail boxes, house numbers and name identification used in the subdivision must be harmonious and aesthetic of the subdivision. Each Lot shall have its street address marked in a manner that is legible from the street. All mailboxes, house numbers, and name identification shall be of the same construction, as specified by the ACC.

4.18 Lot and Landscape Maintenance: Owners and/or Occupants shall at all time keep trees, shrubs, weeds and grass trimmed and cut in a sanitary and attractive manner. This is the obligation of the Owner of the Lot at his or her expense. If the Lot is not maintained, the ACC will provide written notice of the violation and will require the Lot to be trimmed and cut within a specified time. If the Owner does not comply within the time specified in the notice, the ACC has the authority, without being liable for trespass, to hire a third party to do the maintenance



work and subsequently charge the Owner for all costs incurred. Lawn maintenance charges, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which the charge is assessed. Each such charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the charge was assessed.

4.19 Swimming Pools and Spas: Swimming pools, spas, Jacuzzis and hot tubs shall not encroach on any utility easement or building line shown on the recorded plat of the Subdivision. Swimming pools and in-ground spas must be enclosed by a six (6) foot privacy fence (or as required by the City of Brenham and/or the State of Texas) with locks or childproof latches on all gates. Above-ground swimming pools, spas, Jacuzzis and hot tubs must have secure covers or fencing to prohibit accidental entry by children. If it is necessary to have water in a swimming pool during construction, then a construction fence sufficient to prevent entry by children shall be provided. Swimming pool backwash shall be tied into the storm sewer system. All swimming pools, spas, Jacuzzis, hot tubs, kiddie's pools, fountains and other water containing objects shall be kept clean and maintained to prevent odor and breeding of mosquitoes and other pests. If pools, spas, and other water containing objects are not maintained by the Owner, the ACC will provide a written notice of the violation and will require the Owner to bring the Lot into compliance within a specified time. If the Owner does not comply within the time stated in the notice, the ACC has the authority, without being liable for trespass, to hire a third party and charge the Owner for appropriate maintenance and/or cleaning of swimming pools, spas, and other water containing objects and subsequently charge the Owner for all costs incurred. Such maintenance charges, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which the charge is assessed. Each such charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the charge was assessed.

4.20 Trash Dumping and Storage of Waste: Lots must at all times be maintained in a sanitary and healthful manner. No Lot or Common Area shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Trash and other household waste shall be kept in containers provided and/or approved for use in the automated pick-up system. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and all waste containers shall be stored out of sight from the street or any public property. Waste may not be placed on the street or driveway prior to 6:00 p.m. of the night prior to the scheduled pickup. Heavy trash shall not be put out earlier than the weekend preceding the scheduled monthly pickup. The burning of any materials, including household and yard waste, is prohibited.

4.21 Storage of Commercial Products: Owners and Occupants of Lots shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incidental to construction of improvements as permitted. No commercial product, liquid, solid, or otherwise, shall be stored or kept upon any Lot, nor shall any Lot be used for the storage of commercial products, liquid or solid, nor shall any structure erected upon any Lot be used for the

storage of commercial products, liquid or solid, not necessary to the use and enjoyment of any Lot for residential purposes.

4.22 Temporary Residence Restrictions: No motor home, vehicle containing camping equipment, trailer, tent, shack, garage, or other outbuilding erected on any Lot shall at any time be used as a residence, nor shall any structure of a temporary character be used as a residence.

4.23 Parking of Cars and Other Vehicles: No motor vehicle or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper, rig off of truck, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot or in the street adjacent to such Lot unless such vehicle or object is completely concealed from public view inside a garage, or an enclosure approved by the AOC, or an area adequately screened by planting or fencing so as not to be seen at ground level from any other Lot or the street. (This first sentence does not pertain to any passenger automobile, passenger van, motorcycle, or pickup truck that is in operating condition and capable of movement under its own power, has current license plates and inspection sticker, and is in use on a daily basis as a motor vehicle on the streets and highways of the State of Texas.) This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked for a period of seven (7) days or less and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity. Notwithstanding any of the foregoing, no motor vehicle incapable of movement under its own power shall be parked for more than ten (10) days where visible from the street. All operational vehicles shall be parked in Owners' garages and/or driveways, unless there is not sufficient space in the garage and driveway for Owners' vehicles. The term "vehicles" as used in this paragraph shall mean operable passenger cars and/or light trucks used as passenger vehicles. Vehicles shall not be moved from place to place to avoid the intent of this paragraph's restrictions. All vehicles shall be parked on finished concrete or other finished surfaces such as asphalt or brick, and vehicles shall not be parked on grass. If no curb exists, a vehicle may be parked on the grass if two wheels on the same side of said vehicle are on the finished roadway. No tractor trailers, heavy trucks, or similar commercial vehicles shall be parked overnight on any part of any Lot or in the street adjacent to such Lot.

If there is a conflict between section 4.22, 4.23 or any other provision of this Declaration and any public ordinance, rule or regulation, then the most restrictive will control.

4.24 Animals and Pets: No animals, livestock, fowl, or poultry of any kind shall be raised, bred, or kept on any Lot. Owners shall have the common courtesy of dressing or processing game, (i.e. fish deer, etc.) in their home, backyard, or side yard out of the view of neighbors. Dogs, cats and other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes or in number greater than three (3). The foregoing does not prohibit the keeping of litters of puppies and kittens up to four (4) months of age, as long as the breeding of litters is not on a regular commercial basis. The city leash law will be strictly enforced.

4.25 Garage/Yard Sales: Garage Sales shall not be prohibited. A community garage sale may be held on the 2<sup>nd</sup> Saturday in April and on the 2<sup>nd</sup> Saturday in October. If a community garage sale date falls on a holiday, the date can be moved to the 3<sup>rd</sup> Saturday of that same month.

4.26 Solicitations: Door-to-door solicitations by non-Occupants of the Subdivision are prohibited. A City of Brenham approved "NO SOLICITATION" sign shall be posted at each entrance into the Subdivision.

4.27 Annoyances, Nuisances and Illegal Activity:

(a) Nuisance: No noxious or offensive trade or activity shall be carried on upon any Lot or Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(b) Noise/Other Activity: No loud or offensive noise, including but not limited to that from barking dogs or other animals, sound systems, musical instruments, motorcycles or other vehicles, shall be allowed. Noise associated with necessary and routine building and Lot repairs, maintenance and upkeep is allowed during normal working hours.

(c) Sale of Alcohol/Controlled or Illegal Substances/Other Illegal Activity: No alcohol, beverages containing alcohol or any controlled or illegal substance shall ever be sold, or offered for sale, on any Lot or Common Area in the Subdivision, and said premises shall not be used for any vicious, illegal or immoral purposes, or for any purposes in violation of any applicable law, regulation, or any building, health or fire code.

4.28 Preservation of Value: No activity that might reasonably be considered to reduce the marketability or value of any Lot or the desirability of the Subdivision as a residential neighborhood shall be carried on upon any Lot or Common Area.

4.29 Landscaping: A minimum of one oak tree must be planted in the front yard of each Lot.

**ARTICLE V**  
**MISCELLANEOUS**

5.1 Duration and Amendment Process: The covenants, restrictions and conditions herein shall be binding upon all Owners and Lots, and all persons claiming thereunder for a period of thirty (30) years from the date this instrument is recorded after which period such covenants, restrictions and conditions shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by ninety percent (90%) of the Owners, and thereafter by an instrument signed by seventy five percent (75%) of the Owners. Declarant may amend this Declaration at any time without approval or consent of any Owners by an instrument signed by Declarant during a period ending on the earlier of May 6, 2015 or when Declarant has transferred title by recorded deed on ninety percent (90%) of the Lots, and any such amendment shall be binding upon all Owners, Lots, and Occupants. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Real Property Records of Washington County, Texas, upon which date such amendment shall be effective.

5.2 Enforcement: The Association shall have the right, but not the duty, to enforce, by any proceedings at law or in equity, all assessments (including liens or charges), conditions, covenants, easements, reservations and restrictions now or hereafter imposed by the provisions of this Declaration. The authority of the Association to enforce the Declaration shall not affect the right of any Owner to commence and maintain actions and suits to restrain and enjoin any violation or threatened violation of the provisions of this Declaration (except those provisions in Article II related to the collection of assessments) by another Owner. Enforcement may be by proceedings at law and/or in equity against any person or persons violating or attempting to violate any restriction, covenant and condition herein contained, whether such enforcement is to restrain violation or to recover damages, or both. Failure of the Association or any Owner to enforce any provision of this Declaration does not constitute a waiver of the right to do so hereafter. The persons violating this Declaration shall be responsible for paying any and all court costs, attorney's fees, and other costs that are incurred by either the Association or any Owner in enforcing the provisions of this Declaration.

5.3 Utility and Drainage Easements: Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

5.4 Notice: Any legal notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent by certified mail, postpaid, to the last known address of the person who appears as Owner in the records of the Association at the time of such mailing. It shall be the Owner's obligation to inform the Association of his/her new mailing address.

5.5 Books and Records: A Member, on written demand, stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant, or attorney, during reasonable business hours, for any proper purpose, the books and records of the Association relevant to that purpose, at the expense solely of the Member.

5.6 Severability: Invalidation of any provision or provisions of any one or more of these Deed Restrictions by legislation, judgment or court order shall not affect the validity or enforceability of any of the other provisions.

If these Deed Restrictions are made invalid or unenforceable in their entirety by any legislation, judgment or court order, any previously recorded restrictions, (if any) will be deemed reinstated and still in effect in accordance with the provisions thereof.

5.7 Headings for Convenience. The headings in this Declaration are for convenience in reference only and do not limit or otherwise affect the meaning of any provision hereof.

The signatures of the undersigned Lot Owners represent a majority of all Lots in the Subdivision.

[SIGNATURES ON FOLLOWING PAGES]

COUNTRY COMMUNITY SPRING CREEK VILLAGE, L.P.

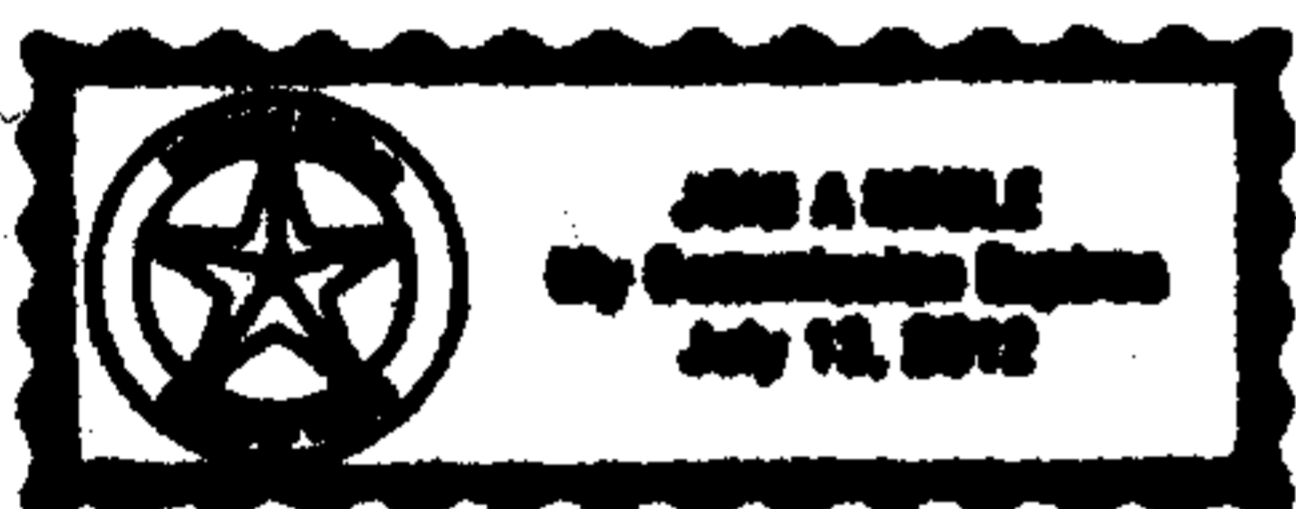
BY: COUNTRY COMMUNITIES, INC., its general partner

BY: Terry S. Ward  
TERRY S. WARD, President

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 31st day of October, 2008, by TERRY S. WARD, President of COUNTRY COMMUNITIES, INC., a Texas corporation, on behalf of and as the act and deed of said corporation in its capacity as general partner of Country Community Spring Creek Village, L.P., a Texas limited partnership.



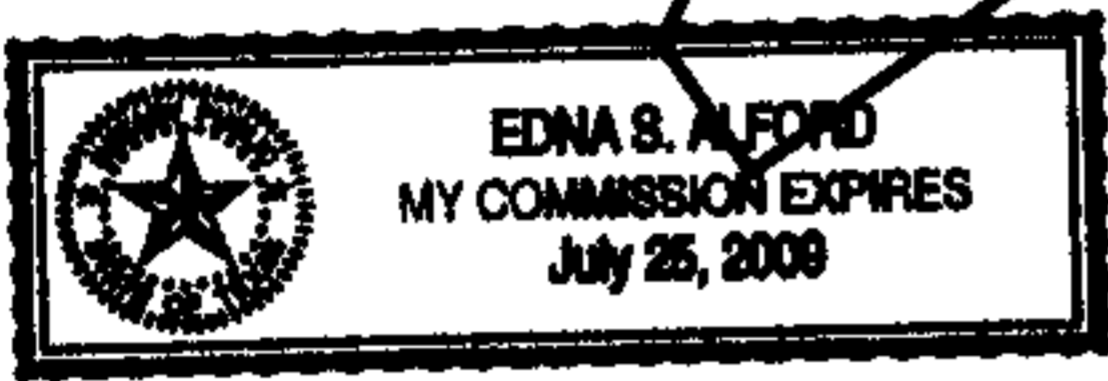
John A. Noble  
Notary Public, State of Texas

STYLECRAFT BUILDERS, INC.

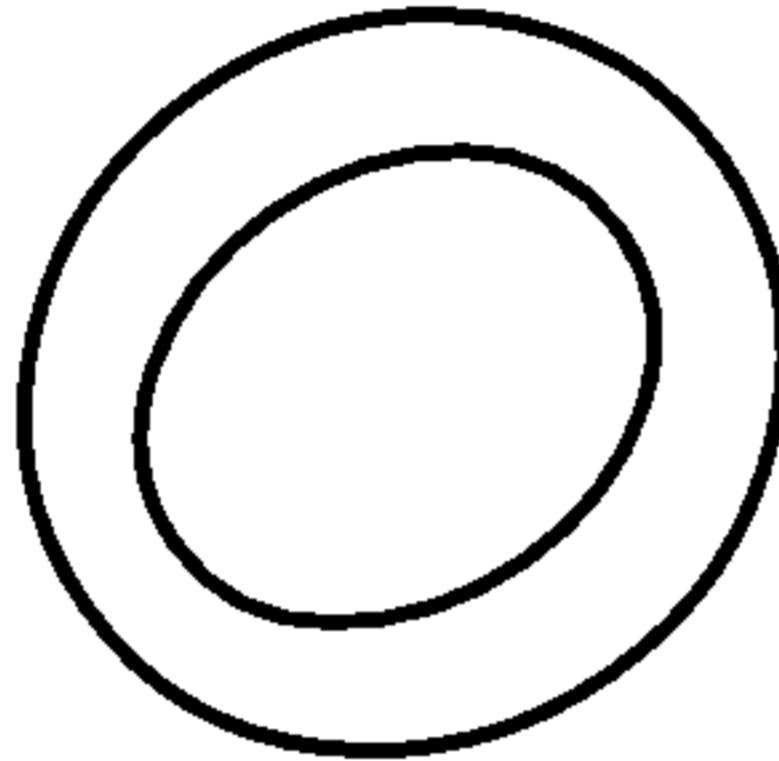
BY: *Charles R. French*  
CHARLES R. FRENCH, President

STATE OF TEXAS §  
COUNTY OF Brazos §

This instrument was acknowledged before me on the 3<sup>rd</sup> day of November, 2008, by CHARLES R. FRENCH, President of STYLECRAFT BUILDERS, INC., a Texas corporation, on behalf of and as the act and deed of said corporation.



*Edna S. Alford*  
Notary Public, State of Texas



FILED FOR RECORD  
WASHINGTON COUNTY, TEXAS

2008 NOV -4 PM 4:24

BETH A. ROTHERMEL  
WASHINGTON COUNTY CLERK

STATE OF TEXAS  
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me, and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

NOV 05 2008



*Beth A. Rothermel*  
Beth Rothermel, County Clerk  
Washington County, Texas