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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
TIMBERCREEK AT STEEPHOLLOW
PHASE II**

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Mary Ann Wood CO. CLERK

BRAZOS COUNTY COURTHOUSE

WYAH, TEXAS

Chancy Sigmond
DEPUTY

THE STATE OF TEXAS
COUNTY OF BRAZOS

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KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Steephollow Resources, LLC., hereinafter called the Declarant, is the Owner of all the certain real property located in Brazos County, Texas, described as follows:

EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth:

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

OWNER

1.1 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot on which there is or will be built a detached single family dwelling or commercial structure including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

PROPERTIES

1.2 "Properties" shall mean and refer to that certain real property hereinbefore described.

LOT OR TRACT

1.3 "Lot" or "Tract" shall mean and refer to that portion of any of the plots of land or permissible resubdivisions thereof, shown upon the plat and subdivision map recorded under Clerk's File number 619611, of the Official Records of Brazos County, Texas.

DECLARANT

1.4 "Declarant" shall mean and refer to Steephollow Resources, LLC., its heirs, successors and assigns, if such heirs, successors or assigns shall acquire more than one undeveloped Lot from Declarants for the purpose of development.

ARTICLE 2 USE RESTRICTIONS SINGLE FAMILY

2.1 All Lots shall be used for residential purposes only and by single family. Each residential building erected on any Lot shall be a single family dwelling. No residence shall be erected on a Tract less than a Lot.

ARCHITECTURAL CONTROL COMMITTEE

2.2 JOHN NILES LUSK and KENNETH NEATHERLIN shall serve as the Architectural Control Committee.

TYPE OF BUILDING PERMITTED

2.3 All residences shall be of new construction and shall consist of a minimum of 1,200 square feet of living area, excluding garages, porches and patios. All residences must be built on a poured concrete foundation. All plans must be submitted to JOHN NILES LUSK and KENNETH NEATHERLIN for approval before any construction begins, with a response to be given in writing within thirty (30) days.

2.4 Any detached building, garage, carport, shed or structure or addition to or following construction of the first residence must be of all new material and must be of equal construction and architectural design as the residence.

2.5 No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

2.6 No building or structure shall be constructed on the property until provisions have been made for drainage of surface water to an offsite area without draining across adjacent property, with all drainage being into the street, road or natural drainage areas.

BUILDING PERMITS AND ARCHITECTURAL CONTROL

2.7 No building shall be erected, placed or altered on a lot or property until the building plans, specifications, and plot plans showing the location of such building have been approved in writing by JOHN NILES LUSK and KENNETH NEATHERLIN, or their designated representatives, or such Architectural Control Committee, as to conformity and harmony of

external and structural design and quality with existing structures in the subdivision and as to the location of the building and in conformity with the declarations, reservations, protective covenants, limitations, conditions and restrictions, as hereinafter set out.

2.8 In the event said JOHN NILES LUSK and KENNETH NEATHERLIN or their designated representatives or such Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to be fully complied with. Notice of disapproval shall be delivered in person or by registered letter, addressed to Purchaser's last known address, and which said notice will set forth in detail the elements disapproved and the reason therefore. Such notice need not, however, contain any suggestions as to the methods of correcting the matters and things disapproved. The judgment of the supervising authority or committee shall in all things be final.

2.9 Neither JOHN NILES LUSK, KENNETH NEATHERLIN, the members of the Architectural Control Committee or its/their representatives, their successors or assigns, shall be liable in damages to anyone submitting plans to them for approval, or to any owner or lessee of any parcel affected by these Restrictions, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the Committee for approval agrees, by submission of such plans, and every owner or lessee of any parcel within the property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against JOHN NILES LUSK, KENNETH NEATHERLIN, the members of the Architectural Control Committee, or its/their representatives, to recover any such damages.

2.10 At the option of a majority of the Committee, all of the powers, rights, duties, and responsibilities of said Committee may be transferred to the Property Owners in such event the Property Owner shall appoint a representative or representatives to perform all functions of the Committee. Said representative or representatives shall be the successor to the Committee.

BUSINESS USES

2.11 Owner(s) may operate a small business out of their home, so long as there are no retail, wholesale or manufacturing operations or services performed on the premises, unless a proposal is submitted to the Architectural Control Committee, and approved in writing by said Committee. Owners operating businesses with retail, wholesale or manufacturing operations or services without Architectural Control Committee approval or in conformity with said approval, will be deemed in violation of these restrictions.

MAINTENANCE OF BUILDING SITES

2.12 A. All building sites, whether improved or unimproved, shall be kept in a sanitary and attractive condition and shall in no event be used for storage of material and equipment except for normal residential requirements, incidental to construction of improvements thereon as herein permitted nor shall the owner of any building site permit the accumulation or burning of garbage, trash or rubbish of any kind thereon.

B. Those portions of each improved building site, primarily the front yard, that are visible from the street shall be maintained with domestic grass and/or suitable ground cover, integrated with any natural trees and bushes that may be incorporated into the landscaping. In any case, whether a yard is primarily planted with grass and/or ground cover or largely with natural growth, the yard shall be kept in a manner consistent with a well maintained, attractive neighborhood.

C. If the owner of any building site fails to keep the grass and vegetation cut as often as may be necessary to maintain the building site in a neat and attractive appearance, the Declarant may have the grass or vegetation cut, and the owner shall be obligated to pay the cost of such work.

EASEMENTS

2.13 Easements are shown on the recorded plat.

ANIMALS

2.14 A. No animals, livestock, or poultry of any kind, except as in hereinafter provided in sub-paragraph B hereof shall be raised, bred or kept on any Lot except dogs, cats, or other household pets, not to exceed three (3) in number, provided they are not kept, bred, or maintained for any commercial purpose.

B. No animals, livestock, or poultry of any kind shall be raised for commercial use. Each tract shall be allowed one (1) animal unit per acre, and one (1) animal unit is defined as follows:

One cow equals one animal unit,
One horse equals one animal unit,
One sheep or one goat equals one-half animal unit.

No such animals shall be permitted on any Lot less than two (2) acres and the owner shall fence the property so as to contain any such animal. There will be no swine allowed on any Lot or Tract.

SIGNS

2.15 No Signs of any character shall be allowed on any Lot, except one Sign of not more than twenty (20) square feet, advertising the property for sale or rent provided, however, that any person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

The foregoing provision of Paragraph Number 2.10 shall not apply to Declarant or its assigns when acting as Developer of this property.

NOXIOUS OR OFFENSIVE ACTIVITIES PROHIBITED

2.16 No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

GUNS

2.17 There shall be no firing of rifles or hand guns on any of the Lots in said subdivision.

WASTE

2.18 Disposition of human excreta and other sewage shall be by septic tank meeting sanitary specifications of the State Health Department and the Owner of said subdivision.

RE-SUBDIVISION

2.19 No Lot or Tract may be resubdivided or resold into any dimension of less than two (2) acres. This provision does not apply to any real property that may be developed as a part of the subdivision in the future under a common scheme or plan of development.

ARTICLE 3

GENERAL PROVISIONS

ENFORCEMENT

3.1 The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SEVERABILITY

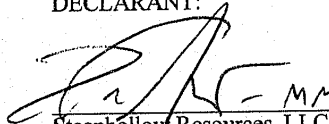
3.2 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

DURATION AND AMENDMENT

3.3 These covenants, restrictions, and conditions shall be binding upon all Owners of Lots in said subdivision, their heirs, legal representatives and assigns for a period of twenty-five (25) years from the date hereof, after which time the said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the Lots in said subdivision has been recorded in the Deed Records of Brazos County, Texas, agreeing to change said covenants in whole or in part, and no act or omission by the owner of the subdivision, their heirs or assigns, or by the Owners of the Lots, shall be a waiver of the operation or enforcement of these restrictions and conditions.

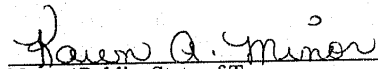
EXECUTED by the said Declarant, on this the 13TH day of DECEMBER, 1996.

DECLARANT:


Steephollow Resources, LLC
Kenneth Neatherlin as Managing Member

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 13TH day of DECEMBER, 1996, by KENNETH NEATHERLIN, Managing Member of Steephollow Resources, LLC.


Notary Public, State of Texas

