

satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Trustees to cover the preparation and recordation of such release of lien instrument.

Any Vice-President, the Treasurer or the Manager of the Association shall, within ten (10) days of written request and upon payment to the Association of such fee as is from time to time determined by the Board, furnish to any Owner or such Owner's mortgagee which request the same, a certificate in writing signed by such officer or manager setting forth whether the Assessment for which such Owner is responsible has been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any Assessment stated therein to have been paid.

Declarant Voluntary Contributions. Notwithstanding anything contained herein to the contrary, the Declarant shall not be required to pay the Assessment on any Lots owned by the Declarant; but in the event that a deficit may exist between the Assessments and the annual budget of the Association, the Declarant may elect (but shall not be obligated) to fund such deficit with a non-refundable contribution to the Association.

Subordination of the Lien. The liens granted herein and the superior title herein reserved to secure any Assessment, Reimbursement Assessment or any other charge or assessment provided for herein shall be deemed subordinated to any vendor's lien or the lien of any purchase money, construction mortgage and/or second mortgage on the assessed Lot, and any renewal, extension, rearrangement or refinancing thereof.

Each such mortgagee of a mortgage encumbering a Lot, who obtains title to such Lot, pursuant to the remedies provided in the Deed of Trust or Mortgage, by judicial foreclosure or by deed in lieu of foreclosure shall take title to such property free and clear of any claims for unpaid Assessments, or any other charge or assessment provided for herein which accrued prior to the time such holder acquires title to such property. No such sale or transfer shall release such holder acquiring title to such property from liability for any Assessment, or any other charge or assessment provided for herein thereafter becoming due or from the liens hereof. Any other sale or transfer of a Lot, shall not affect the Association's liens created herein for assessments and charges.

Exempt Property. The following property subject to this Declaration shall be exempt from the Assessments and all other charges and assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) Any Common Area; and
- (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas; however, no land or Improvements

devoted to dwelling use shall be exempt from said Maintenance Assessments or other charges and assessments.

26.
PERIOD OF RESTRICTIONS

These reservations, restrictions, covenants and easements are to run with the land and shall be binding on all parties and all persons for a period of twenty (20) years from the date this instrument is first recorded. Thereafter, said reservations, restrictions, covenants, and easements shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the majority of the owners of the lots within the Subdivision, has been recorded, agreeing to change, amend or cancel said reservations, restrictions, covenants and easements in whole or in part.

27.
ENFORCEABILITY

The covenants, reservations, easements and restrictions set out herein are for the benefit of any owner of a lot or lots in the Subdivision, said owner's heirs, executors, administrators, or assigns, and the Association. Accordingly, all of the covenants, reservations, easements, and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

28.
SEVERABILITY

Invalidation of any one or more of these reservations, restrictions, covenants and easements by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

29.
RIGHTS OF MORTGAGES

Any violation of any of the easements, restrictions, reservations or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against any lot at the time the easements, restrictions, reservations or covenants may be violated.

30.
AMENDMENT

The restrictions, reservations and covenants may be amended in whole or in part by the Developer at any time prior to the sale of any Subdivision lot hereinabove contained to a third party exclusive of home builders. Thereafter, these restrictions and covenants may be amended by an instrument signed by the majority in interest of all lot owners in the Subdivision, based upon

the votes per lot as set forth and determined in Article 24 of this document. Such instrument shall be filed of record in the Official Records of Brazos County, Texas.

31.
ADDITIONAL PHASES

Developer reserves the right to incorporate additional property or phases within this Declaration by supplement declarations hereafter, provided that the property so included shall be thereafter charged with all obligations, responsibilities, dues, assessments and charges applicable to other lots in other phases of the Subdivision from the effective date of each such supplemental declaration.

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Filed for Record in:
BRAZOS COUNTY

On: Mar 23, 2007 at 08:26A

As a
Recording

Document Number: 00957343

Amount 71.00

Receipt Number - 311943

By:
Seth Gallian

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the Official Public records of:

BRAZOS COUNTY

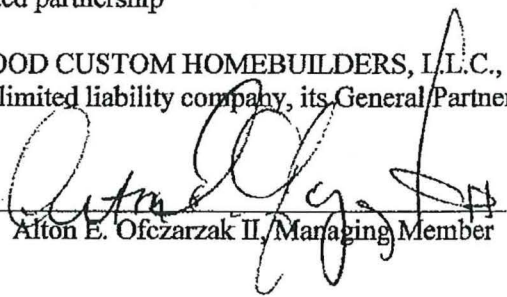
as stamped hereon by me.

Mar 23, 2007

HONORABLE KAREN MCQUEEN, COUNTY CLERK
BRAZOS COUNTY

OAKWOOD CUSTOM HOMES GROUP, LTD.,
a Texas limited partnership

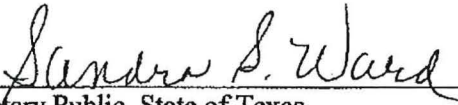
By: OAKWOOD CUSTOM HOMEBUILDERS, L.L.C.,
a Texas limited liability company, its General Partner

By: 
Alton E. Ofczarzak II, Managing Member

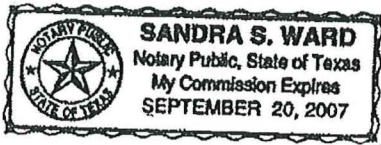
THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the 22nd day of March, 2007,
by Alton E. Ofczarzak, Managing Member of Oakwood Custom Homebuilders, L.L.C., a Texas
limited liability company, acting in its capacity as General Partner of Oakwood Custom Homes
Group, Ltd., a Texas limited partnership, on behalf of said partnership.



Notary Public, State of Texas
My Commission Expires: _____



CONSENT AND AGREEMENT

We, BURTON RAY HERMANN a/k/a BURT HERMANN and wife, VIRGINIA BORISKIE HERMANN a/k/a VIRGINIA HERMANN, the prior owners of the Property comprising the Subdivision, do hereby ratify and agree that the attached Restrictions and Covenants shall, as to any Property now located in the Subdivision, or any other Property which may later be included in the Subdivision, or any Property which may be brought withing this Declaration, replace and amend all of the previous Restrictions and Covenants we may have placed against any of the Property located in the Subdivision, or later brought within this Declaration. These Restrictions do not in any manner affect or encumber any Property still owned by us.

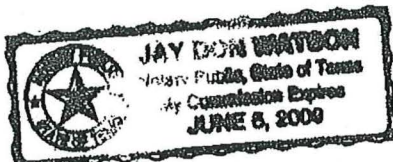
Burton Ray Hermann
Burton Ray Hermann a/k/a
Burt Hermann

Virginia Boriskie Hermann
Virginia Boriskie Hermann a/k/a
Virginia Hermann

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the 22nd day of MARCH, 2007, by Burton Ray Hermann a/k/a Burt Hermann.

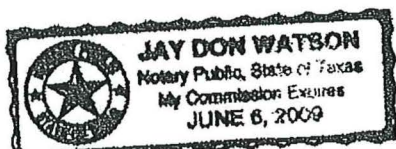


Jay Don Watson
Notary Public, State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the 22nd day of MARCH, 2007, by Virginia Boriskie Hermann a/k/a Virginia Hermann.



Jay Don Watson
Notary Public, State of Texas
My Commission Expires: _____

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**BILL & RETURN TO:
LAWYERS TITLE CO.
GF# Carol Foster**

Doc Bk Vol Pg
00997485 OR 8592 11

BY-LAWS

OF

HORSE HAVEN ESTATES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Name and Location

The name of the Corporation is HORSE HAVEN ESTATES HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Community Association." The principal office of the Community Association shall be located at 4060 State Highway 6 South, College Station, Texas 77845, but meetings of Members and Directors may be held at such places within the State of Texas, County of Brazos, as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to HORSE HAVEN ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain property or properties described in the Declaration of Covenants, Conditions and Restrictions for Horse Haven Estates Subdivision ("Horse Haven Estates") as per the plat recorded in Volume 7901, Page 165, Official Records of Brazos County, Texas, and any additional properties which may hereinafter be brought within the jurisdiction of the Association by supplemental declarations, amendments or supplements thereto.

Section 3. "Lot" shall mean and refer to a plot of land subject to the jurisdiction of the Community Association as is more fully specified in the Supplemental Declaration.

Section 4. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties subject to a maintenance charge assessment by the Community Association including contract sellers, but excluding those having such interest merely as security for the performance of any obligations.

Section 5. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Horse Haven Estates Subdivision in College Station, Brazos County, Texas, and for additional contemplated sections of the same, made subject to such easements, covenants, and declarations by Declarant. The Declaration is of record in Volume 7872, Page 282, Official Records of Brazos County, Texas, together with any amendments thereto.

Section 6. "Developer" shall mean and refer to OAKWOOD CUSTOM HOMES GROUP, LTD., or its successors and assigns.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration of Covenants, Conditions and Restrictions for Horse Haven Estates Subdivision as recorded in Volume 7872, Page 282 of the Official Records of Brazos County, Texas, together with any other persons brought under the Supplemental Declaration.

ARTICLE III Meeting of Members

Section 1. Annual Meeting. The regular annual meeting of the Members of the Association shall be held on the first Saturday in March of each year, beginning in March, 2008, at 10:00 o'clock a.m. at the principal office of the Association or at such places within the State of Texas, County of Brazos, as may be designated by the Board of Directors. If such date for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon the written request of the Members who are entitled to vote one-tenth (1/10th) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each annual or special meeting of the Members shall be given by, or at the direction of, the Secretary or any person or persons authorized to call a meeting, by mailing a copy of such notice, postage paid, at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, three-tenths (3/10) of the votes without regard to classes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. If a quorum is present, the affirmative vote of a majority of the votes represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater number or voting by classes is required by the Articles of Incorporation, the Declaration or these By-Laws. In calculating if a quorum is present and calculating the number of votes each Member is entitled to cast shall be calculated in accordance with the Declaration.

Section 5. Proxies. At all meetings of Members, each Member entitled to vote may vote in person or by proxy executed in writing designating his duly authorized attorney in fact. All

proxies shall be in writing and filed with the Secretary before or at the time of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his lot. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 6. Action Taken Without a Meeting. The Members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Members. Any actions so approved shall have the same effect as though taken at a meeting of the Members.

ARTICLE IV Board of Directors

Section 1. Board of Directors. The affairs of the Association shall be managed by the Board of Directors and composed of not less than three (3) nor more than seven (7) Members who need not be Members of the Association. The Board of Directors shall be elected by the Members in accordance with the Declaration.

Section 2. Term of Office. The initial Directors for the Association set forth in the Articles of Incorporation shall hold office until the first annual meeting. The Directors shall continue to serve until their successors are duly elected and qualified.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor. In the event any Director shall be absent from three (3) consecutive regular meetings of the Board of Directors, he may be removed from the Board.

Section 4. Vacancies. Any Director may resign at any time by giving written notice to the President or Secretary of the Association. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein the acceptance of such resignation shall not be necessary to be effective. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by the affirmative vote of a majority of the Directors then in office or by an election at the annual meeting or at a special meeting of Members called for that purpose.

Section 5. Compensation. No Director shall receive compensation for any service he may render to the Association; provided, however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written

approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V
Meetings of Directors

Section 1. Regular Meeting. Regular meetings of the Board of Directors shall be held quarterly without notice at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any Director after not less than three (3) days notice to each Director, which such notice may be waived at or prior to such meeting.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business, but if less than such majority is present at a meeting a majority of the Directors present may adjourn the meeting from time to time without further notice. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Presumption to Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on a corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered into the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 5. Informal Action by Directors. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Directors.

ARTICLE VI
Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have the power to:

(a) suspend the voting rights and right to the use of any facilities or services provided by the Association of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after

notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(c) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties and the terms of employment or services;

(e) exercise such other rights and powers granted to this Association and not reserved to the membership by the Declaration, the Articles of Incorporation of the Association or other provisions of these By-Laws.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is required in writing by Members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) fix the amount of the annual assessment against properties subject to the restrictions contained in the Supplemental Declaration subject to the jurisdiction of the Association and to take such actions as it deems appropriate to collect such assessments and to enforce the liens given to secure payment thereof;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board or its agent for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facilities owned by the Association;

(f) cause any officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VII
Officers and Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a president, who shall be, at all times, a Member of the Board of Directors, a vice president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve. The officers shall continue to serve until their successors are duly elected and qualified.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. In all cases where the duties of any officer are not prescribed by the By-Laws or by the Board, such officer shall follow the order and instructions of the President.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified herein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. No person shall simultaneously hold both the offices of president and secretary.

Section 8. Duties. The duties of the officers of the Association are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors and of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and may co-sign all checks and promissory notes.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and keep accurate books and records of the fiscal affairs of the Association and make the same available for inspection by Members of the Association during normal business hours.

ARTICLE VIII Committees

The Board of Directors may appoint any committees as deemed appropriate in carrying out the purposes of the Association.

ARTICLE IX Books and Records

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the Association certain annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any of the facilities or services provided by the Association or by abandonment of his lot.

ARTICLE XI Amendments

Section 1. Amendment. These By-Laws may be altered, amended or repealed by the Board or at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy. The quorum shall be determined upon votes present, not Members using the voting formula established in the Supplemental Declaration.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XII
Miscellaneous

Section 1. Waiver of Notice. Whenever notice is required by law, by the Articles of Incorporation, or by these By-Laws, waiver thereof in writing signed by the Director, Member or other person entitled to said notice, whether before or after the time stated therein, or his appearance at such meeting in person or (in the case of a Member's meeting) by proxy, shall be equivalent to such notice. The presence of a Director, Member or other person at any meeting shall constitute a waiver of notice of such meeting except where such person attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called.

Section 2. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 3. Use of Funds. No part of the net earnings of the Association shall inure to the benefit or be distributable to its Members, Directors or officers, except that the Association shall be authorized and have the power to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in its Articles of Incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of HORSE HAVEN ESTATES HOMEOWNERS ASSOCIATION, INC., have hereunto set out hands effective the 12 day of July, 2007.

Filed for Record in:
BRAZOS COUNTY

On: May 14, 2008 at 04:21P

As a
NO LABEL RECORDING

Document Number: 00997485

Amount 39.00

Receipt Number - 341350

By:
Cathy Barcelona

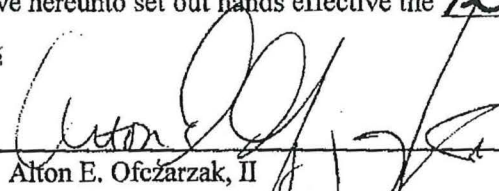
STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the Official Public records of:

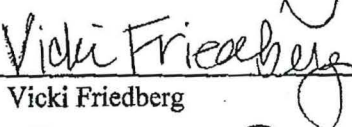
BRAZOS COUNTY

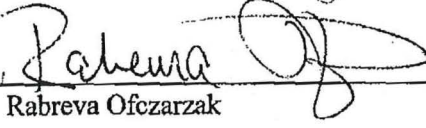
as stamped hereon by me.

May 14, 2008

JDW/KARLEEN
HONORABLE KARLEEN HOUSEH, COUNTY CLERK
BRAZOS COUNTY


Alton E. Ofczarzak, II


Vicki Friedberg


Rabreva Ofczarzak