



- e. "LOT" or "PARCEL" shall mean those plots of land shown on the map or plat of the SUBDIVISION filed of record with the Clerk of Brazos County, Texas, with the exception of those plots of land designated as Reserve Tracts, and reservations hereinafter made.
- f. "OWNER" shall mean and refer to the record OWNER, whether one (1) or more PERSON(S) or entities of the fee simple title to any LOT in the SUBDIVISION, or any part or interest therein. OWNER shall not mean or refer to any mortgagee, under any applicable theory of mortgage, unless and until such mortgagee has acquired legal title pursuant to foreclosure or any proceeding in lieu of foreclosure. The term OWNER shall further include any PERSON or entity claiming title to any LOT or portion thereof by adverse possession; any PERSON or entity leasing, renting or otherwise occupying any LOT or part thereof; and/or any PERSON or entity claiming interest in a LOT or part thereof under a contract of sale.
- g. "COMMITTEE" shall mean and/or refer to the Architectural Control Committee established under the provisions of this document, its successors and assigns.
- h. "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, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, pumps, walls, tanks, reservoirs, pipes, meters, antennae towers and/or other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, satellite, T.V. antennas, and/or other utilities.
- i. "PERSON(S)" shall refer to any natural person, individual(s), and/or any other entity unless the context indicates otherwise having the legal right to hold title to real property.
- j. "PLANS" and "SPECIFICATIONS" shall mean any and all documents designated 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, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all buildings products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such IMPROVEMENT.
- k. References to the singular shall include the plural, and the plural shall include the singular.
- l. Terms utilizing bold, capital letters are used as defined terms. Terms utilizing regular upper and lower class casing are used generically unless otherwise indicated.

## II. RESERVATIONS

1. In so authenticating said map or plat for record and in so dedicating the use of the streets (whether such thoroughfares are referred to as drives, avenues, roads, lanes, ways, parkway, boulevards, or streets) as shown thereon to the public for ordinary roadway purposes only, there was reserved and there is hereby expressly reserved in S.E. the following rights, titles, and easements (hereinafter collectively called "Reservations"). Reservations used herein shall be referred to as a part of and construed as being adopted in each and every contract of sale, deed or instrument of conveyance executed or to be executed by or on behalf of S.E. conveying any property in the SUBDIVISION or any part thereof:

- a. The legal and fee simple title in and to each and all of said streets as shown on said map or plat is hereby reserved in S.E. subject to the limited dedication of the use of streets, not marked as private by the letters "Pvt.," to the public for ordinary roadway purposes only.
- b. S.E. reserves for itself, its successors and assigns, a perpetual nonexclusive easement to lay, construct, operate, maintain, inspect, repair, reconstruct, multiply, change the size of and remove such water, sanitary sewer and storm pipes, gas pipes, mains and conductors and all appurtenances thereto relevant

to the operation of waterworks, sanitary sewer, storm sewer and/or drainage systems as it may from time to time desire, in, along, under, over, across and through all of the streets, both public and private, in the SUBDIVISION. Such pipes, mains and conductors, lines, wires, conduits and appurtenances shall be buried to such reasonable depths as will not interfere with the use of the streets for ordinary roadway purposes.

- c. **S.E.** reserves for itself, its successors and assigns, title in and to all water, sanitary sewer, storm sewer, drainage pipes, gas pipes, mains and conductors, all appurtenances thereto; and all electric distribution, communication lines, wires, conduits and all appurtenances thereto constructed by **S.E.** or its agents in all of said streets in the SUBDIVISION, together with a perpetual easement to operate, maintain, inspect, repair, reconstruct, change the size of and remove such pipes, mains and conductors, lines, wires, conduits and appurtenances thereto, as it or they may from time to time desire.
- d. **S.E.** reserves for itself, its successors and assigns, a perpetual utility easement in, along, under, over, across, and through a ten (10) foot strip around the entire perimeter of each PARCEL in the SUBDIVISION. The ten (10) foot strip shall be measured from the property line of each PARCEL inward. With respect to such easement, **S.E.** shall have the right to construct, operate, maintain, inspect, reconstruct, multiply, change the size of and remove such utility lines and facilities (including without limitation of the generality thereof, water, sanitary sewer, storm sewer, drainage pipes, gas pipes, mains and conductors, and all appurtenances thereto; electric distribution and communication lines, fiber optic lines, wires, conduits, guy wires, poles, connections and all appurtenances thereto), as it or they may from time to time desire, together with the right of ingress and egress thereto. The utility easements hereby reserved are easements ten feet (10') wide at and below normal ground level, extending upward to a plane one hundred twenty feet (120') above the ground, and from said plane and easements twenty feet (20') in width, extending five feet (5') in width adjacent to and on both sides of the utility easements on each PARCEL. **S.E.** further reserves the exclusive right to grant franchises and easements to other utility OWNERS to lay, construct, operate, maintain, inspect, reconstruct, change the size of, multiply and remove such utility lines, as described above, in such utility easements. These utility easements are not dedicated to the public in any manner.

**S.E.** further reserves for itself, its successors and assigns, a perpetual drainage easement that shall be coextensive with the above described ten-foot (10') utility easements.

**S.E.** further reserves for itself, its successors and assigns, a perpetual electrical utility easement located along all streets, both public and private, in the SUBDIVISION. Said electrical easement shall be ten feet (10') wide at ground level, extend upward to a plane one hundred twenty feet (120') above the ground and from said plane, and upward the easement is twenty feet (20') wide.

- e. **S.E.** reserves for itself, its successors and assigns the right to make minor changes in and additions to the utility easements hereinabove described for the purposes of more efficiently and economically installing the IMPROVEMENTS.
- f. The conveyance by **S.E.** of any PARCEL in the SUBDIVISION by contract, deed or other instrument of conveyance shall not in any event be held or construed to include any of the rights, titles and easements heretofore reserved in any of the foregoing paragraphs, nor the title to water, gas, sanitary sewer, storm sewer, drainage, electric light, poles or conduits, pipes, mains and/or any other utilities or appurtenances thereto constructed by its agents, in, along, under, through, over across, or upon such easements, property, or any part thereof, of any other section of **S.E.**. The right to sell and lease or otherwise transfer all such rights, titles, easements, utilities and appurtenances is expressly reserved to **S.E.**.

2. The foregoing Reservations of rights and easements shall not obligate **S.E.** to exercise any of such reserved rights and easements.

3. The invalidity, abandonment or waiver of any one or more of the foregoing Reservations, any sentence, clause, and/or part thereof shall not affect the remaining Reservations, sentences, clauses and/or parts thereof, which shall remain in full force and effect.

### III. RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the parceling and sale of **GARRISON CREEK SUBDIVISION** as a district set aside for residential homes and certain other uses accessory thereto. The following restrictions, including without limitation restrictions, covenants, declarations, easements, limitation, charges, agreements, and conditions (hereafter collectively called the "*Restrictions*"), are hereby established and adopted to apply uniformly to use, occupancy and conveyance of all the **PARCELS** in **GARRISON CREEK SUBDIVISION**. Every contract, deed or conveyance which may be hereafter executed with regard to any of the property in the **SUBDIVISION** shall be conclusively deemed to have been executed, delivered and accepted subject to the following *Restrictions*, even if the *Restrictions* are not set out in full and are not incorporated by reference in such contracts of sale, deed, lease, or other transfer of interest in any such **PARCEL**.

*The provisions of this Article are broad and sweeping and an extremely wide range of activities are regulated hereby. Owners are advised to review this Article and guidelines carefully to ensure that they comply with all of the requirements before commencing any work or engaging in any activity on or in connection with their LOT or IMPROVEMENT to ensure they comply with all of the provisions set forth herein and in the guidelines. Work commenced, performed, or completed without prior approval as required herein, in the guidelines, or otherwise in violation of the terms of this Declaration, the guidelines, or applicable law may subject the OWNER of the LOT to substantial costs, expenses, fees, and penalties, which may be in addition to a requirement that the LOT and/or IMPROVEMENT be restored to its original condition.*

#### 1. Architectural Control Committee Approval Required

No buildings, hardscape, additions, modifications or IMPROVEMENTS may be erected, placed or performed on any LOT until the construction plans and specifications including, but not limited to, the site plan, design development plan, exterior plan and landscaping plan have been submitted both in electronic and hard-copy format and approved in writing by the COMMITTEE as hereinafter provided. The COMMITTEE is hereby vested with the right, but not the obligation, to refuse to review a request for an improvement or modification, or to deny such a request, if the OWNER requesting same is not a Member in Good Standing. Builders may submit their design plans as master design plans, which plans must include all specifications, including specifications as to brick color and paint color that may be used when building each design. The COMMITTEE or the BOARD may, at their 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 BOARD, experienced or qualified to review same, who may then render an opinion to the COMMITTEE or BOARD. 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 IMPROVEMENT or the ultimate construction thereof. In the event the COMMITTEE fails to approve such plans and specifications within thirty (30) days after the receipt thereof, they shall be deemed to be approved.

The BOARD and/or the 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 guidelines or any other documents promulgated by the BOARD and/or the 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 and/or IMPROVEMENT into compliance with the Declaration, COMMITTEE documents and any plans and specifications approved by the COMMITTEE for construction on that LOT. If an OWNER proceeds with construction that is not approved by the COMMITTEE, or that is a variance of the approved plans, the COMMITTEE may assess fines, and may continue to assess such fines until COMMITTEE approval is granted or the violation is removed. This Declaration is notice of such liability for violation and Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved. Each OWNER acknowledges that it may not always be possible to identify objectionable features of proposed construction or alteration of improvements until such construction and/or alteration is completed, in which case it may be unreasonable to require changes to the IMPROVEMENTS involved; however, the COMMITTEE may refuse to approve similar proposals in the future.

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

The COMMITTEE or its agents or assigns shall have the right, but not the obligation, to enter any LOT or Home site to determine if violations of this Declaration, the Guidelines, or any other documents promulgated by the COMMITTEE exist. In so doing, the COMMITTEE shall not be subject to any liability for trespass, other tort or damages in connection with or arising neither from such entry nor in any way shall the COMMITTEE or its agent be liable for any accounting or other claim for such action.

The 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 eighteen (18) 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. Plan approval shall be effective for twelve (12) months after issued by the COMMITTEE. If no construction has been commenced within the twelve (12) month period after COMMITTEE approval, the plan approval shall expire, and plans must be re-submitted prior to commencement of construction.

The COMMITTEE has the right to charge a review fee, to be established by the BOARD, for review of any plans or specifications submitted for approval to the COMMITTEE.

2. **SINGLE FAMILY:** Except as otherwise herein provided, each PARCEL in Garrison Creek Subdivision shall be used only for non-commercial single-family residential purposes. The term "Single-Family" as used herein shall refer not only to the architectural design of the dwelling but also to the permitted number of inhabitants. No Dwelling may be occupied by more than one single family. By way of illustration, the following are examples of an approved single family:

**EXAMPLE NO. 1: Owners are Husband and Wife.**

Approved residents are:

- a) children of husband and/or wife;
- b) no more than a total of 2 parents of the husband or wife;
- c) one unrelated person; and
- d) one household employee

**EXAMPLE NO. 2: Owners are Roommate One and Roommate Two.**

Approved residents are:

- a) children of either or both roommates;
- b) no more than a total of 2 parents of the roommates;
- c) one unrelated person; and
- d) one household employee

Rental or lease of a residence to a single family is permitted only for long term leases (1+ years). Rental or lease of rooms to multiple tenants is prohibited.

No building, outbuilding or portion thereof shall be constructed for income property, such that occupants would occupy less than the entire LOT and/or homesite. Only single-family residential dwellings and appurtenances ordinary to residential living shall be permitted. To this end, without limitation, the following structures may not be built on any PARCEL in the Residential portion of Garrison Creek Subdivision: hospitals, clinics, rest homes, duplex houses, apartment houses, garage apartments for Lease to the general public, mobile homes, hotels, or any retail, wholesale, or other business or commercial establishment of any kind or nature.

3. **BUILDING AND CONSTRUCTION RESTRICTIONS**

A. No residence shall be constructed on any PARCEL that has an under roof living area, excluding porches, garages, patios and the like of less than Two Thousand (2,000) square feet;

- B. No IMPROVEMENT greater than thirty-two (32) feet in height may be constructed on any LOT without the prior written approval of the COMMITTEE. For purposes of this paragraph, height shall be measured from the foundation slab of the proposed IMPROVEMENT to the ridge line of the roof of the proposed IMPROVEMENT;
- C. All single-family dwellings shall be of recognized standard construction quality, and all exteriors (exclusive of doors, windows and similar openings) shall be constructed of at least seventy five percent (75%) masonry or other material specifically approved in writing by the COMMITTEE. Masonry includes ceramic tile, brick, rock, stucco, Fiber-Cement siding and all other materials commonly referred to in the Bryan, Texas area as masonry. Notwithstanding the foregoing, no home shall be more than forty percent (40%) Fiber Cement. The use of prefabricated materials, including antique homes moved from other locations, shall not be allowed; ability to approve.
- D. The surface of all roofs of principal and secondary structures shall be shakes, tile, quality composition shingle, or approved metal roof. The COMMITTEE shall have authority to approve other roof treatments and materials if the form utilized will not be a detriment to the quality of the neighborhood;
- E. In the event an OWNER desires to use solar panels or other solar equipment in connection with the use of any LOT, the location and installation design thereof shall be submitted to the COMMITTEE and approval of such design, including the aesthetics thereof, shall be required before construction may begin;
- F. All driveways shall be constructed of concrete or asphalt. All concrete driveways must have expansion joints, three (3) feet on either side of the culvert in order to allow for an easier removal of the culvert by Brazos County in the event it needs to be replaced in the future. If Brazos County ("County") has any requirements regarding the construction of driveways, Owner shall comply with all County Regulations. No gravel rock, limestone, dirt, or other forms of materials shall be permitted. All driveways must connect to streets within the SUBDIVISION.
- G. The COMMITTEE shall have the right to approve the location of any tank used or proposed in connection with a single-family residential structure, including tanks for storage of fuel, water, oil or Liquid Petroleum Gas "LPG" and including swimming pool filter tanks. (No elevated tanks of any kind shall be erected, placed or permitted on any LOT.) All tanks shall be screened so as not to be visible from any other portion of the Property;
- H. The COMMITTEE shall have the right to require an OWNER to mitigate noise from external devices such as pool filters, septic circulators and air conditioning units.
- I. Only one single-family dwelling and appurtenances thereto, such as garages and barns, may be placed or constructed on each of the PARCELS as platted as of the RECORDING DATE. No tent, shack or other temporary building, IMPROVEMENT or structure shall be placed upon the Property without the prior written approval of the COMMITTEE; provided however, that the COMMITTEE may maintain or authorize temporary structures necessary for storage of tools and equipment, and for office space for architects, buildings 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;
- J. All permanent out buildings, barns, garages, or other structures must either comply with the aesthetic rules that apply to the main building, including construction materials, percentage of masonry, etc or be painted metal to match the house and contain a 36" high masonry exterior finish with a cap around the entire perimeter. Prior written approval of the COMMITTEE is required before any such building can be erected or placed on a LOT.
- K. No eighteen (18)-wheel tractor-trailer trucks shall be allowed to park in the SUBDIVISION or on any Lot. No more than one commercial vehicle to be parked on any lot at a time overnight.
- L. No building or structure, except fences, shall be located on any PARCEL nearer to the front property line than fifty feet (50'), or nearer to either side of the property line than twenty-five feet (25'), or nearer to the back property line than twenty-five feet (15'); unless approved by the architectural control committee for an irregular shaped lot.

M. Drainage structures where required under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water, and shall be a minimum of fifteen (15) inch diameter pipe culvert or such larger diameter as the COUNTY shall require.

N. No building materials of any kind or character shall be placed or stored on any PARCEL more than thirty (30) days prior to construction of a building or IMPROVEMENTS are commenced. All materials shall be placed within the building lines as established above. At the completion of the building or IMPROVEMENT excess or scrap material must be immediately removed from the premises;

O. No stumps, trees, underbrush, refuge of any kind, and/or scrap material from IMPROVEMENTS being erected on any PARCEL shall be placed on any other PARCEL, or on streets or easements;

P. Exposed openings resulting from any excavation made of any PARCEL shall be back filled and the disturbed ground shall be leveled and reseeded with fiber mulch, blanket seeding, or sodding. No change of elevation on any PARCEL greater than five feet (5') shall be made without prior approval of the COMMITTEE;

Q. Each LOT OWNER must install and maintain, at the OWNER'S expense, his own private septic system, in accordance with Brazos County specifications. The OWNER shall be responsible for obtaining all necessary permits, tests and maintaining the septic system as required by all governmental regulations. The installation of septic systems are subject to prior written approval of the COMMITTEE

R. MAILBOXES. The United States Postal System requires cluster box mailboxes, and as such individual mailboxes shall not be permitted on any lots.

S. LANDSCAPE DESIGN. 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 election and site design. All landscaping designs shall install live, growing sod covering the front and side yards, within thirty (30) days of occupancy of any residence constructed on a LOT, and shall maintain it in a healthy and growing condition.

T. The COMMITTEE may approve or disapprove, for any reason or no reason, at its sole discretion any item A-T above.

U. No lots shall be purchased and held for longer than eighteen (18) months without home construction commencing.

#### 4. GENERAL RESTRICTIONS

1. No noxious or offensive trade or activity shall be carried on upon any PARCEL nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No portion of the SUBDIVISION shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, animal, or material be kept upon any portion of the SUBDIVISION that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the OWNERS of surrounding LOTS. Activities or conditions constituting a nuisance are incapable of exhaustive definition which will fit all cases, but they can include those activities and conditions that endanger life or health, give unreasonable offense to senses, or obstruct reasonable use of property. Those activities or conditions that cause minor and/or infrequent disturbances resulting from ordinary life activities within a deed restricted community are not intended to constitute a nuisance. Whether such activity or condition constitutes a nuisance will be determined by the COMMITTEE. The COMMITTEE may adopt rules or policies to further define what constitutes a nuisance, as warranted.

2. No trade, business or commercial activity of any kind shall be conducted on any LOT within that portion of Garrison Creek Subdivision affected by this Declaration, except such use within a dwelling where (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the dwelling; (b) the business activity conforms to all zoning requirements and other restrictive covenants applicable to the Property;

(c) the business activity does not involve visitation to the dwelling or home site by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Subdivision; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the COMMITTEE. The uses set out in this Section 1 (a) through (d) shall be referred to singularly or collectively as an "Incidental Business Use." At no time may an Incidental Business Use cause increased parking or traffic within the Subdivision. Any increased parking or traffic within the Subdivision as a result of an Incidental Business Use shall be deemed to be a Deed Restriction Violation. A day-care facility, home day-care facility, church, nursery, pre-school, beauty parlor, or barber shop or other similar facility are expressly prohibited.

3. No animals, livestock, swine or poultry of any kind shall be raised, bred, and/or kept on any LOT within the SUBDIVISION for commercial purposes. Each PARCEL shall be allowed one animal unit (au) every one (1) acre or fraction of an acre. One animal unit (au) is defined as:

1 dog or cat = ¼ au (Maximum 4 dogs or cats)

There will be no sheep or poultry allowed on any parcel within the SUBDIVISION except approved 4-H or similar youth projects. There will be no wild, exotic or naturally undomesticated animals allowed to be caged or otherwise kept on any PARCEL within the SUBDIVISION. No animals including dogs and cats will be allowed to roam free in the SUBDIVISION. In the event any animal creates a nuisance to the SUBDIVISION in the sole and exclusive opinion of the COMMITTEE, such animal will be removed from the SUBDIVISION. S.E. or members of the COMMITTEE shall have the right to enter and remove any such animal which is placed on any PARCEL in violation of this Section, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other sort in connection therewith, or arising from such removal.

4. No sign(s), except sign(s) advertising property for sale (not exceeding five (5) square feet in size), advertisement billboard, and/or advertising structure of any kind may be erected or maintained on any PARCEL without the consent in writing of the COMMITTEE. Members of the COMMITTEE shall have the right to enter and remove any such signs, advertisement, billboard, and/or structure that is placed on any PARCEL without said consent, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other sort in connection therewith or arising from such removal. Security Signs/Stickers provided to an OWNER by a commercial security or alarm company providing service to the dwelling shall be permitted so long as the sign is not more than 8" x 8" or the sticker is no more than 4" x 4". There shall be no more than one sign and no more than six (6) stickers located on the windows or doors. Stickers shall also be permitted upon windows and doors for a "Child Find" program or a similar program sponsored by a local police and/or local fire department.

5. No part of the SUBDIVISION shall be used or maintained as dumping grounds for rubbish, trash, or garbage. Equipment for the storage or disposal of such material(s) shall be kept in a clean and sanitary condition. No trailer(s); recreational vehicle(s); tent(s); boat(s); and/or stripped down, wrecked, junked, or otherwise wholly inoperable vehicle shall be kept, parked, stored, and/or maintained on any portion of the driveway and/or front yard in front of the building line of the permanent structure. 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 adjacent to a street;

6. OWNERS shall not permit the accumulation of trash, rubbish, weeds, or other unsightly objects on their PARCELS or on the easements or on the alley or the streets abutting the same. During any construction project, all debris, materials or garbage must be secured in enclosures, dumpsters or other containers and are regularly disposed of to prevent the materials from being blown by wind, rain or otherwise becoming unsightly. Each OWNER shall be responsible for proper disposition of his/her trash or garbage. OWNERS shall keep the drainage easements free of obstructions. Each LOT must be maintained in an aesthetically pleasing fashion and mowed such that grass does not exceed ten (10) inches in height. If a LOT is not in compliance with this regulation, the COMMITTEE, subject to notice and an opportunity to be heard as may be required by law, may mow the premises and/or remove any trash, rubbish or debris and bill the LOT OWNER for the cost thereof. Said bill will be deemed an additional Assessments and failure to pay such bill shall be governed by Article VI Paragraph 2 and Article IX.



7. After commencement of construction of any structure or IMPROVEMENT, the work thereon shall be diligently prosecuted to the end and the structure or IMPROVEMENT shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof;

8. All construction projects shall be completed within 18 months of the setting of the forms for the foundation. After such time, all tractors, trailer, and offices must be immediately removed.

9. LANDSCAPING: MAINTENANCE. Construction of each and every residential Dwelling Unit on a Lot shall include the installation and placement of appropriate landscaping. Each Owner, shall jointly have the duty and responsibility, at their sole cost and expense, to keep and maintain the Lot, and all improvements therein and thereon, in a well maintained, safe, clean and attractive condition at all times. Such maintenance shall include (without limitation):

1. The proper seeding, consistent watering and mowing of all lawns
2. The pruning and cutting of all trees and shrubbery;
3. Prompt removal of all litter, trash, refuse and waste;
4. Watering of all landscape;
5. Keeping exterior lighting and mechanical facilities in working order;
6. Keeping lawn and garden areas alive, free of weeds and attractive;
7. Keeping driveways in good repair and condition;
8. Promptly repairing any exterior damage; complying with all governmental health and police requirements;
9. No vegetable gardens shall be permitted to be planted between the road and the dwelling constructed on the property;

all in a manner and with such frequency as is consistent with aesthetics, safety and good property management. The COMMITTEE and its agents, during normal business hours, shall have the right (after five (5) days written notice to the OWNER of any LOT involved, setting forth the specific violation or breach of this covenant and the action required to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the OWNER), to enter on the subject premises (without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any person or entity) and to take the action(s) specified in the notice to remedy or abate said violation(s) or breach(es). The cost of such remedy or abatement will be paid to the COMMITTEE upon demand and if not paid within thirty (30) days thereof, shall become a lien upon the LOT affected subject to the requirements of Chapter 209, Texas Property Code. The COMMITTEE, or its agent, shall further have the right (upon like notice and conditions), to trim or prune, at the expense of the OWNER, any hedge, tree or any other planting that, in the written opinion of the COMMITTEE, by reason of its location on the LOTS, or the height, or the manner in which it is permitted to grow, is detrimental to the adjoining LOTS, is dangerous or is unattractive in appearance. The lien provided under this section will constitute a lien retained against such property with the same force and effect as the Payment and Performance Lien for assessment set forth in these Covenants. OWNER must landscape around the house in a mannerly fashion. If a lot is not in compliance with this regulation, S.E. or the COMMITTEE may mow the premises and/or remove any trash, rubbish or debris and bill the lot owner for the cost thereof. Said bill will be deemed additional Assessments and failure to pay such bill shall be governed by Article VI Paragraph 2 and Article IX;

10. All fencing to be approved by the COMMITTEE. Privacy fencing shall only be permitted with approval of COMMITTEE around swimming pools. LOT OWNER shall maintain all fencing;

11. No act may be performed which is likely to pollute the air or water in any part of the SUBDIVISION, nor may any property OWNER violate any ordinance designed to eliminate pollution at that time in force whether it be State, County or City;

12. No firearms, except air rifles, shall be discharged in the SUBDIVISION or on any PARCEL, easement or common area;

13. No oil or gas drilling, development, refining, quarrying or mining operations of any kind shall be permitted on any LOT, nor shall any tanks, tunnels, mineral excavations or shafts be permitted on any LOT. No derrick or other structures designed for use in boring or drilling for oil, natural gas, or other minerals shall be erected, maintained or

permitted on any LOT save and except existing locations at time of plat approval. Notwithstanding the foregoing, each OWNER, by its acquisition of a parcel of the SUBDIVISION has been, or will be reserved by third parties or predecessors in title to the Property.

IV.  
ARCHITECTURAL CONTROL

1. There is hereby created the Architectural Control Committee, which shall consist of four (4) members. The initial Architectural Control Committee is composed of:

**CAREY SMITH, O. E. SMITH, BEN ELLIOTT, SCOTT ELLIOTT**

A majority of the Architectural Control Committee may designate representatives to act for it. In the event of the death or resignation or failure to serve by any member of the COMMITTEE, the remaining members shall have full authority to designate a successor. Neither the members of the COMMITTEE nor its appointed representatives shall be entitled to any compensation for services rendered pursuant to this covenant. After ten (10) years from the date of this instrument, or at such earlier time as the majority of the COMMITTEE shall determine the power to designate members of the Architectural Control Committee will automatically pass to the COMMITTEE. The COMMITTEE'S approval or disapproval as required by the *Restrictions* shall be in writing.

2. No IMPROVEMENT of any kind shall be erected, placed or altered in the exterior design after being erected or placed on or attached to any PARCEL in the SUBDIVISION until the construction plans, landscaping plans, or other plans, specifications and plot plans showing the location and size of such IMPROVEMENT has been submitted to the COMMITTEE, or its designated representatives as to the harmony of external design with the existing structures on PARCELS in the SUBDIVISION, as to type of exterior materials and exterior paint colors, as to quality of workmanship and materials, and as to locations with respect to topography and finished ground elevations, and compliance with all applicable provisions of this document, and general compatibility within the SUBDIVISION. IMPROVEMENTS used herein include, but are not limited to, building(s), fences, towers, antennas, porches, decks, walls, swimming pools, water wells, playground equipment, outdoor cooking or eating facilities of a permanent nature, docks, piers, barns, silos, cages, sheds, streets, alleys, excavations and other earth movements. .

3. Neither S.E., nor the members of the COMMITTEE, representatives, and/or 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 S.E., the members of the COMMITTEE, or its representatives, to recover any such damages.

4. 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 COMMITTEE; in such event the COMMITTEE shall appoint a representative or representatives to perform all functions of the COMMITTEE. Said representative or representatives shall be the successor of the COMMITTEE.

V.  
RE-SUBDIVISION

1. No Lot may be re-subdivided into smaller LOTS. This provision does not apply to any real property reserved by S.E. or 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.

VI.  
WATER SERVICE

1. The SUBDIVISION is serviced by Wickson Creek Special Utility District. Each LOT OWNER shall be required to contract directly with Wickson Creek Special Utility District. The cost of water, tap fees, membership fees,

expansion reserve fees, installation fees, monthly use fees and meters shall be subject to the fee schedule of Wickson Creek Special Utility District and paid by the LOT OWNER.

**VII.**  
**MISCELLANEOUS PROVISIONS**

1. The foregoing *Restrictions* are adopted as part of and shall apply to each and every PARCEL in the SUBDIVISION. Such *Restrictions* are equally for the benefit of all subsequent OWNERS or PARCELS in **GARRISON CREEK SUBDIVISION** and accordingly, shall be covenants running with the land. Any OWNER or lienholder of any of the property or the COMMITTEE shall have the power to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation of the *Restrictions* and to recover damages for any violation or attempted violation including, but not limited to, reasonable attorney's fees; provided, however that this clause shall not restrict any governmental agency from acting to enforce any of the *Restrictions*.
2. The term of the *Restrictions* shall be for a period from the filing of this instrument for record in Brazos County, Texas, until the 1<sup>st</sup> day of October, A.D., 2030, after which date such *Restrictions* shall be automatically extended for such successive periods of ten (10) years each, unless and until, by instruments executed by the then record OWNERS of a majority of the PARCELS in **GARRISON CREEK SUBDIVISION** and duly recorded in Official Records of Brazos County, Texas, such *Restrictions* are altered, rescinded, modified or changed, in whole or in part.
3. Nothing contained in this document or any violation of any of the *Restrictions* shall have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against of the SUBDIVISION or any portion thereof.
4. Any and all rights, powers and reservations of S.E. herein contained may be assigned to any person, corporation or COMMITTEE which will assume the duties pertaining to the particular rights, powers, and reservations assigned, and upon any such person, corporation or COMMITTEES' evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by S.E. herein and S.E. shall thereafter be released from any future liabilities. The term S.E. as used in this document includes all such assignees and their heirs, successors and assigns.
5. Every person who now or hereafter owns or acquires any right, title or interest in or to any property in the SUBDIVISION is and shall be conclusively deemed to have consented and agreed to every covenant, condition, reservation and restriction contained herein, whether or not any reference to this declaration is contained in this instrument by which such person acquires an interest in the property.
6. S.E. reserves the right to make minor deviations from the terms of this document to the extent permissible by law and consistent with the general plan for development as herein set out, all without further action or consent by or from any party.
7. The invalidity, violation, abandonment, waiver of or failure to enforce any one or more of or any part of the provisions of this document shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.
8. S.E., its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties thereby subjecting such additional lands to this Declaration, by filing of Record a Supplementary Declaration with respect to such additional property which shall extend the scheme of this Declaration to such property. The COMMITTEE shall accept same to be owned and managed pursuant to the terms and conditions of this Declaration.
9. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing SUBDIVISION.

DATED this 4<sup>th</sup> day of November, 2020.

SE INVESTMENTS, LLC,  
A TEXAS LIMITED LIABILITY COMPANY  
BY:

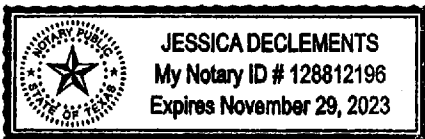
Carey D. Smith  
Carey D. Smith, Manager

Scott Elliott  
Scott Elliott, Manager

Ora E. Smith  
Ora E. Smith, Manager

THE STATE OF TEXAS       §  
  §  
  §  
COUNTY OF BRAZOS       §

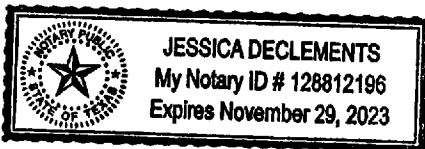
This instrument was acknowledged before me on the 4<sup>th</sup> day of November, 2020, by CAREY D. SMITH, Manager on behalf of SE INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY, on behalf of said limited liability company.



Jessica Declements  
Notary Public, State of Texas

THE STATE OF TEXAS       §  
  §  
  §  
COUNTY OF BRAZOS       §

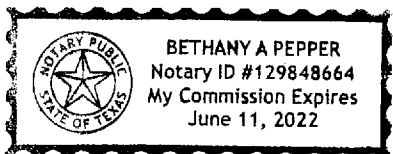
This instrument was acknowledged before me on the 4<sup>th</sup> day of November, 2020, by ORA E. SMITH, Manager on behalf of SE INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY, on behalf of said limited liability company.



Jessica Declements  
Notary Public, State of Texas

THE STATE OF TEXAS       §  
  §  
  §  
COUNTY OF BRAZOS       §

This instrument was acknowledged before me on the 3 day of November, 2020, by SCOTT ELLIOTT, Manager on behalf of SE INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY, on behalf of said limited liability company..



Bethany A. Pepper  
Notary Public, State of Texas

**Brazos County  
Karen McQueen  
County Clerk**

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**Instrument Number:** 1411258  
Volume : 16499  
ERecordings - Real Property

Recorded On: November 05, 2020 03:52 PM

Number of Pages: 13

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**" Examined and Charged as Follows: "**

Total Recording: \$74.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

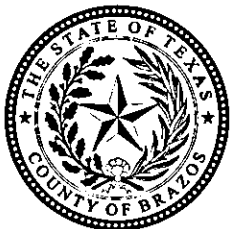
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 1411258  
Receipt Number: 20201105000115  
Recorded Date/Time: November 05, 2020 03:52 PM  
User: Karen M  
Station: CCLERK03

**Record and Return To:**

Simplifile  
5072 NORTH 300 WEST  
PROVO UT 84604



STATE OF TEXAS  
COUNTY OF BRAZOS

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.

Karen McQueen  
County Clerk  
Brazos County, TX

STATE OF TEXAS §

COUNTY OF BRAZOS §

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESERVATIONS AND RESTRICTIONS AND  
PLAT OF GARRISON CREEK SUBDIVISION**

This First Amendment is made to be effective as of November 30, 2020, by SE INVESTMENTS, LLC, a Texas limited liability company (the "Declarant").

WHEREAS, Declarant desires to amend certain terms of the Declaration of Covenants, Conditions, Reservations and Restrictions of Garrison Creek Subdivision dated November 4, 2020, recorded in Volume 16499, Page 269, Official Records of Brazos County, Texas (the "Declaration"); and

WHEREAS, Declarant further desires to amend the Plat of Garrison Creek Subdivision, Phase 1, recorded in Volume 16494, Page 27, Official Records of the Brazos County, Texas, as ratified by instrument recorded in Volume 16577 Page 215, Official Records of Brazos County, Texas (the "Plat"), as to building setback lines.

NOW, THEREFORE, Declarant hereby amends the Declaration and the Plat as follows:

1. Declarant amends Section III (Restrictions), paragraph 3(L), of the Declaration and amends the Plat to reflect that the rear (or back) building setback line shall be fifteen feet (15').
2. All terms and provisions of the Declaration and Plat that are not herein amended shall remain in full force and effect as therein written.

Dated to be effective as of the date first written above.

**DECLARANT:**

**SE INVESTMENTS, LLC,**  
a Texas limited liability company

By: C.D. Smith  
Carey D. Smith, Manager

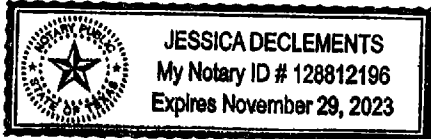
By: O.E. Smith  
Ora E. Smith, Manager

By: Scott Elliott  
Scott Elliott, Manager

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 30<sup>th</sup> day of November, 2020, by Carey D. Smith, a Manager of SE INVESTMENTS, LLC, a Texas limited liability company, on behalf of said entity.

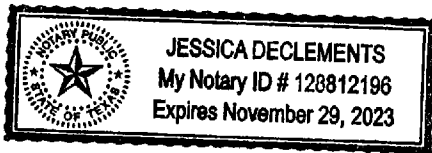


Jessica Declements  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 30<sup>th</sup> day of November, 2020, by Ora E. Smith, a Manager of SE INVESTMENTS, LLC, a Texas limited liability company, on behalf of said entity.

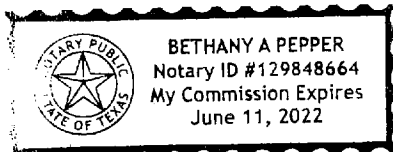


Jessica Declements  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 30 day of November, 2020, by Scott Elliott, a Manager of SE INVESTMENTS, LLC, a Texas limited liability company, on behalf of said entity.



Bethany A. Pepper  
Notary Public, State of Texas

**Brazos County  
Karen McQueen  
County Clerk**

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**Instrument Number:** 1415448  
Volume : 16601  
ERecordings - Real Property

Recorded On: December 17, 2020 10:56 AM

Number of Pages: 3

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**" Examined and Charged as Follows: "**

Total Recording: \$34.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

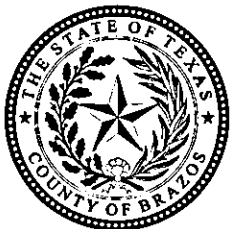
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 1415448  
Receipt Number: 20201217000033  
Recorded Date/Time: December 17, 2020 10:56 AM  
User: Susie C  
Station: CCLERK01

**Record and Return To:**

Simplifile  
5072 NORTH 300 WEST  
PROVO UT 84604



STATE OF TEXAS  
COUNTY OF BRAZOS

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.

Karen McQueen  
County Clerk  
Brazos County, TX