

**FOURTH AMENDED AND RESTATED  
DECLARATION OF PROTECTIVE COVENANTS  
FOR CREEK MEADOWS**

THIS FOURTH AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR CREEK MEADOWS (the "Declaration") is made effective as of the 21<sup>st</sup> day of June 2016 (the "Effective Date"), by CREEK MEADOWS PARTNERS, L.P., a Texas limited partnership (hereinafter referred to as "Declarant").

WHEREAS, the Declaration of Protective Covenants for Creak Meadows, (the "Original Declaration") effective November 13, 2007, was recorded in Volume 8326, Page 198 of the Official Records of Brazos County, Texas; and affect the Properties (as defined herein);

WHEREAS, the Original Declaration was amended and restated by that certain First Amended Declaration of Protective Covenants for Creek Meadows, (the "First Amended Declaration") effective November 13, 2008, was recorded in Volume 8869, Page 262 of the Official Records of Brazos County, Texas; and affect the Properties (as defined herein); and

WHEREAS, the First Amended Declaration was amended and restated by that certain Second Amended Declaration of Protective Covenants for Creek Meadows, (the "Second Amended Declaration") effective July 1, 2010, was recorded in Volume 9721, Page 201 of the Official Records of Brazos County, Texas; and affect the Properties (as defined herein) ;and

WHEREAS, the Second Declaration covered certain Sections out of Phases 1, 1A, 1B, 2, 3 and 4 of Creek Meadows Subdivision as more specifically set forth in instrument dated July 1, 2010, recorded under Volume 9772, Page 127 of the Official Records of Brazos County, Texas; and

WHEREAS, pursuant to Section 2.02 of the Second Amended Declaration additional properties were made subject to the Second Declaration as evidenced by Notices of Addition of Land to Creek Meadows recorded in Volume 10504, Page 91, Volume 10953, Page 163, Volume 11731, Page 48, Volume 11975, Page 259, Volume 12607, Page 112, Volume 12607, Page 114, Volume 12607, Page 116, Volume 12607, Page 118, Volume 12607, Page 120, Volume 12666, Page 86 and Volume 12771, Page 50, respectively, of the Official Public Records of Brazos County, Texas; and

WHEREAS, pursuant to Section 2.03 of the Second Amended Declaration, certain properties subject to the Declaration were withdrawn from the lands subject to the Declaration, as evidenced by Notice of Withdrawal of Land to Creek Meadows recorded in Volume 12771, Page 48 of the Official Records of Brazos County, Texas; and

WHEREAS, pursuant to Section 9.03(A) of the Third Amended Declaration, the Declarant may amend the Declaration and desires to do so by this Fourth Amended and Restated Declaration of Protective Covenants for Creek Meadows;

WHEREAS the Declarant, to the extent not previously conveyed, desires to convey the Properties subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth; and

WHEREAS, Declarant intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Properties, to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or hereafter subjected to this Declaration;

NOW THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" and any additional property which is hereafter subjected to this Declaration by Supplemental Declaration (as defined herein) 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 subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successor-in-title, and assigns, and shall inure to the benefit of each owner thereof.

When recorded, this Fourth Amended and Restated Declaration of Protective Covenants for Creek Meadows fully restates, replaces, and supersedes the Original Declaration, the First Amended Declaration, the Second Amended Declaration and the Third Amended Declaration. This Declaration does not and is not intended to create a condominium within the meaning of the Texas Condominium Act, Tex. Prop. Code. Ann. §§81.001-81.210 (Vernon 1983).

## ARTICLE 1 DEFINITIONS

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

1.01 Area of Common Responsibility. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration, any Supplemental Declaration or other applicable covenants, or by contract or agreement with any Neighborhood, become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the Properties, or any public rights-of-way within or adjacent to the Properties, may be part of the Area of Common Responsibility.

1.02 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements on the Property.

1.03 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same may be amended from time to time.

1.04 Articles. "Articles" shall mean Certificate of Formation of CREEK MEADOWS OWNERS ASSOCIATION, INC., as that Instrument may be amended from time to time, which Instrument is or shall be filed in the office of the Secretary of State of the State of Texas.

1.05 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration. Assessments shall include, without limitation, Regular Assessments, Special Assessments and Neighborhood Assessments.

1.06 Association. "Association" shall mean CREEK MEADOWS OWNERS ASSOCIATION, INC., a Texas limited partnership, which shall have authority and responsibility for all of the communities and subdivisions of Creek Meadows, as hereafter defined.

1.07 Board. "Board" shall mean the Board of Directors of the Association. Board members may, but need not be, Members of the Association.

1.08 Bylaws. "Bylaws" shall mean the Bylaws of the Association as adopted by the Board, and from time to time amended.

1.09 Common Areas. "Common Areas" shall mean any land conveyed, leased, dedicated or assigned by Declarant, or by a third party With the Association's consent, to the Association for maintenance and operation, including, but not limited to, easements, roads, entry ways, roadways, rights-of-way, parkways, median strips, sidewalks, parks, trails, paths, ponds, creeks and lakes within the Property.

1.10 Creek Meadows Residential Restrictions. "Creek Meadows Residential Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with the Creek Meadows Rules, Architectural Committee Rules and the Articles and Bylaws of the Association as the same are in effect from time to time.

1.11 Creek Meadows Rules. "Creek Meadows Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.

1.12 Declarant. "Declarant" shall mean CREEK MEADOWS PARTNERS, L.P., its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of Creek Meadows Partners, L.P., Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.13 Declaration. "Declaration" shall mean this instrument as it may be amended from time to time.

1.14 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including, but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, walls, tanks, reservoirs, pipes, lines, meters, antennae, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.15 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided Lot on a recorded plat of the Property, together with all Improvements located thereon, as well as all Unplatted Lots.

1.16 Member. "Member" or "Members" shall mean any person(s), entity, or entities holding membership rights in the Association.

1.17 Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

1.18 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

1.19 Neighborhood. "Neighborhood" shall mean and refer to each separately developed residential area in the Properties comprised of one (1) or more housing types, whether or not governed by an additional owner's association, in which owners may have common interest other than those common to all Members, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Members. For example, and by way of illustration and not limitation, each condominium, townhome development, cluster home development, duplex development, and single family detached housing development may constitute a separate Neighborhood. In addition, each parcel of land intended for development as any of the above shall constitute a Neighborhood, subject to division into more than one (1) Neighborhood upon development. The Board shall have the sole authority to designate the Neighborhoods within the Properties.

Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee (established in accordance with the By-Laws) or Neighborhood Association (as defined in Article 5, Section 5.04 of this Declaration) having jurisdiction over the property within the Neighborhood. It shall not be necessary for any Neighborhood to be governed by a Neighborhood Association except in the case of a condominium or otherwise as required by law. Neighborhoods may be divided or combined in accordance with Article 5, Section 5.04, of this Declaration.

1.20 Neighborhood Assessments. "Neighborhood Assessments" shall mean Assessments levied against the Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as more particularly described in Article 7, Section 7.05, of this Declaration.

1.21 Neighborhood Expenses. "Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the benefit of Owners of Units within a particular Neighborhood or Neighborhoods which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein.

1.22 Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities, including Declarant, holding a fee simple interest in any Lot on the Property, but shall not include a Mortgagee.

1.23 Person. "Person" or "Persons" shall mean any individual, individuals, entity or entities having the legal right to hold title to real property.

1.24 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

1.25 Regular Assessment. "Regular Assessment" shall mean any Assessment levied pursuant to Article 7, Section 7.03 of this Declaration.

1.26 Special Assessment. "Special Assessment" shall mean any Assessment levied pursuant to Article 7, Section 7.04 of this Declaration.

1.27 Supplemental Declaration. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects additional property to this Declaration and/or Imposes, expressly or by reference, additional restrictions and obligations on the land described therein or designated Voting Groups as specified in Article 9, Section 9.03, hereof. The term shall also refer to the instrument recorded by the Association pursuant to Article 2, Section 2.02, of this Declaration to subject additional property to this Declaration.

1.28 Undeveloped Parcels. "Undeveloped Parcels" shall mean that certain 96 acre tract described in deed recorded in Volume 2068, Page 220 of the Official Records of Brazos County, Texas SAVE AND EXCEPT those lands included in (i) Section 5, Phase 1 of Creek Meadows Subdivision, according to the plat thereof recorded in Volume 8989, Page 39 of the Official Records of Brazos County, Texas; (ii) Section 5, Phase 2 of Creek Meadows Subdivision, according to the plat thereof recorded in Volume 12607, Page 112 of the Official Records of Brazos County, Texas; and (iii) Section 5, Phase 3 of Creek Meadows Subdivision, according to the plat thereof recorded in Volume 12607, Page 120 of the Official Records of Brazos County, Texas and (iv) Section 7, Phase 1 of Creek Meadows Subdivision, according to the plat thereof recorded in Volume 13192, Page 220 of the Official Records of Brazos County, Texas and (v) Section 7, Phase 2 of Creek Meadows Subdivision, according to the plat thereof recorded in Volume 13192, Page 22 of the Official Records of Brazos County, Texas.

1.29 Unit. "Unit" shall mean a portion of the Properties, whether developed or undeveloped, intended for development, use, and occupancy as an attached or detached residence for a single family, and shall unless otherwise specified, include within its meaning (by way of Illustration, but not limitation) condominium units, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots, as well as vacant land intended for development as such, all as may be developed used, and defined as herein provided or as provided in Supplemental Declarations covering all or part of the Properties. The term shall include all portions of the lot owned as well as any structure thereon. In the case of any structure which contains multiple dwellings, each dwelling shall be deemed to be a separate Unit.

In the case of a parcel of vacant land or land on which Improvements are under construction, the parcel shall be deemed to contain the number of Units designated for residential use for such parcel on the site plan approved by Declarant until such time as one more residential dwellings are substantially completed, as determined by the Board of Directors, on all or a portion thereof, after which the land on which such dwelling(s) have been constructed shall constitute a separate Unit or Units as determined above and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

1.30 Unplatted Lot. "Unplatted Lot" shall mean the Lots to be created out of the Undeveloped Parcels. For purposes of this Declaration, until platted, Undeveloped Parcels shall be deemed to contain one hundred eighty (180) Unplatted Lots as shown on the Preliminary Plan of Creek Meadows Subdivision dated January 8, 2015 prepared by RME Consultants, (a copy of which is available for viewing in the offices of Declarant) including eighty-six (86) Unplatted Lots for proposed Section 6, Phases 1, 2A, 2B and 3. As and when portions of the Undeveloped Parcels are platted of record, any Unplatted Lots located within the Sections and Phases covered by such recorded plats shall no longer be deemed to be Unplatted Lots.

## ARTICLE 2 DEVELOPMENT OF THE PROPERTY

2.01 Development by Declarant. Declarant may divide or subdivide the Property into several areas, develop some of the Property and, at Declarant's option, sell any portion of the Property free of the restrictions set forth in this Declaration.

2.02 Addition of Land. Declarant may, at any time and from time to time, add any other lands to the Property, and upon such addition, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall apply to the added land, and its rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as they are with respect to the lands originally covered by this Declaration. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Official Records of Brazos County, Texas, a notice of addition of land containing the following provisions:

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

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

(a) A reference to this Declaration, which reference shall state the book and page numbers of the Official Records of Brazos County wherein this Declaration is recorded;

(b) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and

(c) A legal description of the withdrawn land.

2.04 Creek Meadows Communities. Developer, or Developer's assigns, may create additional phases or sections of Creek Meadows, and adopt the same or similar restrictions, rules, and regulations for such phases or sections, and make the additional phases or sections subject to the Association.

### ARTICLE 3 GENERAL RESTRICTIONS

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

3.01 Construction of Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior approval of the Architectural Committee.

3.02 Parking and Prohibited Vehicles.

(a) Parking. Vehicles shall be parked only in the garage or driveway serving the Unit, or in such other paved areas as have been approved by the Board of Directors for parking vehicles. A maximum of two (2) occupant vehicles may be parked outside of the garage, if any, serving the Unit. For purposes of this provision, a vehicle shall be considered an "occupant vehicle" if it is parked on the Unit four (4) or more hours per day, four (4) or more days in any seven (7) day period. The Board of Directors may authorize on-street parking on a temporary basis for visitors and guests, subject to reasonable rules and regulations. No garage shall be enclosed, modified or otherwise used so as to reduce its capacity for parking vehicles below that originally approved by the Architectural Committee unless alternative arrangements for enclosed parking are approved by the Architectural Committee; however, a builder may temporarily convert a garage into a sales or construction office, provided that it is converted back to a garage within thirty (30) days after cessation of construction and sale of new homes within the Properties by each builder. Garage doors visible from any street within the Properties shall remain closed except during ingress and egress or when the garage is actively being used by the Owner or occupant. Garages may not be used as living or recreational space.

(b) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors (excluding vehicles with lettering or logos confined to the front door on each side), vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board or by the Neighborhood Association, if any, having jurisdiction over parking areas within a particular Neighborhood. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the

Properties except within enclosed garages, Vehicles that become inoperable while on the Properties must be removed within seventy-two (72) hours thereof. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Properties during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Areas. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed by the Association.

3.03 Antennae and Signals. No antenna or other device for the transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used, or maintained on any Lot, whether attached to a building or structure or otherwise, without the prior written approval of the Architectural Committee. No radio signals, television signals or any other form of electromagnetic radiation shall originate from any Lot so as to unreasonably interfere with the reception of television or radio signals on any other Lot. Notwithstanding the provisions of this paragraph to the contrary, it shall be permissible for the Owner of any Lot to have satellite dishes no more than one meter in diameter for receipt of television signals. Any satellite dish shall be located in a way to minimize the visibility of such dish from the street or adjoining property with ground level placement in the side or back yard preferred behind a privacy fence meeting the requirements of Section 3.26 (b) below. No satellite dish shall be located on any of the Common Areas.

3.04 Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located thereon without the prior written approval of the Board.

3.05 Subdividing. No Lot shall be further divided or subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee.

3.06 Signs. No sign of any kind shall be displayed to the public view on this Property without the prior written approval of the Architectural Committee, except for signs which are part of Declarant's overall marketing plan for the Property and "for sale" and "for lease" signs that comply with rules and regulations established therefor by the Architectural Committee. The Architectural Committee may permit signs of any type advertising a portion of the Property for sale or lease and signs advertising a garage sale of not more than two days in duration, or it may set standards for the same. Garage sales must have permits from both the City of College Station and the Association. An Owner may display signs advertising a political candidate or ballot item provided that Owner meets the requirements of the Architectural Committee as to such political signs, which requirements shall comply with Section 202.009 of the Texas Property Code, as amended from time to time.

3.07 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other



property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. If rubbish or debris accumulates upon any Lot in violation of this provision in the judgment of the Association, the Association may remove the rubbish or debris, and charge a special assessment to the Owner of the Lot;

3.08 Noise. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.09 Lighting. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property, except for reasonable security or landscape lighting that has the approval of the Architectural Committee.

3.10 Nuisance and Lateral Support. No noxious or offensive activity or work shall be conducted upon any Lot so as to impair the structural soundness or integrity of any Improvement of any other Lot, or which may be or may become an annoyance or nuisance to the neighborhood.

3.11 Repair of Improvements. All Improvements upon the Property, including any lot, shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner or Owners thereof.

3.12 Alteration or Removal of Improvements. Exclusive of normal maintenance, any construction or removal in connection with any improvement which in any way alters the exterior appearance of said Improvement shall be performed only with the prior written approval of the Architectural Committee.

3.13 Roofing Materials. The surface of all roofs of principal and secondary structures shall be metal, shingle, wood shakes, tile or dimension architectural quality composition shingle "Three tab" composition shingles shall not be allowed. The Architectural Committee shall have authority to approve other roof treatments and materials when in its determination such treatments and materials in the form utilized will not be a detriment to the quality of the neighborhood. Nothing contained in this Section 3.13 shall prohibit any shingle that is designed primarily to (A) be wind and hail resistant, (B) provides heating and cooling efficiencies greater than the provided by customary composite shingles, or (C) provides solar generation capabilities provided that when installed, such shingle shall (X) resemble the shingles used or otherwise authorized for use by the Architectural Committee, (Y) are more durable than and are of equal or superior quality to the shingles authorized for use by the Architectural Committee and (Z) match the aesthetics of the surrounding Units.

3.14 Solar Energy Device. In the event an Owner desires to install a solar energy device in connection with the use of any lot, the location and installation design thereof shall be submitted to the Architectural Committee and approval of such design, including the aesthetics thereof, shall be required before construction may begin. The Architectural Committee may establish such rules and regulations as to such solar energy devices as it deems appropriate provided that such rules and regulations comply with the requirements of Section 202.10 of the Texas Property Code, as amended from time to time.

3.15 Driveway. The Architectural Committee shall have the right to impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads, streets or private driveways within the Property.

3.16 Tanks. The Architectural 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 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.

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

3.18 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for property drainage and approved by the Architectural Committee.

3.19 Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no fireworks shall be discharged upon the Property, and no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces, or in contained barbeque units while attended and in use for cooking purposes.

3.20 Firearms. The discharge of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Association shall not be obligated to take action to enforce this Section.

3.21 Mining and Drilling. No oil drilling, on development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

3.22 Machinery and Equipment. Without the approval of the Association or Declarant, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Common Area except such machinery or equipment as is usual and customary in

Brazos County, Texas, in connection with the use, maintenance, or construction of a private residence or appurtenant structures or recreational facilities maintained by the Association; provided however, such machinery or equipment may be placed, operated or maintained by any governmental or quasi-governmental agency, or by a public utility, in the performance of its legitimate functions. Any air conditioning unit installed in a Unit shall be located or screened so as not to be visible from any street within the Properties.

3.23 Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon the Property Without the prior written approval of the Architectural Committee; provided however, that the Declarant may maintain or authorize temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen on the Property during any period of actual construction, which authorization, if given, shall include the nature, size, duration and location of such structure or structures.

3.24 Unightly Articles; Vehicles. No trailer, recreational vehicle, tent, boat, or stripped down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the driveway or front yard in front of the building line of the permanent structure, and same shall be kept, parked, stored or maintained on other portions of a Lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots or streets. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street.

3.25 Tents, Mobile Homes, Travel Trailers, Recreational Vehicles. No tents or mobile homes shall be parked or placed on any Lot at any time. No travel trailers or recreational vehicles may be kept on any Lot unless it is enclosed in a garage or is parked so as not to be visible from adjoining property or public or private thoroughfares. In the event a travel trailer or recreational vehicle is not enclosed in a garage, the location of its storage site must be approved by the Architectural Committee. This restriction regarding travel trailers and recreational vehicles shall not apply to guests staying at any Lot for less than forty-eight (48) hours. Party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board.

3.26 Fences.

(a) All Lots must have an approved fence constructed no later than the 10th day after occupancy. No fence, wall, or hedge shall be built or maintained within 10 feet of the front wall line of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any lot. An exception shall be made in the case of retaining walls not to exceed twenty-four inches (24") above the ground. Notwithstanding the foregoing, the Architectural Committee is empowered to waive the aforesaid height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate unique, attractive or advanced building concept design or material and the resulting decorative wall and/or retaining wall will not detract from the general appearance of the neighborhood, or in the case where a Lot has a side yard which is adjacent to the backyard of an adjacent Lot. No chain-link fences may be built or maintained on any Lot.

(b) Unless otherwise approved by the Architectural Committee, any fence built or maintained on any Lot shall be constructed only of standard grade 1" by six" cedar privacy fence materials, six (6') feet in height, with the finished (smooth) side facing all streets or Common Areas, or adjoining properties which are not part of Creek Meadows, and the rough side facing the interior of any Lot. All fences facing the following streets: Creek Meadows Blvd and Lowry Meadow Ln, must be capped at the posts. However, Developer, in its sole discretion and expertise, may erect wrought iron fencing on the rear boundary of any Lot, and the owner of the Lot shall be responsible for maintenance and repair of the fence once erected. On any Lot where Developer erects such a fence, all fencing on that Lot subsequently built by the Owner of the Lot on the side boundary lines shall be wrought iron material for at least forty feet (40') from the rear boundary lines on each side.

3.27 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept or maintained on the Property. No domestic household pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets shall be allowed on the Property other than on the Lot of its owner, except when confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation shall be allowed. No domestic household pet shall be allowed to run at large and all of such pets shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be constructed in accordance with Plans and Specifications approved by the Architectural Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property. No more than three (3) adult dogs or three (3) adult cats (or any combination thereof) may be kept on a single Lot. Pit bull terriers (pit bulls) may not be kept on any Lot. No pets with a history or incidents of aggressive behavior to people or property, either in Creek Meadows or elsewhere, may be kept on any Lot. The Association may require the removal of any such pet from the Property by giving 10 days' written notice to the pet's owner. All domestic household pets shall be kept in strict accordance with all local laws and ordinances. The foregoing limitation on number of pets shall not apply to hamster, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old.

3.28 Maintenance of Lawns and Plantings. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot cultivated, pruned, and free of trash and other unsightly material. Subject to Section 3.29 below, trees, shrubs, vines and plants that die shall be promptly removed. Declarant, the Association and the Architectural Committee shall have the right at any reasonable time after not less than ten days' notice to Owner to cure any violation of this provision within such 10-day period, to enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon, and to charge the cost thereof to the Owner of the Lot as provided in Section 7.04(B) below.

3.29 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 selection and site design. Each Lot shall be landscaped in

accordance with a landscaping plan which has been approved by the Architectural Committee. The Architectural Committee shall have the authority to establish minimum landscaping requirements based on the size of the Lots and/or square footage of the dwelling located thereon. All landscaping plans shall include installation of live, growing sod covering the front, side and back yards, within thirty (30) days of completion of any residence constructed on a Lot, and such landscaping shall be maintained by the Owner in a healthy and growing condition. All front and side yards must be irrigated with automatic sprinkler systems. At all times after improvements are constructed on any Lot, the Owner of such Lot shall keep and maintain one living tree with diameters of two inches in the front yard of the Lot.

3.30 Construction and Sales Activities. Notwithstanding any provisions herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements by an Owner (including Declarant) upon any Lot within the Property, or the sale of any Lot thereafter. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reasons of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. No building material of any kind shall be placed or stored upon any Lot for more than five (5) days until the Owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed on the street or on any other part of the Property. In the event of any dispute regarding such matter, a temporary waiver of the applicable provision may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction. At such time as the Declarant ceases using any portion of the Property as a model home or sales office, the affected Property shall be altered and/or remodeled, if necessary or desirable, to comply with the covenants and restrictions contained herein.

3.31 Business Use. No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Unit, except that an Owners or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sign, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not invite regular visitation of the Unit by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Properties; (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board; and (e) garage sales or moving sales, may be conducted provided they are not more than two days in duration and no such sales take place more than two times per calendar year on any Lot.

The terms "business" and trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not be considered a trade or business within the

meaning to this section. This Section shall not apply to any activity conducted by the Declarant or conducted by a builder with approval of the Declarant, with respect to its development and sale of the Properties or its use of any Units which it owns within the Properties, including the operation of a timeshare or similar program.

3.32 Mailboxes. Mailboxes shall be brick, masonry or other materials approved by the Architectural Committee, and shall be located on individual Lots, unless cluster boxes are mandated by the U.S. Postal Service or City of College Station.

3.33 Sight Lines. No fence, wall, hedge, or shrub planting which obstructs sight lines from streets on the Property shall be placed or permitted to remain on any corner Lot within the area defined by a line drawn between two points located forty (40') feet from the point of intersection of the street right-of-way property lines immediately adjacent to the Lot, as reasonably located by the Architectural Committee. Measurement shall be by chord, not by arc. No tree shall be permitted to remain within such areas, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

3.34 Garage conversions. No garage, or any portion thereof, may be converted into enclosed living space unless an alternative garage of at least equal size is constructed and the plans and specifications for the conversion and construction are first approved in writing by the Architectural Committee.

3.35 Lakes and other public areas. On any lakes or other public areas constructed on the Property, the Board may establish rules and regulations for use or prohibitions against use from time to time. Swimming and boating shall not be allowed, except by and in accordance with regulations established by the Board in its sole and absolute discretion. The Board may also establish regulations with regard to fishing.

3.36 Electrical wiring. Any structure which is erected on any Lot shall have a structural wiring package, including CAT 5 or better and RG6 video cable.

3.37 Clotheslines, Garbage Cans, Tanks, Etc. No clothesline shall be erected or installed on the exterior portion of any Unit and no clothing, linens or other material shall be aired or dried on the exterior portion of any Unit. All garbage cans, above-ground storage tanks, mechanical equipment, woodpiles, yard equipment and other similar items on Units shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash, and garbage shall be stored in appropriate containers approved by the Board and shall regularly be removed from the Properties and shall not be allowed to accumulate thereon.

3.38 Subdivision of Unit and Time Sharing. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to replat any Unit or Units owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

3.39 Pools. No above-ground swimming pools shall be erected, constructed or installed on any Unit.

3.40 Golf Carts. No gasoline-powered golf carts shall be operated within the Properties. All golf carts shall be powered by electricity or by similar noncombustion means.

3.41 Leasing of Units.

(a) Definition.

“Leasing”, for purposes of this Declaration, is defined as a regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) Leasing Provisions

(i) General. Units may only be rented in their entirety; no fraction, portion of or bedroom within a Unit may be rented. All leases shall be in writing and shall be for an initial term of no less than thirty (30) days, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board, shall be provided to the Board by the Unit owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration and any Amendments, By-Laws, and the rules and regulations. The Board may adopt reasonable rules regulating leasing and subleasing.

(ii) Compliance with Declaration, By-Laws and Rules and Regulations. Every Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws, any applicable Supplemental Declaration, the Landscape Restrictions, the by-laws of the Landscape Maintenance Association and the rules and regulations adopted pursuant to the foregoing, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any such violation.

3.42 Single Family Occupancy. No Unit shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than one (1) person who is not so related as a single household unit, or alternatively, no more than two (2) persons who are not so related living together as a single household unit, and the household employees of either such household unit.

3.43 Doors and Windows. No “burglar bars,” steel or wrought iron bars, or similar fixtures, whether designed for decorations, security or other purposes, shall be installed on the exterior of any windows or doors of any dwelling. No signs, numerals or other writing shall be written on or placed in the doors, windows or exterior walls of any dwelling, either temporarily or permanently, except that the Board may, in its discretion, permit house numbers to be written temporarily on a single window of a dwelling while occupants are moving in, provided such numbers are removed within seventy-two (72) hours after the occupants have taken occupancy. The color of any solar screens or window tint must be harmonious with that of the dwelling, shall not be reflective and must be maintained to prevent peeling, cracking or irregular discoloration. Sheets or similar temporary window treatments may be used for a short time after taking occupancy of a dwelling, provided they are removed and replaced with permanent window

treatments within a reasonable time, not to exceed 14 days, after taking occupancy of the dwelling, as determined in the sole discretion of the Board of Directors. Foil shall not be used as window coverings at any time.

3.44 Registered Sex Offenders. No Lot shall be occupied in whole or in part by any person who is a registered sex offender on the Texas Public Sex Offender Registry, or any similar registry in another state.

3.45 Compliance with Provisions of Creek Meadows Residential Restrictions. Each Owner shall comply strictly with the provisions of the Creek Meadows Residential Restrictions as the same may be amended from time to time. Failure to comply with any of the Creek Meadows Residential Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by any aggrieved Owner. Declarant, for itself, its successors or assigns, reserves the right to enforce these restrictive covenants though it may have previously sold and conveyed all subdivided Lots controlled by these covenants within the Property. The reservation of this right of enforcement shall not create an obligation of any kind to enforce the same.

3.46 Occupants Bound. All provisions of the Declaration, By-Laws, any applicable Supplemental Declaration, the Landscape Restrictions and by-laws of the Landscape Maintenance Association and any rules and regulations promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Unit. Every Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws, and applicable Supplemental Declaration, the Landscape Restrictions and by-laws of the Landscape Maintenance Association, and all rules and regulations of the Association. Every Owner shall be responsible for all violations and losses to the Common Areas caused by such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

3.47 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms, or provisions. Any Owner acquiring a Lot in reliance upon one or more of such restrictive covenants, terms and provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

#### ARTICLE 4 RESIDENTIAL RESTRICTIONS

4.01 Residential Use. All Lots shall be improved and used solely for residential purposes inclusive of a garage, fencing and such other improvements as are necessary or customarily incident to residential use. No Owner shall occupy or use his Lot or improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose, including religious, other than as a private residence for the Owner, his family and guests. Anything herein to the contrary notwithstanding, any Lot may be used or improved for greenbelt, open space and/or



drainfield purposes. No improvement may be constructed upon any Lot that would unreasonably obstruct the view from other portions of the Property, and the positioning of all improvements upon Lots within the Property is hereby expressly made subject to Architectural Committee review. The Architectural Committee may, but shall not be required to, prevent or allow the construction of a proposed improvement based upon the effect it will have upon the view from any particular Lot. The Architectural Committee may consider the effect the improvement will have on the Property as a whole, it being expressly understood that neither the Architectural Committee nor the members thereof shall be liable to any Owner in monetary damages or otherwise due to the construction of any improvement within the Property or the creating thereby of an obstruction to the view from such Owner's Lot or Lots.

4.02 Garages and Garage Orientation. No Lot shall have improvements erected which do not provide for a minimum of a two vehicle garage. Board may at its discretion grant a variance on garage sizes.

4.03 Outbuildings. Every outbuilding, inclusive of such structures as a detached garage, storage building or greenhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition or be screened from public view in a manner approved by the Architectural Committee. All such buildings shall be subject to approval by the Architectural Committee. In no instance shall an outbuilding, other than a detached garage, exceed at its peak ten feet (10') in height or have total floor area in excess of ten percent (10%) of the floor area of the main dwelling.

4.04 Building Height. No Improvement greater than thirty-two (32) feet in height may be constructed on any Lot without the prior written approval of the Architectural 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 or the proposed Improvement.

4.05 Building Materials; Dwelling Size. All dwellings shall be of recognized standard construction quality, and all exteriors (exclusive of doors, windows, and similar openings) shall be constructed as set out below, of a minimum percentage of masonry, on the front and sides, or other material specifically approved in writing by the Architectural Committee. Masonry includes stucco, brick, rock and all other materials commonly referred to in the College Station, Texas area as masonry. Masonry does not include concrete Hardie board siding. On all structures, no 4 ft. by 8 ft. sheets of siding are permitted, and only horizontal or board and batten shall be used. All chimneys may be masonry or siding, but if chimneys are in siding, horizontal lap and gap only shall be used. On all structures with minimum square footage requirements of 1100 square feet and 25% masonry requirements (set out below), only Hardie-board siding shall be used. Unless an exception is granted by the Architectural Committee, all dwellings shall contain not less than the number of square feet of enclosed living space, exclusive of porches (open or covered), decks and garages set out below. Each residence shall include an enclosed attached or detached garage or other structure sufficient to meet the requirements of Sections 3.02 and 4.02 above.

In each of the Sections to be developed within the Property, subject to the amendment in Declarant's sole discretion, the following minimum standards shall apply:

<u>Section and Phase</u>	<u>Minimum Square Footage</u>	<u>Percentage of Masonry</u>
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Sec 1B Phase 1	1500 heated square feet	75%
Sec 1B Phases 2-3	1100 heated square feet	25%
Sec 4 Phase 4	1800 heated square feet	50%
Sec 2 Phases 1A, 1B, 2 and 3	1100 heated square feet	25%
Sec 3 Phases 1-3	1800 heated square feet	75%
Sec 4 Phases 1, 2A, 2B, 2C, 3A and 4	1500 heated square feet	75%
Sec 4 Phase 3B	1500 heated square feet	75%
Sec 5 Phases 1-3	2000 heated square feet	85%
Proposed Sec 6 Phases 1, 2A, 2B and 3	1800 heated square feet	75%
Sec 7 Phases 2-4	1800 heated square feet	85%

4.06 Construction in Place. The use of prefabricated materials, including antique homes moved from other locations, shall not be allowed without the prior written approval of the Architectural Committee.

4.07 Set-Back Requirements. No building shall be located or erected nearer to any Lot line bordering a street right-of-way than the building line shown on the recorded plat of the Property subdivision section Which includes such Lot, unless provided otherwise in this Declaration or any Supplemental Declaration. The following set back requirements shall be controlling and enforceable within the subdivision. No building shall be located nearer to a boundary Lot line than the distance set out below:

<u>Front Setback</u>	<u>Rear Setback</u> <u>Main Heated Structure</u>	<u>Side Setback</u>	<u>Corner Setback</u>
20 feet	20 feet	5 feet	15 feet

Notwithstanding the foregoing, in respect to cul-de-sac Lots or Lots having Irregular shapes, buildings must be situated at a mean distance set out above from each side property line of such Lot, but in no event closer at any one point than the above stated distance from such side property line. Furthermore, on such cul-de-sac Lots or Lots having irregular shapes, such structure may be constructed as near as twenty-five (25) feet from the rear of the Lot; provided further, however, that detached garages may be as near as twenty (20) feet from the rear of the Lot and any permitted temporary structures may be situated as near as seven and one-half (7-1/2) feet from the rear of any such Lot. For purposes of these covenants, the eaves of buildings shall not be deemed to be part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure. This Section shall not be construed to allow any building or structure to encroach upon another Lot.

ARTICLE 5  
CREEK MEADOWS OWNERS ASSOCIATION

5.01 Organization. The Declarant has caused the formation and incorporation of the Association as a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.02 Membership. Any Person or entity upon becoming an Owner shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way, transferred, pledged, mortgaged, or alienated except together with the title to the said property interest.

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

(a) The Owner, whether one or more (including Declarant) of each Lot within the Property shall have one vote for each Lot so owned.

(b) In addition to the votes to which Declarant is entitled by reason of Subparagraph (A) of this Section, for every such vote Declarant shall have three (3) additional votes, until such time as the votes described in Subparagraph (A) of this Section, owned by Owners other than Declarant, total in the aggregate ninety (90%) of the total number of votes outstanding under Subparagraph A. Thereafter Declarant shall have only the votes, if any, to which it is entitled under Subparagraph (A) of this Section.

5.04 Neighborhoods and Voting Groups.

(a) Neighborhoods. Every Unit shall be located within a Neighborhood as defined in Article 1. The Units within a particular Neighborhood may be subject to additional covenants and/or the Unit Owners may all be members of another owners association ("Neighborhood Association") in addition to the Association, but no such Neighborhood Association shall be required except in the case of a condominium or otherwise as required by law. Any Neighborhood which does not have a Neighborhood Association shall elect a Neighborhood Committee, to represent the interests of Owners of Units in such Neighborhood. If a Neighborhood does not elect a Neighborhood Committee, the Board shall appoint a Neighborhood Committee.

Each Neighborhood, upon affirmative vote, written consent, or a combination thereof, of a majority of Owners within the Neighborhood, may require that the Association provide a higher level of service or special services for the benefit of Units in such Neighborhood. In such event, the Association shall provide such services and the cost of such services shall be assessed against the Units within such Neighborhood as a Neighborhood Assessment pursuant to Article 1 hereof.

Exhibit "A" to this Declaration, and each Supplemental Declaration filed to subject additional property to this Declaration, shall initially assign the property described therein to a specific

Neighborhood by name, which Neighborhood may then be existing or newly created. The Declarant may unilaterally amend this Declaration or any supplemental Declaration from time to time to predesignate Neighborhood boundaries; provided, two (2) or more Neighborhoods shall not be combined without the consent of Owners of a majority of the Units in the affected Neighborhoods.

The Owner(s) of a Majority of the total number of Units within any Neighborhood may at any time petition the Board of Directors to divide the property comprising the Neighborhood into two (2) or more Neighborhoods. Any such petition shall be in writing and shall include a plat of survey of the entire parcel which indicated the boundaries of the proposed Neighborhood(s) or otherwise identifies the Units included within the proposed Neighborhood(s). Such petition shall automatically be deemed granted unless the Board of Directors denies such application in writing within thirty (30) days of its receipt thereof. The Board may deny an application only upon determination that there is not reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods. All applications and copies of any denials shall be filed with the books and records of the Association and shall be maintained as long as this Declaration is in effect.

(b) Voting Groups. In order to promote representation on the Board of Directors for various groups having dissimilar interests and to avoid a situation in which the Voting Members representing similar Neighborhoods are able, due to the number of Units in such Neighborhoods, to elect the entire Board of Directors, excluding representation of others, no more than one-fourth of the number of directors shall be elected from any Neighborhood and the ballots for directors shall designate seats on the Board for each Neighborhood according to such allocation. Members of the Board of Directors shall be elected at large by all Voting Members.

(c) Oversight and Review. The board of directors of a Neighborhood Association, or a Neighborhood Committee, shall consist of at least three persons, and among any other responsibility which it may assume or have assigned to it, it shall provide oversight and review of conditions or activities within its Neighborhood to detect and identify violations of the Creek Meadows Residential Restrictions. The board of the Neighborhood Association or the Neighborhood Committee shall make recommendations regarding the alleged violations. However, in all cases, the discretion of the Board or the Architectural Committee shall be controlling regarding both the existence of the alleged violation and the action to be taken in such regard, subject to the right of any Owner to seek relief in a court with jurisdiction, as allowed by law.

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

(a) Creek Meadows Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Creek Meadows Rules and Bylaws, not in

conflict with this Declaration, as it deems proper to address any and all aspects of its functions. The Association shall have the authority to establish committees pertaining only to specific sections of Creek Meadows. Any committee which elects to oversee a particular section shall have the power to establish section rules, which shall apply only to sections over which the Committee has oversight. Any such section rules may be more restrictive than the provisions hereof, but shall not be less restrictive.

(b) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out Association functions.

(c) Records. To keep books and records of the Association's affairs.

(d) Assessments. To levy Assessments as provided in Article VII below.

(e) Right of Entry and Enforcement. To enter at any time in an emergency, or in a non-emergency, after ten (10) days' written notice, without being liable to any owner, upon any Lot and into any Improvement thereon for the purpose of enforcing the Creek Meadows Residential Restrictions or for the purpose of erecting, maintaining or repairing any Improvement to conform to the Creek Meadows Residential Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the work conducted thereon shall be a personal obligation of the owner of the Lot entered upon, shall be a lien upon the Lot entered on and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Creek Meadows Residential Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Creek Meadows Residential Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

(f) Legal, Accounting and Management Services. To retain and pay for legal, accounting and management services necessary or proper for the operation of the Association.

(g) Delegation to Committees. To set up one or more committees as authorized by the Texas Non-Profit Corporation Act, as the same is amended from time to time.

(h) Employees. To engage such employees as may be reasonably necessary in the management of the Association and the performance of its duties.

(i) Utilities. To maintain water service for lawn and bed Irrigation.

5.06 Landscape and Maintenance. The Association shall be authorized to landscape, maintain and repair easements, rights-of-way, common areas, entry ways, sidewalks, paths, trails, detention ponds, lakes, waterfall pumps, irrigation equipment, water wells, entrance buildings, and other areas of the Property, as appropriate.

5.07 Common Areas.

(a) Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:

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

(ii) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon Individual Members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(iii) To execute mortgages, both construction and permanent, for construction of Improvements on property owned by or leased to the Association, and to accept lands in common Areas, whether or not improved, from Declarant subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner deemed appropriate by the borrower, whether Declarant or the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien, as deemed appropriate by borrower, whether Declarant or the Association, on the Improvement to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessment of Members, or otherwise, or any combination thereof, as may be deemed appropriate by Declarant or the Association, as the case may be, but subject to the limitations imposed by this Declaration.

(b) In addition to, and not in limitation of, the power and authority of the Association as set forth in Section 5.05 of this Declaration, the Association, acting through the Board, shall have the power and authority:

(i) To grant and convey portions of Association property, including fee title, leasehold estates, easements, right-of-way, and/or mortgages, to any person or entity for the purpose of constructing, erecting, operating or maintaining the following:

- (1) Parks, parkways or other recreational facilities or structures;
- (2) Roads, street walks, driveways, trails end paths;
- (3) Lines, cables, wires, conduits, pipelines or other means of providing utilities;

(4) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or

(5) Any similar public, quasi-public or private Improvements.

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

(ii) To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association, or within city-owned parks, parkways, entrance ways, or street rights-of-way which the Association desires to maintain or pay for, in the best interest of the Association and the aesthetic appearance of the Subdivision as a whole.

(iii) To pay for any other services necessary or proper in the performance of Association functions, and to pay for any other taxes or assessments that the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws of the Association.

(iv) To own and operate any and all types of facilities for both active and passive recreation.

(v) To construct new Improvements or additions to Association properties, subject to the approval of the Architectural Committee as required in this Declaration.

(vi) To enter into contracts with Declarant and other persons, on such terms and provisions as the Board shall determine, to operate and maintain any of the Common Areas or to provide any service or perform any function on behalf of Declarant or the Association in connection with the purposes of the Association.

(vii) To acquire and own and to dispose of all manner of real and personal property, whether by purchase, grant, lease, gift or otherwise.

#### 5.08 Maintenance.

Association's Responsibility. In addition to the power and authority of the Association conferred elsewhere, and not in limitation, the Association shall maintain and keep in good repair the Area of Common Responsibility. The Area of Common Responsibility shall include, but need not be limited to, all landscaping and Improvements on the Common Areas, landscaping within public rights-of-way in or adjacent to the Properties, landscaping on any public utility easement within the Properties (subject to the terms of any easement agreement relating thereto), landscaping of such portions of any additional property within the Area of Common Responsibility. The Area of Common Responsibility shall also include all ponds and streams located within the Properties which serve as part of the drainage and storm water retention system

for the Properties, including any retaining walls, bulkheads or dams retaining water therein, and any fountains, lighting, pumps, conduits, and similar equipment in continuous operation, except for reasonable periods as necessary to perform required maintenance or repairs, unless the Voting Members representing seventy-five (75%) percent of the votes in the Association agree in writing to discontinue such operation. The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the community-wide standard.

There are hereby reserved to the Association blanket easements over the Properties as reasonably necessary to enable the Association to fulfill its responsibilities under this Section.

Except otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of common Responsibility shall be a Common Expense to be allocated among all Units as part of the Assessment, subject to the right of the Association to seek reimbursement from the owner(s) of, or other persons responsible for certain portions of the Area of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the owner(s) thereof. All costs associated with maintenance, repair and replacement of Common Areas shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Units within the Neighborhood(s) to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

The Association shall also be responsible for maintenance, repair and replacement of property within any Neighborhood to the extent designated in any Supplemental Declaration affecting the Neighborhood. The Association may also assume maintenance responsibilities with respect to any Neighborhood in addition to those that may be designated by any Supplemental Declaration. This assumption of responsibility may take place either by agreement with the Neighborhood Association or Committee or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the community-wide standard of the Properties. All costs of maintenance pursuant to this paragraph shall be assessed as a Neighborhood Assessment only against the Units within the Neighborhood to which the services are provided. The provision of services in accordance with this Section shall not constitute discrimination within a class.

5.09 Owner's Responsibility. Each Owner shall maintain his or her Unit and all structures, parking area and other Improvements comprising the Unit. Owners of Units which are adjacent to any portion of the Common Area on which walls, other than walls which form part of a building, have been constructed shall maintain and irrigate that portion of the Common Area which lies between such wall and the Unit boundary. Owners of Units adjacent to any roadway within the Properties shall maintain driveways serving their respective Units, whether or not lying within the Unit boundaries, and shall maintain and irrigate landscaping on that portion of the Common Area, if any, or right-of-way between the Unit boundary and the back-of-curb of the adjacent street.

5.10 Neighborhood's Responsibility. Upon resolution of the Board of Directors, the Owners of Units within each Neighborhood shall be responsible for paying, through the Neighborhood Assessments, costs of maintenance of certain portions of the Area of Common



Responsibility within or adjacent to such Neighborhood. This may include, without limitation, any right-of-way and green space between the Neighborhood and adjacent public roads, private streets within the Neighborhood, and ponds or wetlands within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association; provided, however, all Neighborhoods which are similarly situated shall be treated the same.

Any Neighborhood Association whose common property is adjacent to any portion of the Common Area upon which a wall, other than a wall which forms part of a building, is constructed shall maintain and irrigate that portion of the Common Area between the wall and the Neighborhood Association's property line. Any Neighborhood Association whose common property fronts on any roadway within the Properties shall maintain and irrigate the landscaping on that portion of the Common Area or right-of-way between the property line and the nearest curb of such roadway.

Any Neighborhood having responsibility for maintenance of all or a portion of the property within a particular Neighborhood pursuant to additional covenants affecting the Neighborhood shall perform such maintenance responsibility in a manner consistent with the community-wide-standard. If any such Neighborhood falls to perform its maintenance responsibility as required herein or in any additional covenants, the Association may perform it and assess the costs against all Units within such Neighborhood as provided In Article 7, Section 7.04 (B) and 7.05, of this Declaration.

5.11 Agreement with City of College Station, State of Texas, and County of Brazos. The Declarant, as the agent of the Association, or the Association, may enter into one or more agreements with the City of College Station or State of Texas or Brazos County, with respect to (1) the landscaping and maintenance of portions of public streets highways or rights-of-way, or (2) the dedication of any drainage basin, park or other common area within the property for municipal maintenance or with the City of College Station with respect to landscaping and maintenance of portions of utility easements. The Association shall accept, without further requirement or documentation, said agreement and the requirements and benefits associated therewith, for any agreement reached by the Declarant.

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

ARTICLE 6  
ARCHITECTURAL COMMITTEE

6.01 Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Voting Members deem appropriate. The initial Voting Members of the Architectural Committee shall be appointed by Declarant.

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

6.03 Advisory Members. The Voting Members may from time to time designate Advisory Members.

6.04 Term. Each member of the Architectural Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed as provided herein.

6.05 Declarant's Rights of Appointment. Until Declarant has less than fifty percent (50%) of the votes in the Association (the "Transition Date"), Declarant, its successors or assigns shall have the right to appoint and remove all Voting Members of the Architectural Committee, which persons need not be drawn from Association Members. Notwithstanding the preceding sentence, Declarant may delegate its right of appointment, or any portion thereof, to the Board by written instrument before such date. Whenever the Transition Date occurs, the Board shall have the right to appoint all Voting Members. At such time as the Board gains the right to appoint and remove Voting Members of the Architectural Committee, or any portion of this right, a majority of the Voting Members so appointed shall be drawn from Members of the Association. Advisory Members shall, when reasonably possible, be drawn from Members of the Association.

6.06 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it deems necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, and other similar codes.

6.07 Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, the Architectural Committee shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications and issued an Architectural Committee building permit. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. Upon receipt of all necessary information, the Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its

approval pursuant to this Declaration, and perform such other related duties assigned or authorized by this Declaration, including at its option inspection of construction in progress to assure its conformance with previously approved Plans and Specifications. The Architectural Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one construction. The Architectural Committee may, in its review of Plans and Specifications and such other information as it deems proper, consider whether any proposed Improvement upon a Lot would unreasonably obstruct the view from other portions or the Property. The Architectural Committee may, but shall not be required to, disapprove any Improvement upon any Lot that would unreasonably obstruct the view from any other portion of the Property. No Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Property and the surrounding area. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans and Specifications be deemed an endorsement, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes not of its authorship.

6.08 Actions of the Architectural Committee. The Architectural Committee may, by resolution unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designation, the vote of a majority of all the members of the Architectural Committee taken without a meeting shall constitute an act of the Architectural Committee.

6.09 No Waiver of Future Approvals. The approval or consent of the Architectural Committee of any Plans and Specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any other Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

6.10 Work In Progress. The Architectural Committee may at its option inspect all work in progress to insure compliance with approved Plans and Specifications.

6.11 Nonliability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its members, as the case may be. Neither the Architectural Committee nor any member thereof shall be liable to any Owner due to the construction of any Improvements with the Property, or the creation thereby of any obstruction of the view from such Owner's Lot or Lots.

6.12 Address. Plans and Specifications shall be submitted by electronic mail or paper submission to the Architectural Committee in care of Oldham Goodwin Group, LLC, 2800 South Texas Avenue, Suite 401, Bryan, Texas 77802 Attention: Chris Rhodes, or in care of such other person at such other address as may be designated by Declarant or the Board, as the case may be, from time to time on the Association website or letterhead.

6.13 Failure to Act. In the event the Architectural Committee or its designated representative fails to approve or disapprove any Plans and Specifications within ten (10) days after the same have been submitted to it, complete with all other information requested by the Architectural Committee in connection with such submission, approval shall be assumed.

6.14 Variances. Notwithstanding any other provision of this Declaration, in order to prevent undue hardship upon the Owner or Owners of any Individual Lot or Lots upon the Property, variance from any restrictions set out in this Declaration may be granted by a unanimous decision of the Architectural Committee in a written instrument to be duly acknowledged, if and when such a variance shall ever be granted.

6.15 Governmental Agency Approval. Nothing in this Declaration shall be construed to relieve any Owner from securing such approvals, certificates and/or permits as may be required by law in connection with the construction of any Improvements on any Lot.

6.16 Relationship with Association. The Architectural Committee has been created pursuant to this Declaration to perform certain functions specified herein relating to the review and approval of Plans and Specifications for Improvements built on the Property. The Architectural Committee does not exercise the authority of the Board, and shall not do so unless and until (i) the Board shall have duly appointed a majority of Board members to the Architectural Committee, and (ii) the Board shall by unanimous resolution, duly recorded in the records of the Association, make the Architectural Committee of the Board in accordance with the Texas Non-Profit Corporation Act.

6.17 Notice to Association. The Architectural Committee shall give notice to the Board if any Owner commences construction on a Lot prior to issuance of a building permit by the Architectural Committee.

## ARTICLE 7 FUNDS AND ASSESSMENTS

### 7.01 Assessments.

(a) The Association may from time to time levy Assessments against each Lot whether or not improved. The level of Assessments shall be equal and uniform between all Lots within any Neighborhood, but Assessments and Neighborhood Assessments shall vary between Neighborhoods as provided in this Declaration or the By-laws. However, no Assessments of any type hereunder shall be levied against Declarant.

(b) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment

shall be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.

(c) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the owner of the Lot against which the Assessment falls due, and shall become a lien against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

7.02 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

7.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Creek Meadows Residential Restrictions, including but not limited to the cost of all entry ways, landscaping, greenbelts, common areas, median strip, and right-of-way maintenance, the cost of enforcing the Creek Meadows Residential Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's funds. Assessments sufficient to pay such estimated note expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time levy further Assessments in the same manner as aforesaid. All such Regular Assessments shall be due and payable to the Association at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion as necessary to comply with the requirements of Section 209.0062 of the Texas Property Code, as amended from time to time.

7.04 Special Assessments.

(a) In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such Special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Creek Meadows Residential Restrictions. The amount and due date of any special Assessments shall be at the reasonable discretion of the Board.

(b) Less Than All Members. The Association may levy a Special Assessment against any Member individually and against such Member's Unit to (i) impose a daily fine to be set by the Board in its sole discretion for each day after construction commences until a building permit is issued from the Architectural Committee, (ii) reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, or the Association rules, or (iii) reimburse the Master Association for loss or damage to the Association or to any Common Areas caused by that Owner or his tenant, occupant, contractor, invitee or guest, and not covered by insurance, or for

any other purpose expressly authorized by this Declaration, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. The Association may also levy a Special Assessment equally against the units in any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of this Declaration, any applicable Supplemental Declaration, the Articles, the By-Laws, or the Association rules and regulations, which Special Assessment may be levied upon the vote of the Board after notice to the senior officer of the Neighborhood and an opportunity for a hearing.

7.05 Computation of Neighborhood Assessments. It shall be the duty of the Board, at least thirty (30) days before the beginning of each fiscal year, to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Association for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration or the By-Laws specifically authorizes the Board to assess certain costs, such as the cost of maintaining Common Areas, as a Neighborhood Assessment. Any Neighborhood may require that additional services or a higher level of services be provided by the Association, and in such case, any additional costs shall be added to such budget. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. Neighborhood Expenses shall be allocated equally among all Units within the Neighborhood benefitted thereby and levied as a Neighborhood Assessment.

The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be levied on each Unit in the Neighborhood for the coming year to be delivered to each owner of a Unit in the Neighborhood at least thirty (30) days prior to the beginning of the fiscal year. Posting such information on a public website shall be deemed to be effective delivery. Such budget and assessment shall become effective unless disapproved by the Owners of at least seventy-five (75%) percent of the Units in the Neighborhood to which the Neighborhood Assessment applies; provided, there shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least ten (10%) percent of the Units in such Neighborhood budget which are attributable to services requested by the Neighborhood.

In the event the proposed budget for any Neighborhood is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as proved herein, the budget in effect for the immediately preceding year shall continue for the current year.

7.06 Owner's Personal Obligation for Payment of Assessments. The Regular, Special and Neighborhood Assessments provided for herein shall be the personal and individual debt of the owner of the Lot covered by such Assessments. Except as otherwise provided in Section 7.01(A) hereof, no Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the owner of the Lot shall be obligated to pay interest at the at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from due date thereof (or if there is no such highest rate, then at the rate of eighteen percent (18%) per annum, together with all costs and expenses of collection, including reasonable attorney's fees. FAILURE OF AN OWNER TO RECEIVE AN INVOICE FOR ASSESSMENTS DOES NOT DISMISS THE RIGHT OF THE ASSOCIATION TO COLLECT

PENALTY AND INTEREST PROVIDED NOTICE OF SUCH ASSESSMENT HAS BEEN DELIVERED IN THE MANNER PROVIDED FOR IN THIS DECLARATION.

7.07 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but paid, shall, together with interest as provided in Section 7.06 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such lot in the hands of the owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on the first mortgage lien or first deed of trust filed of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination shall be effectuated by an officer of the Association, duly authorized by the Board. To evidence an Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by an officer of the Association, duly authorized by the Board, and shall be recorded in the office of the County Clerk of Brazos County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent, and may be enforced subsequent to the recording of a notice of Assessment lien as provided above, by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee the status of any Assessments relating to the Mortgagee's mortgage and remaining unpaid for longer than thirty (30) days after due.

ARTICLE 8  
EASEMENTS

8.01 Reserved Easements. All dedications, limitations, restrictions, and reservations shown on any plat covering all or any portion of the property and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most effectively, efficiently and economically developing and marketing the property. Further, Declarant reserves the right, without the necessity of the Joinder of any owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, common areas, rights-of-way and easements for public utility purposes (including, without limitation, gas, cable, water, electricity,

telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, any such easement having a maximum width of five (5) feet on each side of such Lot line.

8.02 Installation and Maintenance. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all Improvements in such area shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible. Neither Declarant nor any utility company using the easements herein or referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements.

8.03 Surface Areas. The surface of easement areas for underground utility services may be used for planning of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity reasonably relating to the construction, maintenance, operation or repair of any facility in any such easement area.

8.04 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee thereon require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent in any drainage easement, except as may be approved in writing by the Architectural Committee.

8.05 Blanket Easement. An easement is hereby retained in favor of the Association over all Lots and the Common Area for the purpose of enforcing the Creek Meadows Residential Restrictions in accordance with Section 5.04(E) hereof, and for the construction of a common cable television system, a common sprinkler system, maintenance or landscaping, or any other item for the common benefit of the Owners. An easement is further granted for the purpose of repairing and maintaining any such system so constructed. An entry upon any Lot or the Common Areas to effectuate the foregoing purposes shall not be deemed as trespass.

#### ARTICLE 9 MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2047, unless amended as herein provided. After December 31, 2047, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive period of ten (10) years each, unless amended as provided in Section 9.03 below or terminated by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the property then subject to this Declaration, filed of record in the Official Records of Brazos County, Texas.



9.02 Dissolution. Upon termination of this Declaration in accordance with Section 9.01 above, the Association shall be dissolved. In the event of any such dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to any appropriate public agency to be used for purposes similar to those of the Association with respect to the Common Areas. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

9.03 Amendment

(a) By Declarant. This Declaration may be amended by the Declarant, acting alone, until July 1, 2018, and thereafter for so long as Declarant holds a majority of the votes of the Association. No amendment by Declarant shall be effective until there has been recorded in the Official Records of Brazos County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the Secretary of the Association, certifying that the Declarant had the requisite number of votes.

(b) By Owners. In addition to the method in Section 9.03(A), after July 1, 2018, this Declaration may be amended by the recording in the official Records of Brazos County of an instrument executed and acknowledged by the President and Secretary of the Association setting forth the amendment and certifying that such amendment has been approved by owners entitled to cast at least sixty percent (60%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof.

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

9.05 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

9.06 Exemption of Declarant. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, sales and leasing offices, and similar facilities, and to post signs incidental to construction, sales, and leasing anywhere within the Property.

9.07 Assignment of Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any other person or entity and may permit the participation, whole or in part, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

9.08 Enforcement and Nonwaiver.

(a) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce any and all of the provisions of the Creek Meadows Residential Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(b) Nonwaiver. The failure to enforce any provision of the Creek Meadows Residential Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

(c) Liens. The Association shall have the right, when appropriate in this judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

9.09 Construction.

(a) Restrictions Severable. The provision of the Creek Meadows Residential Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(b) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine, and neuter.

(c) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles.

(d) Deadlines on Business Day. If any deadline in this Declaration should fall on a Saturday, Sunday or a Texas or federal holiday, such deadline shall automatically be extended to the next business day.

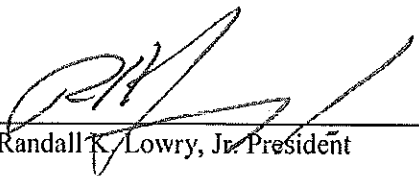
(e) Choice of Law. This Declaration shall be construed in accordance with the laws of the State of Texas.

SIGNATURE PAGE TO  
FOURTH AMENDED AND RESTATED PROTECTIVE COVENANTS OF  
CREEK MEADOWS

IN WITNESS WHEREOF, executed by Declarant as of the Effective Date hereof.


CREEK MEADOWS PARTNERS, L.P.

By: Union Gas Corporation, its general partner

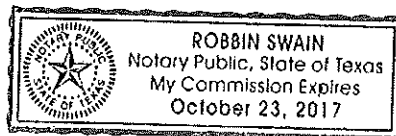
By:   
Randall K. Lowry, Jr. President

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on June 27<sup>th</sup>, 2016, by Randall K. Lowry, Jr., President of Union Gas Corporation, a Texas corporation in its capacity as general partner of CREEK MEADOWS PARTNERS, L.P., a Texas limited partnership, on behalf of said corporation and said limited partnership.

  
Notary Public, State of Texas

Robbin Swain  
Typed/Written Name of Notary



**EXHIBIT "A"**  
To  
Fourth Amended and Restated Declaration of Protective Covenants  
Of Creek Meadows

The property covered by this Fourth Amended and Restated Declaration is all of the property described in the following plats recorded in the Official Records of Brazos County, Texas:

<u>Creek Meadows Subdivision Section and Phase</u>	<u>Volume and Page of Recorded Plat in Official Records</u>
Section 1B, Phase 1	Volume 8028, Page 248 and Volume 9720, Page 164
Section 1B, Phase 2	Volume 8028, Page 248 and Volume 9404, Page 130
Section 1B, Phase 3	Volume 8028, Page 248
Section 1B, Phase 4	Volume 8028, Page 248 and Volume 9720, Page 164
Section 2, Phase 1A	Volume 9202, Page 117
Section 2, Phase 1B	Volume 9583, Page 148
Section 2, Phase 2	Volume 12607, Page 116
Section 2, Phase 3	Volume 10564, Page 91
Section 3, Phase 1	Volume 11731, Page 48
Section 3, Phase 2	Volume 12607, Page 114
Section 3, Phase 3	Volume 12607, Page 118
Section 4, Phase 1	Volume 8950, Page 98 and Volume 9404, Page 130
Section 4, Phase 2A	Volume 10780, Page 10
Section 4, Phase 2B	Volume 9903, Page 166
Section 4, Phase 2C	Volume 10785, Page 162
Section 4, Phase 3A	Volume 11975, Page 259
Section 4, Phase 3B	Volume 12988, Page 67
Section 4, Phase 4	Volume 11975, Page 259
Section 5, Phase 1	Volume 8989, Page 39
Section 5, Phase 2	Volume 12607, Page 112
Section 5, Phase 3	Volume 12607, Page 120
Section 7, Phase 1	Volume 13192, Page 220
Section 7, Phase 2	Volume 13192, Page 22

In addition, the Property covered by this Fourth Amended and Restated Declaration shall include Undeveloped Parcels defined in Section 1.30 of this Fourth Amended and Restated Declaration.

Filed for Record in:  
BRAZOS COUNTY

On: Jun 29, 2016 at 02:09P

As a  
NO LABEL RECORDING

Document Number: 01268520

Amount: 166.00

Receipt Number - 578275

By:  
Debbie Baker

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.

Jun 29, 2016

Karen McQueen, Brazos County Clerk  
BRAZOS COUNTY