

NOTICE OF CONFIDENTIALITY RIGHTS: "IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

**DECLARATION
OF
COVENANTS, CONDITIONS
RESERVATIONS AND RESTRICTIONS
OF
RELIANCE RIDGE SUBDIVISION**

WHEREAS, **DC INVESTMENT GROUP, LLC** ("DECLARANT"), is the owner of all that certain tract of land in Brazos County, Texas, which has been heretofore platted, subdivided and designated as **RELIANCE RIDGE SUBDIVISION** according to the map or plat thereof filed of record in Volume 18041, Page 38 in the Official records of the County Clerk of Brazos County, Texas;

WHEREAS, **DECLARANT** desires to create and provide for the development improvement and maintenance of **RELIANCE RIDGE SUBDIVISION**, for the mutual benefit and pleasure of the present and future property owners in such subdivision, and to protect the property values within such subdivision by imposing upon and against all of the designated lots therein the covenants, reservations and other provisions hereinafter set forth; and

NOW THEREFORE, **DECLARANT** does hereby make, adopt and establish the following reservations, restrictions, declarations, easements, limitations, charges, agreements, covenants, conditions and stipulations, each of which shall be applicable to **RELIANCE RIDGE SUBDIVISION** which comprises all of the designated lots in **RELIANCE RIDGE SUBDIVISION** therein according to the map or plat thereof filed in record at the office of the County Clerk of Brazos County, Texas.

I.
DEFINITIONS

1. The following terms when used herein shall have the following meanings:
 - A. "**DECLARANT**" shall mean **DC INVESTMENT GROUP, LLC**, a Texas Limited Partnership, its successors and assigns.
 - B. "**RELIANCE RIDGE**" shall mean the **RELIANCE RIDGE SUBDIVISION**.

- C. "SUBDIVISION" shall mean **RELIANCE RIDGE SUBDIVISION**, which consists of all of the designated Lot Numbers 1-21 Block 1, Lots 1-20 Block 2 and Lots 1 – 5 Block 3, according to the map or plat thereof filed of record in Volume 18041, Page 38 of the County Clerk of Brazos County Texas.
- D. "RECORDING DATE" shall mean the date upon which this document is filed of record with the County Clerk of Brazos County, Texas.
- E. "LOT" or "PARCEL" shall mean those plots of land shown on the map or plat of the SUBDIVISION filed of record with the Clerk of Brazos County, Texas, with the exception of those plots of land designated as Reserve Tracts, and reservations hereinafter made.
- F. "OWNER" shall mean and refer to the record OWNER, whether one (1) or more PERSON(S) or entities of the fee simple title to any LOT in the SUBDIVISION, or any part or interest therein. OWNER shall not mean or refer to any mortgagee, under any applicable theory of mortgage, unless and until such mortgagee has acquired legal title pursuant to foreclosure or any proceeding in lieu of foreclosure. The term OWNER shall further include any PERSON or entity claiming title to any LOT or portion thereof by adverse possession; any PERSON or entity leasing, renting or otherwise occupying any LOT or part thereof; and/or any PERSON or entity claiming interest in a LOT or part thereof under a contract of sale.
- G. "COMMITTEE" shall mean and/or refer to the Architectural Control Committee established under the provisions of this document, its successors and assigns.
- H. "IMPROVEMENT" shall mean every structure and all appurtenances thereto of every type and kind, including, but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, pumps, walls, tanks, reservoirs, pipes, meters, antennae towers and/or other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, satellite, T.V. antennas, and/or other utilities.
- I. "PERSON(S)" shall refer to any natural person, individual(s), and/or any other entity unless the context indicates otherwise having the legal right to hold title to real property.
- J. "PLANS" and "SPECIFICATIONS" shall mean any and all documents designated to guide or control the construction or erection of any IMPROVEMENT, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all buildings products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such IMPROVEMENT.

- K. References to the singular shall include the plural, and the plural shall include the singular.
- L. Terms utilizing bold, capital letters are used as defined terms. Terms utilizing regular upper and lower class casing are used generically unless otherwise indicated.

II. RESERVATIONS

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

- A. The legal and fee simple title in and to each and all of said streets as shown on said map or plat is hereby reserved in **DECLARANT** subject to the limited dedication of the use of streets, not marked as private by the letters "Pvt.," to the public for ordinary roadway purposes only.
- B. **DECLARANT** reserves for itself, its successors and assigns, a perpetual nonexclusive easement to lay, construct, operate, maintain, inspect, repair, reconstruct, multiply, change the size of and remove such water, sanitary sewer and storm pipes, gas pipes, mains and conductors and all appurtenances thereto relevant to the operation of waterworks, sanitary sewer, storm sewer and/or drainage systems as it may from time to time desire, in, along, under, over, across and through all of the streets, both public and private, in the SUBDIVISION. Such pipes, mains and conductors, lines, wires, conduits and appurtenances shall be buried to such reasonable depths as will not interfere with the use of the streets for ordinary roadway purposes.
- C. **DECLARANT** reserves for itself, its successors and assigns, title in and to all water, sanitary sewer, storm sewer, drainage pipes, gas pipes, mains and conductors, all appurtenances thereto; and all electric distribution, communication lines, wires, conduits and all appurtenances thereto constructed by **DECLARANT** or its agents in all of said streets in the SUBDIVISION, together with a perpetual easement to operate, maintain, inspect, repair, reconstruct, change the size of and remove such pipes, mains and conductors, lines, wires, conduits and appurtenances thereto, as it or they may from time to time desire.

- D. **DECLARANT** reserves for itself, its successors and assigns, a perpetual utility easement in, along, under, over, across, and through a ten (10) foot strip around the entire perimeter of each PARCEL in the SUBDIVISION except any side facing a street shall be sixteen (16) feet. The ten (10) and sixteen (16) foot strips shall be measured from the property line of each PARCEL inward. With respect to such easement, **DECLARANT** shall have the right to construct, operate, maintain, inspect, reconstruct, multiply, change the size of and remove such utility lines and facilities (including without limitation of the generality thereof, water, sanitary sewer, storm sewer, drainage pipes, gas pipes, mains and conductors, and all appurtenances thereto; electric distribution and communication lines, fiber optic lines, wires, conduits, guy wires, poles, connections and all appurtenances thereto), as it or they may from time to time desire, together with the right of ingress and egress thereto. The utility easements hereby reserved are easements ten feet (10') wide at and below normal ground level, extending upward to a plane one hundred twenty feet (120') above the ground. **DECLARANT** further reserves the exclusive right to grant franchises and easements to other utility OWNERS to lay, construct, operate, maintain, inspect, reconstruct, change the size of, multiply and remove such utility lines, as described above, in such utility easements. These utility easements are not dedicated to the public in any manner.
- E. **DECLARANT** further reserves for itself, its successors and assigns, a perpetual drainage easement that shall be coextensive with the above described ten-foot (10') utility easements.
- F. **DECLARANT** further reserves for itself, its successors and assigns, a perpetual electrical utility easement located along all streets, both public and private, in the SUBDIVISION. Said electrical easement shall be ten feet (10') wide at ground level, extend upward to a plane one hundred twenty feet (120') above the ground and from said plane, ten feet (10') wide.
- G. **DECLARANT** reserves for itself, its successors and assigns the right to make minor changes in and additions to the utility easements hereinabove described for the purposes of more efficiently and economically installing the IMPROVEMENTS.
- H. The conveyance by **DECLARANT** of any PARCEL in the SUBDIVISION by contract, deed or other instrument of conveyance shall not in any event be held or construed to include any of the rights, titles and easements heretofore reserved in any of the foregoing paragraphs, nor the title to water, gas, sanitary sewer, storm sewer, drainage, electric light, poles or conduits, pipes, mains and/or any other utilities or appurtenances thereto constructed by its agents, in, along, under, through, over across, or upon such easements, property, or any part thereof, of any other section of **DECLARANT**. The right to sell and lease or otherwise transfer all such rights, titles, easements, utilities and appurtenances is expressly reserved in **DECLARANT**.

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

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

III. **RESTRICTIONS**

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

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

1. Architectural Control Committee Approval Required

No buildings, hardscape, additions, modifications or IMPROVEMENTS may be erected, placed or performed on any LOT until the construction plans and specifications including, but not limited to, the site plan, design development plan, exterior plan and landscaping plan have been submitted both in electronic and hard-copy format and approved in writing by the COMMITTEE as hereinafter provided. The COMMITTEE is hereby vested with the right, but not the obligation, to refuse to review a request for an improvement or modification, or to deny such a request, if the OWNER requesting same is not a Member in Good Standing. Builders may submit their design plans as master design plans, which plans must include all specifications, including specifications as to brick color and paint color that may be used when building each design. The COMMITTEE or the BOARD may, at their sole discretion, retain and/or delegate review of plans and specifications to a

designated AIA architect or other such person or firm as may be designated by the BOARD, experienced or qualified to review same, who may then render an opinion to the COMMITTEE or BOARD. Approval of plans and specifications shall not cover or include approval for any other purpose and specifically, but without limitation, shall not be construed as any representation as to or responsibility for the structural design or engineering of the IMPROVEMENT or the ultimate construction thereof. In the event the COMMITTEE fails to approve such plans and specifications within thirty (30) days after the receipt thereof, they shall be deemed to be approved.

The BOARD and/or the COMMITTEE shall have the authority hereunder to require any OWNER or OWNER's agents or contractors to cease and desist in constructing or altering any Improvements on any LOT, where such actions have not first been reviewed and approved, constitute a violation of the Declaration, the guidelines or any other documents promulgated by the BOARD and/or the COMMITTEE. The violating OWNER shall remove such violating IMPROVEMENTS or sitework at its sole expense and without delay, returning same to its original condition or bringing the LOT and/or IMPROVEMENT into compliance with the Declaration, COMMITTEE documents and any plans and specifications approved by the COMMITTEE for construction on that LOT. If an OWNER proceeds with construction that is not approved by the COMMITTEE, or that is a variance of the approved plans, the COMMITTEE may assess fines as provided for herein, and may continue to assess such fines until COMMITTEE approval is granted or the violation is removed. This Declaration is notice of such liability for violation and Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved. Each OWNER acknowledges that it may not always be possible to identify objectionable features of proposed construction or alteration of improvements until such construction and/or alteration is completed, in which case it may be unreasonable to require changes to the IMPROVEMENTS involved; however, the COMMITTEE may refuse to approve similar proposals in the future.

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

The COMMITTEE or its agents or assigns shall have the right, but not the obligation, to enter any LOT or Homesite to determine if violations of this Declaration, the Guidelines, or any other documents promulgated by the COMMITTEE exist. In so doing, the COMMITTEE shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry nor in any way shall the COMMITTEE or its agent be liable for any accounting or other claim for such action.

The COMMITTEE shall have the right to set reasonable time constraints for both the commencement and completion of construction, which constraints shall be no less than ninety (90) days to commence construction and eighteen (18) months to complete construction. If construction fails to start before the designated commencement date or is not completed before the designated completion date the plans shall be deemed not

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

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

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

EXAMPLE NO. 1: Owners are Husband and Wife.

Approved residents are:

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

EXAMPLE NO. 2: Owners are Domestic Partner One and Domestic Partner Two.

Approved residents are:

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

EXAMPLE NO. 3: Owners are Roommate One and Roommate Two.

Approved residents are:

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

Rental or lease of a residence to a single family is permitted. Rental or lease of rooms to multiple tenants is prohibited.

No building, outbuilding or portion thereof shall be constructed for income property, such that occupants would occupy less than the entire LOT and/or homesite. Only single-family residential dwellings and appurtenances ordinary to residential living shall be permitted. To this end, without limitation, the following structures may not be built on any PARCEL in the Residential portion of RELIANCE RIDGE SUBDIVISION: hospitals, clinics, rest homes, duplex houses, apartment houses, garage apartments for Lease to the general

public, mobile homes, hotels, or any retail, wholesale, or other business or commercial establishment of any kind or nature.

3. **BUILDING AND CONSTRUCTION RESTRICTIONS**

- A. No residence shall be constructed on any PARCEL that has an under roof living area, excluding porches, garages, patios and the like of less than two thousand (2000) square feet;
- B. No IMPROVEMENT greater than thirty-two (32) feet in height may be constructed on any LOT without the prior written approval of the COMMITTEE. For purposes of this paragraph, height shall be measured from the foundation slab of the proposed IMPROVEMENT to the ridge line of the roof of the proposed IMPROVEMENT;
- C. All single-family dwellings shall be of recognized standard construction quality, and all exteriors (exclusive of doors, windows and similar openings) shall be constructed of at least sixty percent (60%) masonry or other material specifically approved in writing by the COMMITTEE. Masonry includes ceramic tile, brick, rock, stucco, Fiber-Cement siding and all other materials commonly referred to in the Bryan, Texas area as masonry. The use of prefabricated materials, including antique homes moved from other locations, shall not be allowed.
- D. All dwellings must include at least a two-car garage;
- E. The surface of all roofs of principal and secondary structures shall be shakes, tile, quality composition shingle, or approved metal roof. The COMMITTEE shall have authority to approve other roof treatments and materials if the form utilized will not be a detriment to the quality of the neighborhood;
- F. In the event an OWNER desires to use solar panels or other solar equipment in connection with the use of any LOT, the location and installation design thereof shall be submitted to the COMMITTEE and approval of such design, including the aesthetics thereof, shall be required before construction may begin;
- G. All driveways shall be constructed of concrete. All concrete driveways must have expansion joints, three (3) feet on either side of the culvert in order to allow for an easier removal of the culvert by Brazos County in the event it needs to be replaced in the future. If Brazos County ("County") has any requirements regarding the construction of driveways, Owner shall comply with all County Regulations and Permitting Requirements. No asphalt, gravel rock, limestone, dirt, or other forms of materials shall be permitted. All driveways must connect to streets within the SUBDIVISION.
- H. The COMMITTEE shall have the right to approve the location of any tank used or proposed in connection with a single-family residential structure, including tanks for storage of fuel, water, oil or Liquid Petroleum Gas "LPG" and

including swimming pool filter tanks. (No elevated tanks of any kind shall be erected, placed or permitted on any LOT.) All tanks shall be screened so as not to be visible from any other portion of the Property;

- I. The COMMITTEE shall have the right to require an OWNER to mitigate noise from external devices such as pool filters, septic circulators and air conditioning units.
- J. Only one single-family dwelling and appurtenances thereto, such as garages and barns, may be placed or constructed on each of the PARCELS as platted as of the RECORDING DATE. Notwithstanding, each lot is permitted to have one guest cottage for use by Tenant's family and guests. No tent, shack or other temporary building, IMPROVEMENT or structure shall be placed upon the Property without the prior written approval of the COMMITTEE; provided however, that the COMMITTEE may maintain or authorize temporary structures necessary for storage of tools and equipment, and for office space for architects, buildings and foremen on the Property during any period of actual construction, which authorization, if given, shall include the nature, size, duration and location of such structure or structures;
- K. All permanent out buildings, barns, garages, or other structures must comply with the aesthetic rules that apply to the main building, including construction materials, percentage of masonry, etc. Prior written approval of the COMMITTEE is required before any such building can be erected or placed on a LOT
- L. No eighteen (18)-wheel tractor-trailer trucks shall be allowed to park in the SUBDIVISION or on any Lot.
- M. No building or structure, except fences, shall be located on any PARCEL nearer to the front property line than forty feet (40'), or nearer to either side of the property line than twenty feet (20'), or nearer to the back property line than twenty feet (20'), or nearer to a side street than twenty-five (25'); unless approved by the architectural control committee for an irregular shaped lot.
- N. Drainage structures where required under private driveways shall conform to the specification as provided on the Plat.
- O. No building materials of any kind or character shall be placed or stored on any PARCEL more than thirty (30) days prior to construction of a building or IMPROVEMENTS are commenced. All materials shall be placed within the building lines as established above. At the completion of the building or IMPROVEMENT excess or scrap material must be immediately removed from the premises;
- P. No stumps, trees, underbrush, refuge of any kind, and/or scrap material from IMPROVEMENTS being erected on any PARCEL shall be placed on any other PARCEL, or on streets or easements;

- Q. Exposed openings resulting from any excavation made of any PARCEL shall be back filled and the disturbed ground shall be leveled and reseeded with fiber mulch, blanket seeding, or sodding. No change of elevation on any PARCEL greater than five feet (5') shall be made without prior approval of the COMMITTEE;
- R. Each LOT OWNER must install and maintain, at the OWNER'S expense, his own private septic system, in accordance with Brazos County specifications. The OWNER shall be responsible for obtaining all necessary permits, tests and maintaining the septic system as required by all governmental regulations. The installation of septic systems is subject to prior written approval of the COMMITTEE. The United States Postal System requires cluster box mailboxes, and as such individual mailboxes shall not be permitted on any lots.
- S. LANDSCAPE DESIGN. All landscaping shall be designed so as to protect and promote, as far as practicable, the natural local landscape environment through use of native materials, natural drainage, indigenous plant election and site design. All landscaping designs shall install live, growing sod covering the front, side and backyards, within thirty (30) days of occupancy of any residence constructed on a LOT, and shall maintain it in a healthy and growing condition. All front, side and back yards within fifty (50) feet of the house must be irrigated with automatic sprinkler systems, and have landscaping acceptable to the ARC. Areas outside of fifty (50) feet may be maintained as a pasture or natural areas so long as said pasture or natural area is maintained in an attractive manner. Notwithstanding the foregoing the ARC may approve any deviation or variance from these requirements of this section.
- T. No recreational vehicle, trailer, boats or inoperable vehicles shall not be kept anywhere on the Lot except in the garage or out building approved by the ACC.
- U. The COMMITTEE may approve or disapprove, for any reason or no reason, at its sole discretion any item A-S above.

4. **GENERAL RESTRICTIONS**

- A. No noxious or offensive trade or activity shall be carried on upon any PARCEL nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No portion of the SUBDIVISION shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, animal, or material be kept upon any portion of the SUBDIVISION that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the OWNERS of surrounding LOTS and users of the COMMON AREAS. Activities or conditions constituting a nuisance are incapable of exhaustive definition which will fit all cases, but they can include those activities and conditions that endanger life or health, give unreasonable

offense to senses, or obstruct reasonable use of property. Those activities or conditions that cause minor and/or infrequent disturbances resulting from ordinary life activities within a deed restricted community are not intended to constitute a nuisance. Whether such activity or condition constitutes a nuisance will be determined by the BOARD. The BOARD may adopt rules or policies to further define what constitutes a nuisance, as warranted.

- B. No trade, business or commercial activity of any kind shall be conducted on any LOT within that portion of RELIANCE RIDGE SUBDIVISION affected by this Declaration, except such use within a dwelling where (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the dwelling; (b) the business activity conforms to all zoning requirements and other restrictive covenants applicable to the Property; (c) the business activity does not involve visitation to the dwelling or homesite by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Subdivision; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the BOARD. The uses set out in this Section 1 (a) through (d) shall be referred to singularly or collectively as an "Incidental Business Use." At no time may an Incidental Business Use cause increased parking or traffic within the Subdivision. Any increased parking or traffic within the Subdivision as a result of an Incidental Business Use shall be deemed to be a Deed Restriction Violation. A day-care facility, home day-care facility, church, nursery, pre-school, beauty parlor, or barber shop or other similar facility are expressly prohibited.
- C. No animals, livestock, or poultry of any kind shall be raised, bred, and/or kept on any LOT within the SUBDIVISION for commercial purposes. Each PARCEL shall be allowed one animal unit (au) everyone (1) acre or fraction of an acre. One animal unit (au) is defined as:

$$1 \text{ dog or cat} = \frac{1}{4} \text{ au}$$

There will be no sheep or poultry allowed on any parcel within the SUBDIVISION except approved 4-H or similar youth projects. There shall be no swine allowed on any parcel within the subdivision. There will be no wild, exotic or naturally undomesticated animals allowed to be caged or otherwise kept on any PARCEL within the SUBDIVISION. No animals including dogs and cats will be allowed to roam free in the SUBDIVISION. In the event any animal creates a nuisance to the SUBDIVISION in the sole and exclusive opinion of the COMMITTEE, such animal will be removed from the SUBDIVISION. **DECLARANT** or members of the COMMITTEE shall have the right to enter and remove any such animal which is placed on any PARCEL in violation of this Section, and in so doing, shall not

be liable and is expressly relieved from any liability for trespass or other sort in connection therewith, or arising from such removal.

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

- E. No part of the SUBDIVISION shall be used or maintained as dumping grounds for rubbish, trash, or garbage. Equipment for the storage or disposal of such material(s) shall be kept in a clean and sanitary condition. No trailer(s); recreational vehicle(s); tent(s); boat(s); and/or stripped down, wrecked, junked, or otherwise wholly inoperable vehicle shall be kept, parked, stored, and/or maintained on any portion of the driveway and/or front yard in front of the building line of the permanent structure. Same shall be kept, parked, stored, or maintained on other portions of a LOT only within an enclosed structure or a screened area, which prevents the view thereof from adjacent LOTS or streets. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street;

- F. OWNERS shall not permit the accumulation of trash, rubbish, weeds, or other unsightly objects on their PARCELS or on the easements or on the alley or the streets abutting the same. During any construction project, all debris, materials or garbage must be secured in enclosures, dumpsters or other containers and are regularly disposed of to prevent the materials from being blown by wind, rain or otherwise becoming unsightly. Each OWNER shall be responsible for proper disposition of his/her trash or garbage. OWNERS shall keep the drainage easements free of obstructions. Each LOT must be maintained in an aesthetically pleasing fashion and mowed such that grass does not exceed ten (10) inches in height. Owners agree to regularly mow front yard all the way to the pavement or the street.

- G. After commencement of construction of any structure or IMPROVEMENT, the work thereon shall be diligently prosecuted to the end and the structure or

IMPROVEMENT shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof;

- H. All construction projects shall be completed within 18 months of the setting of the forms for the foundation. After such time, all tractors, trailer, and offices must be immediately removed.
- I. LANDSCAPING: MAINTENANCE. Construction of each and every residential Dwelling Unit on a Lot shall include the installation and placement of appropriate landscaping. Each Owner, shall jointly have the duty and responsibility, at their sole cost and expense, to keep and maintain the Lot, and all improvements therein and thereon, in a well maintained, safe, clean and attractive condition at all times. Such maintenance shall include (without limitation);
- a) The proper seeding, consistent watering and mowing of all lawns
 - b) The pruning and cutting of all trees and shrubbery;
 - c) Prompt removal of all litter, trash, refuse and waste;
 - d) Watering of all landscape;
 - e) Keeping exterior lighting and mechanical facilities in working order;
 - f) Keeping lawn and garden areas alive, free of weeds and attractive;
 - g) Keeping driveways in good repair and condition;
 - h) Promptly repairing any exterior damage; complying with all governmental health and police requirements;
 - i) No vegetable gardens shall be permitted to be planted between the road and the dwelling constructed on the property.

All in a manner and with such frequency as is consistent with aesthetics, safety and good property management.

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

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

L. No Guns shall be permitted to be discharged in the SUBDIVISION;

M. No oil or gas drilling, development, refining, quarrying or mining operations of any kind shall be permitted on any LOT, nor shall any tanks, tunnels, mineral excavations or shafts be permitted on any LOT. No derrick or other structures designed for use in boring or drilling for oil, natural gas, or other minerals shall be erected, maintained or permitted on any LOT save and except existing locations at time of plat approval. Notwithstanding the foregoing, each OWNER, by its

acquisition of a parcel of the SUBDIVISION has been, or will be reserved by third parties or predecessors in title to the Property;

N. DOORS AND WINDOWS. No “burglar bars”, steel or wrought iron bars, or similar fixtures, whether designed for decorative, 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. Only uniform blinds shall be used as window treatments, as determined in the sole discretion of the Architectural Committee. Foil, decorative items, or commercial advertising shall not be used as window coverings at any time.

O. 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.

P. RAIN BARRELS

(1) Prohibited Rainwater Harvesting Systems/Rain Barrels

Rainwater harvesting systems or rain barrels (collectively referred herein as “Rain Barrels”) are prohibited in the following circumstances:

- (a) Rain Barrels that are located between the front of the owner’s home and an adjoining or adjacent street;
- (b) Rain Barrels that are of a color not consistent with the color scheme of the home; and
- (c) Rain Barrels that display language or content other than the manufacturer’s typical display.

(2) Rain Barrels Located in Area Visible from a Street, or Common Area:

Rain Barrels that are located on the side of a house or at any other location that is visible from a street, another lot, or a common area must comply with the following:

- (a) Rain Barrels must have adequate screening, as determined by the ARC;
- (b) Only commercial and professional grade Rain Barrels are permitted;
- (c) All Rain Barrels must be fully enclosed and have a proper screen or filter to prevent mosquito breeding and harboring; and
- (d) Rain Barrels may not create unsanitary conditions or be of nuisance to any neighboring properties.

IV.
ARCHITECTURAL CONTROL

1. There is hereby created the Architectural Control Committee, which shall consist of three (3) members. The initial Architectural Control Committee is composed of:

BILL CULLEN
LEVI DOUGLASS
JAMIE BATTEN

A majority of the Architectural Control Committee may designate representatives to act for it. In the event of the death or resignation or failure to serve by any member of the COMMITTEE, the remaining members shall have full authority to designate a successor. Neither the members of the COMMITTEE nor its appointed representatives shall be entitled to any compensation for services rendered pursuant to this covenant. The COMMITTEE'S approval or disapproval as required by the *Restrictions* shall be in writing.

2. No IMPROVEMENT of any kind shall be erected, placed or altered in the exterior design after being erected or placed on or attached to any PARCEL in the SUBDIVISION until the construction plans, landscaping plans, or other plans, specifications and plot plans showing the location and size of such IMPROVEMENT has been submitted to the COMMITTEE, or its designated representatives as to the harmony of external design with the existing structures on PARCELS in the SUBDIVISION, as to type of exterior materials and exterior paint colors, as to quality of workmanship and materials, and as to locations with respect to topography and finished ground elevations, and compliance with all applicable provisions of this document, and general compatibility within the SUBDIVISION. IMPROVEMENTS used herein include, but are not limited to, building(s), fences, towers, antennas, porches, decks, walls, swimming pools, water wells, playground equipment, outdoor cooking or eating facilities of a permanent nature, docks, piers, barns, silos, cages, sheds, streets, alleys, excavations and other earth movements. The COMMITTEE may require a reasonable fee for performing the functions herein prescribed and may disapprove plans, specifications, designs, and plot plans for failure to pay such fee. Such fees shall be used by the COMMITTEE to discharge actual expenses incurred by the COMMITTEE. After approval in writing has been given, the erecting, placing or altering of the IMPROVEMENTS on any PARCEL shall be made only in accordance with the approved plans, specifications and plot plans, unless variations or changes are also approved in the same manner.

3. Neither **DECLARANT**, nor the members of the COMMITTEE, representatives, and/or their successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any OWNER or lessee of any PARCEL affected by these *Restrictions*, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the COMMITTEE for approval agrees by submission of such plans, and every OWNER or lessee of any PARCEL within the property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against **DECLARANT**, the members of the COMMITTEE, or its representatives, to recover any such damages.

V.
RELIANCE RIDGE OWNERS' ASSOCIATION

1. **Organization.** The Declarant shall, prior to filing of this Declaration, cause the formation and incorporation of the Association as a nonprofit corporation created for the purposes, charges 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.

2. **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 served from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the said property interest.

3. **Voting Rights.** The right to cast votes and the number of votes which may be cast, for election of directors to the Board and 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. In addition, Declarant shall have one vote for each lot reflected on the preliminary plats of the portions of the Property which have not been platted.
- 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 (90%) of the total number of votes outstanding under Subparagraph (A) (the "Transition Date"). Thereafter Declarant shall only have votes if any, to which it is entitled under Subparagraph (A) of this section.

4. **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 its power as are expressly set forth in this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association, and the Board acting on behalf of the Association, shall have the following powers at all times:

- a) **RELIANCE RIDGE Rules and Bylaws.** To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such RELIANCE RIDGE 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 RELIANCE RIDGE. 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, and to keep a register or record of insurance policies maintained by Owners as required by Section 4.05 (F).
- c) **Records.** To keep books and records of the Association's affairs.
- d) **Assessments.** To levy Assessments as provided in Article 7 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 RELIANCE RIDGE Residential Restrictions or for the purpose of erecting, maintaining or repairing any Improvement to conform to RELIANCE RIDGE Residential Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the work conducted thereon (i) shall

be a personal obligation of the Owner of the Lot entered upon, (ii) shall be a lien upon the Lot entered on and Improvements thereon, and (iii) shall be enforced in the same manner and to the same extent as provided in Article 7 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 names of and 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 RELIANCE RIDGE Residential Restrictions. The Association is also authorized to settle claims, enforce liens, purchase casualty insurance required to be purchased by Owners in default, and take all such action as it may deem necessary or expedient to enforce RELIANCE RIDGE 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) **Fines.** To levy and collect fines against Owners for any violation of the Declaration which is not cured by the Owner in the judgment of Board within thirty (30) days after written notice of such violation as provided in section 9.04. Fines may be assessed repeatedly for continuous violations. Fines shall be uniform according to a fine schedule to be established from time to time by the Board.
- g) **Legal and Accounting Services.** To retain and pay for legal and accounting services necessary or proper for the operation of the Association.
- h) **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.
- i) **Employees.** To engage such employees as may be reasonably necessary in the management of the Association and the performance of its duties.

5. **Landscape and Maintenance.** The Association shall be required to landscape, maintain, and repair all common areas, private drainage easements, private stormwater detention facilities including fencing around the stormwater detention facility if any and sign easement and sign including electric meters, which are all part of the subdivision.

6. **Common Areas.**

- a) Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties and additional powers:
 - 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 incur debt and 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 affected through

conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, loans from the Developer, 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 Improvements 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 limitation 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 5.04 of this Declaration, the Association, acting through the Board, shall have the power and authority:
 - i. To grant and convey portions of the 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, swimming pools, or other recreational facilities or structures;
 - 2. Roads, streets, walks, driveways, trails and 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, Texas Commission on Environmental Quality ("TCEQ") and any flood plain, industrial waste or other ordinance of the City of Bryan.

- c) To pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities, services and maintenance for the property of the Association or the Lots, the Association Maintenance Responsibilities, or within city-owned parks, parkways, entranceways, 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.
- d) 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.
- e) To own and operate any and all types of facilities for both active and passive recreation, and to establish rules, regulations, fees, and permits for the use of such facilities as the Board in its discretion deems appropriate.

- f) To construct new Improvements or additions to Association properties, subject to the approval of the Architectural Committee as required in this Declaration.
- g) To enter into contracts with Declarant and other persons, with 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.
- h) To acquire and own and to dispose of all manner of real and personal property, whether by purchase, grant, lease, gift or otherwise.

7. **Indemnification.** The Association shall indemnify any director, officer, or member of a committee duly appointed pursuant to the Articles or Bylaws who by reason of the fact that such person is or was a director, officer or member of such a committee of the Association was, is, or is threatened to be made, a named defendant or respondent in (i) any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative, or investigative, (ii) any appeal in such an action, suit, or proceeding, and (iii) any inquiry or investigation that could lead to such an action, suit, or proceeding (hereinafter a "Proceeding"), and 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.

VI.

FUNDS AND ASSESSMENTS

1. 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, provided, however, that no Assessments 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.
- d) 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 hereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

2. **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.

3. **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 RELIANCE RIDGE Residential Restrictions, including but not limited to the cost of all, construction costs of amenities in Common Areas, note payments, entry ways, landscaping, greenbelts, painting, fence maintenance, common areas, median strip, and right-of-way maintenance, the cost of enforcing Reliance Ridge Residential Restrictions, and a reasonable provision for contingencies and appropriate placement reserves, less any expected income and any surplus from the prior year's funds. Assessments sufficient to pay such estimated

note payments, , and other 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 during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion. The initial annual dues shall be \$100.00.

4. **Special Assessments.** 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 RELIANCE RIDGE Residential Restrictions. The amount and due date of any special Assessments shall be at the reasonable discretion of the Board.

5. **Owner's Personal Obligation for Payment of Assessments.** The regular and special 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 default in the payment of any such Assessment, the owner of the Lot shall be obligated to pay interest 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 1-1/2% per month), together with all costs and expenses of collection, including reasonable attorney's fees.

6. **Assessment and Fine Lien and Foreclosure.** All sums assessed in the manner provided in this Article but not paid by the Owner, and all fines assessed by the Board in the manner provided in Section 5.04, shall, together with interest as provided in Section 7.05 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 or fine, 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 a first mortgage lien or first deed of trust files 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 and Fine Lien to any other lien. Such power shall be entirely discretionary with the Board and an officer of the Association, duly authorized by the Board, shall effectuate such subordination. To evidence an Assessment and Fine lien, the Association may prepare a written notice of Assessment and Fine 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 or Fines shall attach with the priority above set forth from the date such payment becomes delinquent, and may be enforced subsequent to the recording of a notice of Assessment and Fine 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 or Fine 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 or Fines relating to the Mortgagee's mortgage and remaining unpaid for longer than thirty (30) days after due.

VII.

SUBORDINATION OF THE LIEN TO MORTGAGES

1. The liens of the assessments provided for herein shall be subordinate to the lien of any first mortgage and/or mortgages granted or created by the OWNER of any LOT to secure the payment of monies advanced and used for the purpose of purchasing and/or improving

such LOT. Sale or transfer of any LOT or transfer of any LOT pursuant to a foreclosure under such purchase money or IMPROVEMENT, mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such LOT from liability for any assessments thereafter becoming due or from the lien thereof. No extinguishment of the lien shall relieve the delinquent LOT OWNER from his/her personal obligation and liability, therefore.

VIII. RE-SUBDIVISION

1. No Lot may be re-subdivided into smaller LOTS. This provision does not apply to any real property reserved by **DECLARANT** or to any real property that may be developed as a part of the SUBDIVISION in the future under a common scheme or plan of development.

IX. WATER SERVICE

1. The SUBDIVISION is serviced by Wickson Creek Special Utility District. Each LOT OWNER shall be required to contract directly with Wickson Creek Special Utility District. The cost of water, tap fees, membership fees, expansion reserve fees, installation fees, monthly use fees and meters shall be subject to the fee schedule of Wickson Creek Special Utility District and paid by the LOT OWNER

X. MISCELLANEOUS PROVISIONS

1. The foregoing *Restrictions* are adopted as part of and shall apply to each and every PARCEL in the SUBDIVISION. Such *Restrictions* are equally for the benefit of all subsequent OWNERS or PARCELS in **RELIANCE RIDGE SUBDIVISION** and accordingly, shall be covenants running with the land. Any OWNER or lienholder of any of the property or global for ASSOCIATION shall have the power to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation of the *Restrictions* and to recover damages for any violation or attempted violation including, but not limited to, reasonable attorney's fees; provided, however that this clause shall not restrict any governmental agency from acting to enforce any of the *Restrictions*.

2. The term of the *Restrictions* shall be for a period from the filing of this instrument for record in Brazos County, Texas, until the 1st day of January, A.D., 2031, after which date such *Restrictions* shall be automatically extended for such successive periods of ten (10) years each, unless and until, by instruments executed by the then record OWNERS of a majority of the PARCELS in **RELIANCE RIDGE** and duly recorded in Official Records of Brazos County, Texas, such *Restrictions* are altered, rescinded, modified or changed, in whole or in part.

3. Nothing contained in this document or any violation of any of the *Restrictions* shall have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against of the SUBDIVISION or any portion thereof.

4. Every person who now or hereafter owns or acquires any right, title or interest in or to any property in the SUBDIVISION is and shall be conclusively deemed to have consented and agreed to every covenant, condition, reservation and restriction contained herein, whether or not any reference to this declaration is contained in this instrument by which such person acquires an interest in the property.

5. **DECLARANT** reserves the right to make minor deviations from the terms of this document to the extent permissible by law and consistent with the general plan for development as herein set out, all without further action or consent by or from any party.

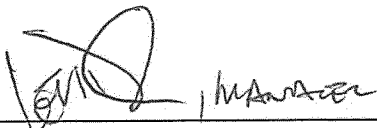
6. The invalidity, violation, abandonment, waiver of or failure to enforce any one or more of or any part of the provisions of this document shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.

7. **DECLARANT**, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties thereby subjecting such additional lands to this Declaration, by filing of Record a Supplementary Declaration with respect to such additional property which shall extend the scheme of this Declaration to such property.

8. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing SUBDIVISION.

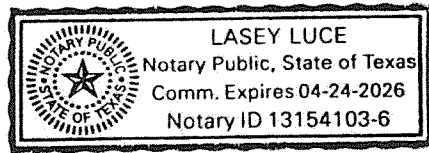
DATED this 24th day of JUNE, 2022.

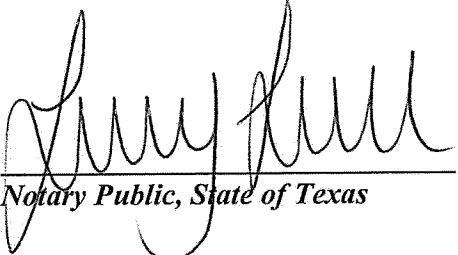
DC INVESTMENT GROUP, LLC,
A Texas Limited Company


By: Levi Douglass, Manager

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 24 day of June 2022,
by Levi Douglass, Manager of DC INVESTMENT GROUP, LLC, A Texas Limited
Company.





Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:
J. FRED BAYLISS, P.C.
3000 BRIARCREST DRIVE, SUITE 302
BRYAN, TEXAS 77802

AFTER RECORDING RETURN TO:
J. FRED BAYLISS, P.C.

**Brazos County
Karen McQueen
County Clerk**

Instrument Number: 1475855

Volume : 18051

ERecordings - Real Property

Recorded On: June 27, 2022 01:10 PM

Number of Pages: 24

" Examined and Charged as Follows: "

Total Recording: \$118.00

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

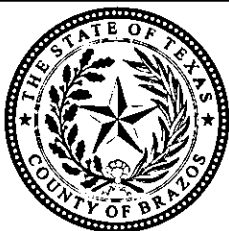
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 1475855
Receipt Number: 20220627000118
Recorded Date/Time: June 27, 2022 01:10 PM
User: Susie C
Station: CCLERK09

Record and Return To:

eRecording Partners



STATE OF TEXAS
COUNTY OF BRAZOS

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

Karen McQueen
County Clerk
Brazos County, TX