

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
DE LEE STREET HOMEOWNERS ASSOCIATION
MARCH, 1991

ARTICLE I

OBJECTIVES

The objectives of the Association are to help maintain the value of each members property. The Association will concern itself with landscape maintenance, parking of cars, painting, fencing, and roofing. The members of this association pledge themselves to work in harmony toward these ends.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the DE LEE STREET HOMEOWNERS ASSOCIATION, its successors and assigns. This Association is in Block 3, Lots 1 through 10 in the City of Bryan, Brazos County, Texas.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a free simple title to any lot which is part of the properties.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean any real property which may at any time be owned by the Association for the common use and enjoyment of the Owners. Common Area shall include walks, driveways, roof, outside walls, and doors.

Section 5. "Lot or Lots" shall mean and refer to any portion or those portions of the Building Sites on which there is a single family townhouse which is to be individually and separately owned.

Section 6. "Townhouse" means a single family residence unit joined together with at least one more single family residence by a common wall, or walls, and/or roof and/or foundation.

Section 7. "Board of Directors" refers to the three officers elected by a majority vote of the homeowners at the final regular homeowners meeting of then year. These positions will include a President, Vice-President, and Secretary.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to any Common Area which shall be appurtenant to and shall pass with the title to every lot.

Section 2. Association's Right To Contract For Common Area Improvement Projects. It is the intention of each signer of this declaration to have the Association contract for common area improvements which affect the overall value of the homes in the unit. This obligation shall pass with the title of every lot.

ARTICLE IV

ASSOCIATION MEMBERSHIP

Every owner of a lot is entitled to be member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot but as per the by-laws of the Association. There shall be only one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. The owner of each lot, whether or not it shall be so expressed in property deed, is deemed to covenant and agree to pay the Association: (1) monthly assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The personal obligation for delinquent assessments shall not pass to his successor in the title unless expressly assumed by them.

Section 2. Maximum Monthly Assessment. At the first meeting of the association of each year the maximum assessment will be set for the period from January 1 until December 31. The maximum monthly assessment may be increased up to ten (10%) percent maximum by a vote of two-thirds (2/3) of the membership present at that meeting only.

Section 3. Use of Monthly Assessment. Eighty percent (80%) of the monthly assessment fee shall be used for lawn care and twenty percent (20%) for common expenses such as, utilities and administrative expenses.

Section 4. Date of Commencement of Monthly Assessments/Due Dates. The monthly assessments provided herein shall commence as to all applicable lots on the first day of January 1991. Assessments will be due and payable on the first day of each month and shall be payable at the address designated by the Association.

Section 5. Promissory Note. Each homeowner electing to have the Association contract for yard care during the calendar year shall provide the Vice-President a promissory note in the amount of one hundred (100%) percent of the yearly assessment no later than February 1. Each homeowner electing to provide for his own home's lawn care shall provide the Vice-President a promissory note in the amount of twenty (20%) percent of the yearly assessment no later than February 1 and cannot vote on the contract for yard care for that year.

Section 6. Refusal to Pay Utility Assessment. Owners refusing to pay the assessment for utilities and administrative expenses cannot request and the Association cannot provide Association yard care until back fees have been paid. Association water may not be used by homes not paying for the utility assessment.

ARTICLE VI

CAPITAL ASSESSMENTS

Section 1. Scope of Capital Assessments. When needs for capital improvements, such as for roofing, fencing, painting, and driveway repairs exceed the amount collected for maintenance services, the members will consider a special one-time assessment in an amount to cover the specific need.

Section 2. Authority to Contract. Each homeowner gives an irrevocable authority to the Vice-President to make binding contracts on the Common Areas owned by the Association for repairs to roof, fences, sidewalks, and driveways and for painting. Such contracts are only binding on all members of the Association when the following procedures are followed:

- a. Notice of the Common Area Project is communicated to all homeowners affected by project.
- b. A special meeting is called at which 4 of the 5 homeowners in each unit affected by the project are in favor of doing the project.
- c. A special committee assigned by the President will take quotes from contractors and recommend the lowest and best quote.
- d. At a meeting of the Association, a quorum being present, a majority vote is required

to approve the recommended contractor and the terms of the contract.

Section 3. Contractor Insurance. Contracts for Common Area improvements are to be made with contractors who maintain appropriate insurance to cover liability and worker's compensation as required by Texas law.

Section 4. Failure to Pay a Capital Assessment. Should a homeowner, who is part of a Common Area Project, fail to pay his portion of the assessment, the Vice-President will identify the property and the owner to the contractor for the project so that mechanic's and materialman's liens may be filed against the property.

ARTICLE VII

HOMEOWNER'S INSURANCE

Each homeowner agrees to maintain sufficient insurance to replace his townhouse, common walls, and garage in case of fire or natural disaster. Each homeowner also agrees to maintain insurance to cover willful or negligent acts of the owner, his family, his guests, or invitees that damage Common Areas.

ARTICLE VIII

PARTY WALLS

Section 1. Each wall or fence which is built as part of the construction of the homes upon the lot and placed on or adjacent to the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. In the event of damage or destruction of the party wall, the cost of responsible repair and maintenance shall be shared by the lot owners who abut the wall; and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence or willful acts shall cause damage to or destruction of said wall, such negligent party shall bear the entire cost of the repair or reconstruction. If either party shall neglect or refuse to pay his share, or all such cost in the case of negligence, the other party may have such wall repaired or restored and shall be entitled to have a mechanic's lien on the premises of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs.

Section 3. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to the owner's successors in title.

Section 4. Neither party shall alter or change said party walls in any manner, interior decoration excepted, and said party wall shall always remain in the same location as when erected, and each party to said common or division wall shall have the a perpetual easement in that portion of the premises of the abutting owner on which said party wall is located, for party wall purposes.

Section 5. The easements hereby created are and shall be perpetual and construed as covenants running with the land and each and every person accepting a deed to any lot shall be deemed to accept said deed with the understanding that each and every future purchaser is also bound by the provisions herein contained, and each and every purchaser, by accepting a deed to any lot, shall thereby consent and agree to be bound by the covenants herein this instrument contained to the same extent as though he had executed this instrument.

Section 6. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall upon three (3) days notice choose one arbitrator, and such arbitrator shall within three (3) days choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE IX

USE RESTRICTIONS

Section 1. All buildings or structures on this property shall be of new construction.

Section 2. The lots shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of the same, or any portion thereof; nor shall any owner's or resident's use of a lot endanger the health or disturb the reasonable enjoyment of any other owner or resident.

Section 3. No building or structure shall be moved onto said lots.

Section 4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 5. No advertising signs (except those as approved by the Board) billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said lots.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats or other common household pets (not to exceed a total of two

[2] pets) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

Section 7. All rubbish, trash, or garbage shall be kept screened by adequate planting or fencing so as not to be seen from neighboring lots and streets, except for scheduled collection days, and shall be regularly removed from the property, and shall not be allowed to accumulate thereon.

Section 8. Drying of cloths shall be confined to individual patios and must be kept screened by adequate planting or fencing so as not to be seen from neighboring lots and streets.

Section 9. Without prior written authorization of a majority vote of the Association, no television or radio antennas of any sort shall be placed, allowed or maintained on any lot or any portion of the exterior of the improvements located on the property, nor upon any structure situated upon the property.

Section 10. All fixtures and equipment installed, commencing at a point where the utility lines, pipes, wires, conduit or systems intersect the lot lines, shall be maintained and kept in repair by the owner thereof. An owner shall do no act nor any work that will impair the structural soundness or integrity of another townhouse or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other townhouses of their owners.

Section 11. No vehicle shall be parked on the streets, driveways or Common Areas so as to obstruct ingress and egress by owners of lots and their families.

ARTICLE X

EASEMENTS

Section 1. Each townhouse and the property included in any Common Area shall be subject to an easement for encroachments created by construction, settling and overhang of the structures owned by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall stand and does exist.

Section 2. There is hereby created an easement across all properties for the purposes of necessary ingress and egress to install, replace, repair, and maintain utilities including, but not limited to water, sewer, telephone, electricity, gas and television cable and to install, replace, repair and maintain landscaping and "Common Area Improvements" as described in Articles V and VI above. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines, or other utilities may be installed or relocated on the property until approved a majority of the homeowners.

Section 3. The Association shall have the right, but not the obligation, after a reasonable time from the

occurrence of a casualty causing damage to the exterior of a residence, to move forward with repair of such casualty damage. In the event the Association does determine to move forward with the repair of such casualty damage, the owner of the residence incurring casualty damage is not relieved of the responsibility for paying for such repairs, but the contractor performing the repair shall have a mechanic's and materialman's lien on the residence until such time as he is reimbursed for costs incurred in making such casualty damage repairs.

Section 4. There is hereby reserved an easement of ingress and egress across lot lines for the purpose of constructing, maintaining and utilizing sidewalks running from the front doors of the townhouse units to a common circular sidewalk located so as to service multiple units.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceedings at law or in liens and charges now or hereafter impressed by the provisions of this Declaration. Failure by the Association or by the owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver to the right to do so thereafter.

Section 2. Severability. Invalidation of any one of those covenants or restrictions by judgement or by court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically extend for successive periods of ten (10) years. This Declaration may be amended by an action of the Association setting forth such amendment through an instrument duly recorded in Brazos County, Texas, and certifying that seven (7) of nine (9) homeowners or eight (8) of ten (10) homeowners (depending on the total number of homes in the Association) as established by Article IV hereof have adopted such amendment.

Section 4. Books and Records. The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member. Copies of the Declaration of the Association shall be available for inspection by any member at the principle office of the Association. Upon request, additional copies may be purchased at reasonable cost.

ARTICLE XII

OFFICERS AND MEETINGS

Section 1. Officers. The officers of the Association will be a President, Vice-President and Secretary. Each officer will be elected to a term of one (1) year by a majority of the membership of the Association. The President and Vice-President may not serve more than two terms in succession.

Section 2. Duties of Officers:

- a. The President will preside at meetings, appoint special committees, and call special meetings when deemed appropriate.
- b. The Vice-President and Treasurer will serve as executive officer in arranging for common utilities, hiring and supervising the lawn care contractor, secure monthly dues from the members, maintaining the Association's bank account, and making financial reports at each regular meeting.
- c. The Secretary will take minutes of the meeting's, maintain Association records, and notify members of all regular and special meetings.

Section 3. Meeting Organization. Meetings shall be conducted by the provisions of Robert's Rules of Order.

Section 4. Meeting Schedule. Regular Meetings will be convened quarterly on the second Saturday of March, June, August, and November at 9:30 a.m., unless otherwise changed by the Association, at a site designated by the Secretary.

Section 5. Standing Agenda for Regular Meetings. The following topics will be part of the agenda of the meetings listed below:

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| March- | Approval of the Annual Budget
Approval of Yard Care Contract
Report on Finances |
| June- | Review of Yard Care Contract |
| August- | Report on Finances |
| November- | Election of Officers
Report on Finances |

Section 6. Special Meetings. Special meetings may be called by the President or any three members and must have a quorum present to conduct business.