

## DECLARATION OF COVENANTS AND RESTRICTIONS OF SOUTHERN TRACE SUBDIVISION

STATE OF TEXAS §  
§  
COUNTY OF BRAZOS §

WHEREAS, Stylecraft Builders, Inc. or assigns (herein sometimes referred to as "Owner" or "Stylecraft") is the Owner of the subdivision in the City of College Station, Brazos County, Texas, known as SOUTHERN TRACE SUBDIVISION, PHASE ONE (herein sometimes called "SOUTHERN TRACE" or "Subdivision"), being **13.93 acres (See Exhibit "A" attached)** in the Robert Stevenson League, Abstract 54, College Station, Brazos County, Texas, purchased by Owner from 2C Development, L.L.C. as set forth in the Deeds recorded in Volume 7062, Pages 91, 96, 104 and 106, Official Records of Brazos County, Texas.

WHEREAS, Owner desires to create and carry out an organized and uniform plan for the improvement, development, sale, and possession of all the numbered lots in said Subdivision, for the benefit of present and future owners of SOUTHERN TRACE.

NOW THEREFORE, Stylecraft hereby adopts and establishes the following reservations, restrictions, covenants and easements to apply (a) in the use, maintenance, occupancy, preservation of value and conveyance of all such numbered lots in said Subdivision and (b) to use in each contract or deed, which may be executed, delivered and accepted. By acceptance of a contract, deed or other conveyance therefore, whether or not it shall be so expressed in the deed or other conveyance, each lot owner shall be deemed to covenant and agree to the following reservations, restrictions, covenants and easements, regardless of whether or not such reservations, restrictions, covenants and easements are set out in full or referenced in said contract or deed (the headings being employed for convenience only, and not controlling over content).

### 1. **BUILDING SITE**

As used in these restrictions, the term "building site" means all, or all plus a part of an adjacent lot, of the numbered lots in any of the Subdivision.

### 2. **SINGLE FAMILY RESIDENTIAL PURPOSES ONLY**

No lot or building site shall be used for any purpose except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one single family type dwelling and garage, together with any permitted outbuilding.

A single family type dwelling is defined as:

- a) A residence occupied by a single family unit which may consist of the owner of the residence, his or her spouse, his or her children, and his or her parents; or
- b) A residence occupied by no more than two unrelated individuals and lineal descendants thereof, or
- c) A residence occupied by either the owner, the spouse of the owner, the parents of the owner, or the lineal descendants of the owner and their authorized guests, but

which is not used by such persons as a rooming or boarding house for unrelated persons; or

- d) A residence occupied by not more than five unrelated persons and lineal descendants thereof under a lease agreement with the owner of the residence; or
- e) A residence occupied by a single family unit consisting of no more persons than are otherwise authorized herein under a lease agreement with the owner of the residence.

No provisions in these restrictions shall be construed to prevent the Owner, or any real estate agent or homebuilder as approved by Owner, from erecting, permitting or placing such facilities or structures, either permanent or temporary, of whatever nature, on a lot or lots as may be necessary or convenient during the period of, and in connection with, the sale of lots, or the construction or selling of new residences in the Subdivision. Such facilities may include, but shall not be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales offices. The Owner, or its designated agent, shall also have the right to use a residence, situated on a lot, as a temporary office or a model home during the period of, and in connection with, construction and sales operations in SOUTHERN TRACE.

### **3. ARCHITECTURAL CONTROL COMMITTEE**

No building or other improvements shall be erected, placed or altered on any building site until the construction plans and specifications, and a plan showing the location of the structure or improvements, have been approved by a majority of the Architectural Control Committee (the "Committee") as to the quality of workmanship and type of building materials; harmony of external design with existing structures; and location with respect to topography, easements, building lines and finish grade elevation. The Architectural Control Committee shall consist of three (3) members, whose names are Randy French, Jeffrey French, & Edna Alford. A majority of the Committee may designate a representative to act for it. In the event of resignation or impossibility to continue serving of any member of the Committee, the remaining members shall have full authority to designate a successor. Upon completion of the final house in the Subdivision, the terms of Randy French, Jeffrey French and Edna Alford will automatically expire and the designation of members of the Committee will be the exclusive responsibility of said Association. Neither the members of the Committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval, or disapproval, as required herein, shall be in writing. If the Committee or its designated representative fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the conclusion of improvements, approval will not be required, and the related covenants shall be deemed to have been fully satisfied. It is stipulated, however, that to be approved, all construction on any building site must comply with all the requirements of these Deed Restrictions.

### **4. MINIMUM SIZE OF DWELLINGS**

The minimum air conditioned area per dwelling, exclusive of garages, porches and attics will be 1100 square feet, plus the garage, if any.

**5.  
BUILDING LINES**

No building shall be located on any building site nearer to the front lot line, or nearer to the side street line, than the minimum set back lines shown on the recorded plats for the Subdivision. No building shall be located nearer to a rear lot line than the rear easement line.

**6.  
FACING OF RESIDENCES**

Residences on corner lots shall face the street from which the greater building setback is shown on the recorded plat. This requirement may be waived by the Committee if, in its sole opinion, the conditions warrant the change.

**7.  
MATERIALS REQUIRED**

Only new construction material (except masonry) shall be used in constructing any structures in the Subdivision. Exterior colors (for house, mailbox, fence, roof, and other residential appurtenances), stone or other masonry colors and exterior shutter or door colors all must be approved in writing by the Committee. This includes initial construction and any repainting after initial construction; if repaiting and colors are to remain same as original colors no approval is required. No structure shall be occupied or used until the exterior construction thereof is completed, the interior construction is substantially completed and a certificate of occupancy has been issued by the City of College Station, Texas (the "City").

**8.  
GARAGES, CARPORTS AND OUT BUILDINGS**

Garages or carports are not required. If they are constructed, then they must be approved in writing by the Architecture Control Committee. Any storage buildings, outbuildings or other structures must be located in the rear yard and screened with fencing from view from streets adjoining the lot containing such structures. Any such additional building structures shall be only one story and their location, height, size, building materials and colors must be approved in writing by the Committee, prior to construction.

Window unit air conditioners, seen from any street, are not allowed anywhere in the residence structure, including an enclosed garage area. Any enclosure of the garage must be approved in writing by the Committee.

**9.  
EASEMENTS**

Easements for installation or maintenance of utilities, including but not limited to gas lines, access and drainage are reserved as shown and provided for on the recorded plats. No buildings or other permanent structures are allowed on these easements, except for driveways, sidewalks, culverts, foot bridges, porches and fences, wherever appropriate. Future use of these easements

as improved bicycle or walking paths is permissible. Any construction over and across a drainage easement must be approved by the City. Any changes in the location, use or construction of improvements in the gas line easement to Atmos Energy Corporation ("Atmos") shall require Atmos' consent. All easements are to be maintained by the owners of the lots where the easements exist, provided, however, all damage, repair, maintenance, relocation and reconstructions costs to the Atmos gas line easement shall be at the expense of the Homeowner's Association to be created hereunder. The repair and maintenance of fences built by the owner of a lot, and damaged by others having legal access to the easement, will be at the expense of the owner. Rear access easements are reserved as shown on the replat of the subdivision recorded in Volume 7289, Page 243 of the Official Records of Brazos County, Texas. Such access easements are for vehicular traffic. Parking is not allowed in access easements and any car that is parked can be moved by the Homeowner's Association at the lot owner's expense, without notice. Under no condition shall any car, truck, vehicle, fencing, or any other object or condition be allowed to obstruct vehicular passage inside of boundary of said access easements.

**10.  
NUISANCES PROHIBITED**

No noxious, loud or offensive activity shall be permitted upon any portion of the Subdivision, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood.

**11.  
TEMPORARY STRUCTURES PROHIBITED**

A structure of temporary character, including but not limited to, mobile homes, recreation vehicles, trailers, tents, shacks, garages, barns, basements or other outbuilding, shall not be used on any lot at any time as a residence, either temporarily or permanently.

**12.  
SIGNS & WINDOW SCREENS**

No signs of any kind shall be displayed to the public view on any building site or lot, except such signs as shall have been approved by the Committee. No foil paper, cardboard, plywood, newspaper, sheets or other bed linen, or other unsuitable materials will be allowed to screen or cover windows, either internally or externally, except for an emergency period of three (3) weeks or less. The Committee's decision about the suitability of window coverings shall be final.

**13.  
NO MINING OPERATIONS**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall any mineral wells, pumps, compressors, tanks, tunnels, mineral excavations or shafts be permitted upon any building site. No derrick or other structure designed for use in boring for oil, natural gas, or any other mineral or substance, shall be erected, maintained or permitted on any lot.

**14.  
LIVESTOCK**

No animals, livestock, poultry or insects of any kind shall be raised, bred or kept on any lot, except that dogs, cats, fowl, or other household pets may be kept if they are not used, maintained or bred for any commercial purposes, and provided such pets do not become a nuisance to the neighborhood.

**15.  
MAINTENANCE OF BUILDING SITES AND LOTS**

All building sites and lots, whether improved or unimproved, shall be kept in a sanitary and attractive condition and shall in no event be used for storage of material and equipment except for normal residential requirements incidental to construction of improvements thereon as herein permitted. No owner of any lot shall permit the accumulation or burning of garbage, trash or rubbish of any kind thereon.

The mowing and weed eating of the front and street side portion of all yards are to be maintained and paid for by the Homeowner's Association. Additionally, each lot will have a lawn irrigation system that will be used to irrigate the lawn. Ownership and maintenance of the irrigation system shall be the responsibility of each lot owner. In the event a lot owner does not maintain, repair or operate the lawn irrigation system, then the Homeowner's Association shall have the right to make repairs, and regulate adequate watering schedules to insure consistent watering and upkeep of the lawn and landscape throughout the subdivision. If the Homeowner's Association handles this task due to individual lot owner not complying to his obligation, then the Homeowner Association has the right to charge the Homeowner a reasonable fee for the repair or maintenance. By acceptance of its grant deed, each lot owner in the Subdivision grants to the Association authority to enter upon such owner's property without threat of trespass or other liability against the Association excepting willful misconduct by Association, its officers, employees and agents.

All clothes lines, beer kegs, yard equipment (including chairs, pools, benches, tables, swings and the like), outdoor cooking equipment (barbeque pits, hibatchis and the like), play equipment (swing sets, slides, pool, etc.), wood piles or storage piles shall be kept screened by a solid wood or masonry fence, service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of streets. Tool sheds, fences and any other construction or improvement shall be subject to approval by the Committee. No fences may be built on the front of any lot unless approved in writing by the Committee. The Committee shall have the right to enforce action to remove violations by injunctive relief if necessary to assure aesthetic quality of the Subdivision.

**16.  
VEHICLES**

No vehicle or trailer, which is inoperative, wrecked, dismantled, discarded or which does not have (i) a lawful license affixed thereto, (ii) an unexpired license plate or plates, and (iii) a valid motor vehicle safety inspection certificate, shall be permitted upon any lot. If visible from the street for a period longer than 72 hours such violative vehicles shall be subject to being towed away by the Association at the owner's expense.

No truck or van with more than two axles, service vehicles (including but not limited to, those containing multiple tool boxes, ladder racks, welding equipment, construction equipment or other similar equipment or accessories), boat, trailer, motor home, mobile home, house trailer, or recreational vehicle, may be kept on the street in front of any lot, or upon any lot, unless it is kept inside the garage or yard areas, behind fences or walls, and concealed from public view. No vehicle of any kind may be parked on lawn areas for any reason. These restrictions shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and used for the construction, repair and maintenance of the Subdivision or of any properties in the Subdivision. Passenger vehicles may be parked on the street in front of lots for periods of time not to exceed twelve (12) hours in any twenty-four (24) hour period. Any vehicle parked for a longer time may be towed away by the Association at the lot owner's expense. This restriction is not to be construed to prohibit periodic overnight guests from parking on the street, but is to specifically prohibit residents from using the street as the usual overnight parking for vehicles. No major repair work, dismantling, or disassembling of motor vehicles or other machinery or equipment shall be permitted in or on any drive, street, garage, carport or any part of any lot.

No motorcycles, motorbikes, dirt-bikes, motor-scooters, go-carts, or three and four wheel "off-road" vehicles, nor any similar vehicles, whether licensed or unlicensed may be operated by unlicensed operators on any lot or on any street in the Subdivision. Furthermore, no motor vehicle that is operated, either legally or illegally, on the lots or on the streets of the Subdivision shall be permitted to make or emit any noxious or offensive noises, smells, or fumes, or to be operated in such a manner that may be or become a danger, nuisance or annoyance to the neighborhood.

## **17. STORAGE OF MATERIALS**

No building material of any kind or character shall be placed or stored upon any residential lot until the owner is ready to commence construction of improvements, and then, only if such material shall be placed within the property lines of the lot being improved. No building materials, material scraps, stumps, trees, underbrush, or any refuse of any kind, shall be placed on any other lots, streets or easements in the Subdivision, other than the lot being improved. All such material, if not disposed of immediately, must remain on the lot upon which the construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the lot.

## **18. GARBAGE AND REFUSE**

All lots shall at all times be kept in a clean, sanitary and attractive condition. No lot shall be used or maintained for storage of materials, nor as a dumping ground for rubbish, trash, garbage, or other waste. All household waste shall be kept only in sanitary containers provided, or approved, by the City. No garbage cans or refuse containers shall be placed or permitted to remain at the front of a residence either within the street or on the lot or right-of-way, except upon those days scheduled for garbage and refuse collection by the City or a privately contracted collector.

**19.**  
**FENCES, WALLS, AND MAILBOXES**

No fence, wall, or any other structure shall be erected, added or placed on any lot nearer to any front lot line than the nearest front corner of the residential dwelling, unless approved by the Committee. All fences, walls and mailboxes shall be of a nature and quality so as to be harmonious with, and enhance, and not detract from the general appearance of the Subdivision and must be approved in writing by the Committee prior to construction. Each individual lot owner is responsible for keeping, repairing, replacing and maintaining any existing fence or wall that is on the owner's lot or adjacent right-of-way. All fences will be made of cedar, spruce, fir, pine, redwood or ornamental metal unless otherwise approved by the Committee. Cyclone fences are allowed only if fully screened from public view (ie. "dog runs"); however, any and all such cyclone fences and the use thereof must first be approved in writing by the Committee. Fences may be reasonably stained to enhance natural appearance but are not to be painted unless approved by the Committee. The "good side" of the fence (that is, the side that shows fence slats or pickets only) shall always face the public street closest to such fence. Final approval of fencing and its facing shall be at full discretion of the Committee.

**20.**  
**CONSTRUCTION STANDARDS**

All construction must meet the requirement and specifications set forth by the City's building codes and ordinances. Where not otherwise specified by such codes and ordinances, the requirements set forth by these Restrictions shall prevail.

**21.**  
**FIREARMS**

The use or discharge of pistols, rifles, shot guns, or other firearms or firecrackers/fireworks is expressly prohibited in or on any part of the Subdivision. No hunting or trapping of any kind is allowed in the Subdivision.

**22.**  
**ANTENNAE**

No external antennas of any kind shall be permitted on any lot within the Subdivision without prior written approval of the Committee as to antenna size, height, placement and visibility. No satellite antenna nor any antenna dish may be parked, erected or installed either permanently or temporarily, on any lot, except in backyard areas where it is substantially concealed from public view, unless the antenna dish is a standard dish that requires facing that would require placement on the front of the house. In such case, the dish shall be as small and inconspicuous as possible.

**23.**  
**OBLIGATION OF LOT OWNERS**

It is the obligation of each individual lot owner to familiarize himself or herself with these restrictions and to comply with them. The Committee, the Association or any lot owner in the Subdivision is authorized to initiate any legal action necessary to enforce these restrictions.

**24.**  
**SOUTHERN TRACE HOMEOWNER'S ASSOCIATION**

It is further covenanted by Stylecraft that on or before October 1, 2006, there shall be formed a mutual non-profit corporation under the laws of the State of Texas, in which the owner of each lot in Southern Trace Subdivision agrees to become, and shall be, a member. Membership shall be limited to the purchasers and owners of lots in the Subdivision. The certificate of formation of said corporation shall specify, among the purposes and duties of said corporation, the enforcement of all said restrictions, covenants and conditions and payment of any and all legal and other expenses in connection therewith; the maintenance, preservation and improvement of property in the Subdivision; the keeping and maintaining said property, and every lot therein, in a clean and sanitary condition, including the removal of weeds and rubbish from vacant property and streets; mowing, trimming, flower bed weeding of front and street sides of individual lots; landscape maintenance including mowing, sod, flower and shrub upkeep, sign maintenance, irrigation system maintenance, construction and maintenance of improvements, maintenance or repair to common areas including the retention pond area and plated landscape easements; to maintain and repair utility and gas line easements, where appropriate; providing for security guards and/or security aids or lighting; appointing members to the Committee and keeping it accountable to members, so far as it may lawfully act; maintaining communication among neighbors; engaging in common interest issues; and transacting other business as may be permitted by law. Each member of said Association agrees to pay to said corporation, when formed, dues or assessments for such purposes which may be fixed by law or by lawful acts of the Association's Board of Directors. The initial dues payable to the Association shall be \$720.00 per year; payable \$360 twice a year. In any calendar year dues and assessments shall never increase by more than ten percent (10%) of the amount payable in the prior year except upon written approval to the contrary of owners of not less than ninety percent (90%) of the lots in the Subdivision. The Association may contract with any third party, for the collection of its dues. By contractual agreement herein stated, the Association has an automatic right to post a lien on any property on which the assessments are in arrears. Such lien shall in all respects be subordinate and inferior to third party purchase money liens created in connection with acquisition of property and improvements in the Subdivision.

It is understood and agreed that the certificate of formation and by-laws of said corporation shall provide for substantially the following definitions:

**Membership:** Every person or entity who is a record owner of any lot in Southern Trace Subdivision(which by covenants of record is subject to assessment by the Association) shall be a member of the Association, provided that any such person or entity does not hold such interest merely as a security for the performance of an obligation.

**Voting Rights:** The Association shall have one class of voting memberships. Members shall be entitled to one vote for each lot in which they hold the interests required for membership. When more than one person holds such interests or interests in any lot, all such persons shall be members, and 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 such lot.

It is further understood and agreed that the certificate of formation shall provide that the corporation's existence shall be perpetual and that Stylecraft, as incorporator, shall have the right and duty to appoint the initial Board of Directors of the Association and take all other steps necessary to assure the creation, existence and organization of the corporation.

**25.  
PERIOD OF RESTRICTIONS**

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

**26.  
ENFORCEABILITY**

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

**27.  
SEVERABILITY**

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

**28.  
RIGHTS OF MORTGAGES**

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

**29.  
AMENDMENT**

The restrictions, reservations and covenants may be amended in whole or in part by the Owner at any time prior to sale of any lot hereinabove contained to a third party exclusive of home builders. Thereafter, these restrictions, reservations and covenants may be amended by a vote of not less than a majority in interest of all lot owners in the Subdivision.

**30.  
ADDITIONAL PHASES**

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

of Brazos County, Texas a "Supplemental Declaration" which shall (a) reference this Declaration by its recording information, (b) contain a statement that the Declarations set forth herein apply to the additional property or phases and (c) contain a legal description of the additional property.

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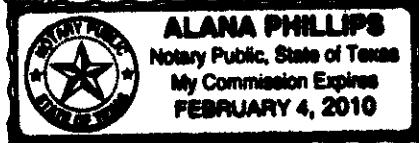
Witness our hands this 22<sup>nd</sup> day of May, 2006.

## STYLECRAFT BUILDERS, INC.

By:   
Randy French, President

STATE OF TEXAS  
COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 25 day of May, 2006, by Randy French, President of Stylecraft Builders, Inc., a Texas corporation, on behalf of said corporation.



  
Notary Public, State of Texas

### EXHIBIT "A"

All of Lots **ONE (1)** through **TWELVE (12)**, Block **ONE (1)**, Lots **THIRTEEN (13)** through **TWENTY-SIX (26)**, Block **TWO (2)**, and Lots **TWENTY-NINE (29)** through **FORTY-FOUR (44)**, Block **THREE (3)**, AND Lots **TWENTY-SEVEN (27)** and **TWENTY-EIGHT (28)**, Block **FOUR (4)**, SOUTHERN TRACE SUBDIVISION, an addition to the City of College Station, Brazos County, Texas, according to the Plat recorded in Volume 7048, Page 260, Official Records of Brazos County, Texas.

Filed for Record in:  
**BRAZOS COUNTY**

On: May 22, 2006 at 12:40P

As a  
Recordings

Document Number: 00926828

Amount 55.00

Receipt Number - 291209  
By,  
Lynn Greer

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

BRAZOS COUNTY

as stamped hereon by me.

May 22, 2006

HONORABLE KAREN MCQUEEN, COUNTY CLERK  
BRAZOS COUNTY