

**SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

**WILLIAMS CREEK LAKE ESTATES SUBDIVISION - PHASE 2C
KNOWN AS "THE COTTAGES"**

**** THESE RESTRICTIONS APPLY TO ALL LOTS IN THE
COTTAGES IN ADDITION TO THE DECLARATION OF
COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS
OF WILLIAMS CREEK LAKE ESTATES, WHICH ALSO APPLY TO
ALL LOTS IN THE COTTAGES.****

**SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
WILLIAMS CREEK LAKE ESTATES SUBDIVISION - PHASE 2C
KNOWN AS THE COTTAGES**

**THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §**

This "Supplementary Declaration" is made as of the _____ day of May, 2021 by Williams Creek Lake Estates, Inc., a Texas corporation, hereinafter referred to as the "Declarant," represented herein by its President, Janet M. Johnson.

WHEREAS, Declarant is the owner and developer of eighteen (18) single-family Lots on the Property (as defined below) known as "The Cottages." The Declarant proposes to establish and implement plans for residential living, recreation, aesthetic and quality-of-life considerations. The purposes of this Supplementary Declaration are to: protect Declarant and the Owners against inappropriate development and use of Lots within the Subdivision; provide use, maintenance, repair of, and compatibility of design of improvements within the Subdivision; secure and preserve sufficient setbacks and space between buildings so as to create an aesthetically pleasing environment; provide for common amenities, including, without limitation, private streets, gate and landscape elements; and in general to encourage construction of attractive, quality, permanent improvements that will promote the general welfare of Declarant and the Owners. Declarant desires to impose these restrictions on the Property now and yet retain reasonable flexibility to respond to changing or unforeseen circumstances so as to guide, control and maintain the quality and distinction of The Cottages project. The restrictive covenants herein will preserve the best interests of Declarant and the Owners and Residents of The Cottages after completion of all development and construction therein.

The WCLE Gated Owners Association, Inc. (the "Association") has been or will be chartered as a non-profit Texas corporation to assist in the ownership, management, use and care of the various Common Properties within The Cottages and to assist in the administration and enforcement of the covenants, conditions, restrictions, easements, charges and liens set forth with this Supplementary Declaration.

NOW, THEREFORE, Declarant declares that the residential lots within the Subdivision (as defined below), and such phases or additions hereto as may hereafter be made pursuant to Section 11.17 hereof, are and shall be owned, held, mortgaged, transferred, sold, conveyed and occupied subject to this Supplementary Declaration and the covenants, conditions, restrictions, easements, charges and liens (sometimes collectively referred to hereinafter as "the Covenants") set forth in this Supplementary Declaration.

ARTICLE I. - DEFINITIONS

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

1.01 Annual Assessment. “Annual Assessment” shall have the meaning specified in Article 7 below.

1.02 Approved Builder. “Approved Builder” shall mean and refer to a home builder designated by Declarant as a builder approved at the time construction commences to construct a Dwelling Unit in the Subdivision. The designation of Approved Builders may be changed from time to time at the sole discretion of Declarant; provided, however, an Owner will not be required to change builders if Owner has contracted with a builder who was an Approved Builder at the time the contract was executed.

1.03 Architectural Control Committee. “Architectural Control Committee” (sometimes referred to herein as the “ACC”) shall mean and refer to the committee which is described in Article 2 of this Supplementary Declaration.

1.04 Articles. “Articles” shall mean and refer to the Articles of Incorporation (and amendments thereto and restatements thereof) of the Association on file with the Secretary of State of Texas.

1.05 Assessable Property. “Assessable Property” or “Assessments” shall mean and refer to each and every lot, within the Property which: (i) the Declarant has subjected to and imposed upon a set of restrictive covenants calling for the payment of an Annual Assessment to the Association; (ii) may have been or will be given a separately identifiable tax or parcel number by the Central Appraisal District (“CAD”) or a similar governmental agency; and (iii) is not designated as “open space” or otherwise a portion of the Common Properties. The Declarant proposes to cause each residential Lot within the Property to constitute an Assessable Property. However, the Declarant reserves the right and discretion to include or exclude any non-residential Lot from the concept of “Assessable Property” and/or to prescribe a different assessment and/or valuation scheme(s) for any non-residential Lot.

1.06 Association. “Association” shall mean and refer to the WCLE Gated Owners Association, Inc., a non-profit Texas corporation which has the power, duty and responsibility of maintaining and administering certain portions of the Property and all of the Common Properties, administering and enforcing the Covenants and otherwise maintaining and enhancing the quality of life within The Cottages.

1.07 Board. “Board” shall mean and refer to the Board of Directors of the Association.

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

1.09 Central Appraisal District. “Central Appraisal District” shall mean and refer to the

governmental and/or quasi-governmental agency(ies) (including without limitation the Central Appraisal District of Brazos County) established in accordance with Texas Tax Code Section 6.01 et seq. (and its successor and assigns as such law may be amended from time to time) or other similar statute which has, as one of its purposes and functions, the establishment of an assessed valuation and/or fair market value for various lots, parcels and tracts of land in Brazos County, Texas.

1.10 Common Properties. “Common Properties” shall mean and refer to any and all areas of land within the Property which are known, described or designated as Common Properties, private streets, gate apparatus, parks, recreational easements, floodway easement areas, lakes, ponds, dams, perimeter fences and columns, off-site monuments and directional signs, landscape easements, greenbelts, open spaces, paths and trails, and the like including without limitation those shown on any recorded subdivision plat of portions of the Property as well as those not shown on a recorded subdivision plat but which are intended for or devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or that may hereafter be constructed thereon. The concept of Common Properties will also include: (i) any and all public right-of-way lands within the Property for which the City of College Station and/or Brazos County has required that the Declarant and/or the Association expend private, non-reimbursable time and monies to care for and maintain, such as but not limited to: street medians, streetscape, hike and bike trails, park areas and quasi-governmental service facilities; and (ii) any and all facilities provided by the Declarant and/or the Association to or for the benefit of the local police, fire and similar governmental departments for which no reimbursement via public funds is requested or anticipated. Declarant may convey record title or easements to some or all of the Common Properties to the Association if, as and when deemed appropriate by Declarant or as may be required by governmental officials, and Declarant shall at all times have and retain the right to effect minor redesigns or minor reconfigurations of the Common Properties (particularly along the edges) and to execute any open space declarations applicable to the Common Properties which may be permitted in order to reduce property taxes, and to take whatever steps may be appropriate to lawfully avoid or minimize the imposition of federal and state ad valorem and/or income taxes.

1.11 Covenants. “Covenants” shall mean and refer to all covenants, conditions, restrictions, easements, charges and liens set forth within this Supplementary Declaration.

1.12 Declarant. “Declarant” shall mean and refer to Williams Creek Lake Estates, Inc., and any successor(s) and assign(s) of Williams Creek Lake Estates, Inc., with respect to the voluntary disposition of all (or substantially all) of the assets and/or ownership interests of Williams Creek Lake Estates, Inc., and/or the voluntary disposition of all (or substantially all) of the right, title and interest of Williams Creek Lake Estates, Inc., in and to the Property. However, no person or entity merely purchasing one or more Lots from Williams Creek Lake Estates, Inc., in the ordinary course of business shall be considered a “Declarant.”

1.10 Declaration. “Declaration” shall mean (i) that certain Declaration of Covenants, Conditions and Restrictions Williams Creek Lake Estates Subdivision Phase 1 recorded in Volume 13638, Pages 235 through 271 in the Office of the County Clerk of Brazos County,

Texas, and (ii) any amendments thereto, including any Supplementary Declarations imposing restrictions, easements, or covenants against this Community.

1.11 Deed. “Deed” shall mean and refer to any deed, assignment, testamentary bequest, muniment of title or other instrument, or intestate inheritance and succession, conveying or transferring fee simple title or a leasehold interest or another legally recognized estate in a Lot.

1.12 Dwelling Unit. “Dwelling Unit” shall mean and refer to any building or portion of a building situated upon the Property which is designed and intended for use and occupancy as a residence by a single person, a couple, a family or a permitted family size group of persons.

1.13 Easement Area. “Easement Area” shall mean and refer to those areas which may be covered by an easement specified in Article 9 below.

1.14 Exempt Property. “Exempt Property” shall mean and refer to the following portions of the Property: (i) all land and Improvements owned by the United States of America, the State of Texas, Brazos County, the City of College Station or any instrumentality, political subdivision or agency of any such governmental entity acting in a governmental capacity; (ii) all land and Improvements owned (including legal and beneficial ownership, whether now or in the future) by the Association or constituting a portion of the Common Properties; (iii) all land and Improvements which are not only exempt from the payment of ad valorem real property taxes by the City of College Station, Brazos County, the College Station Independent School District, and the State of Texas, but also are exempt from the payment of any assessment hereunder as expressly determined by written resolution of the Declarant and/or the Association, all Lots owned by Declarant; and (iv) such other land(s) and/or Improvement(s) and/or Lot(s) which are specifically exempted from the payment of annual Assessments in accordance with a special resolution of the Board.

1.15 Fencing Guidelines. “Fencing Guidelines” shall mean those fencing guidelines promulgated by the ACC.

1.16 Fiscal Year. “Fiscal Year” shall mean each twelve (12) month period commencing on January 1 and ending on the following December 31, unless the Board shall otherwise select an alternative twelve month period.

1.17 Improvement. “Improvement” shall mean any physical change to raw land or to an existing structure which alters the physical appearance, characteristics or properties of the land or structure, including but not limited to adding or removing square footage area space to or from a structure, painting or repainting a structure, or in any way altering the size, shape or physical appearance of any land or structure.

1.18 Lot. “Lot” or “Lots” shall mean and refer to each separately identifiable portion of the Assessable Property which is platted, filed and recorded in the Official Records of Brazos County, Texas and which is assessed by any one or more of the Taxing Authorities and which is not intended to be an “open space” or a portion of the Common Properties.

1.19 Member. "Member" shall mean and refer to each Resident who is in good standing with the Association and who has filed a proper statement of residency with the Association and who has complied with all directives and requirements of the Association. Each and every Owner shall and must take such affirmative steps as are necessary to become and remain a Member of, and in good standing in, the Association. Each and every Resident (who is not otherwise an Owner) may, but is not required to, be a Member of the Association.

1.20 Owner. "Owner" shall mean and refer to the holder(s) of record title to the fee simple interest of any Lot whether or not such holder(s) actually reside(s) on any part of the Lot.

1.21 Payment and Performance Lien. "Payment and Performance Lien" shall mean and refer to the lien described within Section 7.06 of Article 7 hereinbelow.

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

1.23 Property. "Property" shall mean and refer to the subdivision created by plat recorded in Volume 13625, Pages 144-148 of the Official Records of Brazos County, Texas.

1.24 Resident. "Resident" shall mean and refer to: each owner of the fee simple title to any Lot within the Subdivision; and each individual lawfully and permitted by these Covenants to be domiciled in a Dwelling Unit, other than Owner.

1.25 Structure. "Structure" shall mean and refer to:

- A. Any thing or device, other than trees, shrubbery, and landscaping (the placement of which upon any Lot shall not adversely affect the appearance of such Lot) including but not limited to any residence, building, garage, outbuilding, porch, shed, greenhouse, bathhouse, cabana, covered or uncovered patio, swimming pool, apparatus, clothesline, fence, curbing, paving, wall or hedge more than two feet in height, sign board or other temporary or permanent living quarters, or any temporary or permanent improvement to any Lot;
- B. any excavation, fill, ditch, diversion dam, or other thing or device which affects or alters the flow of any waters or any waterway, wash or drainage channel from, upon or across any Lot;
- C. any change in the grade of any Lot of more than six (6) inches from that existing at the time of initial construction approval by the ACC.

1.26 Subdivision. “Subdivision” shall mean and refer to The Cottages, a subdivision of eighteen (18) single family lots, described as Williams Creek Lake Estates Phase 2C, Block 7, Lots 1-18, according to the plat recorded in Vol. 16650, Page 10, of the Official Records of Brazos County, Texas, in accordance with the map and plat thereof to be filed of record in the Official Records of Brazos County, Texas, as well as any and all revisions, modifications, corrections, or clarifications thereto .

1.27 Taxing Authorities. “Taxing Authorities” shall mean and refer to Brazos County, the College Station Independent School District, the City of College Station and the State of Texas and any and all other governmental entities or agencies which have, or may in the future have, the power and authority to impose and collect ad valorem taxes on real property estates.

1.28 Trustee. “Trustee” shall mean and refer to that certain individual(s) or entity(ies) designated or appointed from time to time and at any time by the Association to perform the duties and responsibilities described within Section 7.6 of Article 7 below, and its successors and assigns.

1.29 Williams Creek Lake Estates Development. “Williams Creek Lake Estates Development” shall mean the real property located in Brazos County, Texas, subject to the Declaration and of which The Cottages is a part.

1.30 Williams Creek Homes. “Williams Creek Homes” shall mean and refer to Williams Creek Homes, LLC, a Texas limited liability company.

1.31 Zoning Ordinance. “Zoning Ordinance” shall mean and refer to City of College Station and Brazos County zoning ordinances, governmental regulations, and all amendments thereto.

ARTICLE II. – ARCHITECTURAL CONTROL COMMITTEE

2.01 Membership of Architectural Control Committee. The Architectural Control Committee shall consist of not more than three (3) voting members (“Voting Members”) and such additional nonvoting members serving in an advisory capacity (“Advisory Members”) as the Voting Members deem appropriate. The following persons are hereby designated as the Voting Members of the ACC: Anna Johnson, Janet M. Johnson and Joseph W. Johnson. At any time, Voting Members may resign and relinquish their duties as Voting Members.

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

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

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

2.05 Declarant's Rights of Appointment. During the Transition Date, Declarant, its successors or assigns shall have the right to appoint and remove all Voting Members of the ACC, such persons need not be drawn from Association Members. Notwithstanding the preceding sentence, Declarant may delegate its right of appointment, or any portion thereof, to the Board by written instrument before such date. After the Transition Date, the Board shall have the right to appoint all Voting Members. At such time as the Board gains the right to appoint and remove Voting Members of the ACC, or any portion of this right, a majority of the Voting Members so appointed shall be drawn from Members of the Association. Advisory Members shall, when reasonably possible, be drawn from Members of the Association.

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

2.07 Approved Builders. All residential homes on a Lot shall be constructed by Williams Creek Homes or an Approved Builder. No commercial builder of residential homes can sell or trade any Lots to another person or entity without obtaining prior written approval of the Declarant or developer until September 1, 2030.

2.08 Architectural Control. No buildings, additions, modifications or improvements shall be erected, placed or performed on any Lot until the builder's Plans and Specifications have been submitted in duplicate and approved in writing by the ACC as hereinafter provided. Builders may submit their design plans as master design plans, which shall include all specifications (including specifications as to brick color and paint color that may be used) when building each design. The ACC may, at its 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 ACC, experienced or qualified to review same, who may then render an opinion to the Architectural Control Committee. 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 of responsibility for the structural design or engineering of the improvements or the ultimate construction thereof. In the event the Architectural Control Committee fails to approve such Plans and Specifications within thirty (30) days after the receipt thereof, they shall be deemed to be disapproved. The Architectural Control Committee or its assignee, at its sole discretion and to the extent wherein not expressly prohibited by this Supplementary Declaration and any amended or Supplementary declaration, is hereby permitted to approve in writing deviations in the general use restrictions set forth in Article IV in instances where, in its judgment, such deviations will result in a more common beneficial use and enhance the overall development plan for the Property. The approval of a deviation in the general use restrictions by the ACC does not obligate the ACC to approve a similar deviation at a later time. Notwithstanding any other provision contained herein, any dwellings, additions, or improvements erected or placed on any Lot shall be deemed to comply with the building requirements of the ACC and related covenants contained in this Supplementary Declaration unless the ACC so notifies the Owner otherwise in writing within four (4) years from the completion thereof. This provision, however, shall not be deemed a waiver of the right of the ACC or Declarant to enforce the continuing restriction of use

contained herein.

The ACC 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 when such actions have not first been reviewed and approved or constitute a violation of this Supplementary Declaration, the building guidelines or any other documents promulgated by the ACC. The violating Owner shall remove such violating improvements or site work at its sole expense and without delay, returning same to its original condition or bringing the Lot into compliance with this Supplementary Declaration, ACC documents and any Plans and Specifications approved by the ACC for construction on that Lot. **This Supplementary Declaration is notice of such approval requirements and, by purchasing a Lot, Owners hereby agree to bear the cost and expense to cure any violations according to these provisions, regardless of the substantial cost, time or loss of business involved.**

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

The ACC or its agents or assigns shall have the right, but not the obligation, to enter any Lot to determine if violations of this Supplementary Declaration, the building guidelines, or any other documents promulgated by the ACC exist. In so doing, the ACC 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 Association or its agent be liable for any accounting or other claim for such action.

The ACC shall have the right to set reasonable time constraints for both the commencement and completion of construction. Such constraints shall be no less than ninety (90) days to commence construction and twelve (12) 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.

The ACC has the right to charge a review fee, to be established by the Board, for review of any Plans and Specifications submitted for approval to the ACC.

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

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

2.11 Work in Progress. The ACC may at its option inspect all work in progress to ensure compliance with approved Plans and Specifications.

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

2.13 Address. Plans and Specifications shall be submitted to the ACC in care of the Association, or in care of such other person at such other address as may be designated by Declarant or the Board, as the case may be, from time to time.

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

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

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

ARTICLE III. – THE COTTAGES OF WILLIAMS CREEK LAKE ESTATES OWNERS ASSOCIATION

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

3.02 Membership. Each and every Owner of each and every Lot which is subjected to this Supplementary Declaration shall automatically be, and must at all times remain, a Member of the Association in good standing. Any Owner or Member shall not be in "good standing" if such

person or entity is:

- A. in violation of any portion of this Supplementary Declaration, or any rule or regulation promulgated by the Board; or
- B. delinquent in the full, complete and timely payment of any annual assessment, special assessment, or any other fee, charge or fine which is levied, payable or collectible pursuant to the provisions of this Supplementary Declaration, the Bylaws of the Association or any rule or regulation promulgated by the Board.

Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the said property interest. If Declarant develops further acreage under a common scheme or plan of development with the Subdivision, Declarant may require such property owners to be Members of the Association and they shall have equal voting rights therein on the same basis as owners of a Lot within the Property.

3.03 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.

B. In addition to the votes to which Declarant is entitled by reason of Subparagraph (A) of this Section, (i) for every such vote Declarant shall have three (3) additional votes, and (ii) for each part of the Property that has not been subdivided by plat recorded in the Official Records of Brazos County, Texas, Declarant shall have four (4) votes for each acre owned by Declarant. Declarant shall have the number of votes described in this Section 3.03(B) until such time as all of the Property has been subdivided by plat and eighty-five percent (85%) of the Lots have been transferred by Declarant (the "Transition Date"). Thereafter, Declarant shall have only the votes, if any, to which it is entitled under Subparagraph (A) of this Section.

C. A majority of the Members entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the Members for the transaction of business. When a quorum is present at a meeting, the vote of the holders of a majority of votes present or present by proxy at such meeting and entitled to vote shall be the act of the Members, unless the vote of a different number is required by the Articles of Incorporation or Bylaws of the Association or this Supplementary Declaration.

D. The Association may suspend the voting rights of any Member for any period during which an assessment or installment of an assessment remains delinquent as

provided in Article 7 hereof or if a Member is in violation of any provision of this Supplementary Declaration.

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

A. Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Rules and Bylaws, not in conflict with this Supplementary Declaration, as it deems proper to address any and all aspects of its functions.

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

C. Records. To keep books and records of the Association's affairs.

D. Assessments. To levy Assessments as provided herein.

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 this Supplementary Declaration or Easements or for the purpose of erecting, maintaining or repairing any improvement to conform to the Declaration or to this Supplementary Declaration, and the expense incurred by the Association in connection with the entry upon any Lot and the work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and improvements thereon, and shall be enforced in the same manner and to the same extent as provided herein for regular and special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of 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 this Supplementary Declaration. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce this Supplementary Declaration; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

F. Legal and Accounting Services. To retain and pay for legal and accounting

services necessary or proper for the operation of the Association.

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

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

I. Conservation Management. To engage a company to assist in the conservation management of the Property.

3.05 Board of Directors. Before the Transition Date, the affairs of the Association shall be managed by a board of three (3) individuals elected or replaced by the Declarant. However, after the Transition Date, the Board shall consist of at least three (3) individual Directors elected by the Members. Before the Transition Date, the Directors need not be Members of the Association. After the Transition Date, Directors must be Members of the Association. Directors shall be elected for one (1) year terms of office and shall serve until their respective successors are elected and qualified. After the Transition Date, any vacancy which occurs in the Board, by reason of death, resignation, removal, or otherwise, may be filled at any meeting of the board by the affirmative vote of a majority of the remaining Directors. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose position he or she was elected to fill.

3.06 Maintenance. The Association shall be authorized to landscape, maintain, and repair Easements, rights-of-way, sidewalks, paths, private streets, gates, drainage facilities, detention ponds, lakes, and other areas of the Subdivision or Property, as appropriate.

3.07 Common Properties. Subject to and in accordance with this Supplementary Declaration, the Association, acting through the Board, shall have the following duties:

A. To accept, own, operate and maintain all Common Properties which may be conveyed, shown on the Plat, 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.

B. 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.

C. To execute mortgages, both construction and permanent, for construction of improvements on property owned by or leased to the Association and to accept land in Common Properties, whether or not improved, from Declarant subject to such mortgages or

by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of, development or other bonds, or in any other form or manner deemed appropriate by the borrower, whether Declarant or the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien, as deemed appropriate by borrower, whether Declarant or the Association, on the improvement to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessment of Members, or otherwise, or any combination thereof, as may be deemed appropriate by Declarant or the Association, as the case may be, but subject to the limitations imposed by this Supplementary Declaration.

3.08 Association Powers. In addition to, and not in limitation of, the power and authority of the Association as set forth in Section 3.4 of this Supplementary Declaration, the Association, acting through the Board, shall have the power and authority:

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

- i. parks, parkways or other recreational facilities or structures;
- ii. roads, streets, walks, driveways, gates, trails and paths;
- iii. lines, cables, wires, conduits, pipelines or other means of providing utilities;
- iv. sewers, water systems, wastewater treatment facilities, storm water drainage systems, sprinkler systems and pipelines; and/or
- v. 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 Properties or improvement in a way that would violate applicable use and occupancy restrictions imposed by other provisions of this Supplementary 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 Commission on Environmental Quality (TCEQ), and any flood plain, industrial waste or other ordinance of the City of College Station or Brazos County, if applicable.

B. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association.

C. 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 Supplementary Declaration, or the Articles or Bylaws of the Association.

D. To own and operate any and all types of facilities for both active and passive recreation.

E. To construct new improvements or additions to Common Properties, subject to the approval of the ACC as required in this Supplementary Declaration.

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

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

H. To merge with other associations having the same or similar purposes and objectives, or terms acceptable to the Board.

3.09 Agreements with City of College Station/Brazos County. The Association may enter into one or more agreements with Brazos County or the City of College Station with respect to the dedication of any drainage basin, street system, park, or other Common Properties within the Property for municipal maintenance, if applicable.

3.10 Indemnification. The Association shall indemnify any director, officer, or member of a committee duly appointed pursuant to the Articles or Bylaws who was, is, or is threatened to be made a named defendant or respondent in any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding (hereinafter a "Proceeding") by reason of the fact that such person is or was a director, officer or member of such a committee of the Association, against all judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with any such Proceeding to the fullest extent permitted by the Texas Business Organization Code ("TBOC") provisions pertaining to non-profit corporation, 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 TBOC, as amended and in effect from time to time.

3.11 Gated Community. The Subdivision shall be a gated community. All roads, alleys, and sidewalks located in the Subdivision will be owned by the Association subject to the following maintenance obligations:

A. Access shall be provided on all private and public streets at all times for police, fire, City inspection, mail delivery, garbage pickup, utility, school buses, para transit, demand and response vehicles, and other health and safety related vehicles. Access must not require drivers to exit their vehicles.

B. The gate design and implementation shall be such that it does not pose a threat to public health, safety, and welfare. All mechanical or manual operating functions of the gates shall meet the fire department requirements and provide passage with unobstructed vertical and horizontal clearance. No access gate to the Subdivision shall be placed on a public right-of-way or easement. Gated entry ways to the Subdivision shall provide a minimum unobstructed vertical clearance of fourteen (14) feet and six (6) inches from the finished roadway surface from the finished roadway surface over the entire width of the entry roadway. Public safety elements and signing shall be included in the gate entry way design. All gated entry ways shall provide adequate access for pedestrians and bicycles. Any gated entry way shall provide adequate turnaround areas for vehicles that are denied access in order to prevent backing into a public street. The gated entry way driveway pavement widths to subdivisions, for both egress and ingress, shall be a minimum of twenty (20) feet per driveway and are required to provide a minimum of four (4) feet center median. The throat depth for a gated entry way shall meet the requirements of the applicable City ordinance.

C. The Association will be responsible for and provide for operation, repair and maintenance of all private streets, access gates (including, the equipment and devices used in connection therewith), street lights, storm drainage, storm water drainage systems, including the equipment and devices used in connection therewith and sidewalks located in the Subdivision. All private streets, access gates, street lights and any gated entry ways shall comply with all applicable City ordinances and regulations, including all applicable fire department requirements.

D. The City shall have access to the Subdivision at any time without liability when on official business. The City may remove obstructions including any gate upon non-compliance by the Association of any terms of this Supplementary Declaration or any applicable City ordinances or if necessary, for emergency vehicle access. In the event the City must remove obstructions to access the development, the Association will be assessed all the costs of removal.

E. The Association shall be obligated to establish and fund a street maintenance reserve fund ("Reserve Fund") that will provide adequate resources to maintain and repair the streets, street lights, storm water drainage systems (including the equipment and devices used in connection therewith) and access gates (including the equipment and devices used in connection therewith) on an ongoing basis. The Reserve Fund will be established as a part of the Association annual budget and a copy of the budgeted Reserve Balance will be provided to the City on an annual basis. The Association shall have the right to enter into any street maintenance agreement as may be required or reasonably

necessary or convenient from time to time.

F. The Association shall maintain the private streets, street lights, storm water drainage systems (including the equipment and devices used in connection therewith) and access gates (including the equipment and devices used in connection therewith) in accordance with all applicable City ordinances and applicable laws and regulations. The Association shall have the right to make any repairs to the private streets within the Subdivision as required by the City.

ARTICLE IV. – GENERAL RESTRICTIONS

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

4.01 Construction of Improvements. No Improvements or Structures shall hereafter be constructed upon any of the Property without the prior approval of the ACC. All Improvements or Structures shall conform to this Supplementary Declaration and to the Declaration except where the Declaration specifically conflicts with this Supplementary Declaration, in which case the provisions of this Supplementary Declaration shall apply. Residential improvements must be completed on a Lot prior to the expiration of four (4) years from the date of sale of such Lot(s) by Declarant to the first purchaser thereof, unless a variance has been granted by the ACC.

4.02 Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property (including any Lot), which is visible from any street, common area, trails, or other Lot; provided, however, that if it is impossible to receive signals from any other location on the Lot, then the receiving device may be placed in a visible location approved by the ACC. The ACC may require as much screening as possible while not substantially interfering with reception. The Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Property. No satellite dishes shall be permitted which are larger than one (1) meter in diameter. No broadcast antenna mast may exceed the height of the center ridge of the roofline. No MMDS antenna mast may exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus which transmit television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property. The Declarant, by promulgating this Section 4.02, is not attempting to violate the Telecommunications Act of 1996 (“the Act”), as may be amended from time to time. This section shall be interpreted to be as restrictive as possible without violating the Act.

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

4.04 Subdividing. No Lot shall be further divided or subdivided, nor may any

easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the ACC; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, without the approval of the ACC.

4.05 Signs; Display of Religious Items. No sign of any kind shall be displayed to the public view on the Property without the prior written approval of the ACC, except for the following:

A. signs which are part of the overall marketing plan for the Property or property owned by Declarant or its affiliates, Williams Creek Reserve LLC, or Williams Creek Homes;

B. one (1) sign per Lot, not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three feet (3') above the surface of such Lot advertising the Property for sale or lease;

C. in accordance with Section 202.009 of the Texas Property Code, as amended, one or more signs advertising a political candidate or ballot item for an election (a) on or after the ninetieth (90th) day before the date of the election to which the sign relates, and (b) before the tenth (10th) day after the election. Notwithstanding the foregoing, only one (1) sign is allowed per Lot for each candidate or ballot item and any such sign (a) must be ground-mounted; (b) cannot contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping or non-standard decorative component; (c) cannot be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle or any other existing structure or object; (d) cannot include the painting of architectural surfaces; (e) cannot threaten the public health or safety; (f) cannot be larger than 4 feet by 6 feet; (g) cannot violate a law; (h) cannot contain language, graphics or any display that would be offensive to the ordinary person; and (i) cannot be accompanied by music or other sounds or by streamers or be otherwise distracting to motorists;

D. signs containing information about one or more children residing in the residence on a Lot and the school they attend, provided (a) the sign is not more than 36" x 36" and is fastened only to a stake in the ground, (b) there shall be no more than one sign for each child under the age of eighteen (18) residing in the residence, and (c) said signs may not be displayed more than ten (10) days in any calendar month, for more than three (3) months in a calendar year;

E. signs or stickers provided to an Owner by a commercial security or alarm company providing service to the residence, provided the sign is not more than 8" x 8" or the sticker is no more than 4" x 4" and there shall be no more than one sign and no more than six (6) stickers located on the windows or doors;

F. stickers on windows and doors for the "Child Find" program or a similar

program sponsored by a local police and/or local fire department; or

G. a builder or lender may place certain information and advertising signs on Lots without the prior permission of the ACC.

To the extent allowed by law, no Owner or its residents may display or affix a religious item on the entry to an Owner's or Resident's Dwelling Unit that (i) threatens public health or safety, (ii) violates a law, or (iii) contains language, graphics or any display that is patently offensive to a passerby. Except as otherwise provided in Section 202.018 of the Texas Property Code, as amended from time to time, an Owner may not use a material or color for an entry door or door frame of the Owner's or Resident's Dwelling Unit or make an alteration to the entry door or door frame that is not authorized by the terms of this Supplementary Declaration.

If any sign or religious item is placed within the subdivision in violation of this Supplementary Declaration, the Association or its agents shall be authorized to enter upon any Lot or homesite and remove and/or dispose of any such sign violation, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal, nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

4.06 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon a Lot and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. If rubbish or debris accumulates upon any Lot in violation of this provision in the judgment of the Association, the Association may remove the rubbish or debris, and charge a special assessment to the Owner of the Lot. No rubbish or debris, including without limitation, debris from tree or vegetation removal, may be burned on a Lot or any other portion of the Property.

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

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

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

4.10 Repair of Improvements. All Improvements upon the Subdivision, including any

Lot, shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner or Owners thereof.

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

4.12 Roofing Materials. The surface of all roofs of principal and secondary structures shall be wood, shingle, shakes, tile or quality composition shingle. The ACC shall have authority to approve other roof treatments and materials when, in its determination, such treatments and materials in the form utilized will not be a detriment to the quality of the neighborhood.

4.13 Solar Equipment. In the event an Owner desires to use solar panels or other solar equipment in connection with the use of any Lot that may be seen from the street, adjoining Lots or other parts of the Property, the location and installation design thereof shall be submitted to the ACC and approval of such design, including the aesthetics thereof, shall be required before construction may begin with such approval being subject to the terms set forth in Texas Property Code Section 202.010, as amended or re-codified from time to time; provided, however, that Declarant retains the right to prohibit or restrict an Owner from installing a solar energy device (as defined in Section 202.010 of the Texas Property Code) until after the Transition Date. Any solar energy device, solar panels or other solar equipment approved for a Lot must not be in violation of the prohibited conditions described in Section 202.010(d)(1) through (8) of the Texas Property Code, as amended or re-codified from time to time.

4.14 Driveway. The ACC shall have the right to impose requirements and limitations on driveway design, including materials, aprons, location, and point of contact with dedicated roads, streets, or private driveways within the Subdivision.

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

4.16 Storm Water Management. Owners and their contractors shall be responsible for the management of storm water during construction or ground disturbing activities to prevent erosion and sedimentation from leaving the immediate construction site or entering into any existing or contemplated waterway, drainage ways, and roadside ditches. During construction of a

Dwelling Unit, structure, Improvement, foundation, driveway, barn, approved landscape area, or any other construction requiring soil grading activities, Owners and their contractors and agents must use appropriate storm water management measures, such as silt fencing or hay bales between the construction area and drainage ways. Final stabilization with seeding or mulch is required to minimize erosion following construction.

4.17 No Pollution. No act may be performed which is likely to pollute the air or water in any part of the Property, nor may any Owner violate any applicable federal, state or local ordinance or regulation designed to eliminate pollution.

4.18 Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property. No open fires shall be lighted or permitted on any Property except (i) in a contained barbecue unit while attended and in use for cooking purposes or (ii) within an interior or exterior fireplace of fire-pit designed to prevent dispersal of burning embers (unless prohibited by governmental ordinances). Prior to construction of any exterior fireplace of fire-pit, Owners shall obtain written approval from the ACC of the fireplace of fire-pit design and location.

4.19 Mining and Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No water storage tanks greater than five hundred (500) gallons may be constructed. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

4.20 Machinery and Equipment. Without the approval of the Association or Declarant, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Common Properties; provided, however, that during construction such machinery or equipment as is usual and customary in Brazos County, Texas, in connection with the use, maintenance, or construction of a private residence or appurtenant structures or recreational facilities maintained by the Association may be permitted. Notwithstanding the foregoing, such machinery or equipment may be placed, operated or maintained by any governmental or quasi-governmental agency, or by a public utility, in the performance of its legitimate functions.

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

4.22 Unightly Articles; Vehicles. No trailer, recreational vehicle, tent, boat, or stripped

down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the driveway or front yard in front of the building line of the permanent structure, and same shall be kept, parked, stored or maintained on other portions of a Lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots or streets. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. No all-terrain vehicles or vehicles not licensed for travel on public streets may be operated on the private streets of the Subdivision. No vehicle may be parked on the private streets of the Subdivision overnight or in a manner that impedes traffic flow or for more than ten (10) consecutive hours. No vehicle may be parked in a driveway for more than three (3) consecutive days unless otherwise approved by the ACC in writing. No vehicle may be parked on the emergency access road at any time.

4.23 Fences. All fencing facing the front property line of the Lot shall be constructed of metal (e.g., wrought or decorative iron) in size, design, location and height as approved by the ACC. Fencing Guidelines issued by the ACC, if any, will include, without limitation, requirements regarding fence types, locations and quality of materials. Prior to designing, ordering or acquiring any fencing materials or designs for a Lot, all Owners must obtain approval from the ACC. No wire fence (hog wire or chicken wire) may be built if visible from a street, trail, Common Properties, or Dwelling Unit. No fire hydrants can be fenced so as to impede access thereto from a public right of way. Only front yard access gates will be allowed. Side and rear access gates are not allowed. An Owner shall be responsible for the construction, maintenance, repair, and upkeep of fencing on such Owner's Lot.

4.24 Animals – Household Pets. No animals, including pigs, hogs, swine, poultry, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept or maintained on the Property. No domestic household pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets shall be allowed on the Property other than on the Lot of its Owner, except when confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation shall be allowed. No domestic household pet shall be allowed to run at large and all of such pets shall be kept on a leash when not on a Lot or when on a Lot, within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be constructed in accordance with Plans and Specifications approved by the ACC, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property. No more than a total of four (4) adult dogs or cats, or a combination thereof, may be kept on a single Lot. All domestic household pets shall be kept in strict accordance with all local laws and ordinances.

4.25 Maintenance of Lawns and Plantings. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot cultivated, pruned, and free of trash and other unsightly material. The Lot, and all improvements therein and thereon, must be kept in a

well maintained, safe, clean, and attractive conditions 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;
- I. complying with all governmental health and police requirements;

all in a manner and with such frequency as is consistent with aesthetics, safety and good property management. The Association and its agents, during normal business hours, shall have the right, after fifteen (15) days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of this covenant and the action required to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner, to enter on the subject premises (without any liability whatsoever for damages for wrongful entry, trespass, or otherwise to any person or entity), and to take the action(s) specified in the notice to remedy or abate said violation(s) or breach(es). The cost of such remedy or abatement will be paid to the Association upon demand and if not paid within thirty (30) days thereof, shall become a lien upon the Lot affected subject to the requirements of Chapter 209, Texas Property Code. The Association, or its agent, shall further have the right (upon like notice and conditions), to trim or prune, at the expense of the Owner, any hedge, tree, or any other planting that, in the opinion of the Association, by reason of its location on the Lot, or the height, or the manner in which it is permitted to grow, is detrimental to the adjoining Lots, presents a danger to individuals or property or is unattractive in appearance. The lien provided under this section will constitute a lien retained against such property with the same force and effect as the Payment and Performance Lien for assessment set forth in this Supplementary Declaration.

4.26 Landscaping Design. All houses must be properly landscaped and a sprinkler system installed in the entire front yard prior to occupancy. A written variance for landscaping can be granted by the ACC. All landscaping shall be designed so as to protect and promote, as far as practicable, the natural local landscape environment through use of native materials, natural drainage, indigenous plant selection and site design. All landscaping designs shall:

- A. Wherever possible, save and incorporate into the Plans and Specifications, existing trees having trunk diameters of four (4) or more inches. To ensure the viability of these trees, soil compacting, trenching and/or cut and fill shall be avoided, to the greatest extent possible, in the area defined by a tree's dripline.

B. Maintain or enhance, wherever possible, existing vegetation within drainage easement to prevent erosion, siltation or impediment of runoff augmented by development.

C. Install live, growing sod covering the front and side yards to the city street and maintain such street strip, prior to occupancy of any residence constructed on a Lot, and an equivalent substitute which achieves as satisfactory a ground cover in approximately the same period of time in the backyard, all such ground cover to be indigenous to or commonly used in the area, and maintained in a healthy and growing condition.

D. Install live, growing and healthy shrubs, bushes, vegetation, trees, and front yard must be sodded, prior to occupancy of any residence constructed on a Lot, which have a retail value for materials and labor equal to at least \$1,500.00. Existing indigenous shrubs, trees, bushes, and vegetations shall not be included within this requirement, nor shall ground cover, mulch, grass, sod or bed preparation. The Association may cure any default of this covenant in the manner provided in Article III hereof.

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

4.28 Mailboxes. Each Lot will receive mail service by way of a cluster mailbox provided by the Developer in a location to be determined by Developer. Issuance of keys, and replacement of lost or stolen keys, will be directed by the Association. Maintenance of the Mailbox structures will be the responsibility of the Association. No Owner may construct a stand-alone mailbox on such Owner's Lot.

4.29 Sight Lines at Intersections of Streets. No planting or object which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways within the triangular

area formed by the intersecting street property lines and a line connecting them at a point twenty-five feet (25') from the intersection of the street property lines or extension thereof shall be placed, planted, or permitted to remain on any corner Lots.

4.30 Garages. Garages must be at least a two-car garage unless prior written approval is obtained from the ACC. No garage, or any portion thereof, may be converted into enclosed living space unless an alternative garage of at least equal size is constructed and the plans and specifications for the conversion and construction are first approved in writing by the ACC.

4.31 Room and Board Plans. No Owner shall permit any Lot or Improvement on any Lot to be used in whole or in part by tenants on rooming or boarding plans or contracts. Any single family lease must be approved by the ACC prior to taking of possession by any lessee.

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

4.33 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article 4 or elsewhere in this Supplementary Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance upon one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless thereof.

4.34 Lake Restrictions.

A. Boats. No boats powered by gasoline, diesel, propane or hydrocarbon-fueled engine of any kind shall be operated upon any lake on the Property without the prior written approval of the Association. Boat operation on any lake on the Property shall conform to all rules and regulations promulgated by:

- i. Association; and
- ii. Applicable governmental authorities concerning the use of the boats.

The Association may further, by rule, regulate and limit the size, type and number of

water craft used on any lake on the Property.

B. Fishing and Water Activities Regulation. Fishing and boating is permitted on any lake on the Property during daylight hours only, or as allowed in written rules promulgated by the Association from time to time. Fishing shall be permitted only on a catch and release program, shall not be used for personal consumption, and fish must be thrown back while still alive. Fishing is restricted to Owners and their guests only. No swimming or wading is permitted in any lake on the Property. Owners and their family, guests and tenants shall comply with all applicable government regulations relating to fishing on any lake on the Property. If an Owner or guest of any Owner is in violation of these rules, the Association can revoke such Owner's rights to use the lake.

C. Guests and Safety. All Owners shall be responsible for taking reasonable steps to ensure the safety of all Owners and any guest within the Property. Children shall not be allowed to use any lake area without adult supervision.

4.35 Erosion Control. The Owner of such Lot shall be responsible for all temporary erosion control measures required during construction on such Owner's Lot to ensure that there is no erosion into any lake within Williams Creek Lake Estates Development, and such Owner shall be responsible for any repair or maintenance required due to erosion caused by construction on such Lot.

ARTICLE V. RESIDENTIAL RESTRICTIONS

5.01 Residential Use; Unrelated Occupants; Rental. All Lots shall be improved and used solely for residential purposes, inclusive of a garage, fencing, and such other Improvements as are necessary or customarily incident to residential use. No Owner shall occupy or use his Lot or any Improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose, including religious, other than as a private residence for the Owner, his family, and guests. All Lots within the Property shall be used and improved solely for single-family residential purposes, with no more than one (1) residential Dwelling Unit per Lot. Anything herein to the contrary notwithstanding, any Lot may be used or improved for greenbelt, open space, and/or drain field purposes. No Improvement may be constructed upon any Lot that would unreasonably obstruct the view from other portions of the Property, and the positioning of all Improvements upon Lots within the Property is hereby expressly made subject to ACC review. The ACC may, but shall not be required to, prevent or allow the construction of a proposed Improvement based upon the effect it will have upon the view from any particular Lot. The ACC may consider the effect the Improvement will have on the Property as a whole, it being expressly understood that neither the ACC nor the Members thereof shall be liable to any Owner in monetary damages or otherwise due to the construction of any Improvements within the Property or the creating thereby of an obstruction to the view from such Owner's Lot or Lots. All Residents of any Dwelling Unit on a Lot except for one (1) shall be related within the second degree of consanguinity or affinity. There shall be no more than two (2) unrelated occupants living in any residential unit at any one time. Owner's may rent their Dwelling Unit to another party pursuant to

a written lease agreement upon written approval by the Association. The length of term of any lease agreement shall not be less than one (1) year, unless approved in writing by Declarant. No Owner may lease the Dwelling Unit on its Lot for more than three consecutive years or 1,100 days in any 1,460 day period, unless approved in writing by Declarant.

5.02 Outbuildings. No outbuildings shall be constructed on a Lot, including, without limitation detached garages, portable buildings, storage buildings or greenhouses, without the prior written approval by the ACC.

5.03 Building Materials; Dwelling Size. 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 eighty percent (80%) architectural masonry or other material specifically approved in writing by the ACC. Masonry includes brick, rock, stucco and all other materials commonly referred to in the College Station, Texas area as masonry. The ACC may, at its sole discretion, approve the use of plantation board siding, Hardie plank board, or real wood siding that does not meet the eighty percent (80%) architectural masonry rule described above. Unless an exception is granted by the ACC, all single family Dwelling Units in the Property shall contain not less than two thousand (2,000) square feet of enclosed living space for dwellings constructed on Lots, in all cases exclusive of porches (open or covered), decks, garages and carports (the "Minimum Square Footage"). At least sixty percent (60%) of the Minimum Square Footage must be located on the ground floor of the Dwelling Unit. Each residence built on a Lot shall include an enclosed attached or detached garage or other structure sufficient to meet the requirements of Section 4.30.

5.04 Construction in Place. The use of prefabricated materials, including antique homes moved from other locations is not allowed.

5.05 Setback Requirements. All Lots, Phase 2C, unless otherwise noted, shall have front setbacks of 25 feet and rear setbacks of 20 feet. All Lots, Phase 2C, except as noted below, shall have left and right setbacks of 7.5 feet.

- A. Lots 18 and 12, Block 7, shall have a left setback of 15 feet and right setback of 7.5 feet.
- B. Lots 1 and 13, Block 7, shall have a right setback of 15 feet and left setback of 7.5 feet.

ARTICLE VI. RIGHTS OF ENJOYMENT IN THE COMMON PROPERTIES

6.01 Easement. Subject to the provisions of Sections 6.02 through 6.07, each and every Owner in good standing with the Association shall have a non-exclusive right and easement of enjoyment in and to all Common Properties, and such easement shall be appurtenant to and shall pass with every Lot, provided the conveyance and transfer is accomplished in accordance with

this Supplementary Declaration. All Residents in good standing with the Association shall have a non-transferable, non-exclusive privilege to use and enjoy all Common Properties for so long as they are Members in good standing with the Association.

6.02 Extent of Members' Easements. The rights and easements of use, recreation and enjoyment created hereby shall be subject to the following:

A. The right of the Declarant or Association to prescribe reasonable regulations (e.g. speed limits on the streets and limitations on parking on or in the streets) and policies governing, and to charge reasonable expense reimbursements and/or deposits (e.g.: key, access card, and/or radio transmitter device deposits) related to the use, operation, and maintenance of the Common Properties;

B. The right of Declarant to place liens or mortgages against all or any portion of the Common Properties with respect to monies borrowed by the Declarant to develop and improve the Property or Common Properties or by the Association to improve or maintain the Common Properties;

C. The right of the Association to enter into and execute contracts with any party (including, without limitation, the Declarant or its affiliates) for the purpose of providing management, maintenance, or such other materials or services consistent with the purposes of the Association and/or this Supplementary Declaration;

D. The right of the Declarant or the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

E. The right of the Declarant or the Association to enter into and execute contracts with the owner-operators of any community antenna television system ("CATV") or other similar operation for the purpose of extending cable, utility, or security service on, over, or under the Common Properties to ultimately provide service to one or more of the Lots;

F. The right of the Declarant or the Association to enter into and execute contracts with a gas utility service to extend gas utilities to one or more of the Lots;

G. The right of the Declarant or the Association in accordance with the requirements of the Texas Property Code to suspend the voting rights of any Member and to suspend the right of any Member to use or enjoy any of the Common Properties for any period during which any assessment (including without limitation "fines") against a Lot resided upon by such member remains unpaid, or during which non-compliance with the Supplementary Declaration exists, and otherwise for any period deemed reasonable by the Association for any infraction of the then-existing rules, regulations, landscape guidelines, and/or any other guidelines or requirements;

H. The right of the Declarant and/or the Association to dedicate or transfer all or

any part of the Common Properties to any municipal corporation, public agency, governmental authority, or utility for such purposes and upon such conditions as may be agreed to by the Declarant and the Board; and

I. The right of the Declarant and/or the Association to grant permits, licenses and easements over the Common Properties for utilities, roads and other purposes necessary for the proper operation of The Settlement and the Williams Creek Lake Estates Development.

6.03 Restricted Actions by Members. No Member shall permit anything to be done on or in the Common Properties which would violate any applicable public law or Zoning Ordinance or which would result in the cancellation of or the increase of premiums for any insurance carried by the Association, or which would be in violation of any law or any rule or regulation promulgated by the Board.

6.04 Damage to the Common Properties. Each Member shall be liable to the Association for any damage to any portion of the Common Properties caused by the negligence or willful misconduct of the Member or his family and guests.

6.05 Rules of the Board. All Members shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and a Member determined to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorneys' fees.

6.06 Use of Common Properties. The Board shall have the power and authority to prescribe rules and regulations which extend to and cover matters such as (but not limited to) the possession and consumption of alcoholic beverages, loud and obnoxious noises and behavior, and the supervision by attending adults of children. No person or entity (excluding the Declarant) shall use any portion of the Common Properties to:

A. solicit, promote or conduct business, religious, political or propaganda matters; or

B. distribute handbills, newsletters, flyers, circulars or other printed materials,

without the prior written consent of the Association (which consent may be withheld in its sole and absolute discretion). The Association may, on its own motion, permit and allow reasonable activities to occur on the Common Properties in accordance with rules and regulations deemed reasonable and appropriate by the Association.

6.07 User Fees and Charges. The Board may levy and collect special charges and fees for any and all extraordinary operation and maintenance of the Common Properties and services which the Board determines to be necessary for the advancement, benefit and welfare of the

Owners or Residents. Examples (by way of illustration, and not limitation) of these special charges and fees would include: extraordinary utility consumption; additional gate and/or security personnel for parties or special events; management overtime services; and additional insurance conditions or requirements. In establishing special user fees, the Board may formulate reasonable classifications of users. Such fees should be uniform within each class but need not be uniform from class to class. If an Owner shall fail to pay a charge or fee when due and payable, said unpaid charge or fee shall be delinquent and upon written notice to said Owner shall become a personal debt of said Owner. Failure of any Owner to pay said fee and charge when due and payable, in addition, shall be a breach of these Covenants.

6.08 Encroachments. If: (a) construction, reconstruction or repair activities which have been approved by the ACC; or (b) shifting, settlement or other movements of any portion of ACC approved improvements, results either in the Common Properties encroaching on a Lot or Dwelling Unit or in a Lot or Dwelling Unit encroaching on the Common Properties or on another Lot or Dwelling Unit, and unless otherwise directed by the ACC, a valid easement shall then and there exist to permit the encroachment and reasonable and necessary maintenance activities related thereto.

6.09 Private Streets. The entry gate, streets, and sidewalks within the Subdivision are "private" and constitute a portion of the Common Properties which are subject to the jurisdiction and administration by the Association. In addition to the other provisions appearing within this Article, the Board of the Association is specifically authorized to recommend, adopt, implement and enforce rules, regulations, mechanisms and procedures governing use of the entry gate, walking trails, streets and alleys covering items such as (but not necessarily limited to):

- A. identification and entry programs for Owners, Residents and Members, their respective immediate families, their guests and vehicles owned or driven by any of them;
- B. speed limits, designated parking areas, restricted parking areas and no-parking areas;
- C. signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters;
- D. a "fines" system through which the Association can levy and collect fines from its Members for violations of the applicable rules and regulations; and
- E. disclaimers of liability for any and all matters or occurrences on or related to the Common Properties.

ARTICLE VII. – COVENANTS FOR ASSESSMENTS

7.01 Assessments. 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 among

all Lots, provided, however, that no Assessments hereunder shall be levied against Declarant, Williams Creek Homes, or the affiliates, successors and assigns of the Declarant or Williams Creek Homes. 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. Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot against which the Assessment falls due, and shall become a lien against each such Lot and all improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

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

7.03 Regular Annual Assessment. 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 this Supplementary Declaration, including but not limited to the cost of all Common Properties, street and gate maintenance, the cost of enforcing this Supplementary Declaration, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net 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 annually in advance 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. Assessments or installments of assessments not paid as provided herein are delinquent.

Except as otherwise provided, upon closing of the initial sale of each Lot, the purchaser shall pay dues in the amount of dues set by the Association for each full calendar month until the end of the current year. Said dues will be paid to the Association or accumulated by Declarant in the absence of an Association. Said funds will be utilized by Declarant solely for maintenance of Common Properties and the balance shall be paid to the Association when it is formed. The Association shall have the right to designate any other event after closing the initial sale of a Lot as the date upon which the Owner will be obligated to begin paying dues to the Association.

7.04 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 functions of the Association under this Supplementary Declaration. The amount and due date of any Special Assessments shall be at

the reasonable discretion of the Board.

7.05 Owner's Personal Obligations for Payment of Assessments: Late Fees. 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 hereof, no Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest on the delinquent Assessment 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. Additionally, if an Assessment or installment of an Assessment is not paid when due, an additional amount of five percent (5%) of such Assessment or installment (the "Late Fee") shall be immediately due and payable, provided the Late Fee may be reduced or waived by the Association for good cause. The Late Fee is assessed to compensate for the administrative costs and expenses of collection of the Assessments.

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

The terms of this Article 7 are subject to the requirements of Chapter 209, Texas Property Code, as amended from time to time (the "Code").

7.07 Penalties for Violation of Restrictions. The Association shall have the right and power to establish a system of fines and/or penalties (enforceable as assessments against a Lot) for violations of this Supplementary Declaration by an Owner or such Owner's family, guests, invitees, or occupants of this Supplementary Declaration, the Bylaws or any rules and regulations adopted by the Association or the ACC.

**ARTICLE VIII. – INSURANCE; REPAIR; RESTORATION;
COMMUNITY SERVICES ARRANGEMENT**

8.01 Right to Purchase Insurance. The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common Properties, any improvements thereon or appurtenant thereto, for the interest of the Association, its Board of Directors, officers, managers, agents and employees, and of all Members of the Association, in such amounts and with such endorsements and coverage as shall be deemed appropriate by the Board and/or as specifically required by the mortgagees or insurers. Such insurance may include, but need not be limited to:

A. Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs;

B. General commercial public liability and property damage insurance on a broad form basis, including coverage of personal liability (if any) of the Board, Owners, Residents and Members with respect to the Common Properties;

C. Fidelity bonds for all officers and employees of the Association having control over the receipt or disbursement of funds; and

D. Liability insurance regarding the errors and omissions of directors, officers, managers, employees and representatives of the Association.

8.02 Insurance and Condemnation Proceeds. The Association shall be the exclusive representative of the Members in any proceedings, negotiations, settlements or agreements concerning insurance or condemnation. The Association and the Members may use the net insurance or condemnation proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance or condemnation. Any balance from the proceeds of insurance or condemnation paid to the Association, remaining after satisfactory completion of repair and replacement or after the Board has elected to waive the repair, restoration or replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties.

8.03 Insufficient Proceeds. If the insurance or condemnation proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special group assessment as provided for in Article 7 of this Supplementary Declaration to cover the deficiency.

8.04 Community Services Arrangements. Declarant and the Association have arranged for the employment and utilization of a mechanical crossing gate with coded entry at the entry point to the Property. The Declarant and the Association hope that the gate and private streets concept will discourage undesired and unauthorized vehicular traffic within the Property and foster a higher degree of peace and tranquility. The gate program is not designed to restrict or impede pedestrian traffic into, within or out of the Property.

Although the Declarant and the Association reasonably believe that the existence and visibility of community services personnel and/or controlled access points may discourage the commission of criminal acts (e.g., burglary, theft, etc.) within the Property nevertheless neither the Declarant nor the Association warrant or guarantee that: (a) the community services personnel and/or gate arrangements are sufficient and adequate to diminish or eliminate the commission of crimes against persons or property; and (b) such acts will not be attempted or actually occur within the Property. These community services arrangements are not designed or intended to replace the conventional police and fire protection and paramedical services available, if any, from the City of College Station or Brazos County.

The Association will seek to carry public liability insurance generally covering bodily injury and property damage arising out of negligent acts by employees, members or authorized representatives of the Association. The Association will not carry any insurance pertaining to, nor does it assume any liability or responsibility for, the real or personal property of the Owners, Residents and Members (and their respective family members and guests).

Each Owner, Resident and Member expressly understands, covenants and agrees with the Declarant and the Association that:

A. Neither Declarant nor the Association has any responsibility or liability of any kind whatsoever regarding or pertaining to the real and personal property of each Owner, Resident, and Member;

B. Each Owner, Resident, and Member shall, from time to time, consult with reputable insurance industry representatives of each Owner's, Resident's, and Member's own selection to select, purchase, obtain, and maintain appropriate insurance providing the amount and kind of insurance deemed satisfactory to each Owner, Resident, and Member covering his or her real and personal property;

C. Each Owner, Resident, and Member releases and holds Declarant and the Association harmless from any uninsured liability, claims, causes of action, or damages of any kind or character whatsoever arising out of or related (directly or indirectly) to any and all aspects of the community services system and private streets within the Property, including without limitation;

- i. the interviewing, hiring, training, licensing (if any), bonding (if any) and employment of community services personnel;
- ii. the instructions, directions, and guidelines issued to or by the

- community services personnel;
- iii. the duties, performance, actions, inactions, or omissions of or by the community services personnel; and
 - iv. the functioning (whether mis-, mal-, or non-) of the mechanical gate access devices.

D. Each Owner, Resident, and Member will cooperate with Declarant, the Association, and the ACC in connection with the establishment, evolution, and maintenance of reasonable controls of the pedestrian and vehicular traffic into and within the Property and abide by any and all rules and regulations of the Association, as adopted and promulgated from time to time, related to the entry upon and use of any private streets and other Common Properties within the Property.

ARTICLE IX. – EASEMENTS

9.01 Reserved Easements. All dedications, limitations, restrictions, and reservations shown on any plat covering all or any portion of the Property and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant prior to the Property becoming subject to this Supplementary Declaration, are incorporated herein by reference and made a part of this Supplementary Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most effectively, efficiently, and economically, developing and marketing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve, or otherwise create, at any time or from time to time, Common Properties, rights-of-way, and easements for public utility purposes (including, without limitation, gas, cable, water, electricity, telephone, and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, any such easement having a maximum width equal to the building setbacks that exist on each Lot's property line.

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

9.03 Surface Areas. The surface of Easement Areas for underground utility services may

be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility service using the Easement Area shall be liable to any Owner or to the Association for any damage done by them or either of them or their respective agents, employees, servants, or assigns, to any of the aforesaid vegetation as a result of any activity reasonably relating to the construction, maintenance, operation, or repair of any facility in any such Easement Area.

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

9.05 Blanket Easements. An easement is hereby retained in favor of the Association over all Lots and the Common Properties for the purpose of enforcing the Covenants, and for the construction of a common cable television system, a common sprinkler system, maintenance of landscaping, or any other item for the common benefit of the Owners. An easement is further granted for the purpose of repairing and maintaining any such system so constructed. Any entry upon any Lot or the Common Properties to effectuate the foregoing purposes shall not be deemed as trespass.

ARTICLE X. – REGISTRATION

10.01 Registration with the Association. In order that the Declarant and the Association can properly acquaint every Lot purchaser and every Owner, Resident and Member with this Supplementary Declaration and the day-to-day matters within the Association's jurisdiction, each and every Owner, Member and Resident shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association such as:

- A. the full name, address, and telephone number of each Owner, Member and Resident;
- B. the full name of each individual family member who resides within the residential dwelling of the Lot Owner;
- C. the business address, occupation and telephone numbers of each Resident;
- D. the description and license plate number of each automobile owned or used by a Resident and brought within the Property;
- E. the name, address and telephone numbers of other local individuals who can be contacted (in the event the Resident cannot be located) in case of an emergency; and
- F. such other information as may be reasonably requested from time to time by

the Association.

In the event any Owner, Member or Resident fails, neglects or refuses to so provide, revise and update such information, then the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Owner, Member and Resident shall become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

ARTICLE X. – GENERAL PROVISIONS

11.01 Power of Attorney. Each and *every* Owner, Member and Resident hereby makes, constitutes and appoints Declarant as his/her true and lawful attorney-in-fact, coupled with an interest and irrevocable, for him/her and in his/her name, place and stead and for his/her use and benefit, to do the following:

A. to exercise, do, or perform any act, right, power, duty, or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever involving this Supplementary Declaration and the Property;

B. to sign, execute, acknowledge, deliver, and record any and all instruments which modify, amend, change, enlarge, contract, or abandon the terms within this Supplementary Declaration, or any part hereof, with such clause(s), recital(s), covenant(s), agreement(s), and restriction(s) as Declarant shall deem necessary, proper, and expedient, under the circumstances and conditions as may be then existing; and

C. to sign, execute, acknowledge, deliver, and record any and all instruments which modify, amend, change, enlarge, contract, or abandon the subdivision plat(s) of the Property, or any part thereof, with any easements and rights-of-way to be therein contained as the Declarant shall deem necessary, proper, and expedient under the conditions as may then be existing.

The rights, powers and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force upon recordation of this Supplementary Declaration in the Brazos County Clerk's Office and shall remain in full force and effect thereafter until after the Transition Date.

11.02 Further Development. During the Transition Date, each and *every* Owner, Resident and Member waives, relinquishes and shall not directly or indirectly exercise any and all rights, powers or abilities, and the Association shall not devote or expend any monies or personnel, regarding the following: to contest, object, challenge, dispute, obstruct, hinder or in any manner disagree with the proposed or actual development (including, without limitation, zoning or rezoning efforts or processes) pertaining to residential uses of any real property owned by the Declarant or by the affiliates, assignees or successors of the Declarant within a one-half mile radius of the Property.

11.03 Duration. The Covenants of this Supplementary Declaration shall run with and

bind the land subject to this Supplementary Declaration, and shall inure to the benefit of and be enforceable by the Association and/or Owner and Resident of any land subject to this Supplementary Declaration, their respective legal representatives, heirs, successors and assigns, for an original fifty (50) year term expiring on the fiftieth (50th) anniversary of the date of recordation of this Supplementary Declaration, after which time these Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the Owners of at least fifty-one percent (51%) of all Lots within this Subdivision and all the Subdivisions and recorded in the Official Records of Brazos County, Texas, which contains and sets forth an agreement to abolish these Covenants ; provided, however, no such agreement where approved by less than seventy-five percent (75%) of the Owners of all Lots within this Subdivision to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

11.04 Amendments.

A. By Declarant. Before the Transition Date, this Supplementary Declaration may be amended by the Declarant acting alone. No amendment by Declarant shall be effective until there has been recorded in the Official Records of Brazos County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the Secretary of the Association, certifying that the Declarant has the requisite number of votes. The lien of any recorded deed of trust or mortgage or deed of trust or mortgage granted or created by an Owner of a Lot is subordinate to this Supplementary Declaration and any and all amendments and/or restatements of this Supplementary Declaration and no signature by or consent of any such lienholder is required to effect such subordination.

B. By Owners. After the Transition Date, this Supplementary Declaration may be amended by the recording in the Official Records of Brazos County of an instrument executed and acknowledged by the President and the Secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least two- thirds (2/3) of the number of votes entitled to be cast pursuant to Section 3.02 hereof and by the Board.

11.05 Enforcement. Each Owner of each lot shall be deemed, and held responsible and liable for the acts, conduct, and omission of each and every Resident, Member, guest, and invitee affiliated with such Lot, and such liability and responsibility of each Owner shall be joint and several with their Resident(s), Member(s), guests, and invitees. The Payment and Performance Lien shall extend to, cover, and secure the proper payment and performance by each and every Resident, Member, guest, and invitee affiliated with each Owner. Each Owner may, upon appropriate application to and approval by the Association, impose greater or additional restraints and restrictions on the "good standing" qualifications of the Residents and Members of such Owner's Lot. Unless otherwise prohibited or modified by law, all parents shall be liable for any and all personal injuries and property damage proximately caused by the conduct of their children (under

the age of 18 years) within the Property. Enforcement of these Covenants may be initiated by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both, or enforcement of any lien created by these Covenants; but failure by the Association or any Owner to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association is specifically authorized (but not obligated) to enforce these Covenants. With respect to any litigation hereunder, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees, from the non-prevailing party.

11.06 Validity. Violation of or failure to comply with these Covenants shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may then be existing on any Lot. Invalidation of any one or more of these Covenants, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect.

11.07 Proposals of Declarant. The proposals of the Declarant, as set forth in various provisions hereinabove, are mere proposals and expressions of the existing good faith intentions and plans of the Declarant and shall not be deemed or construed as promises, solicitations, inducements, contractual commitments or material representations by the Declarant upon which any person or entity can or should rely. Nothing contained in or inferable from this Supplementary Declaration shall ever be deemed to impose upon any other land owned or to be owned by the Declarant, or any related entity, any covenants, restrictions, easements or liens or to create any servitudes, negative reciprocal easements or other interests in any such land in favor of any person or entity other than the Declarant. Declarant makes no representations of any kind or character concerning any land parcels adjoining the Property. Each prospective Owner should make his/her own investigation concerning those parcels and what impact, if any, same may have on the ownership, use and enjoyment of the Property.

11.08 Headings. The headings contained in this Supplementary Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Supplementary Declaration. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context requires otherwise. Examples, illustrations, scenarios and hypothetical situations mentioned herein shall not constitute an exclusive, exhaustive or limiting list of what can or cannot be done.

11.09 Notices to Resident/Member/Owner. Any notice required to be given to any Resident, Member or Owner under the provisions of this Supplementary Declaration shall be deemed to have been properly delivered when: (i) deposited in the United States Mail, postage prepaid, addressed to the last known address of the person who appears as the Resident, Member or Owner on the records of the Association at the time of such mailing; or when (ii) delivered by hand or by messenger to the last known address of such person within the Property; or when (iii) posted on the Association's bulletin board for at least thirty (30) consecutive calendar days.

11.10 Notices to Mortgagees. The holder(s) of a mortgage may be furnished with written notification from the Association of any default by the respective mortgagor/Member/Owner in the performance of such mortgagor's/Member's/Owner's obligation(s) as established by this Supplementary Declaration, provided that the Association has been theretofore furnished, in writing, with the correct name and address of such mortgage holder(s) and a request to receive such notification and a reasonable supply of self-addressed, stamped envelopes.

11.11 Disputes. Matters of dispute or disagreement between Owners, Residents, or Members with respect to interpretation or application of the provisions (excluding architectural matters) of this Supplementary Declaration or the Association Bylaws, shall be determined by the Board of Directors. Matters pertaining to architectural matters shall be determined by the Architectural Control Committee. These respective determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners, Residents, and Members.

11.12 Enforcement and Nonwaiver.

A. Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce any and all of the provisions of this Supplementary Declaration. Such right of enforcement shall include both damages for and injunctive relief against, the breach of any such provision.

B. Nonwaiver. The failure to enforce any provision of this Supplementary Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

C. Liens. The Association shall have the right, when appropriate in its judgment and subject to Chapter 209, Texas Property Code, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Supplementary Declaration.

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

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

Property.

11.15 Declarant's Right of First Refusal. This right is in effect for three (3) years after the original settlement date for the Lot from the Declarant to the First Purchaser. The provisions of this section only apply to unimproved lots and do not apply whatsoever to any lot on which there is a completed residential dwelling. In order that the Declarant may more effectively and carefully guide, control, coordinate and monitor the construction of residential dwellings within the Subdivision, prior to the commencement and completion of a residential dwelling and its appurtenant landscaping on a Lot, no Lot Owner (excluding the Declarant) may sell, transfer, lease, rent, devise, give, assign or in any other manner dispose of a fee or undivided fee interesting such Lot without first offering such fee interest to the Declarant, or otherwise obtaining the express written approval of the Declarant, in the manner hereinafter provided:

A. Any Lot Owner intending or proposing to sell, transfer, lease, rent, devise, give, assign or in any other manner dispose of a fee or undivided fee interest in a Lot (any and all such manners of disposition being referred to or considered hereinafter for convenience as "sale" or "sell") shall give written notice to the Declarant (sent to the address that is registered with the state) of such intention or proposal together with the terms and conditions of the sale and the name and address of the intended or proposed purchaser and such other information as the Declarant may reasonably require in connection with such transaction. The issuance of such notice to the Declarant shall constitute a warranty and representation by such Lot Owner that the proposal and purchaser are bona fide in all respects;

B. Declarant shall, upon receipt of the notice described above, have the exclusive right and option, exercisable at any time during a period of thirty (30) days from the receipt of said notice, to purchase or acquire the subject Lot for the original sales price amount and on the same terms and conditions as set forth in the original sale of the lot; and

C. If Declarant does not elect to exercise its first refusal option right hereunder, the Lot Owner shall be so notified in writing and shall be free to proceed with the sale of the Lot.

D. From and after the date of completion of a residential dwelling and its appurtenant landscaping on each lot, such lot, and the owner thereof, shall no longer be affected by the foregoing first right of refusal.

11.16 Existing Property. The residential Lots which are, and shall be, held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration within The Cottages are more particularly described as 18 single family lots, described as Williams Creek Lake Estates Phase 2C, Block 7, Lots 1-18, according to plat recorded in Vol. 16650, Page 10, Official Records of Brazos County, Texas.

11.17 Additions to Existing Property. Additional land(s) may become subject to this Supplementary Declaration, or the general scheme envisioned by this Supplementary Declaration, as follows:

A. The Declarant may (without the joinder and consent of any person or entity) add or annex real property additions to the scheme of this Supplementary Declaration by filing of record an appropriate enabling declaration, generally similar to this Supplementary Declaration, which may extend the scheme of the Covenants to such property. Provided further however, such other declaration(s) may contain such complementary additions and modifications of these Covenants as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept and purpose of this Supplementary Declaration.

B. In the event any person or entity other than the Declarant desires to add or annex additional Assessable Property and/or Common Property to the scheme of this Supplementary Declaration, such annexation proposal must have the express approval of the Board.

Any additions made pursuant to this Section 11.17, when made, shall automatically extend the jurisdiction, functions, duties, and membership of the Association to the properties added and correspondingly subject the properties added to the covenants of the enabling declaration. Upon any merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law or by lawful articles or agreement of merger, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law or by lawful articles or agreement of merger, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this Supplementary Declaration, together with the covenants and restrictions established upon any other properties, as one scheme.

11.18 Interpretation. The provisions of this Supplementary Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Supplementary Declaration.

11.19 Sole and Absolute Discretion. Notwithstanding anything herein to the contrary, whenever a party to this Supplementary Declaration is entitled to exercise its "sole and absolute discretion", such discretion is arbitrary, uncontrolled or unreasonable. Any party's exercise of its "sole and absolute discretion" shall be final and shall not be subject to appeal or be subject to adjudication by a court of law, arbitration, mediation, or otherwise. Except as otherwise expressly provided, whenever in this Supplementary Declaration Declarant has the right to approve or consent to a matter, such approval or consent may be given or withheld in Declarant's sole and

exercise of its "sole and absolute discretion" shall be final and shall not be subject to appeal or be subject to adjudication by a court of law, arbitration, mediation, or otherwise, except as otherwise expressly provided, whenever in this Supplementary Declaration Declarant has the right to approve or consent to a matter, such approval or consent may be given or withheld in Declarant's sole and absolute discretion.

11.20 Construction.

A. Restrictions Severable. The provisions of this Supplementary Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

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

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

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

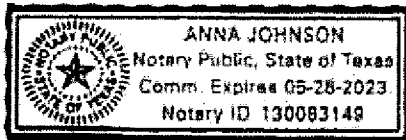
E. Choice of Law. This Supplementary Declaration shall be construed, governed and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 11th day of June 2021.


Name: James M. Johnson
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 1st day of June, 2021, by Janet M. Johnson, President of Williams Creek Lake Estates, Inc.





Notary Public, State of Texas

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
WILLIAMS CREEK LAKE ESTATES
SUBDIVISION - PHASE 1**

TABLE OF CONTENTS

ARTICLE I - DEFINITIONS	3
1.01 Annual Assessment	3
1.02 Approved Builder.....	3
1.03 Architectural Control Committee.....	3
1.04 Articles	3
1.05 Assessable Property	3
1.06 Association.....	3
1.07 Board.....	3
1.08 Bylaws.....	3
1.09 Central Appraisal District.....	3
1.10 Common Properties.....	4
1.11 Covenants.....	4
1.12 Declarant	4
1.10 Declaration	4
1.11 Deed.....	5
1.12 Dwelling Unit	5
1.13 Easement Area.....	5
1.14 Exempt Property.....	5
1.15 Fencing Guidelines	5
1.16 Fiscal Year	5
1.17 Improvement	5
1.18 Lot	5
1.19 Member	6
1.20 Owner.....	6
1.21 Payment and Performance Lien	6
1.22 Plans and Specifications.....	6
1.23 Property	6
1.24 Resident.....	6
1.25 Structure	6
1.26 Subdivision.....	6
1.27 Taxing Authorities	7
1.28 Trustee	7
1.29 Williams Creek Lake Estates Development.....	7
1.30 Williams Creek Homes	7
1.31 Zoning Ordinance	7
 ARTICLE II – ARCHITECTURAL CONTROL COMMITTEE.....	 7
2.01 Membership of Architectural Control Committee	7
2.02 Action by Architectural Control Committee.....	8
2.03 Advisory Members.....	8
2.04 Term.....	8

2.05 Declarant’s Right of Appointment.....8
 2.06 Adoption of Rules.....8
 2.07 Approved Builders.....8
 2.08 Architectural Control.....8
 2.09 Actions of the Architectural Control Committee.....9
 2.10 No Waiver of Future Approvals.....10
 2.11 Work in Progress.....10
 2.12 Non-Liability of Architectural Control Committee Members.....10
 2.13 Address.....10
 2.14 Variances.....10
 2.15 Governmental Agency Approval.....10
 2.16 Relationship with Association.....10

ARTICLE III – THE COTTAGES OF WILLIAMS CREEK LAKE ESTATES OWNERS

ASSOCIATION..... 11
 3.01 Organization.....11
 3.02 Membership.....11
 3.03 Voting Rights.....11
 3.04 Powers and Authority of the Association.....12
 3.05 Board of Directors.....13
 3.06 Maintenance.....13
 3.07 Common Properties.....13
 3.08 Association Powers.....14
 3.09 Agreements with City of College Station/Brazos County.....15
 3.10 Indemnification.....15
 3.11 Gated Community.....16

ARTICLE IV. - GENERAL RESTRICTIONS..... 17

4.01 Construction of Improvements.....17
 4.02 Antennas.....17
 4.03 Insurance Rates.....18
 4.04 Subdividing.....18
 4.05 Signs; Display of Religious Items.....18
 4.06 Rubbish and Debris.....19
 4.07 Noise.....19
 4.08 Lighting.....20
 4.09 Nuisance.....20
 4.10 Repair of Improvements.....20
 4.11 Alteration or Removal of Improvements.....20
 4.12 Roofing Materials.....20
 4.13 Solar Equipment.....20
 4.14 Driveway.....20
 4.15 Underground Utility Lines.....20
 4.16 Storm Water Management.....21
 4.17 No Pollution.....21
 4.18 Hazardous Activities.....21
 4.19 Mining and Drilling.....21
 4.20 Machinery and Equipment.....21
 4.21 Temporary Structures.....22

4.22	Unsightly Articles; Vehicles.....	22
4.23	Fences.....	22
4.24	Animals – Household Pets.....	22
4.25	Maintenance of Lawns and Plantings.....	23
4.26	Landscape Design.....	24
4.27	Construction and Sales Activities.....	24
4.28	Mailboxes.....	25
4.29	Sight Lines at Intersections of Streets.....	25
4.30	Garages.....	25
4.31	Room and Board Plans.....	25
4.32	Compliance with Provisions of this Supplementary Declaration.....	25
4.33	No Warranty of Enforceability.....	25
4.34	Lake Restrictions.....	25
4.35	Erosion Control.....	26
ARTICLE V.- RESIDENTIAL RESTRICTIONS		26
5.01	Residential Use; Unrelated Occupants; Rental	26
5.02	Outbuildings.....	27
5.03	Building Materials; Dwelling Size.....	27
5.04	Construction in Place	27
5.05	Setback Requirements.....	27
ARTICLE VI. – RIGHTS OF ENJOYMENT IN THE COMMON PROPERTIES		28
6.01	Easement	28
6.02	Extent of Members’ Easements	28
6.03	Restricted Action by Members	29
6.04	Damage to the Common Properties	29
6.05	Rules of the Board.....	29
6.06	Use of Common Properties	29
6.07	User Fees and Charges	30
6.08	Encroachments	30
6.09	Private Streets	30
ARTICLE VII.- COVENANTS FOR ASSESSMENTS		31
7.01	Assessments	31
7.02	Maintenance Fund.....	31
7.03	Regular Annual Assessments.....	31
7.04	Special Assessments.....	32
7.05	Owner’s Personal Obligation for Payment of Assessments.....	32
7.06	Assessment Lien and Foreclosure	32
7.07	Penalties for Violation of Restrictions	33
ARTICLE VIII. – INSURANCE; REPAIR; RESTORATION; COMMUNITY SERVICES ARRANGEMENT		33
8.01	Right to Purchase Insurance.....	33
8.02	Insurance and Condemnation Proceeds	33
8.03	Insufficient Proceeds.....	34
8.04	Community Services Arrangements	34

ARTICLE IX. - EASEMENTS 35

 9.01 Reserved Easements.....35

 9.02 Installation and Maintenance.....35

 9.03 Surface Areas.....36

 9.04 Drainage Easements.....36

 9.05 Blanket Easements.....36

ARTICLE X. - REGISTRATION 36

 10.01 Registration with the Association36

ARTICLE XI. – GENERAL PROVISIONS.....**37**

 11.01 Power of Attorney37

 11.02 Further Development37

 11.03 Duration38

 11.04 Amendments38

 11.05 Enforcement.....38

 11.06 Validity.....39

 11.07 Proposals of Declarant39

 11.08 Headings.....39

 11.09 Notices to Resident/Member/Owner.....40

 11.10 Notices to Mortgagees40

 11.11 Disputes.....40

 11.12 Enforcement and Nonwaiver40

 11.13 Assignment by Declarant40

 11.14 Exemption of Declarant41

 11.15 Declarant’s Right of First Refusal41

 11.16 Existing Property.....42

 11.17 Additions to Existing Property.....42

 11.18 Interpretation.....42

 11.19 Sole and Absolute Discretion.....42

 11.20 Construction.....42

**Brazos County
Karen McQueen
County Clerk**

Instrument Number: 1435153
Volume : 17085
ERecordings - Real Property

Recorded On: June 11, 2021 10:30 AM

Number of Pages: 49

" Examined and Charged as Follows: "

Total Recording: \$218.00

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

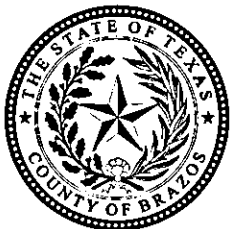
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 1435153
Receipt Number: 20210611000033
Recorded Date/Time: June 11, 2021 10:30 AM
User: Susie C
Station: CCLERK01

Record and Return To:

Simplifile
5072 NORTH 300 WEST
PROVO UT 84604



STATE OF TEXAS
COUNTY OF BRAZOS

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

Karen McQueen
County Clerk
Brazos County, TX