

U Title No. 2510508 FI

**CORRECTION OF  
DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, AND RESTRICTIONS  
OF  
ARROWHEAD VILLAGE**

This Correction of Declaration of Covenants, Conditions, Reservations, and Restrictions of Arrowhead Village is filed in place of the Declaration of Covenants, Conditions, Reservations, and Restrictions of Arrowhead Village filed on December 19, 2024 in Volume 19697, Page 151, Official Records of Brazos County, Texas to correct the signature line of Arrowhead Village Partners, LLC and to include the Exhibit "A" legal description that was omitted from the original filing.

STATE OF TEXAS           §  
COUNTY OF BRAZOS       §

This DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, AND RESTRICTIONS of Arrowhead Village, is made effective as of the 1st day of January, 2025, by Arrowhead Village Partners, LLC, a Texas limited liability company (hereinafter sometimes referred to as "AVP, LLC")

WHEREAS, AVP, LLC is the owner of all that certain tract of land in Brazos County, Texas, which tract is described on Exhibit "A", attached hereto and incorporated herein by reference, and

WHEREAS, AVP, LLC desires to create and provide for the development, improvement, and maintenance of the Subdivision (as defined below) for the mutual benefit and pleasure of the present and future property owners in such Subdivision, to protect and conserve the natural beauty of the Property (as defined below), and to protect the property values within such Subdivision by imposing upon and against all the designated lots therein the covenants, conditions, reservations, and restrictions, and other provisions hereinafter set forth;

NOW THEREFORE, the following restrictions, including without limitation restrictions, covenants, declarations, easements, limitations, charges, agreements, and conditions (hereafter collectively called the "Restrictions"), are hereby established and adopted to apply uniformly to use, occupancy, and conveyance of all the Lots in the Subdivision. Every contract, deed, or conveyance which may be hereafter executed with regard to any of the Property shall be conclusively deemed to have been executed, delivered, and accepted subject to the following covenants, conditions, reservations, and restrictions, even if the covenants, conditions, reservations, and restrictions are not set out in full and are not incorporated by reference in such contract of sale, deed, lease, or other transfer of and interest in such parcel.

**Article 1 – Definitions**

The following words when used in this instrument shall have the following meanings:

"ACC" – Shall mean the Architectural Control Committee, established under Article 2 of this Declaration, and its successors and assigns.

"Access Road" – Shall mean any road depicted on the Plat or other private or publicly-dedicated street, drive, road, alley, or thoroughfare.

"Architectural Guidelines" – Shall mean those particular standards, restrictions, guidelines, recommendations, and specifications promulgated by the ACC applicable to most of the aspects of construction, placement, location, alteration, maintenance, and design of any improvements to or with the Property, and all amendments, bulletins, modifications, supplements, and interpretations thereof.

"Assessment" – Shall mean and refer to the assessments levied by the Board pursuant to Article 6.

"Association" – Shall mean the non-profit association formed by AVP, LLC pursuant to Article 3 of this Declaration which has the power, duty, and responsibility of maintaining and administering certain portions of the Property and all of the Common Areas, administering and enforcing this Declaration, and otherwise maintaining and enhancing the quality of life and conserving the native beauty and plant and wildlife habitats within the Subdivision.

"AVP, LLC" shall mean and refer to Arrowhead Village Partners, LLC and any successor(s) and assign(s) of Arrowhead Village Partners, LLC, with respect to the voluntary disposition of all (or substantially all) of the assets and/or ownership interests of Arrowhead Village Partners, LLC, and/or the voluntary disposition of all (or substantially all) of the right, title, and interest of Arrowhead Village Partners, LLC in and to the Property. However, no person or entity merely purchasing one or more Lots from Arrowhead Village Partners, LLC in the ordinary course of business shall be considered a successor or assign of AVP, LLC for purposes of this Declaration.

"Board" – Shall mean and refer to the Board of Directors of the Association.

"Common Areas" – Shall mean any and all areas of land within the Property which are known, described, or designated as common areas, parks, playgrounds, sports facilities, conservation areas, recreational easements, floodway easement areas, ponds, detention facilities, landscaping, 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 Areas will also include:

- (a) Any and all public rights-of-way lands within the Property for which the City of College Station and Brazos County has required that AVP, LLC 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, trails, park areas, and quasi-governmental service facilities; and
- (b) Any and all facilities provided by AVP, LLC 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.

AVP, LLC may convey record title of easements to some or all of the Common Areas to the Association if, as and when deemed appropriate by AVP, LLC or as may be required by governmental officials, and AVP, LLC shall at all times have and retain the right to effect minor redesigns or minor reconfigurations of the Common Areas (particularly along the edges) and to execute any open space declarations applicable to the Common Areas 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.

"Declaration" – Shall mean this "Declaration of Covenants, Conditions, Reservations, and Restrictions", together with any and all amendments or supplements hereto recorded in the Official Records of Brazos County, Texas.

"Development Period" – Shall mean a period commencing on the date of the recording of this Declaration in the Official Records of Brazos County, Texas and continuing thereafter until and ending on the earlier to occur of:

- (a) Substantial completion of all development (including without limitation the completion and sale of all Lots to third parties) within the Property;
- (b) The twenty-fifth (25<sup>th</sup>) anniversary of the date of recordation of this Declaration in the Official Records of Brazos County, Texas; or

(c) The date determined by AVP, LLC to be the end of the Development Period

"Dwelling Unit" – Shall mean 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.

"Easements" – Shall mean those easements more particularly described in Article 7 of this Declaration.

"Fiscal Year" – Shall mean the fiscal year adopted by the Association, which will initially be January 1st through December 31st until changed by the Board.

"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.

"Lot" – Shall mean those Lots shown on a plat of all or a portion of the Property filed of record with the Clerk of Brazos County, Texas covering property made subject this Declaration after the date hereof in accordance with Section 8.08. The term "Lot" does not include the Common Areas or any portion thereof. In the case of a parcel of land within the Property, which has not been platted into Lots, the parcel shall be deemed to contain the number of Lots designated by AVP, LLC on the then current development plan for such parcel of land unless or until a different number of Lots is platted.

"Member" – Shall mean each Owner who is in good standing with the Association.

"Owner" – Shall mean the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot, or any part or interest therein, but shall not mean or refer to any mortgagee, under any applicable theory of mortgage, unless and until such mortgagee has acquired legal title pursuant to foreclosure or any proceeding in lieu of foreclosure. The term "Owner" shall further include any person or entity claiming title to any Lot or portion thereof by adverse possession, and any person or entity claiming interest in a Lot or part thereof under a contract of sale.

"Plat" – Shall mean the plat of the Property to be recorded in the Official Records of Brazos County, Texas, or any other plat recorded in the Official Records of Brazos County, Texas of all or any portion of the Property.

"Property" – Shall mean the real property described on Exhibit "A" and any other real property made subject to this Declaration after the date hereof in accordance with Section 8.08.

"Special Assessment" – Shall mean and refer to any assessment levied by the Board pursuant to Section 6.04.

"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 building, garage, outbuilding, porch, shed, greenhouse, bathhouse, cabana, coop or cage, covered or uncovered patio, swimming pool, play apparatus, clothesline, fence, curbing, paving, wall or hedge more than two (2) feet in height, signboard, 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 in any Waterway, wash, or drainage channel from, upon, or across any Lot;
- (c) Any enclosure or receptacle for the concealment, collection, and/or disposition of refuse; and
- (d) Any change in the grade of any Lot by more than six (6) inches from that existing at the time of initial construction approval by the ACCC.

"Subdivision" – Shall mean the Arrowhead Village Subdivision (sometimes also referred to as "Arrowhead Village"), to be developed on the Property pursuant to the plat(s) recorded in the Official Records of Brazos County, Texas, or such other subdivision(s) made subject to this Declaration after the date hereof in accordance with Section 8.08, as well as any and all revisions, modifications, corrections, or clarifications thereto.

"Supplemental Declaration" – Shall mean a separate declaration of covenants, conditions, and restrictions which is imposed on a portion of the property within the jurisdiction of the Association and which is administered by and may be enforced by the Association.

"Waterway" – Shall refer to any pond, stream, canal, or other body of water, including, without limitation, water channels of any classification whether perennial, intermittent, ephemeral, or man-made and watershed/drainage courses within or adjacent to the Property, whether or not such body of water continuously contains water. The ACC shall, in its sole and absolute discretion, make all determinations as to whether a body of water or water course constitutes a Waterway.

#### Article 2 – Architectural Control Committee

2.01: Membership of Architectural Control Committee. The Architectural Control Committee shall consist of at least one (1) and not more than four (4) 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 initial Voting Members of the ACC: Michael Schaefer, Sterling Morrison, and Cynthia Lacy. The ACC shall maintain records of the member appointments and its actions as a committee. In the event a member resigns or no longer serves for any reason, the remaining Voting Members shall select a replacement.

2.02: Action of 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 Voting 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: AVP, LLC's Rights of Appointment. During the Development Period, AVP, LLC shall have the right to appoint and/or remove all Voting Members of the ACC, which persons need not be drawn from Association Members. Notwithstanding the preceding sentence, AVP, LLC may delegate its right of appointment, or any portion thereof, to the Board of Directors of the Association (the "Board") by written instrument before such date. After the Development Period, 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: ACC Jurisdiction. No Structure, fence, or Improvement of any kind or nature shall be erected, placed, or altered on any Lot and no damming of Waterways or construction within seventy-five feet (75') (or such greater distance as determined by the ACC from time to time for particular Waterways) of a stream, channel, or Waterway shall occur until all plans and specifications for such construction have been submitted to and approved in writing by the ACC pursuant to Section 2.09 by a majority of its Voting Members, as to:

- (a) Quality of workmanship and materials, adequacy of site dimension, adequacy of structural design, and property facing of main elevation with respect to nearby streets in accordance with this Declaration and/or bulletins;

- (b) Minimum finished floor elevation and proposed footprint of the Structure, if applicable;
- (c) Conformity and harmony of the external design, color, type, and appearance of exterior surfaces and landscaping, if applicable;
- (d) Drainage impacts and solutions;
- (e) The observance of and compliance with applicable setback lines and Easements and the enhancement of aesthetic views and visual corridors to and from the Common Areas; and
- (f) The other standards set forth within this Declaration (and any amendments hereto), guidelines and bulletins issued by the ACC, or matters in which the ACC has been vested with the authority to render a final interpretation and decision.

The ACC is authorized and empowered to consider and review any and all aspects of construction, location, and landscaping, which may, in the reasonable opinion of the ACC, adversely affect the living enjoyment of one or more Owner(s) or the general value of the Property. The ACC may consider technological advances and changes in design and materials and such comparable or alternative techniques, methods, or materials that may or may not be permitted, in accordance with sole discretion of the ACC.

The ACC may require as a condition precedent to any approval of the final plans and specifications, that the applicant obtain and produce an appropriate building permit from the City of College Station, Texas and any other permits required by the governmental unit having jurisdiction over the proposed project. The ACC is also authorized to coordinate with the City of College Station in connection with the applicant's observance and compliance of the construction standards set forth in this Declaration. However, the mere fact that the City of College Station issues a building permit with respect to a proposed structure does not automatically mean that the ACC is obliged to unconditionally approve the plans and specifications. Similarly, the ACC's approval of any plans and specifications does not mean that the applicable building requirements of the City of College Station have been satisfied.

Each and every Owner and applicant shall use the respective best efforts to commence construction of all improvements approved by the ACC and the City of College Station, Texas (and any and all other applicable governmental agencies) within sixty (60) days after obtaining all necessary governmental approvals, therefor and thereafter diligently pursue the project through to completion.

2.07: Adoption of Architectural Guidelines and Rules by the ACC.

2.07.01: The ACC may from time to time publish and promulgate architectural standards, bulletins, or guidelines and/or lot information sheets that shall carry forward the spirit and intention of this Declaration. Such bulletin and lot information sheets shall supplement this Declaration and are incorporated herein by reference. Each Owner shall seek, obtain, and become thoroughly familiar with any and all architectural standards, guidelines, or bulletins and lot information sheets prior to acquisition of, and construction on, any Lot within the Subdivision. The ACC shall have the right, power, and authority to establish and prescribe architectural standards, guidelines, and bulletins pertaining to such items and topics as (but not necessarily limited to):

- (a) A site plan showing the footprint of the Structure(s) and Improvements, location of all existing trees and proposed improvements, including but not limited to, Structures, patios, driveways, parking areas, outbuildings, fences, and walls.
- (b) Exterior elevations of all proposed Structures and improvements.
- (c) A description and samples of exterior materials, colors, textures, and shapes of all Structures and Improvements.
- (d) Landscape plans, which shall include walkways, fences, walls, details, elevation changes, irrigation and watering systems, vegetation and ground cover, and the protection and preservation of trees and other existing and introduced vegetation.
- (e) Utility connections, including routing of electrical, gas, water, sanitary sewer, telephone, and cable lines.

- (f) Exterior illumination and location.
- (g) Dimensional floor plan of all enclosed spaces and any garages or parking areas.
- (h) Drainage impacts and solutions.
- (i) Such other matters as may be required by the then applicable zoning and building codes of the City of College Station.
- (j) The items described in Section 2.06 above and any other data or information requested or deemed reasonably necessary by the ACC.

Prior to acquiring any interest in a Lot, each prospective purchaser, transferee, mortgagee, and Owner of any Lot in the Subdivision is strongly encouraged to contact AVP, LLC, the Association, or the ACC to obtain and review the most recent Architectural Guidelines which will control the development, construction, and use of the Lot.

2.07.02: The ACC may adopt such procedural and substantive rules, not in conflict with this Declaration, as it deems necessary or proper for the performance of its duties, including but not limited to rules governing the submission and approval process for the construction of Structures and Improvements on a Lot, building codes, fire codes, housing codes, and other similar codes.

2.08: Review of Proposed Construction. Whenever in this Declaration the approval of the ACC is required, the ACC shall have the right to consider all of the construction plans and specifications, renderings, elevation sketches, surveys, and any other information requested by or supplied to the ACC for the Structure, Improvement, or proposal in question (collectively "Plans and Specifications") and all other facts that, in its sole discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of construction of any Structure or Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the ACC in accordance with Section 2.09 and any rules adopted by the ACC. Construction may not commence unless and until the ACC has approved in writing such Plans and Specifications in accordance with Section 2.09. The ACC shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain, or capable of more than one construction. The ACC may, in its review of Plans and Specifications and such other information as it deems proper, consider whether any proposed Structure or Improvement upon a Lot would unreasonably obstruct the view from other portions of the Property. The ACC may, but shall not be required to, disapprove any Structure or Improvement upon any Lot that would unreasonably obstruct the view from any other portion of the Property. No Structure or Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials, and similar features as to be incompatible with residential development within the Property and the surrounding area. The ACC shall have the authority to disapprove any proposed Structure or Improvement based upon the restrictions set forth in the preceding sentence. The ACC shall not be responsible for reviewing any proposed Structure or Improvement, nor shall its approval of any Plans and Specifications be deemed an endorsement, from the standpoint of structural safety, engineering soundness, or conformance with building and other codes not of its authorship.

2.09: Preliminary and Final Plan Submissions and Approval Process. All submissions of Plans and Specifications to the ACC should meet the requirements of this Section 2.09 and be made in accordance with the rules promulgated by the ACC for the submission and approval process. All submissions shall boldly state by cover letter and on the plans whether they are a submission of preliminary or final plans. A Lot Owner is not required to make a preliminary plan submission, but is encouraged to do so to avoid increased architectural and engineering fees. All submissions must be delivered to the ACC by certified mail, return receipt requested, hand delivery, or such other manner authorized by rule of the ACC.

2.09.01: Preliminary Plan Submission and Approval. The ACC is authorized to consider and comment on preliminary plans on an informal basis to assist Owners, developers, homebuilders, and prospective purchasers of the Lots in complying with this Declaration and any Architectural Guidelines and to assist in the completion of any feasibility studies undertaken by such persons or entities. The ACC shall have the right, however, to prescribe reasonable limitations concerning the time, effort, and expense likely to be involved in handling such matters on

an informal basis. The ACC may require an Owner to attend a regularly scheduled or special meeting of the ACC to review and discuss the preliminary plan submission.

- (a) Preliminary plans shall consist of the following and any other information required by the ACC from time to time, which may be submitted separately or simultaneously:
  - a. Plan/sketch/rendering of proposed development, including without limitation, the approximate location of all Dwelling Units, Fences, and other Structures; and
  - b. Elevation sketch of all Dwelling Units and other Structures. The sketch should include specific information regarding the construction materials to be used on the exterior of the Structures.
- (b) The ACC will review the preliminary plan submission(s) and provide a written notice to the owner to proceed with the final plan approval process or a written notice of the ACC recommendations that must be met before the preliminary plan approval will be granted.
- (c) If the ACC fails to approve or disapprove a preliminary plan submissions within fourteen (14) days after the actual date on which the submission is received, approval of the matters submitted shall be presumed. Review of the preliminary plans is provided as a courtesy to the Owners and is not binding on the ACC or the Owner.

**2.09.02: Final Plan Submission and Approval.**

- (a) Final detailed construction plans and specifications, elevations, a survey, and any other information required by the ACC from time to time ("Final Plan Submission") shall be submitted to the ACC for approval or disapproval. The ACC may request the submission of samples of proposed construction materials and other information necessary to evaluate the Final Plan Submission. The ACC may require an Owner to attend a regularly scheduled or special meeting of the ACC to review and discuss the Final Plan Submission.
- (b) At such time as the Final Plan Submission meets the approval of the ACC, one complete set of the Final Plan Submission will be retained by the ACC and another complete set will be marked "Approved" and provided to the Lot Owner or their designated representative. Any modification or change to any part of the approved Final Plan Submission must again be submitted to the ACC for its inspection and approval.
- (c) If found not to be in compliance with this Declaration, a set of the Final Plan Submission shall be returned marked "Disapproved", accompanied by a reasonable statement and explanation of items found not to comply with this Declaration.
- (d) If the ACC fails to approve or disapprove the Final Plan Submission within thirty (30) days after the actual date on which the complete submission and all information requested by the ACC is received, then the ACC approval shall be presumed.
- (e) The decision of the ACC shall be final and binding so long as it is made in good faith. A Lot Owner may request the ACC to reconsider a decision; however, a Lot Owner may only request reconsideration of ACC decisions no more than two (2) times in any twelve (12) month period.

**2.09.03: Delivery Address.** Submissions to the ACC shall be made in care of Cynthia Lacy, Arrowhead Village Partners, LLC, 2321 Arrington Road, College Station, Texas 77845, or in care of such other person at such other address as may be designated by the ACC from time to time.

**2.10: Actions of the ACC.** The ACC may, by resolution unanimously adopted in writing, designate one or two of its Voting 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 Voting Members of the ACC taken without a meeting, shall constitute an act of the ACC.

**2.11: 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 whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

2.12: Work in Progress. The ACC may, at its option, inspect all work in progress to insure compliance with approved Plans and Specifications.

2.13: Nonliability of ACC 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 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 an obstruction of the view from such Owner's Lot or Lots.

2.14: Certificate of Compliance. Upon completion of any Improvement approved by the ACC and upon written request by the Owner of the Lot, the ACC shall issue a Certificate of Compliance in a form suitable for recordation. The certificate shall identify the Lot, the Plans and Specifications pursuant to which the improvements were made, the use or uses to be conducted with respect to the improvements, and shall further specify that the improvements comply with the approved Plans and Specifications and that said Plans and Specifications are on file with the ACC. The certificate shall not be construed to certify the acceptability or sufficiency of, or endorsement by, the ACC of the actual construction of the Improvements or of the structural integrity, workmanship, or materials thereof. The Owner is hereby notified that the certificate in no way warrants, except as set forth above, the sufficiency or acceptability of or endorsement by, the ACC of the construction, structural integrity, workmanship, or materials of the Improvements. Preparation and recordation of such a certificate shall be at the expense of the Owner of the improved Lot.

2.15: Variances. Notwithstanding any other provision of this Declaration, in order to prevent undue hardship upon the Owner or Owners of any individual Lot or Lots upon the Property, variance from any restrictions set out in this Declaration may be granted by a unanimous decision of the ACC, so long as all other elements, materials, and locations of the proposed Improvements are otherwise in compliance with the terms of this Declaration and Architectural Guidelines promulgated by the ACC.

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

2.17: Relationship with Association. The ACC has been created pursuant to this Declaration to perform certain functions specified herein relating to the review and approval of Plans and Specifications for Improvements built on the Property. The ACC does not exercise the authority of the Board, and shall not do so unless and until:

- (a) The Board shall have duly appointed a majority of Board members to the ACC, and
- (b) 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.

2.18: Violation of Article 2. If any Structure or Improvement shall be erected, placed, or maintained on any Lot other than in accordance with Plans and Specifications approved by the ACC pursuant to Article 2.09, such Improvement shall constitute a violation of this Declaration. Upon written notice (the "Notice") from the ACC, any such Improvement shall promptly be removed or corrected so as to extinguish the violation. The ACC may approve a violation existing under the provisions of this Article 2 by issuing a written approval of the Improvement in question.

2.19: Remedy. If an Owner of a Lot upon which a violation exists does not:

- (a) Commence such curative action within fifteen (15) days from the date of the Notice to the applicable Owner and thereafter continue to diligently pursue such curative action until completed; and



- (b) Notify the ACC of the commencement of the curative action being taken within fifteen (15) days of such Notice to the Owner specifying the violation of this Declaration; then
  - a. The Association or the ACC may enter upon such Lot and take such steps as were specified in the Notice to extinguish the violation of this Declaration, or
  - b. The Association, the ACC, or any other Owner may pursue any remedies available hereunder or at law or in equity.
- (c) The cost of any curative action taken by the Association or the ACC shall be:
  - a. A binding, personal obligation of the Owner of the Lot upon which the violation exists;
  - b. Payable on demand; and
  - c. Secured by the lien granted in Article 6 below, on the terms and conditions set forth therein.

The generality of this Article 2 shall not be in any manner altered, affected, or diminished by the specific restrictions as to the type and location of certain Improvements, otherwise herein provided for.

**Article 3 – Arrowhead Village Homeowners Association(s)**

3.01: Organization. AVP, LLC has caused or will cause the formation and incorporation of one or more Associations, each as a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws and in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. It is contemplated that there will be one or more additional phases to the Subdivision. When that occurs, AVP, LLC may adopt this Declaration of Covenants, Conditions, Reservations, and Restrictions by reference but may make modifications or additions to it. In such event, the lot owners in said new phase may be made members of the same Association created for the Subdivision and therefore subject to all provisions and benefits set forth herein; provided, however, any modifications or additions by the new phase will take precedence as to that phase.

3.02: Membership. Each and every Owner of each and every Lot which is subjected to this Declaration shall automatically be, and must at all times remain, a Member of the Association in good standing. During the Development Period, the Association shall have two (2) classes of Members: Class A and Class B. The Class A Members shall be all Owners (other than AVP, LLC during the Development Period). The Class B Member shall be AVP, LLC. Any Owner or Member shall not be in "good standing" if such person or entity is:

- (a) In violation of any portion of this Declaration, or any rule or regulation promulgated by the Board;
- (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 Declaration, the Bylaws of the Association, or any rule or regulation promulgated by the Board.

If AVP, LLC develops further acreage under a common scheme or plan of development with the Subdivision, AVP, LLC 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.

3.03.01: During the Development Period, the two (2) classes of Members will have the following voting rights:

Class A: The Owner(s) of each Lot (other than AVP, LLC) shall be entitled to no votes.

Class B: The Class B Member shall have one (1) vote for each Lot it owns and one (1) vote per acre for unplatted land subject to this Declaration.

3.03.02: After the Development Period, there shall be one class of voting Members as follows: The Owner of each Lot shall be entitled to one (1) vote per Lot. In the event AVP, LLC owns unplatted land subject to this Declaration, AVP, LLC shall have one (1) vote per acre for unplatted land subject to this Declaration. Where more than one (1) Owner owns and holds a record fee interest in a Lot such Owner(s) may divide and cast portions of the one (1) vote as they decide, but in no event shall any one (1) Lot yield more than one (1) vote.

3.03.03: 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.

3.03.04: The Association may suspend the voting rights of any Member for any period during which an assessment or installment or an assessment remains delinquent as provided in Article 6 hereof or if a Member is in violation of any provision of this Declaration. This provision shall be enforceable in accordance with any and all State of Texas statutes, rules, or regulations in effect at the time, or as amended from time to time.

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 Declaration. It shall further have the power to do and perform any and all acts, which may be necessary or proper for, or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association, and the Board acting on behalf of the Association, shall have the following powers and authority at all times:

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

3.04.02: 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.

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

3.04.04: Assessments. To levy Assessments as provided herein.

3.04.05: 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 Declaration or Easements or for the purpose of erecting, maintaining, or repairing any Improvement to conform to the Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered 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 the Restrictions. The Association is also authorized to settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce the Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against AVP, LLC, its successors or assigns.

3.04.06: Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper for the operation of the Association.

3.04.07: 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.

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

3.04.09: Management. To engage a company to assist in the management of the Property. The Association shall be initially managed by an entity specializing in residential community association management. The initial entity to be retained to perform this task is: Schaefer Real Estate Group, LLC hereinafter "SREG".

3.05: Board of Directors. During the Development Period, the affairs of the Association shall be managed by a board of three (3) individuals elected or replaced by the Class B Member. However, after the Development Period, the Board shall consist of at least three (3) individual Directors elected by the Members. During the Development Period, the Directors need not be Members of the Association. After the end of the Development Period, Directors must be Members of the Association. The term of each Director shall be as stated in the Bylaws. After the Development Period, any vacancy which occurs in the Board, by reason of death, resignation, removal, or otherwise, a successor will be elected by the Members at a regular meeting or a special meeting called for such purpose.

3.06: Maintenance. The Association shall be authorized to landscape, maintain and repair Easements, rights-of-way, sidewalks, paths, trails, drainage facilities, detention ponds, and other areas of the Property, as appropriate.

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

3.07.01: To accept, own, operate, and maintain all Common Areas which may be conveyed, shown on the Plat, or leased to it by AVP, LLC, 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 AVP, LLC, and to maintain in good repair and condition all lands, improvements, and other Association property owned by or leased to the Association, whether by AVP, LLC or by other persons.

3.07.02: 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.

3.07.03: 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 Areas, whether or not improved, from AVP, LLC 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 AVP, LLC 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 AVP, LLC or the Association, as the case may be, but subject to the limitations imposed by this Declaration.

3.08: Association Powers. In addition to, and not in limitation of, the power and authority of the Association as set forth in Article 3.04 of this Declaration, the Association, acting through the Board, shall have the power and authority:

3.08.01: 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:

- (a) Parks, parkways, or other recreational facilities or structures;
- (b) Roads, streets, walks, driveways, trails, and paths;
- (c) Lines, cables, wires, conduits, pipelines, or other means of providing utilities;
- (d) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
- (e) Any similar public, quasi-public, or private improvements.

Nothing contained in this subparagraph, however, shall be construed to permit use or occupancy of any Common Area or improvement in a way that would violate applicable use and occupancy restrictions imposed by other provisions of this Declaration, or by any statute, rule, regulation, ordinance, or other law of any governmental entity, including but not limited to rules and orders of the Texas Water Development Board, Texas Commission on Environmental Quality, and any floodplain, industrial waste or other ordinance of the City of College Station, if applicable.

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

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

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

3.08.05: To construct new improvements or additions to Common Areas, subject to the approval of the ACC as required in this Declaration.

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

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

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

3.10: Telecommunications Services.

3.11: 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 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 Proceedings to the fullest extent permitted by the Texas Non-Profit Corporation Act, as amended and in effect from time to time. Such authorization

of indemnification shall be deemed to be mandatory and deemed to constitute authorization of indemnification and advancement of expenses to the fullest extent permitted by the Texas Non-Profit Corporation Act, as amended and in effect from time to time.

#### Article 4 – Restrictions

Each Lot conveyed by Declarant to an Owner shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

##### 4.01: Building, Construction, and Use Restrictions.

4.01.01: Design and Construction Approval. The design and construction of all Dwelling Units, Structures, Improvements, and fences on the Property must have the prior written approval of the ACC. The process and requirements for ACC approval are set forth in Article 2.

4.01.02: Square Footage, Height Requirements. Except as otherwise approved by the ACC, no Dwelling Unit shall be constructed on any Lot that has a heated living area of less than 2,800 square feet, exclusive of porches (open or covered), decks, garages, and carports. Except as otherwise approved by the ACC, no Structure constructed on any Lot shall exceed a height above ground level of forty (40) feet.

4.01.03: Driveways. All driveways on a Lot accessing an Access Road must have concrete surfacing. All driveways require a culvert over the borrow ditch. The culvert may be constructed entirely of reinforced concrete pipe or unexposed high-density polyethylene (HDPE) pipe with concrete end treatments. The size of the culvert pipe to be constructed on the driveway of a particular lot shall be as determined by the culvert sizing chart provided on the recorded of record Final Plat for the phase which the particular Lot is a part. All driveway surfaces shall be a minimum of four (4) inches of concrete.

4.01.04: Building Materials. Except as otherwise provided by the ACC, all Dwelling Units, Structures, and Improvements on a Lot shall be of recognized standard construction quality, and all finished exterior coverings of each Dwelling Unit (exclusive of doors, windows, and similar openings) shall be constructed of masonry, non-sheet materials or other materials specifically approved in writing by the ACC. Masonry includes brick, rock and all other materials commonly referred to in the College Station, Texas area as masonry. Non-sheet materials include wood shingles, solid hardwood siding, synthetic siding, fiber cement board or plank materials, and wood structures built of red wood, whole logs, and other quality rot resistant natural wood material. The following material percentage requirements shall apply to all Dwelling Units, Structures, and Improvements on a Lot:

- (a) For elevations substantially visible from an Access Road or Common Area: non-sheet materials shall not exceed twenty percent (20%) of the total area for that elevation.
- (b) For elevations not substantially visible from an Access Road or Common Area: non-sheet materials shall not exceed forty percent (40%) of the total area for that elevation.
- (c) The determination for "substantially visible" shall be at the sole discretion of the ACC.
- (d) The ACC, at its sole discretion, may approve or deny permits on any and/or all Dwelling Units, Structures, Improvements, elevation designs, or materials proposed.

4.01.05: Structures on Lot. Only one single-family Dwelling Unit and appurtenances thereto such as garages, outbuildings, barns, and the like, may be placed or constructed on each Lot. No garage on a Lot shall be oriented so that any overhead garage door(s) faces an Access Road. The ACC may, at its sole discretion, provide a variance to the orientation of any overhead garage door(s) under the following conditions:

- (a) If a hardship due to topography or other site feature exists;
- (b) If the location and quality of natural vegetation requires a unique site layout configuration; and/or
- (c) If vegetation exists or is newly placed to provide for adequate screening.

All proposed appurtenances (outbuildings, etc.) shall be placed or constructed in a manner consistent with the Association's current Outbuilding Guidelines and any other guidelines or regulations that are adopted by the Board and/or the ACC.

**4.01.06: Building Setbacks.** Unless otherwise approved by the ACC, no Structure or Improvement (except fences) may be located on any Lot nearer than the following building setback lines:

- (a) Front – fifty (50) feet from the front property line
- (b) Access Road Front/Rear – fifty (50) feet from the adjacent property line
- (c) Side – fifteen (15) feet from either side property line
- (d) Rear – twenty-five (25) feet from the rear property line

**4.01.07: Septic Systems.** No Dwelling Unit shall be built without a State of Texas, Brazos County, and/or other required governmental approved septic system.

**4.01.08: Antennas and Communication Devices.** 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 a Lot, which is visible from any Access Road, Trail, Common Area, or Dwelling Unit on another Lot. The ACC may require as much screen as possible while not substantially interfering with reception. AVP, LLC 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 three (3) feet in diameter. No transmitting antenna's mast may exceed the height of the center ridge of the roofline of a building. No MMDS antenna mast may exceed the height of the center ridge of the roofline of a building. AVP, LLC by promulgating this section 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 while not violating the Act.

**4.01.09: Storage of Building Materials.** No building materials of any kind or character shall be placed or stored upon any Lot more than thirty (30) days before construction of a Structure or Improvement is commenced, and then such materials shall be placed within the building setback lines as established above. At the completion of such Structure or Improvement, such excess or scrap material must be immediately removed from the Lot.

**4.01.10: Construction Debris.** No stumps, trees, underbrush, refuse of any kind, or scrap materials from Structures and Improvements being erected on any Lot shall be placed on any other Lot, Access Roads, or Common Areas.

**4.01.11: Utility Lines.** No utility Lines, including, but not limited to, wires or other devices for the communication or transmission of telephone signals or electric power, cable television, or any other type of line or wire shall be erected, placed, or maintained anywhere in or upon any portion of a Lot 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, except what has already been constructed by the City of College Station, City of Bryan, or Brazos County, prior to date hereof; 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.

4.01.12: Residential Gas Storage Tanks. Except as otherwise approved by the ACC, all tanks for the storage of gas, butane, propane, or oil shall be installed below ground level. The ACC shall have the right to approve the location of any other type of tank used on a Lot. All tanks shall be screened so as not to be visible from any other Lot, Access Road, or Common Area.

4.01.13: Completion of Construction. After commencement of construction of any Structure or Improvement, the work thereon shall be diligently prosecuted to the end that the Structure or Improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

4.01.14: Fencing. Refer to the Fencing Guidelines of the Association, and as amended from time to time.

4.01.15: Stormwater Management. Owners and their contractors shall be responsible for the management of stormwater 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, drainageways, and borrow ditches. During construction of a Dwelling Unit, Structure, Improvement, foundations, driveways, barns, landscaping, or any other construction requiring soil grading activities, Owners and their contractors and agents must use appropriate stormwater management measures, such as silt fencing or hay bales between the construction area and Waterways, drainageways, and borrow ditches. Final stabilization with seeding or mulch is required to minimize erosion following construction.

4.01.16: Tree Protection. Any live tree located on or within fifteen (15) feet of any driveway and within twenty (20) feet of the slab location of any Structure or Improvement on a Lot may be removed. All other tree removal shall be approved by the ACC at the time of site plan review.

4.02: General Restrictions.

4.02.01: Residential Use. Each Owner may use his Lot and the Dwelling Unit and other Improvements to his Lot for single family residential purposes only. As used in this Declaration, "single family residential purposes only" specifically prohibits, without limitation, any business use (whether for profit or not), commercial use or activity (whether for profit or not), industrial use, apartment homes, duplex houses, multi-family dwellings, hospitals, clinics, transient housing, hotels, motels, tourist home, rooming house, renting or leasing of a room(s) in the Dwelling Unit on a Lot, boarding house or Short Term Rentals (as defined in this Declaration) and such uses are expressly prohibited. No room(s) in the Dwelling Unit on a Lot and no space in any other structure on a Lot may be leased or rented, however, this section shall not preclude a Lot from being leased or rented in its entirety as a single residence to one (1) family or person in accordance with Section 4.02.22 of this Declaration. Only one single family residential dwelling and appurtenances ordinary to single family residential living are permitted on a Lot. Mobile homes and manufactured housing are not permitted on a Lot.

No Lot shall be made subject to any type of timesharing agreement, fraction-sharing, or any other type of agreement where the right to the exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of time. No Lot shall be used in a manner in which an Owner that is a business entity organized under the Texas Business Organizations Code or the statute of any other state allows the business entity's co-owner(s), organizer(s), manager(s), partner(s), member(s), shareholder(s), business associate(s) or guest(s) to live in the property for a time period that is less than one hundred eighty (180) consecutive days.

No Dwelling Unit, building, garage, outbuilding, or Structure on a Lot may be used as income property unless leased in accordance with this Declaration. Any use of a Lot or the Dwelling Unit on a Lot that requires that the Owner pay the State of Texas hotel occupancy tax (whether or not the tax is actually being paid) is a use of the Lot for non-single family residential purposes and constitutes a business use of the Lot in violation of this section. The

street address of a Lot shall not be used as the business/ activity address for a federal firearms license and the use of the street address of a Lot as the business/ activity address for a federal firearms license is a business use of the Lot in violation of this section.

Unless otherwise approved in writing by AVP, LLC during the Development Period and, thereafter, by the Board, not more than: (a) one (1) bona fide full time, live-in domestic worker; or (2) one (1) bona fide "nanny" is entitled to reside on a Lot.

This section shall not apply to any property owned by AVP, LLC, the Common Areas, any unrestricted reserves or reserves, or property designated for commercial development as shown on any Plat of the Property, or any amendment or supplement thereto.

4.02.02: No Noxious Use. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done which may be or become an annoyance or nuisance to other Owners or the Subdivision.

4.02.03: No Commercial Activities. Unless approved in writing by the ACC, no commercial activity of any kind shall be conducted on any Lot (excluding any portion of the Property owned by AVP, LLC). "Commercial activity" shall include but not be limited to, the offering for sale of any product or service, or the manufacture or growth of any product, for purposes of sale, without regard to whether such activities are conducted in or from a Dwelling Unit or otherwise. The ACC shall have the right and power to stop or restrict any such approved commercial activity if the ACC determines in its sole discretion that the business or activity is detrimental to the Subdivision.

4.02.04: Animal Restrictions. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot within the Subdivision for commercial purposes. No swine may be kept or maintained on any Lot. There will be no wild, exotic, or naturally undomesticated animals allowed to be caged or otherwise kept on any Lot. All poultry must be caged and must be kept no closer than fifty (50) feet of any Lot line. No animals, including dogs and cats, will be allowed to roam free in the Subdivision. In the event any animal creates a nuisance to the Subdivision in the sole and exclusive opinion of the ACC such animal will be removed from the Subdivision. The ACC shall have the right to enter and remove any such animal which is placed on any Lot in violation of this Section, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other sort in connection therewith, or arising from such removal. Each Lot shall be allowed no more than a total number of cats and dogs not to exceed four (4).

4.02.05: Signs. Refer to the Sign Guidelines of the Association, and as amended from time to time.

4.02.06: Disposal of Trash. No part of the Subdivision shall be used or maintained as dumping grounds for rubbish. Trash, garbage, or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All trash receptacles intended for routine trash service pickup shall be kept out of view of adjacent Lots or Common Areas when not in place for pickup. Trash receptacles shall be placed for pickup the morning of the scheduled pickup and removed by the end of the same day.

4.02.07: Neat and Clean Condition. Owners shall not permit the accumulation of trash, rubbish, weeds, or other unsightly obstacles on their Lots, Common Areas, or on the streets abutting the Lot. Each Owner shall be responsible for proper disposition of their trash and garbage. Owners must maintain all portions of their Lots visible from an Access Road, Common Area, or Dwelling Unit on another Lot in a neat and clean condition.

4.02.08: Drainage Maintenance. Owners shall be responsible for keeping Drainage Easements and Drainage Maintenance Easements free from obstructions and shall not permit fences or other obstructions to be placed in said easements. Owners shall also be responsible for stabilization of slopes in Drainage Easements and Drainage Maintenance Easements.



4.02.09: No Pollution. No act may be performed which is likely to pollute the air or water in any part of the Subdivision, nor may any Owner violate any federal, state, or local ordinance or regulation designed to eliminate pollution at that time in force.

4.02.10: Firearms. No firearms may be discharged in the Subdivision or on any Lot, Common Area, or roadway.

4.02.11: Oil/Gas Drilling and Mining. No oil or gas drilling, boring, development, refining, quarrying or mining operations of any kind shall be permitted on the surface of any Lot, nor shall any wells, tanks, tunnels, mineral excavations, or shafts be permitted on the surface of any Lot. No derrick or other structures designed for use in boring or drilling for oil, natural gas, or other mineral shall be erected, maintained, or permitted on any Lot. This paragraph does not prohibit the pooling of all or part of the Subdivision with other property for drilling of horizontal or slant hole wells, which do not interfere with the use of the surface of the Property.

4.02.12: No Vehicles in Common Areas. No motorized, including without limitation vehicles powered by electric, gasoline, diesel, propane, or hydrocarbon-fueled engines shall be used in the Common Areas, including without limitation, on any trails, and excluding any paved areas specifically designed for the parking or driving of automobiles; provided, however, AVP, LLC, and/or the Association may use motorized vehicles in Common Areas for the construction, maintenance, and repair of any improvements.

4.02.13: Lot Subdivision Restrictions. No Lot may be subdivided into smaller lots without the prior written consent of AVP, LLC. This provision does not apply to any portion of the Property owned by AVP, LLC.

4.02.14: Storage of 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 a Lot visible from an Access Road or another Lot for more than seventy-two (72) hours in a thirty (30) day period.

4.02.15: Streams, Channels, Creeks, Borrow Ditches, and Waterways. All Waterways, Drainage Easements, and Drainage Maintenance Easements are regulated by the Association through the ACC and may not be impacted by any activity of an Owner on his Lot without written approval of the ACC to be granted or denied in its sole and absolute discretion. No Owner shall impede, restrict, dam, or alter any Waterway. Some but not all of the restricted areas are reflected on the Plat(s) as Drainage Easements. Notwithstanding the foregoing, if a channel or Waterway exists with a visible high water mark that is not reflected to be subject to a drainage easement on the Plat, then the channel/Waterway shall be subject to the Drainage Maintenance Easement described in Section 7.03 below.

4.02.16: No Private Wells. The Subdivision is serviced by Wellborn Special Utility District (WSUD). Each Lot Owner desiring said water service shall be required to contract directly with WSUD. The cost of water, tap fees, membership fees, expansion reserve fees, installation fees, monthly use fees, and meters shall be subject to the fee schedule of WSUD and paid by the Lot Owner. No well, pump, shaft, casing, or other facilities for the removal of subsurface waters shall be placed or maintained on any Lot, and no boring, drilling, removal of, or exploration for, subsurface water or the injection of water or wastewater shall be conducted on any Lot.

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

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

4.02.19: 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 and complies with the Architectural Guidelines.

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

4.02.21: 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.

4.02.22: Leasing. The term "lease" as used herein means any type of agreement or arrangement which provides to a person(s) or entity(ies) other than the Owner of the Lot the use of and right to possess a Lot and/ or the Dwelling Unit on a Lot. A Lot and/or the Dwelling Unit on a Lot may be leased for single family residential purposes only. Single family residential purposes specifically prohibits leasing the Lot to more than one single family. Single family residential purposes requires the intent to occupy the Lot and the Dwelling Unit on the Lot for the entire term of the lease. A lease must be for a term of not less than one hundred eighty (180) consecutive days. A lease for a term of less than one hundred eighty (180) consecutive days is prohibited. Upon the end of a lease term of at least one hundred eighty (180) consecutive days, a new lease for a period of at least one hundred eighty consecutive (180) days is required, however, a "month-to-month" lease is allowed if the lessee(s) is the same person(s) who signed the original lease. The Association's Board of Directors does not have the authority to and will not approve or disapprove any lease.

A lease to persons who do not comprise a single family is prohibited. A lease must provide to the lessee(s) the exclusive right to use and possess the entire Lot and the entire Dwelling Unit situated on the Lot. An Owner may not lease a room or any portion less than the entire Lot and the entire Dwelling Unit on the Lot. The lessee(s) of a Lot is not permitted to sublease the Lot or the Dwelling Unit on the Lot or any portion thereof.

Short Term Rentals are expressly prohibited. A Short Term Rental is any type of lease, agreement, or arrangement which provides to a person or entity other than the Owner of the Lot the use of and the right to possess the Lot and/ or the Dwelling Unit on the Lot for less than one hundred eighty consecutive (180) days.

A lease must be in writing. Leasing the Lot and/ or the Dwelling Unit on a Lot does not relieve the Owner of the Lot from the obligation to comply with this Declaration and/or the Association's Dedicatory Instruments (as that term is defined by Texas Property Code Section 202.001(1) or its successor statute). All lessees are subject to this Declaration and the Association's Dedicatory Instruments. There may only be one lease for a Lot (including the Dwelling Unit on the Lot) at a time. Upon written demand from the Association, the Owner of the Lot must provide a true and correct copy of the lease to the Association within fourteen (14) business days of the date such request is mailed. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing a copy of the lease to the Association. Upon written demand of the Association, the Owner of the Lot must provide to the Association the name(s) and phone number(s) for all lessees of a Lot and/ or the Dwelling Unit on a Lot who have reached the age of at least eighteen (18) years within fourteen (14) business days of the date such request is mailed.

The Association may, after the notice required by law, if any, is given, levy a fine on the Owner of the Lot in the amount of five hundred and 00/100 dollars (\$500.00) per day for a violation of any term or provision of this Section 4.02.22. This fining provision supersedes any conflicting provision in any fining policy, if any, adopted by the Association.

In the event of a violation of this Section 4.02.22, the Association may exclude an Owner's tenant(s) or lessee(s) from vehicular access to any private street(s), if any, owned by or under the jurisdiction of the Association and any such tenant or lessee will not be given access to the Association's Common Areas.

It is not the intention of this Section 4.02.22 to exclude from a Lot or the Dwelling Unit on a Lot any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision will be interpreted to be as restrictive as possible to preserve as much of this provision as allowed by law.

The Association's Board of Directors may adopt any rules, guidelines, or policies necessary to further define, interpret and/or clarify this Section 4.02.22 and any such rules, guidelines, or policies will have the same force and effect as if stated in this Declaration.

**4.02.23: Establishment of Grass Groundcover.** All grass groundcover visible from an Access Road or Common Area shall be bermuda grass or zoysia grass. Each Owner shall be responsible for the establishment and irrigation of grass ground cover on their Lot. All areas not set aside as native vegetation or landscape bedding, including areas located between the property lines and roadway surfaces, shall have grass groundcover.

#### Article 5 – Rights of Enjoyment in the Common Areas

**5.01: Easement.** Subject to the provisions of Sections 5.02 through 5.07, 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 Areas, and such easement shall be appurtenant to and shall pass with every Lot, provided the conveyance and transfer is accomplished in accordance with this Declaration. All Owners in good standing with the Association shall have a non-transferable, non-exclusive privilege to use and enjoy all Common Areas for so long as they are Members in good standing with the Association.

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

5.02.01: The right of AVP, LLC or the Association to prescribe reasonable regulations and policies governing, and to charge reasonable expense reimbursements related to, the use, operation, and maintenance of the Common Areas;

5.02.02: Liens or mortgages placed against all or any portion of the Common Areas with respect to monies borrowed by AVP, LLC to develop and improve the Property or Common Areas or by the Association to improve or maintain the Common Areas;

5.02.03: The right of the Association to enter into and execute contracts with any party (including, without limitation, AVP, LLC 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 Declaration;

5.02.04: The right of AVP, LLC or the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;

5.02.05: The right of AVP, LLC 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 Areas to ultimately provide service to one or more of the Lots:

5.02.06: The right of AVP, LLC or the Association in accordance with the requirements of the Texas Property Code to suspend the right of any Member to use or enjoy any of the Common Areas 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 this Declaration exists, and otherwise for any period deemed reasonable by the Association for any infraction of the then-existing rules and regulations and/or Architectural Guidelines:

5.02.07: The right of AVP, LLC and/or the Association to dedicate or transfer all or any part of the Common Areas to any municipal corporation, public agency, governmental authority, or utility for such purposes and upon such conditions as may be agreed to by AVP, LLC and the Board; and

5.02.08: The right of AVP, LLC and/or the Association to grant permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes necessary for the proper operation of the Subdivision.

5.03: Restricted Actions by Members. No Member shall permit anything to be done on or in the Common Areas 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, rule, or regulation promulgated by the Board.

5.04: Delegation of Use: Damage to the Common Areas. Each Member shall have the right to extend his or her right of enjoyment to the Common Areas to the members of his or her family and to such other persons as may be permitted by the Association. An Owner shall be deemed to have made a delegation of all such rights to the tenant of any leased residence and such Owner shall not have the right to use the Common Areas during such tenancy. Each Member shall be liable to the Association for any damage to any portion of the Common Areas caused by the negligence or willful misconduct of the Member or his or her family, guests, and/or tenants.

5.05: 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 attorney's fees.

5.06: Use of Common Areas. 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, types of uses allowed in the Common Areas, and the supervision by attending adults of children. No person or entity (excluding AVP, LLC) shall use any portion of the Common Areas to:

- (a) Solicit, promote, or conduct business, religious, political, or propaganda matters;
- (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 permit and allow reasonable activities to occur on the Common Areas in accordance with rules and regulations deemed reasonable and appropriate by the Association.

5.07: 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 Areas and services that the Board determines to be necessary for the advancement, benefit, and welfare of the Owners. Examples (by way of illustration, and not limitation) of these special charges and fees would include: extraordinary utility consumption, additional security personnel for parties or special events, management overtime services, and additional insurance conditions or requirements. In establishing 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 this Declaration.

5.08: 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; result either in the Common Areas encroaching on a Lot or Dwelling Unit or in a Lot or Dwelling Unit encroaching on the Common Areas 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.

5.09: Private Streets. The entry gate, streets, and walking trails within the Property are "private" and constitute a portion of the Common Areas which are subject to the jurisdiction and administration by the Association. In addition to the other provisions appearing in 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, streets, alleys, and walking trails covering items such as (but not necessarily limited to):

- (a) Identification and entry programs for Owners, Members, residents, 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 Areas.

#### Article 6 – Funds and Assessments

6.01: 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 AVP, LLC. 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.

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

6.03: Regular Annual Assessments. Prior to the beginning of each Fiscal Year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration, including but not limited to the cost of all Common Area, rights-of-way, general maintenance, the cost of enforcing this 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 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 quarterly installments on or before the first day of each quarter, 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.

6.04: 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 Declaration. The amount and due date of any Special Assessments shall be at the reasonable discretion of the Board.

6.05: Owner's Personal Obligation 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 6.01 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 (5) percent 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.

6.06: Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section 6.05 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, 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 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.

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 quarter year until the end of the current year. Said dues will be paid to the Association or accumulated by AVP, LLC in the absence of an Association. Said funds will be utilized by AVP, LLC solely for maintenance of Common Areas 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.

The terms of this Article 6 are subject to the requirements of Texas Property Code, Chapter 209, as amended from time to time.

6.07: Capitalization Fee. Each purchaser of a Lot within the Subdivision, other than the Declarant, covenants and agrees to pay to the Association a capitalization fee, in an amount equal to \$2,500.00 (the "Capitalization Fee"). Such Capitalization Fee is payable to the Association at the closing of the transfer of title to a Lot and shall not be prorated. The Capitalization Fee is in addition to, not in lieu of, the Annual Assessment and shall not be considered an advance payment of an Annual Assessment or Special Assessment. The payment of the Capitalization Fee is secured by the continuing lien set forth herein and shall be collected in the same manner as the Assessments. The Capitalization Fee may be used by the Association for any purpose which, in the Association's sole discretion, is for the benefit of the Subdivision, including holding the Capitalization Fee in a reserve account for future use by the Association.

#### Article 7 – Easements

7.01: Drainage Easement. 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 Declaration and those shown on the Plat. There shall be no construction of improvements, temporary or permanent, in any drainage easement, except as may be approved in writing by the ACC. Collectively, the drainage easements shown on the Plat, if any, and the drainage easements defined in this Declaration shall be known as "Drainage Easements."

7.02: Blanket Easement. An easement is hereby retained in favor of the Association over all Lots and the Common Areas for the purpose of enforcing the Covenants in accordance with Section 8.13 hereof, and for the construction of a common cable television or other telecommunications 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. An entry upon any Lot or the Common Areas to effectuate the foregoing purposes shall not be deemed a trespass.

7.03: Drainage Maintenance Easement. An exclusive, twenty-five (25) foot easement or such greater easement area as may be determined by the ACC on the Plat is hereby retained in favor of AVP, LLC and the Association along either side of any creek, channel, tributary or other Waterway located on a Lot for the purpose of maintenance of Waterways and drainage ways on the Property. An entry upon any Lot by AVP, LLC or the Association to effectuate the foregoing purposes shall not be deemed as trespass. Neither AVP, LLC nor the Association shall be liable to any Owner for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the vegetation in the Drainage Maintenance Easement as a result of any activity reasonably related to the maintenance and operation of the drainage ways in the Drainage Maintenance Easement.

#### Article 8 – Miscellaneous Provisions:

8.01: Applicability. This Declaration is adopted as part of and, except as expressly provided herein, shall apply to each and every Lot in the Subdivision. This Declaration is equally for the benefit of all subsequent Owners of Lots in the Subdivision and accordingly, shall be covenants running with the land. Any Owner or lienholder of any of the Property or

the Association shall have the power to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation of this Declaration and to recover damages for any violation or attempted violation including, but not limited to, reasonable attorney's fees; provided, however, that this clause shall not restrict any governmental agency from acting to enforce any of the restrictions contained in this Declaration.

8.02: Term. The term of this Declaration shall be for a period from the filing of this instrument for record in Brazos County, Texas, until the 1st day of January, 2050, after such date this Declaration shall be automatically extended for successive periods of ten (10) years each, unless and until by instrument executed by the then record Owners of a majority of the Lots in the Subdivision and duly recorded in the Official Records of Brazos County, Texas, the Declaration is altered, rescinded, modified or changed, in whole or in part.

8.03: Mortgagee. Nothing contained in this document, nor any violation of any provision of this Declaration shall have the effect of impairing or affecting the rights of any mortgagee, or trustee under any mortgage or deed of trust, outstanding against all the Subdivision or any portion thereof.

8.04: Assignment of AVP, LLC Rights and Duties. Any and all of the rights, powers, duties, and reservations of AVP, LLC under this Declaration may be assigned by AVP, LLC to any person, which assumes all of the particular rights, powers, duties and reservations assigned. The easements and rights-of-way reserved by AVP, LLC in Article 7, may be assigned, transferred or terminated by AVP, LLC without notice. If AVP, LLC assigns its other rights, powers, duties and reservations under this Declaration, AVP, LLC shall: (a) Furnish notice to the Association; and (b) Notify all of the then Owners in any reasonable manner selected by AVP, LLC, including publication of such notice in a newspaper or newspapers circulated in Brazos County.

Upon the occurrence of such assignment and the giving of such notice, AVP, LLC (its employees, shareholders, directors, or officers) shall be released and relieved from any and all liability and obligations imposed upon it or them by this Declaration. Should AVP, LLC cease to exist without having assigned to any person all of the rights, powers, duties, and reservations of AVP, LLC contained in this Declaration, then all of such rights, powers, duties, and reservations of AVP, LLC shall automatically vest in the Association.

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

8.06: Deviations. AVP, LLC reserves the right to make minor deviations from the terms of this document to the extent permissible by law and consistent with the general plan for development as herein set out.

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

8.08: Enlargement or Reduction of the Property. At any time and from time to time, AVP, LLC shall have the right, without the joinder or consent of the Association or the Owners, to add additional property to the land then comprising the Property. As used herein, "Additional Property" shall mean and refer to lands now owned or hereafter acquired by AVP, LLC that AVP, LLC wishes to make subject to this Declaration.

The addition of the Additional Property or portions thereof to the Property shall be accomplished by the filing in the Official Records of Brazos County an instrument describing the Additional Property to be annexed and annexing such Additional Property so described to the Property, thereby imposing this Declaration, as amended from time to time with such additional modifications and additions described in such instrument, upon the Additional Property.



Upon the filing of such an instrument, the Additional Property shall become a part of the Property and the collected assessments applicable to all Lots, including similar assessments then applicable to the Additional Property, may be commingled by the Board and expended for the benefit of the Property, as enlarged, as determined by the Board. AVP, LLC may add Additional Property to the Property as many times as AVP, LLC, in its sole and absolute discretion, determines such additions may be in the best interests of the overall development of Arrowhead Village. Each Owner, by virtue of acceptance of any instrument conveying an interest in a Lot subject to this Declaration, acknowledges and agrees that the addition of Additional Property to the Property may result in an increase in the Assessments, a dilution of their ownership percentage of the Property and a concomitant reduction in their voting rights hereunder, and each Owner, by its acceptance of the instrument conveying an interest in a Lot, agrees to the provisions of this Section 8.08 permitting the adding of Additional Property to the Property. AVP, LLC shall have no obligation to impose this Declaration on any other land owned by AVP, LLC and nothing contained in this Declaration shall be deemed to create or give rise to any legal or equitable right, servitude, easement, or other interest in or to any other lands now owned or hereafter acquired by AVP, LLC, unless and until such lands are expressly made subject to this Declaration by virtue of the recordation of an instrument imposing this Declaration upon such land in accordance with this Section 8.08.

8.09: Amendment. During the Development Period, this Declaration may be amended by AVP, LLC without joinder or consent of any of the Owners. After the Development Period, this Declaration may be amended, but not terminated, by amendment approved by the Owners holding not less than sixty-six and two-thirds percent (66-2/3%) of the votes in the Association as of the first day of the month in which such amendment is made effective. Any amendment effective prior to January 1st, 2050, must also be approved by AVP, LLC if AVP, LLC owns any part of the Property, and AVP, LLC, in its sole and absolute discretion, may withhold its consent. Any termination or amendment to this Declaration shall be documented by an instrument signed and acknowledged by AVP, LLC if during the Development Period or, if after the Development Period, by the President and Secretary of the Association and AVP, LLC (if prior January 1st, 2050) setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least sixty-six and two-thirds percent (66-2/3%) of the number of votes entitled to be cast.

8.10: Failure to Enforce Covenants. The failure of AVP, LLC, the Association, the Owner of any Lot, or their respective legal representatives, heirs, successors and assigns, to enforce this Declaration or any portion thereof shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such other violation or breach occurring prior or subsequent thereto.

8.11: Covenants Do Not Create Reversion. No covenant herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

8.12: Relief for Violation or Breach. Damages shall not be an adequate remedy for any breach or violation of any provision hereof. Accordingly, any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction, specific performance, recovery of damages, or any other available relief either at law or in equity.

8.13: Enforcement of Covenants. Each Owner of each Lot shall be deemed, and held responsible and liable for the acts, conduct, and omission of each and every Member, guest, tenant, and invitee affiliated with such Lot, and such liability and responsibility of each Owner shall be joint and several with their guests, tenants, and invitees. The lien granted in Article 6 above shall extend to, cover, and secure the proper payment and performance by each and every Member, guest, tenant, 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 Members and residents 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. Any person who either: (a) Brings suit to enforce this Declaration and prevails therein; or (b) Otherwise incurs legal fees in enforcing the covenants contained in this Declaration, shall be entitled to recover court costs and reasonable attorney's fees from the person against whom the covenants are enforced.

8.14: Alteration of this Declaration. No change or conditions or circumstances shall operate to extinguish, terminate, or modify any of the provisions of this Declaration.

8.15: Assignment by the Association. The Association shall be empowered to assign its rights, or any part hereof, to any successor entity, and upon such assignment, the successor entity shall have those rights and be subject to those duties of the Association assigned thereby. The successor entity shall be bound by this Declaration to the same extent as the Association. Any such assignment shall be accepted by the successor entity under a written agreement pursuant to which the successor entity expressly assumes the duties and obligations of the Association thereby assigned. If for any reason the Association shall cease to exist without having first assigned its rights and obligations hereunder to a successor entity, the covenants, restrictions, easements, charges, and liens imposed by this Declaration shall nevertheless continue; and any Owner may petition a court of competent jurisdiction to have a trustee appointed for the purpose of organizing a nonprofit membership corporation and assigning the rights of the Association hereunder to said corporation with the same force and effect, and subject to the same conditions, as provided in this Section 8.15 with respect to an assignment by the Association to a successor entity.

8.16: Definition of "Titles". All titles or headings of the articles and sections herein are for the purpose of reference only and shall not be deemed to limit, modify, or otherwise affect any of the provisions hereof. All references to singular terms shall include the plural where applicable, and all references to the masculine shall include the feminine and the neuter.

8.17: Notices. Any notice given or required to be sent under the provisions of this Declaration shall be deemed to have been properly given when given in writing; and

- (a) Delivered personally;
- (b) Delivered to a reputable overnight delivery service providing a receipt; or
- (c) Deposited in the United States mail, postage prepaid, and registered or certified, return receipt requested, to the last known address of a person to whom notice is to be given.

The address for each Owner shall be at the Lot or Lots owned by such Owner unless the Owner furnishes written notice of another address to the party by giving a notice as provided herein. The effective date of any notice as provided herein (the "Effective Date") shall be the date of personal service, one (1) business day after delivery to such overnight service, or three (3) business days after being deposited in the United States mail, whichever is applicable.

8.18: Mutuality, Reciprocity, Runs With Land. All covenants, restrictions, easements, charges, and liens contained in this Declaration:

- (a) Are made for the direct, mutual, and reciprocal benefit of the Property and each Lot therein;
- (b) Shall create mutual, equitable servitudes and reciprocal easements upon each Lot, in favor of every other Lot (except as otherwise herein provided);
- (c) Shall create reciprocal rights and obligations between the respective Owners of all Lots and privity of contract and estate between all Owners of the Lots and their respective heirs, successors, and assigns; and
- (d) Shall, as to the Owner of each Lot and their respective heirs, successors, and assigns, operate as covenants running with the land, for the benefit of all other Lots, and the present and future Owners thereof.

The foregoing shall in no way create a mutual, equitable servitude or reciprocal easement with respect to the use restrictions.

8.19: No Warranty of Enforceability. While AVP, LLC has no reason to believe that any of the sections, terms, or provisions in this Declaration are or may be invalid or unenforceable for any reason or to any extent, AVP, LLC makes no warranty or representation as to the present or future validity or enforceability of any such sections, terms, or provisions. Any

Owner acquiring a portion of the Property shall not be entitled to do so in reliance on the enforceability or validity of any one or more of such sections, terms, or provisions of this Declaration and shall assume and does assume all risks of the validity and enforceability thereof and, by acquiring a portion of the Property, agrees to hold AVP, LLC harmless therefrom.

8.20: Time is of the Essence. In regard to the acts, duties, obligations, or responsibilities to be performed by any Member or Owner pursuant to this Declaration, time is of the essence as to such performance.

8.21: Maximum Interest Payable. In all events where interest is due and payable on any obligation pursuant to the provisions of this Declaration, the person to whom such payment is due shall never be entitled to receive, collect, or apply as interest on such indebtedness any amount in excess of the highest rate allowed by law. In the event the payee of such indebtedness ever receives, collects, or applies as interest any such excess, such amount which would be excessive interest shall be credited against the principal of the indebtedness and, if the indebtedness has been paid in full, any remaining excess shall forthwith be refunded to the payor thereof and, in such event, the payee shall not be subject to any penalties provided by law for contracting for, charging, or receiving interest in excess of the highest rate allowed by law.

8.22: Replatting. AVP, LLC shall have the right to replat or subdivide any Lots owned by it by recorded plat or in any other lawful manner.

8.23: Conflict. With respect to any Lot, in the event of a conflict between the terms of this Declaration and the Plat upon which the Lot is described, the most restrictive provision or standard shall apply.

8.24: Resale Certificate. No Owner, other than AVP, LLC, may transfer title to a Lot, together with the Improvements thereon, unless and until the Owner, the buyer, or the person to whom the Lot is being conveyed, has requested and obtained a resale certificate (as defined by Texas Property Code Section 207.001(5) or its successor statute) signed by a representative or authorized agent of the Association. The Association, or the Association's authorized agent, may charge a reasonable fee to prepare, assemble, copy, and deliver a resale certificate and accompanying information and/or any update to a resale certificate. The fee for a resale certificate or an update to a resale certificate shall be paid prior to the resale certificate or update being provided to the requesting party. If the fee for a resale certificate or an update to a resale certificate is not paid, such fee shall be secured by the Association's lien on the Lot being conveyed as such lien is described in Article 6, Section 5.06 of this Declaration and shall be collected in the same manner as delinquent assessments and other charges authorized by this Declaration are collected. This provision does not apply to an Owner who obtains an ownership interest in a Lot through a foreclosure proceeding.

8.25: Acknowledgement of Dedicatory Instruments. Each buyer or Owner of a Lot shall sign a document at the time of closing on the purchase of a Lot, or concurrent with obtaining ownership of the Lot, acknowledging that: (a) the buyer or Owner is aware that the Lot is encumbered by the Declaration; (b) the buyer is aware that the property is encumbered by additional Dedicatory Instruments (as that term is defined in Section 202.001(1) of the Texas Property Code or its successor statute) applicable to the Association; and (c) it is the buyer or Owner's responsibility to read and understand the Declaration and the applicable Dedicatory Instruments. If a buyer or Owner of a Lot does not sign the above-described acknowledgment document at the time of closing on the purchase of the Lot or concurrent with obtaining ownership of the Lot, the Association may, but is not required to, require that the Owner sign and return to the Association an acknowledgement document within fourteen (14) business days of the date the Association mails (including email) or delivers a written request to the Owner to provide the acknowledgment document. The failure of an Owner to provide the acknowledgment document upon demand of the Association in the time frame described herein is a violation of this Declaration. This provision does not apply to a mortgage holder who, or a taxing authority that, obtains an ownership interest in a Lot through a foreclosure proceeding. This provision does apply to a person or entity (not including a mortgage holder or taxing authority) that obtains an ownership interest in a Lot through a foreclosure proceeding.

Dated this the 2nd day of June, 2025.

ARROWHEAD VILLAGE PARTNERS, LLC  
a Texas limited liability company

By: [Signature]

Michael G. Schaefer, Manager

(ACKNOWLEDGMENT)

STATE OF TEXAS §  
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the 2nd day of June, 2025 by Michael G. Schaefer, Manager of Arrowhead Village Partners, LLC, a Texas limited liability company, on behalf of said LLC.



[Signature]  
Notary Public of the State of Texas

CONSENT AND SUBORDINATION BY LIENHOLDER

I, the holder of the lien on a portion of the Property, consents to the foregoing Declarations, Covenants, Conditions, Reservations, and Restrictions contained therein, and lienholder hereby subordinates its lien to the rights and interests of the Declaration, such that a foreclosure of the lien shall not extinguish the covenants, conditions, restrictions and easements contained in the Declaration.

CITY BANK

By: [Signature]

Kevin Marak, Senior Vice President

(ACKNOWLEDGMENT)

STATE OF TEXAS §  
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 2nd day of June, 2025, by Kevin Marak, Senior Vice President of City Bank, on behalf of said lending institution.



[Signature]  
Notary Public of the State of Texas

EXHIBIT A:

FIELD NOTES  
23.096 ACRES

Being all that certain tract or parcel of land lying and being situated in the S.W. ROBERTSON SURVEY, Abstract No. 202, Brazos County, Texas and being part of the called 43.820 acre tract described in the deed from Michael R. Bewley and wife, Kathy Gregory Bewley and Rick Brenneman to Arrowhead Village Partners, LLC recorded in Volume 18490, Page 219 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.T.) and all of Lot 1, Block 1, BEWLEY ADDITION, PHASE ONE according to the Final Plat recorded in Volume 9212, Page 33 (O.P.R.B.C.T.) and being further described in the deed from Michael G. Schaefer to MGS Services, Inc. recorded in Volume 12754, Page 159 (O.P.R.B.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the common southwest corner of this herein described tract and the called 43.820 acre Arrowhead Village Partners, LLC tract, said iron rod also marking the most westerly north corner of the called 60.00 acre College Station Independent School District tract recorded in Volume 18378, Page 268 (O.P.R.B.C.T.) and being in the east right-of-way of Arrington Road (width varies), from whence a found 1/2-inch iron rod marking the southwest corner of the called 60.00 acre College Station Independent School District tract bears S 02°46'47" E at a distance of 181.12 feet for reference;

THENCE: N 02°46'47" W along the east right-of-way of said Arrington Road for a distance of 834.00 feet to a found 1/2-inch iron rod marking the most westerly north corner of this tract, said iron rod also marking the southwest corner of the called 0.132 acre right-of-way dedication tract of said BEWLEY ADDITION, PHASE ONE;

THENCE: along the common line of this tract, the called 0.132 acre right-of-way dedication tract and said Lot 1, Block 1 for the following two (2) calls:

- 1) S 41°55'47" E for a distance of 39.58 feet to a 1/2-inch iron rod set for an interior corner of this tract, and
- 2) N 02°45'32" W for a distance of 249.32 feet to a 1/2-inch iron rod set for the common northwest corner of this tract and said Lot 1, Block 1, said iron rod also marking the northeast corner of the called 0.132 acre right-of-way dedication tract and being in the south line of the called 10.00 acre Evelyn Velma Arrington First Tract recorded in Volume 400, Page 544 of the Brazos County Deed Records (B.C.D.R.);

THENCE: N 88°14'52" E along the fenced common line of this tract, said Lot 1, Block 1, the called 10.00 acre Arrington First Tract and the called 9.82 acre Joyce Ann Tatge Tract 2 recorded in Volume 400, Page 549 (B.C.D.R.), at 272.39 feet, pass a found 5/8-inch iron rod marking the northeast corner of said Lot 1, Block 1 and the northwest corner of the called 43.820 acre Arrowhead Village Partners, LLC. tract, continue for a total

distance of 993.42 feet to a 1/2-inch iron rod set for the northeast corner of this herein described tract, from whence a found 1/2-inch iron rod marking the northeast corner of the called 43.820 acre Arrowhead Village Partners, LLC. tract bears N 88°14'52" E at a distance of 974.82 feet;

THENCE: into the interior of the called 43.820 acre Arrowhead Village Partners, LLC. tract for the following three (3) calls:

- 1) S 01°49'56" E for a distance of 738.75 feet to a 1/2-inch iron rod set for an exterior corner of this tract,
- 2) S 87°26'59" W for a distance of 128.47 feet to a 1/2-inch iron rod set for an interior ell corner of this tract, and
- 3) S 02°33'01" E for a distance of 285.76 feet to a 1/2-inch iron rod set for the southeast corner of this tract, said iron rod also being in the north line of the called 60.00 acre College Station Independent School District tract, from whence a found 1/2-inch iron rod marking the southeast corner of the called 43.820 acre Arrowhead Village Partners, LLC. tract bears N 86°30'25" E at a distance of 1,110.21 feet for reference;

THENCE: S 86°30'25" W along the common line of this tract and the called 60.00 acre College Station Independent School District tract for a distance of 876.58 feet to the POINT OF BEGINNING and containing 23.096 acres of land.

**Brazos County  
Karen McQueen  
County Clerk**

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**Instrument Number:** 1558271  
Volume : 19887

ERecordings - Real Property

Recorded On: June 02, 2025 03:35 PM

Number of Pages: 31

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**" Examined and Charged as Follows: "**

Total Recording: \$145.00

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

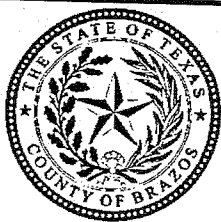
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 1558271  
Receipt Number: 20250602000156  
Recorded Date/Time: June 02, 2025 03:35 PM  
User: Thao C  
Station: CCLERK01

**Record and Return To:**

eRecording Partners



STATE OF TEXAS  
COUNTY OF BRAZOS

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

Karen McQueen  
County Clerk  
Brazos County, TX