

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
BONHAM TRACE SUBDIVISION**

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF BONHAM TRACE SUBDIVISION (the "Declaration"), is made effective on the date of filing of this instrument in the Official Records of Brazos County, Texas, by BONHAM TRACE, LLC, a Texas limited liability company, (hereinafter sometimes referred to as "Declarant");

WHEREAS Declarant is the owner of real property described in Exhibit "A", attached hereto and made a part hereof ("the Property"), and platted as a subdivision and developed as BONHAM TRACE (the "Subdivision");

WHEREAS Declarant desires to place certain restrictions, easements, covenants, conditions, stipulations and reservations upon and against the Property in order to establish a uniform plan for its development and improvement, and to ensure the preservation of such uniform plan for the benefit of both the present and future Owners of Lots (as defined herein) in the Property;

WHEREAS the purposes of this Declaration are to: protect the Declarant and the Owners against inappropriate development and use of Lots within the Subdivision; provide use, maintenance and repair of compatibility of design of improvements within the Subdivision; secure and preserve sufficient setbacks and space between buildings so as to create an aesthetically pleasing environment; provide for landscaping and the maintenance thereof; and in general to encourage construction of attractive, quality, permanent improvements that will promote the general welfare of the Declarant and the Owners. Declarant desires to impose these restrictions on the Property now and yet retain reasonable flexibility to respond to changing or unforeseen circumstances so as to guide, control and maintain the quality and distinction of the Subdivision project. The restrictive covenants herein will preserve the best interests of the Declarant and the Owners and Residents of the Subdivision after completion of all development and construction therein;

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the Property the following reservations, easements, restrictions, assessments, liens, covenants and conditions, which shall run with the land and title or interest therein, or any part thereof, and shall inure to the benefit of each Owner in the Property as a whole, whether or not set out in full or incorporated by reference in any deed or other instrument of conveyance.

**ARTICLE 1
DEFINITIONS**

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

1.01 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements on the Property.

1.02 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same may be amended from time to time.

1.03 Articles. "Articles" shall mean Certificate of Formation of Bonham Trace Owners Association, Inc., as that instrument may be amended from time to time, which instrument is filed in the office of the Secretary of State of the State of Texas.

1.04 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of the Declaration.

1.05 Association. "Association" shall mean Bonham Trace Owners Association, Inc., a Texas non-profit corporation, and its successors and assigns, which is designated as the representative of Owners in the Subdivision, whose membership consists of Owners, and manages and regulates the Subdivision for the benefit of the Owners.

1.06 Board. "Board" shall mean the Board of Directors of the Association. Board members may, but need not, be Members of the Association.

1.07 Bylaws. "Bylaws" shall mean the Bylaws of the Association as adopted by the Board, and from time to time amended.

1.08 Bonham Trace. In addition to the Property, Declarant, or Declarant's assigns, may create additional phases or sections of Bonham Trace, and adopt the same or similar restrictions, rules, and regulations for such phases or sections, and make the additional phases or sections subject to the Association.

1.09 Bonham Trace Residential Restrictions. "Bonham Trace Residential Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with the Bonham Trace Rules, Architectural Committee Rules and the Articles and Bylaws of the Association as the same are in effect from time to time.

1.10 Bonham Trace Rules. "Bonham Trace Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.

1.11 Common Areas. "Common Areas" shall mean any land conveyed, leased, dedicated or assigned by Declarant, or a third party with the Association's consent, to the Association for maintenance and operation, including, but not limited to, easements, roads, entryways, roadways, rights-of-ways, parkways, median strips, sidewalks, parks, trails, paths, ponds, creeks, and lakes within the Property.

1.12 Declarant. "Declarant" shall mean BONHAM TRACE, LLC, its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of BONHAM TRACE, LLC as Declarant, must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignments of the

rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.13 Development Period. "Development Period" shall mean a period during which Declarant reserves the right to facilitate the development, construction and marketing of Bonham Trace subdivision and reserves the right to direct the size, shape and composition of the Bonham Trace subdivision as provided herein. The Development Period commences on the date of the recording of the Declaration in the Official Records of Brazos County, Texas and continues thereafter until and ending on the earlier to occur of: (i) one year after the date ninety percent (90%) of the Lots that may be created on the Property are conveyed to Owners other than Declarant, or (ii) the date determined by Declarant to be the end of the Development Period.

1.14 Declaration. "Declaration" shall mean this instrument as it may be amended from time to time.

1.15 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, pole signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, walls, tanks, reservoirs, pipes, lines, meters, antennae, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.16 Lease. "Lease" shall mean a written document for a term of at least 90 days between an Owner and tenants occupying the Owner's Lot.

1.17 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a recorded plat of the Property, together with all improvements located thereon.

1.18 Member. "Member" or "Members" shall mean any person(s), entity, or entities holding membership rights to the Association.

1.19 Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

1.20 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

1.21 Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities, including Declarant, holding a fee simple interest in any Lot on the Property, but shall not include a Mortgagee.

1.22 Person. "Person" or "Persons" shall mean an individual or individuals, entity or entities having the legal right to hold title to real property.

1.23 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement,

including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

1.24 Property. "Property" shall mean the real property in Brazos County, Texas described in Exhibit "A", which is attached hereto and incorporated by reference into this Declaration, including all of the Common Areas shown the plats of the Property.

ARTICLE 2 DEVELOPMENT OF THE PROPERTY

2.01 Development or Sale by Declarant. Declarant may divide or subdivide the Property into several areas, develop some of the Property, and, at Declarant's option, sell any portion of the Property free of the restrictions set forth in this Declaration.

2.02 Addition of Land. Declarant may, at any time and from time to time, add any other lands to the Property, and upon such addition, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall apply to the added land, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as they are with respect to the lands originally covered by the Declaration. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Official Records of Brazos County, Texas, a Notice of Addition of Land containing the following provisions:

- A. A reference to this Declaration, which reference shall state the book and page numbers of the Official Records of Brazos County wherein this Declaration is recorded;
- B. A statement that the provisions of this Declaration shall apply to the added land; and
- C. A legal description of the added land.

2.03 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw areas from the Property, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein shall no longer apply to those lands withdrawn. In order to withdraw lands from the Property hereunder, Declarant shall be required only to record in the Official Records of Brazos County, Texas, a Notice of Withdrawal of Land containing the following provisions:

- A. A reference to this Declaration, which reference shall state the book and page numbers of the Official Records of Brazos County wherein this Declaration is recorded;
- B. A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and

- C. A legal description of the withdrawn land.

**ARTICLE 3
GENERAL RESTRICTIONS**

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

3.01 Construction of Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior approval of the Architectural Committee.

3.02 Antennas.

A. Antennas may be installed and maintained in an Approved Location unless installation in the Approved Location results in Unreasonable Delay, Unreasonable Cost Increase or Signal Impairment. If installation in an Approved Location results in Unreasonable Delay, Unreasonable Cost Increase or Signal Impairment, the Antenna may be installed and maintained elsewhere on the Lot and the Architectural Committee may require screening that does not result in Unreasonable Delay, Unreasonable Cost Increase or Signal Impairment.

B. Within five (5) days after installation of an Antenna, Owner shall notify the Association in writing that an Antenna has been installed. If Owner has not installed the Antenna in an Approved Location and the Association can demonstrate that no Unreasonable Delay, Unreasonable Cost Increase or Signal Impairment would have resulted from installation of the Antenna in an Approved Location, the Association may require the Owner, at Owner's cost, to move the Antenna to an Approved Location. If the Antenna could have been located in Approved Location without Unreasonable Delay or Signal Impairment but with Unreasonable Cost Increase, the Association may, at its expense, using an installer selected by the Association and after reasonable notice to Owner, move the Antenna to an Approved Location.

C. For purposes of this Section 3.02, the following are defined terms:

"Antenna" means any exterior antenna, aerials, satellite dishes or other apparatus (a) of one meter or less in diameter that is used to receive direct broadcast satellite service or to receive or transmit fixed wireless signals via satellite; (b) of one meter or less in diameter that is used to receive video programming services via multipoint distribution services or to receive or transmit fixed wireless signals via other than satellite; or (c) that is used to receive television broadcast signals.

"Approved Location" means that portion of a Lot which is not visible from any street, Common Area or other Lot and preferably: (a) in the rear or side yard of the Lot; and (b) mounted on a pole, the dwelling unit or other structure below the fence line or otherwise screened by a fence.

"Signal Impairment" means that the ability of an Antenna to receive or transmit acceptable quality signals from an Approved Location is precluded.

"Unreasonable Cost Increase" means the costs of installation, maintenance or use of an Antenna are unreasonably increased in light of the cost of the antenna and related equipment.

"Unreasonable Delay" means the installation, maintenance and use of the apparatus in the Approved Location is unreasonably delayed, such as by a preapproval or permit requirement.

3.03 Insurance Rates. Nothing shall be done or kept on the Property that 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.

3.04 Subdividing. No Lot shall be further divided or subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee.

3.05 Signs; Flags; Religious Item Displays. Owners may display on the Owner's Lot one or more (i) signs advertising a political candidate or ballot item for an election on or after the ninetieth (90th) day before the date of the election to which the sign relates or ten (10) days after that election date; (ii) church or school spirit signs; (iii) signs advertising the Lot for sale; (iv) security signs. Signs shall be ground-mounted and display only one sign for each candidate or ballot item. Any sign that contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative components, is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object, includes the painting of architectural surfaces, threatens the public health or safety, is larger than four (4) feet by six (6) feet, violates a law, contains language, graphics, or any display that would be offensive to the ordinary person, or is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists is prohibited. The Board may but is not obligated to remove a sign displayed in violation of this section. The Board may issue additional guidelines regarding the size, location, mounting, and duration of display of signs within the Subdivision.

Subject to this section, and approval by the Architectural Committee, Owners may display a flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces. The flag of the United States shall only be displayed in accordance with 4 U.S.C. Sections 5-10, which qualify the times and occasions for the flag's display, the position of the flag, and respect for it. The flag of the State of Texas shall only be displayed in accordance with Chapter 31 of the Texas Government Code. A flagpole attached to a dwelling or a freestanding pole is to be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling on the Lot. The

display of the flag, and its location and construction of the supporting flagpole shall comply with appropriate ordinances, easements and setbacks of record, and a displayed flag and flagpole on which it is flown shall be maintained in good condition. Any deteriorated flag or structurally unsafe flagpole shall be repaired, replaced or removed. A flagpole attached to the dwelling on a Lot may not exceed six (6) feet in height. A freestanding flagpole shall not exceed twenty (20) feet in height, measured from the ground base to the top of the flagpole. Illumination of permitted flags must be sub-surface and not exceed 200 watts, and positioned in a manner not directed toward and adjacent Lot. A flag displayed on a freestanding flagpole shall not be more than ten (10) feet in height, and a flag displayed on a flagpole attached to a dwelling shall be no more than three (3) by five (5) feet. No more than one of each permitted flags may be displayed on a flagpole at any time. Owners may not install flagpoles or display flags in the Common Area without the express written consent of the Association.

Subject to this section, and approval by the Architectural Committee, Owners may display or affix on the entry to the Owner's dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief. No religious item may individually or in combination exceed twenty-five (25) square inches, and shall not extend past the outer edge of the door frame of the dwelling. Notwithstanding the foregoing, the display or affixation of a religious item on an Owner's dwelling that threatens public health or safety, violates a law, or contains language, graphics, or any display that is patently offensive to a passerby is prohibited. This section does not authorize an Owner to use a material or color for an entry door or door frame, or make an alteration to the door or door frame of the Owner's dwelling that is not authorized by the Architectural Committee. The Association may but is not obligated to remove an item displayed in violation of this section.

3.06 Rubbish and Debris. No rubbish or debris of any kind shall be allowed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view so that it is not visible from any street, Common Area or Lot. Trash containers must be promptly returned to their enclosed structures or screening following trash pickup and in no event shall a trash container remain visible from any street, Common Area or other Lot overnight. If rubbish or debris accumulates upon any Lot in violation of this provision in the judgment of the Association, the Association may remove the rubbish or debris, and charge a special assessment to the Owner of the Lot for the costs of removal.

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

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

3.09 Nuisance and Lateral Support. No noxious or offensive activity or work shall be conducted upon any Lot so as to impair the structural soundness or integrity of any Improvement on any other Lot, or which may be or may become an annoyance or nuisance to the neighborhood.

3.10 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.

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

3.12 Roofing Materials. The surface of all roofs of principal and secondary structures shall be metal, shingle, wood shakes, tile, or dimension architectural quality or 3-tab composition shingles. The Architectural Committee shall have authority to approve other roof treatments and materials when in its determination such treatment and materials in the form utilized will not be a detriment to the quality of the neighborhood. Subject to this section, and approval by the Architectural Committee, Owners may install shingles that are designed to be wind and hail resistant, provide heating and cooling efficiencies greater and are more durable than those provided by customary composition shingles, and/or provide solar generation capabilities; however, when installed, they must resemble the shingles used or otherwise authorized for use on Improvements on Lots, and match the aesthetics of the neighborhood.

3.13 Solar Equipment. Subject to this section, and approval by the Architectural Committee within forty-five (45) days of submission of a plan, Owners may install solar energy devices on the roof of the dwelling or other permitted improvement on a Lot, or in a fenced yard or patio not taller than the fence line. As used in Section 202.010 of the Texas Property Code, "solar energy device" has the meaning assigned by Section 171.107 of the Tax Code, which defines the term as "a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated power the term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power A solar energy device is not permitted anywhere on a Lot except on the roof of the residential dwelling or other permitted structure on the Lot or in a fenced yard or patio within the Lot. A solar energy device may not extend higher than the dwelling's or other permitted improvement's roofline, and shall conform to the slope of the roofline, shall have a frame, support bracket, or visible piping that is a silver, bronze, or black tone commonly available in the marketplace, and shall be located on a roof as designated by the Architectural Committee, unless an alternate location increases the estimated annual energy production of the device by more than ten percent (10%) above the energy production of the device if located in the area designated by the Architectural Committee. For determining estimated annual energy production, the parties shall use a publicly available modeling tool provided by the National Renewable Energy Laboratory. A solar energy device located in a fenced yard or patio shall not be taller than or extend above the fence enclosing the yard or patio. A solar energy device shall not be installed on a Lot in a manner that voids material warranties. A solar energy device that,

as adjudicated by a court threatens the public health or safety, violates a law, or is located in the Common Area is prohibited. The Architectural Committee may not withhold approval if the guidelines of this section are met or exceeded, unless the ACC determines in writing that placement of the device as proposed constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The written approval of the proposed placement of the device by all Owners of property adjoining the Lot in question constitutes prima facie evidence that substantial interference does not exist. During the Development Period, Declarant may prohibit or restrict an Owner from installing a solar energy device.

3.14 Driveway. All driveways shall be constructed of concrete. The Architectural Committee shall have the right to impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads, streets or private driveways within the Property.

3.15 Tanks. The Architectural Committee shall have the right to approve the location of any tank used or proposed in connection with a single-family residential structure, including tanks for storage of fuel, water, oil or LPG and including swimming pool filter tanks. (No elevated tanks of any kind shall be erected, placed or permitted on any Lot). All tanks shall be screened so as not to be visible from any other portion of the Property.

3.16 Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on Improvements as approved in writing by the Architectural Committee, except what has already been constructed by the City of Bryan or Declarant prior to the date of this Declaration; 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 Architectural Committee. 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 Architectural Committee. Declarant has no duty to provide any particular utility service at any time, and makes no representation or warranty that cable, television, telephone, internet or specific utility providers will be available in the Property.

3.17 Drainage. Declarant is only responsible for drainage inside the Road Right of Ways. Declarant is not responsible for any drainage other than what is previously listed.

3.18 Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, and no open fires shall be lighted or permitted on a Lot except in contained barbecue units while attended and in use for cooking purposes, or within safe and well-designed (i) interior fireplaces, (ii) exterior fireplaces, or (iii) outdoor chimneys (or chimineas).

3.19 Mining and Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No well, pump, shaft, casing or other facilities for the removal of subsurface water shall be placed or maintained on any Lot, and no boring, drilling, removal or exploration for subsurface water or the injection of water or wastewater shall be conducted on any Lot.

3.20 Machinery and Equipment. Without the approval of the Association or Declarant, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Common Area except such machinery or equipment as is usual and customary in Brazos County, Texas, in connection with the use, maintenance, or construction of a private residence or appurtenant structures or recreational facilities maintained by the Association; provided, however, such machinery or equipment may be placed, operated or maintained by any governmental or quasi-governmental agency, or by any public utility, in the performance of its legitimate functions. All heating and air conditioning equipment must be located at the rear of the dwelling outside of the side lot setback or at the side of a dwelling not enclosed in the rear yard fence. No heating and air conditioning equipment will be located on the side of a dwelling within the rear yard fence.

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

3.22 Unightly Articles; Vehicles; Garage Doors. No trailer, recreational vehicle, tent, boat, or stripped down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the driveway or front yard, in front of the building line of the permanent structure, and same shall be kept, parked, stored or maintained on other portions of a Lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots or streets. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. Garage doors shall be kept closed at all times except for reasonable time periods when such doors are in use. The Association may establish rules and regulations regarding the definition of "reasonable time periods". Overnight parking of vehicles on the curb of any street is prohibited. No vehicle may be parked in the street in front of any Lot for a period of more than twelve (12) consecutive hours.

3.23 Parking and Prohibited Vehicles.

A. Parking. Vehicles shall be parked only in the garage or driveway serving a Lot, or in such other paved areas within the Common Areas which have been approved by the Board for parking vehicles. A maximum of two (2) occupant vehicles may be parked outside of the garage, if any, serving a Lot. For

purposes of this provision, a vehicle shall be considered an "occupant vehicle" if it is parked on a Lot four (4) or more hours per day, four (4) or more days in any seven (7) day period. The Board may authorize on-street parking on a temporary basis for visitors and guests, subject to reasonable rules and regulations. No garage shall be enclosed, modified or otherwise used so as to reduce its capacity for parking vehicles below that originally approved by the Architectural Committee unless alternative parking arrangements for enclosed parking are approved by the Architectural Committee; however, a builder may temporarily convert a garage into a sales or construction office, provided that it is converted back to a garage within thirty (30) days after cessation of construction and sale of new homes within the Properties by such builder. Garage doors visible from any street within the Properties shall remain closed except during ingress and egress or when the garage is actively being used by the Owner or occupant.

B. Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors (excluding vehicles with lettering or logos confined to the front door on each side), vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Properties except within enclosed garages. Vehicles that become inoperable while on the Properties must be removed within seventy-two (72) hours thereof. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Properties during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed by the Association.

3.24 Mobile Homes, Travel Trailers, Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time. No travel trailers or recreational vehicles may be kept on any Lot unless enclosed in a garage or parked so as not to be visible from adjoining property or public or private thoroughfares. In the event a travel trailer or recreational vehicle is not enclosed in a garage, the Architectural Committee must approve the location of its storage site. This restriction regarding travel trailers and recreational vehicles shall not apply to guests staying at any Lot for less than forty-eight (48) hours.

3.25 Fences.

A. No fence, wall, or hedge shall be built or maintained forward of the front wall line of the main dwelling, unless approved by the Architectural Committee, which approval may be granted or denied in its sole and absolute discretion.

B. No chain-link or barbed-wire fences may be built or maintained on any Lot.

C. Unless otherwise approved by the Architectural Committee or as provided below, any fence built or maintained on any Lot shall be constructed only of solid wood, masonry, or wrought iron or aluminum panels (dark brown or black), with the finished (smooth) side facing the streets, Common Areas, and/or adjoining properties which are not part of the Property. Metal fences must be accompanied by vegetative screening of a sufficient density to provide 100 percent opacity to a height of four (4) feet.

D. Declarant, in its sole and absolute discretion, may erect fencing on the boundary between any Lot and a Common Area, and the Owner of the Lot shall be responsible for maintenance and repair of the fence once erected using the same materials and workmanship used in the original installation.

3.26 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept or maintained on Lot. No domestic household pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets shall be allowed on the Property other than on the Lot of its Owner, except when confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation shall be allowed. No domestic household pet shall be allowed to run at large and all of such pets shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be constructed in accordance with Plans and Specifications approved by the Architectural Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property. No more than four (4) adult dogs and three (3) adult cats may be kept on a single Lot. All domestic household pets shall be kept in strict accordance with all local laws and ordinances.

3.27 Maintenance of Lawns and Plantings. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot cultivated, pruned, and free of trash and other unsightly material. Subject to Section 3.28 below, trees, shrubs, vines and plants that die shall be promptly removed. Declarant, the Association and the Architectural

Committee shall have the right at any reasonable time after giving not less than ten days' notice to Owner to cure any violation of this provision, to enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon, and to charge the cost thereof to the Owner of the Lot as provided in Section 5.04(E) below.

3.28 Landscape Design. All landscaping shall be designed in a manner acceptable to the Architectural Committee and so as to protect and promote, as far as practicable, the natural local landscape environment through use of native materials, natural drainage, indigenous plant selection, non-native plant selections that perform well in this region, and site design. All landscaping designs shall install live, growing sod covering the front and side yards within thirty (30) days of occupancy of any newly constructed residence on a Lot. Resident shall maintain such sod in a healthy and growing condition. No unenclosed landscaping structure, such as a pergola or trellis, may be constructed within the setback lines on the Lot or within any easements on the Lot.

3.29 Construction and Sales Activities.

- A. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property, or the sale of any Lot thereafter. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence The Improvements, and then the material shall be placed within the property lines of the Lot upon which the Improvements are to be erected and shall not be placed on the street or on any other part of the Property. In the event of any dispute regarding such matters, the Architectural Committee may grant a temporary waiver of the applicable provision, for a period of time to be determined by the Architectural Committee in its sole and absolute discretion. At such time as the Declarant ceases using any portion of the Property as a model home or sales office, the affected Property shall be altered and/or remodeled, if necessary or desirable, to comply with the covenants and restrictions contained herein.
- B. Site clearing or construction on any Lot within the Subdivision is not permitted without first obtaining Architectural Committee approval. Site clearing material must be transported in a covered truck. No burning of brush, trees, or trash is allowed in the Subdivision. Trash fires are not allowed in the Subdivision.

- C. Each construction site on a Lot must have a suitable trash receptacle. Building sites must be cleared of litter each day and stored in the trash receptacle for removal when full. Trash receptacles must remain covered at all times in order to prevent the trash from scattering in case of wind. The dumping of construction trash is not permitted within the Subdivision.
- D. Each construction site on a Lot must be furnished with at least one (1) portable toilet prior to any on-site construction. These toilets will be placed in an inconspicuous location, with the door facing away from any view from the adjacent street or residence. Clean and sanitary conditions are required for all toilets.

3.30 Mailboxes. No Lot shall have a mailbox on it. All mailboxes for U.S. Mail shall be located at cluster mailbox locations to be designated by the Architectural Committee.

3.31 Sight Lines. No fence, wall, hedge, or shrub planting which obstructs sight lines from streets on the Property shall be placed or permitted to remain on any corner Lot within the area defined by a line drawn between two points located forty (40') feet from the point of intersection of the street right-of-way property lines immediately adjacent to the Lot, as reasonably located by the Architectural Committee. Measurements shall be by chord, and not arc. No tree shall be permitted to remain within such areas, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

3.32 Garage Conversions. No garage or any portion thereof, may be constructed into enclosed living space unless an alternative garage of at least equal size is constructed and the Architectural Committee first approves the Plans and Specifications for conversion and construction in writing.

3.33 Common Areas. The Board may establish rules and regulations for use or prohibitions against use of the Common Areas from time to time. Stormwater detention areas or ponds of any type may not be used for recreational purposes unless designated for such use by the Board. The Common Areas

3.34 Leasing. Owners may lease a Lot to a tenant and additional occupants permitted by Section 4.08, so long as occupants are leasing the entire property and Improvements comprising the Lot and comply with the occupant restrictions contained in this Declaration. Leasing a residential dwelling for residential purposes shall not be considered a "business", provided the terms herein are satisfied. Leasing shall not permit short-term rentals for residential uses, parties or events. Examples of prohibited short-term rentals include but are not limited to (a) vacation rentals by owner (also known as "VRBO"), (b) rooming or boarding house uses, (c) "Airbnb" rental, (d) game-day housing, or (e) bed and breakfast rentals and such uses are prohibited. The term "game-day housing", as used herein, shall mean and refer to any situation understood to be temporary in relation to a Texas A&M University activity or event (such as graduation, Ring Day, football or

other sporting events, convocations or lecture series, by way of example and not limitation).

"Leasing", as used herein, is defined as a written agreement allowing occupancy of a Lot by any person allowed by Section 4.08, for which the Owner receives consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

"Short-term rentals", as used herein, is defined as a Lease to tenants temporarily (less than ninety (90) days) or where the tenants do not intend to make the Lot or improvement their primary residence.

All leases must be in writing and shall contain such required provisions as the Board may prescribe from time to time. All leases shall provide that they may be terminated in the event of a violation of the Declaration (as it may be amended from time to time) by an occupant or occupant's family, and the Board, in its sole discretion may require termination by the Owner and eviction of the occupant in such event. Rental or lease of the Lot and Improvements shall not relieve the Owner from compliance with the Declaration (as it may be amended from time to time).

It is not the intent of the provision to exclude from 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 the original provision as allowed by law.

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

3.36 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article 3 or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance upon one or more such restrictive covenants, terms or provisions shall assume all the risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold the Declarant harmless therefrom.

3.37 Front of Dwelling. Each dwelling will display an address plate in form approved by the Architectural Committee. All windows on the front of the dwelling will have interior blinds with slats of one inch or greater. No foil, cardboard, plastic or other material not expressly made for or commonly used by the general public for window coverings in a residential subdivision of the same caliber as the Subdivision may be installed in the front windows of the dwelling.

ARTICLE 4 RESIDENTIAL RESTRICTIONS

4.01 Residential Use. Excluding Common Areas or pavilion or clubhouse areas reserved or owned by the Declarant, or its assigns, all Lots shall be improved and used solely for residential purposes inclusive of a garage, fencing, and other such improvements as are necessary or customarily incident to residential use. No Owner shall occupy or use his Lot, or any Improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose, including religious, other than a private residence. All Lots within the Property shall be used and improved for single-family residential structures, with no more than one (1) residential dwelling unit per Lot. Anything herein to the contrary notwithstanding, any Lot may be used or improved for a greenbelt, open space or drain field purposes. No Improvement may be constructed upon any Lot that would unreasonably obstruct the view from any other portions of the Property, and the positioning of all Improvements upon Lots within the Property is hereby expressly made subject to Architectural Committee review. The Architectural Committee may, but shall not be required to, prevent or allow the construction of a proposed Improvement based upon the effect it will have upon the view from any particular Lot. The Architectural Committee may consider the effect the Improvement will have on the Property as a whole, it being expressly understood that neither the Architectural Committee nor the members thereof shall be liable to any Owner in monetary damages or otherwise due to the construction of any Improvement within the Property or the creating thereby of an obstruction to the view from such Owner's Lot or Lots.

4.02 Garages. No Lot shall have Improvements erected which do not provide for a minimum of a two-vehicle garage without Architectural Committee approval. No carports may be maintained on any Lot without Architectural Committee approval.

4.03 Accessory Building. No more than one (1) Accessory Building may be constructed on a Lot unless otherwise approved in writing by the Architectural Committee. The design, size and location of Accessory Buildings are subject to the prior written approval by the Architectural Committee. An Accessory Building may not exceed eight (8) feet in height or have total floor area in excess of 80 square feet without the approval of the Architectural Committee. "Accessory Building" shall mean a structure other than the main dwelling and includes detached garages, storage buildings, greenhouses, gazebos, tool sheds and pool houses.

4.04 Building Height. No Improvement greater than thirty-two (32') feet in height may be constructed on any Lot without the prior written approval of the Architectural Committee. For purposes of this paragraph, height shall be measured from the foundation slab of the proposed Improvement to the ridgeline of the roof of the proposed Improvement.

4.05 Building Materials; Dwelling Size; Roof. All single-family dwellings shall be of recognized standard construction quality, and all exteriors (exclusive of doors, windows and similar openings) shall be constructed as set out below. Chimneys on all dwellings shall be constructed of masonry materials; provided, however, chimney chases may be constructed of hardi-board siding. Masonry includes stucco, brick, rock and all other materials commonly referred to in the Bryan/Bryan, Texas area as masonry. Each residence shall include an enclosed attached or detached two (2) car garage or other structure sufficient to meet the requirements of Sections 3.22 and 4.04 above. Masonry does not include concrete hardi-board siding. Unless an exception is granted by the Architectural Committee, all single-family dwellings shall contain no less than the greater of 1000 square feet or the number of square feet of enclosed living space, exclusive of all porches (open or covered), decks and garages set out in the supplemental declaration for the applicable Phase. Roof gables in the front of the dwelling must have a pitch of 5:12.

4.06 Construction in Place. The use of prefabricated materials, including antique homes moved from other locations, shall be allowed only with the prior written approval of the Architectural Committee.

4.07 Setback Requirements. No building shall be located or erected nearer to any Lot line than the building line shown on the recorded plat of the Property subdivision section which includes such Lot.

4.08 Unrelated Occupants. All residents of the Improvements on a Lot except one (1) shall be related by blood, marriage or adoption within the second degree of consanguinity or affinity.

4.09 Home Offices. Notwithstanding anything contained in Section 4.01 to the contrary, an Owner may maintain a home office on its Lot, provided:

- A. The existence or operation of the business activity conducted from such office is not apparent or detectable by sight, sound or smell from outside the Lot;
- B. The conduct of business from such home office does not involve the regular visitation of the Lot by clients, customers, suppliers and other business invitees;

C. There is no designated parking area on the Lot to accommodate clients;
and

D. The Owner complies with all other regulations issued from time to time by the Association concerning home offices.

ARTICLE 5
BONHAM TRACE OWNERS ASSOCIATION, INC.

5.01 Organization. The Declarant has caused or will cause the formation and incorporation of the Association 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 or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.02 Membership. Any Person or entity upon becoming an Owner shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the property interest, which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with title to the said property interest.

5.03 Voting Rights. The right to cast votes and the number of votes which may be cast, for election of directors to the Board and on all other matters to be voted on by the Members shall be calculated as follows:

A. The Owner, whether one or more (including Declarant), of each Lot within the Property shall have one vote for each Lot so owned. In addition, Declarant shall have one vote for each lot reflected on the preliminary plats of the portions of the Property which have not been platted.

B. During the Development Period, in addition to the votes to which Declarant is entitled by reason of Subparagraph (A) of this Section, for every such vote, Declarant shall have three (3) additional votes. Thereafter Declarant shall only have votes if any, to which it is entitled under Subparagraph (A) of this section.

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

- A. Bonham Trace Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Bonham Trace Rules and Bylaws, not in conflict with this Declaration, as it deems proper to address any and all aspects of its functions. The Association shall have the authority to establish committees pertaining only to specific sections of Bonham Trace. Any committee, which elects to oversee a particular section, shall have the power to establish section rules, which shall apply only to sections over which the committee has oversight. Any such section rules may be more restrictive than the provisions hereof, but shall not be less restrictive.
- B. Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out Association functions.
- C. Records. To keep books and records of the Association's affairs.
- D. Assessments. To levy Assessments as provided in Article 7 below.
- E. Right of Entry and Enforcement. To enter at any time in an emergency, or in a non-emergency, after ten (10) days' written notice, without being liable to any Owner, upon any Lot and into any Improvement thereon for the purpose of enforcing the Bonham Trace Residential Restrictions or for the purpose of erecting, maintaining or repairing any Improvement to conform to the Bonham Trace Residential Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the work conducted thereon (i) shall be a personal obligation of the Owner of the Lot entered upon, (ii) shall be a lien upon the Lot entered on and Improvements thereon, and (iii) shall be enforced in the same manner and to the same extent as provided in Article 7 hereof for regular and special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the names of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Bonham Trace Residential 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 Bonham Trace Residential Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.
- F. Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper for the operation of the Association.

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

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

5.05 Landscape and Maintenance. The Association shall be authorized to landscape, maintain and repair easements, rights-of-way, common areas, entryways, sidewalks, paths, trails, detention ponds, lakes, waterfall pumps, irrigation equipment, water wells, entrance buildings, and other areas of the Property, as appropriate.

5.06 Common Areas.

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

i. To accept, own, operate and maintain all Common Areas which may be conveyed or leased to it by Declarant, together with any improvements of any kind or purpose located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association by Declarant; and to maintain in good repair and condition all lands, improvements, and other Association property owned by or leased to the Association, whether by Declarant or by other Persons.

ii. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon individual Members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

iii. To execute mortgages, both construction and permanent, for construction of improvements on property owned by or leased to the Association, and to accept lands in Common Areas, whether or not improved, from Declarant subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner deemed appropriate by the borrower, whether Declarant or the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien, as deemed appropriate by borrower, whether Declarant or the

Association, on the Improvements to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessment of Members, or otherwise, or any combination thereof, as may be deemed appropriate by Declarant or the Association, as the case may be, but subject to the limitations imposed by this Declaration.

B. In addition to, and not in limitation of, the power and authority of the Association as set forth in Section 5.04 of this Declaration, the Association, acting through the Board, shall have the power and authority:

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

- (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 Water Commission, Texas Commission on Environmental Quality ("TCEQ") and any flood plain, industrial waste or other ordinance of the City of Bryan.

ii. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association, or within city-owned parks, parkways, entrance ways, or street rights of way which the Association desires to maintain or pay for, in the best interest of the Association and the aesthetic appearance of the subdivision as a whole.

iii. 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.

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

v. To construct new Improvements or additions to Association properties, subject to the approval of the Architectural Committee as required in this Declaration.

vi. To enter into contracts with Declarant, other property owners associations with regard to other lands, and other persons, on such terms and provisions as the Board shall determine, to operate and maintain any of the Common Areas, to allow use by owners of land subject to the jurisdiction of other property owners associations, or to provide any service or perform any function on behalf of Declarant or the Association in connection with the purposes of the Association, on such terms as the Board may determine.

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

viii. To borrow funds from banks, private lenders or Declarant, for such amounts and on such terms as the Board, in its sole discretion, shall deem appropriate, for the purpose of carrying out the Association's powers, responsibilities, and obligations set out herein or otherwise permitted by law, and to secure such loans with assets of the Association as reasonably necessary to achieve the purposes of the Association. Such loans may be obtained to meet obligations of the Association when assessment or other funds are insufficient to meet necessary expenses, or to make capital improvements within the Common Areas.

5.07 Agreement with City of Bryan, State of Texas, and County of Brazos. The Declarant, as the agent of the Association, or the Association, may enter into one or more agreements (i) with the City of Bryan or State of Texas or Brazos County, with respect to (1) the landscaping and maintenance of portions of public streets, highways or rights of way, or (2) the dedication of any drainage basin, park or other common area within the property for municipal maintenance, or (ii) with the City of Bryan with respect to landscaping and maintenance of portions of utility easements. The Association shall

accept, without further requirement or documentation, said agreement and the requirements and benefits associated therewith, for any agreement reached by the Declarant.

5.08 Indemnification. The Association shall indemnify any director, officer, or member of a committee duly appointed pursuant to the Articles or Bylaws who by reason of the fact that such person is or was a director, officer or member of such a committee of the Association was, is, or is threatened to be made, a named defendant or respondent in (i) any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative, or investigative, (ii) any appeal in such an action, suit, or proceeding, and (iii) any inquiry or investigation that could lead to such an action, suit, or proceeding (hereinafter a "Proceeding"), and against all judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with any such Proceeding to the fullest extent permitted by the Texas Non-Profit Corporation Act, as amended and in effect from time to time. Such authorization of indemnification shall be deemed to be mandatory and deemed to constitute authorization of indemnification and advancement of expenses to the fullest extent permitted by the Texas Non-Profit Corporation Act, as amended and in effect from time to time.

ARTICLE 6 ARCHITECTURAL COMMITTEE

6.01 Membership of Architectural Committee. The Architectural Committee shall consist of not less than two (2) and not more than three (3) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Voting Members deem appropriate. The following persons are hereby designated as the Voting Members of the initial Architectural Committee: Chandler Arden, Thomas Pack and Bryan Reece.

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

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

6.04 Term. Each member of the Architectural Committee 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.

6.05 Declarant's Rights of Appointment. During the Development Period, Declarant, its successors or assigns shall have the right to appoint and remove all Voting Members of the Architectural Committee, which persons need not be drawn from Association

Members. Notwithstanding the preceding sentence, Declarant may delegate its right of appointment, or any portion thereof, to the Board by written instrument before such date. After the 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 Architectural Committee, 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.

6.06 Adoption of Rules. The Architectural Committee 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 a building code, a fire code, a housing code, and other similar codes.

6.07 Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, the Architectural Committee shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts that, in its sole and absolute discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefore shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. Upon receipt of all necessary information, the Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other related duties assigned or authorized by this Declaration, including at its option inspection of construction in progress to assure its conformance with previously approved Plans and Specifications. The Architectural Committee 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 Architectural Committee may, in its review of Plans and Specifications and such other information as it deems proper, consider whether any proposed Improvement upon a Lot would unreasonably obstruct the view from other portions of the Property. The Architectural Committee may, but shall not be required to, disapprove any Improvement upon any Lot that would unreasonably obstruct the view from any other portion of the Property. No 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 Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural

Committee shall not be responsible for reviewing any proposed 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 or other codes not of its authorship. Slab foundations shall be concrete with adequate fill, moisture density relationships and saturation curves for specific gravity as may be established by the Architectural Committee, and verified by a registered engineer.

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

6.09 No Waiver of Future Approvals. The approval or consent of the Architectural Committee 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 Architectural Committee, 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.

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

6.11 No Liability for Architectural Committee Members. Neither the Architectural Committee 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 Architectural Committee's duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its members, as the case may be. Neither the Architectural Committee nor any member thereof shall be liable to any Owner due to the construction of any Improvements within the Property, or the creation thereby of any obstruction of the view from such Owner's Lot or Lots.

6.12 Address. Plans and Specifications shall be submitted to the Architectural Committee in care of Chandler Arden, 9200 Whitney Court, Bryan, Texas 77845, or in care of such other person at such other address as may be designated by Declarant or the Board, as the case may be, from time to time.

6.13 Failure to Act. In the event the Architectural Committee or its designated representative fails to approve or disapprove any Plans and Specifications within ten (10) days after the same have been submitted to it, complete with all other information

requested by the Architectural Committee in connection with such submission, approval shall be assumed.

6.14 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 Architectural Committee in a written instrument to be duly acknowledged, if and when such a variance shall ever be granted.

6.15 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 Improvements on any Lot.

6.16 Relationship with Association. The Architectural Committee 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 Architectural Committee does not exercise the authority of the Board and shall not do so unless and until (i) the Board shall have duly appointed a majority of Board members to the Architectural Committee, and (ii) the Board shall by unanimous resolution, duly recorded in the records of the Association, make the Architectural Committee a committee of the Board in accordance with the Texas Non-Profit Corporation Act.

ARTICLE 7 FUNDS AND ASSESSMENTS

7.01 Assessments.

A. The Association may from time to time levy Assessments against each Lot whether or not improved in order to promote the health, recreation, safety and welfare of the residents in the Subdivision, to fund the operating expenses of the Association and to improve and maintain the Common Areas. A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

B. Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.

C. 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 or Commercial Lot against which the Assessment falls due.

D. Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Association to secure the Assessments. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

E. Any Assessment not paid within ten (10) days after it is due is delinquent.

F. The lien granted and reserved to the Association is subordinate to: (i) any lien granted by an Owner against a Lot not prohibited by the Texas Constitution; and (ii) any lien granted by an Owner against a Lot for purposes of financing the acquisition of or the improvements on such Lot. The foreclosure of a superior lien extinguishes the Association's lien as to Assessments due before the foreclosure.

7.02 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this 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.

7.03 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 the Bonham Trace Residential Restrictions, including but not limited to the cost of all entry ways, landscaping, greenbelts, common areas, median strip, and right-of-way maintenance, the cost of enforcing the Bonham Trace Residential Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's funds. Assessments sufficient to pay such estimated note expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

7.04 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under this Declaration. The Board may assess special Assessments against certain groups of Lots as the Board designates from time to time.

The amount and due date of any special Assessments shall be at the reasonable discretion of the Board.

7.05 Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments provided for herein shall be the personal and individual debt of the owner of the Lot covered by such assessments. Except as otherwise provided in Section 7.01(A) hereof, no Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from due date thereof (or if there is no such highest rate, then at the rate of 1-1/2% per month), together with all costs and expenses of collection, including reasonable attorney's fees.

7.06 Remedial Rights.

A. *Late Charges and Interest.* A late charge of \$25.00 is assessed for delinquent assessments. Delinquent Assessment accrue interest at the rate of 12% per year. The Board may change the late charge and the interest rate in its sole discretion.

B. *Costs, Attorney's Fees and Expenses.* If the Association complies with all applicable notice requirements, an Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent Assessments, foreclosing the Association's lien, and enforcing the Governing Documents.

C. *Foreclosure and Enforcement.* The Association may foreclose the Association's lien judicially or by Expedited Foreclosure Proceedings, pursuant to the provisions of Section 209.0092 of the Texas Property Code and Texas Rules of Civil Procedure Rules 735 and 736 (and any successor statutes), bring an action against an Owner to collect delinquent Assessments, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.

D. *Remedy of Violations.* 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 for the purpose of erecting, maintaining or repairing any Improvement to conform to this Declaration, and the expense incurred by the Association in connection with the entry upon any Lot and the work conducted thereon (i) shall be a personal obligation of the Owner of the Lot entered upon, (ii) shall be a lien upon the Lot entered on and Improvements

thereon, and (iii) shall be enforced in the same manner and to the same extent as provided in this Article 7 hereof for regular and special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the names of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of this Declaration. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce this Declaration; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

E. Suspension of Rights. If an Owner violates the Governing Documents, the Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured.

F. Damage to Property. An Owner is liable to the Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

ARTICLE 8 EASEMENTS

8.01 Reserved Easements. All dedications, limitations, restrictions, and reservations shown on any plat covering all or any portion of the Property and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most effectively, efficiently and economically developing and marketing the Property.

8.02 Installation and Maintenance. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in the case of drainage easements, which may change the direction or flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Neither Declarant nor any utility company using the easements herein or

referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants to shrubbery, trees, lawns or flowers or other property of the Owners situated on the land covered by said easements.

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

8.04 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee thereon require. Each Owner further covenants not to disturb any trees or other vegetation within the drainage easements as defined in this Declaration and 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 Architectural Committee.

8.05 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 Bonham Trace Residential Restrictions in accordance with Section 5.04(E) hereof, and for the construction of a common cable television system, a common sprinkler system, maintenance of landscaping, or any other item for the common benefit of the Owners. An easement is further granted for the purpose of repairing and maintaining any such system so constructed. An entry upon any Lot or the Common Areas to effectuate the foregoing purposes shall not be deemed as trespass.

8.06 Common Area.

A. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Association to (i) suspend an Owner's rights under the Governing Documents; and (ii) grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes.

B. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Governing Documents.

C. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Improvement on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

**ARTICLE 9
MISCELLANEOUS**

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2050, unless amended as herein provided. After December 31, 2050, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended as provided in Section 9.03 below or terminated by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property then subject to this Declaration, and filed of record in the Official Records of Brazos County, Texas.

9.02 Dissolution. Upon termination of this Declaration in accordance with Section 9.01 above, the Association shall be dissolved. In the event of any such dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to any appropriate public agency to be used for purposes similar to those of the Association with respect to the Common Areas. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

9.03 Amendment.

A. By Declarant. During the Development Period, this Declaration and any Supplemental Declaration may be amended by the Declarant, acting alone. No amendment by Declarant shall be effective until there has been recorded in the Official Records of Brazos County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment.

B. By Owners. After the Development Period, this Declaration may be amended by the recording in the Official Records of Brazos County of an instrument executed and acknowledged by the President and Secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least fifty-one percent (51%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof.

9.04 Notices. Any notice permitted or required by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association

for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

9.05 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed, governed and enforced under the laws of the State of Texas. Except as otherwise provided herein, this Declaration controls over the other Governing Documents.

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

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

9.08 Enforcement and Nonwaiver.

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

B. Nonwaiver. The failure to enforce any provision of the Bonham Trace Residential Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

9.09 Construction.

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

- B. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine, and neuter.
- C. Sole and Absolute Discretion. Notwithstanding anything herein to the contrary, whenever a party to this Declaration is entitled to exercise its "sole and absolute discretion", such discretion may be exercised by that party for any reason or for no reason, whether such discretion is arbitrary, uncontrolled or unreasonable. Any parties' exercise of its "sole and absolute discretion" shall be final and shall not be subject to appeal or be subject to adjudication by a court of law, arbitration, mediation, or otherwise.
- D. Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles.
- E. Deadlines on Business Day. If any deadline in this Declaration should fall on a Saturday, Sunday or a Texas or federal holiday, such deadline shall automatically be extended to the next business day.
- F. Choice of Law. This Declaration shall be construed in accordance with the laws of the State of Texas.
- G. Corrections. The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of the 23rd day of March, 2022.

DECLARANT:

BONHAM TRACE, LLC

By:

Chandler Arden

Name:

Chandler Arden

Title:

Manager

STATE OF TEXAS

§
§
§

COUNTY OF BRAZOS

This instrument was acknowledged before me on this 23 day of March, 2022, by Chandler Arden, Manager of Bonham Trace, LLC, and in the capacity herein stated.

Hannah Teague
Notary Public, State of Texas

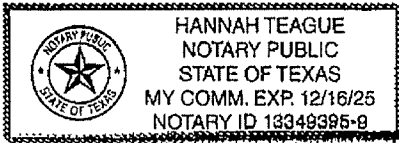
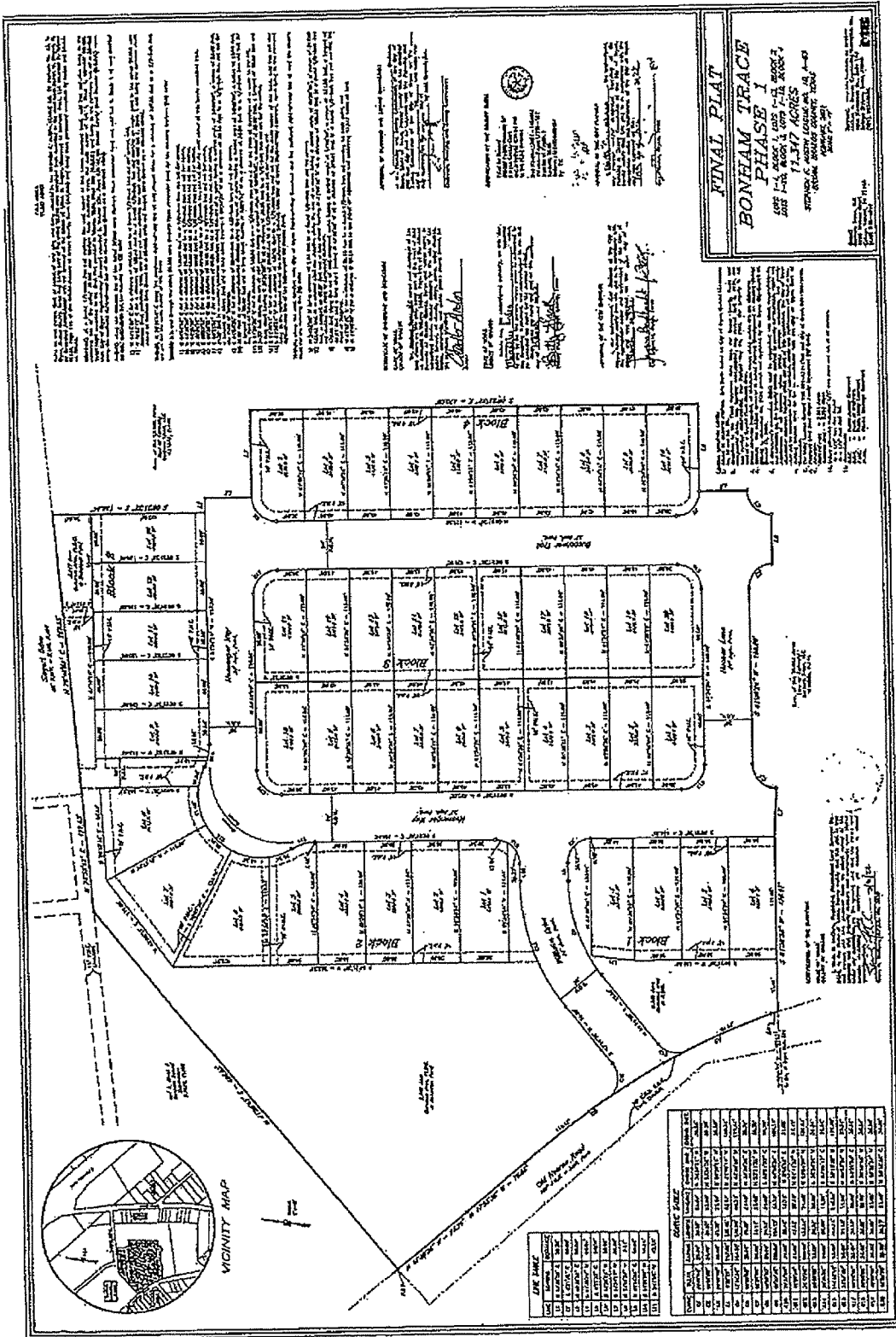


Exhibit "A"

1464051 Page 1 of 1 03/10/2022 4:14PM Karen McQueen, Brazos County Clerk Vol: 17779 Pg: 197



**Brazos County
Karen McQueen
County Clerk**

Instrument Number: 1465465
Volume : 17812
ERecordings - Real Property

Recorded On: March 23, 2022 01:29 PM

Number of Pages: 36

" Examined and Charged as Follows: "

Total Recording: \$166.00

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

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

File Information:

Document Number: 1465465
Receipt Number: 20220323000142
Recorded Date/Time: March 23, 2022 01:29 PM
User: Susie C
Station: CCLERK09

Record and Return To:

Simplifile
5072 NORTH 300 WEST
PROVO UT 84604



STATE OF TEXAS
COUNTY OF BRAZOS

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

Karen McQueen
County Clerk
Brazos County, TX