

## Office of the Secretary of State

April 25, 2018

Watson Law Firm L.L.P.  
1450 Copperfield Parkway, Suite 300  
College Station, TX 77845 USA

RE: HOA of Autumn Ridge  
File Number: 802999464

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created nonprofit corporation.

Nonprofit corporations do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>. For information on state tax exemption, including applications and publications, visit the Comptroller's Exempt Organizations web site at <http://window.state.tx.us/taxinfo/exempt/index.html>. Information on exemption from federal taxes is available from the Internal Revenue Service web site at [www.irs.gov](http://www.irs.gov).

Nonprofit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the involuntary termination of the corporation. Additionally, a nonprofit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its certificate of formation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section  
Business & Public Filings Division  
(512) 463-5555  
Enclosure



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

HOA of Autumn Ridge  
File Number: 802999464

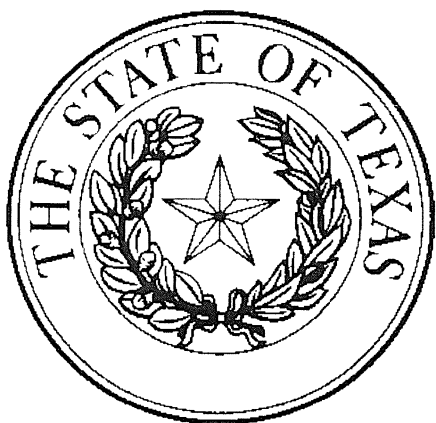
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/19/2018

Effective: 04/19/2018



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos  
Secretary of State

Corporations Section  
P.O. Box 13697  
Austin, Texas 78711-3697



Secretary of State

Phone: 512-463-5555  
Fax: 512-463-5709  
Dial 7-1-1 For Relay Services  
[www.sos.state.tx.us](http://www.sos.state.tx.us)

### PLEASE NOTE:

The enclosed certificate is your official certificate of filing, which can be used as evidence of filing.

If you would like a file-stamped copy of the document you submitted, you may obtain it by contacting the certifying section in one of the following ways:

Email: [corpcert@sos.texas.gov](mailto:corpcert@sos.texas.gov)  
Phone: (512) 463-5578  
Fax: (512) 463-2512  
Mail: P.O. Box 13697, Austin, TX 78711

OR

You may access the documents through our online system SOSDirect. A statutorily authorized \$1.00 search fee will be assessed. The search fee is waived if an order or filing is submitted on results of the search. For instructions on how to order online, please email [copies@sos.texas.gov](mailto:copies@sos.texas.gov).

**Form 202**  
 (Revised 05/11)  
 Submit in duplicate to:  
 Secretary of State  
 P.O. Box 13697  
 Austin, TX 78711-3697  
 512 463-5555  
 FAX: 512/463-5709  
 Filing Fee: \$25



This space reserved for office use.

**Certificate of Formation  
 Nonprofit Corporation**

**FILED**  
 In the Office of the  
 Secretary of State of Texas  
 APR 19 2018  
 Corporations Section

**Article 1 - Entity Name and Type**

The filing entity being formed is a nonprofit corporation. The name of the entity is:

HOA of Autumn Ridge

**Article 2 - Registered Agent and Registered Office**  
 (See instructions. Select and complete either A or B and complete C.)

A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

<u>Alton</u>		<u>Ofczarzak</u>	
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>

C. The business address of the registered agent and the registered office address is:

<u>4060 State Highway 6 South</u>	<u>College Station</u>	<u>TX</u>	<u>77845</u>
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

**Article 3 - Management**

The management of the affairs of the corporation is vested in the board of directors. The number of directors constituting the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting of members or until their successors are elected and qualified are as follows:

*A minimum of three directors is required.*

Director 1				
<u>Alton</u>		<u>Ofczarzak</u>		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
<u>4060 State Highway 6 South</u>	<u>College Station</u>	<u>TX</u>	<u>77845</u>	<u>USA</u>
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>



<b>Director 2</b>				
<b>Vicki</b>		<b>Friedberg</b>		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
4060 State Highway 6 South		College Station	TX	77845 USA
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Zip Code</i> <i>Country</i>

<b>Director 3</b>				
<b>Monica</b>		<b>Longoria</b>		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
4060 State Highway 6 South		College Station	TX	77845 USA
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Zip Code</i> <i>Country</i>

OR

The management of the affairs of the corporation is to be vested in the nonprofit corporation's members.

**Article 4 - Membership**

(See instructions. Do not select statement B if the corporation is to be managed by its members.)

- A. The nonprofit corporation shall have members.
- B. The nonprofit corporation will have no members.

**Article 5 - Purpose**

(See instructions. This form does not contain language needed to obtain a tax-exempt status on the state or federal level.)

The nonprofit corporation is organized for the following purpose or purposes:

This nonprofit corporation is formed for any lawful purpose or purposes not expressly prohibited under Chapters 2 or 22 of the Texas Business Organizations Code, including any purpose described by Section 2.002 of the Code.

The following text area may be used to include any additional language or provisions that may be needed to obtain tax-exempt status.

**Supplemental Provisions/Information**  
(See instructions.)

**Text Area:** (The attached addendum, if any, is incorporated herein by reference.)

**Organizer**

The name and address of the organizer:

Jay Don Watson

Name

1450 Copperfield Pkwy Ste. 300

Collega Station

TX

77845

Street or Mailing Address

City

State

Zip Code

**Effectiveness of Filing** (Select either A, B, or C.)

A.  This document becomes effective when the document is filed by the secretary of state.

B.  This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_

C.  This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

The following event or fact will cause the document to take effect in the manner described below:

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: March 19, 2018

Jay Don Watson  
Signature of organizer

Jay Don Watson  
Printed or Typed name of organizer

**Brazos County  
Karen McQueen  
County Clerk**

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**Instrument Number:** 1338873  
Volume : 14876  
ERecordings - Real Property

Recorded On: August 21, 2018 02:30 PM

Number of Pages: 25

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

Total Recording: \$122.00

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

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

**File Information:**

Document Number: 1338873  
Receipt Number: 20180821000089  
Recorded Date/Time: August 21, 2018 02:30 PM  
User: Patsy D  
Station: CCLERK05

**Record and Return To:**

eRx  
8600 Harry Hines Blvd. Ste 300  
Dallas TX 75235



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



**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF AUTUMN RIDGE**

THE STATE OF TEXAS

COUNTY OF BRAZOS

WHEREAS, TDG Management, LP, a Texas limited partnership, hereinafter sometimes referred to as "Developer", is the owner in fee simple of certain real estate situated in the City of Bryan, County of Brazos and State of Texas more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all buildings and improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate (the "Property");

WHEREAS, Developer desires to create and carry out a uniform plan for the improvement and development and sale of the Property for the benefit of the present and future owners of the Property;

WHEREAS, Developer has filed a Final Plat of said development with the City of Bryan ("City") which has been accepted and approved by said City, and filed in Document No. 2018-1338590, Volume 14870, Page 104 of the Plat Records of Brazos County, Texas; and

WHEREAS, Developer desires to impose upon said Property certain protective covenants, conditions, restrictions, liens and charges deemed appropriate and to retain the right to modify said covenants, conditions, restrictions and charges from phase to phase as appropriate to be commensurate with Developer's purposes and to comply with the planning and zoning set forth by the City.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that it is hereby declared (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, liens, and charges, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and which shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof; and (ii) that each contract or deed that may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

**ARTICLE I  
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified. Said terms may further be utilized in one, two or more Associations within the Development.

1.01 Architectural Committee. "Architectural Committee" shall mean the committee or committees created pursuant to this Declaration to review and approve plans for the construction of Improvements on the Property or a portion of the Property governed by an Association. No Architectural Committee shall have authority beyond the area set forth for the Association, which it serves.

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 the Articles of Incorporation of the one or more Owners or Homeowners Association Corporations which shall be filed in the office of the Secretary of State of the State of Texas relating to all or part of the Property. Said Associations shall be created by Developer and contain the provisions Developer deems appropriate for that portion of the Property.

1.04 Association. "Association" shall mean the HOA of Autumn Ridge and each other Association created by the Developer relating to the portion of the Property described in the Articles.

1.05 Board. "Board" shall mean the Board of Directors of each Association(s). Board members may, but need not, be Members of the Association.

1.06 Restrictions. "Restrictions" shall mean the provisions of this Declaration, as the same may be amended from time to time, together with the Architectural Committee Rules and the Articles and Bylaws of each of the Associations as the same are in effect from time to time.

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

1.08 By-Laws. "By-Laws" shall mean the By-Laws of the Association as adopted by the Board, and as from time to time amended.

1.09 Common Areas. "Common Areas" shall mean any land conveyed, leased, dedicated or assigned by Developer, or by a third party with the Association's consent to the Association for maintenance and operation, including, but not limited to, detention ponds and mail box areas within the Property.

1.10 Developer. "Developer" shall mean TDG Management, LP, a Texas limited partnership, its duly authorized representatives or their respective successors or assigns.

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

1.12 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, poles, 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.

1.13 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.

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

1.15 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.

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

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

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

1.19 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, excavations and grading plans, foundational 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.

1.20 Regular Assessment. "Regular Assessment" means an assessment, charge, fee, or dues set annually by the Board of Directors that each owner of property within the Subdivision is required to pay to the Association on a regular basis and that are to be used by the Association for the benefit of the Subdivision in accordance with the original, extended, added, or modified Restrictions.

1.21. Special Assessment. "Special Assessment" means an assessment, charge, fee, or dues that each owner of property within the Subdivision is required to pay to the Association, after a vote of the membership, for the purpose of paying for the costs of capital improvements in the common areas that are incurred or will be incurred by the Association during the fiscal year. A Special Assessment may be assessed before or after the Association incurs the capital improvement costs.



ARTICLE II  
DEVELOPMENT OF THE PROPERTY

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

ARTICLE III  
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 written approval of the Architectural Committee. The use of prefabricated homes, including antique homes moved from other locations, shall not be allowed.

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

3.03 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 Developer is the Owner thereof, Developer 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.

3.04 Signs. No sign of any kind shall be displayed to the public view on the Property without the prior written approval of the Architectural Committee, except for signs which are part of Developer's overall marketing plan for the Property. The Architectural Committee may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for the same.

3.05 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise there from so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view.

3.06 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.

3.07 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.

3.08 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 of any other lot, or which may be or may become an annoyance or nuisance to the neighborhood.

3.09 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.

3.10 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.

3.11 Roofing Materials. The surface of all roofs or principal and secondary structures shall be wood shingle, tile shakes or laminated shingles of 240 pounds per square or greater, sometimes referred to as "architectural" or "dimensional". The Architectural Committee shall have authority to approve other roof treatments and materials when in its determination such treatments and materials in the form utilized will not be a detriment to the quality of the neighborhood.

3.12 Solar Equipment. In the event an Owner desires to use solar panels or other solar equipment in connection with the use of any Lot, the location and installation design thereof shall be submitted to the Architectural Committee and approval of such design, including the aesthetics thereof, shall be required before construction may begin.

3.13 Driveway. 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.

3.14 Tanks. The Architectural Committee shall have the right to approve the location of any tank used or proposed in connection with a 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 to not be visible from any portion of the Property.

3.15 Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on Improvements as approved in writing by the Architectural Committee, except what is constructed by the City of Bryan; 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.

3.16 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Developer, unless adequate provision is made for property drainage and approved by the Architectural Committee. There shall be a Detention Pond constructed on the property in order to aide with drainage on the Property. It shall be the responsibility of the Homeowner's Association to maintain, service, and repair the Detention Pond. Upon completion of the Detention Pond, the Homeowner's Association shall take title to the Detention Pond and become the record owner of the Detention Pond.

3.17 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 except within safe and well-designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

3.18 Mining and Drilling. Other than by Developer, and then before recording of final plats, 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 shall 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. This does not prohibit the owner of the minerals from slant or horizontal drilling provided there is no disturbance of the surface.

3.19 Machinery and Equipment. Without the approval of the Association or Developer, 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 a public utility, in the performance of its legitimate functions.

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

3.21 Unsightly Articles; Vehicles.

A) No trailer, recreational vehicle, tent, boat, or stripped down, wrecked, junked, dismantled, or inoperable vehicle shall be kept, parked, stored, or maintained on any portion of a Lot other than in an enclosed garage or storage building which has been approved by the Architectural Committee. However, construction, service and delivery vehicles are exempt from this requirement for such period of time as is reasonably necessary to complete construction, provide service or to make delivery to a residence.

B) The total number of vehicles associated with the residence located on any Lot which are parked outside the garage on said Lot, including both the driveway and the street, shall not exceed the total number of bedrooms in the residence during any overnight period. A vehicle is considered to be associated with the residence on a Lot if the vehicle is owned or leased by an Owner or the Owner's tenants or guests. The Board may assess fines or penalties for violation of the parking restrictions of this paragraph 3.21(B), with graduated fees or penalties for multiple offenses, as the Board in its discretion may declare.

C) Parking of any type of vehicle (including, without limitation, motorcycles or off road vehicles) is not allowed on sidewalks, lawns or areas other than garages and driveways.

3.22 Mobile Homes, Travel Trailers. No mobile homes shall be parked or placed on any Lot at any time. No travel or camper trailers, recreational vehicle or similar items shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours.

3.23 Fences.

A) Except as provided in Section 3.23 (B) below, no fence, wall, or hedge shall be built or maintained forward of the front wall line of the main structure, and which are not to be built or maintained nearer than the building setback line of any Lot. An exception shall be made in the case of retaining walls not to exceed twenty-four inches (24") above the ground. Notwithstanding the foregoing, the Architectural Committee is empowered to waive the aforesaid height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept design or material, and the resulting decorative wall and/or retaining wall will not detract from the general appearance of the neighborhood. No chain-link fences may be built or maintained on any Lot.

B) Subject only to Section 3.31 below, all Owners shall be required to build a six foot (6') privacy fence, made of standard grade cedar or fir and of a design approved by the Architectural Committee, within one (1) year of completion of the home on such Owner's Lot. Completion of the home shall be defined as the date of issuance of the Certificate of Occupancy for such home. Any fence built in accordance with the terms of this Section shall thereafter be maintained by the Owner of the Lot upon which it is situated.

3.24 Animals. Household Pets. No animals, including pigs, hogs, swine, poultry, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept or maintained on the Property. No domestic household pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance. 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 three (3) 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.

3.25 Sports Equipment. No basketball goals or backboards or any other similar sports equipment of either a permanent or temporary nature shall be placed within thirty feet of the front of the property line of any Lot without the prior written consent of the Architectural Committee.

3.26 Maintenance of Plantings. Each Owner shall keep all shrubs, trees, and plantings of every kind on such Owner's Lot cultivated, pruned, and free of trash and other unsightly material. Trees, shrubs, vines and plants that die shall be promptly removed. Developer, the Association, and the Architectural Committee shall have the right at any reasonable time after not less than ten days' notice to Owner and an opportunity to cure any violation of this provision, to enter upon any Lot to replace, maintain and cultivate shrubs, trees, 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.

3.27 Landscape Design. All landscaping shall be designed so as to protect and promote, as far as practicable, the natural local landscape environment through use of native materials, natural drainage, indigenous plant selection and site design. All landscaping designs shall:

A) Wherever possible, save and incorporate into the Plans and Specifications existing trees with trunk diameters of four (4) or more inches. To insure the viability of these trees, soil compacting, trenching and/or cut and fill shall be avoided to the greatest extent possible; in the area defined by the trees drip line.

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

3.28 Constructions and Sales Activities. 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 Developer) 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 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 party of the Property. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of

such construction. At such time as the Developer 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.

3.29 Mailbox. A community mailbox shall be erected for all Lots by the Developer, and shall be fixed in accordance with the postal authority approval. The mailbox shall be new when installed, constructed of durable steel or aluminum, and of a size and shape conforming to postal authority standards for single family residential postal depositories. The mailbox shall be located on the curb in accordance with postal regulations.

3.30 Dwelling Size . All single family dwellings constructed in the Property shall contain no less than 1400 square feet of enclosed living space, exclusive of all porches (open or covered), decks and garages

3.31 Building Materials. All single family dwellings constructed on the Property shall be of recognized standard construction quality. The front exterior (exclusive of doors, windows and similar openings) of all single family dwellings constructed on the Property shall be constructed of masonry or other material specifically approved in writing by the Architectural Committee. Masonry includes stucco, brick, rock and all other materials commonly referred to in the Bryan, Texas area as masonry. Masonry does not include hardy-board siding. The side and rear exteriors of all single family dwellings constructed on the Property may be constructed of hardy-board siding.

3.32 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 feet (40') from the point of intersection of the street right-of-way property lines immediately adjacent to the Lot, as reasonable located by the Architectural Committee. Measurement shall be by chord, not by 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.

3.33 Compliance with Provisions of Restrictions. Each Owner shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time. Failure to comply with any of the 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 aggrieved owner, Developer, for itself, its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided Lots controlled by these covenants within the Property. The reservation of this right of enforcement shall not create an obligation of any kind to enforce the same.

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



ARTICLE IV  
MAINTENANCE AND SET BACK REQUIREMENTS

4.01 Outbuildings. Every outbuilding, inclusive of such structures as a detached garage, storage building or greenhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such buildings shall be subject to approval by the Architectural Committee. In no instance shall an outbuilding, other than a detached garage, exceed one (1) story in height or have total floor area in excess of ten percent (10%) of the floor area of the main dwelling.

4.02 Building Height. No Improvement greater than thirty-two feet (32') 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 ridge line of the roof of the proposed Improvement.

4.03 Set-Back Requirements. No building shall be located or erected in violation of or encroaching upon the standards set by the City Ordinances of the City of Bryan for the lot or tract concerned. Developer reserves the right to modify or enhance said City requirements through the recorded plat and additional restrictions set forth on such plat of each Phase of Property as it is developed.

4.04 Structure Maintenance. Developer further reserves the right to require the Association created pursuant to Article V hereof to maintain structures required by the City of Bryan in the development of the Property, and all members of said Association shall be bound by said requirements whether constructed before or after becoming a member.

ARTICLE V  
HOA OF AUTUMN RIDGE

5.01 Organization. The Developer has caused or will cause the formation and incorporation of one or more Associations, each as a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and By-Laws or in this Declaration. Neither the Articles nor By-Laws 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, mortgaged, or in any way transferred, pledged, or alienated except together with the 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 Developer of each Lot within the Property), shall have one vote for each Lot so owned.

B) In addition to the votes to which Developer is entitled by reason of Subparagraph (A) of this Section, for every such vote Developer shall have three (3) additional votes, until such time as the votes, described in Subparagraph (A) of this Section, owned by Owners other than Developer total in the aggregate sixty-six and two thirds percent (66.2/3%) of the total number of votes outstanding under Subparagraph (A). Thereafter Developer shall have only the 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 such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper or incidental to the exercise of any of the express powers granted to it by the law of Texas or by the Declaration. Without in any way limiting the generality of the two preceding sentences the Association, and the Board acting on behalf of the Association, shall have the following powers and authority at all times:

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

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

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

D) Assessments. To levy Assessments as provided by Article VII 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 Restrictions or for the purpose of erecting, maintaining or repairing any Improvement to conform to the Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII 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 name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce licenses and take all such action as it may deem necessary or expedient to enforce the Restrictions; provided, however that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Developer, 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 Maintenance. The Association shall be authorized to landscape, maintain and repair easements, grass in front of lots, rights-of-way, sidewalks, paths, trails, drainage facilities, detention ponds, lakes and other areas of the Property as it deems 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:

1) To accept, own, operate and maintain all Common Areas which may be conveyed or leased to it by Developer, 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 Developer; and to maintain in good repair and condition all lands, Improvements, and other Association property owned by or leased to the Association, whether by Developer or by other Person.

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

3) To execute mortgages, both construction and permanent, for construction of Improvements or property owned by or leased to the Association and to accept land in Common Areas, whether or not improved, from Developer 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 of other bonds, or in any other form or manner deemed appropriate by the borrower, whether Developer 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 Developer or the Association, on the Improvement to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues

generated by dues, use fees, assessment of Members, or otherwise or any combination thereof, as may be deemed appropriate by Developer or the Association, as the case may be, but subject to the limitations imposed by the 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.

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

- a. Parks, parkways or other recreation 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 by any statute, rule, regulation, ordinance, other law of any governmental entity, including but not limited to rules and orders of the Texas Water Development Board, Texas Water Commission, and any flood plain, industrial waste or other ordinance of the City of Bryan, Texas.

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

3) 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, terms of this Declaration, or the Articles of Bylaws of the Association.

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

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

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

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

5.08 Agreements with City of Bryan, Texas. The Association may enter into one or more agreements with the City of Bryan, Texas. with respect to the dedication of any drainage basin, park or other common area within the Property for municipal maintenance.

5.09 Indemnification. The Association shall indemnify any director, officer, or member of a committee duly appointed pursuant to the Articles or Bylaws who was, is, or is threatened to be made a named defendant or respondent in any threatened, completed action, administrative, suit or proceeding, pending, or completed action, suitor proceeding, whether civil, criminal, administrative, arbitative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding (hereinafter a "Proceeding") by reason of the fact that such person is or was a director, officer or member of such a committee of the Association, against all judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with any such Proceeding to the fullest extent permitted by the Texas 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 VI ARCHITECTURAL COMMITTEE

6.01 Membership of the Architectural Committee. The Architectural Committee shall consist of not more than three (3) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Voting Members deem appropriate. The following persons are hereby designated the Initial Voting Members of the Architectural Committee: Alton E. Ofczarzak, II, Vicki Friedberg, and Monica Longoria. Any one or more of said members may appoint another person (including another member of said Committee) to act as his Agent on said Committee with full authority. Said Committee shall maintain records of said appointment and its actions as a Committee. In the event a member resigns or no longer serves for any reason, the remaining members shall select a replacement. Any vacancy in the Architectural Committee may be filled by the affirmative vote of the remaining Voting Member(s).



6.02 Action of 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 Developer's Rights of Appointment. Until Developer has either filed plats of record for or no longer owns any portion of the Property, its successors or assigns shall have the right to appoint and/or remove all Voting Members of the Architectural Committee(s), which persons need not be drawn from Association Members. Notwithstanding the preceding sentence, Developer may delegate its right of appointment, or any portion thereof, to the Board by written instrument before such date. 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 Improvement or proposal in question and all other facts which, in its sole 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 in writing 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 material sand 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.

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 of 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 insure compliance with approved Plans and Specifications.

6.11 Non-liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof shall be liable to the Association or to any Owner or to any 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 an 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 Alton E. Ofczarzak, II, 4060 Highway 6, College Station, Texas 77845, or in care of such other person at such other address as may be designated by Developer or the Board, as the case may be, from time to time.

6.13 Certificate of Compliance. Upon completion of any Improvement approved by the Architectural Committee and upon written request by the Owner of the Lot, the Architectural Committee shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot, the Plans and Specifications pursuant to which the Improvements were made, the use or uses to be conducted with respect to the Improvements, and shall further specify that the

Improvements comply with the approved Plans and Specifications and that said Plans and Specifications are on file with the Architectural Committee. The Certificate shall not be construed to certify acceptability or sufficiency of, or endorsement by, the Architectural Committee of the actual construction of the Improvements or of the structural integrity, workmanship or materials thereof. The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, sufficiency or acceptability workmanship or materials of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the Improved Lot.

6.14 Failure to Act. In the event the Architectural Committee or its designated representative fails to approve or disapprove any Plans and Specifications, within fifteen (15) 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 and, upon construction completion, the Owner of the Improvements so completed may obtain a Certificate of Compliance as set forth in Section 6.13 above.

6.15 Variances. Notwithstanding any other provision of this Declaration, in order to prevent undue hardship upon the Owner or Owners of any individual Lot or Lots upon the Property, variance from any restrictions set out in this Declaration may be granted by a unanimous decision of the Architectural Committee in a written instrument to be duly acknowledged and recorded in the Official Records of Brazos County, Texas, if and when such a variance shall ever be granted.

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

6.17 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. Notwithstanding the foregoing, at Developer's option, the Architectural Committee may be combined with the Board.

## ARTICLE VII FUNDS AND ASSESSMENTS

### 7.01 Assessments.

A) The Association, by and through a majority vote of its Board of Directors, may from time to time levy Assessments against each Lot whether or not improved. The level of Assessments shall be equal and uniform between all Lots, provided, however, that no Assessments hereunder shall be levied against Developer.

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 against which the Assessment falls due and shall become a lien against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

7.02 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this 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 Restrictions, including but not limited to the cost of all roadway, median strip and right-of-way maintenance, the cost of enforcing the Restrictions, shortage of revenue from the previous year and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the majority vote of 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, by and through a majority vote of its Board, 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. The initial Annual Assessment shall be One Hundred Fifty Dollars (\$150.00) per year.

7.04 Special Assessments. In addition to the regular annual Assessments provided for above, the Association may, by vote of the membership, levy Special Assessments from time to time, for the purpose of paying for the costs of capital improvements in the common areas that are incurred or will be incurred by the Association during the fiscal year. A Special Assessment may be assessed before or after the Association incurs the capital improvement costs.

A) By Vote At Meeting of Members. Special Assessments may only be voted on at a meeting of Members if at least ten percent (10%) of the total votes entitled to be cast at a meeting of Members is present in person or by proxy (hereinafter referred to as "Quorum") and can only be approved by a majority vote of the Quorum.

B) By Vote Without A Meeting of Members. Special Assessments may also be approved without a meeting of Members, but only by the affirmative consent of at least fifty-one percent (51%) of the total membership. Consent to levy the Special Assessment without a meeting must be in writing, dated, signed by the Member and delivered back to the Association within sixty (60) days from the date the consent form was originally delivered to the Member. Delivery of the Consent Form to the Member may be by deposit in the United States mail with postage paid in an envelope addressed to the Member at the Member's address as it appears on the ownership or membership records of the Association or on the date the Consent Form is transmitted by electronic message to the Member's electronic message address provided by the Member, or to which the Member consents, for the purpose of receiving notice of meetings. The Consent Form shall include a place for the Member to date and sign the consent and a description of and purpose of the Special Assessment.

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 1½% per month), together with all costs and expenses of collection, including reasonable attorney's fees.

7.06 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section 7.05 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust filed of record, securing in either instance sums borrowed for the acquisition or Improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment Lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination shall be effectuated by an officer of the Association, duly authorized by the Board. To evidence an Assessment Lien, the Association may prepare a written notice of Assessment Lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by an officer of the Association, duly authorized by the Board, and shall be recorded in the office of the County Clerk of Brazos County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent, and may be enforced subsequent to the recording of a Notice of Assessment Lien as provided above, by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage secured by a deed of trust on real property, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage,



convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee the status of any Assessments relating to the Mortgagee's Mortgage and remaining unpaid for longer than thirty (30) days after due.

## ARTICLE VIII 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 Developer 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 developer conveying any part of the Property. Developer reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most effectively, efficiently and economically developing and marketing the Property. Further, Developer reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, electricity, telephone, and drainage), in favor of, any person or entity, along and on either or both sides of any Lot line, any such easement having a maximum width of seven and one-half feet (7 ½') on each side of such Lot line.

8.02 **Installation and Maintenance.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plan. Within these easements, if any, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in the case of drainage easements, which may change the direction of or impede the 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 Developer nor any utility company using the easements herein or referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants to shrubbery, streets 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 Developer 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 reasonable 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 or displace 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 Encroachment Easement. If any Improvement erected or reconstructed by Developer, a builder or by an Owner, with the approval of the Architectural Committee, shall encroach on the Lot of the adjoining Owner, the latter grants to the Owner of the Improvement an easement permitting the persistence of such encroachment.

8.06 Blanket Easement. An easement is hereby retained in favor of the Association over all Lots and the Common Area for the purpose of enforcing the Restrictions in accordance with Section 5.04(E) hereof, and for the construction of a common cable television system, a common sprinkler system, or any other item for the common benefit of the Owners. An easement is further granted for the purpose of repairing and maintaining any such system so constructed. An entry upon any Lot or the Common Areas to effectuate the foregoing purposes shall not be deemed a trespass.

## ARTICLE IX MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2042, unless amended as herein provided. After December 31, 2042, 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, 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 an 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 Developer. This Declaration may be amended by the Developer, acting alone, until Developer no longer owns any portion of the Property. No amendment by Developer shall be effective until there has been recorded in the Official Records of Brazos County, Texas, an instrument executed and acknowledged by Developer and setting forth the amendment.

B) By Owners. In addition to the method in Section 9.03(A), after Developer no longer owns any portion of the Property, 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 to be given by this Declaration shall be in writing and may be delivered either personally, by mail or by electronic message.

A) 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.

B) If delivery is made by electronic message, it shall be deemed delivered when the electronic message is transmitted to an electronic message address provided by the person, or to which the person consents, for the purpose of receiving notice.

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 effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

9.06 Exemption of Developer. Notwithstanding any provision in this Declaration to the contrary, neither Developer nor any of Developer'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 Developer to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

9.07 Assignment of Developer. Notwithstanding any provision in this Declaration to the contrary, Developer 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 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 Non-waiver.

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

B) Non-waiver. The failure to enforce any provision of the 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.

C) Liens. The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

9.09 Construction.

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

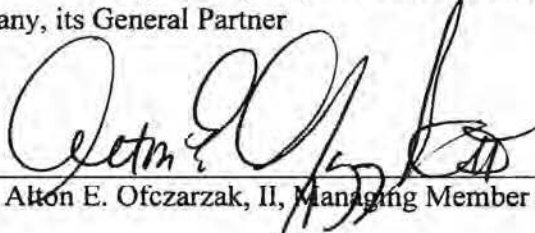
D) Deadlines on Business Day. If any deadline in this Declaration should fall on a Saturday, Sunday or a Texas or Federal Holiday, such deadline shall automatically be extended to the next business day.

E) Choice of Law. This Declaration shall be construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, Developer has executed this Declaration as of this the 21<sup>st</sup> day of August, 2018.

TDG MANAGEMENT, L.P., a Texas limited partnership

By: TDG MANAGER, L.L.C., a Texas limited liability company, its General Partner

By:   
Alton E. Ofczarzak, II, Managing Member

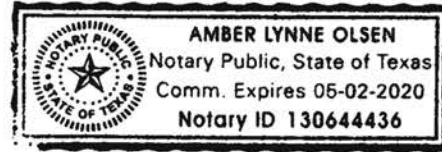
THE STATE OF TEXAS §

COUNTY OF BRAZOS

§

This instrument was acknowledged before me on this 21 day of August, 2018 by Alton E. Ofczarzak, II, Managing Member of TDG Manager, L.L.C., a Texas limited liability company, acting in its capacity as General Partner of TDG Management, L.P., a Texas limited partnership, on behalf of said partnership.

Amber Lynne Olsen  
Notary Public, State of Texas



**BY-LAWS**  
**OF**  
**HOA OF AUTUMN RIDGE**

**ARTICLE I**  
Name and Location

The name of the Corporation is HOA OF AUTUMN RIDGE, hereinafter referred to as the "Community Association." The principal office of the Community Association shall be 4060 State Highway 6 South, College Station, Texas 77845, but meetings of Members and Directors may be held at such places within the State of Texas, County of Brazos, as may be designated by the Board of Directors.

**ARTICLE II**  
Definitions

Section 1. "Association" shall mean and refer to HOA OF AUTUMN RIDGE, a Texas non-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain property or properties described in the Declaration of Covenants, Conditions and Restrictions for Autumn Ridge Subdivision ("Autumn Ridge") as per the plat recorded in Document No. 2018-1338590, Volume 14870, Page 104, Plat Records of Brazos County, Texas, and any additional properties which may hereinafter be brought within the jurisdiction of the Association by supplemental declarations, amendments or supplements thereto.

Section 3. "Lot" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on the recorded Plat of the Property, together with all Improvements located thereon.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties subject to a maintenance charge assessment by the Association including contract sellers, but excluding those having such interest merely as security for the performance of any obligations. Only one Owner per Lot shall have the right to cast a vote at any one time and it shall be at the discretion of multiple Owners to designate which of them shall have that right.

Section 5. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Autumn Ridge in Bryan, Brazos County, Texas, and for additional contemplated sections of the same, made subject to such easements, covenants, and declarations by Declarant. The Declaration is of record in Clerk's File No. 1338873, Official Records of Brazos County, Texas, together with any amendments thereto.

Section 6. "Developer" and/or "Declarant" shall mean and refer to TDG MANAGEMENT, LP, or its successors and assigns.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration of Covenants, Conditions and Restrictions for Autumn Ridge as recorded the Official Records of Brazos County, Texas, together with any other persons brought under an Amended or Supplemental Declaration, if any.

Section 8. "Declarant Control" shall mean that period during which a Declarant, or persons designated by the Declarant, may appoint and remove Board Members and the officers of the Association other than Board Members or officers elected by Members of the Association.

### ARTICLE III Meeting of Members

Section 1. Annual Meeting. An annual meeting of the Members of the Association shall be held. Such Annual Meeting shall be held on the date, time and place within the County of Brazos, Texas, as may be designated by the Board of Directors in its Notice of Meeting provided to Members pursuant to Section 3 hereinbelow.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon the written request of the Members who are entitled to vote one-tenth (1/10) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each annual or special meeting of the Members shall be given by, or at the direction of, the Secretary or any person or persons authorized to call a meeting. Written notice is considered to be given on the date notice is deposited in the United States mail with postage paid in an envelope addressed to the person at the person's address as it appears on the ownership or membership records of the Association or on the date notice is provided by electronic message to the person's electronic message address provided by the person, or to which the person consents, for the purpose of receiving notice. Such notice shall specify the place, day and time of the meeting and, if a Special Meeting, notice shall include the purpose of the meeting.

Section 4. Quorum. The presence in person or by proxy of one-tenth (10%) of the total votes entitled to be cast at any meetings of Members, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If a Quorum shall not be present, those Members present and entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. If a quorum is present, the affirmative vote of a majority of the votes represented at the meeting in person and by proxy shall be deemed the act and vote of the Members, unless the vote of a greater number or voting by classes is required by the Articles of Incorporation, the Declaration or these By-Laws. When calculating if a quorum is present and when calculating the number of votes each Member is entitled to cast, those calculations shall be calculated in accordance with the Declaration.



Section 5. Proxies. A Member may vote in person or, unless otherwise provided by the Certificate of Formation or By-Laws, by proxy executed in writing by the Member or the Member's attorney-in-fact. All proxies shall be filed with the Secretary before or at the time of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 6. Action Taken Without a Meeting. The Members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Members. Any actions so approved shall have the same effect as though taken at a meeting of the Members.

#### ARTICLE IV Board of Directors

Section 1. Board of Directors. The affairs of the Association shall be managed by the Board of Directors and composed of not less than three (3) nor more than seven (7) Directors. Directors need not be Members of the Association nor reside in the Subdivision.

Section 2. Period of Declarant Control. On or before the 120<sup>th</sup> day after the date Seventy-Five Percent (75%) of the forty-four (44) lots that will be created and made subject to the Declaration are conveyed to Owners other than a Declarant or a builder in the business of constructing homes who purchased the Lots from Declarant for the purpose of selling completed homes built on the Lots, at least one-third (1/3) of the Board Members must be elected by Owners other than Declarant.

Section 2. Term of Office. The initial Directors of the Association, set forth in the Articles of Incorporation, shall hold office until the first Annual Meeting of Members. Directors other than the initial Directors are elected, appointed or designated for a term of two (2) years.

Section 3. Resignation. Any Director may resign at any time by providing written notice to the President or Secretary of the Association. Such resignation shall take effect at the time specified in said written notice, and acceptance of such resignation shall not be necessary to be effective.

Section 4. Removal. Any Director may be removed from the Board, with or without cause, by a vote of the Members of the Association. In the event a vacancy in the Board of Directors is due to the removal of any Director, said vacancy shall be filled by a vote of the Members of the Association. In the event any Director shall be absent from three (3) consecutive regular meetings of the Board of Directors, he may be removed from the Board.

Section 5. Vacancies. Any vacancy occurring in the Board of Directors, other than by Removal, may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum. A Director elected to fill a vacancy shall be elected for the unexpired term of

his predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by a vote of the Members of the Association.

Section 6. Compensation. No Director shall receive compensation for any service he may render to the Association; provided, however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 7. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 8. Act of the Board. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a Quorum is present shall be regarded as the Act of the Board.

## ARTICLE V Meetings of Directors

Section 1. Regular Meeting. Regular meetings of the Board of Directors are waived unless otherwise required by resolution of the majority of the number of Directors.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any Director after not less than three (3) days' notice to each Director, which such notice may be waived at or prior to such meeting.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business, but if less than such majority is present at a meeting a majority of the Directors present may adjourn the meeting from time to time without further notice. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the Act of the Board.

Section 4. Presumption to Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on a corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered into the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 5. Informal Action by Directors. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Directors.

ARTICLE VI  
Powers and Duties of the Board of Directors

Section 1.     Powers.       The Board of Directors shall have the power to:

(a)     suspend the right to the use of any facilities or services provided by the Association of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association, file a suit against a Member; charge a Member for property damage and/or levy a fine for a violation of the Restrictions or By-Laws or rules of the Association; however, these powers are subject to notice being provided to the Owner pursuant to the Texas Property Code;

(b)     exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(c)     declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(d)     employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties and the terms of employment or services;

(e)     exercise such other rights and powers granted to this Association and not reserved to the membership by the Declaration, the Articles of Incorporation of the Association or other provisions of these By-Laws.

Section 2.     Duties. It shall be the duty of the Board of Directors to:

(a)     cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is required in writing by Members who are entitled to vote;

(b)     supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c)     fix the amount of the Regular Annual Assessment against Properties pursuant to the provisions contained in the Declaration and to take such actions as it deems appropriate to collect such assessments and to enforce the liens given to secure payment thereof;

(d)     take such actions as it deems appropriate to collect the amount of any Special Assessment approved by the Members pursuant to the provisions contained in the Declaration and to enforce the liens given to secure payment thereof;

(e)     issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be

made by the Board or its agent for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(f) procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facilities owned by the Association;

(g) cause any officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

## ARTICLE VII Officers and Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a president, who shall be, at all times, a Member of the Board of Directors, a vice president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve. The officers shall continue to serve until their successors are duly elected and qualified.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. In all cases where the duties of any officer are not prescribed by the By-Laws or by the Board, such officer shall follow the order and instructions of the President.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified herein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. No person shall simultaneously hold both the offices of president and secretary.

Section 8. Duties. The duties of the officers of the Association are as follows:



(a) President. The President shall preside at all meetings of the Board of Directors and of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and may co-sign all checks and promissory notes.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and keep accurate books and records of the fiscal affairs of the Association and make the same available for inspection by Members of the Association during normal business hours.

#### ARTICLE VIII Committees

The Board of Directors may appoint any committees as deemed appropriate in carrying out the purposes of the Association.

#### ARTICLE IX Books and Records

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE X Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the Association certain annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any of the facilities or services provided by the Association or by abandonment of his lot.

ARTICLE XI  
Amendments

Section 1. Amendment. These By-Laws may be altered, amended or repealed by the Board or at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy. The quorum shall be determined upon votes present, not Members using the voting formula established in the Supplemental Declaration.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XII  
Miscellaneous

Section 1. Waiver of Notice. Whenever notice is required by law, by the Articles of Incorporation, or by these By-Laws, waiver thereof in writing signed by the Director, Member or other person entitled to said notice, whether before or after the time stated therein, or his appearance at such meeting in person or (in the case of a Member's meeting) by proxy, shall be equivalent to such notice. The presence of a Director, Member or other person at any meeting shall constitute a waiver of notice of such meeting except where such person attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called.

Section 2. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 3. Use of Funds. No part of the net earnings of the Association shall inure to the benefit or be distributable to its Members, Directors or officers, except that the Association shall be authorized and have the power to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Articles of Incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of HOA OF AUTUMN RIDGE, have hereunto set our hands effective this the 21<sup>st</sup> day of August, 2018.

  
ALTON E. OFCZARZAK, II

*Vicki Friedberg*  
VICKI FRIEDBERG

*M. Longoria*  
MONICA LONGORIA

**MANAGEMENT CERTIFICATE**

STATE OF TEXAS

COUNTY OF BRAZOS

This is a management certificate for HOA OF AUTUMN RIDGE, a Texas non-profit corporation, filed pursuant to the requirements of Section 209.004 of the Texas Property Code, on the date stated below.

1. The name of the Subdivision is Autumn Ridge;
2. The name of the Association is HOA OF AUTUMN RIDGE, a Texas non-profit corporation;
3. The subdivision is described in the Final Plat of AUTUMN RIDGE, recorded in Document No. 2018-1338590, Volume 14870, Page 104, of the Plat Records of Brazos County, Texas;
4. The Declaration of Covenants, Conditions and Restrictions for the subdivision is recorded in Volume 14870, Page 104, of the Official Records of Brazos County, Texas;
5. The mailing address and contact information for the Association at this time is as follows:

Attn: Alton E. Ofczarzak, II  
4060 State Highway 6 South  
College Station, Texas 77845

Dated to be effective the 1st day of January, 2019.

HOA OF AUTUMN RIDGE

By:   
Alton E. Ofczarzak, II, President

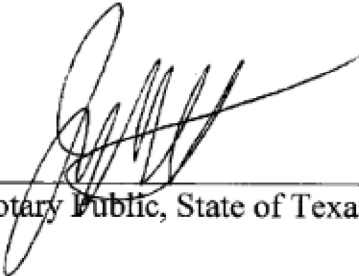


STATE OF TEXAS

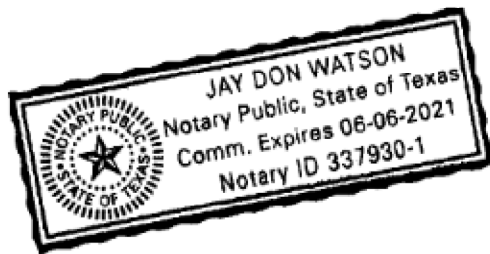
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COUNTY OF BRAZOS

This instrument was acknowledged before me on the 6<sup>th</sup> day of February, 2020 by Alton E. Ofczarzak, II, President of HOA OF AUTUMN RIDGE, on behalf of said corporation and in the capacity therein stated.

  
\_\_\_\_\_  
Notary Public, State of Texas

Prepared in the Law Office of:  
Jay Don Watson  
Watson Law Firm, L.L.P.  
1450 Copperfield Pkwy, Ste. 300  
College Station, Texas 77845



**Brazos County  
Karen McQueen  
County Clerk**

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**Instrument Number:** 1384870

Volume : 15844

ERecordings - Real Property

Recorded On: February 10, 2020 04:27 PM

Number of Pages: 3

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

Total Recording: \$34.00

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

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

**File Information:**

Document Number: 1384870  
Receipt Number: 20200210000174  
Recorded Date/Time: February 10, 2020 04:27 PM  
User: Susie C  
Station: CCLERK01

**Record and Return To:**

eRx  
8600 Harry Hines Blvd, Ste 300  
Dallas TX



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

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**WARRANTY DEED**

Date: June 13, 2022

Grantor: TDG MANAGEMENT, L.P., a Texas limited partnership, acting herein by and through its General Partner, TDG MANAGER, L.L.C., a Texas limited liability company

Grantor's Mailing Address: 4060 Highway 6 South  
College Station, Brazos County, Texas 77845

Grantee: HOA of Autumn Ridge, a Texas non-profit corporation

Grantee's Mailing Address: 4060 Highway 6 South  
College Station, Brazos County, Texas 77845

**Consideration:**

In and for the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged.

**Property (including any improvements):**

All of the common areas of Autumn Ridge Subdivision as per the Final Plat of Autumn Ridge Subdivision recorded in Volume 14870, Page 104 and Document No. 2018-1338590, Official Records of Brazos County, Texas.

**Reservations from Conveyance:**

NONE.

**Exceptions to Conveyance and Warranty:**

All valid and subsisting easements, restrictions, rights of way, conditions, exceptions and reservations and covenants of whatsoever nature of record, if any, and also to the zoning laws and other restrictions, regulations, ordinances and statutes of municipal or other governmental authorities applicable to and enforceable against the herein described real property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty contained herein, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and

to hold unto Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to warrant and forever defend all and singular the property unto Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty contained herein.

When the context requires, singular nouns and pronouns include the plural.

TDG MANAGEMENT, L.P., a Texas limited partnership

By: TDG MANAGER, L.L.C., a Texas limited liability company, its General Partner

By: Alton E. Ofczarzak  
Alton E. Ofczarzak, II, Managing Member

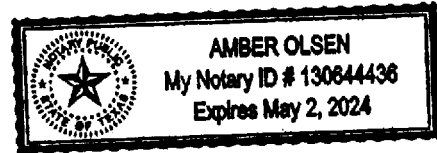
THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 10 day of June, 2022, by Alton E. Ofczarzak, II, Managing Member of TDG Manager, L.L.C., a Texas limited liability company, acting in its capacity as General Partner of TDG Management, L.P., a Texas limited partnership, on behalf of said partnership.

Amber Olsen  
Notary Public, State of Texas

PREPARED IN THE LAW OFFICES OF:  
JAY DON WATSON  
WATSON LAW FIRM, L.L.P.  
1450 COPPERFIELD PKWY, STE 300  
COLLEGE STATION, TEXAS 77845





**Brazos County  
Karen McQueen  
County Clerk**

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**Instrument Number:** 1474374  
Volume : 18017  
ERecordings - Real Property

Recorded On: June 13, 2022 10:19 AM

Number of Pages: 3

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

Total Recording: \$34.00

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

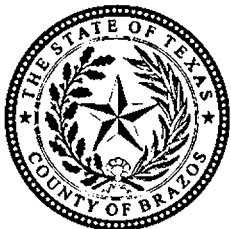
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 1474374  
Receipt Number: 20220613000051  
Recorded Date/Time: June 13, 2022 10:19 AM  
User: Susie C  
Station: CCLERK01

**Record and Return To:**

Simplifile  
5072 NORTH 300 WEST  
PROVO UT 84604



STATE OF TEXAS  
COUNTY OF BRAZOS

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

Karen McQueen  
County Clerk  
Brazos County, TX