

**LAWYERS TITLE CO.**

GF# 543776

**DECLARATION OF COVENANTS, CONDITIONS,  
RESERVATIONS AND RESTRICTIONS  
OF  
HUNTERS CROSSING ESTATES - PHASE I**

STATE OF TEXAS                   §  
  §  
COUNTY OF BRAZOS           §

WHEREAS, OCC CONSTRUCTION CORPORATION, a Texas corporation, is the owner of all that certain tract of land in Brazos County, Texas, which tract is described as HUNTERS CROSSING ESTATES (“Subdivision”), according to the “Plat” filed of record in Volume 17291, Page 258, Official Public Records of Brazos County, Texas (the “Property”); and

WHEREAS, OCC CONSTRUCTION CORPORATION, sometimes referred to herein as “Developer”, desires to create and provide for the development and improvement and maintenance of said Subdivision, for the mutual benefit and pleasure of the present and future property owners in such Subdivision, and to protect the property values within such Subdivision by imposing upon and against all the designated lots therein the covenants, reservations, restrictions, and other provisions hereinafter set forth.

NOW, THEREFORE, OCC CONSTRUCTION CORPORATION does hereby make, adopt and establish the following reservations, restrictions, declarations, easements, limitations, charges, agreements, covenants, conditions and stipulations, each of which shall be applicable to all of the Lots within the Subdivision, according to the above referenced plat.

**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 HUNTERS CROSSING ESTATES HOA 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. 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 OCC CONSTRUCTION CORPORATION, a Texas corporation, it's 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 Hunters Crossing Estates. Hunters Crossing Estates shall mean the initial phase and each subsequent phase added to these Restrictions.

1.13 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.

1.14 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.

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

1.16 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.

1.17 Mortgagee. “Mortgagee” or “Mortgagees” shall mean the holder or holders of any Mortgage or Mortgages.

1.18 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.

1.19 Person. “Person” or “Persons” shall mean any individual, individuals, entity or entities having the legal right to hold title to real property.

1.20 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.

1.21 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.

1.22 Representative. “Representative” shall mean OCC CONSTRUCTION CORPORATION, a Texas corporation, or a person, persons or entity designated in a document of record in the Official Records of Brazos County, Texas, as the representative of OCC CONSTRUCTION CORPORATION with the authority set forth herein and/or in said document. OCC CONSTRUCTION COMPANY may assign its rights to enforce these restrictions to the Association.

1.23 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.

## II.

### HUNTERS CROSSING ESTATES HOA

2.01 Organization. The Developer has caused, or will cause, the formation and incorporation of the Association as a nonprofit corporation created for the purposes charged with in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

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

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

- (A) The Owner, whether one or more (including Declarant), of each Lot within the Property shall have one vote for each lot so owned. In addition, Declarant shall have one vote for the number of such lots on which land which has been added to the Property pursuant to Section VIII.8 ("Total Lots").
- (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 nine (9) 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 (90%) of the total number of votes outstanding under Subparagraph (A) (the "Transition Date"). Thereafter, Developer shall only have votes, if any, to which it is entitled under Subparagraph (A) of this Section.
- (C) Notwithstanding anything herein to the contrary and pursuant to Texas Property Code Section 209.00591, regardless of the Declarant Control Period provided by this Declaration, on or before the 120<sup>th</sup> day after the date seventy-five percent (75%) of the Total Lots that may 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 the Developer 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 the Developer.

2.04 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to any limitations upon the exercise of its power as are expressly set forth in this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board acting on behalf of the Association shall have the following powers at all times:

- (A) Policies, Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such policies, rules and Bylaws, 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 out Association functions.

- (C) Records. To keep books and records of the Association's affairs.
- (D) Assessments. To levy Assessments as provided in Section 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 Declarations, and the expense incurred by the Association in connection with the entry upon any Lot and the work conducted thereon (i) shall be a personal obligation of the Owner of the Lot entered upon, (ii) shall be a lien upon the Lot entered on and Improvements thereon, and (iii) shall be enforced in the same manner and to the same extent as provided in Section 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 names of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Declaration. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the provisions of this Declaration; provided, however, the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.
- (F) Fines. To levy and collect fines against Owners for any violation of the Declaration which is not cured by the Owner in the judgment of Board within thirty (30) days after written notice of such violation. Fines may be assessed repeatedly for continuous violations. Fines shall be uniform according to a fine schedule to be established from time to time by the Board.
- (G) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper for the operation of the Association.

2.06 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 Declarant, together with any Improvements of any kind or purpose located in said areas; and to accept own, operate and maintain all other property, real and personal, conveyed or leased to the Association by Declarant; and to maintain in good repair and condition all lands, Improvements and other Association property owned or leased to the Association, whether by Declarant or by other Persons.

- (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 on property owned by or leased to the Association, and to accept lands in Common Areas, whether or not improved, from Declarant subject to such mortgages or by assuming such mortgages, including without limitation, a swimming pool or pools in Common Areas. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner deemed appropriate by the borrower, whether Declarant or the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien, as deemed appropriate by borrower, whether Declarant or the Association, on the Improvements to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessment of Members, or otherwise, or any combination thereof, as may be deemed appropriate by Declarant or the Association, as the case may be, but subject to the limitations imposed by this Declaration.
- (B) In addition to, and not in limitation of the power and authority of the Association as set forth in Section 2.04 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, right-of-way, and/or mortgages, to any person or entity for the purpose of constructing, erecting, operating or maintaining Improvements for the Subdivision.
  - (2) To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association, or within city or county owned parks, parkways, entrance ways, or street rights of way which the Association desires to maintain or pay for, in the best interest of the Association and the aesthetic appearance of the Subdivision as a whole.
  - (3) To enter into contracts with Declarant and other persons, with 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 Declarant or the Association in connection with the purposes of the Association.



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

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

### III.

#### EASEMENTS

Developer hereby dedicates to the Public a perpetual utility easement in, along, under, over, across, and through those areas on the plat of said Subdivision designated for such easements, said Plat being referred to as the Plat recorded in Volume 17291, Page 258, Official Records of Brazos County, Texas. Utility companies shall have the right to construct, operate, maintain, inspect, reconstruct, multiply, change the size of and remove such utility lines and facilities (including without limitations of the generality thereof, water, sanitary sewer, storm sewer, drainage and gas pipelines, mains, conductors, and all appurtenances thereto and electric distribution and

communication lines, wires, conduits, guy wires, poles, connections and all appurtenances thereto), as it or they may from time to time desire, together with the right of ingress and egress thereto. The width of the utility easements hereby reserved are as shown on said plat and shall extend below ground level sufficiently to accommodate utilities and extending upward to a plane of sufficient height above the ground to include utility equipment as constructed. All electrical lines shall be buried below ground and there shall be no above ground poles or wires for utilities including, but not limited to: telephone, electric, and cable. Until all Lots subject to this Declaration have been sold, the Developer may grant or dedicate additional Easements.

#### IV.

#### RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the parceling and sale of the Subdivision as a district set aside for residential homes and certain other uses and accessory thereto, the following restrictions, including without limitation, restrictions, covenants, declaration, easements, limitations, charges, agreements, and conditions (hereafter collectively called the "Restrictions"), are hereby established and adopted to apply uniformly to use, occupancy and conveyance of all the parcels in the Subdivision. Every contract, deed or conveyance which may be hereafter executed with regard to any of the property in the Subdivision shall be conclusively deemed to have been executed, delivered and accepted subject to the following Restrictions, even if the Restrictions are not set out in full and are not incorporated by reference in such contract of sale, deed, lease or other transfer of and interest in such parcel.

##### A. BUILDING, CONSTRUCTION, AND USE RESTRICTIONS.

1. Only single-family residential dwellings and appurtenances ordinary to residential living shall be built on any parcel in the Subdivision. All houses, appurtenances, and other

structures shall require the written approval of the Representative (as defined in Section I.1.22. above). Each parcel in the Subdivision shall be used only for non-commercial residential and recreational purposes. To this end, without limitation, the following structures may not be used on any parcel of the Subdivision: hospitals, clinics, rest homes, duplex homes, four-plexes, apartment houses, mobile homes, manufactured housing, hotels, boarding houses, rooming houses, fraternity houses, sorority houses, or any retail, wholesale, or other business or commercial establishments of any kind. The non-commercial single family residential dwelling may be occupied only by either (a) an owner and persons related to the owner, plus one (1) person who is not related to the owner; or (b) if the property is not occupied by an owner, one (1) person who is not related to the owner, plus persons related to that person. ("Related" means a spouse, parent, grandparent, brother, sister, child, grandchild, or other person related by law, blood, or marriage). Notwithstanding the above, consulting or similar in-home business activities that have limited customer activity shall be allowed but only in single-family houses. The Representative, Mervin Dansby Peters, or the Developer shall have the right and power to stop or restrict any such in-house business activity if the Representative, Mervin Dansby Peters, or the Developer determines in its sole discretion that the business or activity is detrimental to the Subdivision.

2. The authority of OCC CONSTRUCTION CORPORATION and/or the Representative, as stated in this Declaration, continues until such time as (1) OCC CONSTRUCTION CORPORATION ceases to own any of the lots subject to this Declaration or in any subsequent phases of the Subdivision, or (2) OCC CONSTRUCTION CORPORATION records in the Official Records of Brazos County, Texas a document terminating its authority and responsibilities in said Subdivision. Accordingly, each Lot Owner and/or the Association shall then have the right to enforce the restrictions in said Subdivision as provided by Texas law. Mervin

Dansby Peters also retains the right to enforce these restrictions until he files a release releasing his right to enforce these restrictions. Mervin Dansby Peters has no duty or obligation to enforce these restrictions.

3. No residence shall be constructed on any parcel that has an under roof living area, excluding process, garages, patios and the like, of less than 1,800 square feet. Construction of the main dwelling, once begun, shall be completed in no more than twenty-four (24) months. External material, excluding the roof, of all main residences must be composed of at least fifty percent (50%) masonry.

4. Only one single-family dwelling and appurtenances thereto such as garages, outbuildings, barns, stables, and the like may be placed or constructed on each of the Lots as platted as of the recording date.

5. As to all Lots, no building or structure, except fences, may be located on any such lot nearer to: (a) the Front Line of the lot than fifty feet (50'), or (b) the side lot lines than twenty feet (20'), or (c) the Back Line than thirty feet (30'). However, in no event will any building or structure be located nearer a Back Line less than those requirements set by governmental requirements. The "Front Line" of the parcel is that side which abuts a public street. Parcels that abut on two streets shall be deemed to have a Front Line on both sides that abuts a public street. A "Back Line" shall be at the property line or lines that are opposite to a Front Line.

6. As to all Lots, no outbuildings, barns, stables and the like may be located on any such lot nearer to the Front Line of the lot than seventy-five feet (75').

7. No residential dwelling shall be built without a garage, which garage may be attached or detached.

8. No residential dwelling shall be built without a State of Texas or other required governmentally approved septic tank or other sewage disposal system that is so approved.

9. The color scheme, design, height, configuration, size and location of all structures, including, but not limited to, the primary single-family dwelling, garages, barns, outbuildings, stables, fences and the like located on a lot shall be subject to approval of OCC CONSTRUCTION CORPORATION or its assigns (collectively "Representative"). Approval to build may be denied if the Representative is of the opinion in Representative's sole and absolute discretion that such color scheme, design, height, size, configuration or location will be detrimental to the Subdivision or an adjoining lot or parcel.

10. To ensure a consistency of design, appearances and materials throughout HUNTERS CROSSING ESTATES, all "Fences Fronting" (as further defined below) must conform to the following standards: (1) the style "Post and Three Rail", in the color white, with posts eight feet (8') apart on center, (2) constructed of either wood or polyvinyl, (3) a minimum/maximum height of 51-53 inches, a minimum/maximum rail width of 5-6 inches, and (4) all fences must be aligned with any contiguous neighbors fencing (if such exist) and placed "on" the property line parallel and contiguous to any streets. If OCC CONSTRUCTION CORPORATION installs the "Post and Three Rail" fence on any lot then such fence shall be conveyed with associated ownership and maintenance responsibilities to each respective Lot Owner. The term "Fences Fronting" shall mean fences that adjoin, abut or separate a parcel or lot or lots from a public street. An owner is not required to construct a fence on the streets but in the event they elect to do so, such fence shall meet the four standards as set out above for "Fences Fronting", "Side Fences" or "Back Fences" are not required to meet those standards and may be constructed as the owner's needs and wishes dictate.

11. Driveways shall be surfaced in asphalt or concrete, with entrances from streets meeting Brazos County rules and regulations.

12. All mailboxes must meet Brazos County and/or State of Texas requirements and be 42-44 inches from the surface of the ground surrounding such and shall be enclosed in a small and appropriate column made of brick that is compatible with the main residential structure.

13. Installation and maintenance of butane and propane tanks to serve the single-family residence constructed on any Lot in the Subdivision is allowed but only when due care is taken to situate any such tank in such fashion that it is least visible to the public road abutting the lot in the subdivision and to the Lot adjacent to where such tank is placed. Each Lot Owner agrees that the question of desirable location and visibility shall be determined in the sole and absolute authority of the Representative as defined herein.

14. All utility lines must be installed underground.

B. GENERAL RESTRICTIONS.

1. No noxious or offensive trade or activity shall be carried on upon any parcel nor shall anything be done which may be or become an annoyance or nuisance to the Subdivision.

2. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot within the Subdivision for commercial or other purposes except as set forth in this paragraph. There will be no wild, exotic, or naturally undomesticated animals allowed to be caged or otherwise kept on any parcel within the Subdivision. Poultry, rabbits, lambs and calves are permitted but limited to the period they are being raised for school, 4-H, FFA, or similar projects, and not beyond that period. Horses are permitted but limited to one adult [over one (1) year of age] animal per acre of area in the Lot, fractions of an acre being excluded. Offspring are permitted until they become an adult at which time they are subject to the area limitation. Household pets

must be restrained by a leash or by a fence on the property of the owner of the pet and will not be allowed to run at large within Hunters Crossing Estates.

3. No part of the Subdivision shall be used or maintained as dumping grounds for rubbish. Trash and garbage shall be kept in proper receptacles, and such receptacles shall be kept in a clean and sanitary condition. Owner will contract with a regularly scheduled trash pick-up service if it is available.

4. No act may be performed which is likely to pollute the air or water in any part of the Subdivision, nor may any property owner violate any ordinance designated to eliminate pollution at that time in force whether it be State, County or City.

5. No firearms or fireworks may be discharged in the Subdivision or on any parcel, easements, or common area. No hunting of any kind will be allowed.

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

V.

**RE-SUBDIVISION**

No Lot as shown on the recorded map and plat of the Subdivision in Volume 17291, Page 258, Official Public Records of Brazos County, Texas may be subdivided.

VI.

**WATER SERVICE**

The Subdivision is serviced by Wixon Water Supply Corporation. Each Lot Owner desiring said water service shall be required to contract directly with Wixon Water Supply Corporation. The cost of water, tap fees, membership fees, installation fees, monthly usage fees and meters, shall be subject to the fee schedule of Wixon Water Supply Corporation and paid by the Lot Owner. This paragraph does not prohibit Owner from having his own well subject to appropriate health ordinances and other rules and regulations.

VII.

**FUNDS AND ASSESSMENTS**

A. **ASSESSMENTS.**

1. The Association may from time to time levy Assessments against each Lot whether or not improved. The level of Assessments shall be equal and uniform between all Lots, provided, however, that no Assessments hereunder shall be levied against any Lot or Lots owned by the Developer.

2. 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.

3. 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 Section.

B. 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.

C. REGULAR ANNUAL ASSESSMENTS. Upon the filing of the Plat of Hunters Crossing Estates, an Annual Assessment in the amount of Two Hundred and No/100 Dollars (\$200.00) per Lot per year will be collected from the Owner of each Lot of HUNTERS CROSSING ESTATES. All such Annual Assessments shall be due and payable to the Association on or before January 1<sup>st</sup> of each year following the filing of the Plat for Hunters Crossing Estates – Phase I and any subsequent phases of Hunters Crossing Estates.

D. SPECIAL 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, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Special Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Special Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any Individual Special Assessment, the Association may at any time, and from time to time, levy further Special Assessments in the same manner as aforesaid.

All such Special 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 in addition to the regular Annual Assessment on or before the first day of January each year, or in such other manner as the Board may designate in its sole and absolute discretion.

E. OWNER'S PERSONAL OBLIGATION FOR PAYMENT OF ASSESSMENTS. The Annual 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 VII. A.1. 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.

F. ASSESSMENT LIEN AND FORECLOSURE. All sums assessed in the manner provided in this Section but unpaid, shall, together with interest as provided in Section VI.E. 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 and/or second mortgage lien or first or second 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 non-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.

## VIII.

### MISCELLANEOUS PROVISIONS

1. The foregoing Restrictions are adopted as part of and shall apply to each and every parcel in the Subdivision. Such Restrictions are equally for the benefit of all subsequent owners of parcels in the Subdivision and accordingly, shall be covenants running with the land. Any owner of, or the lienholder of, any of the property in the Subdivision or its representative, or Mervin Dansby Peters or his heirs and assigns, or the Developer, or the Association, shall have the power

to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation of the Restrictions and to recover the damages for any violation or attempted violating including, but not limited to, reasonable attorney's fees; provided, however, that this clause shall not restrict any governmental agency from acting to enforce any of the Restrictions. The Developer or Mervin Dansby Peters or his heirs and assigns have no duty or obligation to enforce the Restrictions and covenants contained herein.

2. The term of the Restrictions shall be for a period from the filing of this instrument for record in Brazos County, Texas, until the 31st day of December, 2045. After such date, such Restrictions shall be automatically extended for successive periods of ten (10) years each, unless and until by instrument executed by the then record owners of a two-thirds (2/3) majority of the parcels in the Subdivision and duly recorded in the Official Records of Brazos County, Texas, such Restrictions are altered, rescinded, modified or changed, in whole or in part. In the vote to alter, rescind, modify, or change these Restrictions, each Lot shall be entitled to one (1) vote.

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

4. Any and all rights, powers and reservations of OCC CONSTRUCTION CORPORATION and/or Mervin Dansby Peters herein contained may be assigned to any person, corporation, or association which will assume the duties pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall assign and assume such to the extent of such assignment, have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by OCC CONSTRUCTION

CORPORATION herein and OCC CONSTRUCTION CORPORATION shall thereafter be released from any future liabilities. The term OCC CONSTRUCTION CORPORATION or Mervin Dansby Peters as used in this document includes all such assignees and their heirs, successors, and assigns.

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

6. OCC CONSTRUCTION CORPORATION reserves the right to make minor deviations from the terms of this document to the extent permissible by law and consistent with the general plan for development as herein set out.

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

8. OCC CONSTRUCTION CORPORATION, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties thereby subjecting such additional lands to this Declaration by filing of record, a Supplementary Declaration with respect to such additional property which shall extend the scheme of this Declaration to such property.

9. Mandatory Membership in Homeowner's Association. Each Lot Owner is required to be a member of HUNTERS CROSSING ESTATES HOA, and membership in such Homeowner's Association shall be mandatory.

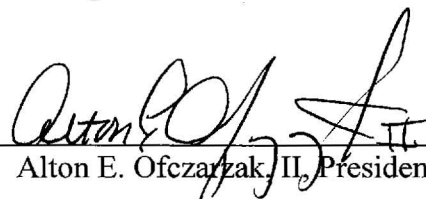
10. This Declaration may not be amended for twenty (20) years from date without the consent of MERVIN D. PETERS or his heirs, successors and/or assigns.

11. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, including the minimum square footage to be contained in each residence, of the added properties as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify, or add to the covenants established by this Declaration within the existing Subdivision.

**12. This Declaration of Covenants, Conditions, Reservations and Restrictions of Hunters Crossing Estates – Phase I are in addition to the Restrictions recorded in Volume 16126, Page 57 et seq of the Official Records of Brazos County, Texas. In the event these restrictions are more restrictive than the Restrictions recorded in Volume 16126, Page 57 et seq of the Official Records of Brazos County, these restrictions shall control.**

Dated to be effective the 1st day of September, 2021.

OCC CONSTRUCTION CORPORATION,  
a Texas corporation

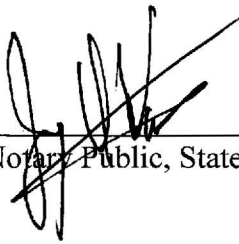
By:   
Alton E. Ofczarzak, II, President

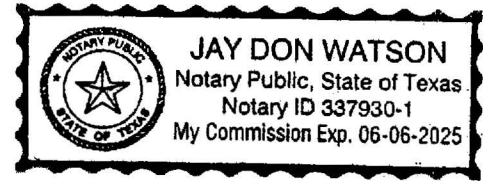
THE STATE OF TEXAS

§  
§  
§

COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 1st day of September, 2021, by Alton E. Ofczarzak, II, President of OCC CONSTRUCTION CORPORATION, a Texas corporation, on behalf of said corporation.

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



**Brazos County  
Karen McQueen  
County Clerk**

---

**Instrument Number:** 1444841  
Volume : 17324  
ERecordings - Real Property

Recorded On: September 01, 2021 03:16 PM

Number of Pages: 24

---

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

Total Recording: \$118.00

---

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

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

**File Information:**

Document Number: 1444841  
Receipt Number: 20210901000114  
Recorded Date/Time: September 01, 2021 03:16 PM  
User: Cathy B  
Station: MXL0512813

**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